

**Blueprint Intergovernmental Agency
Board of Directors
Agenda Modifications
January 30, 2020**

ADDITIONS / CHANGES:

Requested By:	Item No.	Subject	Comments
Ben Pingree	Agenda Outline	Citizens to be Heard	
Cristina Paredes	6	Approval of the Allocation of Tallahassee-Leon County Office of Economic Vitality Funds in Support of Project Juggernaut	MA
Cristina Paredes	7	Approval of the Minority Women Small Business Enterprise Policy and the Revision to the Blueprint Procurement Policy	RP/RI
Cristina Paredes	9	Acceptance of the Status Report and Consideration of Purchase of Property located at 1309 Alabama Street	RP/RI

CONSENT ITEM(s) Pulled for Discussion:

Requested By:	Item No.	Subject	Comments
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DELETED ITEMS:

Requested By:	Item No.	Subject	Comments
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ADDITIONAL/SUPPLEMENTAL AGENDA MATERIAL:

Requested By:	Item No.	Subject	Comments
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MA = Material attached

MPP = Material previously provided

MTBP = Material to be provided

RP/RI = Replacement pages/Replacement item

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**Blueprint Intergovernmental Agency
Board of Directors
Agenda Item #6
January 30, 2019**

Title: Approval of the Allocation of Tallahassee-Leon County Office of Economic Vitality Funds in Support of Project Juggernaut

Category: General Business

Intergovernmental Management Committee Vincent S. Long, Leon County Administrator
Reese Goad, City of Tallahassee Manager

Lead Staff / Project Team: Benjamin H. Pingree, Director, Department of PLACE
Cristina Paredes, Director, Office of Economic Vitality

STATEMENT OF ISSUE:

This agenda item requests approval of a competitive incentive package to support the expansion of a local manufacturing company, Project Juggernaut. Project Juggernaut represents a Tallahassee-Leon County-based advanced manufacturing company considering expansion within Innovation Park. The company expansion will include:

- \$48 million capital investment in a new 88,000 sq. ft. manufacturing center
- 239 new manufacturing and research jobs (current targets include 32 jobs by 2024 – 30% high skill / 70% middle skill, and 207 jobs of similar skills distribution by 2031) to be created between 2022 and 2029.
- Economic impact of \$140.6 million, creating 367 construction-related and 586 permanent jobs as a result.

This project is highly competitive as the company is also considering other locations for the new manufacturing facility.

Due to the sensitive nature of its current site selection process, the company has requested in writing that OEV maintains full confidentiality of certain information in accordance with Florida law. Section 288.075, Florida Statutes, allows specific company information to be kept confidential during the negotiation of an economic incentive opportunity. Protected information, including the company's plans, intentions, or interests to locate, relocate, or expand any of its business interests in the state, is exempt from public disclosure for 12 months after the Agency receives a request for confidentiality and up to 180 days after a final project order for an economic incentive agreement is issued by the Department of Economic Opportunity. More detailed information regarding the business will be shared as the company's final location decision is made.

FISCAL IMPACT:

The total fiscal impact of Project Juggernaut for the next ten years is estimated to be **\$2,308,810**:

- \$38,400 for QTI Tax Refund Match;
- \$1,465,410 for the Target Business Program;
- \$805,000 to support Leon County Research and Development Authority increased Economic Competitiveness 2019-21 Strategic Plan Goals and OEV Strategic Plan.

Funding for this proposal is available in the OEV budget and will be budgeted as part of the OEV Capital Budget. It is anticipated that the first LCRDA payment will be issued in FY 2021 and the first TBP and QTI funding will be distributed in FY 2022. Therefore, the incentives requested in this package can be covered by the OEV Capital budget. If approved and the company moves forward, Project Juggernaut activity is expected to create 239 new full time jobs, over 10 years, with salaries greater than 150% of the local average annual wage and an estimated \$48 million in capital investments in Leon County.

STRATEGIC PLAN:

The development of an incentive package for prospective clients directly supports the following Economic Development Strategic Plan goal:

- Identify and develop a full inventory of all available products (sites and buildings) along with the workforce, resources and other factors that create the total picture a company may consider in choosing to relocate or expand to Tallahassee-Leon County (d.1).
- Develop concise, sector-specific materials and the tools to showcase Tallahassee-Leon County to prospective clients using personal outreach to maximize effectiveness and efficiency (d-2).
- Site-readiness and marketing also support Technology Transfer and Commercialization, which through strategy b.1.5 seeks to facilitate the creation of 200 new private sector jobs related to tech cluster development.

This incentive package directly supports OEV's job creation goal to create 200 high wage jobs in target industry sectors and builds upon the "Magnetic Capital of the World" business development activities.

RECOMMENDED ACTION:

- Option 1: Approve \$2,308,810 from OEV funds to support Project Juggernaut to include:
- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
 - QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
 - Authorize the Director of PLACE to execute the commitment of funds to Leon County Research and Development Authority Funds in the amount of

\$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:

- Funding to support Asset Maximization and Readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings.
- Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel.
- Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

BACKGROUND:

On October 27, 2016 the IA approved the Economic Development Strategic Plan for Tallahassee-Leon County which reflects the Board's desire to invest in and cultivate the evolving economic development landscape. During this meeting, the Board also adopted the Policies and Procedures Manual for OEV, which formally guides staff activity and ensures appropriate and responsible use of organizational resources and allows it to develop a successful, customer-centric approach. These policies, including the local Targeted Business Program (TBP) and the Qualified Targeted Industry (QTI) Tax Refund Program administered by the State of Florida, also benefit the local community in that they present competitive incentive packages for economic development opportunities. As part of this new policy, the Board approved the Intergovernmental Management Committee (IMC) to approve and execute any documents related to local incentive programs less than \$500,000 per program and any incentive program exceeding \$500,000 must be brought to the Board for consideration.

Staff is currently working closely with Project Juggernaut as well as local and state economic development partners to communicate the benefits of choosing Tallahassee-Leon County over its out-of-state competitors for its proposed expansion. In order to remain competitive, this agenda item requests the approval of the itemized incentive package, which will trigger the company's retention and expansion locally.

PROJECT OVERVIEW

Project Juggernaut represents a Tallahassee-Leon County-based advanced manufacturing and magnetic technology company considering expansion within Innovation Park. The company practices corporate social responsibility, with energy, climate, and environment sustainability targets, and donations to local nonprofits and Leon County Schools.

The company expansion represents a \$48 million capital investment and 239 new manufacturing and research jobs over the next 10 years, and a new 80,000sq. ft. manufacturing center. Based on the project's known parameters, Project Juggernaut is eligible to participate in four incentive programs: the Targeted Business Program (TBP), the Qualified Target Industry

Program (QTI), the State of Florida's Urban Job Tax Credit Program, and the Career Source Incumbent Worker Training (IWT).

ECONOMIC IMPACT ANALYSIS

The project received an economic analysis conducted by the FSU Center for Economic Forecasting and Analysis, which found that Construction and Permanent Employment benefits from the project would equal \$140 million in economic output. Of this, \$52 million would occur as a one-time construction impact and \$88.6 million would occur yearly once the full amount of hires (239) is made. This will result in 105 indirect and 242 induced jobs created and sustained once the expansion is fully operational, and will permanently contribute an additional \$88.6 million to the Tallahassee MSA economy thereafter. The forecast estimates that permanent operations will lead to \$5.8 Million federal and \$2.7 million state and local taxes on a yearly basis at full buildout (Attachment #1).

TARGET BUSINESS PROGRAM (LOCAL)

TBP is a local incentive program utilized to induce business growth that is beneficial to the community by helping to implement the long-term vision for economically viable and environmentally sustainable growth. TBP offers incentives to new and existing businesses that create value-added jobs that will diversify the economy suited to Tallahassee-Leon County's business mix and will generate revenue growth from the sales of goods and services outside the local economy. While TBP rewards job creation, it is built off of a company's local capital expenditures on land, buildings, and equipment. The greater a company's outlay for real estate, the higher potential it has for TBP reimbursement. In this instance, the company qualifies for 100% reimbursement of permit fees and a portion of ad valorem taxes over ten years. The total estimated TBP incentive for this project is \$1,465,410 over the next ten years, which includes an estimated one-time \$40,000 reimbursement for development fees in year one, based upon its corporate performance, metric fulfillment, and reimbursement request. It is anticipated that the first reimbursement will be issued in FY 2022 at the earliest, thus it is anticipated that adequate funding will be available through the allocation of sales tax dollars for economic development. The annual allocation for Project Juggernaut's TBP is estimated to range from \$69,833 in year one and \$279,154 in year ten, with a ten year average of \$146,541 per year.

QUALIFIED TARGETED INDUSTRY (STATE/LOCAL)

Through its creation of high-wage jobs (150% Area Median Wage) in a "high impact sector", this project is eligible for up to \$6,000 in state tax reimbursements for each job created. During the current cycle (2020-2024), the company anticipates creating 32 jobs, which makes the company eligible for \$192,000 in total. Of this, \$153,600 (80%) would be paid by the Florida Department of Economic Opportunity and \$38,400 (20%) would be paid through OEV QTI match fund dollars. QTI awards are only allowed to be assessed and disbursed during a five year period; however, the company has submitted job creation projections for a ten year period. Hence, it is anticipated that Project Juggernaut will have two job creation phases for consideration by the CPC and ultimately the IA Board of probable future QTI match requests associated with the project. Phase 1 (as defined by DEO) covers 2020-2024. It is anticipated that Project Juggernaut will bring a subsequent request forward on Phase 2/3, which would cover 2025-2029 and an estimated 207 jobs as the Company continues to expand their manufacturing line. OEV has

therefore calculated the total estimated QTI reimbursement to be \$286,800 if all 239 jobs are created and incented according to the current method. This leaves a remainder of \$248,400 of potential QTI match through future applications that OEV may participate in if job creation meets targets.

Of note, the continuation of the QTI program is under consideration by the Florida Legislature, since the current statute is set to sunset in June 30, 2020.

FLORIDA STATE UNIVERSITY COMMITMENT

With the expansion, the company may need to extend its footprint beyond its existing parcels, mainly to allow for additional parking and vehicular access. As part of the company's proposed incentive package, Florida State University is also contributing land (Parcel 6C) to enhance the existing access, facilities, and private sector investment at Innovation Park.

LEON COUNTY RESEARCH AND DEVELOPMENT AUTHORITY FUND REQUEST, INCREASED ECONOMIC COMPETITIVENESS PROPOSAL

At its December 12, 2019 meeting, the Leon County Research and Development Authority (LCRDA) Board agreed to lease the two proposed project sites (land valued at \$805,000) to Project Juggernaut at no cost to the company for a term through January 28, 2074. The project sites are controlled by LCRDA, and constitute 16.72 acres, with an appraised value of \$805,000. Unlike previous recruitment and expansion projects at Innovation Park, LCRDA has informed OEV that it is not in a position to make a financial commitment at this time. The LCRDA Board submitted a request to the Blueprint Intergovernmental Agency Board of Directors in the amount of \$805,000 to support the execution of the LCRDA strategic plan at Innovation Park and long-term economic development strategic plan of Tallahassee-Leon County (Attachment #2).

To ensure that disbursements support both the long-term economic development strategic plan of Tallahassee-Leon County and LCDRA strategic plan, it is recommended that a Memorandum of Understanding (MOU) be developed to support specific activities related to Goals 2 and 3 of the 2019-2021 LCRDA Strategic Plan. Goals and rationales for funding eligibility under this disbursement are as follows:

- Goal #1 Construct and equip the incubator by December 31, 2020 and have 50% occupied by December 31, 2021.
 - The IA Board previously approved \$2.5 Million toward the building of an incubator should LCRDA obtain EDA grant funding.
- Goal #2 Asset Maximization & Readiness and Goal #3 Attract at least 3 new targeted private companies to expand/relocate to Innovation Park by December 31, 2021.
 - These goals are consistent with the Long Term Economic Development Strategic Plan approved by the IA Board.
- Goals 4 and 5 are specifically related to LCRDA governance and financial resources.

Goals #2 and #3 directly support the "Magnetic Capital of the World" business development activities as well as other long-term economic development actions in the Strategic Plan:

- Identify and develop a full inventory of all available products (sites and buildings) along with the workforce, resources and other factors that create the total picture a company may consider in choosing to relocate or expand to Tallahassee-Leon County (d.1).
- Develop concise, sector-specific materials and the tools to showcase Tallahassee-Leon County to prospective clients using personal outreach to maximize effectiveness and efficiency (d-2).
- Site-readiness and marketing also support Technology Transfer and Commercialization, which through strategy b.1.5 seeks to facilitate the creation of 200 new private sector jobs related to tech cluster development.

Other Eligible State Incentive Programs

Project Juggernaut is also eligible to participate in the State of Florida's Urban Job Tax Credit Program, upon achieving specific job creation milestones. This new local funding initiative is tailored for new or existing businesses located in the designated high crime area by the State of Florida in Tallahassee-Leon County to help encourage quality job growth. It provides eligible businesses that create jobs a pay-for-performance refund that is determined by the number of jobs created and the average annual wage of the created jobs. It is evaluated and applied for on a yearly basis and is estimated that the organization could be eligible for a total of \$239,000 over ten years. OEV will continue to work with our partners to assist in workforce recruitment and retention to help ensure the talent pool in the Tallahassee area continues to grow.

In addition, CareerSource would make funds available via the Incumbent Worker Training (IWT) program to provide training for the current employee base totaling \$150,000 over nine years. This program provides grants for continuing education and training of current full-time employees at Florida companies by reimbursing up to 75% for pre-approved training costs.

COMPETITIVE PROJECTS CABINET:

At its January 23, 2020 meeting, the Competitive Projects Cabinet (CPC) unanimously approved the full allocation of \$2,308,810 from OEV funds to support Project Juggernaut, including:

- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
- QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
- Commitment of funds to Leon County Research and Development Authority Funds
- Recommends the allocation of \$805,000 in OEV funds to support 2019-2021 LCRDA strategic plan as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:
 - Funding to support Goal #2 of LCDRA Strategic Plan (Asset Maximization and Readiness) by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings. This investment in asset maximization and readiness will increase the economic competitiveness of Innovation Park and accommodates the businesses OEV is trying to attract.
 - Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel. This targeted

recruitment supports the “Magnetic Capital of the World” business development activities, aligns with OEV’s strategic plan as well as Goal #3 of LCRDA’s plan.

- Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company’s obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

Funding for this proposal is available in the OEV budget and will be budgeted as part of the OEV Capital Budget. It is anticipated that the first LCRDA payment will be issued in FY 2021 and the first TBP and QTI funding will be distributed in FY 2022. Therefore, the incentives requested in this package can be covered by the OEV Capital budget as shown in the 20-year OEV Capital budget in Attachment #3.

NEXT STEPS

Upon IA Board review and approval, the company will be notified via a letter. Per QTI application requirements found in section 288.106(4)(a)10, Florida Statutes, OEV will bring the QTI Resolution before the Board of County Commissioners at its February 11, 2020 to approve (See Attachment #4). The resolution will be transmitted to DEO to complete the QTI Phase 1 application.

For local components of the incentive, staff will compose a contract similar to previous incentive awards that ties funding disbursement to proven new employment and wages, and demonstrable taxes (e.g. ad valorem, tangible personal property, corporate income and sales tax) paid by the company during eligible timelines.

In addition, staff recommends that the PLACE Director be authorized to execute a Memorandum of Understanding between OEV and LCRDA that determines the terms of the \$805,000 funding commitment, per the recommendations below. If granted, OEV staff will work with LCRDA to finalize this MOU.

CONCLUSION:

Project Juggernaut can consist of an incentive-induced expansion of a major advanced manufacturer within Leon County. If induced, the company is anticipated to launch a \$48 million dollar investment in a new 88,000 square foot advanced manufacturing facility that will create 239 high wage jobs during the period 2022-2031.

The CPC and OEV staff are recommending the IA Board’s approval of Project Juggernaut’s current **\$2,308,810** incentive package, including:

- Target Business Program funding for a total estimated amount of **\$1,465,410** over ten years;
- QTI 20% match of **\$38,400** – which will leverage \$153,600 in funding from the State of Florida;
- Commitment to LCRDA Leon County Research and Development Authority Funds in the amount of \$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:

- Funding to support asset maximization and readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings. This investment in asset maximization and readiness will increase the economic competitiveness of Innovation Park and accommodates the businesses OEV is trying to attract. These items are in agreement with OEV Strategic Plan Strategies d.1, d.2, and b.1.5 as well as Goal #2 of LCRDA's plan.
- Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel. This targeted recruitment supports the "Magnetic Capital of the World" business development activities, aligns with OEV's strategic plan d.1, d.2, and b.1.5 as well as Goal #3 of LCRDA's plan.
- Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

The company will make its final expansion decision in Spring 2020. Following the IA Board approval of Project Juggernaut's incentive packet, staff will continue assisting the company with any planning and permitting needs that arise during the expansion phase.

RECOMMENDED ACTION:

- Option 1: Approve \$2,308,810 from OEV funds to support Project Juggernaut to include:
- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
 - QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
 - Authorize the Director of PLACE to execute the commitment of funds to Leon County Research and Development Authority Funds in the amount of \$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:
 - Funding to support Asset Maximization and Readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings.
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 - Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.

OPTIONS:

- Option 1: Approve \$2,308,810 from OEV funds to support Project Juggernaut to include:
- Target Business Program funding for a total estimated amount of \$1,465,410 over ten years;
 - QTI 20% match, estimated at \$38,400 over the period 2020-2024 – which will leverage \$153,600 in funding from the State of Florida;
 - Authorize the Director of PLACE to execute the commitment of funds to Leon County Research and Development Authority Funds in the amount of \$805,000 as agreed upon through a Memorandum of Understanding (MOU) between LCRDA and OEV, to include the following:
 - Funding to support Asset Maximization and Readiness by creating pad ready sites within the 15 acres of undeveloped land and renovation of the 23,000 square feet of existing space in its buildings.
 - Funding to support the targeted recruitment of five new qualified leads in cooperation with OEV. Funding may be utilized for marketing, promotion and travel.
 - Disbursement of funds will be based on the following milestones:
 - Disbursement 1: Will occur upon groundbreaking construction or October of 2020, whichever is later.
 - Disbursement 2: Will occur upon the company's obtaining a Certificate of Occupancy for the site or October of 2021, whichever is later.
- Option 2: Do not approve the Project Juggernaut Incentive Package.
- Option 3: IA Board Direction.

Attachments:

1. Project Juggernaut Economic Impact Results
2. Project Juggernaut LCRDA Proposal
3. OEV CIP Budget
4. DRAFT Leon County Commission Juggernaut QTI Resolution

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Economic Impact Results Project Juggernaut

Introduction

The Center for Economic Forecasting & Analysis (CEFA) at Florida State University, in Partnership with the Tallahassee-Leon County Office of Economic Vitality (OEV) prepared the following economic impact analysis for Project Juggernaut. Consistent with standard practice for economic impact analysis, the direct impacts associated with the proposed project, as well as the indirect and induced impacts are calculated for the Tallahassee Metropolitan Statistical Area (MSA). These impacts have been produced using the IMPLAN® model.

This report evaluates the proposed project's broader economic benefits, measured in terms of economic output (the value of industry production), local employment or jobs, and income or wages. Calculations are provided for two categories of benefits (and totaled): a) Construction (or Temporary) benefits; and b) Permanent benefits associated with the ongoing operation of the commercial operations. The total economic impact of Project Juggernaut is the summation of the one-time economic benefits associated with the construction phase of the project and the ongoing, permanent operations of the proposed \$48 million advanced manufacturing project.

The project will generate the following types of economic benefits in the regional economy:

- **Direct Benefits.** Direct benefits relate to: a) the short-term business activity associated with project construction, and b) the ongoing business activity associated with the businesses that are located within the developed project.
- **Indirect Benefits.** Indirect benefits will result when local firms directly impacted by the project in turn purchase materials, supplies or services from other firms.
- **Induced Benefits.** Induced benefits relate to the consumption and spending of employees of firms that are directly or indirectly affected by the project. These would include all of the goods and services normally associated with household consumption (i.e., housing, retail purchases, local services, etc.).

Summary of Total Economic Impact

The total economic impact of Project Juggernaut is estimated to total 953 jobs, over \$47 million in income or wages and approximately \$141 million in total economic output. The construction impacts are estimated to total 367 jobs, over \$18 million in income or wages and more than \$88.6 million in total economic output (sales/revenues). On an annual (permanent) basis, the project is projected to generate 586 jobs, approximately \$29 million in income or wages, and more than \$88 million in total economic output (sales/revenues).

Tallahassee MSA Total Economic Impact

Economic Measure	Economic Output (Sales/Revenues)	Employment or Jobs	Income or Wages
Construction	\$52,047,437	367	\$18,071,394
Permanent Employment	\$88,619,374	586	\$28,958,320
Grand Total	\$140,666,811	953	\$47,029,714

* in Nov 2019 \$

Summary of Employment Impact

Construction (temporary) impact will create 158 one-time jobs with an additional 209 indirect and induced jobs. These jobs are not permanent jobs, rather, when the project is complete the construction employment demands



created by the project will cease. A total of 239 permanent jobs will be created when construction is complete and all economic activities are fully operational, with an additional 105 indirect and 242 induced jobs needed to support project operations. The jobs associated with the operations are permanent jobs, therefore these impacts will continue on an annual basis.

Tallahassee MSA Employment Impact

Employment	Direct	Indirect	Induced	Total
Construction	158	46	163	367
Permanent	239	105	242	586
Grand Total	397	151	405	953

Summary of Output Impact

Construction (temporary) impacts will result in almost \$24 million in direct economic output (total economic activity generated by the project) with an additional \$28.3 million in output from indirect and induced economic activity. Permanent direct economic output will exceed \$41 million annually, with an additional \$46.8 million in annual indirect and induced economic output.

Tallahassee MSA Output Impact

Output	Direct	Indirect	Induced	Total
Construction	\$23,668,459	\$7,502,548	\$20,876,430	\$52,047,437
Permanent	\$41,812,041	\$15,524,699	\$31,282,634	\$88,619,374
Grand Total	\$65,480,500	\$23,027,247	\$52,159,064	\$140,666,811

* in Nov 2019 \$

Summary of Income Impact

Construction (temporary) direct impacts will result in almost \$8 million in one-time income with an additional \$10.1 million in income from indirect and induced jobs. The jobs associated with construction are not permanent jobs, rather, when the project is complete those employment demands created by the project will cease. Nearly \$12.4 million in income annually will be created by permanent employment when construction is complete and all economic activities are fully operational, with an additional \$16.5 million in indirect and induced jobs needed to support project operations. The income associated with the operations are permanent wages, therefore these impacts will continue on an annual basis.

Tallahassee MSA Income Impact

Income	Direct	Indirect	Induced	Total
Construction	\$7,883,703	\$2,485,119	\$7,702,572	\$18,071,394
Permanent	\$12,399,108	\$5,238,622	\$11,320,590	\$28,958,320
Grand Total	\$20,282,811	\$7,723,741	\$19,023,162	\$47,029,714

* in Nov 2019 \$



Summary of State, Local and Federal Taxes Impacts

In addition to the employment, income and economic output associated with the project, there is also the accrual of State, Local, and Federal taxes. The one-time fiscal impact associated with the construction of the project is estimated to be approximately \$5.6 million. The estimated annual fiscal impact is more than \$8.5 million.

Tallahassee MSA State, Local, and Federal Taxes Impact

Taxes	Permanent	Construction	Total
State & Local Taxes	\$2,757,873	\$1,938,265	\$4,696,138
Federal Taxes	\$5,822,335	\$3,695,457	\$9,517,792
Grand Total	\$8,580,208	\$5,633,722	\$14,213,930

* in Nov 2019 \$

**All impacts are presented as impacts to the Tallahassee MSA with monetary figures presented in current (November 2019) dollars. Additionally, the analysis is based on information provided by company representatives. Economic Impact analysis does not include any quality of life nor opportunity costs (alternative investment) valuation. Small differences in the estimates may occur due to rounding.*

Economic Impact Analysis Prepared By:

Julie Harrington, Ph.D.

Director, Center for Economic Forecasting and Analysis

Florida State University



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January 22, 2020

Mr. Ben Pingree, Director
Tallahassee/Leon County Department of Place
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301

RE: LCRDA Funding Request, Increased Economic Competitiveness Proposal

Dear Mr. Pingree:

On behalf of the Leon County Research & Development Authority ("LCRDA") Board of Governors, I respectfully request \$805,000 from the Intergovernmental Agency for uses consistent with the execution of the LCRDA strategic plan. LCRDA and OEV are working hand-in-hand to execute OEV's business attraction and growth strategy related to the Applied Research and Manufacturing industry clusters as they have been defined. Project Juggernaut is a prime example of this collaboration. In order to support this strategy and provide for more economic competitiveness, there are a number of tactics LCRDA will employ. Examples include developing pad-ready sites, as well as suitable R&D and lab space at Innovation Park.

Innovation Park is an integral component of the community's economic vitality. LCRDA is currently proposing to provide its support to Project Juggernaut via a land lease to the Project Juggernaut company ("Company"). In order to provide a competitive project proposal, the Company has indicated LCRDA's land must be made available to the company at no cost. The 16.72 acres of land has an appraised value of \$805,000. The land consists of 12.02 acres purchased by LCRDA and 4.7 acres leased by LCRDA from the State of Florida Board of Trustees of the Internal Improvement Trust Fund ("BTIITF"). LCRDA proposes to lease the land to the Company at no cost for a term through January 28, 2074 to run concurrent with its lease with BTIITF.

LCRDA fully supports Project Juggernaut and the value the Company brings to the community. The economic impact of the project is substantial in terms of job creation, income, and output, as well as the generation of Federal, State and Local taxes. However, none of these economic benefits flow directly to LCRDA. LCRDA does not directly receive any tax funding. At the same time, it is growing programs in support of early stage hard-science technology companies, as well as dealing with the cost of maintaining and renovating aging buildings and infrastructure.

In the absence of LCRDA receiving value for the assets it possesses, it must have alternative sources of funding in order to continue to fulfill its mission and support the economic development activities of the

community. We ask that the Intergovernmental Agency provide the requested funding contingent upon the Company choosing Tallahassee for its expansion and executing a corresponding no cost land lease with LCRDA. We ask that the requested funding be provided to LCRDA in the fiscal year beginning October 2020 and paid in equal installments over the next two years. LCRDA will submit a report of funds expended beginning November 2021 and annually thereafter until all funds are expended.

We thank you for your consideration of our request, and we would be happy to provide whatever information you require and to answer any questions you have.

Sincerely,
Leon County R&D Authority

A handwritten signature in black ink, appearing to read "Ronald J. Miller, Jr.", written in a cursive style.

Ronald J. Miller, Jr,
Executive Director

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Proposed FY 2020 Office of Economic Vitality Capital Projects and Economic Vitality Programs Budget						FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	Total, FY 2020-2024	Amount Remaining to Complete Project Based on Estimated Cost to Complete
1 Sources of Funds							Blueprint 2020 Program Funding					
2 Allocation of Net Sales Tax Revenues						2,038,527	3,804,953	2,430,584	2,525,777	2,624,576	13,424,417	
3 City, County, State and Federal Funding (1)						852,928	482,707	487,534	492,409	497,333	2,812,911	
4 Bond Proceeds						-	20,000,000	-	-	-	20,000,000	
5 Grants and Miscellaneous Funding						510,000	-	-	-	-	510,000	
6 Total Sources of Funds for Office of Economic Vitality Projects						3,401,455	24,287,660	2,918,118	3,018,186	3,121,909	36,747,328	
7 Uses of Funds							Blueprint 2020 Program					
A B C D A - B												
Estimated Cost to Complete												
Amounts Allocated in Prior												
Project Expenses Through												
Project Balance as of												
Estimated Allocations Required to												
Complete Project												
8 Incentives, Grants and Programs						FY 2020 Projected Allocations	FY 2021 Projected Allocations	FY 2022 Projected Allocations	FY 2023 Projected Allocations	FY 2024 Projected Allocations		
9 Business Recruitment and Incentive Fund (BRIF)						-	-	-	-	-	-	
10 Qualified Target Industry Tax Refund						14,000	38,500	42,000	42,000	31,500	168,000	
11 Target Business Program						194,705	156,631	172,294	188,536	206,370	918,536	
12 Urban Vitality Job Creating Pilot Program						50,000	25,000	-	-	-	50,000	
13 ARPC EDA Revolving Loan Fund for Small Businesses						225,000	25,000	25,000	25,000	25,000	325,000	
14 Land, Labor, Capital Incentives						-	-	-	-	-	-	
15 Magnetic Technologies Recruitment						121,000	121,000	121,000	121,000	121,000	605,000	
16 Business Development: Attraction/Expansion						48,000	33,000	33,000	33,000	33,000	180,000	
17 FSU Partnership for Business Intelligence						10,000	-	-	-	-	10,000	
18 Project Juggernaut						402,500	484,485	85,885	91,885	1,064,755	1,244,055	
19 Capital Projects Allocations												
20 Convention Center						-	20,000,000	-	-	-	20,000,000	
21 Tallahassee International Airport						528,750	705,000	705,000	705,000	705,000	3,348,750	
22 LCRDA Incubator: \$2.5 million Pledge						-	-	-	-	-	-	
23 Business2Business Engagement Actions											2,500,000	
24 Workforce Development						100,000	100,000	100,000	100,000	100,000	500,000	
25 Business and Workforce Engagement Events						40,000	40,000	40,000	40,000	40,000	200,000	
26 MWSBE Industry Academies and B2B Outreach						10,000	10,000	10,000	10,000	10,000	50,000	
27 Strategic Marketing and Communication						-	-	-	-	-	-	
28 Economic Vitality Sponsorships						35,000	35,000	35,000	35,000	35,000	175,000	
29 Economic Vitality Studies												
30 MWSBE Disparity Study						-	-	-	-	500,000	500,000	
31 Target Industry Study						-	-	-	100,000	-	100,000	
32 Strategic Plan/Target Industries/Disparity Updates						-	-	120,000	-	-	120,000	
33 Total Uses of Funds, OEV Projects						1,351,455	21,691,631	1,887,779	1,485,421	1,898,755	28,315,041	
34 Repayment of Advance Funding to City and County						1,000,000	500,000	500,000	500,000	500,000	3,000,000	
35 Future Opportunity Leveraging Fund						1,050,000	2,096,029	530,339	1,032,765	723,154	5,432,287	
36 Total Uses of Funds for Office of Economic Vitality Projects						3,401,455	24,287,660	2,918,118	3,018,186	3,121,909	36,747,328	
37 Sources of Funds less Uses of Funds						-	-	-	-	-	-	

NOTE: The Capital Improvement Program allocates net sales tax and other sources of funds to capital infrastructure projects and economic development projects; only funding identified in FY 2020 will be allocated toward any projects. Funding identified in the outlying years (2021 - 2024) is based on current estimates of future net sales tax revenues for capital projects and other anticipated funding sources.

(1) Budgeted revenue from City, County, State and Federal funding consists of equal funding shares from the City of Tallahassee and Leon County to support the operations of the Minority, Women and Small Business Enterprise program. Each government has committed to fund one-third of the program's operating costs while the Office of Economic Vitality will fund the remaining amount from its dedicated sales tax revenue.

(2) The estimated costs to complete each project is based on the five-year time horizon presented in this Capital Projects Budget. Many of OEV's projects are of an ongoing nature and will not be considered "complete" until the IA Board provides direction to discontinue the project. Other projects, such as contributions to the Convention Center and LCRDA Incubator will be complete upon OEV's provision of funding. The annual airport allocation is ongoing for the life of the Blueprint 2020 sales tax.

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RESOLUTION No. 2020 - _____

A RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF LEON COUNTY, FLORIDA RECOMMENDING THAT **PROJECT JUGGERNAUT**, BE APPROVED AS A QUALIFIED TARGET INDUSTRY BUSINESS PURSUANT TO SECTION 288.106, FLORIDA STATUTES; PROVIDING FOR LOCAL FINANCIAL SUPPORT IN THE AMOUNT OF UP TO \$38,400 AS A LOCAL MATCH FOR PARTICIPATION IN THE QUALIFIED TARGETED INDUSTRY TAX REFUND PROGRAM WITH HIGH-IMPACT SECTOR BONUS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Leon County, Florida ("the Board") recognizes and acknowledges the importance of expanding the creation of Qualified Target Business in Leon County; and

WHEREAS, the Board does utilize and designate the Blueprint Intergovernmental Agency, whose Board of Directors is comprised of the Leon County Board of County Commissioners and the City of Tallahassee Commission, to aid, assist, and promote the general economic development goals of the County and effectuates financing economic development projects and programs; and

WHEREAS, the Blueprint Intergovernmental Agency, on January 30, 2020 approved local financial support for **PROJECT JUGGERNAUT** in the amount of up to \$38,400 for participation in the Qualified Targeted Industry Tax Refund Program with High-Impact Sector Bonus; and

WHEREAS, the business under consideration is an international research & development facility, specifically, **PROJECT JUGGERNAUT**; and

WHEREAS, **PROJECT JUGGERNAUT** will create 32 new full-time positions, forge partnerships with existing local research and development entities further defining our region as a global research and development destination; and

WHEREAS, the basis of this project's average private sector wage commitment calculation shall be 150% of the Leon County average annual wage; and

WHEREAS, **PROJECT JUGGERNAUT** has been identified as a Target Industry Business and, moreover, falls within one of the high-impact sectors designated under section 288.108, Florida Statutes, specifically Advanced Manufacturing, and is eligible to apply for the Florida Qualified Target Industry Tax Refund with a High-Impact Sector Bonus, pursuant to section 288.106; and

WHEREAS, **PROJECT JUGGERNAUT** plans to construct a new facility with an investment of \$10.75 million toward construction and new equipment purchases; and

WHEREAS, **LEON COUNTY** hereby acknowledges that local financial support of 20% of the total tax refund is required under the provisions of section 288.106, Florida Statutes, governing the State's Qualified Target Industry Tax Refund Program; and

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF LEON COUNTY, FLORIDA, as follows:

1. The Board hereby recommends **PROJECT JUGGERNAUT** be approved as a Qualified Target Industry Business with a High-Impact Sector Bonus pursuant to section 288.106, Florida Statutes.

2. The Board authorizes the Blueprint Intergovernmental Agency to commit up to \$38,400 as a local match for the application; this amount representing 100% of the total required local match for the creation of up to 32 new jobs under the QTI program, to be disbursed from the Tallahassee-Leon County Office of Economic Vitality Qualified Target Industry Tax Refund account, and reserved for this purpose on behalf of the Blueprint Intergovernmental Agency Board. Should the project be approved by the State of Florida for the tax refund under the QTI program in amount less than the total of the \$192,000 requested, the local match herein shall be reduced accordingly to represent the 20% local match that is required.
3. The necessary cash commitment of local financial support for the Qualified Target Industry Tax Refund Program with both an average annual salary bonus and a High-Impact Sector Bonus exists for **PROJECT JUGGERNAUT** in the amount of \$38,400, which includes a "per job" benefit of \$600 for the Qualified Target Industry Tax Refund, \$200 for paying salaries greater than 150% of Leon County's average annual wage, and \$400 for the High-Impact Sector bonus. This amount will be made available in accordance with the guidelines set forth by the Florida Department of Economic Opportunity with the stipulation that these funds are intended to represent local financial support pursuant to section 288.106, Florida Statutes.

This Resolution shall take effect immediately upon its adoption.

INTRODUCED, PASSED AND ADOPTED by the Board of County Commissioners of Leon County, Florida this _____ day of February, 2020.

LEON COUNTY, FLORIDA

ATTESTED BY:

Gwendolyn Marshall
Clerk of the Court and Comptroller,
Leon County, Florida

BY: _____
Brian Desloge, Chairman
Board of County Commissioners

BY: _____

APPROVED AS TO FORM:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

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MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE POLICY

Leon County Government
City of Tallahassee
Office of Economic Vitality

OFFICE OF ECONOMIC VITALITY
MINORITY, WOMEN, AND SMALL BUSINESS ENTERPRISE POLICY

TABLE OF CONTENTS

I. AUTHORITY.....	3
II. SCOPE AND APPLICABILITY	3
III. POLICY STATEMENT	3
IV. OBJECTIVES	4
V. BACKGROUND	4
VI. DEFINITIONS	4
VII. ORGANIZATION AND RESPONSIBILITY	12
A. City of Tallahassee City Commission, Leon County Government, and IA Board.....	12
B. Intergovernmental Management Committee (IMC) and Director of PLACE.....	12
C. MWSBE Division of the Office of Economic Vitality.....	12
D. City Procurement Services Division and County Purchasing Division	13
E. City and County Departments, Blueprint, and Appointed Officials	14
F. Tallahassee-Leon County MWSBE Citizens Advisory Committee.....	14
VIII. MWBE PROGRAM	15
A. MWBE Aspirational Goals	15
B. Project Specific Goals	15
C. Good Faith Effort Documentation.....	17
D. Evaluating MWBE Participation in Solicitations	19
E. Substitutions or Replacements	22
F. Change Orders.....	23
G. Bad Faith or Dishonesty in the Response	23
H. Contract Compliance.....	23
I. Monitoring and Enforcement Mechanisms.....	24
J. Penalties and Remedies for Non-Compliance of Prime Contractors or Consultants	24
K. Notice of Non-compliance Right of Appeal	25
IX. SBE PROGRAM	26
A. Objective.....	26
B. Reserved Projects	26
C. Unbundling.....	26
X. MENTOR-PROTÉGÉ AND JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION	27
A. Mentor-Protégé Relationship	27
B. Mentor-Protégé Requirements.....	27
C. Monitoring of Mentor-Protégé Relationships	28

D.	Joint Venture, Partnership, and Association.....	28
E.	Joint Venture, Partnership, and Association Requirements.....	29
F.	Monitoring of Joint Venture, Partnership, and Association	29
G.	Notice of Ineligibility Right of Appeal	29
XI.	APPRENTICESHIP OR EXTERNSHIP.....	31
A.	The Role of Partners.....	31
B.	Core Components.....	32
C.	Apprenticeship or Externship Requirements and Exceptions.....	33
D.	Required Documentation, Noncompliance, and Reporting	33
XII.	COUNTING MWSBE UTILIZATION	34
A.	Counting MWSBE Utilization Generally (Construction, Architecture & Engineering, Professional Services, and Other Services)	34
B.	Counting Materials & Supplies	35
C.	Counting Trucking/Transport.....	36
D.	Counting Joint Venture, Partnership, and Association	36
E.	Counting Mentor-Protégé	37
XIII.	REPORTING.....	38
A.	Prime Contractor and Consultant Responsibility.....	38
B.	Project Closeout.....	38
C.	Purchasing Card Data	38
D.	Annual Report	38
XIV.	MBE, WBE, AND SBE FIRM CERTIFICATION	39
A.	Minority and Women Eligibility Standards.....	39
B.	Certification Process Procedures	40
C.	Certification Criteria.....	41
D.	Reciprocity.....	42
E.	Certification Review.....	43
F.	Recertification.....	43
G.	Denial of Recertification.....	43
H.	Decertification	44
I.	Certification Denial Right of Appeal.....	44
J.	Review	44
XV.	MBE, WBE AND SBE FIRM GRADUATION	45
XVI.	CAPACITY BUILDING COMPONENT	46
XVII.	FORMS.....	46

I. AUTHORITY

This policy supersedes City of Tallahassee MWSBE Policies 16.5, adopted January 22, 2014, and Leon County Purchasing Policy No. 96-1 Part B, adopted June 20, 2017. The City of Tallahassee, FL (City) adopted this policy on (date). Leon County Government (County) adopted this policy on (date). The Blueprint Intergovernmental Agency (Blueprint) Board of Directors (IA Board) adopted this policy on January 30, 2020. This consolidated policy will be administered by the Minority, Women, and Small Business Enterprise (MWSBE) Division of the Office of Economic Vitality (OEV). Following approval of all three entities, this policy will become effective on April 1, 2020.

II. SCOPE AND APPLICABILITY

This policy is applicable to solicitations advertised by any and all City, County, and Blueprint officials and departments.¹ All three entities reserve those rights set forth in their respective purchasing and procurement policies to the extent they are not in conflict with this MWSBE Policy.

III. POLICY STATEMENT

Pursuant to City of Tallahassee Administrative Policies and Procedures Manual Section No. 1204 and Leon County Government Policy No. 18-1, the City, County, and Blueprint will not tolerate any form of discrimination in any of their programs, services, or activities.

The Small Business Enterprise (SBE) Program is race- and gender-neutral and intended to promote City, County, and Blueprint utilization of SBE firms. The Minority Women Business Enterprise (MWBE) Program outlined in this policy is narrowly tailored to remedy discrimination documented in the 2019 Disparity Study conducted by MGT of America, Inc., and accepted by the IA Board at its meeting held June 27, 2019. The 2019 Disparity Study identified disparity in City, County, and Blueprint spending sufficient to support a race- and gender-conscious MWBE program for all three entities.

The City, County, and Blueprint intend to institute and maintain an MWBE Program and an SBE Program that provide for:

- A. Representative utilization of MWSBE firms in all aspects of City, County, and Blueprint procurement activity.
- B. Elimination of any institutional and procedural barriers which would prohibit active participation in City, County, and Blueprint procurement opportunities.

¹ Although the City of Tallahassee Procurement Services Division administers solicitations for the Consolidated Dispatch Agency (CDA) and Capital Region Transportation Planning Agency (CRTPA), this policy does not apply to the solicitations of the CDA and does not apply to the solicitations of the CRTPA.

- C. Training, education and technical assistance to enhance opportunities for MWSBE firm participation in the City, County, and Blueprint purchasing and contracting activities.
- D. Public information on the opportunities available for doing business with the City, County, and Blueprint.

IV. OBJECTIVES

- A. To provide minority, women, and small businesses in the Market Area equal access and opportunities to compete and be awarded contracts and purchases.
- B. To remedy any disparate treatment of minority, women, and small businesses attempting to do business with the City, County, and/or Blueprint.
- C. To effectively communicate procurement and contracting opportunities, business and professional development resources for minority, women, and small businesses.

V. BACKGROUND

In 2016, the City and County merged their respective supplier diversity offices into the Office of Economic Vitality (OEV) Minority, Women, and Small Business Enterprise (MWSBE) Division. OEV commissioned the Disparity Study in 2017 to determine whether evidence of disparity existed in the market, and if so, whether that disparity was sufficient to support an MWSBE Program that serves the City, County, and Blueprint.

In 2019 the Disparity Study revealed evidence of disparity sufficient to support the continuation of a race- and gender-conscious MWBE Program, as well as a single, consolidated MWBE Program and aspirational goals that serve all three entities. The IA Board accepted the 2019 Disparity Study at its June 27, 2019 meeting and directed staff to develop this policy with the support of City, County, and Blueprint staff and officials as well as external stakeholders in the contracting community.

VI. DEFINITIONS

The terms and words used in this policy are defined below.

1. “Affiliate” or “Affiliation” – When the owner of a firm either directly or indirectly controls or has the power to control another firm; a third party or parties controls or has the power to control both; or other relationships between or among parties exist such that affiliation may be found between the two firms. A firm is an affiliate of another when the owner of the firm has possession, direct or indirect of either: (i) the ownership of or ability to direct the voting of, as the case may be, more than fifty percent (50%) of the equity interest, value, or voting power of such firm, or (ii) the power to direct or cause the direction of the management and policies of such firm whether through the ownership of voting securities by contract or otherwise. In determining whether a firm is an affiliate with another firm or with an owner of another firm, consideration

will be given to all appropriate factors including but not limited to common ownership, common management, contractual relationship, and shared facilities.

2. "Applicant" – a person who has submitted an application for certification as an MBE, WBE, or SBE to the MWSBE Division of the Office of Economic Vitality.
3. "Apprentice" – Any person who is enrolled in and participating in an apprenticeship program registered with the Florida Department of Education or the United States Department of Labor. If a registered apprenticeship program does not exist for the type of work on the construction project, then apprentice means any person who is participating in a company-sponsored training program for that type of work.
4. "Apprenticeship or externship relationship" – The relationship between a prime or subconsultant or subcontractor and apprentices or externs participating in a qualifying apprenticeship or externship program.
5. "Award" – The final selection of a respondent for offer of a specified prime contract or subcontract dollar amount. Awards are made by the City, County, and Blueprint to prime contractors or consultants or by prime contractors or consultants to subcontractors or subconsultants, usually pursuant to solicitations.
6. "Broker" – A person or firm engaged as a subcontractor or subconsultant whose sole involvement in a contract is for the purpose of collecting a broker's commission or fee, and with the intent of not performing any of the direct labor activities or services by his or her employees, and who subcontracts his or her portion of the work to another firm or firms.
7. "Business days" – Monday through Friday, 8:00am to 5:00pm EST (not including City, County, or Blueprint observed holidays).
8. Business Categories for which the City, County, and Blueprint have established MWBE Aspirational Goals include the following and have the following meaning:
 - a) "Architecture & Engineering" – Architectural or engineering services provided by an appropriately licensed professional architect or engineer or by a professional architectural or engineering firm related to architectural or engineering services.
 - i. "Architecture" - When provided by an appropriately licensed architect or architectural firm that employs appropriately licensed architects, "architecture" will mean the rendering or offering to render services in connection with the design and construction of a structure or group of structures which have as their principal purpose human habitation or use, and the utilization of space within and surrounding such structures. These services include planning, providing preliminary study designs, drawings and specifications, job-site inspection, and administration of construction contracts.
 - ii. "Engineering" – Will include the term "professional engineering" and, when provided by an appropriately licensed professional engineer, licensed engineer, or an engineering firm that employs appropriately licensed professional or licensed engineers, "engineering" will mean any service or creative work, the adequate performance of which requires engineering education, training, and experience in the application of special

knowledge of the mathematical, physical, and engineering sciences to such services or creative work as consultation, investigation, evaluation, planning, and design of engineering works and systems, planning the use of land and water, teaching of the principles and methods of engineering design, engineering surveys, and the inspection of construction for the purpose of determining in general if the work is proceeding in compliance with drawings and specifications, any of which embraces such services or work, either public or private, in connection with any utilities, structures, buildings, machines, equipment, processes, work systems, projects, and industrial or consumer products or equipment of a mechanical, electrical, hydraulic, pneumatic, or thermal nature, insofar as they involve safeguarding life, health, or property; and includes such other professional services as may be necessary to the planning, progress, and completion of any engineering services.

- b) "Construction" – Services that include the building, attaining, repairing, improving, or demolishing any public structure or building, or other public improvement of any kind to any public real property. "Construction" does not include routine operation, routine repair, or routine maintenance of existing buildings or facilities.
 - c) "Professional Services" – Any service provided by a person or firm that is of a professional nature, with special licensing, educational degrees, and unusual or highly specialized expertise. Examples include, but are not limited to Financial Services, Legal Services, Medical Services, and Advertising/Marketing Services. "Professional Services" do not include "Architecture & Engineering," which is separately defined herein.
 - d) "Other Services" – Any service that is labor intensive and not considered professional or construction services as defined above. Examples include, but are not limited to maintenance services, janitorial services, lawn services, employment services, and printing services.
 - e) "Materials and Supplies/Purchases" – Equipment and consumable items purchased in bulk or deliverable products. Examples of such include, but are not limited to equipment and parts, chemicals, and paper products.
9. "Calendar Days" – All days of the week.
10. "Certification" – Verification that a business meets all eligibility criteria for participation in the MWSBE Program as an SBE and/or an MBE or WBE.
11. "Certification Application" – Forms and documents an applicant must complete to be considered for Certification.
12. "Certified Minority Business Enterprise" – A for-profit business which has been certified to be a minority-owned business enterprise by the MWSBE Division of the Office of Economic Vitality.
13. "Certified Women Business Enterprise" – A for-profit business which has been certified to be a woman-owned business enterprise by the MWSBE Division of the Office of Economic Vitality as defined in this policy (not included in a minority group).
14. "Change Order" – Modification to the work scope, cost, or schedule phasing of a capital project contract, as authorized by the appropriate City, County or Blueprint authority. Also, for purposes

of this policy, Change Order will include budget transfers and supplemental appropriations.

15. “Commercially Useful Function” (CUF) - A business performs a “Commercially Useful Function” when the business: (a) is responsible for the execution of a distinct element of work or services; (b) carries out its obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business, services and function; and (d) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. A prime contractor or consultant, subcontractor or subconsultant, or supplier will not be considered to perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of MWBE participation.
16. “Consultant” - Any person, firm, or legal entity that provides professional services governed by the Florida Consultants Competitive Negotiation Act and that has entered into a contract with the City, County, or Blueprint, or any of their contracting agencies.
17. “Contract” - Any agreement, regardless of what it may be called, between the City or County and a person, firm or legal entity to provide or procure labor, materials, supplies, or services to, for, or on the behalf of the City or County.
18. “Contractor” - Any person, firm, or legal entity, except those governed by the Consultants Competitive Negotiation Act, that has entered into a contract with the City, County, or Blueprint, or any of their contracting agencies.
19. “Control” – An applicant firm owner exercises control over the firm’s operations, work, management, and policy. Indication of control may include the following:
 - a) Applicant firm owner(s) must demonstrate the ability to make unilateral and independent business decisions as needed to guide the future and destiny of the business, and their business must not be subject to any formal or informal restrictions that limit the customary discretion of such owner(s). There can be no restrictions through corporate provisions, by-law provisions, contracts or any other formal or informal devices that prevent the owner(s) from making any business decision of the firm without the cooperation or vote of another entity or person that is not an owner(s) or who would not be eligible for the MWBE Program.
 - b) Applicant firm owner(s) must control the day-to-day operations of the business in critical area(s). Administrative responsibilities alone are not sufficient to prove control. The owner(s) may delegate various areas of the management or daily operations of the business to other persons, who would not be eligible for the MWBE Program or who are not owners, only if such delegation is typical in the industry for such business and such delegation is revocable.
 - c) Applicant firm owner(s) must have an overall understanding of, and managerial and technical competence, experience, and expertise directly related to the firm’s operations and work.
20. “Director of PLACE” – The Director of the Department of Planning, Land Management, and Community Enhancement (PLACE).
21. “Front” – A business that intentionally and/or falsely holds itself out as a business that is controlled or owned at least 51% by a minority or minorities, or by a woman or women, when in

fact it is not.

22. “Good faith effort” – Effort made in good faith by a respondent to meet project specific MWBE goals. Respondents may demonstrate good faith effort by meeting the project specific goals, or by demonstrating it has made reasonable effort to do so by submitting documentation of good faith effort.
23. “Graduation” – A firm's ineligibility to be certified as an MWSBE firm with the MWSBE Division of the Office of Economic Vitality because the firm has exceeded the size standards set forth in this policy.
24. “Independent” – A firm whose viability does not depend on its relationship with another firm is independent. Recognition of an applicant firm as a separate entity for tax or corporate purposes is not necessarily sufficient to demonstrate that a firm is independent. Indicators that a firm is independent include: (i) relationships with other businesses in such areas as personnel, facilities, equipment, financial and/or bonding support, and other resources; (ii) whether present or recent family, or employer/employee relationships compromise the applicant owner(s)’ independence; and (iii) whether the applicant owner(s)’ exclusive or primary dealings with a prime contractor compromises the applicant owner(s)’ independence.
25. “Joint Venture” – As used in this policy is a short-term business association—a separate legal entity like a corporation or LLC—consisting of certified MWBE firm(s) and non-MWBE firm(s) or certified MWBE firms formed to carry on a single business activity which is limited in scope and duration, which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party will contribute assets and share risks. Joint ventures can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations.
26. “Market Area” – The geographical area consisting of the following Florida counties: Leon, Gadsden, Jefferson, and Wakulla.
27. “Majority Ownership” or “Majority Owner” – Owning no less than 51% of a business enterprise.
28. “Manufacturer” – Will mean a person or firm engaged in the process of making, fabricating, constructing, forming or assembling a product(s) from raw, unfinished, semi-finished, or finished materials through a direct contract/agreement on behalf of the general contractor.
29. “Mentor-Protégé relationship” - A Mentor-Protégé relationship exists when an experienced company, firm, or individual (Mentor) provides assistance and training to an MWBE firm (Protégé).
30. “Minority Business Enterprise” (MBE) – A firm whose MBE Certification is recognized, current, and accepted by the MWSBE Division of the Office of Economic Vitality.
31. “Minority or Women Business Enterprise” (MWBE) – Refers jointly to MBE and WBE firms or the policies and procedures related thereto.
32. “Minority Person” or “Minority” - An individual who is a citizen of the United States, or a lawfully admitted permanent resident, and who identifies himself or herself as being African, Hispanic,

Asian, or Native American.

- a) "African American" – All persons having origins in any of the Black racial groups of Africa.
 - b) "Hispanic American" – All persons having origins from a Hispanic country regardless of race.
 - c) "Asian American" – All persons having origins in the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands.
 - d) "Native American" - Persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians.
33. "Minority, Women, or Small Business Enterprise" (MWSBE) – Refers collectively to MBE, WBE, and SBE firms or the policies and procedures related thereto.
34. "MWSBE Director" – The Director of the MWSBE Division of the Office of Economic Vitality.
35. "MWSBE Program" – The programs and efforts under the provisions of this policy, either directly or through partners, to enhance participation in City, County, and Blueprint contracts to achieve parity between spending with MBE, WBE, and SBE firms and their existence in the local market.
36. "NAICS (North American Industry Classification System)" – The standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.
37. "Office of Economic Vitality (OEV) Director" - The Director of the Office of Economic Vitality.
38. "Owner" or "Ownership" – The person(s) who own(s) a business.
39. "Participation Plan" – The portion of a response to a solicitation provided by a respondent giving detailed information regarding respondent's plan to meet the project specific goals contained in the solicitation, intention to comply with this policy, and intention to utilize certified MBE and WBE firms to meet the project specific goals.
40. "Partnership or Association" - A short-term business association—a partnership or association—consisting of certified MWBE firm(s) and non-MWBE firm(s) or certified MWBE firms formed to carry on a single business activity which is limited in scope and duration, which the parties jointly undertake for a transaction, for which they combine their property, capital, efforts, skills, and knowledge. Generally, each party will contribute assets and share risks. Partnerships or Associations can involve any type of business transaction and the parties involved can be individuals, groups of individuals, companies, or corporations. For the purposes of this policy, Partnerships and Associations are held to all the same standards as Joint Ventures with the exception of the requirement that the businesses form a separate legal entity.
41. "Pre-Bid Meetings" or "Pre-Proposal Meetings" – A meeting held for respondents to gather information about a solicitation prior to the respondent due date.
42. "Prime" – A person or firm who is qualified and responsible for the entire project, who may have one or more subcontractors or subconsultants, and with whom the City, County, or Blueprint has

a direct contractual relationship. A prime contractor provides goods or performs a service not governed by section 287.055, Florida Statutes. A prime consultant performs professional architectural, engineering, landscape architectural, or surveying and mapping services governed by section 287.055, Florida Statutes.

43. "Principal Place of Business" – A location wherein a firm maintains a physical office and through which it obtains no less than fifty percent (50%) of its overall customers or sales dollars.
44. "Present Business Relationship" – A shared space, equipment, financing, employees, or both firms having some of the same owners.
45. "Project specific goals" – The percentage of MBE and WBE participation for a particular procurement opportunity.
46. "Purchasing" or "Procurement" - Buying, renting, leasing or otherwise obtaining or acquiring any goods, supplies, materials, equipment, or services.
47. "Regular Dealer" – A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - (a) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.
 - (b) Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
48. "Reserved" – A contracting practice restricting eligibility for the competitive award of a contract solely to SBE firms.
49. "Respondent" – The person or party that responds to a solicitation.
50. "Response" – A bid, proposal, statement of qualifications, or other response to a solicitation.
51. "Small Business Enterprise" (SBE) – A firm whose SBE Certification is recognized, effective, and accepted by the MWSBE Division of the Office of Economic Vitality.
52. "Small Business Enterprise Program" (SBE Program) – Those components of this policy that target increased participation of SBE firms in City, County, and Blueprint procurement, including the coordination with other entities and agencies that assist small businesses through various means such as education and networking.
53. "Solicitation" – Any request for proposals, request for qualifications, invitation for bids, invitation

to bid, or other document issued by the City, County, or Blueprint seeking goods or services.

54. "Solicitation Development Meeting" – An internal staff meeting to create and develop solicitations and discuss potential MWBE goals, SBE reserved or unbundling, or other elements of this policy applicable to the solicitation under development.
55. "Subcontract" - Any agreement, arrangement, or understanding, written or otherwise, between a prime contractor or consultant and any party (in which the parties do not stand in relationship of employer and employee) which assigns some of the obligations of the contract:
 - a) For the furnishing of supplies or services or for the use of real personal property; including lease arrangements which, in whole or in part, are utilized in the performance of one or more contracts with the City, County, or Blueprint; or
 - b) Under which any portion of the prime's obligation under one or more contracts with the City, County, or Blueprint is performed, undertaken, or assumed.
56. "Supplier" - A business that furnishes needed items to a prime contractor or consultant, and (i) is either involved in the manufacture or distribution of the supplies or materials; or (ii) otherwise warehouses and ships the supplies.
57. "Tallahassee-Leon County MWSBE Citizens Advisory Committee" - Consists of eleven members: four appointed by the County Commission, four appointed by the City Commission, and one nominated appointee each from the Big Bend Minority Chamber of Commerce, Capital City Chamber of Commerce, and the Greater Tallahassee Chamber of Commerce. Members serve two-year terms with vacancies being filled for the remainder of a term; and, reappointments will be limited to three consecutive terms. The Committee will be chaired by a Chairperson nominated and elected by the members of the Committee.
58. "Unbundle" – The act of separating projects or large projects into smaller projects which may be more suitable for MWSBE participation.
59. "Woman" or "Women" - An American woman who has not self-identified, within the definition of this policy, as a Minority Person or Minority.
60. "Women Business Enterprise" (WBE) - A business whose WBE Certification is recognized, effective, and accepted by the MWSBE Division of the Office of Economic Vitality.

VII. ORGANIZATION AND RESPONSIBILITY

A. City of Tallahassee City Commission, Leon County Government, and IA Board

The City of Tallahassee City Commission, Leon County Government, and IA Board are responsible for policy decisions as they relate to the MWBE Program and SBE Program.

B. Intergovernmental Management Committee (IMC) and Director of PLACE

The IMC, consisting of the City Manager and County Administrator, and the Director of PLACE are responsible for:

1. The joint administration of the MWBE and SBE Programs.
2. Promulgation of any amendments to this policy to ensure consistency with any law, regulation, or grant requirement.

C. MWSBE Division of the Office of Economic Vitality

The MWSBE Division is responsible for:

1. The administration and management of the MWBE and SBE Programs on a day-to-day basis.
2. Certification of MBE, WBE, SBE, and DBE firms.
3. Scoring of MBE, WBE components of solicitations.
4. Receiving and evaluating quarterly MWSBE Participation Reports and providing a quarterly and annual report on MWSBE participation.
5. Reviewing forthcoming City, County, and Blueprint solicitations to generate an awareness by MWSBE firms of potential opportunities.
6. Providing technical assistance and training to MWSBE firms to facilitate a better understanding of solicitation and contracting procedures.
7. Maintaining communication with minority and non-minority contractor's associations, the construction industry, financial institutions, community organizations, and businesses in general.
8. Monitoring of City, County, and Blueprint contracts with MWSBE participation and assisting in resolution of contract problems.
9. Creating project specific MWBE goals on a case-by-case basis, taking into account the availability of MWBE firms in each contracting and procurement category.
10. Establishing written procedures to implement the MWBE and SBE Programs, including the

certification of businesses as MBE, WBE, and SBE firms.

11. Assessing the certification applications for the MWBE and SBE Program and coordinating certifications with the City, County, and Blueprint.
12. Maintaining a database of MWSBE firms and providing assistance to City and County departments and Blueprint in identifying MWSBE firms for anticipated procurements.
13. Identifying and working to eliminate barriers that inhibit MWSBE participation in City, County, and Blueprint procurement processes.
14. Establishing realistic MBE and WBE project specific goals.
15. Identifying procurement opportunities for competition among SBEs.
16. Monitoring the utilization of MWSBEs and the progress of the MWSBE Program to ensure that MWSBEs have opportunities to participate in City, County, and Blueprint procurement of goods and services, and report on the progress of the MWSBE Program at least annually.
17. Implementing mechanisms and procedures for monitoring utilization of MWSBEs in accordance with contract requirements.
18. Performing outreach by networking with state and local government, nonprofit, professional, and trade organizations and participating in conventions and seminars sponsored and widely-attended by MBE, WBE, and SBE firm owners.
19. Complying with this policy.

D. City Procurement Services Division and County Purchasing Division

The City Procurement Services Division and County Purchasing Division are responsible for:

1. Obtaining project-specific goals for each solicitation from the MWSBE Division before the solicitation is advertised to the public.
2. Organizing solicitation development meetings and pre-bid or pre-proposal meetings
3. Notifying the MWSBE Division of Change Orders and other contract compliance information that affect MBE, WBE, or SBE firms
4. Maintaining accurate data in the contract compliance process and electronic tracking system.
5. Accepting recommendations to initiate debarment procedures for violations of this policy.
6. Complying with this policy.

E. City and County Departments, Blueprint, and Appointed Officials

City and County departments, Blueprint, and appointed officials are responsible for:

1. Assisting in the promotion of the MWBE and SBE Programs and participating in the MWBE and SBE Programs.
2. Coordinating with OEV to improve the utilization of MWSBE firms within each entity.
3. Utilizing the MWSBE Directory and documenting effort to secure MWSBE participation.
4. Reporting MWSBE utilization for entry into the contract compliance process and electronic tracking system.
5. Complying with this policy.

F. Tallahassee-Leon County MWSBE Citizens Advisory Committee

The Tallahassee-Leon County MWSBE Citizens Advisory Committee is responsible for:

1. Monitoring the progress of the MWSBE Program toward achieving program performance goals established by the City Commission, Board of County Commissioners, and the IA Board.
2. Reviewing and providing MWSBE policy alternatives, as well as providing programmatic recommendations relative to seeking resolution of disputes regarding Certification.
3. Scheduling and implementing meetings which will be noticed and open to the public; recording and maintaining minutes of any such meetings.

VIII. MWBE PROGRAM

To ensure that MBE and WBE firms in the Market Area have equal opportunity to engage in City, County, and Blueprint business, the MWBE Program encourages respondents to engage MBE and WBE firms as subcontractors or subconsultants in responses to City, County, and Blueprint solicitations. Each solicitation that is capable of being broken down into work that may be sublet will be issued with a project specific MWBE goal set by the MWSBE Division. Respondents are required to meet the project specific goal or provide documentation of their good faith effort to engage MWBE firms.

To ensure the narrow tailoring of the MWBE Program, the City, County, and Blueprint are responsible for maintaining accurate records documenting all spending with prime contractors and consultants and subcontractors and subconsultants. Therefore, uploading accurate and complete data in the City, County, and Blueprint contract compliance process and electronic tracking system is a necessary component of the MWBE Program. Accurate and complete data is necessary for the creation of narrowly tailored MWBE Aspirational Goals.

A. MWBE Aspirational Goals

Each project specific goal is based on both current availability of MWBE firms in the Market Area and an aspirational goal intended to remedy past disparate treatment of MWBE firms identified in the 2019 Disparity Study. The MWBE aspirational goals were developed based on a comparison of two groups of percentages. First, the 2019 Disparity Study identified the percentage dollars spent with MWBE firms out of the total spending for the City, County, and Blueprint. Second, the 2019 Disparity Study identified the actual percentage of MWBE firm availability in the Market Area. Disparity exists when the percentage of MWBE spending is less than MWBE firm availability. The MWBE aspirational goals are intended to lift MWBE spending up to the level of MWBE availability in the Market Area.

TABLE 1
2019 DISPARITY STUDY MWBE ASPIRATIONAL GOALS

2019 Disparity Study Aspirational Goals		
Procurement Category	Aspirational MBE Goal	Aspirational WBE Goal
Construction Prime Contractors	5.00%	4.00%
Construction Subcontractors	14.00%	9.00%
Architecture & Engineering	8.00%	6.00%
Professional Services	5.00%	6.00%
Other Services	6.00%	8.00%
Materials and Supplies	1.00%	6.00%

B. Project Specific Goals

The MWBE Program is intended to ensure utilization of MWBE firms in all aspects of City, County, and Blueprint procurement activity and to award contracts with MWBE participation consistent with the MWBE aspirational goals. In furtherance of that intent, project specific MWBE goals will be established for each solicitation with the goal of achieving overall MWBE participation as outlined in **Table 1**. Only the dollars expended with certified MWBE firms from the local Market Area will be counted towards satisfying the project specific MWBE goals. More details on counting MWBE utilization can be found in

Section XII.

1. City and County Departments and Blueprint will plan their solicitations to provide ample time for the MWSBE Division of OEV to establish project specific goals for inclusion into each solicitation, where feasible, before the City Procurement Services Division and Leon County Purchasing Division advertise the solicitation to the public.
2. City Procurement Services and County Purchasing Divisions will obtain a project specific goal established for each individual solicitation from the MWSBE Division before the solicitations are advertised to the public.
 - a. As part of the creation of a solicitation document, City, County, and Blueprint project managers will make an effort to identify components in the solicitation's scope of work or scope of services that may reasonably be performed or supplied by a subcontractor or subconsultant and the percentage of the total contract value that those components represent. City, County, and Blueprint project managers will promptly notify the purchasing agent—the responsible employee of the City Procurement Services or County Purchasing Division—of the percentage identified above and the type of work included in that percentage.
 - b. City Procurement Services and County Purchasing Divisions may schedule a solicitation development meeting including the MWSBE Division. Solicitation development meetings may occur in person or via teleconference, video conference, email, or other technology. Following solicitation development meetings, the MWSBE Division will report the project specific goals to the City Procurement Services or County Purchasing Divisions. Project specific goals may be lower than the aspirational goals or may be inappropriate for a particular solicitation as described below.
3. The project specific goals for individual solicitations may be higher or lower than the aspirational goals identified in **Table 1** and should reflect realistic MWBE availability for a particular project. The MWSBE Division will determine project specific goals for each solicitation based on contract compliance and supplier diversity industry standards.
4. Project specific goals are considered the minimum level of MBE or WBE participation expected for a particular procurement. Project specific goals are considered targets set to achieve participation levels commensurate with available businesses, and for which there are opportunities for exemptions based upon good faith effort.
5. Project specific goals will be reasonable and give consideration to both subcontracting opportunities and the availability of MBE firms or WBE firms in the Market Area who are capable of performing the work.
6. Project specific goals may not be appropriate when subcontracting is not reasonable or permitted. Where the MWSBE Division has determined that project specific goals are not appropriate for a solicitation, the MWSBE Director will notify the Procurement Services or Purchasing Director that the MWSBE Division has recommended no project specific goals or project specific goals lower than the aspirational goals.
7. In the event of an emergency purchase under the City Purchasing Manual Section 3.12 or County

Purchasing Policy No. 96-1 Section 5.11, project specific goals may be waived.

8. In cases where it is not reasonable to set project specific goals, the MWSBE Director may encourage MWBE participation through respondent's purchase of goods or services from MWBE firms, consistent with the project specific goals, or provide for any combination thereof.
9. Project specific goals will apply to all respondents, including MBE, WBE, and SBE firms. When an MBE or WBE firm is the prime contractor or consultant, the goal is fulfilled for their certification designation and the other portion of the goal must be fulfilled. For example, if a certified MBE firm responds to a solicitation as a prime contractor, the goal for MBE participation is fulfilled. The MBE prime contractor remains responsible for meeting the goal for WBE participation.
10. To meet project specific goals, all City and County departments and Blueprint will cooperate with the MWSBE Division and make every reasonable effort, consistent with this policy, to utilize MWBE firms when available. The MWSBE Director will coordinate and promote the process by taking active steps to encourage full participation of certified, capable, and competitive MBE and WBE businesses and by keeping staff informed of MWSBE availability.
 - a. Each department will be responsible for obtaining MWBE participation at the minimum level identified in **Table 1**. All purchases for goods and services will be made in conformance with the City and County Purchasing Manuals.
 - b. The MWSBE Division will annually evaluate relevant expenditure and contracting data to determine the performance and progress of the MWBE Program with the assistance of the City and County Budget Offices, City Procurement Services Division and County Procurement Division, and any other applicable departments.

C. Good Faith Effort Documentation

In those instances where a respondent has failed to meet the MWBE goals in whole or in part at the time of response submittal, there is a rebuttable presumption that MWBE firms were available for the project. The burden of proof then shifts to the respondent to rebut this presumption through documentation of its good faith effort (GFE). In those cases, the respondent—even a respondent that is a certified MWSBE firm or a non-MWSBE firm participating in a Joint Venture, Partnership, and Association; Mentor-Protégé; or Apprenticeship arrangement—must submit documentation of GFE with the response to the solicitation.

Each of the following activities are worth 10 points towards documentation of GFE. A combination of the following activities reaching a minimum of 50 points will demonstrate GFE:

1. Attendance at pre-bid or pre-proposal meeting, if applicable.
2. Copies of written correspondence sent to the MWSBE Division no later than fifteen (15) business days before the solicitation response deadline seeking help in identifying firms available to meet the project specific goals.
3. Copies of advertisements placed by the respondent in the local newspaper and minority publications in the Market Area announcing the project and seeking MBE or WBE

participation.

4. Copies of written correspondence sent to a certified MBE or WBE firms. The correspondence should include:
 - a. The specific work the contractor intends to subcontract;
 - b. That interest in participation by the MWBE firm on the contract is being solicited; and,
 - c. How to obtain information for the review and inspection of contract plans and specifications.
5. Documentation that the respondent selected economically feasible portions of work to be performed by MWBEs, including, where appropriate, breaking down contracts or combining elements of work into economically feasible units. (The ability of the contractor to perform the work with its own work force will not in itself excuse a contractor from making positive efforts to meet contract goals).
6. Documentation that the respondent negotiated in good faith with interested MWBE firms and did not reject any interested MWBE firms without sound business reasons. Price alone does not constitute a sound business reason unless the respondent can demonstrate that no reasonable price can be obtained from an MWBE firm.
7. Documentation that the respondent reviewed all quotations received from MWBE firms, and for those quotations not accepted, an explanation of why the MWBE will not be used during the course of the contract. (Receipt of a lower quotation from a non-MWBE will not in itself excuse a contractor's failure to meet contract goals).
8. Documentation detailing respondent's effort to contact MBE and WBE firms who provide the services needed for the solicitation and indicating that the respondent provided ample time for potential MWBE firms to respond, including a chart outlining the methods of contact and schedule or time frame in which respondent conducted its good faith effort.
9. Documentation that the respondent offered to provide interested MWBE firms with assistance in reviewing the solicitation plans and specifications at no charge to the MWBE firms.
10. Documentation of follow-up telephone calls with potential MWBE firms encouraging their participation.

Respondents should contact the MWSBE Division immediately for guidance and assistance in any of the following events: (1) the respondent anticipates or has difficulty identifying an MWBE firm to meet project specific goals; (2) the respondent cannot identify portions of the work that can be contracted to MWBE firms; or (3) the respondent determines that contracting portions the work to another entity is not possible.

D. Evaluating MWBE Participation in Solicitations

Every City, County, or Blueprint solicitation issued with project specific goals will contain language and forms describing how respondents must demonstrate their utilization of MWBE firms to meet the project specific goals for MWBE participation.

1. Responsiveness for All Solicitations

The MWSBE Division will review for responsiveness all responses to solicitations that are assigned project specific goals during the solicitation development process. This includes both solicitations that involve the scoring of points and solicitations awarded based primarily on price. The MWSBE Division will deem responses responsive to the MWBE section of the solicitation if they include a completed MWBE Participation Plan that is eligible for points and/or Good Faith Effort documentation. As described below, responses that do not include an MWBE Participation Plan or that include an incomplete MWBE Participation Plan that is not eligible for points may be deemed responsive to the MWBE portion of the solicitation if they include Good Faith Effort documentation.

TABLE 2
MWBE RESPONSE EVALUATION: RESPONSIVENESS

MWBE Response Evaluation: Responsiveness	
Recommendation	Response
RESPONSIVE	<ul style="list-style-type: none"> Completed MWBE Participation Plan and MWBE Section that is eligible for full points; Completed MWBE Participation Plan and MWBE Section that is eligible for partial points and completed Good Faith Effort documentation demonstrating why respondent could not meet the full project specific goal; OR Completed Good Faith Effort documentation.
NON-RESPONSIVE	<ul style="list-style-type: none"> Completed MWBE Participation Plan and MWBE Section that is eligible for partial points but no Good Faith Effort documentation demonstrating why respondent could not meet the full project-specific goal; An MWBE Participation Plan that is incomplete, unsigned, or otherwise ineligible for points and no Good Faith Effort documentation; OR No MWBE Participation Plan or completed Good Faith Effort Documentation.

Upon evaluation of all responses to a solicitation, the MWSBE Division will inform the Purchasing or Procurement Division of its evaluation of responsiveness to the MWBE portion of the solicitation. Responses that do not meet the above criteria may be deemed non-responsive by the Purchasing or Procurement Division and be ineligible for award. The Purchasing or Procurement Divisions' determinations of responsiveness will be governed by the applicable Purchasing Manual or Procurement Policy of the appropriate entity (City, County, or Blueprint).

2. Point Evaluation for Scored Solicitations (CCNA Professional Services)

For solicitations seeking professional services governed by the Florida Consultants' Competitive Negotiations Act (CCNA)—professional architectural, engineering, landscape architectural, or surveying

and mapping services—that have project specific goals, the MWSBE Division will award points during the solicitation evaluation process. The MWSBE Division may award points for an MWBE Participation Plan and associated documents demonstrating the following: **(1)** committing to utilizing a certified MWBE firm or firms holding an MWBE certification in conformance with the project specific goals, monitoring requirements, and the requirements of this policy; and **(2)** identifying the certified MWBE firm(s). Points will be identified in each solicitation.

3. Point Evaluation for Scored Solicitations (All Other Services)

For solicitations seeking other services not governed by CCNA, for which the solicitation evaluation process involves scoring and has project specific goals, the MWSBE Division will award points during the solicitation evaluation process. Each solicitation will identify the points associated with the MWBE section of each solicitation.

Generally, the maximum number of points available for the MWBE section of solicitation is a total of **12 points**.

A total of **10 points** can be awarded for an **MWBE Participation Plan**:

- a. Submission of an **MWBE Participation Plan** will earn **10 points** for meeting the following requirements: **(1)** utilizing an MWBE firm or firms holding an MWBE Program certification; **(2)** meeting the project specific goal for both MBE and/or WBE utilization based on percentage of the contract value paid to the MWBE firm(s); and **(3)** agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.
- b. Submission of an **MWBE Participation Plan** will earn **5 points** if it meets **(1)** and **(3)** above but only meets a portion of the project specific goal for both MBE and/or WBE utilization in **(2)** above. Such responses must include **Good Faith Effort documentation** demonstrating why respondent could not meet the full project specific goal to remain responsive.

Demonstrating one or more of **Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationships** may earn an additional **2 points**.

Table 3 on the next page indicates the points available for an MWBE scoring for non-CCNA solicitations.

Table 4 on the next page lists all possible MWBE score outcomes and how they may be obtained.

TABLE 3
MWBE EVALUATION

MWBE Evaluation: Scoring	
Score	Response
2 Points	MWBE Section demonstrating Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship relationship is eligible to earn 2 points
5 Points	An MWBE Participation Plan that meets the following requirements is eligible for 5 Points: <ol style="list-style-type: none"> 1. Utilizing an MWBE firm or firms holding an MWBE Program certification. 2. Meeting a portion of the project specific goals for MBE and/or WBE utilization based on the percentage of the contract value ultimately paid to MWBE firms. 3. Agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.
10 Points	An MWBE Participation Plan that meets the following requirements is eligible for 10 Points: <ol style="list-style-type: none"> 1. Utilizing an MWBE firm or firms holding an MWBE Program certification. 2. Meeting the project specific goals for MBE and/or WBE utilization based on the percentage of the contract value ultimately paid to MWBE firms. 3. Agreeing to monitor the work of the MWBE firms, provide subcontractor and subconsultant payment information to the MWSBE Division, and abide by this policy.

TABLE 4
MWBE SCORE OUTCOMES

MWBE Score Outcomes	
Score	Response
2 Points	MWBE Section demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship, but the MWBE Participation Plan is ineligible for 5 or 10 points. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
5 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
7 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets a portion of the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship. Good Faith Effort documentation demonstrating why respondent could not meet the project specific goal is necessary for responsiveness.
10 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Does not demonstrate Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.
12 Points	Submission of an MWBE Participation Plan that demonstrates (1) utilization of a certified MWBE firm, (2) meets the project specific goals for MBE and/or WBE utilization, (3) agreeing to monitor. Also demonstrates Joint Venture, Partnership, and Association; Mentor-Protégé; or apprenticeship or externship relationship.

E. Substitutions or Replacements

It is the intent of this policy to ensure that MWBE firms identified by respondents in their responses are the firm(s) with which the respondents actually do business as prime contractors or consultants. However, the prime may, under specific circumstances and for good cause, substitute or replace the original certified MWBE firm with another certified MWBE firm. Such substitution will only be made with the prior approval of the MWSBE Division based on a written statement of good cause. The substitution or replacement must not result in MWBE participation lower than provided for in the original response and the substitution will not dramatically affect the percentage distribution by MWBE groups. A prime that substitutes MWBE firms without the prior written approval of the MWSBE Division may be subject to penalties.

The MWSBE Division will not count dollars spent with an unauthorized MWBE firm towards satisfaction of the MWBE goal. The prime will remain responsible for meeting the MWBE goals as stated in the original contract.

1. For purposes of this policy, good cause includes, but is not limited to the following circumstances:
 - a. The listed MWBE firm fails or refuses to execute a written contract;
 - b. The listed MWBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards;
 - c. The listed MWBE firm becomes bankrupt or insolvent;
 - d. The listed MWBE firm is ineligible to work on public works projects because of suspension and/or debarment proceedings in accordance with City/County ordinances or applicable state law;
 - e. The City or County has determined that the listed MWSBE firm is not a responsible contractor;
 - f. The listed MWBE firm voluntarily withdraws from the project and provides to you written notice of its withdrawal;
 - g. The listed MWBE firm is ineligible to receive MWSBE credit for the type of work required;
 - h. MWBE firm owner dies or becomes disabled with the result that the listed MWBE firm is unable to complete its work on the contract; or,
 - i. Other documented examples of good cause submitted to MWSBE Director justifying the termination of the MWBE firm.
2. Good cause does not exist if the failure or refusal of an MWBE firm to perform work results from bad faith or discriminatory action of the prime; if the prime seeks to substitute, replace, or terminate the MWSBE to self-perform the MWSBE contractor's portion of work, or to substitute another MWSBE or non-MWSBE after contract award without prior written approval from the MWSBE.
3. Before submitting a request to terminate and/or substitute a MWSBE firm, the prime contractor must

give notice in writing to the MWBE firm, with a copy to the MWSBE Director, of its intent to request to terminate and/or substitute, and the reason for the request.

F. Change Orders

The Procurement Services or Purchasing Division or City, County, or Blueprint project manager responsible for the contract work will notify the MWSBE Division of all change orders on contracts with MWSBE participation that alter payment to and work performed by any MWSBE firm. This information should be recorded through the contract compliance process and electronic tracking system. Notification of the MWSBE Division and record in the contract compliance process and electronic tracking system is necessary to maintain accurate data and accurate reporting. Accurate data and accurate reporting ensure narrow tailoring of the MWBE Program.

G. Bad Faith or Dishonesty in the Response

Bad faith or dishonesty in violation of the MWSBE Program in the response to a solicitation will be grounds for penalty as provided under **section VIII.J** below. Examples of bad faith or dishonesty in the response include but are not limited to the following:

1. Knowingly and willfully submitting an MWBE Participation Plan that includes false or misleading information for the purpose of winning a contract.
2. Knowingly and willfully submitting an MWBE Participation Plan that the respondent has no intention of following once the contract has been awarded.
3. Failure to in fact utilize an MWBE firm that was originally listed in a response to a solicitation to satisfy project specific goals, unless the respondent meets the requirements of **Section VIII.E** above.

H. Contract Compliance

The contract compliance process and electronic tracking system will have the ability to produce compliance, labor, and contract management reports to the City, County, and Blueprint, and to other stakeholders.

1. All prime contractors and consultants, subcontractors and subconsultants, and MWBE subcontractors and subconsultants must maintain records for the period prescribed by Florida law after contract performance. All parties must make these records available for inspection by the MWSBE Division and the City, County, and Blueprint.
2. Prime contractors and consultants are required to maintain records of all progress payments that they have made. The MWSBE Division will periodically review and verify these records by obtaining certified statements from subcontractors or subconsultants.

I. Monitoring and Enforcement Mechanisms

The MWSBE Division will monitor and enforce this policy utilizing the following measures:

1. The designated MWSBE Division staff member will attend the post award project meeting, that is, the preconstruction or kickoff meeting. Note: In some instances of professional services contracts, a post award meeting may not be held. At such a meeting, MWSBE Division staff will discuss any MWSBE questions and/or procedures and ascertain any corrections or adjustments in the project schedule.
2. An MWSBE Division staff member determines, based upon the work that the MWBE firm is to perform and the project schedule, a schedule for random on-site monitoring. This on-site monitoring verifies the work performed by those contracted MWBE firms.
3. On site monitoring will be performed as applicable by MWSBE Division staff, construction inspectors, or project managers or their designees. Observations of the onsite visit will be documented on a monitoring checklist form. The form is to be completed, signed and dated by the staff person conducting the site visit.
4. Upon request of MWSBE Division staff, the prime must provide invoices or other documentation of payment to MWBE firms. MWSBE Division staff review the documentation submitted and check for MWSBE participation. For contract compliance purposes, MWSBE Division staff member may contact the MWSBE subcontractor to verify appropriate work and payment.
5. When a project involving MWSBE participation is completed and closed, the responsible department will notify the MWSBE Division and provide any information regarding changes in the scope or size of the project that affect MWSBE participation.
6. Any additional fact-finding which may be deemed necessary due to a lack of proper recordkeeping; failure of the prime contractor to cooperate; failure of MWSBE(s) to cooperate; or visible evidence of unsatisfactory performance; and may warrant further investigation.

J. Penalties and Remedies for Non-Compliance of Prime Contractors or Consultants

Penalties for non-compliance of prime contractors or consultants may include any and/or all of the following:

1. Withholding payment for work not completed on the project until the MWSBE Director determines that the contractor has complied with this policy as provided by contract. The MWSBE Director will set forth the basis for any such withholding in a written notice of non-compliance.
2. If the prime contractor is an MWBE firm, the prime may lose its MWBE Program certification for a period not to exceed three years at the discretion of the MWSBE Director, as set forth in a written notice of non-compliance.
3. If the MWSBE Director determines that evidence exists indicating a violation in a response as described under Section VIII.G above, the MWSBE Director will issue a written notice of non-compliance and may recommend that the City Procurement Services Division or County

Purchasing Division disqualify a respondent from further consideration for award.

4. If the MWSBE Director determines that evidence exists indicating that fraud or other unlawful activity has been committed by a certified MWSBE or majority prime contractor, such as falsely reporting the utilization of MWBE firms; or by an individual or firm attempting to benefit from or participate in the MWSBE Program, through fronting activity, false representation of a commercially useful function (CUF), or other fraudulent or unlawful activity, the matter will be referred to the appropriate legal authorities for prosecution and the City, County, or Blueprint Attorney's Office will be notified as appropriate. In the event that a conviction or guilty plea is obtained stemming from such criminal prosecution, the MWSBE Director will issue a written notice of non-compliance and recommend that the Procurement Services Manager or Purchasing Director initiate procedures to bar or suspend the entity from participation in City, County, or Blueprint contracts.
5. If the MWSBE Director determines that evidence exists indicating non-compliance that does not rise to the level of fraud or other unlawful activity by a certified MWSBE or majority prime contractor, the MWSBE Director will issue written notice of the non-compliance and make a recommendation to the Procurement Services Manager and/or Purchasing Director to initiate procedures to bar the firm and its principals from participation in City, County, or Blueprint contracts.

K. Notice of Non-compliance Right of Appeal

1. A prime contractor or consultant in receipt of a written notice of non-compliance will have the right to appeal. Prime must file an appeal in writing to the Office of Economic Vitality Director within seven (7) business days of receipt of the written notice of non-compliance from the MWSBE Director. Failure to file a timely appeal will be considered a waiver of the contractor or consultant's right to appeal the decision of the MWSBE Director.
2. The written appeal will indicate reason(s) and provide additional information, if appropriate, as to why the business believes the notice of non-compliance was issued in error.
3. The MWSBE Division will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
4. The Office of Economic Vitality Director will review the appeal and render a written final decision within thirty (30) calendar days of receipt of the formal appeal. This review by the Office of Economic Vitality Director is the final step available in the administrative process for an appeal of a notice of non-compliance.

IX. SBE PROGRAM

A. Objective

The City, County, and Blueprint intend to afford maximum utilization of MWSBE firms in all aspects of procurement activity and to award contracts with MWSBE participation consistent with the goals contained herein. A race- and gender-neutral program promotes the utilization of all SBEs, including MBE/SBE, and WBE/SBE firms in City, County, and Blueprint contracts.

This Small Business Enterprise Program benefits the City, County, and Blueprint by: (a) promoting competition in City, County, and Blueprint contracting; and (b) promoting economic growth and development in the Market Area. The small business standards set at 200 or fewer employees and a firm net worth of under \$5 million are reasonably reflective of business size in the Tallahassee Market Area.

The program will meet its objectives using a combination of the methods below. City Procurement Services and County Purchasing Divisions may schedule a solicitation development meeting including the MWSBE Division to identify whether a particular solicitation may be advertised as an SBE, including MBE/SBE, and WBE/SBE reserved solicitation or unbundled and advertised as multiple solicitations.

B. Reserved Projects

1. Where feasible, the City, County, and Blueprint may reserve contracts valued at \$150,000 or less for competition among only certified SBE firms.
2. If no SBE firms respond to a solicitation for reserved projects or the responses submitted are deemed too high or unreasonable based upon the nature of the service or prices for similar services in the local Market Area, then all responses will be rejected, and the project will be re-advertised in the normal manner to all prospective respondents.

C. Unbundling

The City, County, and Blueprint, where feasible, may “unbundle” projects or separate large projects into smaller projects which may be more suitable for small business participation. The MWSBE Division will review selected solicitations to determine whether portions of the project could be unbundled and advertised separately as part of the solicitation development meetings arranged by the City Procurement Services and County Purchasing Divisions. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. The MWSBE Division will also monitor whether federally funded projects may be unbundled and advertised through separate solicitations. Similarly, the MWSBE Division will encourage prime contractors or consultants to subcontract to facilitate participation by small businesses. The MWSBE Division will assist the prime contractors or consultants in identifying portions of work which may be unbundled and subcontracted to SBE firms, including MBE/SBE and WBE/SBE

X. MENTOR-PROTÉGÉ AND JOINT VENTURE, PARTNERSHIP, AND ASSOCIATION

The City, County, and Blueprint encourage Mentor-Protégé relationships and Joint Venture, Partnership, and Association to afford prime contracting and consulting opportunities for MWBE firms on City, County, and Blueprint projects. Where applicable, Mentor-Protégé relationships and Joint Ventures, Partnerships, and Associations will be worth 2 points towards a respondent's MWBE Score.

A. Mentor-Protégé Relationship

A Mentor-Protégé relationship exists when an experienced company, firm, or individual (Mentor) provides assistance and training to an MWBE firm (Protégé). The Mentor-Protégé relationship can range from technical or management assistance to the creation of a new agreement or jointly owned firm. No firm will be penalized based upon its participation or nonparticipation in a Mentor-Protégé Program.

1. The Protégé in any proposed Mentor-Protégé relationship must be a certified MWBE firm before application for MWSBE Division approval of the Mentor-Protégé relationship.
2. For purposes of making determinations of business size under this section, the MWSBE Division will not treat Protégé firms as affiliates of Mentor firms, when both firms are participating in an approved Mentor-Protégé Program.
3. The common forms of assistance that a Mentor may provide a Protégé include:

Business Planning	Financial Counseling
Record Keeping	Bonding Technical Assistance
Equipment Utilization	Capital Formation

B. Mentor-Protégé Requirements

The MWSBE Division may approve a Mentor-Protégé relationship in all applicable industries in which Mentor assistance is needed to develop capacity in the Protégé MWSBE firm. A Mentor and Protégé may request MWSBE Division approval of their Mentor-Protégé relationship by submitting annually the Mentor Protégé development plan form. The Mentor-Protégé relationship will initially be limited to three (3) years, with two possible one (1) year extensions, for a maximum of five (5) years. The MWSBE Division will approve in writing for a period of one (1) year from the date of approval Mentor-Protégé relationships that have demonstrated the following requirements:

1. The Protégé must be certified with the MWSBE Division as an MBE, WBE, or SBE firm before entering into a Mentor-Protégé relationship. The Protégé must continue to meet all MWSBE certification criteria to remain eligible for Mentor-Protégé relationship approval.
2. The Mentor and Protégé must be separate firms. Compensation to the Protégé should be relative to the amount of work accomplished rather than an hourly basis.

3. In general, a Mentor may be involved in up to three Mentor-Protégé relationships. A Protégé can only be involved in one Mentor-Protégé relationship.
4. Each year, the Mentor and Protégé will prepare a three-year development plan using the form approved by the MWSBE Division. The development plan will include the following information about the Mentor and Protégé:
 - (a) information on the background and experience of the Protégé owners;
 - (b) the number of and types of personnel;
 - (c) the amount of capital;
 - (d) the number, types and values of equipment;
 - (e) and the amount and types of projects to be pursued
5. The Mentor and Protégé will annually update and submit the Mentor-Protégé development plan to the MWSBE Division, documenting progress of the Protégé in each category and summarize the work accomplished.

C. Monitoring of Mentor-Protégé Relationships

The MWSBE Division will conduct an annual review of each Mentor-Protégé relationship. If the MWSBE Division determines that the Mentor and/or Protégé are not complying with this policy or if the Mentor and Protégé have not submitted their annual Mentor-Protégé development plan form, the MWSBE Division will issue a written notice of noncompliance and the Mentor and Protégé will have seven (7) business days to cure. If the Mentor and Protégé fail to respond to the notice of noncompliance or fail to cure noncompliance, the MWSBE Division will issue written notice of ineligibility to respond to City, County, and Blueprint solicitations as having a Mentor-Protégé relationship.

D. Joint Venture, Partnership, and Association

A Joint Venture is a joint business association—a separate legal entity like a corporation or LLC—consisting of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a single business activity which is limited in scope and duration. A Joint Venture must include at least one MWBE firm.

A Partnership or Association is a joint business partnership or association that does not require formation of a legal entity separate from its component firms and that consists of one certified MWBE firm and one non-MWBE firm or two certified MWBE firms formed to carry on a single business activity which is limited in scope and duration. A Partnership or Association must include at least one MWBE firm.

E. Joint Venture, Partnership, and Association Requirements

1. In the case of a Joint Venture, Partnership, or Association consisting of one MWBE firm and one non-MWBE firm, as used in this policy, the smaller firm will comprise a minimum of ten (10%) of the association and will receive a share of contract dollars proportionate to the percentage of participation that the smaller firm represents in the Joint Venture, Partnership, or Association. In the case of a Joint Venture, Partnership, or Association consisting only of certified MWBE firms, the ten percent (10%) participation requirement will also apply.
2. When a Joint Venture, Partnership, or Association is proposed, the MWSBE Director will review and approve a signed and completed Joint Venture, Partnership, and Association Affidavit and all contractual agreements regarding a proposed Joint Venture, Partnership, or Association. The MWSBE Director will determine the degree of MWBE participation resulting from the Joint Venture, Partnership, and Association Affidavit and all agreements, which may be credited toward the evaluation of its response to a solicitation. This determination will be based on the clearly defined roles of the Joint Venture, Partnership, or Association partners, sharing of real economic interest, and proportionate control of the ownership and management of the Joint Venture, Partnership, or Association.
3. The Joint Venture, Partnership, or Association will be responsible for meeting project specific goals and complying with all applicable state and local laws, rules, and regulations governing Joint Venture creation, certification, and bidding.
4. The Joint Venture, Partnership, or Association responses to solicitations will include an MWBE section identifying all firms, the percentage ownership of each firm, and clearly defined scopes of services to be provided by each firm in the Joint Venture on the project.
5. For the MWSBE firm to remain eligible for Joint Venture, Partnership, and Association participation, it must continue to meet all MWSBE eligibility criteria contained in this policy.

F. Monitoring of Joint Venture, Partnership, and Association

The MWSBE Division will conduct an annual review of each Joint Venture, Partnership, and Association agreement. If the MWSBE Division determines that the Joint Venture, Partnership, or Association is not following the requirements of this policy, the MWSBE Division will issue a written notice of noncompliance and the Joint Venture, Partnership, or Association will have twelve (12) business days to respond. If the Joint Venture, Partnership, or Association fails to respond to the notice of noncompliance or fails to cure noncompliance, the MWSBE Division will issue written notice of ineligibility to the Joint Venture, Partnership, or Association that it is no longer eligible to respond to City, County, and Blueprint solicitations as a Joint Venture, Partnership, or Association.

G. Notice of Ineligibility Right of Appeal

5. A Mentor and Protégé or Joint Venture, Partnership, or Association in receipt of an MWSBE Division written notice of ineligibility will have the right to appeal. The Mentor and Protégé or Joint Venture, Partnership, or Association must file an appeal in writing to the MWSBE Director

within seven (7) business days of receipt of the notice of ineligibility from the MWSBE Division.

6. The written appeal will indicate reason(s) and provide additional information, if appropriate, as to why the business believes the notice of ineligibility was error.
7. The MWSBE Director will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
8. Failure to file with the MWSBE Director within the prescribed time frame will constitute a waiver of proceedings under this section. The MWSBE Director will schedule a review within thirty (30) calendar days of receipt of the appeal. This review by the MWSBE Director is the final step available in the administrative process for an appeal of a notice of ineligibility.
9. A firm whose appeal has been denied may re-apply six months after final denial notice.

XI. APPRENTICESHIP OR EXTERNSHIP

An apprenticeship or externship program is a tried-and-true approach for preparing workers for jobs – and meeting the business needs for a highly-skilled workforce that continues to innovate and adapt to meet the needs of the 21st century. The City, County, and Blueprint will encourage businesses to use apprenticeships and externships to reduce worker turnover by fostering greater employee loyalty, increasing productivity, and improving the bottom line. Apprenticeships and externships offer workers a way to start new careers with good wages.

Registered apprenticeship programs and externship programs enable employers to develop and apply industry standards to training programs for registered apprentices that can increase productivity and improve the quality of the workforce. Apprentices who complete registered apprenticeship programs are accepted by the industry as journey workers. By providing on-the-job training, related classroom instruction, and guaranteed wage structures, employers who sponsor apprentices provide incentives to attract and retain more highly qualified employees and improve productivity. Apprenticeships and externships can be flexible training strategies and can be integrated into current training and human resource development strategies. Apprentices and externs can be new hires – or businesses can select current employees to join an existing program. Apprenticeships and externships are a good way to reward high-performing entry-level employees and move them up the career ladder within the business.

Significant talent shortages and skill gaps are slowing companies' efforts to expand, innovate, and thrive. Among these challenges:

- An aging workforce of highly-skilled and experienced workers;
- Attracting new and more diverse talent pools;
- Closing gaps in workers' skills and credentials;
- Investing in talent that can keep pace with the latest industry advances; and
- Implementing workforce training models that effectively develop and “up-skill” talent.

The success of this program requires collaboration among partners – businesses, workforce development intermediaries (such as industry associations or labor organizations), educational institutions, the public workforce system, and other key community organizations. The collaboration requires partners to work together to identify the resources needed, design a program, and recruit apprentices and externs.

A. The Role of Partners

Business Partners – construction and construction-related firms:

1. Identify the skills and knowledge that apprentices and externs must learn
2. Hire new workers, or select current employees, to be apprentices or externs
3. Provide on-the-job training
4. Identify an experienced mentor to work with apprentices and/or externs
5. Pay progressively higher wages as skills increase
6. Can provide related instruction in-house or in partnership with others

Workforce Development Intermediaries - industry association, labor and joint labor-management organization, community-based organization <https://nabtu.org/apprenticeship-and-training/>:

1. Provide industry and/or workforce specific expertise (e.g. curriculum development) to support employers in a particular industry sector
2. Can serve as sponsor of an apprenticeship or externship program, taking responsibility for the administration of the program, thereby reducing the burden on employers
3. Aggregate demand for apprentices, particularly with small- and medium-size employers, that may not have the capacity to develop an apprenticeship program on their own
4. Can be the provider of related instruction and supportive services as appropriate

Educational Institutions - 4-year college, community college, career and technical education, such as Lively Technical College and Tallahassee Community College:

1. Develop curriculum for related instruction.
2. Can serve as sponsor of an apprenticeship or externship program, taking responsibility for the administration of the program, thereby reducing the burden on employers
3. Deliver related instruction to apprentices and externs
4. Can provide college credit for courses successfully completed
5. Aggregate demand for apprentices and externs

State Apprenticeship Agency – Florida Department of Education
<https://www.doleta.gov/OA/occupations.cfm>:

1. Provide technical assistance and support to new sponsors
2. Answer questions about the apprenticeship model
3. Guide the partners through the steps to develop and register a program
4. Connect businesses with training providers
5. Advise partners on sources of funding to support apprenticeships

B. Core Components

Business Involvement.

Employers are the foundation of every apprenticeship or externship program and the skills needed by their workforce are at the core. Businesses must play an active role in building the program and be involved in every step in designing the apprenticeship or externship.

On-the-Job Training.

Every program includes structured on-the-job training. Apprentices and externs receive hands-on training

from an experienced mentor at the job site for typically not less than one year. On-the-job training is developed through mapping the skills and knowledge that the apprentice or extern must learn over the course of the program in order to be fully proficient at the job.

C. Apprenticeship or Externship Requirements and Exceptions

When responding to a solicitation for a construction, design-build, or similar project, in order to receive 2 points as described in section VIII.D, respondent must certify that:

1. The respondent or its subcontractors or subconsultants participate or will participate in an apprenticeship program that is registered with the Florida Department of Education or the United States Department of Labor; or
2. Respondent or its subcontractors or subconsultants participate or will participate in an externship program offered by an educational institution or workforce development intermediary; or
3. The respondent avers that at the time the respondent executes a construction contract, respondent or its subcontractors or subconsultants will be participating in an apprenticeship program that is approved by the Florida Department of Education or the United States Department of Labor.

This program will not apply to a subcontractor or subconsultant that is an MWBE firm if the compensation to be paid under the applicable subcontract for labor costs is less than \$1,000,000

D. Required Documentation, Noncompliance, and Reporting

1. *Required documentation.* The prime contractor or consultant must prepare and submit, on a quarterly basis for the duration of the construction contract, accurate and timely records identifying the name, address, trade classification, whether the worker is an apprentice or extern, the labor hours of all workers used by the prime and each subcontractor or subconsultant on the construction project, and the cumulative number of hours worked on the project to date by apprentices. If the apprentice or extern is participating in an apprenticeship or externship program offered by qualified workforce development intermediary or educational institution, quarterly documentation must include documentation required by the workforce development intermediary or educational institution. The prime must require that each of its subcontractors or subconsultants prepare and maintain, for submittal by the prime to the City, County, or Blueprint, accurate and timely records identifying the name, address, trade classification, and labor hours for apprentices and externs used by the subcontractors or subconsultants on the construction project.
2. *Noncompliance.* Failure of a prime contractor or consultant to comply with the requirements of this policy may subject the contractor to all remedies available to the City, County, or Blueprint at law, including but not limited to debarment or suspension of the contractor from consideration for the award of future contracts.
3. *Reporting.* With the help of City, County, and Blueprint staff, the MWSBE Division will annually

prepare a report that includes the total dollar value of awards of construction projects, the number of apprentices hired for the construction projects, the number of apprentices or externs working on construction projects, the number of hours worked by apprentices on the construction projects, and the total labor hours expended on the construction projects.

XII. COUNTING MWSBE UTILIZATION

The following guidelines clarify how to count SBE utilization and how to count MBE and WBE utilization for both project specific goals and overall aspirational MBE and WBE goals for various goods and services.

A. Counting MWSBE Utilization Generally (Construction, Architecture & Engineering, Professional Services, and Other Services)

1. When an MWSBE firm participates in a contract, the City, County, and Blueprint will count only the value of the work actually performed by the MWSBE firm.
2. When an MBE or WBE firm is the prime contractor or consultant, the goal is fulfilled for its certification designation. However, the other project specific goal must also be fulfilled. For example, if a certified MBE firm responds to a solicitation as a prime contractor or consultant, the MBE goal is fulfilled. The MBE prime remains responsible for meeting the remaining WBE goal.
3. The MWSBE Division will count the entire portion of a contract that is performed by an MWSBE firm itself. The MWSBE Division will include the cost of supplies and materials obtained by the MWSBE firm for the work of the contract, including supplies purchased or equipment leased by the MWSBE firm (except supplies and equipment the MWSBE firm purchases or leases from a prime contractor or its affiliate).
4. The MWSBE Division will count the entire amount of fees or commissions that an MWSBE firm charges for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a contract, provided the MWSBE Division determines that the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
5. The MWSBE Division will count payments to an MWSBE firm only if the MWSBE is performing a commercially useful function (CUF) on that contract.
6. MBE and WBE prime contractors must perform a CUF of 30 percent of the total cost of the contract with their own forces to meet an applicable MBE or WBE goal.
7. If an MWSBE firm does not perform or exercise responsibility for at least 51 percent of the total cost of its subcontract with its own work force, or 30 percent if the firm is an MBE or WBE firm acting as a prime contractor, or the MWSBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the MWSBE Division must presume that the firm is not performing a CUF.
8. MWSBE firms are discouraged from subcontracting all or a majority of their work to another firm

or firms. The MWSBE Division will not count the work of an MWSBE firm whose sole intent is collection of a broker's fee or commission and whose employees perform none of the direct labor or service activities specified in the contract.

9. The MWSBE Division will not count any work that an MWSBE firm subcontracts back to:
 - a. The prime contractor or consultant, either directly or through any other company or firm owned and/or controlled by the prime contractor, or;
 - b. Any firm with which the MWSBE firm has a present business.
10. In the event that a first tier MWSBE firm acting as a subcontractor or subconsultant (in a direct contractual relationship with a prime) contract work to a second tier subcontractor or subconsultant (sub-sub), the MWSBE Division will only count the work if the first tier subcontractor or subconsultant must perform a CUF with 51 percent of its own workforce.
11. When an MBE or WBE firm subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward MWBE project specific or aspirational goals only if the subcontractor is itself an MWBE firm.
12. When an MBE or WBE firm performs as a participant in a Joint Venture, Partnership, or Association, the MWSBE Division will count a portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE firm performs with its own forces.
13. In calculating overall utilization, the MWSBE Division will not count the participation of an MWSBE firm toward until the MWSBE firm has been actually paid for the work.

B. Counting Materials & Supplies

1. If the materials or supplies are directly obtained from a MWSBE manufacturer, the MWSBE Division will count 100 percent of the cost of the materials or supplies. For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications. If the materials or supplies are purchased from an MWSBE regular dealer, the MWSBE Division will count 60 percent of the cost of the materials or supplies. However, this amount cannot be used to satisfy more than 60 percent of any applicable MWBE goal.
2. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this policy.
3. With respect to materials or supplies purchased from an MWSBE firm which is neither a manufacturer nor a regular dealer, the MWSBE Division will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the MWSBE Division determines that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. The MWSBE Division will not count any portion of

the cost of the materials and supplies themselves.

C. Counting Trucking/Transport

1. The MWSBE firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement.
2. The MWSBE firm must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The MWSBE firm receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The MWSBE firm may lease trucks from another MWSBE firm, including an owner-operator who is certified as a MWSBE. The MWSBE firm who leases trucks from another MWSBE firm receives credit for the total value of the transportation services the lessee MWSBE firm provides on the contract.
5. The MWSBE firm may also lease trucks from a non-MWSBE firm, including from an owner-operator. The MWSBE firm who leases trucks from a non-MWSBE firm is entitled to credit for the total value of transportation services provided by non-MWSBE lessees not to exceed the value of transportation services provided by MWBE-owned trucks on the contract. Additional participation by non-MWBE lessees receives credit only for the fee or commission it receives as a result of the lease arrangement.
6. A lease must indicate that the MWSBE firm has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the MWSBE firm, so long as the lease gives the MWSBE firm absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the MWSBE firm.

D. Counting Joint Venture, Partnership, and Association

1. Joint Venture, Partnership, and Association respondents will demonstrate that at least one partner to the Joint Venture Partnership, and Association is an MBE or WBE firm, as applicable to the project specific goal, and that such partner is responsible for a clearly defined portion of the work to be performed, will be performing a commercially useful function under the contract, and shares in the ownership, control, management, responsibilities, risks, and profits of the Joint Venture, Partnership, and Association.
2. This demonstration must be verified by pertinent documents and sworn statements. The MWSBE Division may review the demonstration at the time a response to a solicitation is submitted or before the contract award.
3. For the purpose of tentatively awarding credit towards a respondent meeting project specific goals, the MWSBE Division may consider a proposed partnership, that is not yet legally formed,

and which appears in all matters except legal formation as a Joint Venture. However, such partnership will become a legal organization before the Joint Venture enters a contract with the City, County, or Blueprint. Partnerships or Associations need not form a separate legal entity to receive credit.

4. The MWSBE Division may award credit towards a respondent meeting project specific goals calculated as the portion of the total dollar amount of a proposed contract equal to the percentage of the ownership and control held by the qualifying MBE or WBE firm as applicable to the project specific goals in the solicitation.

E. Counting Mentor-Protégé

1. Respondents in a Mentor-Protégé relationship will demonstrate that the Protégé is an MBE or WBE firm, as applicable to the project specific goal, and that the Protégé is responsible for a clearly defined portion of the work to be performed in terms of a percentage of the contract value, will be performing a commercially useful function under the contract, and is receiving training and education in the respondent's industry standards through the Mentor-Protégé relationship.
2. This demonstration must be verified by submission of an MWBE Participation Plan and sworn statements. The MWSBE Division may review the demonstration at the time a response to a solicitation is submitted or before the contract award.
3. The MWSBE Division may award credit towards a respondent meeting project specific goals calculated as the portion of the total dollar amount of a proposed contract equal to the clearly defined portion of the work to be performed.

XIII. REPORTING

The effectiveness of the MWBE Program and SBE Program will be measured by a review of data indicating dollars spent with MWSBE firms as a percentage of the total spending of the City, County, and Blueprint. Program effectiveness will also be measured by efforts of City, County, and Blueprint staff to provide prime contracting opportunities for MWSBE firms. The following activities will be completed to ensure the effective tracking of these efforts:

A. Prime Contractor and Consultant Responsibility

Each prime contractor or consultant will continuously maintain, compile, and make available to the MWSBE Division each month during the life of a contract data relating to its use of subcontractors or suppliers, both MWSBE firms and non-MWSBE firms, on City, County, Blueprint, and federally funded projects. This information will include without limitation the following information for each of the subcontractors and suppliers utilized by the Contractor on the project:

1. A description of the type of work, by applicable code(s), of contracts awarded to subcontractors and/or suppliers;
2. The dollar value of contracts paid to MWSBE or DBE firms;
3. Contact information for the subcontractors, subconsultants, and suppliers; and
4. A description of progress towards fulfilling any project specific MWBE goal.

B. Project Closeout

At the close of every project, all prime contractors and consultants will be asked to provide a Final Pay Affidavit documenting all information relating to its use of subcontractors, subconsultants, or suppliers.

C. Purchasing Card Data

The purchasing card vendor will supply expenditure data with both MWSBE certified firms and non-MWSBE certified firms. This data will automatically populate into the contract compliance process and electronic tracking system. City and County information technology or procurement employees will develop a method of securing an import file that extracts the data from City and County servers and uploads the data into the contract compliance process and electronic tracking system. Dollars spent with MWSBE firms will be counted in accordance with Section XII above.

D. Annual Report

The MWSBE Division will prepare an annual report based on the information submitted by each prime contractor or consultant and information from the City Procurement Services Division and County Purchasing Division regarding the use of MWSBE firms as prime contractors or consultants. The annual report will identify awards of City, County, and Blueprint contracts to MWSBE firms, prime use of MWSBE firms, prime progress in achieving project specific goals, and other MWSBE information.

XIV. MBE, WBE, AND SBE FIRM CERTIFICATION

An eligible MBE firm is a business concern that is both owned and controlled by minorities. An eligible WBE firm is a business concern that is both owned and controlled by women. This means that minorities or women must own at least fifty-one percent (51%) of the business and that they must control the management and daily operations of that business. An eligible SBE firm is a business concern owned by a person who is neither a minority nor a woman meeting the criteria in **Section XIV.C** below.

A. Minority and Women Eligibility Standards

1. Minority Group Membership

Bona fide minority group membership will be established on the basis of the individual's documented claim that they are a member of a minority group as defined in these procedures and is so regarded by that particular minority community and is a United States citizen or lawfully admitted resident alien. However, the MWSBE Division is not required to accept this claim if it determines the claim to be invalid as discussed below.

2. Controlled by Minorities or Women

An eligible minority or woman owned business enterprise will be an independent business. The ownership and control by minorities or women will be real, substantial, and continuing, and will continue beyond the pro forma ownership of the firm as reflected in its ownership documents. The minority or women owners will enjoy the customary incidences of ownership and will share in the risks and profits commensurate with their ownership interests, as demonstrated by an examination of the substance of the firm rather than form or arrangements.

Recognition of the business as a separate entity for tax or corporate purposes is not necessarily sufficient for recognition as an MWBE. In determining whether a potential MWBE is an independent business, the Minority, Women, and Small Business Enterprise Division will consider all relevant factors, including the date the business was established, the adequacy of its resources for the type of work specified, and the degree to which financial, equipment leasing, and other relationships with non-minority firms vary from established industry practice.

3. Operational Control

The primary consideration in determining operational control and the extent to which the minority person or woman actually operates the business will rest upon the peculiarities of the industry of which the business is a part.

Accordingly, in order to clarify the level of operational involvement of the minority person or woman in the business to be deemed as an MWBE firm, the following examples are not all inclusive:

- a. The minority person or woman will have experience in the industry for which certification is sought.
- b. The minority person or woman will demonstrate that basic decisions pertaining to the daily

operation of the business are independently made.

- c. The minority person or woman will technical competence in the industry for which certification is sought. Technical competence in this sense does not mean expert knowledge. It does mean the minority person or woman should have a working knowledge of the technical requirements of the business needed to operate in the industry.

4. Managerial Control

Control in this instance means that the minority person or woman has the demonstrable ability to make independent and unilateral business decisions necessary to guide the future and destiny of the business. Corporate bylaws and partnership agreements or other agreements should be free of restrictive language diluting the control of the minority person or woman, thus preventing or restricting him or her from making those decisions that affect the destiny of the business. Agreements for support services are permitted as long as the owner's power to manage the company or firm is not restrictive or impaired.

A minority person or woman must produce documentation demonstrating managerial control. A minority person or woman can demonstrate managerial control in any number of ways. This list below is not exhaustive; the MWSBE Division may accept documents demonstrating managerial control that are not on the list below. The MWSBE Division will accept the following examples of documentation of managerial control:

- a. Authority and responsibility to sign payroll checks and letters of credit.
- b. Authority for negotiations and signature responsibility for insurance and/or bonds.
- c. Authority for negotiations and signature services, and/or
- d. Authority for contractual negotiations with signature responsibility.

5. Non-Minority Management

If the owners of the firm who are not minorities or women are disproportionately responsible for the operation of the firm, then the firm is not an MBE or WBE firm within the meaning of this policy. Where the actual management of the firm is contracted out to individuals who are not minorities or women, those persons who have, for example, the ultimate power to hire and fire, for the purpose of this program, will be considered as controlling the business. Therefore, a firm with non-minority management is ineligible for MBE or WBE certification. Such a firm may be considered an SBE firm.

B. Certification Process Procedures

1. The MWSBE Division will be solely responsible for certification of minority, women and small businesses. This certification will include but is not limited to:
 - a. Documentation of property and business income.

- b. Documentation of appropriate professional certification and/or registrations.
 - c. Documentation of minority status claimed, which may include copies of Driver's License, Voter Registration Card, Birth Certificate, etc. The appropriate department's engineering staff will be responsible for pre-qualifying construction contractors, if applicable.
 - d. City/County business licenses/business tax certificate, if applicable.
 - e. Bank/credit references for the company or firm.
 - f. Last two years federal income and state sales tax returns and/or current Financial Statement.
 - g. Copy of incorporation articles/list of officers.
 - h. Notarized affidavit attesting to minority or non-minority female status.
 - i. Inventory of major equipment, if applicable
 - j. Presence on State of Florida or other MWBE lists, if applicable.
2. Once an applicant has submitted the application and all appropriate supporting documentation, certification review will be completed within forty-five (45) days and the appeal procedures as outlined in Section XI.H below will apply.

C. Certification Criteria

For Certification as an MBE, WBE, or SBE firm, the applicant must meet all of the criteria indicated in the chart below. Businesses may be Certified as follows: (1) MBE firm; (2) WBE firm; (3) SBE firm; (4) MBE/SBE firm; or (5) WBE/SBE firm. Businesses that qualify for certification as an MBE or WBE firm will be certified as an MBE firm.

Table 5 on the next page lists MBE, WBE, and SBE Certification Eligibility Criteria.

TABLE 5
MBE, WBE AND SBE CERTIFICATION ELIGIBILITY CRITERIA

MBE, WBE and SBE Certification Eligibility Criteria			
	Type of Certification (must meet ALL criteria marked X)		
	MBE	WBE	SBE
1. Majority Owner(s) must be a Minority or Minorities who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, will be owned by one or more of such persons.	X		
2. Majority Owner(s) must be a Woman or Women who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of the stock, which is owned, will be owned by one or more of such persons.		X	
3. Majority Ownership in the business will not have been transferred to a woman or minority, except by descent or a bona fide sale within the previous 2 years.	X	X	
4. Majority Owner(s) must reside in the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties.	X	X	X
5. Majority Owner(s) must be a United States citizen or lawfully admitted permanent resident of the United States.	X	X	X
6. Business must be legally structured either as a corporation, organized under the laws of Florida, or a partnership, sole proprietorship, limited liability, or any other business or professional entity as required by Florida law.	X	X	X
7. Business must be Independent and not an Affiliate, Front, façade, broker, or pass through company or firm.	X	X	X
8. Business must be a for-profit business concern.	X	X	X
9. Business must be currently located within the four-county Market Area of Leon, Gadsden, Jefferson, or Wakulla Counties.	X	X	X
10. Business must have all licenses required by local, state, and federal law.	X	X	X
11. Business must currently be licensed and engaging in commercial transactions typical of the field, with customers in the Local Market Area other than state or government agencies, for each specialty area in which Certification is sought. Further, if a Supplier, business must be making sales regularly from goods maintained in stock.	X	X	X
12. Business must have expertise normally required by the industry for the field for which Certification is requested.	X	X	X
13. Business must have a business net worth no more than \$5 million.	X	X	X
14. Business must employ 200 or fewer full- or part-time employees, including leased employees.	X	X	X
15. Business must have been established for a period of one (1) calendar year prior to submitting its application for MWSBE certification.	X	X	X
16. Business must have a record of satisfactory performance on no less than three (3) projects, in the business area for which it seeks certification, during the past 12 calendar months.	X	X	X

D. Reciprocity

Upon written request and submission of required documentation, the MWSBE Division will grant reciprocal MBE, WBE, or SBE certification to qualifying applicant firms. The MWSBE Division will grant reciprocal MBE or WBE certification to applicant firms domiciled in the Market Area (Leon, Gadsden,

Jefferson, and Wakulla) that hold current MBE or WBE certification with the Florida Department of Management Services Office of Supplier Diversity (OSD). The MWSBE Division will grant reciprocal SBE certification to applicant firms domiciled in the Market Area that hold current Veteran-owned (VBE) certification with OSD. The term of reciprocal MBE, WBE, or SBE certification will follow the term of the applicant firm's certification with OSD.

The applicant firm will provide the MWSBE Division with documentation authenticating its OSD certification and expiration dates. The MWSBE Division reserves the right to request any additional documentation to verify or clarify the authenticity of the information provided.

An applicant firm that is currently under suspension or debarment by any governmental entity or that has been denied certification by the MWSBE Division in the six (6) months preceding its request for reciprocal certification may not use this reciprocity policy to circumvent the imposed sanctions or actions of the governmental entity.

E. Certification Review

Within forty-five (45) days of the completed application affidavit and required supporting documentation MWSBE Division staff will notify the applicant of approval or denial of certification. Applicants approved for certification will be assigned a certification number and notified by email. Certified MWBEs will be listed in the Online MWSBE Directory.

F. Recertification

1. The MWSBE Division will send a Recertification Application link via email from B2GNow to the appropriate MWSBE firm at least thirty (30) days prior to the certification expiration date. The MWSBE Recertification Application link will be accompanied by appropriate instructions.
2. When the online Recertification Application is received by OEV, it is reviewed for comparison with the content of the original application. All appropriate changes are noted in the online MWSBE Directory. MWSBE Recertification is valid for two years.
3. If there has been a change in ownership interest and/or control, appropriate supporting documentation will be required for continued certification.

A company or firm that fails to submit all appropriate information by the anniversary date of certification will be deemed to have abandoned its application for recertification.

G. Denial of Recertification

If the review by the MWSBE Division indicates that the previously certified MWSBE firm no longer meets eligibility standards as defined in these procedures for recertification as a MWSBE firm the application for recertification will be denied.

The MWSBE Division will notify the MWSBE firm by certified mail that the staff review has indicated that the business is no longer eligible for certification, and that the applicant will have the right to appeal such

recertification denial in accordance with **Section XIV.H** below.

H. Decertification

The MWSBE Division reserves the right to revoke the certification of a business at any time such action is deemed necessary. Grounds for revocation of certification will include but are not limited to the following:

1. Submission of fraudulent information as part of the certification process.
2. Failure to promptly report any change in ownership or control of the firm.
3. Failure to promptly report any name, address or phone number changes of the firm.
4. Failure to respond to request for information from the MWSBE Division.
5. Fraudulent representation or participation on City or County projects or contracts.
6. Submittal of fraudulent information or documentation to the MWSBE Division as may be requested or as part of the normal procurement process.
7. Revocation of certification by the State of Florida, Department of Management Services or the State of Florida Department of Transportation.

I. Certification Denial Right of Appeal

1. Any business denied certification, recertification, or decertified by the MWSBE Division will have the right to appeal such denial. Notice of appeal will be filed in writing to the MWSBE Director within seven (7) business days of receipt of the notice of denial from the MWSBE Division.
2. The Notice of Appeal will indicate the reason(s) and provide additional information, if appropriate, as to why the business believes the denial was in error.
3. The MWSBE Director will provide a written response acknowledging receipt of the correspondence to the business within seven (7) business days upon receipt of the formal appeal.
4. Failure to file with the MWSBE Director within the prescribed time frame will constitute a waiver of proceedings under this section. The MWSBE Director will schedule a review within thirty (30) calendar days of receipt of request for appeal and issue a final written decision. This review by the MWSBE Director is the final step available in the administrative process for an appeal of denial of original certification, recertification, or decertification.
5. A firm whose application has been denied may re-apply six months after final denial notice.

J. Review

The policies promulgated under this regulation will be reviewed and evaluated on an annual basis. A full sunset review will be conducted within five (5) years of the adoption of these policies.

XV. MBE, WBE AND SBE FIRM GRADUATION

- A. Certified MWSBE firms will graduate from MWSBE certification when the firm net worth exceeds \$5 million or they exceed 200 employees.
- B. Any interested party may request an evaluation of an MWSBE firm. The MWSBE Division will evaluate the firm at the time of its recertification. If the MWSBE Division determines that the firm has exceeded the size standards described above, the following provisions will apply:
 - 1. Notification. The MWSBE Division will issue a letter of notification to the firm notifying the firm of its graduation. The letter of notification will set forth findings for every material issue relating to the basis of the program graduation with specific reasons for each finding based on facts and in accordance with law, regulations, and this policy.
 - 2. Appeal. The firm will be allowed 45 days from the date of the letter to appeal the decision. To appeal the decision, the company or firm must submit in writing to the MWSBE Division information explaining why the graduation is not warranted. Upon receipt of the appeal, the MWSBE Division will notify the firm in writing of the receipt of the appeal.
 - 3. Review. If the firm appeals its graduation within the requisite 45 days, the Director of PLACE will review the appeal. The Director of PLACE will issue a written decision within 15 days of receipt of the appeal via USPS or certified mail.
 - 4. After the effective date of a firm's graduation as provided for herein, a firm is no longer a certified MWSBE firm. However, the firm remains obligated to complete previously-awarded contracts and/or subcontracts, including any priced bids that may be exercised.

XVI. CAPACITY BUILDING COMPONENT

To ensure that opportunities to participate are available to the maximum number of interested, available, and qualified businesses, the MWSBE Division will develop and implement a comprehensive capacity building component (CBC) that includes outreach and technical assistance. The CBC is aimed at increasing business participation in the City's, County's, and Blueprint's contracting and procurement process. This program may include, without limitation, any or all of the following:

- A. Outreach and information dissemination;
- B. Technical assistance program to prepare MBE, WBE, and SBE firms to compete for specific contracts;
- C. Implement and monitor a supportive services program to develop and improve immediate and long-term business management, record keeping and financial and accounting capability for businesses;
- D. Develop and provide services to help businesses improve their long-term development, increase their opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve self-sufficiency;
- E. Establish a program to assist new, start-up or emerging businesses; and assist businesses in developing their capability to utilize emerging technology and conduct business through electronic media.
- F. Establish a method of evaluating MBE, WBE, and SBE firms and prime contractors and consultants in coordination with the City Procurement Services Division, County Purchasing Division and City, County, and Blueprint project managers to provide feedback on performance and evaluate firm capacity.

XVII. FORMS

OEV will work with the City Procurement Services Division and County Purchasing Division to standardize all bid solicitation forms, requests for proposals, construction contracts, work order agreements and professional service contracts to include a statement referring to the MWSBE policy and the expected level of MWSBE participation.

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**Blueprint Intergovernmental Agency
Board of Directors
Agenda Item #9
January 30, 2020**

Title: Acceptance of the Status Report and Consideration of Purchase of Property located at 1309 Alabama Street

Category: General Business

Department: Blueprint Intergovernmental Agency, Office of Economic Vitality

Lead Staff / Project Team: Benjamin H. Pingree, Director, Department of PLACE
Susan Dawson, Blueprint Attorney
Cristina Paredes, Director, Office of Economic Vitality
T.J. Lewis, Business Development Manager, Office of Economic Vitality

STATEMENT OF ISSUE:

At the September 5, 2019, meeting, the Blueprint Intergovernmental Agency Board of Directors (IA Board) directed staff to research and obtain an asking price for the property located at 1309 Alabama Street with the objective of addressing limited access to affordable grocery store within the Griffin Heights Community. Preliminary research into the property has been conducted along with a market analysis for potential acquisition and reuse.

This agenda item provides an analysis on the parcel including the property status, the seller's asking price as well as the market retail status and future re-use of 1309 Alabama Street property.

FISCAL IMPACT:

Should the IA Board wish to move forward with the purchase of 1309 Alabama Street property, this item will have a fiscal impact. This impact would range from the cost of performing an appraisal up to the potential cost of acquisition through any future redevelopment costs. The attorney representing the property owner has informed staff of his client's willingness to sell with an asking price of \$250,000. Should the property owner agree to sell the property at the appraised value and other applicable requirements per the Blueprint Real Estate Policy are satisfied, staff will bring back an agenda item to the IA Board for final consideration regarding the purchase of the property. Utilizing the process outlined below funding could be reallocated from the Business Recruitment and Incentive Fund. The current balance of this fund is \$343,415.

STRATEGIC PLAN:

The Office of Economic Vitality, under the policy direction of the IA Board, serves to improve the business climate and reduce challenges for existing businesses. While the Economic

Development Strategic Plan does not expressly provide support for establishing neighborhood-scale grocery markets, OEV funds may be utilized to purchase the parcel per IA Board direction.

RECOMMENDED ACTION:

Option 4. IA Board Direction.

SUPPLEMENTAL INFORMATION:

BACKGROUND

At the September 5, 2019, meeting, the Blueprint Intergovernmental Agency Board of Directors (IA Board) directed staff to research and obtain an asking price for the property located at 1309 Alabama Street with the objective of addressing limited access to affordable grocery store within the Griffin Heights Community. The subject property, identified under the parcel ID: 212635 M0010, consists of a 0.25 acre +/- lot situated at the southeast corner of Alabama and Harlem Streets within Tallahassee's Griffin College Heights subdivision (Attachment #1). The parcel is zoned Residential Preservation 2 (RP-2) within the *Residential Preservation* land use category, also within the Tallahassee Multi-Modal Transportation District and Urban Services Area. The property is also included within two economic incentive areas: Historically Underutilized Business Zone and the state of Florida's Urban Jobs Tax Credit area. The property is not located within a CRA.

PROPERTY STATUS

During late 2018 or early 2019 "All in One Supermarket", a legal nonconforming retail store that historically operated on this site, ceased operations. After the closure of the retail store, several neighborhood and community stakeholders with concerns about the property approached city officials to inquire about assistance with diminished access to convenience retail and food options within the greater Griffin Heights community. In follow-up to their concerns, the Tallahassee Leon County Planning Department (Planning Department) held a discussion with Growth Management and OEV regarding the current status of the subject property and potential opportunities for re-use. During discovery discussions, possible code enforcement issues related to the property were also raised, in addition to concerns with the structural integrity of the retail store.

The City Growth Management Department may determine that the legal nonconformity status of any nonconforming building or structure has been lost under any of the following conditions:

- a. Abandonment of the building or structure;
- b. Unlawful extension or expansion of the building or structure;
- c. Repair and maintenance, remodeling or reconstruction of the building or structure where the cost of the work exceeds 50 percent of the structural value of the building or structure, provided, however, that this shall not apply to single, and two-family dwellings; or
- d. Change of use within the nonconforming building or structure to a more intensive use.

The structure of the “All in One Supermarket” on the Alabama Street parcel has been vacated/abandoned and there are currently no active utility services to this address. Should the legal nonconformity status be removed, under current zoning regulations, future uses on this parcel are largely limited to 1 and 2-family dwelling units and operations of a retail establishment (such as grocery store and/or neighborhood convenience store) are not allowed. To date no formal action to remove legal nonconforming status has been taken, however, this matter could limit allowable economic development uses on the property in the short term.

Prior to the adoption of the 2030 Comprehensive Plan, the zoning in Griffin Heights was a mixture of Commercial, Residential Mixed Use, and Residential zoning districts. Alabama Street historically was a commercial thoroughfare, until the mid-1970s when local government began to downzone a significant number of properties from commercial to residential uses. This downzoning trend continued through the adoption of the 2030 Comprehensive Plan. Several parcels along the Alabama Street corridor were stripped of their commercial-use entitlements previously held by right under historic regulations. A limited number of legal commercial uses still remain along Alabama Street (Attachment #2), however, current land-use regulations have complicated reinvestment efforts which in certain cases has resulted in nonconforming structures falling into a state of disrepair.

In 2019 the Griffin Heights Neighborhood began *Neighborhood First* community planning efforts, led by the City’s Neighborhood Affairs Department, to address public safety, education, community empowerment, volunteerism, and beautification. Through the *Neighborhood First* effort Griffin Heights residents identified “lack of access to capital and other opportunities to develop business within the neighborhood” as the primary economic development concern. Three strategies were developed to address this concern: (1) Support business incubation and development in the neighborhood; (2) Increase access to entrepreneurship training and small business financing; (3) Introduce youth to entrepreneurship through job shadowing, apprenticeships and mentoring. The community also expressed a desire for “residents to have increased access to locations to purchase and grow affordable healthy food” requesting land-use changes, specifically the creation of a “main street” along Alabama Street that would allow for neighborhood-scale commercial development and increase opportunities for social interaction. The “All-in-One Supermarket” that previously operated at 1309 Alabama Street was identified as a focal point during *Neighborhood First* community planning to address public safety concerns related to Loitering that neighborhood residents cited as an important safety issue for children and pedestrians walking through the area.

For the 2020 Comprehensive Plan Amendment Cycle, the Planning Department aims to address many of the nonconformities along the Alabama Street Corridor with two proposed Comprehensive Plan amendments (map and text) that will introduce a new Future Land Use Category, *Neighborhood Boundary* (NB), which may be used to establish mixed-use corridors with neighborhood-scale, non-residential uses. If adopted, redevelopment of the parcel could include limited retail (such as a neighborhood convenience store), offices, bed and breakfast inns and community services. Adoption of the proposed Comprehensive Plan Amendment, consistent with the recommendations by *Neighborhood First* citizen committee to revitalize the neighborhood, signal proactive steps by local government to draw investment interest from the private sector. The proposed Neighborhood Boundary (TTA 2020 011) Text Amendment and

related Map Amendment (TMA 2020 010) are anticipated to be adopted on May 26, 2020 and would go into effect on June 27, 2020.

RETAIL MARKET STATUS AND FUTURE REUSE OPPORTUNITIES:

In the interest of addressing existing economic challenges and concerns within the Griffin Heights neighborhood, staff has identified current retail trends that indicate surplus/leakage of economic activity within a five minute drivetime of the property located at 1309 W. Alabama Street. The Leakage Index is at equilibrium at 1.0, which means that demand and sales are in balance, leakage values lower than 1.0 indicate demand exceeds sales, where values higher than 1.0 indicate that sales exceed demand. The major store types leaking resources out of the Griffin Heights neighborhood are:

- Motor Vehicle Parts and Dealers (0.1),
- Building Materials-Garden Equipment-Supplies (0.3),
- General Merchandise (0.3),
- Clothing & Accessories (0.4),
- Furniture and Home Furnishing (0.4),
- Electronics and Appliances (0.6),
- Sporting Goods-Hobby-Book & Music (0.7), and
- Health & Personal Care (0.8).

The major store categories showing surplus for the same geographic walkshed include:

- Food & Beverage Stores (+2.1),
- Food Service and Drinking Places (+2.9), and
- Miscellaneous Stores (+1.3).

A detailed analysis of the Food & Beverage Stores category segments the industry into four sub-categories, (1) *Supermarkets/Grocery*, (2) *Convenience*, (3) *Specialty Foods*. Within a 5-minute drivetime of the subject parcel the *Grocery Stores* sub-category shows a significant surplus of 2.3, *Specialty Food Stores* show a surplus rate of 1.2, and *Convenience Stores* show a leakage rate of 0.1, representing the only subcategory in the Food & Beverage Stores industry with leakage near the subject parcel. This specific leakage rate is influenced by several factors such as heavily commercialized areas West Tennessee Street from Dewey Street to Ocala Street and Tharpe Street to the north between MLK Boulevard and Ocala Street (encompassing a large portion of the greater Frenchtown neighborhood and Griffin College Heights). On these commercial corridors, the concentration of Food and Beverage activity could be seen as a boon to visibility (there are a minimum of 10 food and beverage stores within the drivetime area) which likely overshadow and prevent a neighborhood-embedded convenience store or food marts (except those with fuel pumps) primarily engaged in retailing a limited line of goods that generally includes milk, bread, soda, and snacks from thriving. Initial market analysis indicates adequate service by grocery store and food service providers within the five-minute drivetime of the subject parcel.

A customer profile analysis of the area surrounding 1309 Alabama Street provides a more transparent and accurate view of the underlying market for a neighborhood-embedded convenience store. The report provides a detailed demographic profile of those living in the area, their spending patterns and where there may be a lack of certain types of trade services.

Residency in the area is dominated by individuals 19-24 years old with incomes of < \$15,000, renting, and a variety of “Key Features” attributes that could alter the character of a future convenience store-type installation at the site or persuade a change in land use altogether to conform to this profile. Attachment #4 provides detailed Residential and Workplace profile types for the market within the five minute drive time of the subject property.

In summary, the market and retail leakage analysis demonstrates two key trends that could influence future uses of the parcel as led by the private sector and market demand:

Grocery Market Saturation

Due to the saturation of similar food/beverage providers within the study area, success of a grocery store at this location may be challenged. There are currently over 10 stores within the 5-minute drivetime that provide these services to the community, which contributes to the market surplus observed within this area. However, due to the observed pedestrian activity and transit ridership near the subject location, a walk-time analysis may support the need to introduce an additional provider.

Convenience Store Sub-Category Offers Possibilities

Alternatively, because the convenience store sub-category is the only shop type within the Food & Beverage Stores category experiencing a retail leakage, a neighborhood embedded convenience store could have more opportunity at success within the subdivision than along Tharpe or Tennessee Streets compared to larger format stores.

In addition, staff conducted preliminary research to explore case studies from other cities (New Orleans, Detroit, Baltimore, and Austin) acting to address similar neighborhood safety, resident empowerment and economic development concerns within underserved neighborhoods (Attachment #5). Through a variety of public private partnerships these communities have successfully funded the turn-around of retail plazas or launched smaller-scale neighborhood corner markets to deliver fresh, affordable and nutritious food and also provide training/education on health and wellness. These centers also serve as community development hubs which strengthen relationships within the traditionally underserved neighborhoods and promote other safety and economic benefits. For the purpose of supporting the City's *Community First* and other related Community Development initiatives, the subject parcel is a location that provides an opportunity to be similarly innovative in the development of small-scale neighborhood-supported programs to improve access and delivery of healthy and affordable food within the Griffin Heights community.

While the Economic Development Strategic Plan does not expressly provide support for establishing neighborhood-scale grocery markets or reducing loitering and crime, should the IA Board seek to continue towards purchase, staff will ensure redevelopment of the parcel will align with the long term Economic Development Strategic Plan. Moreover an independent appraisal to determine the true value of the parcel is also required with direction to bring back a purchase/sale item should seller agree to the appraised value. This approach aligns with current actions of the CRA on November 14, 2019 to purchase 2021 Holton Street in the amount of \$222,500 with the intent to reduce blight and crime within the greater Bond community. Currently, CRA staff is conducting an analysis of the structural components of the property to determine suitability for future uses, including public/neighborhood engagement outreach activities.

Property Acquisition

Since the September meeting, staff has been in communication with neighborhood representatives, the property owner, and her attorney regarding the acquisition of 1309 Alabama Street and as part of the development of this status report. At the time of writing this agenda item, the property was not on the market for sale; however, the attorney representing the property owner has informed staff of his client's willingness to sell with an asking price of \$250,000.

The Leon County Property Appraiser currently assigns a total market value of \$141,555 to the land and 3,230 SF of improvements on the parcel. Staff also researched comparable property purchases in the area within 1-mile of the Alabama Street property, where a limited number of commercial transactions have occurred over the past 12-months (as shown in Table #1 below). Should the IA Board direct staff to proceed forward with the acquisition of this property an independent appraisal of the property is required by the Blueprint Real Estate Policy. The Blueprint Real Estate Policy also requires a Survey, Natural Features Inventory and Title Inspection to be completed prior to the purchase of property.

Table #1: Comparable Values within a 1-mile radius of 1309 Alabama Street

Location	Price/SF	Sales Price
1203 Commercial Park Drive	\$38.05	\$127,500
1209 Commercial Park Drive	\$33.33	\$180,000
1105 W Tharpe Street*	\$69.42	\$175,000
Average	\$46.93	\$160,833
Subject at Asking Price Rate: 1309 Alabama Street 3,230 SF	Subject/SF \$77.40	Subject Asking Price: \$250,000

Source: CoStar Realty Information, obtained 01/2020. *1105 West Tharpe Street is located along a 4-lane Minor Arterial roadway, which may have an impact on the sales price. Alabama Street is classified as a Minor Collector roadway.

Should the IA Board wish to pursue the purchase of 1309 Alabama Street, (current conditions described in Attachment #1), staff recommends moving forward with an inspection of the structural elements, a professional appraisal, title inspection, and other applicable requirements per the Blueprint Real Estate Policy and bring back an agenda item to the IA Board for final consideration regarding the purchase of the property should seller agree to appraised value. Such an appraisal would detail the specific condition of the property, the current zoning and land use limitations, the number of allowable parking spaces and give an appraisal value to form the basis of a fair-market offer provided the current condition of the structure on the property.

Additional PLACE Actions

OEV is prepared to provide technical assistance to the property owner should they desire to relaunch a business from the subject location, develop a sales strategy for a target market

audience, obtain additional market/demographic data or recruit qualified employees. The proposed Comprehensive Plan Amendments which would reclassify the future land use on the subject parcel to *Neighborhood Boundary* serve as a first step in broad community development and would expand private investment options for this property to include neighborhood-scale, non-residential uses such as a neighborhood convenience store. Current ownership is also eligible for professional design services, and site planning assistance available through the Planning Department's *DesignWorks* team.

CONCLUSION:

As part of the development of this status report staff has been in communication with neighborhood representatives, the property owner, and her attorney regarding the acquisition of 1309 Alabama Street since September. Staff has determined that while 1309 Alabama Street is not currently listed on the market, the owner, according to her legal representative, is interested in selling the property for \$250,000. Initial market analysis indicates adequate service by grocery store and food service providers within the five-minute walkshed of the subject parcel.

Should the IA Board direct staff to pursue purchasing the property, next steps involve ordering an independent appraisal, title inspection, and a Natural Features Inventory of the parcel prior to negotiating a final sales price with the owner. Staff would then bring back an agenda item to the IA Board for final consideration regarding any final Purchase Agreement should the seller agree to the appraised value. While the Economic Development Strategic Plan does not expressly provide support for establishing neighborhood-scale grocery markets or reducing loitering and crime, should the IA Board seek to continue towards purchase, staff will ensure redevelopment of the parcel will align with the long term Economic Development Strategic Plan.

OPTIONS:

- Option 1. Accept the Status Report on 1309 Alabama Street.
- Option 2: Direct staff to move forward with a professional appraisal, title inspection, and other applicable requirements per the Blueprint Real Estate Policy and bring back an agenda item to the IA Board for final consideration regarding the purchase of the 1309 Alabama Street property.
- Option 3: Direct staff to conduct research on best practices as well as public engagement with the neighborhood to best align the reuse of the facility to the long term economic development strategic plan and community needs.
- Option 4: IA Board Direction.

RECOMMENDED ACTION:

Option 4: IA Board Direction.

Attachments:

1. Map, Photo, Current Conditions of 1309 Alabama Street Property
2. RP-2 Non-Conformities West of Old Bainbridge Road
3. Tallahassee Land Development Code, Division 3, Section 10-71 - Non-Conformities
4. 1309 Alabama Street: Five Minute Drive Time Map, Retail Leakage and Surplus Analysis, and, Neighborhood Consumer Profile data
5. Case Studies: Addressing Limited Access to Healthy Food Options in Underserved Neighborhoods.