

**BCC Meeting: April 10, 2018  
Research Notes**

**Item No. 11A13  
File No. 180854**

**Researcher: JFP Reviewer: TD**

RESOLUTION RELATED TO SMALL BUSINESS ENTERPRISE PROGRAMS; APPROVING AMENDMENTS TO IMPLEMENTING ORDER NOS. 3-22, 3-24, AND 3-32; UPDATING TITLES, DEFINITIONS, AND OTHER RELEVANT SECTIONS INCLUDING THE STRUCTURE AND REQUIREMENTS FOR JOINT VENTURE PARTICIPATION AND MENTOR-PROTÉGÉ PROGRAM, AND REQUIRING USE OF MIAMI-DADE COUNTY'S WEB-BASED SYSTEM FOR COUNTY CONTRACTS

**ISSUE/REQUESTED ACTION**

Whether the Board should approve amendments to Implementing Orders governing Small Business Enterprise Programs and requiring use of Miami-Dade County's web-based system in County contracts related to Small Business Enterprise Programs.

**APPLICABLE LEGISLATION/POLICY**

Ordinance No. 18-33, adopted on April 10, 2018, amends the Code of Miami-Dade County to require use of Miami-Dade County's web-based system for County contracts for Small Business Enterprise Programs; provide for application of certain goals for projects with an estimated value exceeding \$700,000; renames and amends the duties of the Miami-Dade County Advisory Board related to the Small Business Enterprise Program.

<http://intra/gia/matter.asp?matter=180276&file=true&yearFolder=Y2018>

Implementing Order No. 3-22 governs the Community Small Business Enterprise (CSBE) Program for the purchase of construction services.

<https://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-22.pdf>

Implementing Order No. 3-24 relates to responsible wages and benefits for County construction contracts.

<https://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-24.pdf>

Implementing Order No. 3-32 relates to the Community Business Enterprise (CBE-A/E) Program for the purchase of professional architectural, landscape architectural, engineering, or surveying and mapping services.

<https://www.miamidade.gov/aopdfdoc/aopdf/pdffiles/IO3-32.pdf>

**PROCEDURAL HISTORY**

**Prime Sponsor: Vice Chairwoman Audrey M. Edmonson, District 3**

**Department/Requester: None**

This item was forwarded to the BCC with a favorable recommendation by the Government Operations Committee at its April 17, 2018 meeting.

**FISCAL IMPACT**

Implementation of this Resolution will not have a fiscal impact to Miami-Dade County as the cost of implementing this software was included in the Internal Services Department Small Business Development's FY 2017-18 adopted operating budget, and there will not be any additional staffing needs or future operational costs.

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**ANALYSIS**

The web-based system was designed to allow firms the ability to view contracts at a glance and submit required information with ease and efficiency. Increasing usage of the web-based system, which tracks compliance with certain SBE contract requirements, Workforce Program requirements, and subcontractor payments, will provide meaningful accountability and transparency for both Miami-Dade County and firms conducting business with the County.

The ordinance amending the Code of Miami-Dade County to require use of Miami-Dade County's web-based system in County contracts related to Small Business Enterprise Programs was passed by the Board at its April 10<sup>th</sup> commission meeting. The following are the proposed substantive amendments to the corresponding Implementing Orders, including language to incorporate the web-based system (new language is underlined):

**I-O No. 3-22 Small Business Enterprise Construction Services Program ("CSBE")**

- Adds *Certificate of Assurance* to definitions. Certificate of Assurance means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise (SBE) measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.
- Deletes *Community Small Business Enterprise or CSBE* from definitions
- Deletes *Commitment Letter* from definitions
- Adds *Compliance Audit* to definitions. Compliance Audit is generated the month after payment is made from the County to the Successful Bidder/Proposer and requires the Successful Bidder/Proposer to report payments made to subcontractors, and for the subcontractors to confirm receipt of these payments, via the County's web-based system within the timeframe specified by SBD.
- Amends definition of *Compliance Monitor* to include a designee from the Minority Affairs Division of the Miami-Dade Aviation Department in addition to the Director of SBD or designee assigned to review and enforce compliance with Section 10-33.02 of the Code of Miami-Dade County as amended, and this Implementing Order.
- Deletes *DPM* from definitions.
- Amends definition of *Graduation* to mean the CSBE has exceeded either the personal net worth or the specific size limits stated for the program, based on the firm's three-year average annual gross revenues, and may no longer be eligible for participation in the Program.
- Adds *ISD* to definitions. ISD means the Internal Services Department.
- Changes the definition of *Joint Venture* from "an association of two or more CSBEs" to a business arrangement of two or more parties, in which at least one is a CSBE that agrees to pool its resources for the purpose of accomplishing a specific task.
- Adds *Make-up Plan* to definitions. Make-up Plan means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending Small Business Enterprise Construction Services makeup requirement and identify the certified CSBE firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.
- Adds definition of *Mentor*. Mentor means a firm with an established business which has applied for and been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. A Mentor may not provide mentoring services to more than one (1) Protege firm at any one time, but is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).
- Adds definition of *Mentor-Protégé Program Coordinator*. Mentor-Protégé Program Coordinator means the Small Business Development staff designated as the individual(s) responsible for coordinating and administering the various activities of the Mentor-Protégé Program.
- Adds definition of *Mentor-Protégé Project Plan*. Mentor-Protégé Project Plan is a description of the type of training the Mentor will provide to the Protégé during the identified project. This document will be developed by the Mentor with



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the Protégé's input and submitted along with a signed Mentor-Protégé Development Agreement; all to be reviewed and approved by Small Business Development.

- Adds definition of *Mentor-Protégé Development Agreement*. *Mentor-Protégé Development Agreement* is a signed agreement between a Mentor (prime) and a certified CSBE firm (subcontractor/sub-consultants) Protégé.
- Deletes definition of *Monthly Utilization Report*.
- Adds to *Program Incentive* definition the following program incentive: For participation in a Joint Venture – up to 10% of bid price or up to 10% of the total evaluation points.
- Adds definition of *Protégé*. *Protégé* means a firm: (i) certified as a CSBE with SBD; (ii) actively conducting business for a minimum of two (2) years; (c) maintaining an actual place of business where it provides its products and services in Miami-Dade County; (d) in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions; and (e) without any SBE violations within the preceding two (2) year period from its application to the MPP. Such participation cannot exceed two (2) years, and a firm may only be a Protégé one time. A Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.
- Adds to the definition of *Review Committee* the following language. Review Committee (“RC”) means the means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when public input requires deliberation regarding the measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed.
- Deletes definition of *Schedule of Intent Affidavit*
- Adds definition of *Small Business Enterprise for Construction Services or CSBE*. *Small Business Enterprise for Construction Services or CSBE* means a construction related enterprise including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County, which has an actual place of business in Miami-Dade County and whose average annual gross revenues for the last three (3) years do not exceed: \$10,000,000 for SIC 15 - Building Construction, General Contractors and Operative Builders \$6,000,000 for SIC 16 - Heavy Construction, other than Building Construction; or \$5,000,000 for SIC 17 - Specialty Trade Contractors. A CSBE shall be categorized by the type of construction it performs in accordance with SIC code, or NAICS code, of the Census applicable to such type of construction. A CSBE will graduate out of the program upon notification by SBD that it has exceeded these size limits based on its three-year average annual gross revenues. A certified CSBE that graduates out of the program shall continue to submit financial information as to cumulative gross revenue and bonding capacity to SBD annually for 3 years thereafter in order to further the County's ability to assess the effectiveness of the program.

A CSBE must go through a certification process which will be used to determine which of the three Contracting Participation Levels the CSBE will be placed in based on the firm's average annual gross revenues for the last three (3) years. The Contracting Participation Levels are as follows:

1. Level I-3 year average annual gross revenues of \$0 - \$2,000,000;
2. Level II - 3 year average annual gross revenues above \$2,000,000 but not exceeding \$5,000,000 or
3. Level III - 3 year average annual gross revenues above \$5,000,000 but not exceeding \$10,000,000.

A firm's eligibility to participate in the CSBE program and the Contracting Participation Level at which it will participate shall be determined based on the three year average gross revenues of the applicant firm in combination with that of all of the firm's affiliates. No firm shall be certified as a CSBE where the individual net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000). Representations as to gross revenues and net worth of owners shall be subject to audit.

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The County Mayor or designee shall be authorized to adjust the CSBE size limits every five (5) years at his/her discretion based on the Consumer Price Index for All Urban Consumers (CPI-U) calculated by the U.S. Department of Commerce or other appropriate tool of inflation measures as applied to Miami-Dade County for the preceding five (5) years. The first indexing adjustment shall occur for the 2013-2014 calendar year using figures provided for the calendar year ended December 31, 2012, and every five (5) years thereafter. The County Mayor or designee shall advise the Board of any such adjustment.

- Adds *Utilization Plan* to definitions. Utilization Plan means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system within the specified time frame. Bidders must enter into written subcontracts with the listed CSBE(s).
- Adds *Virtual Office* to definitions. Virtual Office means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, fulltime physical presence in the building. Virtual Offices are invalid for certification purposes.
- Under Certification, removes the SBD responsibility of publishing at least every other week an updated list of CSBEs.
- Changes to the Certification Process are as follows: Interested parties shall complete an SBE certification application via the County's web-based system. An explanation of the certification requirements is also available on SBD's Web Page at [www.miamidade.gov/smallbusiness](http://www.miamidade.gov/smallbusiness).
- The following addition is made to Joint Ventures, Program Requirements and Incentives: Joint Ventures must submit their joint venture agreements for approval by SBD, no later than thirty (30) calendar days prior to the date set for receipt of bids on an eligible project. SBD shall review the joint venture agreements for approval by considering the following factors:
  - Allocation of profits and losses to each venture partner;
  - allocation of the management and control; and
  - capital investment from each venture partner.

As a Joint Venture under the SBE programs, a written joint venture agreement must be completed by all parties, lawfully established with the State of Florida, and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner. The agreement must state that the Joint Venture will continue for the duration of the project, at minimum.

A proposal/bid submitted by a Joint Venture that does not include a written joint venture agreement approved by SBD in accordance with the requirements of this 10, shall be deemed a non-qualified Joint Venture, and ineligible to participate in the CSBE Program. An eligible Joint Venture may bid on County projects. Upon the approval of the contracting department and SBD, all projects valued over \$5,000,000 shall require each bidder to be a Joint Venture, as long as availability exists.

Joint Ventures will receive a Bid Preference or Selection Factor based on the percentage ownership of the CSBE, as follows:

- Less than ten percent (10%) CSBE ownership will result in a 0% bid preference or 0% selection factor.
- Between ten percent (10%) to twenty percent (20%) CSBE ownership will result in a 3% bid preference or 3% selection factor.
- Between twenty-one (21 %) to fifty percent (50%) CSBE ownership will result in a 5% bid preference or 5% selection factor.



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- Fifty-one percent (51%) and greater CSBE ownership will result in a 10% bid preference or 10% selection factor.

The Joint Venture will receive credit towards any CSBE measures based on the percentage ownership of the SBE that is part of the joint venture. A Joint Venture that includes fifty-one percent (51%) or above CSBE ownership may also bid on set-aside contracts.

- For Construction Manager-at-Risk contracts, the County Commission may establish, where appropriate and upon the recommendation of SBD (*previously* the Review Committee), first tier CSBE subcontractor goals applicable to the construction management portion thereof. Such goal shall not be applicable to the procurement of trade packages on the actual construction project. Bidders for CM-at-Risk contracts to which a first tier CSBE subcontractor goal has been established for construction management services shall submit the Certificate of Assurance (*previously* Schedule of Intent Affidavit) and follow the procedures and timing therefor applicable to contracts in general under the section. Where an overall CSBE subcontracting goal has been established for the actual construction portion of the work, the Construction Manager-at-Risk (CM-at-Risk) shall submit the Utilization Plan (rather than Schedule of Intent Affidavit) to the County at the time the Final Guaranteed Maximum Price is due identifying all CSBEs utilized to meet the overall goal, and the trade designation of work and percentage of the Final Guaranteed Maximum Price each will perform.
- Where a first tier CSBE subcontracting goal has been established, bidders to the CM-at-Risk for contracts as Primary Trade Contractors shall submit at the time of bid submission to the CM-at-Risk a Certificate of Assurance (*previously* Schedule of Intent Affidavit), on the bid submittal due date and a Utilization Plan within the time period specified by SBD, identifying all CSBEs to be utilized to meet such goal, the trade designation of the work and the percentage of the bid each identified CSBE will perform. Failure to submit the required Certificate of Assurance and Utilization Plan (*previously* Schedule of Intent Affidavit) within the required time frame may render the bidder non-compliant, or subject to sanctions or penalties as outlined in the contract or this Implementing Order.
- Changes to the contractual violations that may result in the imposition of the sanctions listed in the section are as follows:
  - Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame
  - Failure to maintain certification as a CSBE
  - Termination of the CSBE's contract without prior approval from SBD; or
  - Reduction of the CSBE's scope of work without prior approval of SBD.
- Under Contract Administration – Subcontractor Goals or Trade Set-Asides, adds that a Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to any project with an estimated value over \$700,000.00. A CSBE firm may fulfill a subcontractor goal in only one goal type per contract.
- Under subcontractor goals, removes Schedule of Intent Affidavit language and replaces with Certificate of Assurance and Utilization Plan language, specifying that failure to submit the Certificate of Assurance or a Utilization Plan upon request within the time frame specified by SBD shall render the bidder non-compliant.
- The following is added to the Construction Manager-at-Risk's responsibilities:
  - In order to assure at the time of bid submission, agreement upon the above information between the bidder and the first tier CSBE subcontractor so identified, bidders must submit (*previously* Schedule of Intent Affidavits signed by the first tier CSBE subcontractors) a Utilization Plan and the listed subcontractors must confirm participation via the County's web-based system within the time frame specified by SBD (*previously* signed by the identified first tier CSBE subcontractors to the Contracting Officer by no later than 4:00 p.m. on the second business day following the bid submission date. Upon notification by the Department of Small Business Development, bidders may correct defeats that exist on the Schedule of Intent Affidavit within forty eight (48) hours after notification by SBD. Submission of a defective form uncorrected within the required time frame shall render the bid voidable). Failure to submit a Utilization Plan confirmed by the listed CSBEs within the specified time frame shall render the bidder noncompliant, and their bid voidable.

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- The following is added to the violations as they relate to a contract which has a CSBE subcontractor goal:
  - Failure of the prime contractor to report payments to subcontractors via the County’s web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame
  - Deviation from the Utilization Plan (*previously* Schedule of Intent Affidavit) or listing of first tier subcontractors as required on a CM-at-Risk contract without prior approval from SBD;
  - Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Utilization Plan (*previously* Schedule of Intent Affidavit) or on a list of first tier subcontractors as required on a CM-at-Risk contract;
  - Failure to comply with CSBE certification requirements including not maintaining an actual place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification relation violations; or
  - Failure to maintain certification as a CSBE.
- Under Bidder Responsibilities on Trade Set-Asides, removes Schedule of Intent Affidavit language and replaces with Certificate of Assurance and Utilization Plan language, specifying that failure to submit the Certificate of Assurance or a Utilization Plan upon request within the time frame specified by SBD shall render the bidder non-compliant.
- The following is added to the violations as they relate to a contract which has a Trade Set-aside:
  - Failure of the prime contractor to report payments to subcontractors via the County’s web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame
  - Failure to maintain certification as a CSBE, or not obtaining or retaining CSBE certification while performing work designated for CSBE firms.
- In Post-Award Compliance and Monitoring (under Contract Administration), “Utilization Reporting” replaces “Monthly/Quarterly Reporting” with the following added specifications:
  - The Successful Bidder on a project that is a CSBE contract set-aside or on a project with CSBE Trade Set-asides, aggregate set-asides or subcontractor goals shall complete all required Compliance Audits.
  - The Successful Bidder must receive approval for substitution from SBD by submitting a request via the County’s web-based system.
- Under Sanctions for Contractual Violations, Schedule of Intent Affidavit language is removed and replaced with Utilization Plan language, and the following is added to contractual violations
  - Failure of the prime contractor to report payments to subcontractors via the County’s web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
  - Deviations from the Utilization Plan (*previously* Schedule of Intent Affidavit) or listing of first tier subcontractors as required on a CM-at-Risk contract without prior approval from SBD;
  - Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Utilization Plan (*previously* Schedule of Intent Affidavit) or a listing of first tier subcontractors as required on a CM-at-Risk contract. Failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.
- Mentor-Protégé Program
  - Removes Definitions, Individual Goals, Measurable Objectives, and General Program Objectives subsections.
  - Adds the following language to General Objectives:  
The primary objectives of Miami-Dade County's CSBE MPP are
    - To develop and strengthen Protégé firms through coaching and counseling from Mentors.
    - To expand business opportunities for Protégé firms.
    - To enable Protégés to become competent and viable well managed businesses subsequent to graduation.



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- To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide development assistance to other emerging Miami-Dade County firms.
- To enhance Miami-Dade County's overall business and economic environments.
- Incentives- In addition to the benefits provided in the Program Mission section above, Mentors can be compensated for their participation in the MPP for one year (the "Commitment Period"), and will be eligible for an incentive on bidding on Miami-Dade County contracts for one year after completion of the Commitment Period. This incentive shall consist of either a (i) two percent (2%) bid preference or (ii) ten percent (10%) selection factor, for bid/proposal evaluation purposes only. The incentive may only be used for one contract award per Commitment Period, and must be utilized within one (1) year from the end of the Commitment Period. A Mentor claiming an incentive on bidding on Miami-Dade County contracts based on the MPP must continue to meet the eligibility requirements in this Implementing Order.
- Adds the following language to Measurable Objectives:
  - To create an environment that promotes a firm's ability to increase its capital, net earnings and profit margins; therefore, increasing its bonding capacity and credit rating.
  - Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, and overhead costs.
  - Identify tools to increase the volume and value of Protégé's current and future work.
  - Increase in Protégé's longevity and viability during and after concluding MPP participation.
  - Achievement of goals outlined in the Protégé's business plan
- In Mentor Eligibility Requirements, *removes* language stating that the Mentor firm must be local throughout the duration of the mentorship, but maintains language stating that Mentors must be solvent and licensed to do business in Miami-Dade County. Adds language stating that Mentors shall not have any SBE violations within the preceding two (2) years from its application to the MPP.
- Adds the following language to Protégé Eligibility Requirements:
  - The Protégé shall: (a) be a company certified as a CSBE with SBD; (b) have been actively conducting business for a minimum of two (2) years; (c) be ready for expansion; and (d) agree to participate fully in the MPP.
  - The Protégé must maintain an actual place of business where it provides its products and services, in Miami-Dade County throughout the duration of its MPP participation.
  - The Protégé firm must be and remain in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions. Protégés must be solvent and licensed businesses when applicable.
  - The Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD. Additionally, Protégés shall not have any SBE violations within the preceding two (2) years from its application to the MPP.
- *Deletes* Mentor Application Process language and replaces with the following language:
  - The Mentor shall complete the application process to participate in the MPP. SBD may request additional documentation to ensure that eligibility requirements are met.
  - All documentation and information provided by the Mentor throughout the application process is subject to verification by SBD.
  - SBD will assign one Protégé to one Mentor. Both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP. Pairing Mentors with Protégés with a current or previous working relationship with each other will be strongly discouraged since an objective of the MPP is to establish new productive relationships in the architecture and engineering industry.
- *Deletes* Protégé Application Process language and replaces with the following language:

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- The Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed business plan and all required documentation, which may be pertinent to the Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. SBD may request additional documentation to determine MPP eligibility requirements are met.
- All documentation and information provided by the Protégé throughout the application process is subject to verification by SBD.
- SBD will assign one Protégé to one Mentor and both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP.
- The following changes are made to Mentor Responsibilities:
  - Meetings – The Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé and assigned SBD staff to review the Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County.
  - *Deletes the following subsections:* Reporting Problems to SBD, Incentives, Protégé Eligibility Requirements
- *Deletes* Protégé Responsibilities language and replaces with the following:
  - Goals and Objectives - The Protégé shall prepare and strive to achieve targeted goals and objectives, which shall serve as a guideline and benchmark for evaluating the Protégé's progress in the MPP.
  - Meetings - The Protégé shall take part in monthly face to face coaching and counseling meetings with the Mentor and assigned SBD staff to review its strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
  - Informal Contacts - The Protégé is encouraged to routinely communicate with the Mentor to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.
  - Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé is encouraged to attend training conferences, coursework, or workshops that will assist them in reaching targeted goals and objectives.
  - Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.

**I.O. No. 3-24 - Responsible Wages and Benefits for County Construction Contracts**

- *Deletes* 3 year debarment time period from *debar* definition, making the debarment period “for a specified period of time.”
- Adds *SBD* to definitions. SBD means the Division of Small Business Development or successor division or department
- The following is added to Responsibility of Contracting Officer: The contractor and each subcontractor shall, by the 10th of each month, submit to the County (or if requested, within the requested time frame) certified payroll showing the employer's payroll records for work performed in the previous month via the County's web-based system. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period.
- The following is added to Responsibility of Successful Awardee: Submit to the County by the 10th of each month (or if requested, within the requested time frame), certified payroll showing the employer's payroll records for work performed in the previous month via the County's web-based system. Upon request by the County, the covered employer shall



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produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period.

- The following underlined language is added to Procedures for Resolution of Complaints of Practices Prohibited: Coordinate, mediate and encourage resolution of the complaint between the contracting officer, the contractor and/or subcontractor, and the complainant; SBD shall make a written compliance determination following any Compliance Meeting. A determination that the contractor or subcontractor has not complied with the requirements of this Section shall state the basis therefore and shall advise the contractor or subcontractor of its right to file a written request along with a \$250 nonrefundable filing fee with the County Mayor within 30 calendar days to reschedule an administrative hearing before a hearing officer to appeal the determination as provided below.
- The following underlined language is added to Procedures for Administrative Hearing:
  - Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of non-compliance, the County Mayor or designee shall appoint a hearing officer pursuant to Section SCC-2 of the Code of Miami-Dade County, Florida and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Section 2-10.2, or 3-11.1 or otherwise.
  - Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.
  - The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
- The following underlined language is added to Penalties and Sanctions for County Contracts:
  - If the determination of the County Mayor or his or her designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor may, in the case of underpayment of the required overall per hour rate, order an amount equal to the amount of such underpayment be withheld from the contractor and remitted to the employee(s) and also fine the contractor or subcontractor for such noncompliance as follows: for the first underpayment, a penalty in an amount equal to 20% (previously 10%) of the amount thereof; for the second underpayment, a penalty in an amount equal to 40% (previously 20%) thereof; for the third and successive underpayments, a penalty in an amount equal to 60% (previously 30%) thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 2-11.16 of the Code of Miami-Dade County.
  - Any employee of a contractor or subcontractor who performed work on a contract subject to this section, may instead of adhering to the County administrative procedure set forth in this section but not in addition to such procedure, bring an action by filing suit against the contractor or subcontractor in any court of competent jurisdiction to enforce the provisions of Section 2-11.16 of the Code of Miami-Dade County, and may be awarded back pay, benefits, attorney fees, costs. The applicable statute of limitations of such a claim will be two (2) years as provided in Section 95.11 (4)(c). Florida Statutes, in an action for payment of wages. The court may also impose sanctions on the employer, including those persons or entities aiding or abetting the employer, to include wage restitution to the affected employee and damages payable to the covered employee in the sum of up to five hundred dollars (\$500.00) for each week each employer is found to have violated Section 2-11.16 of the Code of Miami-Dade County.

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**I.O. No. 3-32 Small Business Enterprise Architecture and Engineering Program (CBE-A/E)**

- Adds *Certificate of Assurance* to definitions. Certificate of Assurance refers to the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise (SBE) measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.
- *Community Business Enterprise (CBE-A/E)* is amended to read: Community Business Enterprise (CBE-A/E)" means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three (3) year average annual gross revenues do not exceed \$500,000.00 for all Tier 1 CBE-A/Es, two million (\$2,000,000) dollars for all Tier 2 CBE-A/Es, four million five hundred thousand (\$4,500,000) dollars for Tier 3 CBE-A/Es in the case of architectural services, or six million (\$6,000,000) dollars for Tier 3 CBE-A/Es in the case of landscape architectural, engineering or surveying and mapping services. A CBE-A/E will graduate out of the Program once it has exceeded these Tier 3 size limits based on its three year average annual gross revenues. As part of the certification process, CBE-A/Es must go through a technical certification process, which will be used to determine which of the technical certification categories the CBE-A/E will be placed in. A firm's eligibility to participate in the CBE-A/E program shall be determined based on the cumulative adjusted gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Section II E. Representations as to gross revenues shall be subject to audit. The Contracting Participation Levels are as follows:
  - Tier 1 CBE-NEs in the case of architectural, landscape architectural, engineering, or surveying and mapping professional services - 3 year average annual gross revenues of \$0 to \$500,000.00 (previously to \$2,000,000.00).
  - Tier 2 CBE-NEs in the case of architectural, landscape architectural, engineering, or surveying and mapping services - 3 year average annual gross revenues of \$500,000.01 to \$2,000,000.00 (previously \$2,000,001.00 to \$4,500,000.00).
  - Tier 3 CBE-NEs in the case of architectural services - 3-year average annual gross revenues of \$2,000,000.01 to \$4,500,000.00
  - Tier 3 CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping professional services 3 year average annual gross revenues of \$2,000,000.01 (previously \$2,000,000.01) to \$6,000,000.00
- Adds Compliance Audit to definitions. Compliance Audit is generated the month after payment is made from the County to the Successful Bidder/Proposer and requires the Successful Bidder/Proposer to report payments made to subcontractors, and for the subcontractors to confirm receipt of these payments, via the County's web-based system within the timeframe specified by SBD.
- Adds the following underlined language to *Graduation* in definitions: Graduation means the CBE-A/E has exceeded either the personal net worth or the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.
- Changes the definition of *Joint Venture* from "an association of two or more CBE-A/Es" to "a business arrangement of two or more parties, in which at least one is a CBE-A/E that agrees to pool its resources for the purpose of accomplishing a specific task."
- Adds *Make-up Plan* to definitions. Make-up Plan means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending Small Business Enterprise Architecture and Engineering makeup requirement and identify the certified CBE-A/E firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.
- Adds *Mentor* to definitions. Mentor means a firm with an established business which has applied for and been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. A



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Mentor may not provide mentoring services to more than one (1) Protégé firm at any one time, but is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).

- Adds *Mentor-Protégé Program* to definitions. *Mentor-Protégé Program* is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging small business enterprises in order for the latter to benefit from the knowledge and experience of the established mentor firms. The details of this program shall be provided in Implementing Order No. IO 3-32.
- Adds definition of *Mentor-Protégé Program Coordinator*. *Mentor-Protégé Program Coordinator* means the Small Business Development staff designated as the individual(s) responsible for coordinating and administering the various activities of the Mentor-Protégé Program.
- Adds definition of *Mentor-Protégé Project Plan*. *Mentor-Protégé Project Plan* is a description of the type of training the Mentor will provide to the Protégé during the identified project. This document will be developed by the Mentor with the Protégé's input and submitted along with a signed Mentor-Protégé Development Agreement; all to be reviewed and approved by Small Business Development.
- Adds definition of *Mentor-Protégé Development Agreement*. *Mentor-Protégé Development Agreement* is a signed agreement between a Mentor (prime) and a certified CBE-A/E firm (subcontractor/sub-consultants) Protégé.
- Adds definition of *Protégé*. *Protégé* means a firm: (i) certified as a CBE-A/E with SBD; (ii) actively conducting business for a minimum of two (2) years; (c) maintaining an actual place of business where it provides its products and services in Miami-Dade County; (d) in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions; and (e) without any SBE violations within the preceding two (2) year period from its application to the MPP. Such participation cannot exceed two (2) years, and a firm may only be a Protégé one time. A Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.
- Adds *Tier 3 Set-Aside* to definitions. *Tier 3 Set-Aside* means reservation for competition solely among Tier 1, Tier 2 and/or Tier 3 CBE-A/E prime consultants and Tier 1, Tier 2 and/or Tier 3 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural engineering, or surveying and mapping professional services when the estimated cost of professional service fees \$2,000,000.01 or greater. Tier 1 and Tier 2 CBE-A/Es may compete for Tier 3 CBE-A/E set-asides as prime consultants.
- Adds *Utilization Plan* to definitions. *Utilization Plan* means the plan whereby a proposer submits via the County's web-based system its commitment that if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work and at the percentages set forth in the Utilization Plan within the time frame specified by SBD.
- Adds *Virtual Office* to definitions. *Virtual Office* means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, fulltime physical presence in the building. Virtual Offices are invalid for certification purposes.
- The following addition is made to Joint Ventures, Program Requirements and Incentives: Joint Ventures must submit their joint venture agreements for approval by SBD, no later than thirty (30) calendar days prior to the date set for receipt of bids on an eligible project. SBD shall review the joint venture agreements for approval by considering the following factors:
  - Allocation of profits and losses to each venture partner:
  - allocation of the management and control; and
  - capital investment from each venture partner.

As a Joint Venture under the SBE programs, a written joint venture agreement must be completed by all parties, lawfully established with the State of Florida, and executed before a notary public, which clearly delineates the rights and responsibilities of each member or partner. The agreement must state that the Joint Venture will continue for the duration of the project, at minimum.

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A proposal/bid submitted by a Joint Venture that does not include a written joint venture agreement approved by SBD in accordance with the requirements of this 10, shall be deemed a non-qualified Joint Venture, and ineligible to participate in the CBE-A/E Program. An eligible Joint Venture may bid on County projects. Upon the approval of the contracting department and SBD, all projects valued over \$5,000,000 shall require each bidder to be a Joint Venture, as long as availability exists.

Joint Ventures will receive a Bid Preference or Selection Factor based on the percentage ownership of the CBE-A/E, as follows:

- Less than ten percent (10%) CBE-A/E ownership will result in a 0% bid preference or 0% selection factor.
- Between ten percent (10%) to twenty percent (20%) CBE-A/E ownership will result in a 3% bid preference or 3% selection factor.
- Between twenty-one (21 %) to fifty percent (50%) CBE-A/E ownership will result in a 5% bid preference or 5% selection factor.
- Fifty-one percent (51%) and greater CBE-A/E ownership will result in a 10% bid preference or 10% selection factor.

The Joint Venture will receive credit towards any CBE-A/E measures based on the percentage ownership of the SBE that is part of the joint venture. A Joint Venture that includes fifty-one percent (51%) or above CBE-A/E ownership may also bid on set-aside contracts.

- Under Agreement Set-Asides, the following changes are made:
  - A recommendation of a set-aside is appropriate when:
    - The estimated professional services fee is \$1 - \$500,000.00 (previously \$1,000,000) for Tier 1 CBE-A/Es, between \$500,000.01 and \$2,000,000.00 for Tier 2 CBE-A/Es, and \$2,000,000.01 (previously \$1,000,001) or greater for Tier 3 CBE-AEs for architectural, landscape architectural, engineering, or surveying and mapping professional services;
    - The quality, quantity and type of opportunities provided by the agreement are appropriate for applying a Tier 1, Tier 2, and/or Tier 3 set-aside(s);
    - Three (3) or more Tier 1, Tier 2, and/or Tier 3 CBE-A/Es as appropriate are available to provide the quality, quantity and type of opportunities afforded by the proposed agreement.
- Under Respondent's Responsibilities for CBE-A/E Set-Asides, the following underlined language is added.
  - Proposal documents shall require proposers to submit a Certificate of Assurance at time of proposal submission. Upon request, proposers must submit a Utilization Plan via the County's web-based system within the time frame specified by SBD. Failure to submit the required Certificate of Assurance (previously Letter of Agreement, or equivalent) at the time of proposal submission or Utilization Plan upon request within the time frame specified by SBD shall render the proposal non-compliant.
- The following is added to violations of the IO as they relate to an agreement that is set-aside:
  - Submission of a Utilization Plan (previously Letter of Agreement) of CBE-A/E subconsultants that the respondent knew or should have known is incomplete or inaccurate, or failure to maintain certification as a CBE-A/E;
  - Deviation from the Utilization Plan without the prior approval of SBD;
  - The utilization of a non-certified CBE-A/E, or a prime successful proposer not meeting CBE-A/E Program set-aside requirements;
  - Failure to report payments to subconsultants or subcontractors via the County's web-based system, or failure of subcontractors or subconsultants to confirm payments upon notification by the prime contractor, within the specified time frame;
  - Failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Utilization Plan;



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- Termination of the CBE-A/E's agreement without prior written approval from SBD;
- Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD; or
- Failure to pay subconsultants promptly and in accordance with Section 2-10.4.01 of the Code of Miami-Dade County.
- The following is added to Subconsultant Goals:
  - A Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to any project with an estimated value over \$700,000.00.
- In “Respondent Responsibilities for Subconsultant Goals”, “Letter of Agreement” is replaced with Certificate of Assurance and/or Utilization Plan along with the following changes:
  - In order to assure at the time of proposal submission, agreement upon the above information between the prime consultant and the CBE-A/E subconsultant so identified, proposal documents shall require the prime consultants to submit a Certificate of Assurance acknowledging all Small business Enterprise goals assigned to the project and the submittal of a Utilization Plan via the County’s web-based system within the time frame identified by SBD (previously Letter of Agreement or equivalent, for each subconsultant to be utilized in satisfaction of a subconsultant goal.) The Utilization Plan (previously Letter of Agreement) shall be submitted by the prime and the subconsultant and shall at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required Certificate of Assurance (previously Letter of Agreement or equivalent) at the time of proposal submission, and submit a Utilization Plan via the County’s web-based system within the time frame specified by SBD, shall render the proposer non-compliant. A CBE-A/E firm may fulfill a subconsultant goal in only one (1) goal type per contract.
  - The following language is *deleted* from this provision: Proposers may cure immaterial irregularities in the Letter of Agreement submitted not later than forty-eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not, affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Immaterial irregularities include those correctable items specifically identified in the form approved by the Director of Small Business Development for purposes of verifying compliance. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award.
- In addition to replacing “Letter of Agreement” language with “Utilization Plan” language, the following is added to violations as it relates to an agreement which has a CBE-A/E subconsultant goal:
  - The utilization of a non-certified CBE-A/E, or failure to maintain certification as a CSBE
  - Failure to report payments to subconsultants or subcontractors via the County’s web-based system, or failure of subcontractors or subconsultants to confirm payments upon notification by the prime contractor, within the specified time frame.
  - Failure to comply with CBE-A/E certification requirements including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations; or
  - Failure to pay subconsultants promptly and in accordance with Section 2-10.4.01 of the Code of Miami-Dade County.
- In Sanctions, Section 2-10.4.01 of the Code of Miami-Dade County is added as authority, violation of which may result in the imposition of sanctions. The following underlined changes were made to this sections:
  - If the determination of the County Mayor or his or her designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor may, in the case of underpayment of the required overall per hour rate, order an amount equal to the amount of such underpayment be withheld from the contractor and remitted to the employee(s) and also fine the contractor or subcontractor for such noncompliance as follows: for the first underpayment, a penalty in an amount equal to

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20% (previously 10%) of the amount thereof; for the second underpayment, a penalty in an amount equal to 40% (previously 20%) thereof; for the third and successive underpayments, a penalty in an amount equal to 60% (previously 30%) thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and may be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Section 2-10.4.01 of the Code of Miami-Dade County.

- For any future contracts, a Make-up Plan must be submitted as part of the Utilization Plan for any proposal at the time of proposal submittal. The Utilization Plan must identify all CBE-A/Es to be utilized to meet the first tier subconsultant goal in satisfaction of the make-up, in addition to any other goals that may be applicable. Failure to include the required Make-up plan with proposals for any future contracts shall result in the submittal being deemed non-compliant.
- Any respondent subject to an approved Make-up plan that fails to comply with any of the material terms of that Make-up plan, without good cause, shall be subject to an automatic suspension from proposing and/or otherwise participating on County contracts as a prime or subconsultant for a six (6) month period.
- A respondent that fails to comply with any of the materials terms of a second Make-up plan, without good cause, shall be subject to an automatic suspension from proposing and/or otherwise participating on County contracts as a prime or subconsultant for a one (1) year period.
- A respondent that fails to comply with any of the material terms of a third Make-up plan, without good cause, may be subject to debarment and shall automatically be evaluated for debarment After serving a debarment for failure to satisfy a Make-up plan for no good cause, the subject firm shall be deemed ineligible for bidding on county contracts with measures for one (1) additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision.
- Below are changes to some of the agreement violations that may result in the imposition of sanctions:
  - Failure to report payments to subconsultants or subcontractors via the County's web-based system, or failure of subcontractors or subconsultants to confirm payments upon notification by the prime contractor, within the specified time frame;
  - Failure to pay subconsultants promptly and in accordance with the administrative procedures in Section 2-10.4.01 of the Code of Miami-Dade County.
- The following section regarding the Mentor-Protégé Program is added:
  - Program Mission
    - Miami-Dade County seeks to build effective working relationships between leaders of mature established companies and emerging small business enterprises for the latter to benefit from the knowledge and experience of the established Mentor firms. Mentors will assist with the development of the Protégé's business plan by identifying the most critical needs to achieve the plan, and implementing the actions to obtain the desired results.

The Mentor-Protégé Program ("MPP") is a community-based effort, involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The MPP was created to assist in overcoming barriers that typically inhibit or restrict the success of small businesses. The program is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. As a result of the MPP, Protégés will experience a greater than industry average success rate and realize the growth and profitability objectives of their business plans, as well as long range stability. By implementing the MPP, Miami-Dade County will provide a community benefit by strengthening emerging businesses and



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providing them with the tools to benefit from opportunities in Miami-Dade County's economic development.

○ General Objectives

- The primary objectives of Miami-Dade County's CBE-AIE MPP are
  - a. To develop and strengthen Protégé firms through coaching and counseling from Mentors.
  - b. To expand business opportunities for Protégé firms.
  - c. To enable Protégés to become competent and viable well managed businesses subsequent to graduation.
  - d. To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide development assistance to other emerging Miami-Dade County firms.
  - e. To enhance Miami-Dade County's overall business and economic environments.
  - f. Incentives- In addition to the benefits provided in the Program Mission section above, Mentors can be compensated for their participation in the MPP for one year (the "Commitment Period"), and will be eligible for an incentive on bidding on Miami-Dade County contracts for one year after completion of the Commitment Period. This incentive shall consist of either a (i) two percent (2%) bid preference or (ii) ten percent (10%) selection factor, for bid/proposal evaluation purposes only. The incentive may only be used for one contract award per Commitment Period, and must be utilized within one (1) year from the end of the Commitment Period. A Mentor claiming an incentive on bidding on Miami-Dade County contracts based on the MPP must continue to meet the eligibility requirements in this Implementing Order.

○ Measurable Objectives

- To create an environment that promotes a firm's ability to increase its capital, net earnings and profit margins; therefore, increasing its bonding capacity and credit rating.
- Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, and overhead costs.
- Identify tools to increase the volume and value of Protégé's current and future work.
- Increase in Protégé's longevity and viability during and after concluding MPP participation.
- Achievement of goals outlined in the Protégé's business plan

○ MPP Eligibility Requirements

▪ Mentor Eligibility Requirements

- The Mentor shall be a company which is successful and productive in its area of work or services with a minimum of five (5) years of experience in its principal industry and which agrees to provide development assistance through the MPP.
- The Mentor must be, and remain in good legal business standing with the State of Florida, Miami-Dade County and all other local jurisdictions. Mentors must be solvent and licensed to do business in Miami-Dade County.
- The Mentor shall follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibilities as a Mentor, including attending all meetings scheduled with Protégé and/or SBD. Additionally, Mentors shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

▪ Protégé Eligibility Requirements

- The Protégé shall: (a) be a company certified as a CBE-A/E with SBD; (b) have been actively conducting business for a minimum of two (2) years; (c) be ready for expansion; and (d) agree to participate fully in the MPP.
- The Protégé must maintain an actual place of business where it provides its products and services, in Miami-Dade County throughout the duration of its MPP participation.

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- The Protégé firm must be and remain in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions. Protégés must be solvent and licensed businesses when applicable.
- The Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD. Additionally, Protégés shall not have any SBE violations within the preceding two (2) years from its application to the MPP.
- Mentor Application Process
  - The Mentor shall complete the application process to participate in the MPP. SBD may request additional documentation to ensure that eligibility requirements are met.
  - All documentation and information provided by the Mentor throughout the application process is subject to verification by SBD.
  - SBD will assign one Protégé to one Mentor. Both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP. Pairing Mentors with Protégés with a current or previous working relationship with each other will be strongly discouraged since an objective of the MPP is to establish new productive relationships in the architecture and engineering industry.
- Protégé Application Process language and replaces with the following language:
  - The Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed business plan and all required documentation, which may be pertinent to the Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. SBD may request additional documentation to determine MPP eligibility requirements are met.
  - All documentation and information provided by the Protégé throughout the application process is subject to verification by SBD.
  - SBD will assign one Protégé to one Mentor and both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP.
- Mentor Responsibilities:
  - Meetings – The Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé and assigned SBD staff to review the Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
  - Informal Contacts - The Mentor is encouraged to routinely communicate with the Protégé to discuss daily problems and situations encountered by the Protégé and to provide periodic review.
  - Introduction to Resources - The Mentor shall facilitate networking opportunities in the banking, bonding, management, and business industries.
  - Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.
  - Working Relationships - Nothing in Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on architecture, landscape architecture, engineering, surveying and mapping, or



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other projects provided that control of the Protégé firm remains with the Protégé itself. Protégés may be used to meet subcontractor goals on which the Mentor bids.

- Protégé Responsibilities
  - Goals and Objectives - The Protégé shall prepare and strive to achieve targeted goals and objectives, which shall serve as a guideline and benchmark for evaluating the Protégé's progress in the MPP.
  - Meetings - The Protégé shall take part in monthly face to face coaching and counseling meetings with the Mentor and assigned SBD staff to review its strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
  - Informal Contacts - The Protégé is encouraged to routinely communicate with the Mentor to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.
  - Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé is encouraged to attend training conferences, coursework, or workshops that will assist them in reaching targeted goals and objectives.
  - Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.
- Program Coordination
  - SBD is responsible for the overall coordination and administration of the CBE-A/E MPP. SBD's duties will include:
    - Advertising and promoting the MPP.
    - Organizing related business events.
    - Identifying and approving Mentors.
    - Identifying and certifying Protégés.
    - Assigning Mentors to Protégés as available.
    - Informing and reminding Mentors and Protégés of their roles and responsibilities.
    - Attending Mentor-Protégé meetings to promote effective cooperation and participation.
    - Reviewing meeting and progress status reports.
    - Maintaining program records.
    - Attracting the support of larger corporate sponsors.