

AN ORDINANCE OF ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING ST. JOHNS COUNTY ORDINANCE NO: 2022-22 PURCHASING POLICY ORDINANCE, WHICH SPECIFICALLY AMENDS DEFINITIONS IN SECTION TWO; AMENDS SECTION 6 SOURCING, INCLUDING CHANGES TO ; SECTION 6.1 PURCHASING THRESHOLDS, SECTION 6.2 SOURCING STRATEGIES, SECTION 6.2.6 PUBLIC-PRIVATE PARTNERSHIPS, SECTION 6.5 ADVERTISEMENTS, AND SECTION 6.8 CANCELLATION OF SOLICITATIONS; AMENDS SECTION 6.10 WITHDRAWAL OF BIDS/PROPOSALS/QUOTES/RESPONSES; AND AMENDS SECTION 14.2 CONTRACT EXECUTION; AND MAKING FINDINGS OF FACT; PROVIDING FOR INCLUSION IN THE ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 17, 2022, the Board of County Commissioners for St. Johns County (“Board”) passed and adopted the St. Johns County Purchasing Policy Ordinance No: 2022-22, to take effect on July 1, 2022, which established a new purchasing policy to provide for more effective procurement and contracting operations; and

WHEREAS, on April 19, 2024, the Board passed and adopted SJC Ordinance No: 2024-21, which amended portions of SJC Ord No: 2022-22; and

WHEREAS, there are definitions included in the Policy, which must be revised to align more fully with intent and operation as well as added definitions to appropriately factor in operational changes related to the implementation of the County’s ERP System, which impacts the County’s procurement processes; and

WHEREAS, the Board has found it to be in the best interest of the County and necessary to adopt a revised Purchasing Ordinance, for the Purchasing Policy; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, THAT:

Section 1: The above Recitals are hereby adopted as findings of fact by the Board, and incorporated into this Ordinance.

Section 2: Section 2 – Definitions, is hereby revised to update and add definitions as shown below:

- 1. Addendum** – A written change, addition, alteration, correction, or revision to a solicitation or contract document (most commonly used in reference to a solicitation).
- 2. Advertisement** – A public notice of a formal solicitation issued by the County, which is required by law or policy, and may be posted through the County’s third-party Strategic Sourcing Platform (Workday Strategic Sourcing), or other means as applicable.

3. **Amendment** – A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.
4. **Asset** - Fixtures and other tangible personal property of a non-consumable nature, the value of which is \$5000.00 or more, and the normal expected life of which is one year or longer.
5. **Best Value Procurement** – A method of procurement that considers factors in addition to price to accomplish the highest and most effective solution to the County's need, accomplished through Formal and Informal Solicitations.
6. **Bid** - A response submitted by a Bidder to an Invitation for Bids.
7. **Bid Bond** – A surety bond issued by an insurance company, accompanied by a monetary commitment, by which a third party ‘surety’ accepts liability and guarantees that the bidder will undertake the contract according to the terms of the Invitation for Bids.
8. **Bid Security** – A bond or deposit which guarantees a Bidder, if awarded, will honor their Bid as submitted; may be in the form of a certified or cashier’s check in an amount specified in the Bid, or a Bid Bond.
9. **Bidder** - A supplier who has submitted a response to an Invitation for Bids.
10. **Blanket Purchase Order** – A purchase order issued for a specific item(s) to be delivered over a given period and for a definite amount of funds.
11. **Board** – refers to the Board of County Commissioners of St. Johns County, Florida
12. **Change Order** – A document providing the written modification to a previously issued Contract, adjusting contract price, scope of work, or completion time.
13. **Construction Contract** – A written agreement with a Contractor to build, alter, repair, improve, or demolish any structure, facility, building or other public improvement or infrastructure.
14. **Construction Manager at Risk (CMAR) Contract** - Contract in which the County engages a Construction Manager to deliver a project within a Guaranteed Maximum Price (GMP), under which the Construction Manager is responsible for the successful, timely, and economical completion of the construction project.
15. **Consultant** – A Supplier that possesses unique qualifications that allow them to provide specialized advisory services as an independent third-party, usually for a fee.
16. **Consultants’ Competitive Negotiation Act** – Florida Statute § 287.055, governing the procurement of professional services, including engineers, architects, surveyors and landscape architects, commonly referred to as “CCNA”.
17. **Continuing Contract** – Contract for professional services in which task orders will be issued for each individual project, as defined under and in accordance with provisions of CCNA.

18. Contractor – A Supplier that has been contracted by the County to provide goods, services or construction.

19. Cooperative Procurement – When two or more entities combine their requirements through a single solicitation to obtain advantages of volume purchases, including administrative savings.

20. County – refers to St. Johns County, a political subdivision of the State of Florida. Also referred to as “Owner” in this Policy and in some Contracts.

21. Department Head – The individual of highest authority within a given County User Department, often designated as the Director or Chief.

22. Design-Bid-Build - A sourcing method in which the design is completed by the County, or a third-party under a contract, followed by solicitation and an award of a separate Contract for construction of the project.

23. Design-Build Contract – A Contract awarded for the design and construction of a project awarded to a single supplier. The Design-Build Firm oversees and assumes the risk for all phases of design and construction.

24. Design-Build Firm – A Supplier as defined under Florida Statute § 287.055(2)(h), to whom a Design-Build Contract is issued and who is responsible for the performance of the contract requirements including all phases of design and construction.

25. Discount - An allowance, reduction, or deduction from a selling price or list price extended by a Supplier to the County.

26. E-Procurement – The use of digital platforms to manage the solicitation process to procure goods, services and construction.

27. Electronic Signature – Authorization of an award, Purchase Order, Contract, Amendment, Change Order, or Task Order, by a representative of a Supplier, or the County, who is authorized to obligate the Supplier or the County, captured in accordance with the County’s Electronic Signature Policy, as may be amended.

28. Emergency Purchase – A purchase or contract for goods or services issued under partial or waived procurement processes due to an urgent situation in which there is an imminent threat to the health, welfare, safety, property or other substantial loss to the County, or the conservation of public resources is at risk.

29. Entity – Refers to a public sector organization or agency.

30. Equipment – Tools, devices, machines, apparatus, hardware, fixtures, and vehicles that are used to assist in achieving a particular purpose and have an initial value of \$5,000 or more and a life expectancy of at least one year.

31. Enterprise Resource Planning (ERP) System – The system implemented by the County for the management of transactions and processes in Human Resources, Procurement, Contracts, Finance and Budget, through which the County may: conduct its Formal and Informal Solicitations, award and manage contracts, issue and manage Purchase Orders,

and process invoices and payments to Suppliers and other parties. See “**Workday**” definition.

32. Federal – Refers to any agency, department, or branch of the United States government.

33. Formal Solicitation – A procurement in which the aggregate value of the purchase is above the designated threshold of \$250,000 which must be accomplished through an Invitation for Bids, Request for Proposals, Request for Qualifications, or Invitation to Negotiate, must be broadcast in a manner for equal public access, may require hard-copies in sealed packages or conducted through the County’s Strategic Sourcing Platform, and the responses of which are announced in public at a published date and time. Responses to a Formal Solicitation must be “sealed” or inaccessible until the date and time specified in the Formal Solicitation as the deadline for submittal of the Responses.

34. General Services (Non-Professional Services) – Support services performed by a Supplier which may require specialized knowledge, experience or skills that includes, but is not limited to janitorial services, security services, grounds maintenance, and equipment maintenance, which may or may not require specific licenses, certifications, other professional designations or specialized training that are required for the operations of the County.

35. Good(s) – Tangible items other than real property, construction, or services, such as repair parts, equipment, and office supplies. Unless otherwise stated in the Uniform Commercial Code (UCC) applies to procurement of goods.

36. Grant – Funds given (granted) by one entity to another entity for a particular purpose.

37. Grantor – The entity that provides the grant funds.

38. Indefinite Delivery/Indefinite Quantity Contract - Contract that provides for the delivery of indefinite quantities, within stated limits, of goods or services to be furnished during a fixed period, with deliveries, quantities, and/or performance to be scheduled by placing orders with the Contractor.

39. Informal Solicitation – A competitive request for Quotes or Proposals that does not require advertisement, or public opening. Issued when the aggregate cost of the purchase is less than designated threshold of \$250,000, wherein award may be decided by lowest price, or by Best Value.

40. Invitation for Bids (IFB) – A written Formal Solicitation for competitive sealed Bids for the acquisition of goods, construction, or services by the County in which price is the basis for award, provided the Bid is submitted by a responsible, responsive Bidder.

41. Invitation to Negotiate - A written Formal Solicitation for competitive sealed Proposals intended to determine the best method for achieving a specific goal or solving a particular problem in which price is one of several criteria as the basis of award, and which allows for negotiations with one or more Proposers concurrently in order for the County to achieve best value.

42. Liquidated Damages – Damages in the form of a monetary payment, agreed to by the parties to a contract, to be paid by the party that breaches or defaults all or part of the

contract, to the other party to the contract. Liquidated damages may not be imposed as an arbitrary penalty.

- 43. Lobbying** – Activities by an individual seeking to influence the Board, County staff or County representatives in their decision-making process.
- 44. Local Business** – A business having its principal place of business and mailing address within the geographic boundaries of St. Johns County, Florida, and meeting the requirements for consideration of a Local Business as provided in Section 16.3 this Policy.
- 45. Local Business Preference** – Additional (preferential) consideration for award given to a Local Business in Informal Solicitations which are awarded based on price.
- 46. Micro Purchases** – Purchases in which the aggregate total for the purchase is equal to or less than \$10,000.
- 47. Minority/Disadvantaged/Women Owned Business Enterprise** – A Supplier currently certified by an acceptable Entity to be at least fifty-one percent (51%) owned by minority persons who are members of a group that is of a particular race, ethnic or gender makeup or national origin which has historically been subjected to disparate treatment due to identification in and with that group resulting in under representation of commercial enterprises and whose management and daily operations are controlled by such persons.
- 48. Multi-Year Contract** – A Contract for goods, services or construction that extends beyond a period of one year either within the Initial Term, or through the exercise of any available Renewal Term(s) of the Contract, containing provisions for termination for convenience or non-appropriation.
- 49. NIGP The Institute for Public Procurement** – An international non-profit organization supporting and elevating the public procurement profession through global values, principles, and standards of practice.
- 50. Owner Direct Purchases** – The direct purchase of equipment, materials and/or supplies by the County in order to achieve sales tax savings where such equipment, materials and/or supplies are included in the cost of a construction project in accordance with Rule 12A-1.094, Florida Administrative Code.
- 51. Partial Payment or Progress Payment** – A timed sequence of payments made during the performance of a Contract or periodic payments made over the life of a Contract that allow the Supplier to submit invoices for payment as progress is made in performing the contract.
- 52. Payment Bond** – A surety bond issued by an insurance company, after award of a Contract, and posted by a Contractor to guarantee that all subcontractors, laborers, and suppliers utilized under a Contract will be paid for the satisfactory completion of work performed.
- 53. Performance Bond** – A surety bond issued by an insurance company and posted by a Contractor after award of a Contract, to guarantee satisfactory completion of the work under the awarded Contract.

54. Piggyback – A form of cooperative purchasing in which an entity will be extended the pricing and terms of a contract entered into by another entity that has competitively awarded a contract that includes language allowing other entities to utilize the contract.

55. Professional Services (CCNA) – Those services within the scope of practice of Professional Architecture, Landscaping Architecture, Engineering, or Registered Land Surveying as defined in Florida Statute § 287.055 or those performed by any professional architect, landscape architect, engineer, or registered land surveyor, in connection with their professional employment or practice.

56. Professional Services (Non-CCNA) - Professional services other than those defined in Florida Statute § 287.055, that require personal licensure, certifications, other professional designations, or specialized training in order to perform the services within their profession such as appraisal services, training, accounting, and medical services.

57. Proposal – An offer by a Supplier to provide goods, services, or construction in response to a formal or informal Request for Proposals issued by the County.

58. Proposer – A Supplier who has submitted a proposal in response to a formal or informal Request for Proposals.

59. Protest – A written objection by an interested party to ~~a solicitation or award of a Contract~~ the County's posted Notice of Intent to Award, related to a Formal Solicitation with the intention of receiving a remedial result.

60. Public Construction Bond – A surety bond issued by an insurance company and posted by a Contractor after award of a Contract, conditioned upon the Contractor's performance of the work in the time and manner prescribed in the Contract and promptly making payments to all subcontractors, laborers, and material suppliers for prosecution of the work under the Contract.

61. Public-Private Partnership (also referred to as P3) – a contractual agreement between a public entity and a private company for the development, financing, or operation of public infrastructure or facilities governed by Florida Statute 255.065, and the County's Procedures for Public-Private Partnerships and Unsolicited Proposals.

62. Purchase Order – The County's written document which captures the financial obligation between the County and a Supplier, which may be issued to a Supplier for a purchase, or may be used as internal documentation to encumber funds for an awarded Contract.

63. Quote – An offer by a Supplier to provide goods or services to the County, submitted in response to a Request for Quotes, when the aggregate cost of the purchase is less than the threshold for Formal Solicitation.

64. Rental/Lease Contracts - Contracts for the temporary use of items such as equipment and vehicles and whereby the County agrees to use the property owned by the Supplier for a specified period of time for a specified amount.

65. Request for Information/Letters of Interest – A written solicitation for information regarding products, services or solutions that are available in the market to solve a problem

or meet a need for the County. May also include a request for a Letter of Interest from Suppliers regarding an upcoming solicitation for Proposals.

- 66. Request for Proposals (RFP)** – A written Formal Solicitation for Proposals in which price is one of several criteria considered in the evaluation to determine the Proposer(s) who presents the Best Value to the County.
- 67. Request for Qualifications (RFQ)** – A written Formal Solicitation of Supplier Qualifications in which price is NOT a criterion considered in the evaluation to determine the Supplier(s) best qualified to provide the requirements of the solicitation.
- 68. Request for Quotes (RFQ)** – A written request to Suppliers which includes a description of the goods, services, or construction needed, where Suppliers submit Quotes, which include pricing and other pertinent information required to make the specified purchase. Award of the purchase may be based on price alone or on Best Value with consideration of price and other factors such as qualifications, quality, delivery timeframe, experience, approach to services, past performance, and others as determined by the County.
- 69. Requesting or User Department** – The County Department that identifies a need for goods, services, or construction and generally, is the recipient and/or user of the needed good or service, and serves as the County’s Project Management Team for a construction project.
- 70. Respondent** – A Supplier who submits a response to a Request for Qualifications.
- 71. Response** – A general term used for the submission by a Supplier in response to the County’s Informal and Formal Solicitations (see Bid, Proposal, Quote).
- 72. Responsible Supplier/Bidder/Proposer/Respondent** – A Supplier, Bidder, Proposer, or Respondent that has submitted a Response to an Informal or Formal Solicitation, that is deemed to be capable of performing in all respects to fulfill the Contract requirements, which includes, but is not limited to possessing any and all required licenses and/or certifications, ability to perform, experience, reliability, capacity, credit, facilities, equipment, and other requirements determined by the County to be necessary to meet the contractual obligations.
- 73. Responsive Bid/Proposal/Quote/Response** – A Bid, Proposal, Quote or Response that conforms to all mandatory or essential requirements contained in the Solicitation.
- 74. Revenue Generating Contracts** – Contracts in which payment is made to the County from the contracted Supplier and include, but are not limited to, concessions, catering, use or operation of County facilities, and sponsorships.
- 75. Reverse Auction** – An online auction in which pre-qualified Bidders submit one or more bids against each other to win an Entity’s business.
- 76. Sealed Bid/Proposal/Qualifications/Response** – A Bid, Proposal, Qualifications or Response submitted in response to a Formal Solicitation, which remains “sealed” away from review/consideration until the date and time specified in the Solicitation as the submittal deadline for Bids, Proposals, Qualifications, or Responses.

77. Service(s) – The furnishing of labor, time, or effort by a Supplier to provide a specific function, role, or task for the County, which may involve to a lesser degree, the delivery or supply of products. The Uniform Commercial Code (UCC) does not apply to procurement of services.

78. Single Source – A non-competitive method of procurement used when a Proposal is obtained from only one Supplier to provide goods or services needed due to standardization, warranty or other factors, by which consideration of alternate Supplier(s), good(s) and/or service(s) is not in the County's best interest, even though competitive sources may be available.

79. Small Purchases – Those purchases in which the aggregate total for the purchase is more than \$10,000 and less than or equal to \$250,000.

80. Sole Source -A non-competitive method of procurement used when only one Supplier possesses the unique ability or capability to meet the particular requirements of the County, only one Supplier is practicably available. This is generally used when a particular product and/or manufacturer is required based on existing system, or if a manufacturer has a designated dealer to sell the goods or services.

81. Sourcing Event – The broadcast of a solicitation (informal and formal) through the County's Strategic Sourcing Platform to which Suppliers will submit Responses in accordance with the requirements provided in the solicitation event. Not applicable for solicitations conducted outside the Strategic Sourcing Platform.

82. Specifications/Scope of Work – A precise description of the physical characteristics, quality, requirements and/or desired outcomes of a good or service to be procured, which a Supplier must be able to produce or deliver to be considered for award of a Contract. Detailed specifications include the scope of the work required.

83. Statute – Refers to the Florida Statutes unless otherwise denoted.

84. Standardization – The establishment of a single specification or manufacturer's product(s) for a good, range of goods or service for use by the County.

85. Strategic Sourcing Platform – The third-party system which may be used for broadcasting and conducting the County's informal and formal solicitations and required postings for procurement of goods, services, and construction, which is a module of the ERP System. See "Workday Strategic Sourcing".

86. Subcontractor – A Supplier engaged by a Contractor to perform part, or all, of its contractual obligation.

87. Supplier – A general term for any individual, firm, partnership, corporation, association, or other legal entity that provides something of need such as construction, goods or services.

88. Surplus – County property that is obsolete, no longer needed and not required for a foreseeable need, or that continued use of is uneconomical or inefficient, which is

designated for disposal through auction, bid, sale, donation, destruction or abandonment in accordance with Florida Statute § 274.06.

89. **Task Order** - A document issued to a Contractor or Consultant under the terms and conditions of a Contract that authorizes performance or completion of a specific project or scope of work within a specified schedule for a specified fee.
90. **Termination for Cause (Default)** – A contract clause that allows the Contract to be ended by either party, in whole or in part, due to failure by the other party to satisfactorily perform in accordance with the requirements of the Contract.
91. **Termination for Convenience** – A contract clause that allows all or part of the Contract to be ended unilaterally at the discretion of the County with no reflection on the contractor's performance.
92. **Termination for Non-Appropriation of Funds** – A contract clause that the County has no obligation to continue the contract in future years unless money is lawfully appropriated and allows all or part of the Contract to be ended unilaterally at the discretion of the County if funding to enable the continuance is not appropriated or made available.
93. **Unsolicited Proposal** – A written Proposal pursuant to a Public-Private Partnership, as defined herein, submitted to the County on the initiative of a Supplier, not in response to a request by the County, in accordance with Florida Statute 255.065 and County Procedures for Public-Private Partnerships and Unsolicited Proposals.
94. **Workday** – The County's implemented ERP System, through which the Procure-to-Pay process will be input, approved, and reported on. The Procure-to-Pay process includes requisitions, Purchase Orders, receipts for goods, Supplier invoices, and credit card verifications.
95. **Workday Strategic Sourcing (“WSS”)** – The portion of the County's ERP System which facilitates the solicitation, award and contracting for goods, services and construction in accordance with this Policy.

Section 3: The following paragraph is added to Section 6 Sourcing:

The County, through implementation of an Enterprise Resource Planning (“ERP”) System, may conduct solicitations by E-Procurement through the Strategic Sourcing Platform: Workday Strategic Sourcing, or “WSS”, except in those specific circumstances where required by law, rule, or regulation to advertise or broadcast through other media, such as newspapers or the Florida Register. Such solicitations shall be facilitated through WSS, in an electronic format, unless emergency or unforeseeable events cause the Strategic Sourcing Platform to lose function or accessibility, or the County determines that use of E-Procurement is not in the County's best interest. In such occurrences, the County may, in its sole discretion shift any processes for procurement activities outside the Strategic Sourcing Platform, and shall be determined by the Purchasing Director.

Section 4: The third paragraph of Section 6.1 Purchasing Thresholds, under **Section 6 Sourcing** is hereby revised as follows:

Formal Solicitations of more than \$250,000 must be conducted and approved by the Purchasing Department, publicly broadcast in accordance with this Policy and associated procedures, must provide for Responses to remain “sealed” until the date and time specified for the submittal deadline for Responses, and the results of which must announced at a public meeting.

Section 5: The first paragraph of Section 6.2 Sourcing Strategies, under **Section 6 Sourcing** is hereby revised as follows:

The Purchasing Director is responsible for determining the sourcing method that is most prudent, appropriate, and in accordance with applicable law, this Policy, and associated procedures for each need to include, but not limited to, Request for Quotes, Request for Information/Letters of Interest, Invitation for Bids, Request for Proposals, Requests for Qualifications, Public-Private Partnerships, Invitations to Negotiate, Reverse Auctions, Emergency Purchases, Standardizations, Single Source, Sole Source, Owner Direct Purchases, Piggybacking/Cooperative Purchasing, as further detailed in this Section 6.

Section 6: Section 6.2.4 Request for Qualifications (RFQ) is hereby revised as follows:

A Request for Qualifications is a Formal Solicitation for obtaining written statements of qualifications. Due diligence review of the submitted Responses is conducted by the Purchasing Department to determine those that are responsive and responsible. Responsive and responsible Qualifications are evaluated on multiple, pre-established criteria by an evaluation committee and the Respondent deemed to be the most qualified is selected to enter into negotiations. Pricing is not considered in the evaluation of Qualifications, but may, at the discretion of the County, be evaluated as part of a second stage of evaluation as prescribed in the RFQ. This method is required for the procurement of professional services as defined under Florida Statutes §287.055.

Section 7: The first paragraph of Section 6.2.6 Public-Private Partnerships, under **Section 6 Sourcing** is hereby revised as follows:

Public-Private Partnership acquisitions must be conducted in compliance with Florida Statute § 255.065 and the County’s Procedures for Public-Private Partnerships and Unsolicited Proposals. The Purchasing Department may solicit Proposals or may receive Unsolicited Proposals for qualifying projects and may thereafter enter into an agreement with a Supplier, or a consortium of Suppliers, for the building, upgrading, operating, ownership or financing of facilities or infrastructure.

Section 8: Section 6.5 Advertisements is hereby revised as follows:

Formal Solicitations for construction projects must be advertised in compliance with Florida Statutes §255.025, or as otherwise provided for under Florida Statutes §50.0311. Unless otherwise required by applicable law, rule or regulation, or the grantor of funding for the acquisition, all other Formal Solicitations shall be advertised either by publishing a notice on the Purchasing Department webpage, publishing a notice via the County’s Strategic Sourcing System, or a third-party system which provides ‘push notifications’ of government business opportunities to the Supplier community, or by any other method determined by the Purchasing Director to be applicable.

Required notices for sourcing opportunities, including Formal and Informal Solicitations, and Single Source/Sole Source postings, shall be broadcast universally for Suppliers to have equal

access, except as otherwise provided herein due to emergency impacts. Except as otherwise required by applicable law, rule or regulation, or the grantor of funding for the acquisition, the period for broadcast for sourcing opportunities shall be at the discretion of the Purchasing Director.

Section 9: Section 6.8 Cancellation of Solicitations is hereby revised as follows:

A solicitation may be cancelled, or any or all Bids, Proposals, or Responses may be rejected in whole or in part, when it is in the best interests of the County as determined by the County Administrator or Purchasing Director. The reason(s) for the cancellation shall be made part of the solicitation files. Each solicitation issued by the County shall state that the solicitation may be cancelled and that any Bid, Proposal, or Response may be rejected in whole or in part when in the best interest of the County. Notice of cancellation shall be published or posted in the same manner as notice of the solicitation. The cancellation notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation.

Section 10: Section 6.10 Withdrawal of Bids/Proposals/Quotes/Responses is hereby revised as follows:

For Informal Solicitations, Suppliers may withdraw any submitted Quotes/Proposals/Responses with notification to the Purchasing Department in writing.

For Formal Solicitations, Bids, Proposals, Qualifications, or Responses, the Respondents will not be permitted to withdraw or alter their Response or withdraw any bid deposit or security which may have been required, after the submittal deadline for Bids/Proposal/Qualifications/Responses, as specified in the Formal Solicitation. If, however, circumstances warrant, the Supplier may notify the Purchasing Director, when an error has been made in their Response. Predicated upon the circumstances, the Purchasing Director is authorized to permit the Supplier to withdraw their Response and the remaining responsive and responsible Responses will be evaluated accordingly.

Bidders/Proposers/Respondents to Formal Solicitations may withdraw their Bid/Proposal/Qualifications/Response if the Bid/Proposal/Qualifications/Response has been submitted prior to the submittal deadline for Bids/Proposals/Qualifications/Responses as provided in the Formal Solicitation, provided the Bidder/Proposer/Respondent notifies the Purchasing Department as provided in the Formal Solicitation instructions. In the event of such withdrawal, the County shall not consider any withdrawn Bid/Proposal/Qualifications/Response that was submitted, and shall not penalize any Bidder/Proposer/Respondent for any such withdrawal.

Section 11: Section 14.2 Contract Execution is hereby revised as follows:

All Contracts must be executed either in ink or electronically by the Supplier and the County Administrator, Purchasing Director, Purchasing Manager, or their designee based upon the authority provided in this Policy. Contracts approved by the Board shall be signed by the County Administrator, Purchasing Director or Purchasing Manager as an administrative action in accordance with the Board's approval. Contracts will only be effectuated upon full execution by all parties.

Section 12: Savings Clause. The remaining portions of St. Johns County Ordinance No. 2022-22 and 2024-21 shall remain in full force and effect.

Section 13: Severance Clause. It is the intent of the Board of County Commissioners of St. Johns County, and is hereby provided, that if any section, subsection, sentence, clause, phrase or provision of this Ordinance is held to be invalid or unconstitutional by a court of

competent jurisdiction such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining sections, subsections, sentences, clauses, phrases, or provision of this Ordinance.

Section 14: Effective Date.

- A. This Ordinance shall take effect upon adoption by the Board.
- B. This Ordinance shall be filed with the Department of the State of Florida.

PASSED AND ENACTED by the Board of County Commissioners of St. Johns County, Florida, this 11th day of December, 2025.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

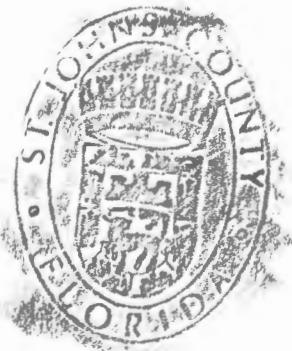
Rendition Date DEC 18 2025

By: Clay Murphy
Clay Murphy, Chair

ATTEST: Brandon J. Patty, Clerk of the
Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

Effective Date: DEC 16 2025



LOCALIQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Brandon Patty, Clerk of Circuit Attn: Artricia Allen Deputy Clerk
Brandon Patty, Clerk of Circuit Court & Comptroller
4010 Lewis Speedway
St Augustine FL 32084-8637

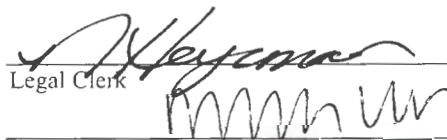
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

SAG St Augustine Record 12/05/2025
SAG staugustine.com 12/05/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/05/2025



Legal Clerk

Notary, State of WI, County of Brown

8-75-26

My commission expires

Publication Cost:	\$123.04
Tax Amount:	\$0.00
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PO #:	

of Copies: 1

NOTICE OF PUBLIC HEARING OF THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of St. Johns County, Florida, will hold a public hearing to consider adoption of the following ordinance at a regular meeting on Tuesday, December 16, 2025, at 9:00 a.m. in the County Auditorium at the County Administration Building, 500 San Sebastian View, St. Augustine, Florida:

AN ORDINANCE OF ST. JOHNS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING ST. JOHNS COUNTY ORDINANCE NO. 2022-22 PURCHASING POLICY ORDINANCE, WHICH SPECIFICALLY AMENDS DEFINITIONS IN SECTION TWO; AMENDS SECTION 6 SECURING, INCLUDING CHANGES TO; SECTION 6.1 PURCHASING THRESHOLDS; SECTION 6.2 SOURCING STRATEGIES; SECTION 6.2.3 INVITATION FOR BIDS (IFB); SECTION 6.2.4 REQUEST FOR QUALIFICATIONS (RFQ); SECTION 6.2.6 PUBLIC-PRIVATE PARTNERSHIPS; SECTION 6.5 ADVERTISEMENTS, AND SECTION 6.8 CANCELLATION OF SOLICITATIONS; AND AMENDS SECTION 14, CONTRACT EXECUTION AND MAKING FINDINGS OF FACT; PROVIDING FOR INCLUSION IN THE ORDINANCE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The proposed ordinance is on file in the office of the Clerk of the Board of County Commissioners at the Richard O. Wilson Judicial Center, 4010 Lewis Speedway, St. Augustine, Florida, and may be examined by interested parties prior to the said public hearing. Please take note that the proposed ordinance is subject to revision prior to hearing or adoption. All parties having any interest in said ordinance will be afforded an opportunity to be heard and to speak on it.

If a person decides to appeal any decision made with respect to any matter considered at the hearing, such person will need a record of the proceedings, and for such purposes he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

NOTICE TO PERSONS NEEDING SPECIAL ACCOMMODATIONS AND TO ALL HEARING-IMPAIRED PERSONS: In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact ADA Coordinator at (904) 825-4700 or at the Facilities Management Department, 2416 Dobbs Road, St. Augustine, FL 32086. For hearing impaired individuals: Florida Relay Service: 1-800-955-8770, no later than 5 days prior to the date of this hearing.

BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

BRANDON J. PATTY, ITS CLERK
By: CRYSTAL SMITH, Deputy Clerk
Pub: 12/5/25; #11894726

MARIAH VERHAGEN
Notary Public
State of Wisconsin

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

December 19, 2025

FILED DEC 19 2025
St. Johns County
Clerk of Court

By: Crystal Smith
Deputy Clerk

Brandon Patty
Clerk of Courts
St. Johns County
500 San Sebastian View
St. Augustine, FL 32084

Dear Brandon Patty,

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of St. Johns County Ordinance No. 2025-50, which was filed in this office on December 19, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp