



**SMALL BUSINESS ENTERPRISE PROGRAM  
(SBE)**  
(Section 2-8.1.1.1.1 of the Code of Miami-Dade County and  
Implementing Order 3-41)

**PARTICIPATION PROVISIONS**

Applies to set-asides and/or subcontractor goals

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A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereafter referred to as "Provisions".

1. *Agreement* means a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide goods or services under a contract, by having:
  - a. Reasonably estimated, uncommitted capacity;
  - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) or Micro Enterprise certification to provide the type of goods or services being purchased under the contract;
  - c. The ability to obtain financing/insurance that is reasonably required and consistent with normal industry practice; and
  - d. The ability to otherwise meet bid specifications.
3. *Bid* means a quotation proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, letter of interest or offer for a contract.
4. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
5. *Board* means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
6. *Certificate of Unavailability* means a document signed by an SBE stating that the SBE is not available to participate on a specific project at a specific time.
7. *Certification List* means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified SBEs, sorted by trade, service, and/or commodity.
8. *Commercially Useful Function* means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an

activity is a commercially useful function shall include: the evaluation of the amount of work subcontracted; normal industry practices; the skills, qualifications, or expertise of the firm to perform the work; whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

9. *Compliance Monitor* means the Director of the Department of Small Business Development or designee assigned to review compliance in accordance with Section 2-8.1.1.1.1 of the Code of Miami Dade County and Implementing Order 3-41.
10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
14. *SBD* means the Department of Small Business Development
15. *DPM* means the Department of Procurement Management.
16. *Debar* means to exclude a vendor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from County contracting and subcontracting for a specific period of time, not to exceed five (5) years.
17. *Goods* mean any tangible product, material or supply that is not a service.

18. *Graduation* means the SBE has exceeded the specific size limits stated for the program based on the firm's three-year average gross revenues (\$5 million) except wholesalers whose number of employees cannot exceed fifty (50)
19. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
20. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
21. *MDC* means Miami-Dade County, Florida.
22. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive payments promptly in accordance with **Section 2-8.1.1.1.1 of the Code of Miami-Dade County**, and Administrative Order 3-41.
23. *Review Committee* or *RC* means the committee established by the County Mayor or designee to review proposed contracts for the application of contract measures where SBD and the contracting department have not established consensus.
24. *Service* means work offered for public or private consumption that does not consist primarily of goods.
25. *Set-aside* means the designation of a given contract for competition among SBEs.
26. *Schedule of Intent Affidavit (SOI)* means a form contained in the bid documents of a SBE contract set-aside or a contract with a SBE subcontractor goal in which bidders list all SBEs that will meet the set-aside or the goal, the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work.
27. *Small Business Enterprise (SBE)* means a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less

without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.

28. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
29. *Successful Bidder* means the bidder to which the contract is awarded.
30. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
31. *Work* means the provision of goods or services.

#### B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement **Section 2-8.1.1.1.1 of the Code of Miami-Dade County and Implementing Order 3-41**.
2. SBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Small Business Development (SBD) at 111 N.W. 1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at [www.miamidade.gov/SBD](http://www.miamidade.gov/SBD).

#### C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours or online [www.miamidade.gov/SBD](http://www.miamidade.gov/SBD).
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such

commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.

4. Bidders/Awardees are governed by the certification policies and procedures set forth by SBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by SBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where SBD concludes that an SBE brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

#### D. APPLIED CONTRACT MEASURES

##### 1. Set-asides

- a. Set-asides are for bidding solely among SBEs. An SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from SBD.
- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, the subcontractor must also be a qualified SBE and the Prime SBE must submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of bid submission. Bidders who fail to submit the Schedule of Intent Affidavit shall be considered non-responsive;
- c. Upon notification by SBD, bids that contain a defective Schedule of Intent Affidavit shall be allowed up to 48 hours to cure correctable defects. Correctable defects may include, but are not limited to: the scope of work not identified for SBE, percentage (%) of work not identified for SBE, SBE failed to sign the Schedule of Intent Affidavit and calculation errors. Bidders who fail to submit the Schedule of Intent Affidavit may be considered non-responsive.
- d. A successful bidder that is an SBE may meet up to 100% of the set-aside with its own work force.

**2. Subcontractor goals**

- a. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in the bid form. Subcontractor goals may be applied to a contract when estimates made prior to bid advertisement identify the quality; quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Bid documents to which a subcontractor goal is applied shall require Bidders to submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the bidder that to the best of the bidder's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from SBD, Bidders shall be allowed up to 48 hours after bid submission to cure correctable defects in the Schedule of Intent Affidavit. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Schedule of Intent Affidavit or calculation errors. Failure to submit the Schedule of Intent Affidavit, if applicable, may deem a bid non-responsive.;**
- b. Bidders must submit a Schedule of Intent Affidavit (Form SBD 504) to the person or office to whom the bid was submitted on the bid submittal due date. Upon notification by the Department of Small Business Development, bidders may correct defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after bid submission. Failure to submit the required Schedule of Intent Affidavit at the time of bid submission shall render the bid non-responsive. Examples of defects include, but are not limited to improperly executed letters, the listing of an unidentifiable SBE and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule of Intent Affidavit. Bidders who fail to submit the Schedule of Intent Affidavit shall be considered non-responsive.**
- c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.**
- d. A bidder challenging or protesting the subcontractor goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to an SBE subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not**

previously provided in writing prior to bid submission, shall not be heard by the County Commission.

- e. After a bid is advertised with a subcontractor goal, it may be reduced only with the approval of the County Commission.
- f. Expenditures to subcontracting SBEs shall be counted toward meeting specified goals as follows:
  - i. One hundred percent (100%) of the expenditures to SBEs, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
  - ii. One hundred percent (100%) of the expenditures to SBEs that subcontract work further to non-SBEs only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or SBE requests and receives prior to bid award an approval letter from SBD.
  - iii. One hundred percent (100%) of the expenditures to SBEs who are vendors, working as subcontractors, that perform actual work with their own force;
  - iv. None of the expenditures to SBEs that act essentially as a conduit to transfer funds to a non-SBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or SBE requests and receives prior to bid award an approval letter.
- g. To prove lack of availability, at time of bid submission, bidders must submit the following:
  - i. Certificate of Unavailability (Form No. SBD 502) either completed and signed by the SBEs or completed and signed by the bidder explaining the contacts with the SBE's statement or actions of the SBEs showing unavailability, and the reason(s) why the SBE's signature could not be obtained; and
  - ii. A listing of any bids received from SBEs, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and
  - iii. A statement of the bidder's contacts with SBD for assistance in determining available SBEs; and

- iv. A complete description of the bidder's process for soliciting and evaluating bids from SBEs; and
- v. Bidders may establish an SBE as unavailable if the bidder provides evidence proving the SBE's bid is not reasonably competitive with comparable bids of non-SBEs, for the same scope of work.

#### **E. PRE-AWARD COMPLIANCE**

1. The Compliance Monitor reviews bids for compliance with these Provisions on every contract on which an SBE set-aside and/or subcontractor goal has been applied.
2. When there is non-compliance with these Provisions, the Compliance Monitor notifies the bidder in writing, stating the facts and the reasons on which the non-compliance is based. Upon notification from SBD, the bidder may request a meeting in writing within two business days from the date of the notification of non-compliance. If requested, the bidder shall supply further relevant information as required by the Compliance Monitor. However, no new or altered SOI will be accepted.
3. Upon completion of its compliance review, the Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or non-compliance.
4. The Contracting Officer, in conjunction with the Compliance Monitor, may conduct an informal meeting with the respondent. Other parties may be invited to offer information relevant to the issue of the respondent's non-compliance.
5. The Contracting Officer shall in writing determine whether the bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the contract be awarded to the bidder. Such recommendation shall not restrict the Board of County Commissioners from rejecting the bid for any reason or to take such action at the recommendation of the Contracting Officer as the Board deems appropriate.

#### **F. PROMPT PAYMENT**

1. All firms, including SBEs and Micro Enterprises providing goods and services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

2. Invoices from SBE prime vendors shall be promptly reviewed and payment made by the County or Public Health Trust, where applicable, on those amounts not in dispute within 30 calendar days of invoices.
3. A prime vendor on a contract with SBE measures shall include in its invoices to the County or Public Health Trust, where applicable, copies of undisputed invoices from SBE subcontractors within 14 calendar days of receipt of such invoices, or by the next scheduled invoice, whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within 2 days of receipt of payment from the County. If the prime vendor fails to submit undisputed invoices from an SBE to the County as specified herein or chooses not to submit any invoice to the County pursuant to the invoice schedule, the prime vendor must pay the full amount of the received SBE invoice by the next invoice cycle or 40 calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with an SBE on a contract with SBE measures must notify the SBE and SBD, in writing, of those amounts billed by the SBE which are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such invoice, or by the next scheduled invoice whichever comes first. Failure of the County or prime vendor to comply with the applicable requirements of this subsection shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming from the County or prime vendor as appropriate by the next invoice date or 40 calendar days from receipt of invoice date, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, 1% interest per month for any undisputed amount that is not promptly paid.

**G. POST AWARD COMPLIANCE AND MONITORING**

1. SBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders shall submit to the Contracting Officer, for approval, written subcontracts corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit. The Successful Bidder shall enter into a written subcontract with each SBE subcontractor and shall thereafter neither terminate any such subcontract nor reduce the scope of work to be performed by or decrease the price to be paid to the SBEs without in

each instance-obtaining prior written approval of the Contracting Officer. The Contracting Officer shall not give a final written determination without a recommendation from SBD.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.
4. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
5. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
6. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in their Subcontract Agreement in compliance with the SOI submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
7. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
  - a. Termination of an SBE's Agreement;
  - b. Reduction in the scope of work to be performed by an SBE
  - c. Modifications to the terms of payment or price to be paid to an SBE

- d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
8. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
9. County's Determination of Bidder's Excuse or Termination.

If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs, the Contracting Officer as soon as practicable, shall determine whether the Successful Bidder has made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments.

10. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under the Administrative Order and without such subcontract the Successful Bidder will not achieve the level of SBE participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available SBE as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid there under. The Successful Bidder must submit to the Compliance Officer an Agreement with the new SBE and provide all documentation required by the County. A successful bidder that cannot secure a substitute SBE must provide all supporting documentation required by the County as detailed previously in this document (Section D.2.g).

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her

recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.

- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

#### H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:
  - a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
  - b. Work stoppage;
  - c. Termination, suspension, or cancellation of the contract in whole or part;
  - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.

3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:

An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;

- a. A prime vendor not meeting an SBE contract measure;
- b. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
- c. Failure to timely submit utilization reports;
- d. Failure to comply with SBE 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;
- e. Failure to maintain certification;
- f. Deviations from the SBE SOI without prior approval from SBD;
- g. Termination of the SBE's agreement without prior approval from SBD;
- h. Reduction of the scope of work of the SBE subcontract without prior approval from SBD;
- i. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD;

- j. Unjustified failure to enter into a written agreement/subcontract with a SBE after listing the firm on a Schedule of Intent Affidavit;
- k. Failure to comply with SBE 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 related violations.

I. Administrative Penalties

The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with section 2-8.1.1.1.1 of the Code of Miami-Dade County, as amended and bid documents:

- 1. Debarment
- 2. Decertification
- 3. Suspension
- 4. Monetary Penalties

- a) If the determination of the County Mayor or 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 or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in the amount equal to 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% of the amount thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County.
- b) If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal there from, the non-complying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County construction contracts for

a period not to exceed three (3) years.

**J. Appeals Process**

A respondent may initiate the appeals process after administrative penalties are imposed.

Any firm that is denied certification, decertified, or issued a determination of noncompliance with section 2-8.1.1.1.1 of the Code of Miami Dade County, and Implementing Order 3-41 may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a \$250.00 non-refundable filing fee within 30 days of issuance of the notice/action.

Decisions by the County Mayor or designee shall be final.

**K. APPENDIX**

**1. Forms**

- |                                  |         |
|----------------------------------|---------|
| a. Certificate of Unavailability | SBD 502 |
| b. Utilization Report            | SBD 503 |
| c. Schedule of Intent            | SBD 504 |



# Small Business Enterprise (SBE) Certificate of Unavailability

RFP/BID No. \_\_\_\_\_

\_\_\_\_\_  
(Name of Prime Contractor)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

I contacted the \_\_\_\_\_ to obtain a bid for work items to be

**\*SBE Firm**

performed on Miami-Dade County project but, the SBE firm was unavailable to perform or submit a bid due to the following reasons:

- a. \_\_\_\_\_ SBE firm did not respond to the invitation.
- b. \_\_\_\_\_ SBE firm was not available to work.
- c. \_\_\_\_\_ SBE firm was not the lowest acceptable bidder.

Prime not meeting the goal must provide details of their efforts in soliciting to SBE firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

\_\_\_\_\_  
(Prime Contractor Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Title

\*If multiple SBE firms are contacted, please make additional copies as deemed necessary.



## SMALL BUSINESS ENTERPRISE PROGRAM (SBE) UTILIZATION REPORT

This report is required by Miami-Dade County. Failure to comply may result in MDC commencing proceedings to impose sanctions on the successful bidder, in addition to pursuing any other available legal remedy. Sanctions may include the suspension of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any further contracts awarded by MDC.

Reporting period: \_\_\_\_\_ Project Name: \_\_\_\_\_ Project Goal: \_\_\_\_\_ %

From: \_\_\_\_\_ To: \_\_\_\_\_ Project Number: \_\_\_\_\_

Name:	Date of Award	Agreement Amount	Change Order Modification(s) Amount	Scheduled Completion Date	Percentage of Contract Completed
FEIN:					
Address:					

Amount of Requisitioned this Period \$ \_\_\_\_\_ Amount Requisitioned for SBE Subcontractors this Period: \$ \_\_\_\_\_

Total Amount Requisitioned/Paid to Date \$ \_\_\_\_\_ / \_\_\_\_\_ Total Amount Requisitioned/Paid to SBE Subcontractors to Date \$ \_\_\_\_\_ / \_\_\_\_\_

SMALL BUSINESS ENTERPRISE (SBE) CERTIFIED FIRMS						
Name of SBE Subcontractor	Agreement Amount	Description of Work	Amount Sub Requisitioned this period	Amount Paid to Sub to Date	Actual Starting Date	Scheduled Completion Date
<b>TOTAL</b>						

Prime Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_ Telephone \_\_\_\_\_



# SCHEDULE OF INTENT AFFIDAVIT (SOI) SMALL BUSINESS ENTERPRISE PROGRAM

**THIS FORM MUST BE COMPLETED BY BIDDERS/PROPOSERS FOR PROJECTS WITH SBE MEASURES**

Name of Bidder/Proposer \_\_\_\_\_ Contact Person \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Project Name \_\_\_\_\_ Project Number \_\_\_\_\_  
 SBE Contract Measure \_\_\_\_\_

**This section must be completed by the Bidder/Proposer and the SBE Subcontractor that will be utilized for scopes of work on the project**

Name of Bidder/Proposer	Certification No. (if applicable)	Certification Expiration Date (if applicable)	Commodity Code	Type of SBE work to be performed by Bidder (if applicable)	Bidder % of Bid
Prime Contractor Total Percentage:					

The undersigned intends to perform the following work in connection with the above contract:

Name of Subcontractor	Certification No.	Certification Expiration Date	Commodity Code	Type of SBE work (Goods and Services) to be performed by Subcontractor	Subcontractor % of Bid
Subcontractor Total Percentage:					

I certify that the representations contained in this form are to the best of my knowledge true and accurate. I affirm that I will enter into a sub-contract agreement with the above listed SBE subcontractor if awarded the listed project.

Bidder/Proposer Signature \_\_\_\_\_ Bidder/Proposer Print Name \_\_\_\_\_ Bidder/Proposer Print Title \_\_\_\_\_ Date \_\_\_\_\_

The undersigned has reasonably uncommitted capacity sufficient to provide the required goods or services, all licenses and permits necessary to provide such goods or services, ability to obtain bonding that is reasonably required to provide such goods or services consistent with normal industry practice, and the ability to otherwise meet the bid specifications.

Subcontractor Signature \_\_\_\_\_ Subcontractor Print Name \_\_\_\_\_ Subcontractor Print Title \_\_\_\_\_ Date \_\_\_\_\_

**Check this box if this project is a set-aside and you are performing 100% of the work with your own work forces.**