



**SMALL BUSINESS ENTERPRISE PROGRAM (SBE)**  
**(Ordinance 05-29 and Administrative Order 3-41)**

**PARTICIPATION PROVISIONS**

Applies to set-asides and/or subcontractor goals

**Acknowledgement of an Agreement form\***

See Appendix for further details.

**DEPARTMENT OF SMALL BUSINESS DEVELOPMENT**  
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## A. DEFINITIONS

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

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

- enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.
9. *Compliance Monitor* means the Director of the Department of Business Development or designee assigned to review compliance in accordance with Ordinance 05-29 and Administrative Order 3-41.
  10. *Contract* means an agreement for the purchase of goods or services, including professional services. Professional services as used in this section includes but is not limited to accounting, legal, health care, consulting and management services. Contract does not mean an agreement to purchase, lease, or rent real property; a grant, license, permit, franchise or a concession; an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services; or a contract for construction or construction management services.
  11. *Contract Measure* means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.
  12. *Contracting Officer* means the person assigned under a contract, usually a department director or his or her designee, who prior to award manages the bid process or post award has primary responsibility to manage the contract and enforce contract requirements.
  13. *County* means Miami-Dade County, Florida, a political subdivision of the State of Florida.
  14. *SBD* means the Department of Small Business Development.
  15. *DPM* means the Department of Procurement Management.
  16. *Goods* mean any tangible product, material or supply that is not a service.
  17. *Joint venture* means an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.
  18. *Joint Venture Agreement* means a document submitted to SBD by a joint venture that provides information regarding the nature of the joint venture.
  19. *MDC* means Miami-Dade County, Florida.
  20. *Prompt Payment* is the intent of the Board that all firms, including SBEs and MicroEnterprises providing goods and services to the County, receive

payments promptly in accordance with Ordinance 05-29, and Administrative Order 3-41.

21. *Review Committee* or *RC* means the committee established by the County Manager to review proposed contracts for the application of contract measures and for administrative and/or appeal hearings.
22. *Service* means work offered for public or private consumption that does not consist primarily of goods.
23. *Set-aside* means the designation of a given contract for competition among SBEs.
24. *Small Business Enterprise (SBE)* means a business entity certified by SBD, providing goods or services, which has an actual place of business in Miami-Dade County and whose three year average gross revenues does not exceed \$5 million. The term Small Business Enterprise shall also include a manufacturer with one hundred (100) employees or less or wholesaler with fifty (50) employees or less without regard to gross revenues. Representations as to a business entity's average gross revenues and payroll shall be subject to audit.
25. *Subcontractor goal* means a proportion of a total contract value stated as a percentage to be subcontracted to SBE(s) to perform a commercially useful function.
26. *Successful Bidder* means the bidder to which the contract is awarded.
27. *Utilization Report* means a report completed and submitted by the successful bidder on a contract with goals, listing all work performed in the past by the SBE identified on the Agreement.
28. *Work* means the provision of goods or services.

## B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinance 05-29 and Administrative Order 3-41.
2. SBD monitors the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
3. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained at: Miami-Dade County Department of Small Business Development (SBD) at 111 N.W.

1<sup>st</sup> Street, 19<sup>th</sup> Floor, Miami, Florida 33128 or by telephone at (305) 375-3111, facsimile (305) 375-3160, online at [www.miamidade.gov/sba](http://www.miamidade.gov/sba).

#### C. CERTIFICATION

1. In order to participate as an SBE on this contract, an SBE must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract.
2. Bidders shall use the most recent Certification List available prior to bid submission. Certification List may be obtained by contacting SBD at telephone number (305) 375-3111 during normal business hours or online [www.miamidade.gov/sba](http://www.miamidade.gov/sba).
3. The SBE firms on the Certification List will be identified by commodity code. An SBE must be certified in a commodity code and/or service area in order to be eligible to participate as an SBE on contracts in such commodity code and service area. In order to be eligible to participate as an SBE subcontractor, the SBE must be certified in the commodity code or service area in which they are to perform the work.
4. Bidders/Awardees are governed by the certification policies and procedures set forth by SBD for the certification of SBEs.
5. Joint Ventures: Only SBE joint ventures approved by SBD in accordance with Administrative Order 3-41 are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. A joint venture is permissible only where the SBE lacks the necessary capacity to perform the contract on its own and the agreement is fair and equitable and will be of substantial benefit to the SBE. However, where SBD concludes that an SBE brings only its certification as contribution to the joint venture relationship SBD will not approve the joint venture. The small business member of the joint venture must be certified as an SBE before the joint venture can be approved.

#### D. APPLIED CONTRACT MEASURES

1. Set-asides
  - a. Set-asides are for bidding solely among SBEs. AN SBE awarded a set-aside contract shall not transfer to a non-SBE through subcontracting or otherwise, any part of the actual work of the contract unless the bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the SBE requests and receives prior to bid award an approval letter from SBD.

- b. If the SBE is using subcontractors to meet a portion of the set-aside on a contract, an Agreement is required and is subject to the requirements for the submittal of Agreements of Section D.2.c.
  - c. An SBE may perform 100% of the set-aside with its own workforce.
  - d. Bids that contain a defective Agreement shall be allowed up to 48 hours from bid submission to cure correctable defects. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors.
  - e. Bidders that fail to correct defects in the Agreement within 48 hours after bid submission shall be non-responsive.
2. Subcontractor goals
- a. Bid documents to which a subcontractor goal is applied shall require bidders to submit a signed Agreement at the time of bid submission identifying all SBEs to be utilized to meet the subcontractor goal. Each Agreement shall be in writing, shall be executed by the bidder and the SBE, and shall specify the scope of work, percentage of services the SBE will provide, and commodity code the SBE will perform. The Agreement constitutes a written representation by the bidder that to the best of the bidders' knowledge the SBEs listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. Upon notification from SBD, bidders/proposers shall be allowed up to 48-hours after bid submission to cure correctable defects in the Agreement. Correctable defects may include, but are not limited to: SBE percentage not indicated, prime or subcontractor failed to sign the Agreement, or calculation errors. Failure to submit an Agreement and SBE joint venture agreement, if applicable, shall deem a bid non-responsive.
  - b. The Agreement shall incorporate;
    - i. The scope of work to be performed by the SBE; and
    - ii. The percentage of services the SBE will provide; and
    - iii. The prompt payment obligation; and
    - iv. The SBE joint venture Agreement; if applicable
  - c. A bidder that is an SBE may meet up to 100% of the subcontractor goal with its own workforce.

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



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

#### E. PRE-AWARD COMPLIANCE

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

#### F. PROMPT PAYMENT

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

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

G. POST AWARD COMPLIANCE AND MONITORING

1. SBD shall monitor and enforce the compliance of the vendor with the requirements of the Administrative Order, and any related program requirements during the duration of the contract and may monitor for up to one year after notice of completion of the work or full payment of contract obligations, whichever comes last.
2. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access during normal business hours to all books and records relating to the compliance with the contract measure applied to the contract or relating to compliance with certification requirements. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of SBE certification.

3. Successful Bidders and SBEs/Micro Enterprises shall permit the County to have access to employees performing work during normal business hours in order to conduct visual inspections and interviews that may be conducted privately when necessitated by County staff.
4. Successful Bidders and SBEs/Micro Enterprises shall comply with all reporting requirements established by SBD. Failure to comply with the reporting requirements may result in the imposition of contractual sanctions or administrative penalties by the County.
5. In the event that during the performance of a contract containing an SBE subcontractor goal, an SBE is not able to provide the services specified in the Agreement submitted at the time of bid, the Successful Bidder must locate an SBE to substitute. The Successful Bidder must receive approval for substitution from SBD. A Successful Bidder that cannot secure a substitute SBE must provide a written statement to the Compliance Monitor.
6. The Compliance Monitor shall be responsible for monitoring the performance of the Successful Bidder regarding compliance with a contract measure applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of SBEs from that required by the contract and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the contract measure stated in the contract that shall be monitored include, but are not limited to:
  - a. Termination of an SBE's Agreement;
  - b. Reduction in the scope of work to be performed by an SBE
  - c. Modifications to the terms of payment or price to be paid to an SBE
  - d. Failure to enter into a contract with an SBE being utilized to meet a contract measure.
7. If, after execution of an agreement, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his/her control of which he/she was not aware and could not reasonably have been aware, until subsequent to the date of execution of such subcontract, an SBE, who entered into such subcontract has committed a material breach of the agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the Agreement.
8. 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.

#### 9. Alternative Subcontracts

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

- a. The Compliance Monitor may require the Successful Bidder to produce such information, as the Compliance Monitor deems appropriate and may obtain further information from other sources. The Compliance Monitor shall make his/her recommendation under this paragraph to the Contracting Officer and forward a copy to the bidder.
- b. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five business days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, and as he/she in his/her discretion may determine, will reply to the Successful Bidder's written objection within ten business days of receipt of these objections.

#### H. CONTRACTUAL SANCTIONS

1. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to

comply with the Small Business Enterprise Program Ordinance and Administrative Order may result in the imposition of one or more of the following sanctions:

- a. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
  - b. Work stoppage;
  - c. Termination, suspension, or cancellation of the contract in whole or part;
  - d. Loss of SBE certification.
2. In the event a bidder or SBE attempts to comply with the provisions of the SBE ordinance through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the subcontract for the project on which the bidder or SBE committed such acts. In addition, and as a further sanction, the County may impose any of the above-stated sanctions on any other contracts and subcontracts the bidder or SBE has on other County projects. In each instance, the bidder or SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or SBE may also be subject to debarment.
  3. The foregoing notwithstanding, the County Manager shall include language in all prospective projects containing an SBE goal which provides that, in addition to any other sanction for failure to fulfill the SBE goal requirements for such contract, the contractor's eligibility to receive any future County contract shall be conditioned upon the contractor making up the deficit in SBE participation in such future contract by having SBEs perform work equal to double the dollar value of the deficiency in the SBE goal in the prior contract.
  4. The foregoing obligation shall be in addition to any SBE goal otherwise applicable to the future contract. The procedures for making up the SBE deficit shall follow SBD policy.
  5. Some of the contractual violations that may result in the imposition of sanctions listed in the administrative order include, but are not limited to, the following:
    - a. An SBE serving as a conduit for SBE work awarded to a firm as an SBE, but which is being performed by a non-SBE firm;
    - b. A prime vendor not meeting an SBE contract measure;

- c. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
- d. Failure to timely submit utilization reports;
- e. Failure to comply with SBE certification requirements, including not maintaining a place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
- f. Failure to maintain certification;
- g. Deviations from the SBE agreement without prior approval from SBD;
- h. Termination of the SBE's agreement without prior approval from SBD;
- i. Reduction of the scope of work of the SBE subcontract without prior approval from SBD; or
- j. Modifications to the terms and/or prices of payment to an SBE without prior approval from SBD

I. Administrative Penalties

Administrative penalties may range from de-certification to debarment.

J. Appeals Process

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

K. APPENDIX

1. Forms

- a. Certificate of Unavailability            SBD 502
- b. Utilization Report                        SBD 503

# **APPENDIX A**



# Small Business Enterprise (SBE) Certificate of Unavailability

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

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

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

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

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

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

**\*SBE Firm**

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

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

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

If you did not get any responses to your solicitation of SBE firms contractors, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

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

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

\_\_\_\_\_  
Title

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



## Instructions for the Monthly Utilization Report (MUR)

**FINAL:** Indicate if MUR is the final submission (Final MUR should be submitted upon the completion and final payment of project)

**Reporting Period:** The period for which the MUR payment information is being submitted

**Project Name:** The assigned project name as it is identified in the contract documents

**Project Number:** The assigned project number as it is identified in the contract documents

**Project Location:** The address or descriptive location of project work site

**Projected Start Date:** Notice to Proceed Date or date of work commencement

**CSBE Project Measures:** Percentage of measure applicable to this project (enter value in appropriate measure type)

**Prime Contractor:** Name of Awardee, Address and Phone Number

**Contract Award Date:** Date of contract award

**Contract Award Amount:** The dollar amount awarded in the contract documents

**Change Order Amount:** The total dollar value of all approved change orders

**Contract Period:** Total number of days of Contract as listed in contract documents and all approved Change Orders

**% Complete To Date:** The Proportion of work that has been completed for this project stated as a percentage

**Completion Date:** The anticipated date project will be completed

**Amount Requisitioned this Period:** The dollar amount billed to MDC for work performed during the listed reporting period

**Date Requisitioned:** The date requisitioned amount was submitted to MDC

**Total Amount Requisitioned to Date:** The total dollar amount requisitioned for work performed during reporting period

**Last Payment by Miami Dade County (MDC):** The last dollar amount paid to Prime by MDC for reporting period

**Date of Last Payment by MDC:** The date of the last payment by MDC for the reporting period

**Was last MDC payment within 14 days of Prime's requisition:** Check YES if payment by MDC was made within 14 days of prime's requisition; Check NO if payment by MDC was not made within 14 days of prime's undisputed requisition

**Did last MDC Payment Equal Requisition Amount:** If requisition was paid in full check YES; if requisition amount was not paid in full check NO and explain reasons for payment difference in space provided

**Total Amount Paid by MDC:** The total amount paid to date by MDC in reporting period for the reporting period

**Name of CSBE:** The legal name of all subcontractor(s) meeting a goal listed on the Prime's Schedule of Intent (SOI) or Set-aside List of Subcontractor(s)

**Tier (1, 2, 3, 4):** The level of subcontractor participation (Tier 1 = subcontractor has a contract with the Prime; Tier 2 = subcontractor has a contract with the Tier 1 Subcontractor; Tier 3 = Subcontractor has a contract with the Tier 2 subcontractor; Tier 4 = subcontractor has a contract with the Tier 3 subcontractor)

**Contract Period:** The anticipated start and end dates of the subcontractor(s)

**Goal % If Applicable:** The goal percentage that is being fulfilled by subcontractor(s)

**Description of Work:** A brief description of the scope of work to be performed by subcontractor(s)

## Instructions for the Monthly Utilization Report (MUR)

**Signed Contract Agreement:** Check if Prime has a signed contract agreement with subcontractor listed.

**Contract Amount:** The dollar value of Subcontractors' Agreement (if different from SOI, a new SOI must be submitted)

**Amount Requisitioned this Period:** Actual dollar amount requisitioned by the subcontractor(s) during the listed reporting period

**Date of Requisition (from Sub):** The date of the requisition submitted by subcontractor for payment during this submittal period

**Amount Requisitioned to Date:** Total dollar amount requisitioned as of reporting period by the subcontractor(s)

**Last Payment:** The last dollar amount paid to subcontractor(s) for the reporting period

**Last Payment Date:** The date of last payment of subcontractor(s) for the reporting period

**Was last payment within 2 days of MDC payment to prime:** "Y" for Yes if payment to subcontractor(s) was made within 2 days of MDC payment to prime; "N" for No if payment to subcontractor(s) was not made within 2 days of MDC payment to prime

**Paid to Date:** The total amount paid to the subcontractor(s)

**Total:** The total of each column where applicable

**Executed by:** The signature and printed name of the CEO, President, or an officer of the company, legally authorized to represent the prime

**Date:** Current Date

**Phone:** Phone number that signing officer may be reached

**Sworn before me:** Notary Information

# MONTHLY UTILIZATION REPORT SBE

**FINAL**



This report is required to be submitted by the tenth day or before of each month to Miami Dade County (MDC). If project has not started, enter anticipated start date in the space provided. Failure to comply may result in proceedings to impose sanctions, in addition to any other available legal remedy. Sanctions may include the suspending of any payment or part thereof, termination or cancellation of the contract, and the denial to participate in any future contracts awarded by MDC.

<b>REPORTING PERIOD</b>	<b>PROJECT NAME:</b>			<b>%</b>	<b>SBE PROJECT MEASURES</b>
<b>TO :</b>	<b>PROJECT NUMBER:</b>		<b>PROJECTED START DATE:</b>		<b>SET-ASIDE</b>
<b>FROM:</b>	<b>PROJECT LOCATION:</b>				<b>GOALS</b>

<b>PRIME CONTRACTOR</b>			<b>CONTRACT AWARD DATE</b>	<b>CONTRACT AWARD AMOUNT</b>	<b>CHANGE ORDER AMOUNT</b>	<b>CONTRACT PERIOD</b>	<b>% COMPLETE TO DATE</b>	<b>COMPLETION DATE</b>
<b>NAME:</b>	<b>PHONE:</b>							
<b>ADDRESS:</b>								

AMOUNT REQUISITIONED THIS PERIOD:	\$		DATE REQUISITIONED:		
TOTAL AMOUNT REQUISITIONED TO DATE:	\$				
LAST PAYMENT BY Miami Dade County (MDC):	\$		DATE OF LAST PMT BY MDC:		
TOTAL AMOUNT PAID BY MDC:	\$		Was last MDC pmt. within 14 days of Prime's requisition?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
				DID LAST MDC PMT. EQUAL REQUISITION AMOUNT? YES <input type="checkbox"/> NO <input type="checkbox"/>	
				IF NO PLEASE EXPLAIN: _____	

SMALL BUSINESS ENTERPRISE (SBE) OPPORTUNITIES												
NAME OF SBE	TIER 1,2,3,4	CONTRACT PERIOD		DESCRIPTION OF WORK	CONTRACT AMOUNT	AMOUNT REQUISITIONED THIS PERIOD	DATE OF REQUISITION (FROM SUB)	AMOUNT REQUISITIONED TO DATE	LAST PAYMENT	LAST PAYMENT DATE	Was last pmt. within 2 days of MDC payment to Prime? (Y/N)	PAID TO DATE
		START DATE	END DATE									
<b>TOTAL</b>												

Executed by: \_\_\_\_\_  
 Signature of Affiant

\_\_\_\_\_  
 Printed Name of Affiant

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Phone

Sworn before me: \_\_\_\_\_  
 This \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

For DBD Use Only: CRC \_\_\_\_\_ WTA \_\_\_\_\_



## Acknowledgement of an Agreement Small Business Enterprise (SBE) Program

In response to Miami-Dade County's RFP/RFQ/Bid No. \_\_\_\_\_, the undersigned hereby acknowledges receipt and accepts the requirements of the applicable SBE subcontractor goal measure to utilize the Small Business Enterprise (SBE) firm(s) listed below; if awarded the contract. **The undersigned must enclose with the bid/proposal submittal a signed SBE Agreement as required by the SBE Participation Provisions.** This form or any other form contained in this solicitation does not represent the 'Agreement' as required by Section 2 of the SBE Participation Provisions.

Name of Prime Contractor/Owner or Authorized Representative	Firm Name
Street Address	Telephone No.

Name of SBE Subcontractor\*

SBE Certification No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature of Prime Contractor/Owner or Authorized Representative

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

For further information, contact the Department of Small Business Development (SBD) at 305-375-3111.

Department of Small Business Development  
Stephen P. Clark Center (SPCC)  
111 NW 1st Street, 19th Floor  
Miami, Florida 33128  
Phone (305) 375-3111 Fax (305) 375-3160

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