

51. "Small Purchases" means the procurement of commodities or services with a value within the thresholds set for this category without the requirement of quotes, bids, or public notice under procedures established by the Purchasing Division.
52. "Sole (Single) Source Purchases" means the purchase of a commodity, service, equipment, or construction item(s) from one available practical source of supply. A Sole (single) Source may be declared such by the Board of County Commissioners for reasons acceptable to it.
53. "Specification" means any description of the physical or functional characteristics of the nature of a material, supply, service, construction, or equipment item. It may include a description of any requirement for inspection, testing, recycled or degradable materials content, or preparing a material, supply, service, construction, or equipment item for delivery.
54. "Supplier" means a person or firm who engages in the selling of materials and supplies to contractors, subcontractors, and/or manufacturers for the purpose of constructing, repairing, altering, remodeling, adding to or subtracting from or improving any building, structure, or property through a direct contract/agreement on behalf of the general contractor.
55. "Tangible Personal Property" is defined as property which has an original acquisition cost of \$750 or more; is not consumed in use and has a useful life of one year or more after initial acquisition; is not fixed in place and not an integral part of a structure or facility; and is not an integral part or component of another piece of equipment.
56. "Term Contract" means indefinite quantity contract whereby a contractor(s) agrees to furnish an item or items during a prescribed period of time (such as 3, 6, 9, 12 months or a specific date). The specified period of time or date completes such contract.
57. "Tie (Identical) Bid" is when two or more bids are equal with respect to price and it appears that the quality and service offered by the vendors are otherwise comparable.

Section 4 AUTHORITY OF PURCHASING DIRECTOR

- A. The Purchasing Director shall serve as the central purchasing officer of Leon County.
- B. The Purchasing Director shall develop and administer operational procedures governing the internal functions of the Division of Purchasing.
- C. Except as otherwise specifically provided in this policy, the Purchasing Director, or his/her designee, shall, in accordance with regulations promulgated by the Board of County Commissioners:
 1. Purchase or supervise the purchase of all supplies, services, materials, equipment, and construction services defined within the scope of this policy.
 2. Operate a central warehouse for the purchasing, in bulk, of items which may be more economically bought and distributed than when purchased on an individual basis; and to provide facilities for storage of critically needed supplies.
- D. Upon the prior approval of the ~~County Administrator or designee~~ Leon County Director of Management Services, the Purchasing Director may delegate authority to designee(s) as allowed by law or rule.
- E. The Purchasing Director shall assist the Minority Business Enterprise Coordinator, implement, monitor, and enforce the County's Minority Business Enterprise program policy.

Section 5.07 INFORMAL BIDS

For purchases within the cost range authorized for informal bids in Section 5, the Purchasing Director shall secure, whenever possible, a minimum of three written quotations, which shall be the result of written specifications transmitted by mail, by electronic format, or by facsimile. When such quotations are received by facsimile, the purchasing agent will immediately seal and label the quotations until the time set for opening bids. In those instances where the securing of three quotations is not practicable, the Purchasing Director shall provide written justification of such. The Purchasing Division shall seek out and encourage participation in the bid from certified minority and women-owned business enterprises. The quotations shall be reviewed and a written recommendation of award shall be prepared for review and action by the appropriate approval authority, by the Purchasing Director for approval by the County Administrator.

Section 5.08 COMPETITIVE SEALED BIDDING

- A. **Conditions For Use.** All contracts for purchases of a single item or aggregate for the proposed term of service in excess of the established base amount for competitive sealed bidding in Section 5 shall be awarded on the basis of sealed competitive bidding, except as provided in Section 5.09, Competitive Sealed Proposals.
- B. **Invitation to Bid.** An invitation to bid shall be issued and shall include specifications, all contractual terms and conditions, and the place, date, and time for opening or submittal. No later than five working days prior to the date for receipt of bids, a vendor shall make a written request to the County for interpretations or corrections of any ambiguity, inconsistency, or error, which the vendor may discover. All interpretations or corrections shall be issued as addenda. The County shall not be responsible for oral clarifications or representations.

No negotiations, decisions, or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications, which are in writing from the County, may be considered as a duly authorized expression on the behalf of the County. Also, only communications from firms or individuals, which are in writing and signed, will be recognized by the County as duly authorized expressions on behalf of proposers.

1. **Alternate(s).** Alternate bids will not be considered unless authorized by and defined in the invitation to bid or addenda thereto.
 2. **Approved Equivalents.** The County reserves the right to determine acceptance of item(s) as an approved equivalent. Bids, which do not comply with, stated requirements for equivalents in the bid conditions are subject to rejection. The procedure for acceptance of equivalents shall be included in the invitation to bid or addenda thereto.
- C. **Public Notice.**
1. The solicitation of competitive bids or proposals for any County construction project that is projected to cost more than \$200,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any County construction project that is projected to cost more than \$500,000 shall be publicly advertised at least once in a newspaper of general circulation in the County at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this section may be altered by the County in any manner that is reasonable under the emergency circumstances.
 2. **Changes to Public Notice.** If the location, date, or time of the bid opening changes, written notice of the change shall be given, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications.

3. Each invitation to bid, request for proposals, request for qualifications, invitation to negotiate, or other procurement solicitation which is anticipated to include travel expenses by authorized persons as defined in the Leon County Travel Policy shall include the following notice:
Consultant travel which is not covered within the scope of the consultant's contract and which is billed separately to the County on a cost reimbursement basis must receive prior approval and will be reimbursed in accordance with the Leon County Travel Policy. Travel expenses shall be limited to those expenses necessarily incurred in the performance of a public purpose authorized by law to be performed by the Leon County Board of County Commissioners and must be within limitations described herein and in Ch. 112.06, Florida Statutes. Consultants and contractors, traveling on a cost reimbursement basis, must have their travel authorized by the department head from whose budget the travel expenses will be paid and the County Administrator.
- D. Bid Opening. Bids shall be opened publicly. At least one representative from the Division of Purchasing shall open the bids in the presence of one or more witnesses at the time and place designated in the Invitation to Bid. The amount of each bid, and such other relevant information as may be deemed appropriate by the Purchasing Director, together with the name of each bidder, and all witnesses shall be recorded. The record (Bid Report) and each bid shall be open to public inspection as provided by law.
- E. Bid Acceptance and Evaluation. Bids shall be unconditionally accepted without alteration or correction, except as authorized in this Policy. Bids shall be evaluated based on the requirements set forth in the Invitation to Bid, which may include, but not be limited to criteria to determine acceptability such as: inspection, testing, quality, recycled or degradable materials content, workmanship, delivery, and suitability for a particular purpose and/or factors to determine a bidder's level of responsibility such as references, work history, bonding capacity, licensure, certifications, etc.. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measured, such as discounts, transportation costs, and total or life cycle costs. No criteria may be used in bid evaluation that is not set forth in the Invitation to Bid, in regulations, or in this policy.
- F. Bid Agenda Item. The Bid Report shall be presented to the appropriate department or division head for review and recommendation. The department or division head shall prepare the recommendation as an agenda item for review by the Purchasing Director prior to submission to the County Administrator for review and approval. Upon approval, the County Administrator shall place the item on the agenda of the Board of County Commissioners.
- G. Correction or Withdrawal of Bids; Cancellation of Awards. Correction or withdrawal of inadvertently erroneous bids before or after award, or cancellation of awards or contracts based on such bid mistakes, shall be permitted where appropriate under the sole discretion of the County. Mistakes discovered before bid opening may be modified or withdrawn upon written notice received in the office designated in the Invitation for Bids prior to the time set for bid opening. After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a non-judgmental character was made, the nature of the mistake, and the bid price actually intended. After bid opening, no changes in bid price or other provisions of bids prejudicial to the interest of the County or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if:
 1. the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident; or
 2. the bidder submits evidence that clearly and convincingly demonstrates that a mistake was made. All decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, shall be supported by a written determination made by the Purchasing Director and concurred with by the County Administrator.

7. Failure to execute a Public Entity Crimes Statement as required by Florida Statutes Chapter 287.133(3)(a).
 8. Other reasons deemed appropriate by the Board of County Commissioners.
- L. No bids received. If no competitive bids or proposals for commodity or services purchases are received, the Purchasing Director may negotiate on the best terms and conditions. Award will be made by the Board.
- M. Local preference in bidding.
1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for projects estimated not to exceed \$250,000, in which pricing is the major consideration, the County may give a preference to Local Businesses in making such purchase or awarding such contract, as follows:
 - a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of five percent of the bid price.
 - b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a Local Business as defined herein, shall be given a preference in the amount of three percent of the bid price.
 - c) The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.
 2. **Preference in bidding for construction services estimated to exceed \$250,000.**
 - a) **Except where otherwise provided by federal or state law or other funding source restrictions, in the purchasing of, or letting of contracts for procurement of construction services for improvements to real property or existing structures, limited to projects estimated to exceed \$250,000, the County may give preference to Local Businesses in the following manner:**
 - i. Under a competitive bid solicitation, when the lowest responsive and responsible bid is submitted by an individual or firm that is not a Local Business, then the local business that submitted the lowest responsive and responsible bid shall be offered the opportunity to perform the work at the lowest bid amount, if that Local Business's bid was not greater than 110 percent of the lowest responsive and responsible bid amount.
 - ii. All contractual awards issued in accordance with the provisions of Section 5.08(M)(2)(a) shall contain aspirational trade contractor work targets, based on market and economic factors, of 85 percent as follows: The successful individuals or firms shall agree to engage not less than 85 percent of the dollar value of trade contractor work with Local Businesses, unless the successful individuals or firms prove to the County's satisfaction that the trade contractor work is not available locally within the Leon, Gadsden, Wakulla or Jefferson County area. The term "trade contractor" shall mean a subcontractor who contracts with the prime contractor and whose primary activity is performing specific activities (e.g., pouring concrete, masonry, site preparation, framing, carpentry, dry wall installation, electrical, plumbing, painting) in a construction project but is not responsible for the entire project.
 - b) Section 5.08 (M)(2)(a) shall sunset and stand repealed on January 1, 2013 unless reviewed and saved from repeal through reenactment by the Board.
 3. Certification. Any vendor claiming to be a Local Business shall so certify in writing to the purchasing division. The certification shall provide all necessary information to meet the requirements for a

Section 5.10 SOLE SOURCE PURCHASES

- A. Sole Source Certification. A contract may be awarded, except as otherwise provided for under state law, for a supply, service, material, equipment or construction item(s) without competition when the Purchasing Director, with the concurrence of the County Administrator or designee Leon County Director of Management Services, certifies in writing, after conducting a good faith review of available sources, that there is only one available source for the required material, supply, service, equipment, or construction item(s). Such awards will be made within the authorized procurement limits identified in Section 5.0. When a purchase exceeds the threshold amount for Board approval, the item will be placed on the agenda for Board approval and certification that the vendor has been determined to be a sole source.
- B. Additional Purchases from Certified Sole Source. The Purchasing Director shall be authorized, after initial sole source certification, to make additional purchases from a sole source vendor for not less than one year or until such time as contrary evidence is presented regarding sole source eligibility, whichever period is less.

Section 5.11 EMERGENCY PURCHASES

- A. Authorization During Normal Business Hours. In the case of emergencies that require the immediate purchase of goods, equipment or services, the County Administrator, Purchasing Director, Group Director, or his designee shall be empowered to secure such goods or services without competitive bidding. In this event, all measures reasonably possible under the circumstances shall be taken to assure the maximum cost benefit to the County of the goods or services procured.
- B. Authorization Outside of Normal Business Hours. A department or division head, during non-business hours, is authorized to make purchases without competitive bids, when an emergency arises.
- C. Documentation and Approval. Documentation for emergency purchases pertaining to the above shall be submitted to the Purchasing Office on the standard emergency requisition form with a detailed explanation, and support material attached, if applicable, within ten (10) workdays after the event occurred. Emergency purchases that exceed the competitive sealed bid threshold shall be ratified by the Board. Emergency purchases within the informal bid thresholds shall be approved by the County Administrator after-the-fact.
- D. Mutual Aid Agreements. The County may enter into and utilize Mutual Aid Agreements as provided in Chapter 252, Florida Statutes in the event of emergency situations. The Purchasing Director shall be authorized to invoke the terms of the Mutual Aid Agreement.

Section 5.12 COOPERATIVE PURCHASING

- A. State Contracts. The Purchasing Director is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective state contracts (state term continuing supply contracts, SNAPS agreements [State Negotiated Agreement Price Schedules], agreements resulting from Invitations to Negotiate [ITN], or other such contracts authorized by statute for use by local governments) of the Florida Department of Management Services. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts.
- B. Federal Supply Service. The Purchasing Director is authorized to purchase goods or services for any dollar amount from authorized vendors listed on the respective Federal Supply Schedules issued by the Federal General Services Administration. Such purchases shall be made without competitive bids provided that funding has been appropriated and approved by the Board of County Commissioners in Department/Division accounts.
- C. Other Public Procurement Units. The Purchasing Director shall have the authority to join with other units of government in cooperative purchasing ventures when the best interest of the County would be served thereby, and the same is in accordance with the County and State law. The Purchasing Director shall appropriately document such cooperative purchasing arrangements. All Cooperative Purchasing conducted under this section shall be through contracts awarded through full and open competition,

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including use of source selection methods equivalent to those required by this policy. Each selection method shall clearly state the intention to include participation by other units of government as a requirement for use in cooperative purchasing.

Section 5.13 PROTESTED SOLICITATIONS AND AWARDS

- A. Right to Protest. Any person, hereinafter referred to as protestor, who submits a timely response to an invitation to bid, or a request for proposals, an invitation to negotiate, a request for qualifications, or multi-step sealed bids, or multi-step requests for proposals and who is aggrieved with the decision or intended decision of the County shall have the right to protest.
- B. Filing a Protest. Any protestor shall file with the Purchasing Division a notice of protest in writing within 72 hours after the posting of the bid tabulation or after posting of the decision or notice of intended decision of the County. The formal written protest shall be filed within 10 calendar days after the date protestor filed the notice of protest. Failure to timely file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this Section.

A written protest is filed with the County when it is delivered to and received by the Purchasing Division.

- 1. The notice of protest shall contain at a minimum: the name of the protestor; the protestor's address and phone number; the name of the protestor's representative to whom notices may be sent; the name and bid number of the solicitation; and, a brief factual summary of the basis of the protest.
 - 2. The formal written protest shall: identify the protestor and the solicitation involved; include a plain, clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances, or other legal authorities which the protestor deems applicable to such grounds; and, specifically request the relief to which the protestor deems himself entitled by application of such authorities to such grounds. The protestor shall mail a copy of the notice of protest and the formal written protest to all parties to the procurement activity.
 - 3. Any person who files a formal written shall post with the Purchasing Division at the time of filing the formal written protest a bond payable to the Board of County Commissioners, Leon County, in an amount equal to 1 percent of the County's estimate of the total volume of the contract or \$5000, whichever is greater. If after completion of the bid protest hearing process and any appellate court proceedings, the County prevails, it shall recover all court costs and charges, which shall be included in the final order of judgment, excluding attorney's fees. Upon payment of such court costs and charges by the person protesting the award, the bond shall be returned to him. If the protestor prevails, his protest bond shall be returned and he shall recover from the County all costs and charges, which shall be included in the final order of judgment, excluding attorney's fees, lost profits and bid preparation costs.
- C. Settlement and Resolution. The Director of Purchasing shall have the authority, prior to commencement of an action in court concerning a protest, to settle and resolve a protest of an aggrieved bidder, offeror, or contractor, actual or prospective, concerning the solicitation or award of a contract.
 - 1. The Purchasing Director shall, within 14 calendar days of the filing of the formal written protest, attempt to resolve the protest prior to any proceedings arising from the position.
 - 2. If the protest is not resolved by mutual agreement, the Purchasing Director shall within the time set forth in Section 5.13(c)(1) above issue a decision in writing on the merits of the protest. The decision shall:
 - a) State the reasons for the decision; and
 - b) Inform the protestor of its right to further administrative appeal.
 - 3. Notice of Decision. A copy of the decision by the Purchasing Director shall be mailed or otherwise furnished immediately to the protestor and any other party intervening.
 - D. Appeal of Purchasing Director's Decision. The decision of the Purchasing Director may be appealed to

- 2) Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.
 - 3) Contacting MBEs, WBEs and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.
 - 4) Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal, including a list of those MWSBEs who were contacted regarding their participation.
 - 5) Document follow-up telephone calls with potential MWSBE Subcontractors encouraging their participation.
 - 6) Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other bid/RFP related items at no charge to the MWSBEs.
 - 7) Contacting the MWSBE Division, no less than five (5) business days prior to the bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.
 - 8) Other documentation indicating their Good Faith Efforts to meet the aspirational targets.
- iii. Prime Contractors will negotiate in good faith with interested MWSBEs, not rejecting a MWSBE as unqualified or unacceptable without sound business reasons based on a thorough investigation of their capabilities. The basis for rejecting any MWSBE deemed unqualified or unacceptable by the Prime Contractor shall be included in the Good Faith Effort documentation. The Prime Contractor shall not impose unrealistic conditions of performance on MWSBEs seeking subcontracting opportunities.
- e. Good Faith Committee
- i. Should the MWSBE Director determine that a Bidder with Subcontracting and Supplier opportunities has not made Good Faith Efforts to meet the Aspirational Targets the MWSBE Director shall refer the matter to the Good Faith Committee.
 - ii. The Good Faith Committee shall include the County Administrator or designee, ~~Management Services Director~~, serving as Chair, the Purchasing Director or designee, the Chair of the MWSBE Citizens Advisory Committee or designee, and may include others appointed at the discretion of the County Administrator or the County Administrator's designee.
 - iii. The Good Faith Committee shall make a formal determination, based on a simple majority vote, as to whether the proposing Prime Contractor made Good Faith Efforts to reach the Aspirational Targets, with each member of the Good Faith Committee having an equal vote in making such determination.
- f. The Participation Plan for a specific project and the Contractor's commitment to carry out the program shall become a part of the Contract.
- g. Joint Ventures - To determine whether the Joint Venture is given credit as such for meeting Aspirational Targets:
- i. The Joint Venture shall demonstrate that at least one partner to the Joint Venture is a MBE, WBE or SBE, as applicable to the Aspirational Target, 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.
 - ii. Such demonstration shall be verified by pertinent documents and sworn statements and may be reviewed by the MWSBE Division at the time a bid, proposal, or reply is submitted, or prior to the award of a bid, proposal or Contract.
 - iii. For the purpose of tentatively awarding credit towards a Bidder meeting Aspirational Targets, 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 shall become a legal Joint Venture organization prior to entering into a Contract and failure to form such legal Joint Venture organization shall result in the loss of such proposed Contract.

- c. Suspension - Contractors found in breach of their Contract may be suspended ~~from bidding on and/or participating in any future County contracts for up to three (3) years as provided in Section 15 of the Purchasing Policy.~~
- d. Reporting – Prime Contractors with MWSBE participation shall submit a monthly report, not less frequently than monthly and in a form and manner prescribed by the MWSBE Division. ~~of the work done by: the invoices submitted to the County, payments received, and payments made to each MBE, WBE, and SBE as a part of each project.~~
- e. Payments - Contracts and purchase orders shall contain the payment schedule. An MBE, WBE or SBE may seek expedited payment in case of hardship by notifying the MWSBE Director or Purchasing Director, and in such cases, the County may provide expedited payments when determined to be reasonably necessary, provided all work or services have been satisfactorily performed.
- f. On-Site Monitoring - The MWSBE Division may perform on-site monitoring of MWSBE utilization on County projects. Monitoring may consist of scheduled or unscheduled project site visits. This does not exclude Contract monitoring expected by other County staff responsible for the project in the performance of their regular duties.

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- i. Notification of Changes – MBEs, WBEs, and SBEs shall notify the MWSBE Division of any changes in the Certified business, during the Certification period, which may impact the Certification (such as a change in Ownership or in the types of services and/or commodities being provided). If such changes occur during the Certification period, the business' Certification status may be reevaluated.
- j. Certification Reevaluation - The County reserves the right to reevaluate an MWSBE's Certification at any time during the Certification period, and to rescind Certification if it is found that the business is not certifiable.
- k. Certification From Other Agencies - The MWSBE Program may accept MBE, WBE and SBE Certifications from parties to THE MWBE INTER-LOCAL AGREEMENT (such parties currently include the City of Tallahassee and Leon County, and the Leon County School Board; however, such parties may change from time to time without notice or revision to this policy), and in accord with the Memorandum of Understanding with the Florida Office of Supplier Diversity. Further, the MWSBE Division reserves the right to review the Certification process and documentation utilized by an outside certifying agency; request clarification or additional information from the certified business; to delay acceptance of certification while it is being reviewed; and to deny certification any time during the Certification period.
- l. The MWSBE Division may, based upon the provisions of this policy, determine to approve certifications that only apply to the County procurement process due to the difference in the policies between the County, City of Tallahassee, and the Florida Office of Supplier Diversity, Leon County School Board.

L. Decertification and Right of Appeal

- a. The MWSBE Program reserves the right to revoke Certification at any time such action is deemed reasonably necessary. Grounds for revocation of Certification include, but are not limited to, the following:
 - i. Submission of fraudulent information, by or on the behalf of the Applicant for Certification or by or on the behalf of the MBE, WBE or SBE either as part of the Certification process or as part of a procurement or contract process.
 - ii. Failure to promptly report any change in Ownership or Control of the business.
 - iii. Failure to promptly report any name, address or telephone number changes of the business.
 - iv. Failure to respond to requests for information from the MWSBE Division.
 - v. Fraudulent representation or participation on County projects or contracts, or breach of contract with the County.
 - vi. Revocation by a party to the MWBE INTER-LOCAL AGREEMENT or the Memorandum of Understanding with the Florida Office of Supplier Diversity.
- b. Any business having its Certification revoked by the MWSBE Division shall have the right to appeal such Certification revocation, following the same process as Appeals of Certification Denials.

M. Small Business Enterprise (SBE)

- a. SBE Orientation - The County shall conduct periodic meetings to educate SBEs about the program and about general matters relating to participating in County procurement opportunities. SBEs shall be required to attend at least one such meeting prior to or within ninety (90) days after becoming Certified. The MWSBE Division may require SBEs to attend periodic follow-up meetings, but no more than once every two years. Failure to attend such meetings shall be grounds for decertification for such up to twelve (12) months, as determined appropriate by the MWSBE Division.

b. Small Business Development –

- i. The County shall enter into an agreement with the Florida A&M University Small Business Development Center (SBDC) to provide training assistance to individuals with small

businesses located in Leon County interested in beginning a small business for the first time or improving or expanding an existing small business.

ii. SBDC services are anticipated to include:

- 1) Completing a business needs assessment on all new clients to identify deficiencies and tailor appropriate training, counseling, and technical assistance.
- 2) Providing counseling, training, and technical assistance in all aspects of small business management, the development of business plans, small business assistance for financial, marketing, production, organization, engineering and technical issues and feasibility studies.
- 3) Tracking the client's success throughout the training.
- 4) Certifying the client, upon successful completion of the training and counseling, as a small business and referring them to the MWSBE Program for Certification and participation in Leon County purchasing and contracting opportunities.
- 5) Completing a progress report and referral of the client to SBDC partners for subsequent levels of support and competitive procurement opportunities.
- 6) Providing bonding assistance to small businesses and identify quality surety companies to participate in the bonding program.

e.b. SBE Graduation - A SBE that has participated in the SBE Program for a total of six years shall graduate from the SBE Program six years after the date of award of the first procurement opportunity made through the SBE program and is will no longer be eligible for Certification as a SBE. Graduation of an SBE shall not effect the contribution made by the SBE toward satisfaction of an Aspirational Target if the work was identified in a bid or RFP proposed to be performed by the SBE prior to the date of SBE Graduation and the bid or RFP opening date occurred prior to the SBE Graduation date.

d.c. Reserving Procurement Opportunities for Exclusive Competition Among SBEs - Procurement opportunities may be reserved for exclusive competition among SBEs when:

- i. At least three SBEs, with Certification in the relevant area, are available to compete for the procurement opportunity;
- ii. Permissible by law; and
- iii. Such limited competition has been recommended by the appropriate authority as stipulated:

Criteria for Reserving Procurement Opportunities for Exclusive Competition Among SBEs			
Business Category	Estimated Procurement Value (Estimated Contract Cost)	Minimum Number of Available SBEs, Certified in Procurement Opportunity Area	Authority that Recommends Reserving Procurement Opportunity for Exclusive Competition Among SBEs
Construction - Prime Contractor	\$100,000 or less	Three (3)	¹ Committee Concurrence (MWSBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Professional Services	\$50,000 or less	Three (3)	¹ Committee Concurrence (MWSBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Other Services	\$25,000 or less	Three (3)	¹ Committee Concurrence (MWSBE Director, Purchasing Director and Project Director or Division Director responsible for the project/budgeted expense)
Materials & Supplies	\$25,000 or less	Three (3)	¹ Committee Concurrence (MWSBE Director, Purchasing Director, Project Director or Division Director responsible for the project/budgeted expense)

¹ Committee Concurrence - If consensus cannot be reached, the County Administrator or his/her