

**MIAMI- DADE COUNTY  
FLORIDA**

**Department of Small Business Development**

COMMUNITY SMALL BUSINESS ENTERPRISE PROGRAM (CSBE) (ORDINANCE  
97-52, Amendment 01-158 & A.O. 3-22 AS AMENDED)

**PARTICIPATION PROVISIONS**

THERE ARE THREE (3) CONTRACT MEASURES:  
SET-ASIDES, TRADE SET-ASIDES, AND SUBCONTRACTOR GOALS

**THE CSBE CONTRACT MEASURE (S)  
APPLICABLE TO THIS PROJECT:**

Set-Aside	
Trade Set-Aside	
Subcontractor Goals	

**Trades identified by the Review Committee in determining CSBE measures are recommendations; however, other construction trades can be utilized to meet the CSBE goal.**

**THERE ARE TWO (2) PROGRAM INCENTIVES:  
BID PREFERENCE AND SELECTION FACTOR**

Bid Preference	
Selection Factor	

**Department of Small Business Development  
111 N.W. 1st Street, 19th Floor  
Miami, Florida 33128  
(305) 375-3111 Fax (305) 375-3160**

**Revised 2/20/2009**

## TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
I. Definitions	3-9
II. General Information	9-10
III. Certification	10
IV. Contract Measures	11-19
A. Set-Asides	
B. Trade Set-Asides	
C. Subcontractor Goals	
V. Program Incentives	20-22
A. Bid Preferences	
B. Selection Factors	
VI. Design Build Contracts	22
VII. Pre-Award Compliance	22-23
A. Compliance Review by Compliance Monitor	
VIII. Prompt Payment	23-24
IX. Post Award Compliance and Monitoring	25-28
X. Sanctions for Contractual Violations	28-30
XI. Administrative Penalties	31 XII.
Appendices	32
A. Forms	
1. Schedule of Intent Affidavit	SBD 400
2. Unavailability Certificate	SBD 303
3. Unavailability of a CSBE Due to Competitiveness	SBD 305A
4. Availability of Non-CSBE (Competitiveness)	SBD 305B
5. Monthly Utilization Report	M-300
6. Disbursement Authorization Form	SBD 306
B. Management and Technical Assistant Program	
C. Mentor Protégé Program	
D. Expedited Payment Process	

Ordinance 97-52, 97-158 and 00-17, and this Administrative Order 3-22 as Amended, can be obtained from the Clerk of the Board located in the Stephen P. Clark Bldg., 111 N. W. 1st Street, Ste.17-202

## **I. DEFINITIONS**

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

1. *Advisory Board* means the CSBE Advisory Board created for the purpose of reviewing program activities and results, and for making recommendations to the Department of Small Business Development (SBD) and the Board of County Commissioners on matters pertaining to the program.
2. *Approval letter* means a document issued by SBD at the request of a CSBE or a bidder that, based on the written representations of the CSBE or bidder, finds a specified activity or scope of work consistent with normal industry practice.
3. *Available or Availability* means to have, prior to bid submission, the ability to provide construction services under a prime contract or first tier subcontract by having:
  - a. reasonably estimated, uncommitted capacity and expertise;
  - b. all licenses, permits, registrations and certifications;
  - c. the ability to obtain bonding that is reasonably required to perform the contract or subcontract consistent with normal industry practice; and
  - d. the ability to otherwise meet bid specifications.
4. *Bid* means a quotation, proposal, and letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit such quotation, proposal, and letter of interest or offer to perform the contract.
5. *Bid Preference* means an amount deducted (for bid evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime County construction contract, which is not set-aside for bidding solely by CSBEs. Firms may claim a bid preference for Program Incentives such as Worker Training and Mentor-Protégé as outlined in Ordinance 97-52 as amended.
6. *Bidder* means any person, partnership, corporation or other business entity that submits a bid.
7. *Board* means the Miami-Dade County Board of County Commissioners of Miami-Dade County, Florida.
8. *Bonding Assistance* may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
9. *Broker* means an individual or business that acts as a conduit for the purchase of goods or services from a supplier and transfers funds to a non-CSBE in a manner that does not add economic value to the purchase of goods or services, except where such conduct is normal industry practice.

10. *Business day* is a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.
11. *Calendar day* means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m., and finishing at 11:59 p.m.
12. *Certification List* means a list maintained by SBD that contains the names and addresses of currently certified CSBEs, sorted by trade, service, Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code, and Contracting Participation Level.
13. *Certificate of Unavailability* means a document signed by a CSBE stating that the CSBE is not available to participate on a specific project at a specific time.
14. *Commercially useful function* means a contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise 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: (1) the evaluation of the amount of work subcontracted; (2) normal industry practices; (3) the skills, qualifications, or expertise of the enterprise to perform the work; (4) whether the firm's personnel performs, manages, and/or supervises the work involved; and (5) other relevant factors.
15. *CSBE* means a construction related enterprise including a design-build firm, 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/NAICS 233 - Building Construction, General Contractors and Operative Builders; \$6,000,000 for SIC 16/NAICS 234 - Heavy Construction, other than Building Construction; or \$5,000,000 for SIC 17/NAICS 235 - Specialty Trade Contractors. A CSBE shall be categorized by the type of construction it performs in accordance with the two-digit SIC code, or the six-digit NAICS code, of the Census applicable to such type of construction. A CSBE will graduate out of the program once it has exceeded these size limits based on its three-year average annual gross revenues.
16. CSBE must be certified by the SIC or NAICS code, and classified into one of the three Contracting Participation Levels by the firm's average gross revenues for the past three (3) years. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, a CSBE must go through a pre-qualification process, which will be used to determine which of the three Contracting Participation Levels the CSBE will be placed in based on the firms three (3) year average gross revenues. 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.
  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.

17. *Commitment letter* means a letter signed by an officer or other authorized representative of a bidder or proposer for a County construction contract containing a second, third, or fourth tier subcontractor goal, which specifically commits the bidder or proposer to meet such subcontractor goal.
18. *Compliance Monitor* means the Director of SBD or his or her designee assigned to review and enforces compliance with Ordinance 97-52, as amended and this Administrative Order 3-22.
19. *Construction* means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.
20. *Construction Manager-at-Risk ("CM-at-risk")* replaces the general contractor and works for a fee with the County and the Architect through the design phase to contain the budget and schedule. The CM-at-risk provides a guaranteed maximum price ("GMP"), and bids the work out to local trade contractors. The CM-at-risk mobilizes to the site and manages the trade contractors for quality and schedule.
21. *Contract* means an agreement covered by this Administrative Order proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.
22. *Contract measure* means a contract set-aside, or a trade set-aside, or a subcontract goal, or a bid preference, or a selection factor, singly or in any combination.
23. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who has primary responsibility to manage the contract and enforce contract requirements.
24. *Contracting Participation Level* refers to the *level* in which a CSBE firm is classified based on the three (3) year average annual gross revenues of the applicant firm and that of all of the firm's affiliates. In addition, construction contracts of \$5,000,000 or less (which may be reserved for limited competition among CSBEs) will be classified into one of the three Contracting Participation Levels based on estimated project cost. The three Contracting Participation Levels are:
  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.
  3. Level III.....3 year average annual gross revenues above \$5,000,000 but not exceeding \$10,000,000.

Prime contracts with estimated project construction costs in excess of \$5,000,000 shall be "open market" contracts which all firms can bid on. CSBEs pre-qualified in one level (e.g., those in Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a \$500,000 project which falls into Level I), However, lower level CSBEs may bid on higher level contracts (e.g., a Level I CSBE may bid on a Level II or a Level III project).

25. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
26. *CSBE objective* means the objective of assuring that not less than 10% of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the CSBE Advisory Board, Forty percent (40%) of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 15/NAICS 233; forty percent (40%) of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 16/NAICS 234; and twenty percent (20%) of the foregoing objective may be accomplished in prime contracts falling within SIC 17/NAICS 235. The percentage of the overall CSBE objective allocated to each SIC/NAICS category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.
27. *Debar* means to exclude a contractor, its individual officers, its shareholders with significant interests, its qualifying agent, or its affiliated businesses from County contracting and subcontracting for a specified period of time, not to exceed five (5) years.
28. *SBD* means the Miami-Dade County Department of Small Business Development.
29. *Graduation* means the CSBE has exceeded the specific size limits stated for the program, based on the firm's three-year average annual gross revenues, and will no longer be eligible for participation in the Program.
30. *Guaranteed maximum price ("GMP")* is the cost of the project that the CM-at-risk guaranteed will not be exceeded.
31. *Joint venture* means an association of two or more CSBEs. Joint ventures shall be subject to the size limitations set forth in this administrative order such size limitations include affiliates as set forth in Appendix A of Ordinance 97-52 as amended.
32. *Joint venture agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
33. *Management & Technical Assistance (MTA)* means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are shown in Section XXI of this Administrative Order.
34. *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. Specific details of the Mentor-Protégé Program are shown in Section XII (C) of this Administrative Order.

35. *Monthly Utilization Report (MUR)* means a report completed by the successful bidder on a contract that is set-aside, or on a contract with trade set- asides or subcontractor goals, and submitted monthly, listing all work performed in the past month by the CSBE identified on the Schedule of Participation and all expenditures paid to date to the identified CSBE.
36. *Joint worth* for the purposes of the size limits established in Ordinance 97-52, as amended is defined as total assets minus total liabilities.
37. *North American Industry Classification System (NAICS Code)* is a code that was developed by the *Federal Office of Management and Budget* for use in the classification of establishments by type of activity in which they are engaged. The NAICS code replaces the SIC code.
38. *PMD* means the Miami-Dade County Procurement Management Department.
39. *Pre-qualification* is defined under the definition of CSBE above.
40. *Primary Trade Contractor* means those contractors who directly contract with the CM-at-risk. This definition only applies to contracts for a construction manager-at-risk with a guaranteed maximum price.
41. *Program incentive* is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid or proposal on a specific project. The Program Incentives available are as follows:
  - a. For participation in the Mentor-Protégé Program -up to 2% of bid price or up to 10% of the total evaluation points; and
  - b. For participation in the Worker Training Program -up to 2% of bid price or up to 10% of the total evaluation points.

Specific details of the program incentive are shown in Section XII of this Administrative Order.
42. *Qualifier* means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by Subsection (a) of Section 10- 3 of the Code of Miami-Dade County.
43. *Registered CSBE* means a business that has registered with the relevant County agencies to compete for County construction contracts and has declared, by registration for statistical purposes, to be a CSBE. If no registration system showing such declaration exists, this term means a business that has bid on a County construction contract and has declared to County staff or in a public document that it is a CSBE.
44. *Review Committee (RC)* -the County Manager shall establish an administrative procedure for the review of each proposed County contract to which this ordinance applies, including the establishment of a committee to recommend whether CSBE contract set-asides, trade set-asides or subcontractor goals provided in the ordinance should be applied.

45. *Schedule of Intent Affidavit* means a form contained in the bid documents of a CSBE contract set-aside or a contract with trade set-asides or subcontractor goals in which bidders list at the time of bid submission that all CSBEs must use to meet the set-aside or the goal, and the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work.
46. *Selection factor* means a percentage of total evaluation points added to the points scored by a proposer responding to a Request for Proposals (RFP) or a Request for Qualifications (RFQ) for a prime County construction contract which is not set-aside for competition solely among CSBEs.
47. *Services* means construction, maintenance, painting, alteration, or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.
48. *Set-aside* means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is \$5,000,000 or less.
49. *Standard Industrial Classification (SIC) or the equivalent NAICS code* is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged. The NAICS code replaces the SIC code.
50. *Subcontract* for the purposes of Ordinance 97-52, as amended means an agreement between a prime construction contractor and a Primary Trade Contractor, or a first, second, third, or fourth tier subcontractor.
51. *Subcontractor goal* means a proportion of a prime contract value stated as a percentage to be subcontracted at the first tier level, and another additional percentage to be subcontracted at the second, third, and/or fourth tier level, as outlined in this Administrative Order, to CSBEs to perform a commercially useful function. For County construction projects whose total estimated value is less than \$25,000,000 only expenditures to CSBEs made under written first tier subcontracts executed by both the prime contractor and the CSBE shall be counted towards meeting the CSBE subcontractor goal. For County construction projects whose total estimated value is equal to, or greater than, \$25,000,000 the Review Committee shall recommend that a specific percentage of the expenditures be made to CSBEs under written first tier subcontracts, and that another additional percentage of the expenditures be made to CSBEs under second, third and/or fourth tier subcontracts.
52. *Successful Bidder* means the bidder to which the contract is awarded.
53. *Trade Set-aside* means that an entire Specialty Trade component(s) of a County miscellaneous construction contract is reserved for first tier subcontracting among certified CSBEs (for example, the entire plumbing, roofing or electrical component of a specific contract is reserved for limited competition among certified CSBEs). No CSBE may be awarded more than one trade set-aside on any one specific miscellaneous construction contract.
54. *Unavailability Certificate* means a document signed by a CSBE stating that the CSBE is not available to participate on a specific project at a specific time.
55. *Work* means the provision of goods or services for construction projects.



56. *Worker Training Program* is a qualified training program or technical school or other such construction industry related training program, as approved by the CSBE Advisory Board.

### **GENERAL INFORMATION**

These Provisions shall apply to every bid, request for proposals and contract to which a CSBE set-aside, Trade Set-aside or subcontractor goal is applied or where bidders claim a bid preference or selection factor. The phrase "CSBE contract measure(s)" means to apply the contract measures to this contract as indicated on the cover sheet. Only the contract measures in the CSBE program indicated on the cover sheet apply.

Note: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

- A. The bidder shall fully comply with these Provisions, which implement Miami-Dade County Ordinance 97-52 as amended, and this Administrative Order 3-22, respectively.
- B. Miami-Dade County shall not award a contract to any bidder, which it determines, fails to comply with all the applicable requirements of these Provisions.
- C. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor (SBD), at: Miami-Dade County (MDC) Department of Small Business Development (SBD) at 11 N. W 1<sup>st</sup> Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160.

### **III. CERTIFICATION**

- A. A CSBE certification list is included as an appendix to assist bidder compliance with any subcontractor goal, set-aside, or Trade Set-aside established for this project. The certification list is maintained and published at least every other week. Bidders must utilize the most current certification list in complying with these Provisions. A current certification list may be obtained by contacting the Miami-Dade County Department of Small Business Development (SBD) at 111 N.W. 1st Street, 19th Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160.
- B. Attached, as an example is a CSBE Certification List with a specified date. Certification lists are updated and issued at least every other week. Bidders *shall use the most recent Certification list available prior to bid opening. Certification lists may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours, or from SBD website, Miamidade.Gov.*
- C. The firms on the Certification list will be identified by each SIC/NAICS category and each Specialty Trade the CSBE is certified in. SBD shall certify each CSBE by the type of construction they perform in accordance with the two-digit SIC or six digit NAICS code applicable to such type of construction for which the CSBE is licensed. A CSBE can be certified in an unlimited number of SIC/NAICS codes and trade categories. CSBEs certified in SIC 17/NAICS 235 (Specialty Trade Contractors) shall also be classified by trade category or categories in which they are licensed. Each CSBE will also be certified in a specific Contracting Participation Level based on the firm's 3-year average annual gross revenues.

- D. In order to participate as a CSBE on this contract, a CSBE must have a valid certification in effect at the time of bid submittal. The CSBE must maintain certification from the time of bid submittal throughout the duration of the contract.
- E. Joint Ventures.

Only joint ventures approved by SBD in accordance with the CSBE Administrative Order are eligible to participate as joint ventures in the CSBE program. Joint ventures must be lawfully established. All members of the joint venture must be certified as CSBEs before the joint venture can be approved. Joint ventures can participate under the CSBE program on contracts with CSBE Trade Set-asides, subcontractor goals, bid preferences and selection factors.

#### **IV. CONTRACT MEASURES**

##### **A. Contract Set-Asides**

1. County construction contracts that are set-aside under the CSBE program are for bidding solely among CSBEs. In order to bid on a set-aside contract the bidder must be certified as a CSBE prior to bid submission date. A CSBE awarded a set-aside contract shall not transfer to a non-CSBE through subcontracting or otherwise any part of the actual work of the contract unless these bid documents expressly and specifically permit such transfer as consistent with normal industry practice or the CSBE requests in writing and receives prior to bid award an approval letter from SBD [for example, a CSBE general contractor needs to rent a particularly expensive piece of equipment with labor support to perform a specific task in the contract and requests approval from SBD].
2. CSBEs prequalified in one contracting capacity (e.g., those in contracting capacity Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a \$500,000 project which falls into Level I). However, lower level CSBEs may bid on higher-level contracts (e.g. a Level I CSBE may bid on a Level II or a Level III project).
3. A CSBE that performs the work of the set-aside contract with its own forces may count such work towards reducing the CSBE goal applied to the contract by a maximum of one hundred (100) percent.
4. Bidders on set-asides, that cannot demonstrate their compliance with the requirements of Section IV, A1, shall be found to be in non-compliance with these provisions.
5. Bidder's Responsibilities for Contract Set-Asides:
  - a. Bidders on set-asides must submit a completed Schedule of Intent Affidavit (Form SBD 400) at the time of bid submission. Bidders who fail to submit the Schedule of Intent Affidavit shall be considered non-responsive; and
  - b. Bidders must submit a Schedule of Intent Affidavit (Form SBD 400) to the person or office to whom the bid was submitted on the bid submittal due date. Defective Schedule of Intent Affidavits that are incomplete or inaccurate 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 or commitment letter 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 CSBE 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.

6. The following shall constitute a violation of these Provisions as they relate to a contract that is set-aside:
  - a. Submission of a Schedule of Intent Affidavit (Form SBD 400) of CSBE subcontractors that the bidder knew or should have known is incomplete or inaccurate;
  - b. After bid submission due date, deviation from the Schedule of Intent Affidavit without the written approval of the Compliance Monitor;
  - c. The utilization of a non-certified CSBE.
  - d. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
  - e. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
  - f. Failure to submit monthly utilization reports;
  - g. Failure to maintain certification;
  - h. Failure to comply with CSBE 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;
  - i. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or
  - j. Unjustified failure to enter into a written subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit."

## **B. Trade Set-Asides**

1. The purpose of a Trade Set-Aside is to have the entire Specialty Trade component(s) of a County miscellaneous construction contract to be performed by available first tier subcontractors that are certified CSBEs. Trade Set-asides may be applied to a miscellaneous construction contract as individual work orders are processed through SBD and the RC.
2. Bidder Responsibilities for Trade Set-aside:
  - a. Bidders on contracts to which a Trade Set-aside has been applied must submit a completed Schedule of Intent Affidavit at the time of bid submission. The Schedule of Intent Affidavit constitutes a written representation by the bidder that, to the best of the bidder's knowledge, the CSBEs listed are qualified and available to perform as specified. The Schedule of Intent Affidavit is a commitment by the bidder that, if awarded the contract, it will enter into

written subcontracts with the identified CSBE for the scope of work at the price set forth in the Schedule of Intent Affidavit.

- b. All bidders must submit Schedule of Intent Affidavits to the person or office to whom the bid was submitted by the bid submission 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 Schedule of Intent Affidavits within the specified time shall render the bid non-responsive. Failure to correct identified defects on the Schedule of Intent Affidavit within forty-eight hours, upon notification by the Department of Small Business Development shall render the bid non-responsive. Submission of a defective form shall render the bid voidable.
- c. In contracts with Trade Set-asides for CSBEs, a CSBE shall be counted toward meeting the goal for one Contracting Participation Level only. The prime bidder shall declare at bid submission toward which Trade Set-aside the CSBE business enterprise shall count.
- d. All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor.
- e. Bidders who *fail* to submit the Schedule of Intent Affidavit shall be considered non-responsive.
- f. Bids that contain a defective Schedule of Intent Affidavit may be voidable. Examples of defects include, but are not limited to, an incomplete Schedule, the listing of an unidentifiable CSBE, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- g. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE Trade Set-aside with its own forces.
- h. Reporting of Bidders' Subcontracting Policies and Procedures.

As part of its bid each bidder shall also provide a detailed written statement of its policies and procedures for awarding subcontracts. (Dade County Ordinance 97-35).

3. The following shall constitute non-compliance with these Provisions as they relate to a contract with a Trade Set-aside:
  - a. Submission of a Schedule of Intent Affidavit of CSBE subcontractors that the bidder knew or should have known is incomplete or inaccurate;
  - b. After bid submission due date, deviation from the Schedule of Intent Affidavit without the written approval of the Compliance Monitor;
  - c. The utilization of a non-certified CSBE for the Trade Set-aside;
  - d. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which a non-CSBE firm; is performing;
  - e. A prime contractor not meeting the CSBE Program Trade Set-aside requirements;

- f. Failure to submit monthly utilization reports;
- g. Failure of the CSBE to maintain certification;
- h. Deviations from the Schedule of Intent Affidavit without prior approval from SBD;
- i. Termination of the CSBE's contract without prior approval from SBD;
- j. Reduction of the scope of work of a first tier CSBE subcontractor without prior approval from SBD;
- k. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD;
- l. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit.

**C. Subcontractor Goals**

1. The Purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified CSBEs 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 CSBEs are available to afford effective competition in providing a percentage of these identified services.

Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

2. After a bid is advertised or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission or if the Public Health Trust executes the contract. Bid documents shall include documentation demonstrating the basis for subcontractor goals established in the contract. Any bidder may challenge or protest the goal by submitting to SBD or the Contracting Officer, no later than ten (10) business days prior to the scheduled bid submission date, the reasons for such challenges or protests in writing. Challenges or protests to a CSBE goal by bidders after that time, or based on reasons not provided in writing within the time frame stated above, shall not be considered by the County Commission
3. The Project Worksheet for establishing the stated subcontractor goal is included as part of the bid package.
4. Bidder Responsibilities for Subcontractor Goals:

- a. With the exception of contracts for a construction manager-at-risk as noted below where a first tier subcontractor goal has been imposed, bidders must submit a completed Schedule of Intent Affidavit form at the time of bid submission identifying all CSBEs to be utilized to meet the first tier subcontractor goal, the trade designation of work each will perform, and the dollar value of such work. Upon notification by the Department of Small Business Development, bidders may cure correctable defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after bid submission. Correctable defects may include: percentage of work not identified for subcontractor on SOI signed by subcontractor, no signature of subcontractor on the SOI and no signature of prime contractor on the SOI. Non-correctable defects may include: blank SOI (not listing the subcontractor's name and scope of work and percentage of work to be performed). All responsive bids will be opened 48 hours after the bid submission due date and non-responsive bids will not be opened.

The Schedule of Intent Affidavit constitutes a written representation by the bidder that, to the best of the bidder's knowledge the first tier CSBEs listed are qualified and available to perform as specified. The Schedule of Intent Affidavit is a commitment by the bidder that if awarded the contract, it will enter into written subcontracts with the identified first tier CSBEs for the scope of work at the price set forth in the Schedule of Intent Affidavit. Where a second, third and fourth tier subcontractor goal has been imposed, bidders must submit a commitment letter committing the bidder to meet such goal.

For contracts for a construction manager-at-risk with a guaranteed maximum price, the Primary Trade Contractors shall submit the list of first-tier CSBE subcontractors at the time of bid submission to the CM-at-risk. All Primary Trade Contractors shall submit Schedule of Intent Affidavits for all subcontractors listed on the list of first-tier CSBE subcontractors within two business days of the date of bid submission date to the CM-at-risk. Failure to submit the required documents within the required time frames may render the bid non-responsive or be subject to sanctions or penalties as outlined in the contract or in this Administrative Order.

For contracts for a construction manager-at-risk with a guaranteed maximum price, the use of CSBEs at the Primary Trade Contractor level and the level of contractors that directly contract with the Primary Trade Contractors, count towards the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded counts towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded by shall not count towards fulfillment of the first-tier subcontractor goal.

For contracts for a construction manager-at-risk, the construction manager-at-risk shall be responsible for administering and implementing the requirements of Ordinance 97-52 as amended and this Administrative Order, on the contract

1. All such subcontracts shall be in writing and shall be executed by the prime contractor and the first, second, third, and/or fourth tier CSBE subcontractor utilized to meet a first, second, third or fourth tier subcontract goal.

2. Bidders who fail to submit the required Schedule of Intent Affidavit or commitment letter at the time of bid submission shall be considered non-responsive.
  3. Bids that contain a defective Schedule of Intent Affidavit may be voidable. Examples of defects include, but are not limited to, an incomplete Schedule, the listing of an unidentifiable CSBE, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- b. A successful prime bidder that is a CSBE or a CSBE joint venture may perform up to fifty percent (50%) of a CSBE subcontractor goal with its own forces. The remaining subcontractor goal work shall be performed by other CSBEs.

- c. Reporting of Bidders Subcontracting Policies and Procedures.

As part of its bid each bidder shall also provide a detailed written statement of its policies and procedures for awarding subcontracts (Dade County Ordinance 97-35).

- d. Bidders whose bid do not meet the specified goal and who do not prove lack of availability are not in compliance with these provisions, except as noted in C (4)(i) below.

- e. Expenditures to subcontracting CSBEs shall be counted toward meeting specified goals as follows:

1. One hundred percent (100%) of the expenditures to a CSBE that perform a commercially useful function in the supply of services required for the fulfillment of the contract;
2. One hundred percent (100%) of the expenditures to CSBEs that subcontract work further to non-CSBEs, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or CSBE requests and receives prior to bid award an approval letter from SBD;
3. One hundred percent (100%) of the expenditures to CSBEs that perform actual work with their own forces;
4. None of the expenditures to a CSBE that acts essentially as a conduit to transfer funds to a non-CSBE unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or CSBE requests and receives prior to bid award an approval letter from SBD;
5. Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

6. Reporting of bidders' Subcontracting Policies and Procedures.

As part of its bid each bidder shall also provide a detailed written statement of its policies and procedures for awarding subcontracts. (Dade County Ordinance 97-35).

- f. Bidders shall take all necessary and reasonable steps in accordance with these Provisions to ensure that CSBEs have the maximum opportunity to compete for and perform this contract. Bidders shall select portions of the work to be performed by CSBEs so as to increase the likelihood of meeting the subcontractor goal including, where appropriate, breaking down subcontracts into economically feasible units to facilitate CSBE participation.
- g. With the exception of contracts for a construction manager-at-risk as noted above where a first tier subcontractor goal has been imposed, bidders must submit a Schedule of Intent Affidavit form as part of the bid package at the time of bid submission identifying all CSBEs to be utilized to meet the first tier subcontractor goal, the trade designation of work each will perform, and the dollar value of such work. On contracts where a second, third and fourth tier subcontractor goal has been imposed, bidders must also submit a commitment letter at the time of bid submission committing the bidder to meet such goal. Failure to submit the required Schedule of Intent Affidavit within the specified time shall render the bid non-responsive. Failure to submit the required commitment letter at the time of bid submission shall render the bid non-responsive. Submission of a defective form shall render the bid voidable. Expenditures to first tier CSBEs on a Schedule of Intent Affidavit that are not confirmed by a properly executed Schedule of Intent Affidavit shall not count toward the goal.

For contracts for a construction manager-at-risk with a guaranteed maximum price, the Primary Trade Contractors shall submit the list of first-tier CSBE subcontractors at the time of bid submission to the CM-at-risk. All Primary Trade Contractors shall submit letters of intent for all subcontractors listed on the list of first-tier CSBE subcontractors within two business days of the date of bid submission date to the CM-at-risk. Failure to submit the required documents within the required time frames may render the bid non-responsive or be subject to sanctions or penalties as outlined in the contract or in this Administrative Order.

For contracts for a construction manager-at-risk with a guaranteed maximum price, the use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade Contractors, count towards the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded counts towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded by shall not count towards fulfillment of the first-tier subcontractor goal.

For contracts for a construction manager-at-risk, the construction manager-at-risk shall be responsible for administering and implementing the requirements of Ordinance 97-52 as amended, and this administrative Order, on the contract

- h. With the exception of contracts for a construction manager-at-risk as noted above, 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 Schedule of Intent Affidavits signed by the identified first tier CSBE



subcontractor to the Contracting Officer by bid submission date. Failure to submit Schedule of Intent Affidavits signed by the affected CSBE within the specified time shall render the bid non-responsive. Submission of a defective form shall render the bid voidable.

- i. Bidders whose bids do not meet the specified goal, in order to remain eligible, must submit to the person or office to whom the bid was submitted by bid submission due date, evidence proving the lack of available CSBEs to afford effective competition to provide the services to meet the goal. To prove lack of availability, bidders must submit the following:
  1. Unavailability Certificates either completed and signed by all of the CSBEs available to perform the scopes of work are completed and signed by the bidder explaining the contacts with all of the CSBEs available to perform the scopes of work, statements or actions of the CSBEs showing unavailability, and the reason(s) why the CSBEs' signature could not be obtained;
  2. A listing of any bids received from a CSBE, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid;
  3. A statement of the bidder's contacts with SBD for assistance in determining available CSBE's,
  4. A description of the bidder's process for soliciting and evaluating bids from CSBEs, including copies of telephone logs detailing time, date and name of contacts with potential subcontractors;
  5. Bidders may establish a CSBE as unavailable if its bid is not reasonably competitive with comparable bids of non-CSBEs for the same scope of work. To establish a CSBE as unavailable if its bid is not considered reasonably competitive, the prime bidder must furnish SBD with copies of all bids received from all firms, both CSBEs and non-CSBEs, for each specific scope of work for which they are claiming that the bid is not reasonably competitive. A CSBE's bid will be considered reasonably competitive if its bid, for the same scope of work, is within 25% of the bid of comparably sized non-CSBE firms. Bidders must submit SBD Form 305A "Unavailability of a CSBE Due to competitiveness" to the Contracting Officer by bid submission due date. Failure to submit SBD Form 305A within the specified time shall render the bid non-responsive. Submission of a defective form shall render the bid voidable;
  6. The bidder who is awarded a contract having a second, third or fourth tier subcontractor goal shall notify SBD, in writing, at least one week prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date for such-lower tier subcontract. The prime contractor shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontractor goal; and
  7. On contracts in excess of \$25 million which have subcontractor goals, the prime contractor shall be required during the term of the contract to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

Bidders whose bid does not meet the specified goal, and who do not prove lack of availability as indicated in C(4)(i)(1) above, are not in compliance with this Administrative Order.

5. The following shall constitute non-compliance with these Provisions as they relate to a contract, which has a CSBE subcontractor goal:
  - a. The utilization of a non-certified CSBE.
  - b. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
  - c. A prime contractor not meeting CSBE Program subcontractor goal requirements;
  - d. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
  - e. Failure to submit monthly utilization reports;
  - f. Deviations from the Schedule of Intent Affidavit or listing of first tier subcontractors as required on a CM-at-risk contract without prior approval from SBD;
  - g. Termination of the CSBE's contract without prior approval from SBD.
  - h. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD. Reduction of the scope of work of a second, third or fourth tier CSBE subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
  - i. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or
  - j. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit or on a list of first tier subcontractors as required on a CM-at-risk contract. Unjustified 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.

**NOTE: Trades identified by the Review Committee in determining CSBE measures are Recommendations; however, other construction trades can be utilized to meet the CSBE goal.**

**V. PROGRAM INCENTIVES**

- A. Bid Preference Eligibility

Bidders claiming a bid preference as a result of participation in the CSBE Mentor-Protégé or Worker Training Program shall complete and submit with their bid a claim of bid preference. The Compliance Monitor shall determine whether the bidder qualifies for the bid preference for the specified contract. To qualify for the bid preference, the bidder must:

1. Have been actively and successfully participating in a SBD-approved Mentor- Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the bid submittal date for the bid for which the bid preference is being sought; or
2. Be currently participating in, or currently providing significant funding for, a CSBE Advisory Board-approved Worker Training Program; or
3. Have successfully completed a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the bid submittal date for the bid for which the bid preference is being sought.

SBD shall determine whether the bidder has been actively and successfully participating in or has successfully completed a SBD-approved Mentor-Protégé relationship. The CSBE Advisory Board shall approve all Worker Training Programs; SBD shall determine the level of participation in, and/or level of funding provided for, the Worker Training Program that is appropriate for qualification for the bid preference.

A bid preference resulting from participation in the CSBE Mentor-Protégé or Worker Training Program may only be claimed on contracts that are not CSBE contract set-asides. The bid preference for the Mentor-Protégé Program is up to 2% of the bid price based on the sliding scale shown in Table I on the following page; the bid preference for the Worker Training Program is up to 2% of the bid price based on the sliding scale shown in Table I on the following page. The bid preference shall be calculated and subtracted from the total bid price. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

**Table 1: Sliding Scale for Bid Preference**

<u>Estimated Project Cost</u>	<u>CSBE Bid Preference Incentive</u>
>\$0 <=\$75,000	2.0% of total bid price
>\$75,000 <=\$125,000	1.0% of total bid price
>\$125,000 <=\$250,000	0.8% of total bid price
>\$250,000 <=\$500,000	0.6% of total bid price
>\$500,000 <=\$1,000,000	0.4% of total bid price
>\$1,000,000	0.2% of total bid price

**B. Selection Factor Eligibility**

Proposers claiming a selection factor based on participation in the CSBE Mentor-Protégé or Worker Training Program must complete and submit with their proposal a claim for such a selection factor. To qualify for the selection factor, the proposer must:

1. Have been actively and successfully participating in a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, for at least six (6) months prior to the proposal submittal date for the proposal for which the selection factor is being sought; or
2. Be currently participating in or currently providing significant funding for a CSBE Advisory Board-approved Worker Training Program; or
3. Have successfully completed a SBD-approved Mentor-Protégé relationship, as either a Mentor or a Protégé, within the twelve (12) months prior to the proposal submittal date for the proposal for which the selection factor is being sought.

SBD shall determine whether the proposer has been actively and successfully participating in, or has successfully completed, a SBD-approved Mentor-Protégé relationship. The CSBE Advisory Board shall approve all Worker Training Programs; SBD shall determine the level of participation in, and/or level of funding provided for, the Worker Training Program that is appropriate for qualification for the selection factor.

A selection factor resulting from participation in the CSBE Mentor-Protégé or Worker Training Program may only be claimed on contracts that are not CSBE contract set-asides. The selection factor for the Mentor-Protégé Program is up to 10% of the total evaluation points based on the sliding scale shown in Table 2 below; the selection factor for the Worker Training Program is up to 10% of the total evaluation points based on the sliding scale shown in Table 2 below.

**Table 2: Sliding Scale for Selection Factor**

<b><u>Estimated Project Cost</u></b>	<b><u>CSBE Selection Factor Incentive</u></b>
>\$0 <=\$75,000	10.0% of total evaluation points
>\$75,000 <=\$125,000	5.0% of total evaluation points
>\$125,000 <=\$250,000	4.0% of total evaluation points
>\$250,000 <=\$500,000	3.0% of total evaluation points
>\$500,000 <=\$1,000,000	2.0% of total evaluation points
>\$1,000,000	1.0% of total evaluation points

Any evaluation/selection committee formed to evaluate a proposal with a CSBE selection factor shall include a voting representative from SBD.

**VI. DESIGN BUILD CONTRACTS**

The construction portion of the design-build contract is subject to the procedures in these Provisions.

## **VII. PRE-AWARD COMPLIANCE**

### **A. Compliance Review**

1. The Compliance Monitor shall review bidder's submission for compliance with these Provisions on every contract to which a CSBE contract set-aside, Trade Set-aside or subcontractor goal has been applied. The Compliance Monitor shall also review bidders claiming a bid preference or selection factor. The purpose of this review shall be for the Compliance Monitor to consider whether to recommend the bidder's bid is determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. The Compliance Monitor may require the bidder to produce information deemed pertinent and appropriate and may obtain further information from whatever sources the Compliance Monitor deems appropriate.
2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the non-compliance is based. The bidder may request a meeting within five (5) business days from the date of the notification of non-compliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.
3. The Compliance Monitor shall make a written recommendation to the Contracting Officer, which shall include a statement of the facts and reasons for which the non-compliance is based.
4. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall review the Compliance Monitor's recommendation of bidder's non-compliance with these Provisions. The Contracting Officer shall notify the bidder of such non-compliance. The bidder may request a meeting within five (5) business days from the date of notification of non-compliance with the Contracting Officer if the Contracting Officer was not present at the first meeting referenced in Section VII (A)(2) above. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Schedule of Intent Affidavit will be accepted.
5. The Contracting Officer in conjunction with the Compliance Monitor may conduct an informal meeting with the bidder. Other parties may be invited to offer information relevant to the issue of the bidder's non-compliance.
6. 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. A copy of such recommendation shall be sent to the bidder. Such recommendation shall not affect the power of the Board of County Commissioners to reject the bidder's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
7. Consideration of Other Bids.

If the Contracting Officer or Compliance Monitor deem it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional bidders at the same or different time with each such proceeding to be separately conducted.

8. Failure of Bidder to Participate.

The bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action taken in the proceedings.

9. Miami-Dade County shall not award this contract to any bidder, which it determines, fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve any bidder from any of the terms, conditions or requirements of the contract or modify Miami-Dade County's rights as reserved in the contract document.

**VIII. PROMPT PAYMENT**

It is the County's intent that all firms, including CSBEs providing construction services to the County, shall receive payments promptly in order to maintain sufficient cash flow.

**A. PRIME CONTRACTOR RESPONSIBILITIES**

1. A prime contractor shall include in its billing to Miami-Dade County or the Public Health Trust copies of those portions of the billings from CSBE subcontractors utilized to meet the subcontractor goal applicable to the contract which the contractor approves and whose cost is included in the payment amount requested from Miami-Dade County or the Public Health Trust. A prime contract which contains a second, third or fourth tier subcontractor goal shall require all subcontractors in direct privity with a second or lower tier CSBE subcontractor, and all successive subcontractors on up to and including the first tier subcontractor level, to include portions of any lower tier CSBE subcontractor's billings which are approved by such subcontractors and are included in any payment amount they request.
2. Prime construction contracts to which a CSBE Trade Set-aside or subcontractor goal has been applied shall require that billings from CSBEs at whatever tier level for which the contract measure has been applied, shall be promptly reviewed and payment made to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment thereof. The foregoing obligation to promptly review and pay CSBE billings shall apply to prime contractors and subcontractors who are in direct privity with the CSBE and to each successive subcontractor on up the line to the level of prime contractor. The foregoing notwithstanding, the prime contractor (or subcontractor) shall pay billings from CSBE subcontractors with whom they are in direct privity that are not in dispute within the time frame recommended by the CSBE Advisory Board and implemented by Administrative Order 3-22, as amended, and approved by the Board of County Commissioners.
3. The prime contractor on a prime construction contract to which a CSBE Trade Set-aside or a first tier subcontractor goal has been applied shall inform SBD, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that subcontractors in direct privity with any CSBE utilized to meet such lower tier subcontractor goal, shall

inform the affected CSBE in writing, with copies to the prime contractor and SBD, of those amounts of such CSBE's billings that are disputed and the specific reasons thereof within seven (7) calendar days of submittal of such billing from the CSBE.

4. Failure of the prime contractor to comply with the applicable requirements of Section VIII (A) (3) above shall result in the prime contractor's forfeiture of the right to use the dispute as justification for not paying the first tier CSBE subcontractor and payment shall be forthcoming from the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that a subcontractor in direct privity with a CSBE utilized to meet such goal who fails to comply with the applicable provisions of subsection (A)(3) above shall result in such subcontractor's forfeiture of the right to use the dispute as justification for not paying the CSBE subcontractor and payment shall be forthcoming from such subcontractor.

#### COUNTY RESPONSIBILITIES

1. Bid documents for contracts with CSBE contract set-asides, Trades Set-asides or subcontractor goals shall require that billings from contractors under prime construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a Trade Set-aside or subcontractor goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.
2. SBD may investigate reported instances of late payment to CSBEs.

#### FINANCE DEPARTMENT RESPONSIBILITIES

The Finance Department shall review billings from contractors under prime construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a Trade Set-aside or subcontractor goal and make payment on those amounts not in dispute within fourteen (14) calendar days of receipt of billing.

#### **IX. POST AWARD COMPLIANCE AND MONITORING**

SBD shall monitor and enforce the compliance of the Successful Bidder with the requirements of these Provisions during the duration of the contract and for up to one year after completion of the work or full payment of contract obligations, whichever comes last.

##### A. Approval of Subcontracts

The Successful Bidder shall submit to the Contracting Officer, for approval, written subcontracts corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit, or listing of first tier subcontractors as required by the CM-at-risk contract. The Successful Bidder shall enter into a written subcontract with each listed first tier CSBE 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 first tier CSBEs thereunder without in each instance-obtaining prior written approval of the Contracting Officer. On contracts where a second, third or fourth tier subcontractor goal has been imposed, the Successful Bidder shall submit to the Contracting Officer, for approval, written subcontracts executed by both the next tier level subcontractor and the lower tier CSBE subcontractor corresponding to the information provided to SBD in Section IV(C)(4)(i)(7)

above. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.

B. Access to Records

Successful Bidders and CSBEs shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract set-aside, Trade Set-aside or subcontractor goal applied to the contract or relating to CSBE compliance with certification requirements. Such books and records include, but are not limited to, corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, telephone logs, checking accounts, journals, ledgers, correspondence, pension and benefits documents, and documents and records between the bidder or the CSBE and other entities. 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 CSBE certification

C. Access to Job Site

Successful Bidders and CSBEs shall permit the County to have access to project locations during normal business hours in order to conduct visual inspections and employee interviews.

D. Monthly/Quarterly Reporting

The Successful Bidder on a project that is a CSBE contract set-aside or on a project with CSBE Trade Set-asides or subcontractor goals shall submit monthly a Utilization Report to the Compliance Monitor through the Contracting Officer on or before the tenth working day following the end of the month the report covers. The Compliance Monitor shall give standard reporting forms to the Successful Bidder. The Utilization Report is to be completed by the Successful Bidder. Where a first tier subcontractor goal has been imposed, the Utilization Report shall include information on CSBEs utilized to meet such first tier subcontractor goal. Where a second, third and fourth tier subcontractor goal has been imposed, the Utilization Report shall also include information on CSBEs utilized to meet such goal. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County. In addition to the above requirements on County contracts in excess of \$25 million which have subcontractor goals the prime contractor shall be required, during the term of the contract, to make a quarterly presentation to the CSBE Advisory Board on his or her performance in meeting such goal.

E. Deviations from the Schedule of Intent Affidavit

- a. In the event that during the performance of a contract a first tier CSBE is not able to provide the services specified on the Schedule of Intent Affidavit or the listing of first tier subcontractors required on a CM-at-risk contract, the Successful Bidder must locate a CSBE to substitute for the unavailable first tier CSBE unless the bidder can prove the lack of an available CSBE to provide the services to be provided by the prior CSBE. The Successful Bidder must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The request must include a revised Schedule of Intent Affidavit or listing of first tier



subcontractors as required on a CM-at-risk contract to include the substitute first tier CSBE and a Letter of Intent from the substitute first tier CSBE. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A Successful Bidder that cannot secure a substitute first tier CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CSBEs contacted, and the date of contact for each CSBE. All certified CSBEs certified in the appropriate specialty trade area in SIC 17/NAICS 235 must be contacted in order to prove lack of an available CSBE.

In the event that during the performance of a contract where a second, third or fourth tier subcontractor goal has been imposed a second, third or fourth tier CSBE that is not able to provide the services specified to SBD in Section IV(C)(4)(i)(7) above, the Successful Bidder must locate a CSBE to substitute for the unavailable second, third or fourth tier CSBE unless the bidder can prove the lack of an available CSBE to provide the services to be provided by the prior CSBE. The Successful Bidder must receive approval for substitution from SBD by submitting a request in writing addressed to the Director of SBD through the Contracting Officer. The Compliance Monitor will review the request and make a recommendation regarding the substitution to the Contracting Officer. A Successful Bidder that cannot secure a substitute second, third or fourth tier CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all CSBEs contacted, and the date of contact for each CSBE. All certified CSBEs certified in the appropriate specialty trade area in SIC 17/NAICS 235 must be contacted in order to prove lack of an available CSBE.

- b. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with contract set-asides, Trade Set- asides or subcontractor goals applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of first tier CSBEs from that described on the Schedule of Intent Affidavit or on the listing of first tier subcontractors as required by a CM-at-risk contract, or deviations in the utilization of second, third or fourth tier subcontractors from the information provided to **SBD** in Section IV(C)(4)(i)(7) above on contracts where a second, third or fourth tier subcontractor goal has been imposed, 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 goal stated in the contract that shall be monitored include, but are not limited to:
  1. Termination of a CSBE's subcontract;
  2. Reduction in the scope of work to be performed by a first tier CSBE or reduction in the scope of work to be performed by a second, third or fourth tier CSBE utilized to meet a second, third or fourth tier subcontractor goal;
  3. Modifications to the terms of payment or price to be paid to a CSBE; or
  4. Failure to enter into a contract with a CSBE being utilized to meet a first, second, third or fourth tier subcontractor goal.
- c. Excuse from Entering into Subcontracts

If, prior to execution of a subcontract required by this Administrative Order, the Successful Bidder submits a written request to the Contracting Officer demonstrating 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 the award of the contract, a CSBE who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available,-the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs (e) and (f) below shall apply to this paragraph.

d. Termination of Subcontracts

If, after execution of a subcontract required by this Administrative Order, 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 be reasonably have been aware, until subsequent to the date of execution of such subcontract, a CSBE, who entered into such subcontract has committed a material breach of the subcontract, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract. The procedures of paragraphs (e) and (f) below apply to this paragraph.

e. 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. The procedures of paragraph (f) below apply to this paragraph.

f. Alternative Subcontracts

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Administrative Order and without such subcontract the Successful Bidder will not achieve the level of CSBE 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 CSBE 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 thereunder. The Successful Bidder must submit to the Compliance Officer a revised Schedule of Intent Affidavit or listing of first tier subcontractors as required on a CM-at-risk contract and Schedule of Intent Affidavit to include the substitute first tier CSBE. For contracts where the Successful Bidder is requesting substitution of a second, third or fourth tier CSBE subcontractor, the Successful Bidder must submit to the Compliance Officer a revised list of the second, third or fourth tier subcontractors being utilized to meet the goal. A Successful Bidder that cannot secure a substitute CSBE must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each CSBE. All CSBEs certified within the appropriate SIC/NAICS code or trade category must be contacted. The procedures of paragraphs (1) and (2) below apply to this paragraph:

1. 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.
2. 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 calendar 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 (10) days of receipt of these objections.

**X. SANCTIONS FOR CONTRACTUAL VIOLATIONS**

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 this ordinance or this Administrative Order may result in the imposition of one or more of the following sanctions:

1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
2. Work stoppage;
3. Termination, suspension, or cancellation of the contract in whole or part; and
4. In the event a bidder or CSBE attempts to comply with these Provisions through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Code of Miami-Dade County, 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 CSBE committed such acts. In addition, and as a further sanction, the County Manager or his or her designee may impose any of the above-stated sanctions on any other contracts or subcontracts the bidder or CSBE has on County projects.  
In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or CSBE may also be subject to debarment.
5. In the event that a bidder fails to achieve the CSBE measure after completion, the bidder's eligibility to receive an future county contracts will be conditioned upon the bidder making up the deficit in CSBE participation in such future contracts by having CSBEs perform equal to double the dollar value of the deficiency in the CSBE measure in the prior contract. The procedures for making up the CSBE deficit are as follows:
  - a. Upon completion of a County contract with CSBE measures the compliance monitor for SBD in accordance with Ordinance 97-52, as amended, will obtain the final Monthly Utilization Report and determine if the bidder has met the CSBE measures.

- b. If the bidder has not met the CSBE measures, the compliance officer will notify the bidder in writing of the CSBE deficit.
- c. If the bidder is found in non-compliance with the CSBE measures, the compliance officer may issue a letter of non-compliance requesting that the bidder make up the CSBE deficit on an existing or future County contract for double the amount of the deficit on the contract in question. The bidder will also be required to submit a plan indicating any current or future County contracts in which the CSBE deficit will be remedied.
- d. The bidder must respond to SBD in writing within ten business days from the date of the non-compliance letter. The bidder must acknowledge receipt of the non-compliance letter and provide a plan to make up the CSBE measure.
- e. The compliance monitor will review the plan for approval.
- f. When a contract is identified in which the CSBE measure deficit will be remedied, the bidder will provide a Schedule of Intent Affidavit or a listing of first tier subcontractors as required in a CM-at-risk contract, and Schedule of Intent Affidavit for the CSBE firm(s) that will be utilized in making up the deficit.
- g. The bidder will remain in a non-compliance status until the CSBE make-up goal has been achieved.
- h. Failure of the bidder to make up the CSBE measure when opportunities are available on existing or future County Contracts will result in the imposition of other penalties or sanctions as referenced in Sections X and XI.

Some of the contractual violations that may result in the imposition of sanctions listed in Section X above include, but are not limited, to the following:

- 1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
- 2. A prime contractor not meeting CSBE Program Trade Set-aside or subcontractor goal requirement;
- 3. Not obtaining or retaining CSBE certification while performing Work designated for CSBE firms;
- 4. Failure to submit monthly utilization reports;
- 5. Failure to comply with CSBE 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;
- 6. Failure to maintain certification;
- 7. Deviations from the Schedule of Intent Affidavit or listing of first tier subcontractors as required on a CM-at-risk contract without prior approval from SBD;
- 8. Termination of the CSBE's contract without prior approval from SBD;

9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD or reduction of the scope of work of a second, third or fourth tier subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD; or
11. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Intent Affidavit. Unjustified 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.

**XI. ADMINISTRATIVE PENALTIES**

A. Debarment

1. The County may debar a CSBE or a non-CSBE for violation of, or non-compliance with, the provisions of Ordinance No. 97-52 as amended, this Administrative Order, or implementing bid documents.
2. Causes for debarment are as noted in Section 10-38 of the Code. These include but are not limited to, a preponderance of the evidence that the CSBE has forfeited a bond or defaulted on financial assistance, either of which was provided under the CSBE program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interest, director or partner of such entity, qualifying agent or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.

B. Decertification

Violations of certification requirements are addressed in Section II of the Administrative Order.

**XII. APPENDICES**

A. Forms

- |    |   |          |
|----|---|----------|
| 1  | Schedule of Intent Affidavit                    | SBD 400  |
| 2. | Unavailability Certificate                      | SBD 303  |
| 3. | Unavailability of a CSBE Due to Competitiveness | SBD 305A |
| 4. | Availability of Non-CSBE (Competitiveness)      | SBD 305B |
| 5. | Monthly Utilization Report                      | M-300    |

B. Management and Technical Assistance (MTA) Program

C. Mentor-Protégé Program

D. Expedited Payment Process

## APPENDIX B

### MANAGEMENT/TECHNICAL ASSISTANCE SERVICES

Management and Technical Assistance Services are provided based on need and tailor made to address those needs on a case-by-case basis. These services shall be offered to an applicant when it is determined by **SBD** and/or the Consultant that the inclusion of these services will enhance the bonding or financial assistance opportunities for firms which under normal procedures would not qualify for bonding or financial assistance.

The following represents the minimum services required by the County to be offered to the small businesses:

a. Pre-Award Services

- Assist with pricing;
- Assist with the preparation of the bid or proposal documents;
- Analyze the specifications, bid and labor problems;
- Assist with purchasing material for the job;
- Assist with the preparation of change orders, job budgets, and trade payment breakdown;
- Assist with obtaining construction permits and subcontractor permits for subcontracts;
- Assist interested and qualified small businesses that lack bonding and loan credit facility to obtain bonding, loans and lines of credit;
- Assist with construction scheduling;
- Assist in quality control;
- Assist with cost control;
- Avoid time delays;
- Assist in site management; and
- Maintain a file of successful bid/proposal documents from past procurement and encourage Program participants to review and evaluate such documents.

b. Post-Award Services.

- Attend pre-construction conference;
- Monitor schedules, performance and compliance with construction management directives;
- Monitor and report routinely on contractor's progress and performance;
- Coordinate information regarding contractor's performance with General Contractor and Construction Manager/Inspector;
- Assist in conflict resolution;
- Assist when language is a barrier;
- Monitor work product and relations with suppliers and subcontractors:
- Review monthly draws and payment schedules;
- Monitor contractor's payroll and tax reporting functions;
- Prepare periodic reports for bonding and working capital providers;
- Prepare final report on contractor's performance; and
- Conduct debriefing sessions, at the request of unsuccessful bidders or at the discretion of SBD, on awarded contracts to explain why bids/proposals may have been unsuccessful.

c. Access to Business Management Services including:

- Business planning
- Financial planning
- Tax planning -Marketing
- Contract procurement
- Franchising
- Cash flow management
- Pursuit of capitalization
- Creating/improving business image
- Computerization
- Receivables and payables management
- Entrepreneurial training
- Cost accounting methodology and practice
- Total quality management (TQM)
- Industrial and manufacturing development
- Distribution
- Inventory control
- Provide two computer workstations, accessible by the physically challenged
- Develop and design an electronic information system (i.e., electronic bulletin board or Internet Web Page) designed to benefit small businesses by providing information and links to resources including technical service providers, professional organizations and area chambers of commerce
- Establish Small Business Resource Library, which includes:
  - On line computer services
  - video tutorials
  - magazines
  - books
  - reference materials
  - federal information support, which includes:
    1. current bidding opportunities
    2. government literature on regulatory changes
    3. timely information on available federal programs
- Provide newsletter, which contains:
  1. timely information on specialized training, seminars and conferences
  2. "Client Classifieds" which helps match client services, identifies personnel, and markets special activities sponsored by Program clients
  3. a listing of vendors who have established special service delivery costs for Program participants.

d. Other:

Evaluate and provide feedback and suggested changes to the County Manager on construction related contracting and procurement processes within the County. Such processes include bid/proposal specifications, procurement policy, job performance requirements, dividing of contracts and purchase orders into smaller sizes to afford greater opportunities, general bidding requirements, bonding and insurance requirements, certification procedures, etc,

Establish a Technical Assistance Account for each Program Participant upon completion of the Needs Assessment portion of the Program. This account is limited to \$2,500 per year, subject to availability of funds. Funds from this account may be used to pay for Technical Assistance Services not available through the County or through SBD (such as approved educational training programs, seminars, conferences, etc.),

## C.2 COMUMUNITY OUTREACH

SBD and the Consultant shall coordinate Community Outreach to stimulate the interest of the small business community in the Program. The Consultant must design and implement (with SBD) an outreach program that will communicate the advantage of the Program as well as convince potential participants that contracting opportunities exist. The County Manager or his or her designee must approve this outreach program, before implementation. The Program must demonstrate ongoing recruitment and assistance to small businesses. The following reflects the minimum frequency of Consultant outreach services required during the contract period.

<b>Programs</b>	<b>Frequency</b>
Technical Workshops	Quarterly
*Organizational Outreach	On-going
Advertisement in major & minority publications	Monthly

\*Organizational Outreach in the community includes briefing the local Chambers of Commerce, trade organizations and other agencies as deemed necessary to emphasize the purpose and assistance offered under the Program.

The Consultant shall provide the County Manager or his or her designee with a schedule of workshops or other related activities within 30 days of the planned event. Potential program participants must conduct these activities within the Miami- Dade County area at locations and times, which will afford maximum attendance.

The Consultant shall also:

- Communicate with contractors/vendors that are currently certified with the County under the CSBE program or the Minority & Women-Owned Business Enterprise Program;
- "Network" with local organizations to assure maximum exposure to potential contractors/vendors;
- Develop a marketing/communications program to encourage participation by small businesses;
- Develop a database of small businesses; and
- Design and develop a program to disseminate information, which will inform potential participants of the criteria, guidelines and benefits of the Program.

## C. 3 PROGRAM RESTRICTIONS

The following restrictions shall apply to the program applicant:

- a. Any applicant who exceeds the CSBE program size thresholds is prohibited from participating in this program.
- b. Applicants who have been identified through the Needs Assessment as needing MTA will be certified for such assistance for a period of two (2) years after identification of such need.



#### C. 4 USE OF OTHER LOCALLY FUNDED ASSISTANCE AGENCIES

The Consultant shall utilize the services of other publicly and privately funded assistance agencies and non-profit agencies, which can provide technical and financial services to small businesses required under this contract.

## APPENDIX C

### MENTOR PROTEGE PROGRAM:

#### I. Program Mission

Miami-Dade County seeks 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. Working together in regular meetings, the Mentors will focus on and assist with the development of the Protégé's business plan, identifying the most critical needs to achieve the plan, and implementing the actions to obtain the results.

The Mentor-Protégé Program is a community based effort-involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The Program is a deliberate effort to overcome 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. It is expected that as a result of the Mentor-Protégé Program, 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 Mentor-Protégé Program as a component of its CSBE program, Miami-Dade County will provide a community benefit by strengthening emerging businesses and providing them with previously denied opportunities for growth, expansion and increased participation in Miami-Dade County's economic development.

#### 2. Definitions

- A. SBD - The Miami-Dade County department that sponsors and provides direct support and overall management to the Mentor-Protégé Program component of the CSBE program.
- B. Mentor-Program Coordinator - The SBD staff member designated as the individual responsible for coordinating and administering the various activities of the Mentor-Protégé Program.
- C. Mentor- A firm with an actual functioning place of business in Miami-Dade or Broward County which is deemed by SBD as productive and successful, and which has applied for and has been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. Although a Mentor may not provide mentoring services to more than three (3) Protégé firms at anyone time, it is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).
- D. Protégé -A certified CSBE firm which has applied for and has been approved, in accordance with applicable procedures, for participation as a protégé in the Mentor-Protégé Program. Such participation cannot exceed two (2) years and a firm may have only one (1) term of participation as a protégé.

### 3. Individual Goals

A. The primary goals of Miami-Dade County's CSBE Mentor-Protégé Program 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.
- d. To assist mentoring companies in carrying out their civic and corporate responsibilities by furnishing opportunities to provide developmental assistance to other emerging Miami-Dade County firms.
- e. To enhance Miami-Dade County's overall business and economic environments

### 4. Measurable Objectives

An important facet of the Miami-Dade County Mentor-Protégé Program is the ability to conduct ongoing monitoring and assessment of the results of implementation of the Program through the use of measurable program objectives. The primary measurable objectives to be considered in the evaluation of the effectiveness of the Mentor-Protégé Program are:

#### A. Specific Protégé Objectives

1. Increase in Protégé's business capital.
2. Increase in Protégé firm's capacity to perform as depicted in equipment owned or leased, size of payroll, materials purchased, overhead costs, etc.
3. Increase in Protégé's bonding capacity.
4. Increase in Protégé's gross earnings.
5. Increase in Protégé's net earnings and profit margin.
6. Increase in Protégé's credit rating.
7. Increase in value of Protégé's current and future work.
8. Increase in Protégé firm's longevity and viability during and after concluding Mentor-Protégé participation.
9. Achievement of goals outlined in the strategic business plan.

From various financial, operating, personnel, and other reports received from the Protégé, the above objectives are determined, monitored and evaluated at the beginning stage of the Protégé's participation in the Mentor-Protégé Program, at various intervals (monthly, quarterly and annually) throughout the duration of the Protégé's participation in the Program, at the conclusion of the two-year mentoring period, and through follow-up annual review from one to five years after the Protégé has completed the Mentor-Protégé Program. This provides a means of determining whether mentoring procedures need to be revised or refocused either within individual Mentor-Protégé teams or with the entire Program, and helps to track the long-range impact of participation in the Mentor-Protégé Program.

#### B. General Program Objectives

1. Increase in number of actual or requested Mentor-Protégé Program Mentors.
2. Increase in number of actual or requested Mentor-Protégé Program Protégés.

3. Increase in repeat Mentor-Protégé Program participation by Mentors.
4. Increase in successful graduates.
5. Program eligibility and participation.

## 5. Program Eligibility and Participation

### A. Mentor Eligibility Requirements

1. The potential 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 developmental assistance through the Mentor-Protégé Program.
2. The Mentor firm must have and maintain an actual place of business where it provides its actual products and services in Miami-Dade County throughout the duration of its mentorship.
3. The Mentor firm 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 businesses.
4. The potential Mentor shall agree to follow all Mentor-Protégé Program guidelines and devote the necessary time, staff and other resources in order to fulfill its responsibility as a Mentor, including attending all meetings scheduled with Protégé and/or SBD.

### B. Mentor Application Process

1. The potential Mentor shall apply with SBD on the appropriate application form to be considered for program participation as a Mentor. Documentation such as company brochures, occupational licenses and other licenses may be required to ensure basic eligibility requirements are met.
2. In some instances it may be necessary for SBD to contact the owner or managers of the prospective Mentor by telephone or to visit the offices to determine whether an applicant firm is eligible to be a Mentor.
3. SBD shall review the application and inform the applicant whether it has been approved as a Mentor within ten (10) business days of receipt of the completed Mentor application.
4. SBD will assign Protégés to Mentors (either one or two Mentors per Protégé, as available or appropriate) subject to approval by the CSBE Advisory Board and both parties must sign an agreement to formalize their commitment to the Program. Pairing Mentors with Protégés, which have a working relationship with each other, will be strongly discouraged since one of the objectives of the Mentor-Protégé Program is to establish new productive relationships in the construction industry

### C. Mentor Responsibilities

1. Meetings -The approved Mentor shall conduct monthly face-to-face coaching and counseling meetings with the Protégé 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 will be held at a time and place mutually agreed upon by the Mentor and Protégé; however, such meetings should occur no less than once every thirty (30) calendar days between the first and 10th day of each month and should be at least two (2) hours in duration (more time should be allotted for these meetings as deemed necessary). The agenda for the meetings should be established in advance and should consist of items relevant to the Protégé's previously identified problem areas and his/her changing needs as well as the current experiences of both the Mentor and Protégé. The Protégé will also be expected to provide reports on his/her efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s) and both parties should establish target dates for any further improvements or enhancements. The Mentor and Protégé shall alternate in preparing a report of the results of the monthly meeting using the form and format provided and submitting a copy of the report to the other party as well as to the SBD Mentor-Protégé Program Coordinator and the CSBE Advisory Board within five (5) business days of the meeting. The Mentor-Protégé Program Coordinator or a representative shall attend the monthly meetings between Mentor-Protégé teams at least every other month.
2. Informal Contacts -The Mentor should also routinely communicate with the Protégé on the telephone and attempt to make other informal contacts or correspond on a routine basis (such as every other day) to discuss daily problems and situations encountered by the Protégé and to provide periodic review.
3. Introduction to Resources -The Mentor shall, as frequently as possible, introduce the Protégé to various business resources in which he/she consults, including representatives in the banking, bonding, management, and business industries as a means of providing access and breaking down previously existing barriers which may have hindered small businesses in the past.
4. Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.
5. Reporting Problems to SBD - The Mentor will discuss progress, issues or problems encountered with the Mentor-Protégé arrangement with SBD Mentor-Protégé Program coordinating staff as soon as possible after concerns are identified.
6. Working Relationships - Nothing in the Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on construction or other projects provided that control of the Protégé firm remains with the Protégé itself. These Protégés may be used to meet subcontractor goals on which the Mentor bids.
7. Incentives - In addition to the benefits provided in the section immediately above, Mentors can be compensated for their involvement in the Mentor-Protégé Program by the award of an incentive on bidding on Miami-Dade County contracts. This incentive may consist of either 2% of the bid price, or up to 10% of the total evaluation points, for bid evaluation purposes only. A Mentor claiming an incentive in bidding on Miami-Dade County contracts based on

involvement in the Mentor-Protégé Program must meet the eligibility criteria shown in Section XII of this Administrative Order.

#### D. Protégé Eligibility Requirements

1. The prospective Protégé shall be a company certified as a CSBE with SBD, must have been actively conducting business for a minimum of two (2) years, must be considered as ready for expansion, and must agree to participate fully in the Mentor-Protégé Program.
2. .2. The prospective Protégé firm must have and maintain an actual place of business where it provides its actual products and services in Miami-Dade County throughout the duration of its Mentor-Protégé Program participation.
3. The prospective Protégé firm must be and remain in good legal business standing with the State of Florida, Miami-Dade County and all other local jurisdictions. Protégés must be solvent and licensed businesses.
4. The prospective Protégé shall agree to follow all Mentor-Protégé Program guidelines and devote the necessary time, staff and other resources in order to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.

#### E. Protégé Application Process

1. The prospective 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 strategic business plan and the documentation requested, providing various information concerning the prospective Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. Additional documentation such as company brochures, occupational licenses and other licenses may be required to determine Mentor-Protégé Program eligibility requirements.
2. SBD shall review the application and inform the applicant whether it has been approved as a Protégé within ten (10) business days of receipt of the completed Protégé application.
3. SBD will assign Protégés to Mentors as deemed appropriate and/or as available and both parties must sign an agreement to formalize their commitment to the Program.

#### F. Protégé Responsibilities

1. Strategic Business Plan - The Protégé shall prepare and strive to achieve goals outlined in a strategic business plan. SBD's Management and Technical Assistance Program (MTA), as described in Section XXI of this Administrative Order, should be used by the Protégé as a resource in developing this business plan if such assistance is needed. This business plan shall serve as a guideline and benchmark for evaluating the Protégé's progress in the Mentor-Protégé Program.
2. Meetings -The approved and assigned Protégé must make him/herself available for the monthly face to face coaching and counseling conferences with the Mentor and must be consistently prepared to review progress made in achieving the desire outcome outlined in their strategic business plan. In the meeting the Protégé must make the Mentor aware of all problems affecting the timely and efficient completion of projects and effective

management of the firm. These conferences will be held at a time and place mutually agreed upon by the Mentor and Protégé; however, such meetings should occur no less than once every 30 calendar days between the first and 10th day of each month and should be at least two (2) hours in duration (more time should be allotted for these meetings as deemed necessary). The topics for the meetings should consist of items relevant to the Protégé's previously identified problem areas and his/her changing needs as well as the current experiences of both the Mentor and Protégé. The Protégé will also be expected to provide reports on his/her efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s) and both parties should establish target dates for any further improvements or enhancements. The Mentor and Protégé shall alternate in preparing a report of the results of the monthly meeting and submitting a copy of the report to the other party as well as to the SBD Mentor-Protégé Program Coordinator and CSBE Advisory Board.

3. Informal Contacts - The Protégé should also routinely' converse with the Mentor on the telephone and attempt to make other informal contact or correspond on a routine basis (such as every other day) to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.
  4. Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé may be required to attend, at its own expense if necessary, training conferences, coursework, or workshops on a routine basis as recommended by the Mentor or Mentor-Protégé Program Coordinator. These conferences are expected to cover various aspects of general business management as well as training sessions addressing specific industry topics. Attendance at these events must be recorded and made a part of the progress report for the appropriate period of attendance.
  5. Use of MTA Program - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé may be required to make routine use of the technical assistance component of the CSBE program by seeking, scheduling and attending various services professionals as provided by the MTA Program. A listing of these resources are available through SBD and participation in the MTA Program must be recorded and made a part of the progress report for the appropriate period of participation.
  6. Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.
  7. Reporting Problems - The Protégé will discuss poor progress or problems encountered with the Mentor-Protégé arrangement with SBD Mentor-Protégé Program coordinating staff as soon as possible after concerns are identified.
6. Program Coordination
- A. SBD is responsible for the overall coordination and administration of the CSBE Mentor-Protégé Program. SBD's duties will include:
    1. Advertising and promoting the program.
    2. Organizing related business events.
    3. Identifying and approving potential Mentors.
    4. Identifying and certifying potential Protégés.
    5. Assigning Mentors to Protégés as available.
    6. Informing and reminding Mentors and Protégés of their roles and responsibilities.

7. Amending Mentor-Protégé meetings to promote effective cooperation and participation.
8. Reviewing meeting and progress status reports.
9. Maintaining program records.
10. Contracting for the management, accounting and other professional services that Protégés will need.
11. Identifying the necessary sources of program funding.
12. Attracting the support of larger corporate sponsors.



## **APPENDIX D**

### **EXPEDITED PAYMENT PROCESS**

The Department of Small Business Development (SBD) will provide financial assistance to eligible CSBEs through an Expedited Payment Process (EPP) for incurred or expended mobilization expenses on their construction contract awards with the County. Eligible CSBEs can receive assistance for up to 10% of contract award for approved mobilization expenses.

#### **1. CSBE Responsibilities**

In order to be eligible for expedited payments, CSBEs must show proof of the following:

1. Certification as a CSBE.
2. Successful completion of Management and Technical Assistance Program Professional Development and Training Modules.
3. Contract award for a County construction contract with a prime contractor or directly with a County department.

CSBEs must also be in good standing with existing County ordinances applicable to County construction contracts. CSBEs seeking participation in the EPP program must sign a notarized agreement accepting the terms and conditions of EPP.

Eligible CSBEs seeking EPP assistance must complete a Disbursement Authorization Form (Form SBD 306 in Appendix A). If the CSBE is a subcontractor he/she must list mobilization expense items, with supporting documentation, for EPP consideration and forward to the prime contractor. Conversely, if the CSBE is a prime contractor, the Disbursement Authorization Form must be submitted directly to the user department's Project Manager (PM). The CSBE must also submit a copy of the Project Schedule of Values to SBD. When the CSBE submits the normal requisition, it should include the mobilization expenses listed on the Disbursement Authorization Form.

#### **2. Prime Contractor Responsibilities When CSBE is a Subcontractor**

The prime contractor is responsible for reviewing the Disbursement Authorization Form in order to verify that each expense item is for mobilization expenses and also for line item expenses listed on the Schedule of Values. The prime contractors will also verify that said expenses reflect materials delivered, services performed or any miscellaneous expenses associated with the project's start up. For approved expenses, the prime contractor is required to sign off on the Disbursement Authorization Form and forward to the user department's PM. If authorization is not approved, the prime contractor must provide an explanation on the Disbursement Authorization Form and return to the CSBE with a copy to SBD. In the normal requisition process the prime contractor will pay the CSBE for services provided or goods delivered and deduct any payments made through EPP.

**3. Department Project Manager Responsibilities**

The department PM is responsible for reviewing the Disbursement Authorization Forms received from the CSBE or prime contractor, and verify that goods have been received and/or services have been provided. The department PM will then sign off on Disbursement Authorization Forms for approved expenses and forward to SBD. If authorization is not approved, the department PM must provide an explanation on the Disbursement Authorization Form and return to the CSBE or prime contractor with a copy to SBD.

**4. SBD Responsibilities**

SBD will verify eligibility of all CSBEs applying for EPP assistance. SBD will review all Disbursement Authorization Forms received from department PM and processes check requests for all expenses approved for EPP. SBD will verify that vendors/suppliers indicated on the check request are registered with the Department of Procurement. For unregistered vendors/suppliers, SBD will assist CSBEs in registering these firms. Check requests will be forwarded to the Miami-Dade County Finance Department Management. However, the Miami-Dade Aviation Department (MDAD), the Water and Sewer Department (WASD) and Jackson Memorial Hospital (JMH) are exceptions because they process checks independent of the Finance Department. MDAD, WASD or JMH, will process EPP requests based on an approved Disbursement Authorization Form. These departments will forward a copy of the approved Disbursement Authorization Form to SBD. SBD will provide adequate follow up to ensure CSBE vendors/suppliers receive payment. Any problems or complaints regarding EPP transactions will be the responsibility of SBD.

**5. Finance Department Responsibilities**

The Miami-Dade County Finance Department will receive all check requests for EPP payments from SBD. Check requests will be processed for payment and made payable to the CSBE vendor or supplier. The Finance Department will only issue checks to vendors who are registered with the Department of Procurement Management. For mobilization expenses paid by the CSBE, the Finance Department will issue a check payable to the CSBE providing that the CSBE shows adequate proof of expenses paid. All checks will be issued within ten (10) business days from receipt of check request.

MDAD, WASD and JHM operate independent of the Finance Department, but each department will have the same responsibility for EPP payments with the exception that they will issue two party checks either to the prime contractor and the CSBE vendor/supplier or to the prime and the CSBE. These checks will be processed directly from approved Disbursement Authorization Forms received from the user department's PM.