

**SMALL BUSINESS ENTERPRISE
GOODS AND SERVICES
ADVISORY BOARD**

May 15, 2025

Miami-Dade County
Small Business Enterprise Goods and Services Advisory Board Meeting
Thursday, May 15, 2025 @10:30 a.m. – 12 p.m.

Board Members

Stephen P. Clark Center, 111 N.W. 1st Street, 19th Floor Conference Room

Public Virtual Meeting Zoom URL:

<https://miamidade.live/SBE-GoodsServicesBoard>

Webinar ID: 917 5751 5924

AGENDA

- I. Welcome/Introductions (5 min)**
- II. Old Business (10 min)**
 - a. Approve - Meeting minutes**
 - Goods and Services Advisory Board Meeting – January 16, 2025
 - Goods and Services Advisory Board Special Meeting – February 25, 2025
- III. Task Log (10 min)**
- IV. Report (10 min)**
 - a. Jackson Health System – Amber Lawhorn**
- V. SBD Reports (20 min)**
 - a. Business Outreach and Education Report – Lawanda Wright (SBD Section Chief)**
 - b. Certification Report – Jeanise Cummings-Labossiere (SBD Section Chief)**
 - c. Utilization Report– Patrick Hines (SBD)**
- VI. Discussion (25 min)**
 - a. SBD Certification Review Procedures - Laurie Johnson (SBD Interim Director)**
- VII. New Business (5 min)**
 - a. Request for future agenda items**
- VIII. Reasonable opportunity for the public to be heard before County Boards (Sec. 2-11.39.3) (3 min)**
- IX. Adjournment (2 min)**

NEXT MEETING: July 17, 2025

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JANUARY 16, 2025,
MEETING MINUTES

Miami-Dade County
Small Business Enterprise – Goods and Services
Advisory Board Meeting
January 16, 2025, Meeting Minutes

Start Time: 10:46am
End Time: 12:29pm

7 – Appointed
4 – Quorum

Members Present (4)	Members Absent (4)
Darryl Holsendolph – Chairman	Jacob Zunamon (E)
Junior Silva	Maria Molina (E)
Makeba Gassant	Princeton Jean-Glaude (U)
Michaeljohn Anthony Green	

Staff Present: Lawanda Wright (SBD Section Chief), Jeanise Cummings (SBD Section Chief), Laurie Johnson (SBD Section Chief), Alice Hidalgo-Gato, (Section Chief), Michou Jean (SBD Section Manager), Patrick Hines (SBD), Sandra Petithomme (SBD), Dwayne T. Holloway (SBD), Alicia Anderson (SBD).

I. Welcome/ Introductions

Chairman Darryl Holsendolph called the Goods and Services Advisory Board meeting to order at 10:46 a.m. Mr. Dwayne T. Holloway (SBD) conducted the roll call with four (4) advisory board members were present and the Office of Small Business Development (SBD) staff introduced themselves.

II. Old Business

Approve November 21, 2024, Meeting Minutes

It was moved by Ms. Makeba Gassant to approve the November 21, 2024, Goods and Services meeting minutes. The motion was seconded by Mr. Michaeljohn Anthony Green seconded, and upon being put to a vote the motion passed by a vote 4-0.

III. Discussion (a) – Task Log

Chairman Daryl Holsendolph requested that the task log be presented before the board.

Ms. Michou Jean (SBD Section Manager) presented the Task Log containing the advisory boards' recommendations. She informed the board about SBD section task responsibilities and provided updates of their status.

Chairman Holsendolph requested that the task log be placed at the beginning of the agenda, prior to SBD reports for future meetings.

Mr. Holsendolph acknowledged that the Task Log captured the motions from the previous meeting, including Ms. Gassant's request for a comprehensive list of all the directives He anticipated a list of the advisory board's actions and presentations

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aimed at supporting Small Businesses, along with their current status. Chairman Holsendolph emphasized the board's interest in tracking progress and expressed appreciation for the task log as a tool to ensure that issues raised in past meetings are being addressed

Ms. Makeba Gassant recommended that staff review the minutes from previous meetings to identify the board's recommendations.

IV. Report – Jackson Health System

Ms. Amber Lawhorne provided a summary of the report covering the period from October 1, 2024 – November 30, 2024. She highlighted the total spend (\$49,430,215), the inaccessible spend (\$43,560,890), and the accessible spend (\$5,869,326) for the period. Ms. Lawhorne stated that the SBE Spend was \$2,694,493 and the percentage of SBE spend was 45.91%. Ms. Lawhorne mentioned the percentage of the previous period was 39.5%.

Chairman Holsendolph requested that JMH staff include the dollar amount of the available SBE spend in the report.

V. SBD Section Reports

Business Outreach & Education – Lawanda Wright (SBD Section Chief) presented the report for the period of October 1, 2024 – November 30, 2024. Ms. Wright informed the board that there were nine (9) Payment Issues which equated to \$49,560 and there was one (1) Prompt Payment Issue during this period totaling \$937,381. She mentioned the attached report highlighted the Prompt Payment Issue displaying \$917,000 of the \$937,381 was paid in October, with about \$20,000 pending. Ms. Wright stated in response to the board's request, an additional report was included outlining County Department Payment Issues and Paid Timeline. She noted the report listed the departments, the total outstanding invoice amounts of \$49,560, with two invoices paid in November and three in December.

Ms. Gassant inquired about the status of the board's request to include an insert on the local business tax in flyers distributed by the Office of Small Business Development, and Ms. Wright confirmed that she would provide an update to the board by the next meeting.

Certification – Jeanise Cummings (Section Chief) presented the report for the period of October 1, 2024 – November 30, 2024. She informed the board that there were 1,363 certified firms, a total of thirty-eight (38) approved new/recertified applications, two (2) firms graduated, and none denied.

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Utilization – Patrick Hines (SBD) presented the report for the period of October 1, 2024 – November 30, 2024. Mr. Hines informed the board of the contracts paid for SBE Goals/Measures total amount was \$18,651,836; contracts paid for No SBE Goals/Measures totaled \$98,226,923; total contracts paid \$116,878,759. Mr. Hines explained the demographics displayed on the chart for contracts awarded and paid.

Ms. Makeba Gassant requested clarification about who issues the increase of contracts for bid waivers.

Chairman Holsendolph questioned what created the \$30 million jump in bid waivers.

Mr. Michaeljohn A. Green commended Mr. Patrick Hines and staff for improving the presentation of the information. He acknowledged that Mr. Hines had addressed his previous request and further inquired about why SBE's have zero dollars in purchase orders. He questioned whether the program was exclusively for SBE's or if it was only utilized by SBE's.

Mr. Michaeljohn A. Green suggested inviting Procurement Department representative Mr. Jason Smith from the Office of the Mayor to attend the next advisory board meeting.

Ms. Michou Jean recommended that the board consider holding a Zoom meeting in February to facilitate a discussion with Mr. Jason Smith.

Mr. Green proposed including the discrepancy in purchase orders as an agenda item.

Chairman Holsendolph suggested adding bid waivers and legacy systems to the agenda.

Ms. Michou Jean summarized the board's agenda requests for the Zoom meeting with Mr. Jason Smith, which included Purchase Orders, Bid Waivers, and Legacy Systems.

Mr. Patrick Hines stated that he could provide a list of various contracts categorized by waiver type, allowing the board to review specific contract details.

Mr. Green recommended the list of various contracts cover the last three years.

Ms. Gassant requested that the list be provided before the zoom meeting with Jason Smith.

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Chairman Holsendolph also proposed scheduling a follow-up meeting with the Department of Aviation. .

Ms. Laurie Johnson informed the board that all bid waivers were submitted through the Office of Small Business Development and clarified that the dollar amount determined how a bid waiver was awarded. She also provided the board members with a report detailing the bid waivers submitted through SBD.

VI. Discussion (b)

Ms. Laurie Johnson informed the board that each advisory board meeting would include an open discussion on streamlining the certification process. She emphasized that the goal was to increase firm participation, allowing more firms to join the pools and benefit from bid and set aside preferences. She also highlighted the importance of expanding the number of small businesses providing goods and services.

Ms. Johnson clarified that Ms. Mich ou Jean would email the board members details on the certification process and encouraged them to review it thoroughly in preparation for the next meeting discussion on streamlining the process.

Mr. Junior Silva suggested that the next board meeting include discussion on SBE contracts with the constitutional offices that have separated from the county.

Chairman Holsendolph requested information on the transition timeline for the new constitutional offices, their procurement process, and their awareness that the local community was open for business.

Director Gary Hartfield informed the board that the Office of Small Business Development was in the process of hiring a marketing specialist . He explained that this role would focus on social media outreach and assessing businesses that were eligible for SBD's program.

Director Hartfield emphasized the need for SBD to collaborate with the constitutional offices that have separated from the county to encourage their participation in SBD program. He noted that while the mayor no longer had oversight of these offices, she remained committed to the SBD program and was focused on expanding the number of businesses operating within the county.

Lastly, Mr. Hartfield informed the board that a workshop would be held in the next two quarters, between the Office of Small Business Development and the Advisory Board chairs to ensure everyone was up to date.

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VII. New Business

None.

VIII. Reasonable opportunity for the public to be heard before the County Boards (Sec. 2-11.39.3)

Ms. Michou Jean opened the reasonable opportunity for the public to be heard; seeing no one speak, the reasonable opportunity to be heard was closed.

IX. Adjournment

There being no further business to come before the SBE-Goods and Services Board, the meeting was adjourned at 12:29 p.m.

**FEBRUARY 25, 2025,
SPECIAL MEETING MINUTES**

Miami-Dade County
Small Business Enterprise – Goods and Services
Advisory Board -Special Meeting
February 25, 2025, Meeting Minutes

Start Time: 11:12am

7 – Appointed

End Time: 12:15pm

4 – Quorum

Members' Present (5)	Members Absent (2)
Darryl Holsendolph – Chairman	Jacob Zunamon (E)
Junior Silva	Makeba Gassant (U)
Maria Molina	
Michaeljohn Anthony Green	
Princeton Jean-Glaude	

Staff Present: Jason Smith (Office of the Mayor), Lawanda Wright (SBD Section Chief), Jeanise Cummings (SBD Section Chief), Laurie Johnson (SBD Section Chief), Michou Jean (SBD Section Manager), Sandra Petithomme (SBD), Dwayne T. Holloway (SBD).

I. Welcome/ Introductions

Michou Jean called the Goods and Services Advisory Board – Special Meeting to order at 11:12 a.m. Ms. Jean proceeded to conduct the roll call with four (4) advisory board members were present. She acknowledged the Office of Small Business Development (SBD) section chiefs that were present.

II. Discussion –

Micheal JohnAnthony Green thanked everyone for joining the call. He mentioned that the Goods and Services (G&S) advisory board was eager to receive updates on the county's ongoing projects. Mr. Green highlighted the board's role in advocating for Small Businesses to access Goods and Services contracts offered by Miami-Dade County. Additionally, he stated that the board was seeking clarification on the mayors' initiatives aimed at supporting small businesses.

Jason Smith (Equity & Inclusion Officer, Office of the Mayor) explained that his team collaborated with various county departments to ensure that the procurement system aligns with the values of equity, economic growth, and engagement with Miami-Dade County businesses.

Mr. Michael JohnAnthony Green pointed out that the Utilization Report indicates a significant increase in bid waivers from 2022 to 2023, rising by \$100,000 for Small Business Enterprises (SBEs) and nearly quadrupling for non-SBE's. He further noted that for SBE's, the amount nearly tripled from about 300,000 to just under a million.

Mr. Jason Smith assured the board that he and the leadership of the Strategic Procurement Department (SPD) were actively investigating the rationale behind the increase in the bid waiver amounts.

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Mr. Junior Silva expressed support for allowing registered SBE's to participate in contracts with no bid waivers, emphasizing that there were several opportunities for local vendors to secure work. He stressed the importance of keeping county funds within the local economy to help small businesses thrive, and he reaffirmed that the G&S boards' role was to provide strategic guidance for small businesses.

Chairman Daryl Holsendolph voiced concerns that the county had fallen short in its strategic approach to business inclusion, particularly in recruitment and retention standpoint. He pointed out that many small businesses have not been awarded contracts, while large companies which receive the majority of funding, skewing the data in the utilization report. Mr. Holsendolph also stated that he had expected a representative from strategic procurement to attend, as they determine the goals/ no goals for the bid packages, and the board wanted to express its concerns about the utilization data.

Mr. Michael JohnAnthony Green suggested that Mr. Smith provide an update on procurements accomplishments, emphasizing that the board seeks to understand the reason for the increase in bid waivers and how they were allocated.

Mr. Jason Smith clarified that he worked both in the procurement department, and the Mayor's Office, assuring the board he would communicate the board's concerns, regarding bid waivers, to the procurement director and her team. Mr. Smith also requested that the board specify their questions.

In response to Mr. Holsendolph's question, regarding the purpose of Purpose-Driven Procurement initiative and the overall objective of **Mr. Jason Smith** explained that the Purpose Driven Procurement had been successful in ensuring that various county departments adhere to County procurement rules. He further elaborated that the Strategic Procurement Department aimed to be a global leader in purpose-driven procurement by integrating value and purpose into all sourcing decisions. Mr. Smith noted the department was committed to ensuring that its processes were equitable for suppliers, environmentally sustainable, and economically beneficial to the economy. He emphasized the department leadership prioritizes collaboration with both internal stakeholders, such as the county departments, and external partners, including businesses. Mr. Smith highlighted that the department focused on integrity, fairness, innovation, competition, efficiency and transparency.

Mr. Michael JohnAnthony Green asked Mr. Smith what specific metric procurement used to measure success. He emphasized that there should be a statistical number that reflects the effectiveness of the mayor's strategic procurement initiative, particularly when the Advisory Board reviews the utilization report. Mr. Green noted that having a clear numerical

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target would help the board provide informed recommendations to drive progress toward that goal.

In response, **Mr. Jason Smith** explained that the county collaborated with various business partners in the purpose-driven procurement process, including the Office of Small Business, and the Department of Resilience, each of which used different metrics to assess success. He acknowledged that there was room for improvement, particularly in the efficiency of contract processing and report generation. Mr. Smith suggested inviting specific departments to present to the advisory board on their accomplishments and how they measure success within their department.

Mr. Princeton Jean-Glaude added that the advisory board was dedicated to advocating for small businesses, yet many contracts were influenced by relationships and lobbyists. He asked Mr. Smith for advice on how small businesses could better access these contracts.

Chairman Daryl Holsendolph stated that lobbyists have significant influence over Miami-Dade County. He pointed out that while small businesses have access to pool contracts, lobbyists often secure spots for their clients within these contracts. Mr. Holsendolph asked Mr. Smith whether there could be pool contracts only designed for small businesses.

Ms. Gloria Fonseca owner of FONSIS, LLC. concurred with Mr. Holsendolph, emphasizing that small businesses have built this community, and should not have to compete with large companies within pool contracts. She stressed the importance of tracking the number of new local businesses receiving contracts and questioned how the County could better protect these opportunities for small businesses.

Mr. Jason Smith reiterated Ms. Fonseca's point about tracking the number of new local businesses that securing contracts and asked for additional suggestions to which metrics the board would like to see improved.

Mr. Green expressed interest in tracking the percentage of the spend within large-scale departments that go to small businesses. He suggested working with individual departments to monitor and enhance the metric overtime.

Mr. Holsendolph then asked whether procurement could provide data from departments that continue to offer services through legacy contracts and bid waivers, specifically addressing:

1. What measures are being taken to support small local businesses?
2. What impact do these efforts have on the local economy?

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3. How can we incentivize those benefiting from these contracts to further support small businesses?

He urged the county departments to commit to assisting local small businesses, Emphasizing the need for expertise from those who understand national and statewide policy changes to sustain the local economy and business community.

Mr. Jason Smith responded that he would try to gather the information on the departments utilizing legacy and bid waivers and how these efforts contribute to supporting the local economy.

Mr. Princeton Jean-Glaude highlighted that the World Cup Games would be hosted in Miami next year. Mr. Jean-Glaude asked Mr. Smith for guidance with equipping the small businesses with preparation for county contracts.

Mr. Smith explained that he was collaborating with the mayor's office and Local World Cup Host Committee on our Human Rights Action Plan. He noted the Host Committee would oversee the responsible procurement plan, as procurement was divided between purchases made at the stadium and those managed by the host committee for fan fest related activities. Additionally, Mr. Smith informed the board about FIFA's International Business Connect Program, which was focused on promoting and engaging local small businesses in stadium-related procurement.

Chairman Holsendolph shared details of his meeting with FIFA and the Host Committee, Emphasizing the challenges small businesses faced in obtaining international clearance to participate. He stressed the need for a more assertive approach to ensure that small local businesses were included in the World Cup related opportunities.

Ms. Michou Jean requested that the board members provide questions for department representatives prior to the meeting. She also inquired whether Mr. Smith had planned to attend the upcoming Goods and Services Advisory Board meeting on March 20, 2025, and whether he would provide electronic responses to today's meeting request.

Mr. Jason Smith confirmed his attendance at the upcoming meeting and reiterated key concerns raised by the board to include the following:

1. The strategic direction of the Procurement Department.
2. The definition of "strategic" in procurement.
3. Tracking the number of new local businesses securing contracts.
4. The possibility of creating contract pools exclusively for small businesses.

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5. Analyzing the percentage of money spent by large departments that goes to small businesses.
6. Understanding how large county departments using legacy or bid waivers support the local economy.
7. Examining the role of lobbyists in controlling county contracts.

Chairman Holsendolph emphasized the importance of the Mayor and the Commission addressing FIFA's procurement process. He stressed that the small businesses need to be informed about the process as soon as possible.

Mr. Green pointed out the significant differences in budget and influence between the Host Committee and Global FIFA. He recommended that the mayor's office and other organizations develop a strategy to ensure that local small businesses benefit from World-Cup related opportunities.

Mr. Jason Smith clarified that the host committee only controls fan fest procurement, while the larger financial opportunities at the stadium fall under the International FIFA jurisdiction.

Mr. Green noted that the business opportunities would extend beyond stadium grounds to surrounding areas and across the county. He emphasized that, since FIFA does not control all these opportunities, county officials and various organizations must create a strategy to maximize local business participation.

Chairman Daryl Holsendolph reiterated that FIFA oversees both the stadium and Fan Fest operations across all 16 host cities. He pointed out that FIFA's headquarters in Coral Gables provides a strategic advantage for the Miami Host Committee to advocate for local business involvement.

III. Reasonable opportunity for the public to be heard before the County Boards (Sec. 2-11.39.3)

Ms. Michou Jean opened the reasonable opportunity for the public to be heard; seeing no one speak, the reasonable opportunity to be heard was closed.

IV. Adjournment

There being no further business to come before the SBE-Goods and Services Board Special meeting was adjourned at 12:15 p.m.

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in Coral Gables provides a strategic advantage for the the Miami Host Committee to advocate for local business involvement.

III. Reasonable opportunity for the public to be heard before the County Boards (Sec. 2-11.39.3)

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TASK LOG

SBE - Goods and Services Advisory Board Task Log
As of May 2025

#	Task	Department & Section	Comment	Status
1	Mr. Michaeljohn A. Green suggested a procurement department representative and Jason Smith (Office of the Mayor) attend the next advisory board meeting. Ms. Gassant suggested the list be provided before the zoom meeting with Jason Smith. Mr. Green suggested discussing the discrepancy in purchasing orders as an agenda item for meeting with Jason Smith. Chairman Holsendolph expressed adding the topic of bid waivers and legacy systems to the agenda items for meeting with Jason Smith.	Office of Small Business Development	A special meeting with Jason Smith (Office of the Mayor) was held on February 25, 2025, where he addressed the advisory board's initial questions; he is expected to return at a future meeting to follow up on remaining items	Pending
2	Ms. Gassant asked for an update on the board's request for an insert for the local business tax to go into flyers sent out by the Office of Small Business Development.	Office of Small Business Development	Ms. Wright will provide the board an update at the meeting.	Pending
3	Chairman Holsendolph suggested presenting an item to the director or department head to address two matters: increasing accountability for appointees who have been absent from meetings and providing flexibility for volunteer advisory board members by allowing them to participate in meetings remotely via Zoom.	Office of Small Business Development	The Office of Small Businesses (SBD) is collaborating with the various districts to assist in filling vacancies and to address appointed board members frequent absences.	Ongoing
4	Chairman Holsendolph requested a report detailing the total number of SBE firms in the pools and the percentage of pool funds being utilized. He emphasized that the board was interested in reviewing data related to certification for goods and services.	Office of Small Business Development - Utilization	Tabled	Ongoing
5	Chairman Holsendolph requested dates and timelines for transition on the new constitutional offices and what will be the procurement process as well as their awareness that the local community is open for business.	Office of Small Business Development	Document Attached	Closed
6	Mr. Michael John Anthony Green requested that Business Outreach & Education (BOE) include updates on resolved prompt payment issues and details about prompt payment related funds in their report to track progress.	Office of Small Business Development - BOE	Ms. Wright presented a report during the Goods and Services Advisory Board Meeting on 1/16/2025 which addressed the issues.	Closed
7	Mr. Michaeljohn A. Green recommended that the Goods and Services Advisory (G&S) Board be provided with a written documentation detailing methods to improve the utilization report and to better reflect the work performed by SBD.	Office of Small Business Development - Utilization	To address board members' concerns, the award section of the G&S report has been removed to focus more on payment information for SBEs.	Closed

Task Log Response

Constitutional Offices

On Nov. 6, 2018, voters in the State of Florida adopted Amendment 10 to the State Constitution. As a result of Amendment 10, since Jan. 7, 2025, there are five constitutional offices operating in our County, all of which run independently from Miami-Dade County government: the Sheriff, the Supervisor of Elections, the Property Appraiser, the Tax Collector, and the Clerk of the Court and Comptroller.

Effective Jan. 7, 2025, the structure of our County government changed, as these five independent offices will operate separately from Miami-Dade County.

Miami-Dade County will continue to assist the new constitutional officers so they are ready to serve the community with minimal disruptions to services.

For residents, we expect that most services, such as policing, tax collection, elections, property appraisals, and financial services, will remain the same, although they may look different under new leadership.

Other services are anticipated to have a significant fiscal impact on our taxpayers, such as the newly elected Tax Collector assuming the responsibilities of the state's driver license services currently provided by the Florida Department of Highway Safety and Motor Vehicles. This transition will be phased in over time, beginning in 2025.

What changes were triggered by Amendment 10?

On Nov. 6, 2018, voters in the State of Florida adopted Amendment 10 to the State Constitution. This action by the State's voters prohibits counties like ours from performing some of the duties of Florida constitutional offices of the Sheriff, Tax Collector, Supervisor of Elections, Property Appraiser, or the Clerk of the Court and Comptroller.

Under Amendment 10, several counties with home rule charters, such as our County, were required to create new or reestablish previously abolished constitutional offices. In Nov. 2024, County residents elected the new constitutional officers, which assumed their role on Jan. 7, 2025.

The Clerk of the Court and Comptroller was the only constitutional office in our County prior to Jan. 7, 2025. However, under the Miami-Dade County Charter, the Finance Department was headed by a finance director co-appointed by the Mayor and the Clerk of the Court and Comptroller. The responsibility to serve as the custodian of County funds was previously performed by the Miami-Dade County Finance Department. Due to Amendment 10 and new State legislation, most of the Miami-Dade County Finance Department functions were transferred to the Clerk of the Court and Comptroller.

Prior to Jan. 7, 2025, Miami-Dade County had an elected property appraiser, but this office was not entirely independent of the County. The other three offices - Miami-Dade Police, Elections, and Tax Collector – were previously County departments.

<https://www.miamidade.gov/global/management/constitutional-offices.page>

JACKSON HEALTH SYSTEM REPORT

Public Health Trust / Jackson Health System
Awarded Goods and Services Contracts
February 1 - March 31, 2025

Awarded Contracts by Procurement Method

Method of Procurement	Non-SBE	SBE	Grand Total
Bid Waiver	\$96,346,927	\$20,641	\$96,367,568
Emergency	\$29,175	\$12,000	\$41,175
GPO	\$10,333,734		\$10,333,734
Legacy	\$13,081,064		\$13,081,064
Physician Preference Bid Waiver	\$4,836,122		\$4,836,122
Piggyback	\$1,208,284	\$548,779	\$1,757,063
Request for Proposal	\$2,435,580	\$121,203	\$2,556,783
Request for Quotes	\$41,251	\$102,525	\$143,776
Sole Source Bid Waiver	\$1,356,924		\$1,356,924
Standardization Bid Waiver	\$2,234,671	\$12,250	\$2,246,921
Grand Total	\$131,903,733	\$817,398	\$132,721,131

Total Spend for Reporting Period	\$132,721,131	
Inaccessible Spend	\$130,119,062	98.0%
Accessible Spend	\$2,602,069	2.0%
		100.00%
SBE Spend for Period	\$817,398	
% of SBE Spend	31.41%	

Accessible Spend = sufficient capability/availability of SBE vendors to provide the product or service.
The phrase "accessible spend" is specific to product/service category and unrelated to method of procurement.

% of SBE Spend previous period 7.64%

Awarded Contracts by Procurement Method

Ethnicity	Non-SBE	SBE	Grand Total
Black	\$87,756,105	\$0	\$87,756,105
Hispanic	\$539,223	\$793,148	\$1,332,370
Other	\$6,255,291	\$12,250	\$6,267,541
Shareholder Owned	\$20,368,164		\$20,368,164
White	\$1,126,457	\$12,000	\$1,138,457
(blank)	\$15,858,493		\$15,858,493
Grand Total	\$131,903,733	\$817,398	\$132,721,131

Gender	Non-SBE	SBE	Grand Total
Female	\$6,507,852	\$556,481	\$7,064,333
Male	\$89,169,223	\$260,917	\$89,430,140
Shareholder Owned	\$20,368,164		\$20,368,164
(blank)	\$15,858,493		\$15,858,493
Grand Total	\$131,903,733	\$817,398	\$132,721,131

Public Health Trust / Jackson Health System

Reporting Period	% of SBE Spend
December 1, 2023 - January 31, 2024	63.18%
February 1 - March 31, 2024	9.12%
April 1 - May 31, 2024	6.73%
June 1 - July 31, 2024	9.66%
August 1 - September 30, 2024	39.50%
October 1 - November 30, 2024	45.91%
December 1, 2024 - January 31, 2025	7.64%
February 1 - March 31, 2025	31.41%

Public Health Trust / Jackson Health System
Awarded Goods and Services Contracts
February 1 - March 31, 2025

Vendor Name	SBE Status	Ethnicity	Gender	Method of Procurement	Source Contract / Contract Number	Project Number	Solicitation (Description)	PO Number	Current Term of Contract	Contract Value	Date Completed	Department	SBE Measure	Inaccessible Spend
360 Energy Solutions, LLC	Non-SBE	Hispanic	Male	Bid Waiver		BW-23-23446-CW	Additional funds for emergency generator rental services for Perdue Medical Center	100422457 SERV	8 months	\$13,523	03-07-25	Perdue Medical Center		x
A & B Pipe and Supply, Inc.	SBE	Hispanic	Male	Request for Proposal	RFP 15-13736-TC	RFP-24-24804-JB	Owner's Direct Purchase of victaulic fittings for the ED Expansion project - change order 1 to add funds for additional materials	101094735 ODP	One Time	\$121,203	03-06-25	Facilities, Design and Construction		x
A & M Media Design & Development Corp.	Non-SBE			Bid Waiver		BW-25-25311-LM	TallyPop software tool and dashboard for nursing demographics		1 Year w.2 OTRs	\$47,800	03-21-25	Nursing Business Operations		x
Abbott Laboratories	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-25828-AC	CentriMag Blood Pump for Jackson Memorial Hospital's OR Dept.	PO# 101872579	One Time	\$12,600	02-25-25	Main Operating Room		x
Abbott Laboratories	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0976	GPO-25-23061-PR	Architect Tacro, Srlims and reagents for the Mircrobiology Dept. at Jackson Main Medical Center	PO# 102470538	One Time	\$48,489	03-20-25	Microbiology Dept.		x
Abbott Laboratories	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0976	GPO-25-23068-PR	Architect Tacro, Srlims and reagents for JMH and JWMC	PO# 102135542 400401816	One Time	\$64,146	02-24-25	Microbiology Dept.		x
Airgas USA, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	FM0405	GPO-25-23062-PR	Liquid nitrogen and carbon dioxide gas for Jackson Main Medical Center's Transfusion Services Dept.	PO# 400417280 102475147	1 Year	\$112,557	03-24-25	JW Respiratory Therapy JMMC Transfusion Services		x
Airgas USA, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	FM0405	GPO-25-25338-AC	Argon tank rental for the Jackson Memorial Hospital Operating Room	PO# 102305167	1 Year	\$20,000	03-06-25	Main Operating Room		x
Allied Universal Security Services	Non-SBE			Piggyback	RFP-00217-2(2)	PB-23-22573-HO	Prevention, Educatoin & Treatment (PET) Center Security Guard services - change order 2	100404927 CAPS	1 Year	\$70,120	03-06-25	Prevention, Education & Treatment (PET) Center		
All-Med Express, Inc.	Non-SBE	White	Male	Bid Waiver		BW-23-21848-LK	Same day delivery services for Specialty Pharmacy - modification #5	101811413 SERV	1 Year w/3 OTRs of 1 year each	\$0	03-20-25	Pharmacy		
American Home Health Agency, Inc. (Primary)	SBE	Black	Male	Request for Proposal		RFP-20-18485-JM	Home health care services - mod. No. 6	100418877 SERV	3 Years w/2 OTRs	\$0	03-15-25	Clinical Resource Management, Social Work and Discharge Planning - Operations		
Amico Corporation	Non-SBE	White	Male	Bid Waiver		BW-24-23599-LS	Headwalls and accessories for the ED Expansion project - change order 1	100926473 CAP	Capital Purchase	\$19,689	03-27-25	Surgical Administration		x
ArjoHuntleigh, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE3351	GPO-25-24470-JB	Therapeutic beds and bariatric beds	As Ordered	3 Years w/2 OTRs	\$0	03-12-25	All Facilities		x
ArjoHuntleigh, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE3361	GPO-24-24454-JR	Therapeutic beds and surfaces rental agreement for the Critical Care Departments at Jackson South Medical Center and Jackson Memorial Hospital	101591925 SERV 101666334 SERV 200452274 SERV	3 Years w/2 OTRs	\$0	02-24-25	Critical Care		x
ArjoHuntleigh, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7462	GPO-25-25402-JT	Repair of all Arjo Maxi Sky Lift railings after the WW4 remodel	PO# 102438173	One Time	\$12,623	03-20-25	Biomedical Engineering		x
Arthrex, Inc.	Non-SBE	White	Male	Bid Waiver		BW-25-25003-LS	Trimano Fortis, shoulder suspension tower and accessories for the Main Operating Room	102522845 CAP	Capital Purchase	\$29,060	03-25-25	Main Operating Room		x
Arthrex, Inc.	Non-SBE	White	Male	Bid Waiver		BW-25-25336-AC	Surgical supplies for an arthroscopy case at Jackson Memorial Hospital	PO# 102304830	One Time	\$71,235	03-07-25	Main Operating Room		x
B & H Photo Video	Non-SBE			Request for Quotes		RFQ-25-25110-CA	Podcast equipment for Marketing team	PO# 102541377	One Time	\$23,608	03-26-25	Communications and Outreach		x

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B Braun Medical, Inc	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IV0152	GPO-25-25404-JT	Fifty (50) Infusomat Space 2nd Gen IV pumps, and a 3-year Doseguard software license	PO# 200465032	One Time	\$72,713	03-20-25	Biomedical Engineering		x
B Braun Medical, Inc	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IV0152	GPO-25-25408-JT	Twenty (20) Infusomat Space 2nd Gen IV pumps and three-year Doseguard software license	PO# 301659735	One Time	\$29,085	03-27-25	Biomedical Engineering		x
Baxter Healthcare Corporation	Non-SBE			GPO	XR80360	GPO-24-24753-LDL	Blanket PO for Jackson North Medical Center Pharmacy to purchase medications from Baxter as needed	PO# 300835014	3 Years	\$150,000	03-18-25	JNMC Pharmacy Dept.		x
Beckman Coulter, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0871	GPO-25-23055-PR	Urine chemistry testing reagents	PO# 102042808	One Time	\$23,807	02-11-25	Core Lab		x
Becton, Dickinson and Company	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	MS9610	GPO-22-21346-JM	BD customized kits pricing and consignment agreement	N/A	1 Year	\$0	02-27-25	Neuro Nursing/VAT		x
Berlin Heart, Inc.	Non-SBE			Emergency		EMER-25-25364-IS	Emergency procurement of arterial cannulas for the PICU	102118202 CAPS	One Time	\$29,175	02-18-25	Pediatric Intesive Care		x
Berwin, Inc. (dba J. C. White Architectural Interior Products)	Non-SBE	White	Female	Piggyback	5610000-24-NY-ACS	PB-25-25109-CA	Office furniture for the Jackson South Multimedia Dept. Medical room	102384961 CAPS	One Time	\$59,886	03-13-25	JSMC Multimedia Room		
Berwin, Inc. (dba J. C. White Architectural Interior Products)	Non-SBE	White	Female	Piggyback	State of Florida 53120000-24-NY-ACS; Vizient CE3389	PB-25-25298-CM	Jackson Memorial Hospital West Wing 4 CCU patient room furniture	101979828 CAPS	4 Years	\$52,603	02-05-25	Engineering Services		
Berwin, Inc. (dba J. C. White Architectural Interior Products)	Non-SBE	White	Female	Piggyback	5610000-24-NY-ACS	PB-25-25307-CM	Installation and delivery of Waiting Room furniture for JMH Causeway Square office suite 411	102367809 SERV	4 Years	\$20,527	03-13-25	Physician Services		
Berwin, Inc. (dba J. C. White Architectural Interior Products)	Non-SBE	White	Female	Piggyback	56120000-24-NY-ACS	PB-25-25407-JT	Furniture for the JMH Podcast Room	PO# 102544172	One Time	\$19,833	03-26-25	Communications and Outreach		
Berwin, Inc. (dba J. C. White Architectural Interior Products)	Non-SBE	White	Female	Piggyback	56120000-24-NY-ACS	PB-25-25534-CM	Zeppas Library furniture	102534498 CAPS	4 Years	\$31,503	03-28-25	Engineering Dept.		
Bio-Rad Laboratories, Inc.	Non-SBE			Sole Source Bid Waiver	Sole Source	SS-16-14415-LK	BioPlex 2200 and PHD IX System reagent rental agreement - modifacaiton no. 4	100415991 SERV	5 Years	\$15,840	03-31-25	Microbiology Dept.		x
Boston Scientific Corp.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-23-23113-JM	VNS implant	PO# 102200469	One Time	\$18,000	02-26-25	Main Operating Room		x
Boston Scientific Corp.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-25485-RJ	Watchman FLX 31mm implant and a Watchman FXD Curve access system for an OR case	PO# 102531468	One Time	\$18,000	03-26-25	JMH Cardiac Cath Lab		x
Boston Scientific Corp.	Non-SBE	Shareholder Owned	Shareholder Owned	Sole Source Bid Waiver	Sole Source	SS-21-20634-JM	Watchman agreement - modification no. 2	As Ordered	5 Years w/1 OTR	\$0	02-01-25	Cardiovascular Services Dept.		x
Boston Scientific Corp.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	MS1165	GPO-25-23060-PR	Placement agreement for the SpyGlass DS Digital Controller and Autolith Touch Generator at the Operating Room at Jackson West Medical Center	PO# 400416407	One Time	\$10,613	03-19-25	JWMC Operating Room		x
Canon Medical Systems USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	XR0671	GPO-25-24993-LS	Multiple upgrades to the Aquillon Prime SP 160 at Jackson Diagnostic Coral Gables to expand for cardiac use	102306451 CAP	5 Years	\$75,586	03-06-25	CAP12 - Capital Projects (UCC)		x
Carahsoft Technology Corp.	Non-SBE			Legacy		LG-25-25184-SB	Zoom licenses renewal	PO# 101931867	1 Year	\$299,435	02-04-25	IT Telehealth Service		x
Carahsoft Technology Corp.	Non-SBE			Legacy		LG-25-25455-SB	Zoom licenses renewal for the Bariatric Zoom Telehealth Integration	PO# 102213951	1 Year	\$4,296	02-27-25	Bariatric Dept.		x

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Cardinal Health	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	DPCARD	GPO-24-21658-LK	Pharmaceutical and Specialty Pharmaceutical Distribution services (GPO Partners) - Amendment No. 1 - Optum Contract pharmacies	101430167 SERV	5 Years	\$0	03-19-25	Pharmacy		x
Cardinal Health 200, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	SV3041	GPO-25-24773-LDL	Third party freight management services - additional funding for JNMC Supply Chain PO to continue service contract until July 2025 and to pay past due invoices	300033651 SERV	3 Years w/2 OTRs	\$70,000	03-27-25	JNMC Supply Chain		x
CareFusion Solutions, LLC	Non-SBE			Standardization Bid Waiver	Standardization	SS-17-14875-LK	Pharmacy Keeper new equipment	PO# 102183632 102183651 102183653	One Time	\$16,724	03-06-25	Pharmacy		x
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-22109-HO	Computer and TV equipment for ACC-W basement Learning Center	102131486 CAP	11 Years	\$67,790	02-21-25	Facilities, Design and Construction		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-22111-HO	Samsung 43" TVs	PO# 102144956	2 Years	\$15,736	02-21-25	Engineering Services		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-22116-HO	Workstation and hardware support for ED Expansion Radiology team	102375512 CAP	2 Years	\$174,475	03-12-25	Facilities, Design and Construction		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-23921-RJ	Wireless scanners for Jackson South Nursing Administration	PO# 200462572	One Time	\$67,602	03-06-25	JSMC Nursing Administration		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25025-AW	Adobe licenses	102080973 CAP	11 Years	\$25,750	02-24-25	Computer Operations		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25108-CA	IT carts for Jackson North Medical Center	301246322 CAPS	One Time	\$13,992	02-05-25	Jackson North Medical Center		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25112-CA	IT carts for Jackson South Medical Center's Cardiology expansion	PO# 102554225 102554233 102554234	One Time	\$22,549	03-27-25	JSMC Cardiology Dept.		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25180-SB	December chargeback and stock order	PO# 101812570 101812578 101818913	10 Years 10 months	\$136,371	02-07-25	Computer Operations		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25228-MS	Six (6) three-year Cisco Network & Digital Network licenses for the Jackson Main Pedi Cardiology Dept.	102229705 SERV	11 Years 10 months	\$42,939	03-03-25	Pedi Cardiology		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25447-SB	January CAPSA and stock order	PO# 102049166 102049945	10 Years 10 months	\$48,129	02-12-25	Computer Operations		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25450-SB	January chargeback order for IT minor equipment	PO# 102115118	One Time	\$108,914	02-24-25	Computer Operations		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	GPO-25-25462-SB	February chargeback, minor equipment and stock order for Computer Operations	PO# 102375514 102345511 102376014	One Time	\$120,095	03-12-25	Computer Operations		
CDW Government, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	IT0031	LG-25-25444-SB	F5 Premium Service technical support	PO# 101996036	1 Year	\$7,200	02-14-25	System Admin. & Data Ctr. Eng.		
CenTrak, Inc.	Non-SBE			Legacy		BW-18-16539-KDW	Support services for AwarePoint Real-Time Location System	PO# 102547698	5 Years 4 months	\$94,900	03-17-25	Supply Chain Management		x
Centurion Security Group, LLC	SBE	Hispanic	Female	Piggyback	92121500-24-STC	PB-25-25367-IS	Security services for the Plantation Transplant Administration Dept.	102273284 SERV	1 Year	\$23,500	03-04-25	Transplant Administration		
Centurion Security Group, LLC	SBE	Hispanic	Female	Piggyback	RFP-00188-1(2)	PB-25-23073-PR	Security for Miami Transplant Institute Diagnostic Center in Pompano Beach	PO# 102435157	1 Year	\$25,834	03-18-25	MTI Laboratory Service		
CEPHEID	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	Resolution No. PHT 02/2022-007	GPO-25-23071-PR	Reagents for the Core Lab	PO# 400407828 102294792	3 Years	\$167,808	03-10-25	Microbiology Dept.		x

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Cerner Corporation	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy		101_1-300K1MB	Electronical Health Record system	100418004 SERV	10 Years	\$280,800	02-28-25	Clinical Information Systems		x
Change Healthcare Solutions, LLC	Non-SBE			Bid Waiver		BW-17-14808-LK	Patient eligibility services - inpatient Medicaid applications - Mod. #5	8112641-0-SERV	5 Years	\$0	03-17-25	Revenue Cycle Management		x
Communication Access Service, Inc	Non-SBE	Shareholder Owned	Shareholder Owned	Standardization Bid Waiver	Standardization	BW-25-24843-JB	Paging system replacement	102543143 CAPS	One Time	\$92,191	03-26-25	Behavioral Health Hospital		x
Consolidated Electrical Distributors, Inc. (dba Mercedes Electric Supply)	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-24797-JB	Owner's Direct Purchase of conduit clips for the ED Expansion project - change order 4 for additional materials	100938399 ODP	One Time	\$8,535	03-17-25	Facilities, Design and Construction		x
Consolidated Electrical Distributors, Inc. (dba Mercedes Electric Supply)	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-24797-JB	Owner's Direct Purchase of stripped neutrals and bond wires for ED Expansion project - change order #3	100938399 ODP	One Time	\$127,143	02-12-25	Facilities, Design and Construction		x
Consolidated Electrical Distributors, Inc. (dba Mercedes Electric Supply)	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-25-24807-JB	Owner's Direct Purchase of electrical materials for ED Expansion project	102005677 ODP	One Time	\$505,000	02-07-25	Facilities, Design and Construction		x
CSPI Technology Solutions	Non-SBE			Legacy	GSA Contract #GS-35F-0511T	LG-25-25448-SB	Barracuda Message Archiver 950 renewal	PO# 102052680 102188660	3 Years	\$141,300	02-26-25	System Admin. & Data Ctr. Eng.		x
Datex-Ohmeda, Inc. (a division of GE Healthcare Systems)	Non-SBE			GPO	Vizient Contract No. CE7152 and CE7633	GPO-25-25000-LS	AISYS CS2 anesthesia unit for Jackson South Medical Center	200464920 CAP	5 Years	\$73,076	03-19-25	JSMC Anesthesia Unit		x
Davol, Inc.	Non-SBE			GPO	MS9002	GPO-25-23075-PR	Phasix Rectangular Mesh for the Operating Room at Jackson West Medical Center	PO# 400421697	One Time	\$11,130	03-31-25	JWMC Operating Room		x
Delaware Elevators of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-24-2269-SW	Elevator maintenance services at Jackson Memorial Medical Center Campus and Long Term Care Center - change order 1 to extend coverage through April 30, 2028	100847620 CAPS	4 Years	\$1,047,852	03-04-25	Engineering Services		x
Dell Marketing LP	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	23026 / 43210000-23-NASPO-ACS	LG-25-25458-SB	Renewal of hardware support for IT enterprise storage environments used for backup	PO# 102279582	1 Year	\$72,493	03-04-25	System Admin. & Data Ctr. Eng.		x
Dell Marketing LP	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	23026 / 43210000-23-NASPO-ACS	LG-25-25460-SB	Renewal of Beyond Trust, the remote control support tool	PO# 102293687	1 Year	\$17,342	03-15-25	System Admin. & Data Ctr. Eng.		x
Diagnostica Stago, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0891	GPO-25-23056-PR	Coagulation reagents for the Laboratory Dept. at Jackson Main Medical Center	PO# 102050330	One Time	\$10,956	02-18-25	Core Lab		x
DrFirst.com, Inc.	Non-SBE			Bid Waiver		BW-18-16004-NB	MedHX medication amangement solution for the Pharmacy Dept.	PO# 100416520	1 Year w/3 OTRs of 1 year each	\$5,145	03-27-25	JWMC Pharmacy		x
E3 Diagnostics, Inc.	Non-SBE			Bid Waiver		BW-25-24996-LS	Three (3) GSI Novus Hearing Screeniing units with printers for the East Tower 3 Mother-Baby Dept.	102386024 CAP	Capital Purchase	\$58,941	03-19-25	East Tower 3 Mother-Baby Dept.		x
Easy Vista, Inc.	Non-SBE			Legacy		LG-25-25457-SB	Mod. 7 to add additional services for sixteen (16) Service Manager Back Office Fullfilment Users licenses	PO# 102371734	3 Years	\$543,656	03-12-25	Customer Service Center		x
EchoNous NA, Inc.	Non-SBE			Bid Waiver		BW-25-25024-AW	Kosmos Plus system for the Pediatric Urology Dept.	102053060 CAP	Capital Purchase	\$13,000	02-12-25	Pediatric Urology		x
Equifax Workforce Solutions	Non-SBE			Bid Waiver		BW-15-13782-CS	Unemployment Cost Management Solutions and Employment Verification Services	100415844 SERV	1 Year w/2 OTRs	\$0	02-19-25	HR - Capital Management		x

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Erbe USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	PC-MS576	GPO-25-25318-AC	Endoscopic Insufflator with Latlttyde	PO# 101942128	One Time	\$10,740	02-12-25	Main Operating Room		x
ESI Consulting Engineers, Inc.	SBE	Hispanic	Male	Bid Waiver		BW-25-25398-CW	Mechanical engineering assessment of the HVAC system of AHU-13 located at Jackson South Medical Center	200455604 SERV	One Time	\$20,641	02-12-25	JSMC Plant Operatoins		
Evolution Elevator & Escalator Corp.	Non-SBE			Piggyback	Contract #EVN0003576	PB-24-22682-SW	Elevator miscellaneous repairs at Jackson Memorial Medical Center - change order 1	100875096 SERV	5 Years	\$100,000	03-17-25	Engineering Services		x
Evolution Elevator & Escalator Corp.	Non-SBE			Piggyback	Contract #EVN0003576	PB-25-22703-SW	Elevator maintenance for three years at Jackson North Medical Center	301547745 SERV	5 Years	\$116,280	03-13-25	Jackson North Medical Center		x
Ferguson US Holdings, Inc. (dba Ferguson Enterprises, LLC)	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-23484-CL	Owner's Direct Purchase of drainage piping material for ED expansion project - change order 1 to increase funds for additional materials	100772640 ODP	One Time	\$37,854	02-11-25	Facilities, Design and Construction		x
Ferguson US Holdings, Inc. (dba Ferguson Enterprises, LLC)	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-24794-JB	Owner's Direct Purchase of domestic water drains, copper piping, and fixtures for the ED Expansion project - change order 1 to increase funds for materials by adding sump pumps	100936114 ODP	One Time	\$14,734	02-12-25	Facilities, Design and Construction		x
First Care Home Services (Secondary)	SBE	Black	Female	Request for Proposal		RFP-20-18485-JM	Home health care services - mod. No. 6	100418877 SERV	3 Years w/2 OTRs	\$0	03-15-25	Clinical Resource Management, Social Work and Discharge Planning - Operations		
First Choice Research and Investigation, Inc. (dba First Choice Background Screening)	Non-SBE			Request for Proposal		RFP-15-13092-CS	Background screening services - mod. 20 - 3-month extension	PO# 100415593 100417122 200092993 300032239	3 months	\$5,000	02-21-25	Human Resources		x
FirstSource Solutions USA, LLC	Non-SBE			Request for Proposal		RFP-22-21507-AW	Collection agencies for Accounts Receivables and Bad Debt collections	100610427 SERV	3 Years w/2 OTRs of 1 year each	\$0	03-13-25	Revenue Cycle Management		x
Flagler Technologies, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	Piggyback	#43220000-NASPO-19-ACS	PB-25-24829-JB	Cisco hardware, software, support and licenses for the ACC-W basement Learning Center IT closet	102133623 CAP	6 Years and 2 months	\$30,308	02-21-25	Facilities, Design and Construction		
Florida Hydronics	Non-SBE	Other	Male	Request for Proposal	RFP 15-13736-TC	RFP-24-24082-JB	Owner's Direct Purchase of plumbing materials for the ED Expansion project - change order 1 to increase funds for additional materials	100995043 ODP	One Time	\$36,050	02-12-25	Facilities, Design and Construction		x
Florida Metro Construction Company, Inc.	Non-SBE			Request for Quotes		RFQ-25-24828-JB	Annual fuel tanks testing compliance certification	101947559 SERV	1 Year	\$17,643	02-03-25	Engineering Services		
Foundation Building Materials, LLC	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-23547-CL	Owner's Direct Purchase of forge metal wall materials for ED Expansion project	101975617 ODP	One Time	\$40,618	02-03-25	Facilities, Design and Construction		x
Foundation Building Materials, LLC	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-25-23547-CL	Owner's Direct Purchase of framing for forge metal panels for ED Expansion project - change order 1	101975617 ODP	One Time	\$55,227	03-20-25	Facilities, Design and Construction		x
Fried Brothers, Inc.	Non-SBE			Bid Waiver		BW-25-25405-CW	Cylinder sets for master key lock system at Jackson Memorial Medical Center	102301763 CAP	One Time	\$114,648	03-28-25	Key Shop		x
Fujifilm Sonosite, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	XR0917	GPO-25-25028-AW	Sonosite Ultrasound system fro the Jackson Anesthesia Dept.	102391635 CAP	3 Years	\$264,565	03-13-25	Anesthesia Dept.		x

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GE Medical Systems Information Technologies, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7621	GPO-25-25030-AW	Causeway Echo Stress treadmill for the Jackson North Multi-Specialty Dept.	102530963 CAP	3 Years	\$38,437	03-27-25	JNMC Multi Specialty Dept.		x
GE Medical Systems Information Technologies, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7621	GPO-25-25234-MS	Five (5) EKG machines and components for the Jackson Urgent Care Centers	101942157 CAP	3 Years	\$38,328	03-14-25	UCC Administration		x
GE Medical Systems Information Technologies, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Standardization Bid Waiver	Standardization	BW-25-25032-AW	Monitors and accessories for the Pediatric Hybrid OR project	PO# 102558385	One Time	\$11,374	03-28-25	JHS Hospitalist Nursing		x
GE Medical Systems Ultrasound Primary Care Diagnostics, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	XR0918	GPO-25-24994-LS	Two (2) Volusion Expert 22 Ultrasound Systems for the Jackson Medical Group Highland BLD	102354692 CAP	3 Years	\$293,900	03-10-25	JMH Highland BLD		x
GE Medical Systems Ultrasound Primary Care Diagnostics, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	XR0918	GPO-25-25002-LS	Two (2) Volusion Expert 22 Ultrasound Systems for the Jackson Medical Group Maternal-Fetal Medicine Center Kendall	102474128 CAP	3 Years	\$293,900	03-21-25	JMG - Maternal-Fetal Medicine Kendall		x
GE Medical Systems Ultrasound Primary Care Diagnostics, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	XR0918	GPO-25-25031-AW	Ultrasound Logic E10 for the Jackson Ultrasound Dept.	301662134 CAP	3 Years	\$121,304	03-31-25	Ultrasound Dept.		x
Genesis Automation USA, Inc.	Non-SBE			Bid Waiver		BW-24-23554-LS	Genesis Automation Clinical Supply Chain Management System for JMH and JSMC - mod. 1	100739823 CAPS	1 Year w/4 OTRs of 1 year each	\$84,000	03-05-25	Central Supply Therapeutic		x
Gerflor USA, Inc.	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-25-24834-JB	Owner's Direct Purchase of flooring materials for the ED Expansion project	102213953 ODP	One Time	\$649,866	02-27-25	Facilities, Design and Construction		x
Germfree Laboratories, Inc	Non-SBE	White	Male	Standardization Bid Waiver	Standardization	BW 25-25023-AW	Six-foot (6') Laminar Flow Glovebox	101937516 CAP	Capital Purchase	\$41,426	02-06-25	Pharmacy		x
GFS Consulting, Inc.	Non-SBE	White	Male	Bid Waiver		BW-25-25400-CW	Test and balance services for Non-Patient Clean and Utility Rooms at Jackson Memorial Medical Center	101996425 SERV	One Time	\$24,840	03-18-25	Engineering Services		
Healthcare Compliance, Inc.	Non-SBE			Bid Waiver		BW-24-24822-JB	Annual medical gas inspections for 2025 at Jackson Memorial Medical Center	102399280 SERV	One Time	\$84,666	03-18-25	Engineering Dept.		x
Helmer, Inc (dba Helmer Scientific)	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE3342	GPO-25-25215-KYD	Medical grade refrigerator for the Jackson Main Transfusion Services department	102472629-0-CAP 102132774-0-CAP	One Time	\$41,041	03-21-25	Transfusion Services		x
Hill-Rom Company, Inc	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE3377	GPO-25-25531-CM	ICU recliner chairs for Jackson North Medical Center	301632310 CAP	5 Years	\$31,577	03-24-25	JNMC Plant Operations Dept.		x
Hobart Corp. ITW Food Equipment Group, LLC	Non-SBE			Bid Waiver		BW-24-22701-SW	Professional service agreement for annual maintenance and repairs of food and refrigeration equipment for specified equipment at Jackson Memorial Medical Center	101993745 SERV	3 Years	\$573,053	02-12-25	Jackson Memorial Medical Center		x
Hologic, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Sole Source Bid Waiver	Sole Source	BW-25-25212-KYD	Fluent Pro System for the Jackson North Surgery Separate Dept.	301141927-0-CAP	Capital Purchase	\$17,500	03-19-25	JNMC Surgery Separate Dept.		x
Hotwire Communications, Ltd.	Non-SBE			Legacy		LG-25-25445-SB	3G DIA service renewal	PO# 102013771	2 Years	\$31,980	02-14-25	Network Support		x
Huntington Technology Finance	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy		LG-20-183229-LK	OmniceII automated medication dispensing cabinets for the Jackson North Medical Center Emergency Pharmacy Dept.	301023187 CAP		\$42,977	02-05-25	JNMC Pharmacy Dept.		x

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Vendor Name	SBE Status	Ethnicity	Gender	Method of Procurement	Source Contract / Contract Number	Project Number	Solicitation (Description)	PO Number	Current Term of Contract	Contract Value	Date Completed	Department	SBE Measure	Inaccessible Spend
ICU Medical Sales, Inc.	Non-SBE	Shareholder owned	Shareholder owned	GPO	IV0156	GPO-25-25329-AC	Epidural pumps for the Operating Room at Jackson Memorial Hospital	PO# 102062503	One Time	\$19,697	02-27-25	Main Operating Room		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	PSA Agreement 7.28.22-7.28.25 / Vizient CE2605	LG-25-25527-CM	Furnish and installation of nurse call system at Jackson North Medical Center 5th floor	301574964 CAPS	3 Years	\$251,772	03-18-25	JNMC Plant Maintenance Dept		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE2605	GPO-23-22976-SPA	Nurse call installation project at West Wing 4, 5, 6 and 7 - change order 2	100404384 CAPS	3 Years w/2 OTRs of 1 year each	\$1,640	03-27-25	Engineering Dept.		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	PSA Agreement 7.28.22-7.28.25 / Vizient CE2605	LG-22-20747-KR	Novus Connect Master Nurse Call console replacement for Jackson North Medical Center	301361655 SERV	3 Years	\$11,550	02-21-25	JNMC Plant Maintenance Dept		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	LG-22-20747-KR	LG-24-23531-CL	Blanket PO for as needed nurse call repairs at Jackson Memorial Medical Center	100952819 SERV	3 Years	\$50,000	03-13-25	Engineering Dept.		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	PSA Agreement 7.28.22-7.28.25 / Vizient CE2605	LG-24-25528-CM	Nurse call parts including pull station pillow speakers, adapters, etc. for the Engineering Storeroom	102461986 SERV	3 Years	\$11,150	03-24-25	Engineerig Dept.		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	PSA Agreement 7.28.22-7.28.25 / Vizient CE2605	LG-25-25299-CM	NOVUS Connect Master Nurse Call console for West Wing 12	PO# 101985007	3 Years	\$11,305	02-05-25	Facilities, Design and Construction		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	PSA Agreement 7.28.22-7.28.25 / Vizient CE2605	LG-25-25301-CM	Installation of a second NOVUS Connect Master Nurse Call console in West Wing 12	PO# 102003939	3 Years	\$13,053	02-07-25	Facilities, Design and Construction		x
IdeaCom Healthcare Communications of Florida, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	PSA Agreement 7.28.22-7.28.25 / Vizient CE2605	LG-25-25526-CM	Furnishing and installation of Nurse Call System at East Tower 4A	102375515 CAPS	3 Years	\$46,257	03-12-25	Engineering Dept.		x
Inari Medical, Inc.	Non-SBE			Bid Waiver		BW-24-23379-LM	FlowTrier and Clot Retriever for Interventional Radiology	PO# 100934509	3 Years w/2 OTRs	\$1,129,200	02-06-25	Interventional Radiology		x
Infor (US), LLC	Non-SBE			Legacy		LG-25-25467-SB	Infor Workforce Management SAAS	PO# 102555183	5 Years	\$3,002,500	03-31-25	Core Business System		x
Innovative Product Achievements, LLC (dba IPA, LLC)	Non-SBE	Shareholder Owned	Shareholder Owned	Standardization Bid Waiver	Standardization	BW-25-24990-LS	IPA Scrubex MV dispenser/receiver for JHS Hospitalist Nursing	102188280 CAP	Capital Purchase	\$73,554	02-25-25	JHS Hospitalist Nursing		x
Johnson and Johnson Health Care Systems, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7643	GPO-25-25446-SB	Ethicon handpieces blue and grey	PO# 400390449	3 Years	\$12,530	02-07-25	JWMC Central Sterile		x
Johnson and Johnson Health Care Systems, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Physician Preference Bid Waiver	Physician Preference	BW-20-18482-JM	DePuy Synthes Spine supply agreement - modification no. 9 extending contract for one year	As Ordered	1 Year	\$0	02-24-25	Perioperative Services		x
KARL STORZ Endoscopy-America, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7346	GPO-25-24997-LS	Laparoscopic video tower for the Main Operating Room at Jackson Memorial Hospital	102435151 CAP	5 Years	\$29,666	03-25-25	Main Operating Room		x
KARL STORZ Endoscopy-America, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-23067-PR	Repair for Flexible Video Cystoscope at Jackson West Medical Center	PO# 400407425	One Time	\$20,326	03-04-25	JWMC OR Dept.		x
Katena Products, Inc.	Non-SBE			Bid Waiver		BW-25-25326-AC	Instrument trays for Opthamology cases	PO# 102170622 102170621 102144952 102171225 102171224	One Time	\$44,615	03-05-25	Main Operating Room		x
Kent Security Services	Non-SBE			Piggyback	ITB 23-92121500-ITB (State of Florida solicitation)	PB-24-25067-IS	Security services for the Plantation Transplant Administration Dept.	100419607 SERV	4 months	\$15,000	02-12-25	Transplant Administration		

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KLS Martin L.P.	Non-SBE			Bid Waiver		BW-23-23098-JM	CFM implants for Jackson Memorial Hospital	PO# 100886395	One Time	\$23,785	03-12-25	Main Operating Room		x
KLS Martin L.P.	Non-SBE			Bid Waiver		BW-25-25335-AC	CFM custom implant for Jackson Memorial Hospital	PO# 200462670	One Time	\$13,509	03-05-25	Main Operating Room		x
KLS Martin L.P.	Non-SBE			Bid Waiver		BW-25-25337-AC	CFM implants for Jackson Memorial Hospital	PO# 102306448	One Time	\$10,589	03-06-25	Main Operating Room		x
KLS Martin L.P.	Non-SBE			Bid Waiver		BW-25-25339-AC	CFM custom implants for Jackson South Medical Center	PO# 200463512	One Time	\$19,640	03-12-25	JSMC Operating Room		x
Lantheus Medical Imaging, Inc.	Non-SBE			GPO	XR055	GPO-25-24759-LDL	Definity Vials Injectable Contrast Media solutions	200093979 SERV	1 Year	\$150,000	02-21-25	JSMC Pharmacy Dept.		x
Lehman Pipe and Supply Broward, LLC (dba Lehman Pipe and Supply)	Non-SBE	White	Female	Request for Proposal	RFP-15-13736-TC	RFP 15-13736-TC	Owner's Direct Purchase of pipes, valves, and fittings for the ED Expansion project - change order 1 to increase funds for additional materials	100707329 ODP	One Time	\$104,260	03-12-25	Facilities, Design and Construction		x
Linet Americas, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LC68865 PC-CE85	GPO-25-25395-JT	Nursing air mattresses for the Long Term Care facility	PO# 101996821	One Time	\$17,430	02-05-25	JMH HRHC Administration		x
Linet Americas, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	Partners Contract No. PC-CE85	GPO-25-25001-LS	Two (2) AVE2 Labor and Delivery beds for Jackson North Medical Center's Labor and Delivery Dept.	301602586 CAP	3 Years	\$31,500	03-20-25	JNMC Labor and Deliver Dept.		x
marKey Life Safety, LLC	SBE	Other	Male	Standardization Bid Waiver	Standardization	BW-25-22120-HO	Fire and Smoke Door survey inspection at Jackson West Medical Center	400415698 SERV	One Time	\$12,250	03-19-25	Jackson West Medical Center		
MedAssets Perfomance Management (Vizient, Inc.)	Non-SBE	Shareholder owned	Shareholder owned	Bid Waiver		BW-23-20812-MR (RFP 10-5140)	Vizient Procedural Analytics SOW Amendment	100634644 SERV	4 Years	\$0	02-27-25	Supply Chain (VAT)		x
MedAssets Perfomance Management (Vizient, Inc.)	Non-SBE	Shareholder owned	Shareholder owned	Bid Waiver		BW-24-53055-MR (RFP 10-5140)	Vizient Operational Date Base implementation and services - amendment adding additional locations and DSS services	101200904 SERV	4 Years	\$307,079	02-18-25	Executive Office		x
Medline Industries, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LC03111	GPO-25-23918-RJ	Thirty-five (35) stainless steel 6 legs heavy-duty IV poles for Jackson South Medical Center's Tower 3 IVS Unit	PO# 200458605	One Time	\$26,625	02-12-25	JSMC Tower 4 IVS Unit		x
MedSleuth, Inc.	Non-SBE			Legacy		BW-13-23102-JM	BREEZE Transplant Application services	PO# 100417894	2 Years w/3 OTRs	\$485,700	03-28-25	Miami Transplant Institute		x
Medtronic Sofamor Danek USA, Inc.	Non-SBE			Physician Preference Bid Waiver	Physician Preference	BW-21-20632-JM	Spine and orthobiologic implants purchase agreement	As Ordered	3 Years w/2 OTRs	\$0	02-19-25	Perioperative Services		x
Medtronic USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Physician Preference Bid Waiver	Physician Preference	BW-24-24578-JM	Sensing Deep Brain Stimulator Neuromodulation System for Jackson Memorial Hospital	As Ordered	3 Years	\$2,276,271	02-07-25	Neurosurgery Service Dept.		x
Medtronic USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-25021-AW	Support service agreement for seven (7) Nim 3.1 systems	101977920 SERV	4 Years 4 months	\$147,320	03-21-25	Biomedical Engineering		x
Medtronic USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-25236-MS	Two (2) PillCam recorders and components for Jackson North Medical Center's Endoscopy Dept.	301607381 CAP	Capital Purchase	\$27,936	03-26-25	JNMC Endoscopy Dept.		x
Medtronic USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Sole Source Bid Waiver	Sole Source	SS-25-24581-JM	SynchroMed III intrathecal drug delivery system and related consumables	As Ordered	2 Years	\$249,000	02-26-25	Neurosurgery Service Dept.		x
Medtronic USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Physician Preference Bid Waiver	Physician Preference	BW-21-20618-JM	Neurovascular RIST purchase agreement	As Ordered	1 Year	\$2,559,851	03-12-25	Interventional Radiology		x
Medtronic USA, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Standardization Bid Waiver	Standardization	BW-24-23135-JM	Aquamantys product purchase agreement - modification no. 1 to add funds	As Ordered	3 Years w/2 OTRs	\$1,361,001	03-06-25	Perioperative Services		x

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MEP Supply Corp.	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-25-24839-JB	Owner's Direct Purchase of piping materials for the ED Expansion Project	102464977 ODP	One Time	\$60,349	03-26-25	Facilities, Design and Construction		x
Miami Office Furniture Brokers, LLC	SBE	Hispanic	Female	Request for Quotes		RFQ-25-25386-IS	Furniture for the Lobby of Jackson's AIDS Network Unit	PO# 102542057	One Time	\$12,564	03-31-25	AIDS Network		
MicroGenDx	Non-SBE			Bid Waiver		BW-25-23040-PR	Bacterial identification sequencing technology	PO# 101719897	2 Years	\$50,000	02-27-25	Core Lab		x
Microsoft Corp.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	State of Florida Contract No. 43230000-15-01	LG-25-25464-SB	Annual renewal of Premier Support Services	PO# 102487307	1 Year	\$388,225	03-24-25	System Admin. & Data Ctr. Eng.		x
Microtransponder	Non-SBE			Bid Waiver		BW-23-23113-JM	VNS implant	PO# 102079795	One Time	\$36,000	03-06-25	Main Operating Room		x
Microvention, Inc.	Non-SBE			Sole Source Bid Waiver		SS-20-18072-JM	Neuroendovascular therapy products and related accessories	As Ordered	2 Years w/3 OTRs	\$362,279	03-15-25	Neuro Interventional Radiology		x
Mitaka USA, Inc.	Non-SBE			Bid Waiver		BW-25-25398-JT	Service agreement for the MM90 microscope	PO# 102439171	1 Year	\$25,600	03-20-25	Biomedical Engineering		x
National Cleaning Contractors USA	SBE	Hispanic	Male	Piggyback	Contract #EVN0003576	PB-25-23050-PR	Janitorial services for the Urgent Care Centers in Cutler Bay, Country Walk, Doral and Keystone Point	PO# 101994125	One Time	\$80,299	03-19-25	UCC Country Walk		
Natus Medical, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-24988-LS	RetCam Envision Ophthalmic Imaging System for the Main Operating Room	102124962 CAP	Capital Purchase	\$132,485	02-19-25	Main Operating Room		x
Neurology Mobile Systems Associates, Inc.	Non-SBE	Hispanic	Male	Standardization Bid Waiver	Standardization	BW-21-20334-CS	EEG diagnostic testing services - mod. No. 7 - adding funds to cover outstanding invoices and extending current term for 2 additional months	PO# 200391278	3 Years w/2 OTRs	\$30,500	03-14-25	JSMC Interventional Radiology		x
New Florida Upholstery, Inc	SBE	Hispanic	Male	Request for Quotes		RFQ-25-25357-IS	Reupholstery of chairs at Jackson's Breast Health Center	101986749 SERV	One Time	\$14,525	02-05-25	Breast Health Center		
Ohio Medical Corporation	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	MS5002	GPO-25-24989-LS	Flowmeters, regulators and accessories for Jackson Memorial Hospital	102132773 CAP	8.5 Years	\$81,937	02-24-25	Surgical Administration		x
Olympus America, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7341	GPO-25-24777-LDL	Endoscopy medical supplies and accessories for Jackson North Medical Center's Sterile Processing Dept.	PO# 301638120 301638121 301638122	One Time	\$15,947	03-31-25	JNMC Sterile Processing Dept.		x
Olympus America, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7341	GPO-25-25209-KYD	Two (2) ERCP scopes for the Jackson Memorial GI Station	PO# 101923648	5 Years	\$105,890	02-07-25	GI Station		x
Olympus America, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7341	GPO-25-25210-KYD	GI therapeutic cart and supporting parts for the Jackson Memorial GI Station	101923649-0-CAP	5 Years	\$139,081	02-14-25	GI Station		x
Olympus America, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7341	GPO-25-25211-KYD	Adult Colonoscope for the Jackson Memorial GI Station	102117107-0-CAP	5 Years	\$26,890	02-19-25	GI Station		x
OmniceIl, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7134	GPO-25-25029-AW	OmniceIl cabinets for Turner Guilford Knight Center Pharmacy, Jackson North Pharmacy and Jackson Memorial Hospital's Pharmacy	101199394 CAP 102435651 SERV	10 Years	\$409,657	03-27-25	Pharmacy		x
OmniceIl, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy	GPO-CE7134 Omnicell Pharmacy Automation	LG-24-24739-LDL	Advantage Support service agreement renewal for Jackson North Medical Center	300381788 SERV	1 Year	\$24,492	03-17-25	JNMC Materials Management Dept.		x
OmniceIl, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy		LG-25-21864-LK	Master Agreement for Pharmacy renewal - amendment 10 to extend contract	N/A	3 Years	\$0	02-21-25	Pharmacy		x
Optimum Healthcare IT, LLC	Non-SBE			Bid Waiver		BW-25-25186-SB	Data and Analytics Governance advisor	PO#101987687	4 Years	\$77,500	02-18-25	DSS		x
Organ Recovery Systems, Inc.	Non-SBE			Bid Waiver		BW-24-23609-LS	Lifeport Kidney Transporter supplies price agreement	As Ordered	3 Years	\$3,264,351	03-31-25	Transplant Donor Desk		x

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OrganOx, Inc.	Non-SBE			Bid Waiver		BW-23-23062-GP	Liver Perfusion services and equipment	PO# 100719454	2 Years	\$0	02-13-25	Transplant Department		x
Owens & Minor, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	D110MS	GPO-D110MS-PE	Distribution of medical surgical supplies and equipment - mod. 10 adding PANDAC service for JMH, JNMC and KWMC	PO# 102016816 200457640 400390534	5 Years	\$378,880	02-14-25	JMH OR, Labor and Delivery, Trauma JSMC CSS, OR and Trauma JW Surgery		x
Permit Consultant, Inc.	Non-SBE			Bid Waiver		BW-25-22119-HO	Employee Health and Employee Service Center relocation - change order 2 - permit plan revisions	100404882 CAPS	One Time	\$1,200	03-19-25	Facilities, Design and Construction		
Philips North America, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	Legacy		LG-23-23525-KYD	NIMS service agreement	100590221 SERV 301363720 SERV 400397961 SERV	4 Years 6 months	\$592,819	02-21-25	Biomedical Engineering		x
Plant Professionals, Inc.	SBE	White	Male	Emergency		EMER-25-2218-HO	Emergency tree removal services at Jackson North Medical Center	301547902 EMER	One Time	\$12,000	03-13-25	JNMC Plant Maintenance Dept		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	56120000-24-NY-ACS	PB-25-25302-CM	Furniture and installation for DTC 2 Pedi Friendly Imaging project	102112580 SERV	4 Years	\$13,448	02-19-25	Radiology Administration		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	State of Florida Contract #56120000-24-NY-ACS	PB-25-25292-CM	Staff lounge furniture	PO# 101977523	1 Year	\$12,568	02-03-25	Transfusion Services		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	5612000-24-NY-ACS	PB-25-25379-IS	Visitor's chairs for West Wing 11 at Jackson Memorial Hospital	102468932 CAPS	One Time	\$15,298	03-20-25	Medical Administration		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	5612000-24-NY-ACS	PB-25-25380-IS	Visitor's chairs for West Wing 7 at Jackson Memorial Hospital	102469880 CAPS	One Time	\$16,172	03-20-25	Medical Administration		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	5612000-24-NY-ACS	PB-25-25381-IS	Furniture for the Pedi Cardiology Dept.	102470539 CAPS	One Time	\$19,149	03-20-25	Pedi Cardiology		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Request for Quotes		RFQ-25-25374-IS	Recliners for West Wing 6th floor	102220066 CAPS	One Time	\$74,313	03-03-25	Medical Administration		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	Contract #PQ896.A.000; Wieland Agreement #CE3389	PB-24-24716-CM	East Tower PEDI Hybrid OR furniture - change order 2 for four (4) additional stools	100919889 CAPS	5 Years	\$2,691	03-13-25	Facilities, Design and Construction		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Piggyback	5612000-24-NY-ACS	PB-25-25530-CM	Project furniture package for ED Expansion project	102513093 CAPS	4 Years	\$339,822	03-24-25	Facilities, Design and Construction		
Pradere Manufacturing Corp. (dba Pradere Designer Workspaces)	SBE	Hispanic	Female	Request for Quotes		RFQ-25-25352-IS	CCL and CCU Waiting Room furniture - change order	101857371 CAPS	One Time	\$1,122	02-26-25	Coronary Care Unit		
Procept Biorobotics Corp.	Non-SBE			Bid Waiver		BW-24-23574-LS	AquaCare post warranty services for the Aquabeam Robotic System at Jackson West Medical Center	40039318 SERV	4 Years w/2 OTRs of 1 year each	\$160,000	02-20-25	JWMC OR Dept.		x
Procept Biorobotics Corp.	Non-SBE			Sole Source Bid Waiver	Sole Source	SS-21-20617-JM	Consumables from Procept Biorobotics for minimally invasive surgical procedures at Jackson North and Jackson West Medical Centers	As Ordered	1 Year	\$506,590	03-31-25	JN & JW Surgery Dept.		x

Public Health Trust / Jackson Health System
Awarded Goods and Services Contracts
February 1 - March 31, 2025

Vendor Name	SBE Status	Ethnicity	Gender	Method of Procurement	Source Contract / Contract Number	Project Number	Solicitation (Description)	PO Number	Current Term of Contract	Contract Value	Date Completed	Department	SBE Measure	Inaccessible Spend
Procept Biorobotics Corp.	Non-SBE			Sole Source Bid Waiver		SS-21-20617-JR	Probe for Jackson North Medical Center's Surgical Dept.	PO# 301417467	One Time	\$17,500	02-28-25	JNMC Surgical Dept.		x
ProVation Medical, Inc	Non-SBE	Shareholder Owned	Shareholder Owned	Piggyback		PB-15-13674-MR	Provation medical licenses software, support and maintenance and implementation services - mod. No. 7 to extend the contract	301070211 SERV 101783547 SERV 400373235 SERV 200457332 SERV 101947319 SERV	1 Year	\$152,107	03-04-25	JN Endoscopy Pedi Special Procedures Room JW GI Station JS Surgery Unit JM Adult GI		x
Q-Centrix, Inc.	Non-SBE			Standardization Bid Waiver	Standardization	BW-18-16485-JM	Registry abstraction and data management solution services	PO# 200093857 (JSMC Trauma) 300032568 (JNMC) 400021713 (JWMC) 100420881 (JMH)	1 Year w/3 OTRs	\$607,901	03-19-25	Quality Dept.		x
Quest Diagnostics Clinical Laboratories, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0593	GPO-18-15684-AH	Referrral lab testing - modification 7 adding funds and 3rd party billing for JMH -	100416564 SERV (8113981-0-SERV) JMH 200093196 SERV (8202107-0-SERV) JSMC 300032503 SERV (8303166-0-SERV) JNMC 400021746 SERV (813000103-0-SERV) JWMC	85 months	\$4,282,044	02-26-25	General Services (Main) Laboratory (South) Clinical Lab (North) Laboratory (Jackson West)		x
Replay Systems, Inc.	Non-SBE			Piggyback	GSA Contract # GS-35F-513AA	PB-25-25232-MS	Calibre Core software and hardware components	102081736 CAPS	180 months	\$85,497	02-24-25	Network Support		x
Rexel USA, Inc. (dba Gexpro)	Non-SBE	Shareholder owned	Shareholder owned	Request for Proposal	RFP 15-13736-TC	RFP-24-23530-CL	Owner's Direct Purchase of electrical color wire for the ED Expanion project - change order 3	100951862 ODP	One Time	\$675,450	03-19-25	Facilities, Design and Construction		x
Rexel USA, Inc. (dba Gexpro)	Non-SBE	Shareholder owned	Shareholder owned	Request for Proposal	RFP 15-13736-TC	RFP-24-24810-JB	Owner's Direct Purchase of ATS switches, manholes, handholes, and switchgear for the ED Expansion Project - change order 1 to increase funds for additional materials	101244224 ODP	One Time	\$41,788	03-10-25	Facilities, Design and Construction		x
RJ Lee Group, Inc.	Non-SBE	White	Male	Bid Waiver		BW-25-25358-IS	Wipe sampling and lab analysis	102187821 SERV	6 months	\$39,725	02-25-25	Security Env Health Safety Unit		x
Roche Diagnostics	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0142	GPO-25-23054-PR	EBV, CMV PCR reagents	PO# 102005111 102004707	One Time	\$118,939	02-06-25	Microbiology Dept.		x
Roche Diagnostics	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0142	GPO-25-23070-PR	EBV, CMV PCR reagents	PO# 102293685 102294783	One Time	\$164,742	03-05-25	Microbiology Dept.		x
ScriptPro USA, Inc	Non-SBE	White	Male	Legacy		LEGACY-16-14430-LK	Outpatient Pharmacy software, hardware and robotics	100421363 SERV	5 Years	\$32,450	02-26-25	Pharmacy		x
Security 101 Holdings, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver	Standardization	BW-25-22703-SW	East Tower and Central Building - Phase 4 Access Control Door conversions	102294794 SERV	5 Years	\$112,592	03-10-25	Security Services	3.5% Subcontractor Goal	x
Shared Imaging, LLC	Non-SBE	White	Male	GPO	XR063	GPO-25-24762-LDL	Rental of a Siemens 1.5T MAGNETOM Aera MRI System in a parked medical coach at Jackson North Medical Center	301208373 SERV	8 months	\$579,420	03-04-25	JNMC Plant Operations Dept.		x
SHI International Corp.	Non-SBE	Other	Female	Legacy		LG-25-25451-SB	Renewal of Microsoft Enterprise licenses	PO# 102117413 102117415	3 Years	\$6,219,241	02-20-25	System Admin. & Data Ctr. Eng.		x

The collection of demographic data is based on voluntary information provided and/or entered by prime vendors.

Public Health Trust / Jackson Health System
Awarded Goods and Services Contracts
February 1 - March 31, 2025

Vendor Name	SBE Status	Ethnicity	Gender	Method of Procurement	Source Contract / Contract Number	Project Number	Solicitation (Description)	PO Number	Current Term of Contract	Contract Value	Date Completed	Department	SBE Measure	Inaccessible Spend
Siemens Healthcare Diagnostics, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0892	GPO-25-24995-LS	Two (2) PFA-100 Analyzers for the Core Lab at Jackson Memorial Hospital	102362566 CAP	5 Years	\$25,534	03-11-25	Core Lab		x
Siemens Healthcare Diagnostics, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LB0982	GPO-25-23063-PR	Blood gas analyzers for the Core Lab Dept.	102518249 SERV	5 Years	\$18,040	03-24-25	Core Lab		x
Sodexo America, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	Request for Proposal		RFP-21-18343-LK	Environmental management services and janitorial services - mod. 8 Living Wage increase		3 Years w/2 OTRs of 2 years each	\$22,870	02-21-25	EVS	10.9% Subcontractor Goal (Group A) / 14.5% Subcontractor Goal (Group B)	x
SodexoMAGIC, LLC	Non-SBE	Black	Male	Bid Waiver		BW-24-23575-LS	Food and nutrition management services	100422680 SERV (JMH) 300034036 SERV (JNMC) 200094712 SERV (JSMC) 100422682 SERV (BH) 101973804 SERV (Community Mental Health) 100422683 SERV (Perdue) 100422684 SERV (LTCC) 400022037 SSERV (JWMC)	5 Years w/2 OTRs of 2 years each	\$87,756,105	02-12-25	Enterprise-Wide	15.2% Subcontractor Goal	x
Sonomed, Inc.	Non-SBE			Bid Waiver		BW-25-24986-LS	Ophthalmic Ultrasound VUPAD B/UBM/A system with accessories for the Main Operating Room	102058172 CAP	Capital Purchase	\$39,245	02-12-25	Main Operating Room		x
Southern Medical Systems	Non-SBE			Sole Source Bid Waiver	Sole Source	BW-25-25394-JT	Critical unit dosing supplies, materials, and services for the Pharmacy departments packaging automation	PO# 102294236	3 Years	\$75,000	03-25-25	Pharmacy		x
Staffbase Canada Systems, Inc.	Non-SBE			Bid Waiver		BW-25-25100-IS	Employee email onboarding	101743861 SERV	1 Year	\$27,286	02-03-25	Communications and Outreach		x
Stan Weaver & Company, Inc.	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-24783-JB	Owner's Direct Purchase AIR devices and FSD for ED Expansion project - change order 2 to add funds for sound attenuators	100919890 ODP	One Time	\$26,340	03-05-25	Facilities, Design and Construction		x
STERIS Corp.	Non-SBE	Shareholder Owned	Shareholder Owned	Sole Source Bid Waiver	Sole Source	BW-25-24844-JB	Replacement of two (2) Steris 510K Certified sterilizer steam producing generators at Jackson West Medical Center	400423897 CAPS	One Time	\$113,215	03-31-25	Biomedical Engineering		x
Stryker Sales, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	LC72577	GPO-25-25827-AC	Cranialmaxillofacial implants to be used on a surger on Febraury 26	PO# 102174571	One Time	\$16,273	02-24-25	Main Operating Room		x
Stryker Sales, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE7343	GPO-25-25332-AC	Instruments for CSS trays	PO# 101803169	One Time	\$11,618	02-27-25	Main Operating Room		x

Public Health Trust / Jackson Health System
Awarded Goods and Services Contracts
February 1 - March 31, 2025

Vendor Name	SBE Status	Ethnicity	Gender	Method of Procurement	Source Contract / Contract Number	Project Number	Solicitation (Description)	PO Number	Current Term of Contract	Contract Value	Date Completed	Department	SBE Measure	Inaccessible Spend
Surfacide, LLC	Non-SBE			GPO	EV1023	GPO-25-24999-LS	Three (3) HELIO Automated UV-C Triple Emitter Decontamination system for the Biomedical Engineering Dept.	102456838 CAP	3 Years	\$287,250	03-19-25	Biomedical Engineering		x
Sysmex America, Inc.	Non-SBE			GPO	LB0853	GPO-25-23051-PR	BeyondCare Remote equipment for Jackson West Medical Center	PO# 400388861	One Time	\$58,567	02-12-25	JWMC Biomedical Dept.		x
Taylor Healthcare	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	BP0285	GPO-25-24775-LDL	Renewal of Forms on Demand service used in the Jckson Memorial Hospital OR Dept.	102479100 SERV	1 Year	\$15,000	03-21-25	JMH Anesthesia Dept.		x
TB&A Hospital Television, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	CE2793	GPO-25-22114-HO	LG 43" 4K LED TVs and wall mounts	PO# 102267549	5 Years	\$15,014	03-04-25	Engineering Services		x
The Chartis Group	Non-SBE			Bid Waiver		BW-25-25353-LG	Clinical Documentation Integrity (CDI) assessment and design and delivery of CDI and Utilization Review (UR) education services	PO# 102289419	1 Year w/1 OTR of 1 year	\$405,000	03-05-25	Executive Office and Revenue Cycle		x
The SSI Group, LLC	Non-SBE			Legacy		LG-20-12436-LK	Claim Director Service	100418892 SERV	5 Years	\$169,905	03-18-25	Revenue Cycle Management		x
Thermacor Process, Inc.	Non-SBE			Request for Proposal	RFP 15-13736-TC	RFP-24-23489-CL	Owner's Direct Purchase of piping materials and accessories for ED Expansion Project - change order 1	100802271 ODP	One Time	\$24,496	03-26-25	Facilities, Design and Construction		x
Thermo Fisher Scientific	Non-SBE			GPO	D300LA	GPO-25-25356-IS	Radiation exposure monitoring unit	PO# 101982524	One Time	\$17,200	02-18-25	Disaster and Emergency Preparedness		x
Transonic Systems, Inc.	Non-SBE			Bid Waiver		BW-25-24991-LS	Flowmeters, regulators and accessories for Jackson Memorial Hospital	102268329 CAP	Capital Purchase	\$22,625	03-07-25	Main Operating Room		x
Unify, Inc.	Non-SBE			Legacy	NASPO #43220000-NASPO-19-ACS	LG-25-25306-CM	OpenScape Enterprise V11 expansion at NODE C Site ACC-East and ACC-West	102308576 SERV	3 Years	\$241,468	03-12-25	Ambulatory Services		x
Unify, Inc.	Non-SBE			Piggyback	4332000-NASPO-19-ACS	PB-24-24703-CM	IT equipment installation at MTI's Communication Desk - change order 1	100864235 CAPS	4 Years	\$21,766	03-21-25	Transplant Administration		x
US Med-Equip, LLC	Non-SBE			GPO	CE7782	GPO-24-24757-LDL	Additional funding for monthly rental of Vyaire Medical BV 1000 ventilator	100422205 SERV	1 Year	\$60,785	02-24-25	JMH Respiratory Therapy Dept.		x
Verathon, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver	Partner's Contract MS573B	BW-25-24992-LS	Glidescope for the Jackson South Medical Center South Tower ICU Central Station	200462659 CAP	Capital Purchase	\$17,263	03-07-25	JSMC South Tower ICU Central		x
Veritiv Operating Company	Non-SBE			GPO	FM0323	GPO-25-24830-JB	Cleaning equipment for the Housekeeping Dept.	102079412 CAP	7 Years	\$35,162	02-21-25	Housekeeping Dept.		
Veritiv Operating Company	Non-SBE			GPO	FM0323	GPO-25-24831-JB	Cleaning equipment for the Behavioral Health Dept.	102183016 CAP	7 Years	\$32,701	02-25-25	Behavioral Health Hospital		
W.W. Grainger, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	FM0020	GPO-21-19153-KG	Keepstock MRO Inventory Management services - change order 3 to increase funds and renew agreement	100420186 SERV	4 Years	\$115,000	02-12-25	Engineering Services		
W.W. Grainger, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	FM0020	GPO-25-25397-CW	Misc. MRO parts and supplies for Engineering Dept.	PO# 101996423	5 Years w/2 OTRs	\$12,084	02-07-25	Engineering Services		
W.W. Grainger, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	GPO	FM0020	GPO-25-25402-CW	HEPA and various air filters for Jackson South Medical Center	PO# 200461592	5 Years w/2 OTRs	\$20,722	02-27-25	JSMC Engineering Services		
Werfen USA, LLC	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-25-25233-MS	Six (6) GEM Hemochron 100 instruments for the Jackson Main Operating Room	102379501 CAP	Capital Purchase	\$51,000	03-19-25	Main Operating Room		x

Public Health Trust / Jackson Health System
Awarded Goods and Services Contracts
February 1 - March 31, 2025

Vendor Name	SBE Status	Ethnicity	Gender	Method of Procurement	Source Contract / Contract Number	Project Number	Solicitation (Description)	PO Number	Current Term of Contract	Contract Value	Date Completed	Department	SBE Measure	Inaccessible Spend
Witt/Kieffer, Inc.	Non-SBE	Shareholder Owned	Shareholder Owned	Bid Waiver		BW-23-24086-NB	Executive recruitment services	PO# 100602303	2 Years w/2 OTRs	\$148,900	02-04-25	Human Resources		x
WrkLab, Inc	Non-SBE	Hispanic	Male	GPO	CE3376	GPO-25-25532-CM	Interior furniture for Behavioral Health	102535339 CAPS	2 Years	\$62,346	03-26-25	Behavioral Health Hospital		
WrkLab, Inc	Non-SBE	Hispanic	Male	Piggyback	56120000-24-NY-ACS	PB-25-23072-PR	Twenty-two (22) chairs for the PFS PAS Emergency Dept. at Jackson Memorial Medical Center	PO# 102390125	One Time	\$14,078	03-13-25	PFS PAS Emergency Services Dept.		
WrkLab, Inc	Non-SBE	Hispanic	Male	Piggyback	56120000-24-NY-ACS	PB-25-25101-IS	Furniture to complete a workstation at Behavioral Health	PO# 101744532	One Time	\$10,944	02-27-25	MH Materials Management		
WrkLab, Inc	Non-SBE	Hispanic	Male	Piggyback	53120000-24-NY-ACS	PB-25-25359-IS	Mirra chairs for West Wing 11 at Jackson Memorial Hospital's Medical Administration Dept.	102061363 CAPS	One Time	\$15,620	02-12-25	Medical Administration		
WrkLab, Inc	Non-SBE	Hispanic	Male	Piggyback	56120000-24-NY-ACS	PB-25-25365-IS PB-25-25366-IS	Furniture for Trauma 4A and 4B renovation	PO# 102130689 102130690	One Time	\$370,543	03-07-25	Trauma Administration		
WrkLab, Inc	Non-SBE	Hispanic	Male	Piggyback	56120000-24-NY-ACS	PB-25-25384-IS	Classroom furniture for Behavioral Health	102533475 CAPS	One Time	\$21,669	03-25-25	Behavioral Health Hospital		

G&S BUSINESS OUTREACH AND EDUCATION REPORT

Internal Services Department
Small Business Development (SBD)
Small Business Enterprise – Goods & Services
Business Outreach and Education Section
February 1, 2025 to March 31, 2025

		Total for Period	YTD Total
Activity	Assistance Provided to Small Business Enterprise-Goods & Services Program		
1	Certification Assistance	120	413
2	Needs Assessment Meetings (NAMS)	19	35
3	Technical Assistance	187	613
4	Payment Issues	7	27
4.1	Payment Issues Related Dollars **	\$190,469	\$310,727
5	Prompt Payment Issues	13	39
5.1	Prompt Payment Related Dollars **	\$69,964	\$1,969,817
6	Contract Issues (Non-dollar related)	7	9
7	Contact with SBE-Goods & Services Firms (emails highlighting contract opportunities)	982	2,359

		Total for Period	YTD Total
Activity	Training, Education and Outreach Activities		
1	Small Business Development (sponsored) Workshops and Forums	4	9
1.1	Number of Attendants	180	479
2	Partnership Workshops & Forums	15	26
2.1	Number of Firms (with whom contact was made)	467	877
Activity	Technical Training & Development Workshops		
3	Tier & Preference Training	0	0
3.1	n/a		

** (See payment history attachment)

G&S CERTIFICATION REPORT

Certification Type: SBE-GS
PERIOD: Feb. 1, 2025 - Mar. 31, 2025

			Total Amount	African American	Caucasian	Hispanic	Asian	Native American	Other	Female	Male	Total Amount
	Total Certified SBE-GS as of 3/31/25		1370	267	129	936	24	0	14	418	952	1370
		New	3 year Recert									
	1 Approved Applications (New & Recertification)	23	5	28								
	2 Graduated			1								
	3 Denied			1								

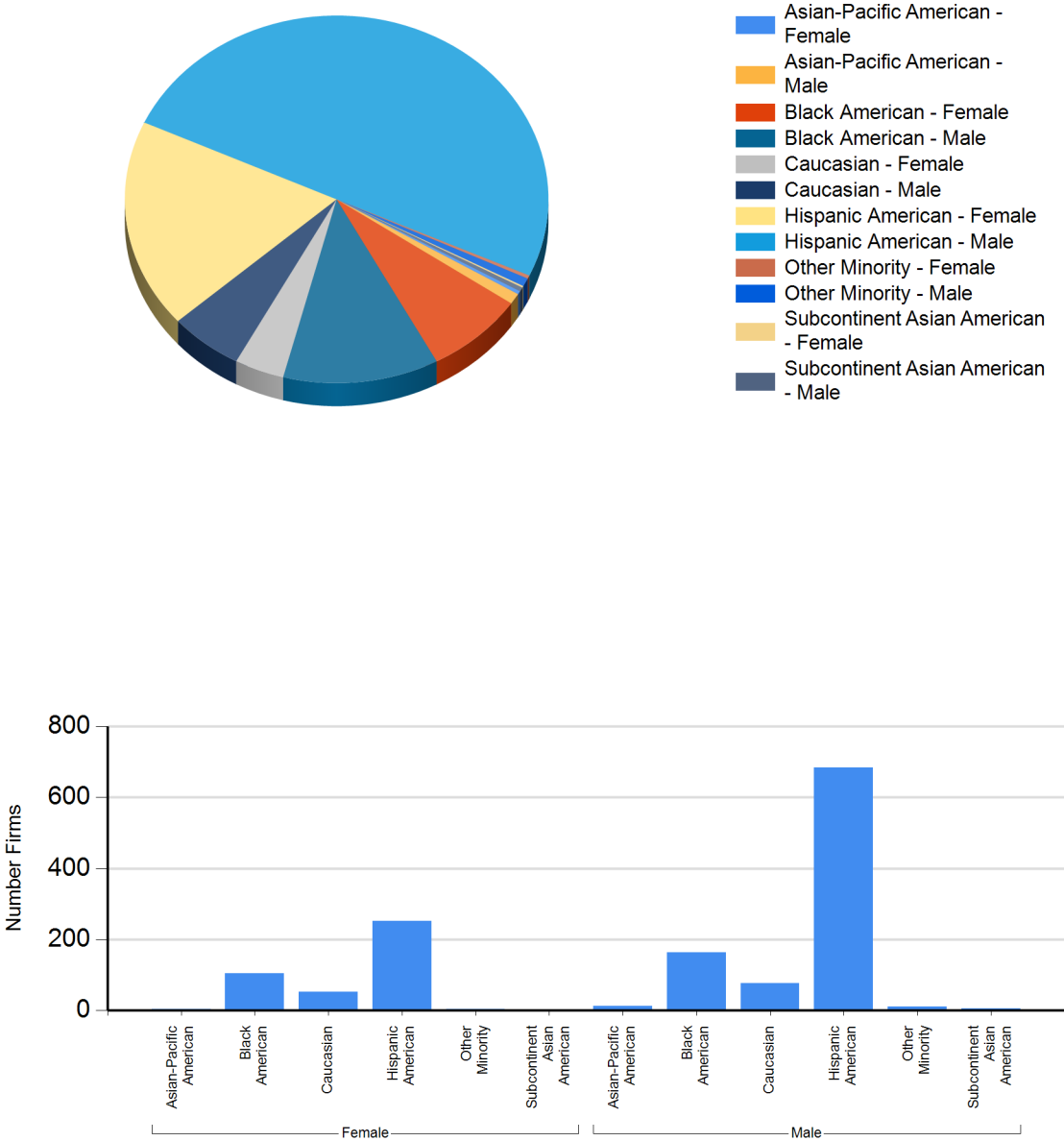
This is a race and gender neutral program. This report is for informational purposes only.

Certified Directory - Ethnicity & Gender Summary

Ethnicity & Gender Summary

Ethnicity	Gender	Number Firms	Percent of Total
Asian-Pacific American	Female	4	0.29%
Asian-Pacific American	Male	13	0.95%
Black American	Female	104	7.59%
Black American	Male	163	11.90%
Caucasian	Female	52	3.80%
Caucasian	Male	77	5.62%
Hispanic American	Female	252	18.39%
Hispanic American	Male	684	49.93%
Other Minority	Female	4	0.29%
Other Minority	Male	10	0.73%
Subcontinent Asian American	Female	2	0.15%
Subcontinent Asian American	Male	5	0.36%
Total Firms		1370	

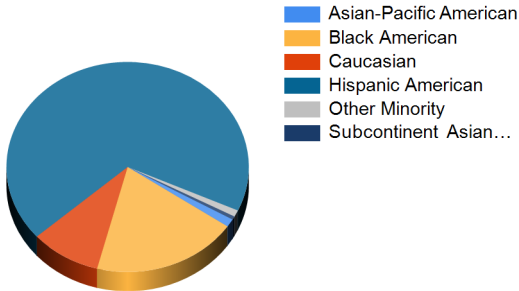
Certified Directory - Ethnicity & Gender Summary



Certified Directory - Ethnicity & Gender Summary

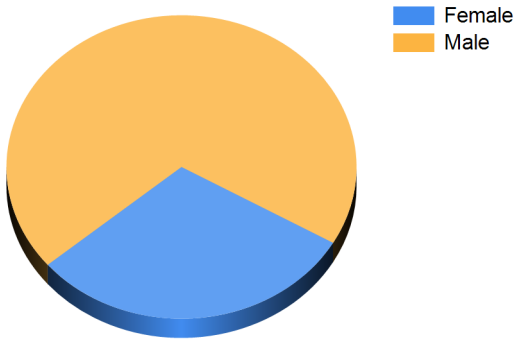
Ethnicity Summary

Ethnicity	Number Firms	Percent of Total
Asian-Pacific American	17	1.24%
Black American	267	19.49%
Caucasian	129	9.42%
Hispanic American	936	68.32%
Other Minority	14	1.02%
Subcontinent Asian American	7	0.51%
Total Firms	1370	

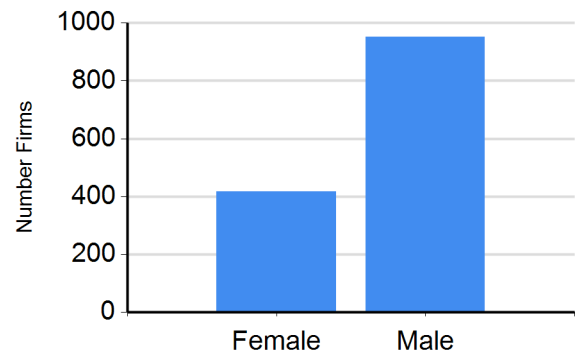
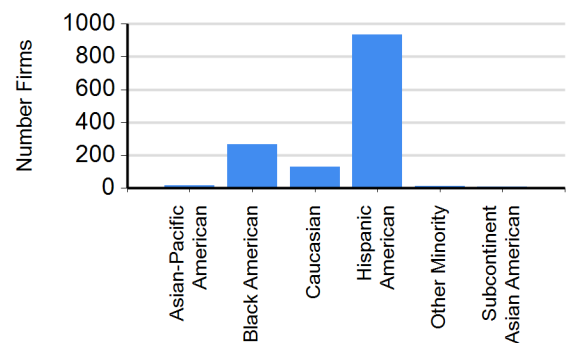


Gender Summary

Gender	Number Firms	Percent of Total
Female	418	30.51%
Male	952	69.49%
Total Firms	1370	



Certified Directory - Ethnicity & Gender Summary



New GS Firms
Feb. 1, 2025-Mar. 31, 2025

Business Name	Certification Type	Certification Action	Certification Status	Certification Date	Renewal Date	Expiration Date	Ethnicity	Gender	GS only
All In One Fire, Inc.	SBE-G&S	New	Active	3/18/2025	3/31/2028	3/31/2028	Hispanic American	Male	
AMERICA'S EQUIPMENT SOLUTIONS INC	SBE-G&S	New	Active	3/31/2025	3/31/2028	3/31/2028	Hispanic American	Male	x
APFC Services Inc	SBE-G&S	New	Active	2/28/2025	2/28/2028	2/28/2028	Hispanic American	Female	x
CABALLERO PLUMBING, INC.	SBE-G&S	New	Active	2/3/2025	2/29/2028	2/29/2028	Hispanic American	Male	
CASA BLANCA BUILDERS LLC	SBE-G&S	New	Active	3/13/2025	3/31/2028	3/31/2028	Hispanic American	Male	
Cuban Buffet LLC	SBE-G&S	New	Active	2/18/2025	2/29/2028	2/29/2028	Hispanic American	Male	x
DONALD OBANDO ARCHITECT & ASSOCIATES, P.A.	SBE-G&S	New	Active	3/3/2025	3/31/2028	3/31/2028	Hispanic American	Male	
Elite Auto Collision Miami Corp	SBE-G&S	New	Active	3/10/2025	3/31/2028	3/31/2028	Hispanic American	Male	x
FLORIDA HVAC CONTRACTOR INC.	SBE-G&S	New	Active	2/28/2025	2/29/2028	2/29/2028	Hispanic American	Male	
GOMEZ & SON FENCE CORP.	SBE-G&S	New	Active	3/10/2025	3/31/2028	3/31/2028	Hispanic American	Female	
Green-Energy-Products.com, LLC	SBE-G&S	New	Active	3/12/2025	3/31/2028	3/31/2028	Caucasian	Male	x
LCG TAXSHOP INC	SBE-G&S	New	Active	3/5/2025	3/31/2028	3/31/2028	Black American	Male	x
MW PLUMBING LLC	SBE-G&S	New	Active	2/7/2025	2/28/2028	2/28/2028	Black American	Female	
PINTU DETALLE PAINTING CORP	SBE-G&S	New	Active	2/11/2025	2/29/2028	2/29/2028	Hispanic American	Male	
Prekast Corporation	SBE-G&S	New	Active	3/20/2025	3/31/2028	3/31/2028	Asian-Pacific American	Female	x
PUREGREEN HEALTH INC	SBE-G&S	New	Active	3/17/2025	3/31/2028	3/31/2028	Black American	Female	x
Realization Architects, LLC	SBE-G&S	New	Active	3/18/2025	3/31/2028	3/31/2028	Hispanic American	Male	
South Florida Fitness - Palmetto Bay, Inc.	SBE-G&S	New	Active	2/5/2025	2/28/2028	2/28/2028	Black American	Female	x
The Zayn Group, Inc.	SBE-G&S	New	Active	3/17/2025	3/31/2028	3/31/2028	Black American	Male	x
THERMO AIR INC.	SBE-G&S	New	Active	2/27/2025	2/28/2028	2/28/2028	Caucasian	Male	
THREADED BY LAVISH INC	SBE-G&S	New	Active	3/4/2025	3/31/2028	3/31/2028	Black American	Female	x
Tidy Pets, LLC	SBE-G&S	New	Active	3/13/2025	3/31/2028	3/31/2028	Black American	Female	x
True Vue Inc.	SBE-G&S	New	Active	3/3/2025	3/31/2028	3/31/2028	Hispanic American	Male	x

Generated from the B2Gnow System
Total Firms: 23

Goods & Services Advisory Board
Feb. 1, 2025 to Mar. 31, 2025
SBE Denied & Graduated Firms

Business Name	Certification Type	Certification Action	Certification Status	Date	Reason	District	Initial Certification Date
Meridian Partners, LLC	SBE-G&S	Recertification	Graduated	2/21/25	Exceed AGR	4	8/17/07
Pat's Pump & Blower LLC	SBE-G&S	New	Denied	2/14/25	Exceed AGR	6	N/A

G&S UTILIZATION REPORT

Miami-Dade County Small Business Enterprise (SBE) Goods & Services Program

CONTRACTS PAID																			
Reporting Period: 2/1/25 to 3/31/25																			
Contract Type	SBE GOALS/MEASURES						NO SBE GOALS/MEASURES						TOTAL (SBE + NO SBE GOALS/MEASURES)						
	SBE		NON-SBE		TOTAL		SBE		NON-SBE		TOTAL		SBE		NON-SBE		TOTAL		
1. Goods and Services	616,074	5%	11,757,785	95%	12,373,859	61%	9,745,319	9%	103,830,402	91%	113,575,722	87%	10,361,394	8%	115,588,187	92%	125,949,581	83%	
2. Procurement					-	0%					-	0%	-		-		-	0%	
2. Accessed Contracts					-	0%					-	0%	-		-		-	0%	
4. Invitation to Bid					-	0%					-	0%	-		-		-	0%	
5. RFP/RFQ					-	0%					-	0%	-		-		-	0%	
6. Bid Waiver					-	0%	2,058	0%	5,098,107	100%	5,100,165	4%	2,058	0%	5,098,107	100%	5,100,165	3%	
7. Purchase Order	411,440	5%	7,630,069	95%	8,041,509	39%	1,424,016	12%	10,526,666	88%	11,950,682	9%	1,835,456	9%	18,156,735	91%	19,992,191	13%	
TOTAL	1,027,514	5%	19,387,853	95%	20,415,368	100%	11,171,393	9%	119,455,176	91%	130,626,569	100%	12,198,907	8%	138,843,029	92%	151,041,936	100%	

CONTRACTS PAID DEMOGRAPHICS																			
Reporting Period: 2/1/25 to 3/31/25																			
Ethnicity Type	SBE GOALS/MEASURES						NO SBE GOALS/MEASURES						TOTAL (SBE + NO SBE GOALS/MEASURES)						
	Male		Female		Unknown		Male		Female		Unknown		Male		Female		Unknown		
1. Asian Pacific American						-	385,909	84%	73,825	16%		459,734	385,909	84%	73,825	16%	-	459,734	0.30%
2. Black American	67,500	58%	49,875	42%		117,375	3,604,555	78%	997,661	22%		4,602,216	3,672,055	78%	1,047,536	22%	-	4,719,591	3%
3. Caucasian	6,526,352	59%	4,577,838	41%		11,104,191	42,410,739	61%	27,380,292	39%	0.00%	69,791,031	48,937,091	60%	31,958,130	40%	-	80,895,221	54%
4. Hispanic American	8,695,103	95%	498,700	5%		9,193,802	8,005,103	63%	3,573,535	28%	1,181,107	9%	16,700,206	76%	4,072,234	19%	1,181,107	21,953,547	15%
5. Native American						-						0.00%	-	-	-	-	-	-	0.00%
6. Other Minority						-	377,104	18%	66,061	3%	1,705,658	79%	377,104	18%	66,061	3%	1,705,658	2,148,823	1%
7. Subcontinent Asian American						-	419,517	86%	67,260	14%		486,777	419,517	86%	67,260	14%	-	486,777	0.32%
8. Unknown						-	282,045	1%	954,114	2%	39,142,085	97%	282,045	1%	954,114	2%	39,142,085	40,378,244	27%
TOTAL	15,288,955	75%	5,126,413	25%	-	0%	20,415,368	100%	55,484,972	42%	33,112,747	25%	70,773,927	47%	38,239,160	25%	42,028,850	151,041,936	100%

NOTES

¹As a result of two landmark cases (Engineering Contractors Association v. Metropolitan Dade County and Hershell Gill Consulting Engineers, Inc. v. Miami-Dade County) Miami-Dade County's three Small Business Enterprise (SBE) programs in Construction, A&E, and Goods and Services are race and gender neutral.

²The capturing of demographic data is based on voluntary information provided and or entered by prime and sub-contractors.

³Payments reported may be from contracts awarded outside the reporting period.

⁴It is important to note that the health of Goods and Services (G&S) contracts/awards should be identified by Contracts Paid instead of Contracts Awarded. This is due to the way G&S contracts are created in the County's Financial System. Prior to the County's new ERP system (April 2021) when pool contracts are created, the allocation amount is captured in one lumpsum and does not identify each individual award and to whom it was awarded. However, BMWWS does capture who was paid and if they were an SBE or Non-SBE. We are working with the

⁵The exclusion of non-compete contract awards and payment data became effective July 2022. However, at the request of the Board, they would like to see everything. It was advised to the Board that it should be important to note that there will be contracts that will skew SBE data (ie: fuel, vehicle purchases, S8 vouchers, Headstart program, MDC employee health benefits, Microsoft software, etc.)

Miami-Dade County Small Business Enterprise (SBE) Goods & Services Program

Reporting Period: 2/1/25 to 3/31/25 (Bi-Monthly)

1				CONTRACTS PAID				2				3			
CONTRACTS PAID (SBE GOALS/MEASURES)				CONTRACTS PAID (NO SBE GOALS/MEASURES)				TOTAL CONTRACTS PAID (SBE + NO SBE GOALS/MEASURES)				TOTAL CONTRACTS PAID (SBE + NO SBE GOALS/MEASURES)			
	SBE	NON-SBE	Total		SBE	NON-SBE	Total		SBE	NON-SBE	Total		SBE	NON-SBE	Total
Goods and Services	\$ 616,074	\$ 11,757,785	\$ 12,373,859	Goods and Services	\$ 9,745,319	\$ 103,830,402	\$ 113,575,722	Goods and Services	\$ 10,361,394	\$ 115,588,187	\$ 125,949,581	Goods and Services	\$ 10,361,394	\$ 115,588,187	\$ 125,949,581
Procurement	\$ -	\$ -	\$ -	Procurement	\$ -	\$ -	\$ -	Procurement	\$ -	\$ -	\$ -	Procurement	\$ -	\$ -	\$ -
Accessed Contracts	\$ -	\$ -	\$ -	Accessed Contracts	\$ -	\$ -	\$ -	Accessed Contracts	\$ -	\$ -	\$ -	Accessed Contracts	\$ -	\$ -	\$ -
Invitation to Bid	\$ -	\$ -	\$ -	Invitation to Bid	\$ -	\$ -	\$ -	Invitation to Bid	\$ -	\$ -	\$ -	Invitation to Bid	\$ -	\$ -	\$ -
RFP/RFQ	\$ -	\$ -	\$ -	RFP/RFQ	\$ -	\$ -	\$ -	RFP/RFQ	\$ -	\$ -	\$ -	RFP/RFQ	\$ -	\$ -	\$ -
Bid Waiver	\$ -	\$ -	\$ -	Bid Waiver	\$ 2,058	\$ 5,098,107	\$ 5,100,165	Bid Waiver	\$ 2,058	\$ 5,098,107	\$ 5,100,165	Bid Waiver	\$ 2,058	\$ 5,098,107	\$ 5,100,165
Purchase Order	\$ 411,440	\$ 7,630,069	\$ 8,041,509	Purchase Order	\$ 1,424,016	\$ 10,526,666	\$ 11,950,682	Purchase Order	\$ 1,835,456	\$ 18,156,735	\$ 19,992,191	Purchase Order	\$ 1,835,456	\$ 18,156,735	\$ 19,992,191
Total	\$ 1,027,514	\$ 19,387,853	\$ 20,415,368	Total	\$ 11,171,393	\$ 119,455,176	\$ 130,626,569	Total	\$ 12,198,907	\$ 138,843,029	\$ 151,041,936	Total	\$ 12,198,907	\$ 138,843,029	\$ 151,041,936

Contracts Paid (SBE Goals/Measure)

Category	NON-SBE (Millions)	SBE (Millions)
Purchase Order	7.63	0.41
Goods and Services	11.76	0.62

Contracts Paid (No SBE Goals/Measures)

Category	NON-SBE (Millions)	SBE (Millions)
Purchase Order	1.42	10.53
Bid Waiver	0.002	5.10
Goods and Services	103.83	2.06

Total Contracts Paid (SBE + No SBE Goals/Measure)

Category	NON-SBE (Millions)	SBE (Millions)
Purchase Order	10.36	18.16
Bid Waiver	0.002	5.10
Goods and Services	115.59	0.62

Miami-Dade County Small Business Enterprise (SBE) Goods & Services Program

	CONTRACTS PAID ANNUAL REPORTING: 2022						CONTRACTS PAID ANNUAL REPORTING: 2023						CONTRACTS PAID ANNUAL REPORTING: 2024					
	TOTAL (SBE + NO SBE GOALS/MEASURES)						TOTAL (SBE + NO SBE GOALS/MEASURES)						TOTAL (SBE + NO SBE GOALS/MEASURES)					
Contract Type	SBE		NON-SBE		TOTAL		SBE		NON-SBE		TOTAL		SBE		NON-SBE		TOTAL	
1. Goods and Services	134,598,709	12%	1,033,218,419	88%	1,167,817,128	98%	145,071,295	15%	821,427,769	85%	966,499,064	84%	117,403,403	19%	510,405,539	81%	627,808,942	67%
2. Procurement	3,519	50%	3,587	50%	7,105	0%	575	0%	7,091,990	100%	7,092,565	1%	57,164	3%	1,672,959	97%	1,730,123	0%
3. Resolution		0%	5,148,131	100%	5,148,131	0%		0%	55,945,651	100%	55,945,651	5%	691,025		122,152,633		122,843,658	13%
4. Accessed Contracts		0%	884,915	100%	884,915	0%	235,023	1%	30,782,376	99%	31,017,399	3%			45,854,339		45,854,339	5%
5. Invitation to Bid	639,307	39%	997,314	61%	1,636,622	0%	4,418,423	13%	29,717,258	87%	34,135,681	3%	22,170,146	38%	35,819,353	62%	57,989,499	6%
6. RFP/RFQ			-	0%	-	0%			-		-	0%		0%	1,937,760	100%	1,937,760	0%
7. Maintenance			-	0%	-	0%			-		-	0%					-	0%
8. Bid Waiver	277,124	3%	8,114,693	97%	8,391,817	1%	337,144	1%	33,568,834	99%	33,905,978	3%	732,492	2%	29,372,929	98%	30,105,420	3%
9. Purchase Order	724,744	14%	4,333,282	86%	5,058,026	0%	4,692,924	28%	12,194,308	72%	16,887,231	1%	5,221,118	11%	42,468,111	89%	47,689,229	5%
TOTAL	136,243,403	11%	1,052,700,341	89%	1,188,943,744	100%	154,755,383	14%	990,728,186	86%	1,145,483,569	100%	146,275,347	16%	789,683,622	84%	935,958,969	100%

Ethnicity Type	CONTRACTS PAID DEMOGRAPHICS ANNUAL REPORTING: 2022								CONTRACTS PAID DEMOGRAPHICS ANNUAL REPORTING: 2023								CONTRACTS PAID DEMOGRAPHICS ANNUAL REPORTING: 2024							
	TOTAL (SBE + NO SBE GOALS/MEASURES)								TOTAL (SBE + NO SBE GOALS/MEASURES)								TOTAL (SBE + NO SBE GOALS/MEASURES)							
	Male	Female	Unknown		TOTAL		Male	Female	Unknown		TOTAL		Male	Female	Unknown		TOTAL							
1. Asian Pacific American	6,873,124	89%	860,320	11%	0%	7,733,443	1%	8,968,842	87%	1,367,640	13%	0%	0%	10,336,482	1%	5,324,630	83%	1,101,585	17%	101,021	0%	6,426,316	6%	
2. Black American	31,616,041	71%	12,919,999	29%	0%	44,536,040	4%	38,935,259	74%	13,861,974	26%	0%	0%	52,797,233	5%	46,664,219	77%	13,879,390	23%	134,626	0%	50,678,236	1%	
3. Caucasian	529,142,975	82.73%	105,246,191	16.46%	5,175,608	0.81%	639,564,774	54%	447,693,687	83%	90,174,071	17%	2,136,688	0%	540,004,447	47%	363,243,519	86%	83,330	0.02%	47,966,467	4%	50,783,454	45%
4. Hispanic American	219,724,228	78%	53,905,998	19%	6,600,757	2%	280,230,983	24%	245,156,747	77%	66,373,661	21%	7,589,195	0%	319,119,603	28%	212,103,180	81%	41,104,480	16%	8,507,354	3%	261,715,014	2%
5. Native American	780,077	97%	28,108	3%	0%	808,186	0.07%	1,005,235	100%	1	0%	0%	0%	1,005,235	0.09%	823,985	100%	0%	0%	101	0%	823,985	0.09%	
6. Other Minority	17,102,677	26%	4,563,660	7%	43,379,864	67%	65,046,200	5%	15,235,453	23%	4,593,243	7%	46,141,194	70%	65,969,890	6%	9,600,232	17%	2,104,639	4%	43,931,179	79%	55,636,050	6%
7. Subcontinent Asian American	3,515,637	72%	1,336,539	28%	0%	4,852,176	0.41%	3,193,297	41%	4,650,769	59%	0%	0%	7,844,066	0.68%	4,840,417	22%	17,098,138	78%	0%	0%	21,938,555	2%	
8. Unknown	6,038,172	4%	7,883,600	5%	132,250,170	90%	146,171,942	12%	9,249,320	6%	2,204,600	1%	136,952,692	92%	148,406,612	13%	6,578,501	6%	1,812,808	2%	29,056,062	92%	107,447,371	10%
TOTAL	814,792,931	69%	186,744,415	16%	187,406,398	16%	1,188,943,744	100%	769,437,839	67%	183,225,960	16%	192,819,770	17%	1,145,483,569	100%	649,178,682	69%	135,067,633	14%	151,712,654	16%	935,958,969	100%

NOTES

¹As a result of two landmark cases (Engineering Contractors Association v. Metropolitan Dade County and Hershell Gill Consulting Engineers, Inc. v. Miami-Dade County) Miami-Dade County's three Small Business Enterprise (SBE) programs in Construction, A&E, and Goods and Services are race and gender neutral.

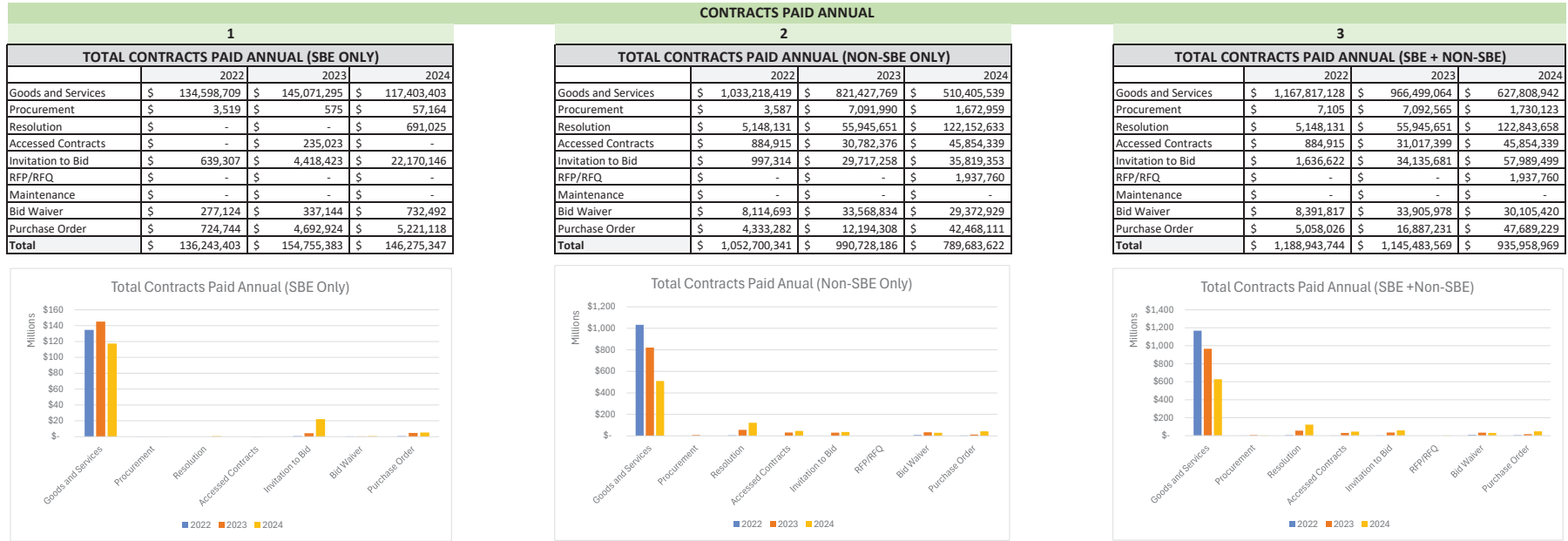
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³Payments reported may be from contracts awarded outside the reporting period.

⁴It is important to note that the health of Goods and Services (G&S) contracts/awards should be identified by Contracts Paid instead of Contracts Awarded. This is due to the way G&S contracts are created in the County's Financial System. Prior to the County's new ERP system (April 2021) when pool contracts are created, the allocation amount is captured in one lumpsum and does not identify each individual award and to whom it was awarded. However, BMWs does capture who was paid and if they were an SBE or Non-SBE. We are working with the development team to see if G&S awards and payments can be better aligned and may change in the future.

⁵The exclusion of non-compete contract awards and payment data became effective July 2022. However, at the request of the Board, they would like to see everything. It was advised to the Board that it should be important to note that there will be contracts that will skew SBE data (ie: fuel, vehicle purchases, S8 vouchers, Headstart program, MDC employee health benefits, Microsoft software, etc.) 2021 Non-compete contracts represent a combined award total of approximately \$995,867,792. 2022 non-compete contracts represent a combined award total of approximately \$871,770,376. 2023 non-compete contracts represent a combined award total of approximately \$295,973,085.

Miami-Dade County Small Business Enterprise (SBE) Goods & Services Program
Yearly Reporting



IMPLEMENTING ORDER NO. 03-41

Implementing Order



Implementing Order No.: 03-41

Title: SMALL BUSINESS ENTERPRISE (SBE) PROGRAM FOR THE PURCHASE OF GOODS AND SERVICES

Ordered: 10/20/2020

Effective: 10/30/2020

AUTHORITY:

Sections 1.01, 2.02 and 5.02 of the Miami-Dade County Home Rule Amendment and Charter and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County.

SUPERSEDES:

This Implementing Order supersedes previous Implementing Order 3-41, ordered May 1, 2018 and effective May 11, 2018.

POLICY:

- A. This Small Business Enterprise ("SBE") Program shall apply to all County and Public Health Trust contracts for the purchase of goods ("SBE- Goods") or services ("SBE- Services"), respectively, including professional services other than architectural, engineering, architectural landscape and land surveying and mapping professional services of seven hundred thousand dollars (\$700,000.00) or less, governed by Florida Statutes Section 287.055. The SBE Program shall not apply to construction or construction management services of seven hundred thousand dollars (\$700,000.00) or less; purchase, leases or rental of real property; licenses and permits; concessions; franchise agreements; or contracts for investment banking services.
- B. It is the policy of Miami-Dade County that County departments expend with SBEs one hundred (100) percent of the total value of contracts one hundred thousand dollars (\$100,000.00) or less for goods or services.
- C. Small Business Enterprise Measures may be applied to contracts greater than \$100,000.
- D. The application of contract measures to contracts for goods or services purchased by the Public Health Trust shall be governed by this Implementing Order, except that the Public Health Trust shall establish its own administrative procedures consistent with this Implementing Order to govern the application of contract measures to its purchases of goods or services except for construction and/or architectural and engineering services. The Public Health Trust shall provide data on a quarterly basis of all contracts awarded to SBEs.

I. DEFINITIONS:

This Implementing Order incorporates completely, definitions listed in the SBE Goods Program ordinance and SBE Services Program ordinance. Additional terms necessary for the

understanding of this Implementing Order, are listed below:

- A. Anniversary Date means twelve (12) months from the date of which a firm received approval for its SBE certification, recertification or continuing eligibility.
- B. Billing means any request for payment by a SBE, whether through a regular invoice, change order, claim, etc.
- C. Board means the Board of County Commissioners of Miami-Dade County, Florida.
- D. Business Tax Receipt means a document verifying that a firm is registered by Miami-Dade County to do business in Miami-Dade County.
- E. Certificate of Assurance means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.
- F. Compliance Audit is generated the month after payment is made from the County to the successful bidder/proposer ("Successful Bidder" or "Successful Proposer" or "Successful Bidder/Proposer") and requires the Successful Bidder/Proposer to report payments made to subcontractors, and for the subcontractors to confirm receipt of these payments, via the County's web-based system within the timeframe specified by SBD.
- G. Compliance Monitor means the Director of Small Business Development or designee from the Minority Affairs Division of the Miami-Dade Aviation Department or designee assigned to review compliance with Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, as amended, and this Implementing Order.
- H. Continuing Eligibility means authorization following an annual review of a Miami-Dade County certified SBE firm to verify that program eligibility requirements are maintained.
- I. Contract means an agreement for the purchase of goods or services, including professional services. Professional services includes, but is not limited to accounting, legal, health care, consulting and management services. For SBE-Goods, Contract does not mean: (i) an agreement to purchase, lease or rent real property; or (ii) a grant, license, permit, franchise or a concession. For SBE-Services, Contract does not mean:
(i) an agreement to purchase, lease, or rent real property; (ii) a grant, license, permit, franchise or a concession; (iii) an agreement to acquire professional architectural, engineering, landscape architectural or land surveying and mapping services of seven hundred thousand dollars (\$700,000.00) or less; or (iv) a contract for construction or construction management services of seven hundred thousand dollars (\$700,000.00) or less.
- J. Contract Measure means a contract set-aside, a subcontract goal, a bid preference, or a selection factor, singly or in any combination.

- K. Contracting Officer means a department director or his/her designee, who prior to award manages the bid process or post award and has primary responsibility to manage the contract and enforce contract requirements.
- L. County means Miami-Dade County, Florida, a political subdivision of the State of Florida.
- M. 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.
- N. Graduation means the SBE has exceeded either the personal net worth or the specific size limits stated for the program and may no longer be eligible to participate in the Program.
- O. Joint Venture means a business arrangement of two or more parties, in which at least one is a SBE that agrees to pool its resources for the purpose of accomplishing a specific task, and is registered with SBD.
- P. Make-up Plan means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending SBE-Goods or SBE-Services makeup requirement and identify the certified SBE firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project, and the percentage, dollar value and description of the work that needs to be made up within the time frame specified by SBD.
- Q. Mentor means a firm with an established business which has applied for and been approved by SBD, in accordance with applicable procedures, for participation as a mentor in the Mentor-Protégé Program. A Mentor may not provide mentoring services to more than one (1) Protégé firm at any one time, but is allowed to serve as a Mentor for an unlimited number of times (pursuant to SBD approval).
- R. 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 this program are provided in this Implementing Order.
- S. Mentor-Protégé Program Coordinator means the Small Business Development staff designated as the individual(s) responsible for coordinating and administering the various activities of the Mentor- Protégé Program.
- T. Mentor-Protégé Project Plan is a description of the type of training the Mentor will provide to the Protégé during the identified project. This document will be developed by the Mentor with the Protégé's input and submitted along with a signed Mentor-Protégé Development Agreement; all to be reviewed and approved by Small Business Development.
- U. Mentor-Protégé Development Agreement a signed agreement between a Mentor (prime) and a certified CSBE firm (subcontractor/sub-consultants) Protégé.

- V. NAICS means North American Industry Classification System.
- W. NIGP means National Institute of Governmental Purchasing.
- X. Protégé means a firm: (i) certified as a SBE with SBD; (ii) actively conducting business for a minimum of two (2) years; (c) maintaining an actual place of business where it provides its products and services, in Miami-Dade County; (d) in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions; and (e) without any SBE violations within the preceding two (2) year period from its application to the MPP. Such participation cannot exceed two (2) years, and a firm may only be a Protégé one time. A Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD.
- Y. Review Committee or RC means the committee established by the County Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when the public input requires deliberation regarding the measures/goals recommendation. The RC will make recommendations to the Mayor or designee as needed.
- Z. SBD means the Division of Small Business Development or successor division or department.
- AA. Small Business Enterprise (SBE) means a business entity certified by SBD, providing goods or services, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three year average gross revenues does not exceed the following contracting participation levels:
 - i. Micro Tier 1 — \$0 to \$750,000;
 - ii. Micro Tier 2 — \$750,000.01 to \$2,000,000; or
 - iii. Tier 3 — \$2,000,000.01 to \$5,000,000.

The term Small Business Enterprise shall also include a (x) manufacturer with one hundred (100) employees or less or (y) wholesaler with fifty (50) employees or less without regard to gross revenues. A wholesaler or manufacturer must comply with all other requirements of this section to be a certified SBE.

No firm shall be certified as a SBE where the personal net worth of any of its owners is more than (\$1,500,000), exclusive of: (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account ("IRA"), 401k, pension, or other official retirement account. The owner MUST provide information about the terms and restrictions of the account(s) to SBD, and certify that the retirement account(s) is legitimate. Representations as to a business entity's average gross revenues, personal net worth of owners and payroll shall be subject to audit.

The County Mayor or designee shall be authorized to adjust the SBE size limits every

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

- BB. Utilization Plan means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project and identify certified firms to fulfill goal(s) and percentages, dollar value, and description of the work to fulfill the SBE goal within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system within the specified time frame. Bidders must enter into written subcontracts with the listed SBE(s).
- CC. Vendor means one who sells goods or services.
- DD. Virtual Office means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.

II. MANAGEMENT & TECHNICAL ASSISTANCE (MTA) PROGRAM

- A. Description
SBD will provide management and technical assistance and community outreach to certified SBEs performing as vendors and providing goods and/or services in Miami-Dade County. These services will be referred to as the "MTA Program."
- B. Program Requirements
For SBE firms to participate in the MTA Program they must meet certain program requirements, which includes regular meetings with SBD and participation in community outreach events.
- C. Management and Technical Assistance Services
Small Business Development will be responsible for providing services to small businesses that should include, but should not be limited to pre and post-award services and access to business management services. Each firm will be assigned an SBD staff person (the "Technical Assistance Coordinator") in order to assess and address their particular needs.
 - 1. After being certified* by SBD in the SBE Program, the SBE will meet with the Technical Assistance Coordinator ("TAC"). The TAC will:
 - a. Provide an overview of SBD functions;
 - b. provide an overview of the SBE Program;
 - c. provide the SBE with a packet containing forms for the MTA, Bonding and Financial Assistance Program, and Mentor-Protégé Program, as well as a Needs

Assessment Form; and

- d. assist the SBE in filling out the Needs Assessment Form.

**Note* - in some instances, firms applying for SBE certification will be referred to the MTA Program for assistance before being certified.

2. The SBD TAC will review the SBE Needs Assessment Form to determine what needs the SBE has, and will make sure that the SBE meets all eligibility requirements for the various programs.
3. If participation in the Mentor-Protégé Program is recommended, the Bonding and Loan Coordinator (“BLC”) will assist the SBE in filling out the forms to register for that program.
4. If participation in the Bonding and Financial Assistance Program (the “BFA Program”) is recommended, the BLC will assist the SBE in filling out the necessary forms. If bonding assistance is identified as a need, the applicant shall fill out a bonding assistance questionnaire.

D. Community Outreach

Small Business Development shall provide community outreach to stimulate the interest of the small business community in the program. The department shall design and implement an outreach program that will communicate the advantages of the program as well as convincing potential participants that contracting opportunities exist. The program shall provide on-going recruitment and assistance to small businesses.

E. Program Restrictions

The following restrictions shall apply to the program applicant:

1. An applicant who exceeds the SBE Program size standards after one year of being formally notified is prohibited from continued participation.
2. Firm must have an actual place of business in Miami-Dade County.
3. Loss of certification shall result in prohibition from the program.

III. BONDING AND FINANCIAL ASSISTANCE PROGRAM

A. Program Description

Upon the Board’s approval of a Bonding and Financial Assistance Program and award of the contracts necessary to implement same, SBEs that are certified and in good standing with Miami-Dade County may be eligible to receive bonding and financial assistance. The County shall establish guidelines and procedures for the implementation of the Financial Assistance program to include eligibility requirements for application.

The BFA Program will provide SBEs with assistance in obtaining bonding and/or financial assistance for goods and services contracts. Bonding assistance will include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes. Financial assistance will include providing financial assistance such as mobilization capital, line of credit and/or working capital loans through partnering relationships with financial institutions.

B. Program Requirements

1. Bond Application Assistance Process

Upon completion of the bond application package, the same shall be reviewed for completeness and thereafter shall be submitted to the entities with whom the County contracts for the Program. Any additional information required by such entities shall be requested directly from the SBE with a copy of such request to SBD staff.

2. Bonding and Financial Application Process

- a. The BFA Program participant will provide all the necessary documentation to complete a Bonding and/or Financial Assistance application. SBD, through partnering relationships with bonding agencies and lending institutions, shall assist SBEs in obtaining bonding and financial assistance.
- b. SBD shall assist the BFA Program participant in preparing and completing the Bonding and/or Financial Assistance application package.
- c. Upon completion of the Bonding and/or Financial Assistance application package, SBD staff will perform a review of the BFA Program participant's application for completeness and thereafter submit same to the entities with whom SBD has partnered for the BFA Program. SBD staff shall be notified of the approval status of the bonding or loan application.
- d. Any additional information required by bonding entities shall be requested directly from the SBE with a copy of such request to SBD staff.

C. Bonding and Loan Coordinator Responsibilities:

1. The BLC shall maintain a listing of surety bonding companies, which will be utilized in the BFA Program. This listing shall include treasury listed and state listed companies only.
2. The BLC shall coordinate between the County, eligible SBEs, and surety bonding companies.
3. The BLC shall solicit eligible lending institutions to participate in the BFA Program, and refer eligible SBEs to them as needed.
4. The BLC will keep records and files on all SBE firms that have applied to participate in any of the SBD training or assistance programs. The BLC will also set up appointments for SBE firms with the appropriate entities as applicable.

5. The BLC will coordinate regular workshops for SBE firms on how to do business with the County, to discuss County procurement processes and to develop specialized business related educational opportunities.
6. The BLC is responsible for marketing of the BFA Program.
7. The BLC is responsible for providing various reports to the Small Business Advisory Board. Such reports will include the: (a) number of clients that applied to the BFA Program; (b) number of clients that received bonding and/or loans; and (c) bonding or loan amount(s).

D. BFA Program Process and Segments

Firms wishing to be part of these programs will follow the steps below:

1. Certified SBE expresses need for financial assistance, through internal referral or outreach activities.
2. Referral is made to the BLC and financial needs assessment meeting appointment is made.
3. Financial needs assessment meeting is conducted and SBE's financial needs are addressed. BLC will assess the SBE's financial condition and present it with attainable options.
4. If a bonding need is identified, then BLC will refer SBE to a surety agent, and provide additional assistance as needed. BLC will follow up with surety agent and report outcome of bonding assistance request.
5. If loan assistance is needed, then BLC will refer the SBE to the most suitable lending partner, including commercial banks, alternative lenders, and microlenders. BLC will follow up with SBE and lending partner, provide additional assistance where needed in the process, and report outcome of lending assistance referrals.

IV. CERTIFICATION

A. Eligibility Requirements

1. No firm shall be certified as a SBE 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.
2. SBE applicants must be profit-motivated businesses. Not-for-profit or non-profit corporations are not eligible for certification.
3. Only firms that meet personal net worth and size limits of SBEs as to average annual gross revenues for the last three (3) years may be certified as SBEs, or in the case of manufacturers and wholesalers – the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates, may be certified as SBEs.
4. Size determinations for SBEs certification eligibility shall take into account the combined

gross revenues of the applicant firm and all of its domestic and foreign affiliates, or in the case of manufacturers and wholesalers – the number of full-time, permanent employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included. Section E below provides additional information regarding affiliation determinations.

5. Applicants and certified SBEs must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, not a Virtual Office, must have a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, and must continue to perform a commercially useful function in Miami-Dade County to be eligible for certification or to remain certified. In addition, a firm shall not be certified unless it contributes to the economic development and well-being of Miami-Dade County's tax base. When determining whether the applicant has an actual place of business in Miami-Dade County, SBD shall consider evidence such as, but not limited to:
 - a. The existence and location of secretarial or other administrative staff.
 - b. Offices, premises related to business, or other facilities within Miami-Dade County at which the goods or services to be provided are produced or performed.
 - c. Local Business Tax Receipt issued by Miami-Dade County.
6. A firm shall be certified as a SBE only if a business owner, alone or as a member of a group, owns at least 10% of the firm's stock personally and possesses the licenses necessary to satisfy the qualifying requirements required in order to engage in the business of providing the type of services for which certification is sought.
7. An individual, alone or as a member of a group, shall own or control only one (1) SBE at a time.
8. When investigating the ownership and control of an applicant or a SBE, SBD shall consider factors including, but not limited to, all securities constituting ownership and/or control of a business for purposes of establishing the business as a SBE shall be held directly by the owners. No securities held in trust shall be considered.
9. Nothing shall prohibit SBEs from competing for contracts under the Federal Disadvantaged Business Enterprise (DBE) program or any other business assistance program if the SBE is also certified for the programs under this Implementing Order by SBD or certified for the programs under this Implementing Order by SBD or certified by any other agency or organization.
10. A SBE shall not be subject to any formal or informal restrictions that limit the customary discretion of the owner.
11. An applicant that has undergone a recent change in ownership, control or reported income level will be carefully scrutinize. Factors such as, but not limited to, the following shall be considered:

- a. The reasons for the timing of the change in ownership of the business relative to the time that the contracts in the applicant's trade, or service area are advertised;
- b. Whether an individual identified as an owner who had a previous or continuing employee-employer relationship with present owners has actual management responsibilities and capabilities;
- c. Whether reported income levels indicate a severe decline to possibly attempt to qualify the firm for SBE certification; and
- d. Whether affiliation as described herein exists or once existed between the applicant firm and a non- SBE firm.

B. Terms of Certification

1. Certification for a SBE firm is valid for a three (3) year period. To validate continuing eligibility, SBD may conduct random audit(s) within the three (3) year certification period. The re-certification application shall include, at a minimum:
 - a. The prior three (3) years of federal business tax returns based upon the year that the SBE application is submitted. The tax returns must be signed, completed and submitted for the firm and all affiliates.
 - b. Current business, professional licenses and certifications issued by the State of Florida and Miami-Dade County, and Local Business Tax Receipt issued by Miami-Dade County.
 - c. Current lease agreement or warrantee deed for the firm's actual place of business.
 - d. Notarized, sworn affiliation affidavit.
 - e. Current personal financial statement for each direct or indirect owner.
2. Additional supporting documentation may be required by SBD to verify re-certification and continuing eligibility. The re-certification application shall be submitted at least one hundred and eighty (180) days prior to the end of the three (3) year certification term to ensure sufficient time for processing by SBD. If the application is not approved by the end of the three (3) year certification period, and such application was not submitted at least ninety (90) days prior to end of three (3) year certification term, the certification of the firm shall expire and not be in effect until a new application is approved by SBD. A firm whose certification expires because the re-certification application is not approved as of the last day of the three (3) year certification period pursuant to the above, shall no longer be eligible to participate in the CSBE program, however the firm may complete any existing contracts and continue counting towards meeting any measures on existing contracts.
3. SBD will take the following action if a SBE firm does not continue to meet the eligibility criteria for the CSBE program given a failure to provide either required audit or re-certification documentation:
 - a. SBD shall provide written notice via the County's web-based system (the "Decertification Notice") to the SBE firm that the firm will be decertified as of the date specified in the Decertification Notice.

- b. SBD shall allow the SBE firm fifteen (15) days from the date of the Decertification Notice to submit the required audit or re-certification documentation.
 - c. If the SBE firm does not provide the required audit or re-certification documentation within the timeframe stipulated in the Decertification Notice, the SBE shall be decertified as of the date stipulated in the Decertification Notice.
 - d. Effective the date specified in the Decertification Notice, the firm shall no longer be a SBE, however the firm may complete any existing contracts and continue counting towards meeting any measures on existing contracts.
4. A SBE firm, its individual officers, its shareholders, its qualifying agent or its affiliated businesses that has been denied certification is not eligible to apply for certification for twelve (12) months from the time of the denial. Firms that have been decertified for non-submittal of documents, may apply for recertification once said documents have been submitted and verified by SBD. Graduating firms may be eligible to reapply for certification, after filing and submitting their most recent corporate tax return subsequent to graduation, if and only if, said tax return was not previously considered.
5. A SBE must be certified by the applicable type of goods or services it provides in accordance with the applicable NAICS/NIGP Commodity Code in which the SBE is licensed (if applicable). A SBE can be certified in more than one NAICS/NIGP Commodity Codes. SBD will determine the appropriate codes for certification under the program based on the licenses held by the firm and experience submitted to SBD.
6. A business owner, alone or as a member of a group, shall own or control only one SBE firm at a time and shall not own or control another separate business certified under the Small Business Enterprise Program. If a non-SBE in the same or similar line of business as a SBE has an equity ownership of such SBE that exceeds ten (10) percent, the SBE shall not be certified or recertified.
7. SBEs shall provide written notice to SBD of any changes that affect their business structure or eligibility as SBEs. SBEs shall complete an submit required and supporting documentation describing the nature of the change and the effective date of the change(s) to SBD within thirty (30) calendar days of the effective date of the change(s) via the County's web-based system. SBD shall review and determine if said change(s) effect the firm's SBE certification.
8. A SBE must have a valid certification in effect at time of bid submittal. For successful bidders, certification must be maintained from bid award throughout the duration of the agreement. With the exception of provisions described in Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami- Dade County, for graduation from the SBE Program, loss of SBE certification may lead to removal of the firm from continued participation in the SBE Program. SBEs shall allow site visits by County staff when attempting to determine continuing compliance with certification requirements. However, a graduated SBE shall be eligible to complete any existing contracts and continue counting towards meeting any measures on existing contracts, as well as be eligible to be awarded contracts as primes or subcontractors for bids/proposal submitted prior to the notice of graduation.

9. A SBE must be certified in accordance with Section IV c (2) below.
10. Applicants and SBEs must be properly licensed to conduct business in Miami-Dade County, must perform a commercially useful function with an actual place of business in Miami-Dade County, and must continue to perform a commercially useful function in Miami- Dade County to be eligible for certification or to remain certified.
11. SBD shall suspend a SBE's certification when an owner or a qualifier necessary to the firm's certification dies or is incarcerated. A firm's certification may also be suspended when there is adequate evidence that there has been a material change in circumstances that affects the SBE's eligibility, or when the SBE fails to notify SBD in writing of any material change in circumstances as required. SBD shall provide written notification of the suspension and a time frame for the CBE-A/E to demonstrate the firm's certification eligibility before SBD initiates the decertification process as provided in Section IV b (3) above. During the period of suspension, the SBE may complete any existing contracts and continue counting towards meeting any measures on existing contracts as long as all other certification requirements are met but will not be eligible for new awards under the CBE-A/E program.

C. SBD Responsibilities and Certification Process

1. SBD is the County agency responsible for certifying, decertifying and re-certifying applicants for the SBE Program. SBD shall collect, analyze and verify all information needed to establish the eligibility of an applicant and continued eligibility of SBEs. SBD shall attempt to make a certification decision within ninety (90) days of receipt of a complete application via the County's web-based system. An application is complete when it includes all required supporting documents. SBD shall make available a re-certification application via the County's web-based system.
2. SBD shall not certify an applicant, shall not recertify a SBE, and shall decertify a SBE that fails to comply with the criteria or procedures of Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, as amended, this Implementing Order and/or participation provisions. SBD shall have discretion to suspend the certification of a SBE during any appeal of a certification decision.
3. SBD shall certify each SBE by the type of good and/or service it performs in accordance with the applicable NAICS/NIGP code(s).
4. To decertify a SBE, SBD shall either: (a) give notice to the SBE that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or (b) suspend the certification of the SBE during any appeal of the certification decision. SBD shall give written notice, including the reasons for its decision, to applicants who are denied certification and to SBEs who are decertified, or denied continuing eligibility recertification, or have graduated.
5. SBD may require applicants and SBEs to submit information regarding their business operations including, but not limited to, a breakdown of the applicant's or SBE's ownership, and/or work force as to race, national, origin, gender, and gross annual sales receipts.

6. SBD shall make available a re-certification application via the County's web-based system.
7. SBD shall maintain an updated list of SBEs, based on each NAICS/NIGP commodity code(s) by which the SBE is certified.
8. Interested parties shall complete an SBE certification application via the County's web-based system. An explanation of the certification requirements is also available on SBD's Web Page at www.miamidade.gov/smallbusiness.
9. The applicant shall complete the certification application and submit it online with all requested documentation to SBD.
10. All applicants, including SBEs seeking continuing eligibility, shall attend if requested by SBD staff, an Eligibility Review Meeting to clarify information that was submitted in the application and accompanying documents or to gain additional information regarding the applicant's eligibility for certification. SBD shall notify the applicant if an eligibility review meeting is required.
11. All applicants, including SBEs seeking continuing eligibility, shall allow site visits by SBD staff to gain additional information regarding compliance with eligibility requirements. SBD shall notify the applicant if a site visit is required and shall schedule the site visit at a mutually convenient time.
12. Applicants and SBEs shall provide SBD with all information that SBD reasonably requests to determine eligibility for certification.
13. All information submitted to SBD shall be subject to random audit. If a SBE does not submit documentation requested as part of random audit by the time frame specified by SBD, SBD shall initiate the decertification process as provided in Section IV b (3) above.

D. Decertification

1. If during the period of certification, the County receives information that a SBE received certification improperly or that the firm no longer qualifies to be certified as a SBE, then SBD shall conduct an investigation of the allegations.
2. SBD shall decertify the firm if the investigation indicates that:
 - a. The firm cannot be contacted at the last known address.
 - b. The firm is no longer in business;
 - c. The firm is no longer licensed to do the type of business for which it was certified;
 - d. The firm obtained its original certification and/or recertification through false representation or deceit; or
 - e. The firm has been debarred by Miami-Dade County.

3. When decertifying a SBE, SBD shall either:

- a. Give notice to the SBE that the decertification decision will be effective at the completion of any appeal under this Implementing Order; or
- b. Suspend the certification of the SBE during any appeal of the decertification decision.

E. Affiliation Determination

General: Only small firms that meet size limits of SBEs as to average annual adjusted gross revenues for the last three years or number of employees for manufacturers and/or wholesalers may be certified as SBEs. Size determinations for SBE shall take into account the combined gross revenues and/or employees of the applicant firm and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

1. Affiliation: Firms are considered affiliates of each other when either directly or indirectly:

- a. One firm controls or has the power to control the other, or
- b. A third party or parties controls or has the power to control both, or
- c. An identity of interest between or among parties exists such that affiliation may be found.

2. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including but not limited to common ownership, related business lines or related scopes of work, common facilities, common management, and contractual relationships. Examples of affiliation include:

a. Nature of control in determining affiliation

- 1) Every firm is considered to have one or more parties who directly or indirectly control or have the power to control it.
Control may be affirmative or negative and it is immaterial whether it is exercised so long as the power to control exists.
- 2) Control can arise through stock ownership; occupancy of director, officer or key employee positions; contractual or other business relations; or combinations of these and other factors.

- b. Identity of interest between and among persons as an affiliation determinant. Affiliation can arise between or among two or more persons with an identity of interest, such as members of the same family or persons with common investments in more than one firm. In determining who controls or has the power to control a firm, persons with an identity of interest may be treated as though they were one person.

3. Affiliation through stock ownership.
4. Affiliation through common management. Affiliation generally arises where officers, directors, or key employees serve as the majority or otherwise as the controlling element of the board of directors and/or the management of another firm.
5. Affiliation through common facilities. Affiliation generally arises where one firm shares office space and/or employees and/or other facilities with another firm, particularly where such firms are in the same or related industry or field of operations, or where such firms were formerly affiliated.
6. Affiliation with a newly organized firm. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one firm organize a new firm in the same or a related industry or field of operation, and serve as its officers, directors, principal stockholders, and/or key employees, and the firm is furnishing or will furnish the other firm with sub-consulting agreements, financial or technical assistance, proposal or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.
7. Affiliation through contractual relationships. Affiliation generally arises where one firm is dependent upon another firm for consulting agreements and business to such a degree that its economic viability would be in jeopardy without such agreements/business.
8. Affiliation under joint venture arrangements

V. JOINT VENTURES BIDDING ON CONTRACTS WITH SBE MEASURES

A. Approval of Joint Ventures

Only joint ventures registered with SBD in accordance with this Implementing Order are eligible to participate as joint ventures in the SBE program. Joint ventures must be lawfully established. At least one member of the joint venture must be certified as a SBE before the joint venture can be approved. Joint ventures can participate under the SBE program on contracts with set-asides, subcontractor goals, bid preferences and selection factors.

B. Program Requirements and Incentives

Joint Ventures must submit their joint venture agreements for approval by SBD, no later than thirty (30) calendar days prior to the date set for receipt of bids on an eligible project. SBD shall review the joint venture agreements for approval by considering the following factors:

1. Allocation of profits and losses to each venture partner;
2. allocation of the management and control; and
3. capital investment from each venture partner.

As a Joint Venture under the SBE programs, a written joint venture agreement must be

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

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

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

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

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

C. Joint Venture Responsibilities

Joint ventures must submit prior to bid submission a Joint Venture Agreement containing the following information:

1. A description of the financial contribution of each member;
2. a list of the personnel and equipment used by each member;
3. a detailed breakdown of the responsibility of each member and the work to be performed by each member;
4. an explanation of how the profits and/or losses will be distributed;
5. the bonding capacity of each member;
6. a description of any management or incentive fees for any of the members;
7. a statement of the percentage of the joint venture that is owned and controlled by the qualifying member(s) and the basis for claiming such percentage; and
8. a copy of any required State of Florida certificates or registrations.

D. SBD Responsibilities

SBD shall collect, assemble and verify all information needed to determine if at least one of the members of a joint venture is a SBE, and to approve the joint venture agreement and register said Joint Venture, as applicable. A Joint Venture Agreement is complete when it includes all required supporting information.

VI. PROGRAM MANAGEMENT

A. Contracts \$100,000 and Under

1. County departments/agencies that issue or use contracts are required within the fiscal year to expend one hundred (100) percent of the total value of contracts one hundred thousand dollars \$100,000.00 or less for goods or services on certified SBEs. The departmental requirement shall be complied with unless SBD determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm(s).
2. Bids or quotes submitted by any SBE that is a Micro Tier 1 or Micro Tier 2 shall automatically receive a ten (10) percent bid preference and a Tier 3 SBE shall automatically receive a five (5) percent bid preference, when not set-aside for SBEs. When set-aside, the preference shall be: ten (10) percent for Micro Tier 1 SBEs; five (5) percent for Micro Tier 2 SBEs; and zero (0) percent for Tier 3 SBEs. County departments shall deduct the preference amount from the total bid or quoted price in order to calculate the price to be used for evaluation, and are also required to solicit bids or quotes from at least four (4) firms where available (two available certified SBEs and two non-certified firms).
3. SBD shall review reports of the utilization of SBEs and shall inform departments failing to meet the requirements set forth herein. Additionally, SBD shall report awards to SBEs to the Board annually.

B. Contracts Greater than \$100,000

1. Prior to advertisement, each contract, purchase, or blanket purchase of goods or services in excess of one hundred thousand dollars (\$100,000), and each purchase order that may accumulate an aggregate amount greater than one hundred thousand dollars (\$100,000) shall be reviewed for the application of contract measures.
2. Departments shall submit contracts to SBD to review for the application of measures and shall work in conjunction with SBD in making a recommendation. SBD shall seek concurrence with the issuing and user departments when making a recommendation. Departments shall advise SBD of any contract advertisement dates that are in excess of 120 days of the initial RC recommendation. Departments shall also advise SBD of any projects not advertised within 180 days of the recommendation. Those contracts not advertised within 180 days will be re-submitted to SBD for reconsideration.
3. Departments shall advise SBD of any changes in bid specifications, post award changes and all contracts with measures that are cancelled.
4. The County Mayor or designee may approve emergency purchases with measures that meet the County's definition of emergency. Such measures shall be submitted

presented to SBD for ratification.

5. Standard participation provisions shall be included in all contract documents with applied measures unless SBD approves substitute proposal documents.

VII. CONTRACT ADMINISTRATION

A. Pre-Award Compliance Review

1. Bid documents shall require bidders to submit a completed Certificate of Assurance at the time of bid submission, acknowledging the required measure and submission of a Utilization Plan via the County's web-based system. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. Failure to submit the required Certificate of Assurance and Utilization Plan shall deem the bid/proposal non-compliant.
2. The Compliance Monitor shall notify the bidder in writing stating the facts and the reasons on which the noncompliance 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 noncompliance. The bidder shall supply further relevant information as required by the Compliance Monitor. No new altered Utilization Plan will be accepted.
3. The Compliance Monitor shall issue a written recommendation to the Contracting Officer that includes facts and reasons for the bidder's compliance or noncompliance.

VIII. APPLICATION OF CONTRACT MEASURES

A. Set-asides:

The County Commission or Public Health Trust may determine it is in its best interest to waive competitive bidding or selection requirements and set-aside a contract for SBEs where, prior to bid advertisement, there are at least three (3) available SBEs to perform the set-aside contract.

1. Where applicable : (i) contracts from \$100,000.01 to \$750,000 shall be set-aside for Micro Tier 1 SBEs; (ii) contracts from \$750,000.01 to \$2,000,000 shall be set-aside for Micro Tier 2 SBEs; and (iii) contracts from \$2,000,000.01 to \$5,000,000 shall be set-aside for Tier 3 SBEs.
2. When set-aside, the bid preference shall be: ten (10) percent for Micro Tier 1 SBEs; five (5) percent for Micro Tier 2 SBEs; and zero (0) percent for Tier 3 SBEs. The departments shall deduct the preference amount from the total bid or quoted price in order to calculate the price to be used for evaluation.
3. In the event there is no availability in the designated SBE tier, SBD may assign a set-aside to the next level tier which will retain a set-aside recommendation. Lower tier SBE firms may bid on higher tier set-asides, but higher tier SBEs may not bid on a lower

tier set-asides.

B. Subcontractor Goals:

A recommendation to apply a subcontractor goal is appropriate when there are three (3) or more certified firms available to provide the portion of the contract.

1. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of SBEs to perform such work. Bid documents for contracts to which a SBE subcontract goal is applied shall provide that only SBEs certified to provide the type of goods or services for which a goal is imposed shall be counted towards meeting a goal. The bid documents shall further provide that a bidder must be found in compliance with the requirements of subsections 2 and 3 below in order to be eligible for award of the contract.
2. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that bidders must submit with its bid a completed Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based system. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required timeframe, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. The solicitation documents for any competitive selection involving a separate evaluation of sealed price envelopes shall require that the technical submission contain a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based system listing the certified SBEs to fulfill the measure. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that a bidder that is a SBE may itself meet the goal to the extent it is certified to provide the type of services that are the subject of the contract. Bidder must include in bid documents a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based system listing itself to fulfill the measure. The Utilization Plan shall be executed by the bidder via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that a bidder that is a joint venture one or more of whose venturers is an SBE must submit with its bid a copy of the joint venture agreement in order for such venturer(s)'s participation to be eligible to be counted towards meeting the goal. The joint venture agreement shall be in writing, signed by all venturers, and shall specify the ownership, control, profits and financial risk assumed by each venturer, including the SBE venturer(s). The joint venture agreement shall also specify the portion of the contract work (i.e., the services to be provided) to be performed by the SBE venturer(s) in detail separately from the work to be performed by the non-SBE member. The bidder shall receive credit towards meeting the goal to the extent that the combined dollar value of the SBE's participation as shown in the joint venture agreement submitted in conformity with and meeting the requirements of this

paragraph bears to the total contract price bid by the bidder. Bidder must include in bid documents a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based system listing the certified SBEs to fulfill the measure. The Utilization Plan shall be executed by the bidder and the SBE(s) via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. A SBE may fulfill a subcontractor goal in only one (1) goal type per contract.

3. A bidder that is a SBE may meet up to 100% of the subcontractor goal with its own forces. A bidder that is a joint venture having one or more SBEs venturers may comply with the goal based on the percentage participation of the SBE joint venturer(s) in the ownership, control and profits of the joint venture, and in the performance of the contract work.
4. Bid documents shall provide only expenditures to SBEs for performing a commercially useful function. These expenditures shall be counted toward meeting a subcontractor goal, expenditures to SBEs who subcontract work further to non-SBEs shall not be counted toward meeting a specified goal unless such subcontracting receives prior approval from SBD.
5. The Successful Bidder shall submit to the Contracting Officer, for approval, a written subcontract agreement corresponding in all respects to the Successful Bidder's Utilization Plan. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Goods Program and Services Program.

C. Bid Preference:

1. A bid preference shall apply to all contracts which are to be awarded on the basis of price (excluding RFPs, RFIs and RFQs) and are not set-aside. The preference shall be utilized for bid evaluation, and shall not affect the contract price. The preference accorded on contracts from \$100,000.01 to \$1 million shall be ten percent (10%) of the price bid for all tiers. The preference accorded on contracts greater than \$1 million shall be five percent (5%) of the price bid for all tiers. SBEs are not accorded a bid preference on contracts of less than or equal to \$100,000. Contract documents shall include standard language indicating the application of a bid preference.
2. On contracts on which a preference is applied, SBD shall conduct a periodic review of contracts hereunder and will prepare a report to the issuing department's director.

D. SBE Selection Factor

1. Any bidder that is a SBE or a joint venture with a SBE, shall be accorded a selection factor on RFPs, RFQs, and RFIs for contracts greater than \$100,000 that are not set-aside for bidding solely by SBEs. Contract documents shall include standard language indicating the application of a selection factor.
2. RFPs, RFQs and RFIs that assign weights to evaluation or selection criteria, shall provide that a bidder entitled to a selection factor shall receive an additional ten percent (10%) of the evaluation points scored on the technical portion of such bidder's

proposal. RFPs, RFQs and RFIs that do not assign weights to evaluation or selection criteria, shall provide that whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked is submitted by a bidder entitled to a selection factor, the selection factor shall be the deciding factor for award.

E. Review Process

1. SBD shall publish a list of projects under review daily on the department's webpage. SBD shall review the proposed contracts and the departmental recommendations. Should SBD and the department(s) not reach consensus, on recommended measures or goals, and when public input requires deliberation regarding the measure/goal, the contract will go through the Review Committee Process, as detailed below. Upon obtaining departmental concurrence with the recommended measure, SBD shall post projects and recommended goals daily on the SBD web page.
2. SBD shall consider public comments in writing on projects pre- and post measure or goal recommendations.
3. All projects with recommended measures shall contain language to allow for public comment to be submitted to SBD within thirty-six (36) hours of posting via a designated email address or mail.
4. All advertised projects shall contain language to allow for public comments to be submitted to SBD within thirty-six (36) hours of date of advertisement via a designated email address or mail. SBD and the contracting department shall review comments and make recommendations, as applicable, to the Mayor or designee.
5. Changes to goal recommendations, approved by the Mayor or designee, as a result of public comment shall require issuance of an addendum to the project advertisement.

F. Review Committee Process

SBD is responsible for recommending to the Mayor or designee whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.

1. All recommendations shall be agreed upon between SBD and the contracting department, prior to final recommendation to the Mayor or designee.
2. The Mayor or designee shall establish a standing Review Committee (RC) to meet periodically, or as often as needed, to review projects in which consensus was not established between SBD and the contracting department and when public input requires deliberation regarding the measure/goal. The RC will make recommendations to the Mayor or designee.
3. The RC shall conduct public deliberations and make recommendations whether to apply SBE set-asides or subcontractor goals to a contract. The Mayor or designee may accept, reject, modify or otherwise alter SBD's or Review Committee's recommendation.
4. The standing members of the RC shall include: Director, Transportation and Public

Works Department; Director, Internal Services Department; a rotating Director of the County's capital departments or their designees; and a County Mayor appointed Chairperson. A quorum of the RC shall be three (3) members. Staff support shall be provided to the Review Committee by SBD.

5. SBD shall staff the RC and make recommendations of measures to the RC and County Mayor or designee.
6. The RC shall meet as needed. SBD shall timely publish meetings, listing the meeting location, date, and time. All RC meetings are subject to Government-in-the-Sunshine requirements. The chair shall allow participation of the public at RC meetings consistent with accomplishing the agenda of the RC.
7. The RC shall have authority to promulgate rules of general application to carry out its responsibilities, which rules are subject to review and approval by the County Mayor or designee.
8. The RC may, after public deliberation and consideration of alternatives, accept, reject, modify or otherwise alter the staff recommendation. The County Mayor or designee may accept, reject, modify or otherwise alter SBD's recommendations. The Board of County Commissioners may accept, reject, modify or otherwise alter the County Mayor's recommendations. The Mayor may accept or veto the Board of County Commissioners' recommendations. In accordance with the policy established by the Board of County Commissioners, the Board of County Commissioners may overrule the Mayor's veto.

IX. BIDDER'S RESPONSIBILITY WHERE A SBE SUBCONTRACTOR GOAL IS APPLIED:

Bid documents to which a SBE subcontractor goal is applied shall require bidders to submit a Certificate of Assurance at the time of bid submission acknowledging the required measure and submission of a Utilization Plan via the County's web-based system. Each Utilization Plan shall be executed by the bidder and the SBE upon notification of SBD within the required timeframe, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. The Successful Bidder shall enter into a written subcontract agreement for approval, corresponding in all respects to the Successful Bidder's Utilization Plan to include the type of services the SBE is to provide and the percentage and price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Goods Program and Services Program.

X. PROMPT PAYMENT:

It is the County's intent that all firms, including SBEs providing goods and/or services to the County, shall receive payments promptly in order to maintain sufficient cash flow. The prime vendor in direct privity with the SBE must notify the SBE, the managing agency and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE. Failure of the prime vendor to comply with the applicable requirements of this Section shall result in the forfeiture of the right to use the dispute as justification for not paying the SBE and payment shall be forthcoming.

- A. The prompt payment provisions of this Section shall take precedence over Section 2-8.1.4

of the Code of Miami Dade County, Fla. ("Sherman S. Winn Prompt Payment Ordinance"), as to the contracts specified below:

1. All firms, including SBEs providing services to the County, shall receive payments promptly in order to maintain sufficient cash flow.
2. Billings from prime vendors under goods and/or services contracts with the County or Public Health Trust ("Trust"), that are a SBE contract set-aside, bid preference or contain a 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 Trust.
3. A prime vendor on a contract with SBE measures shall include in its billings to the County or Trust copies of undisputed billings from SBE subcontractors within fourteen (14) calendar days of receipt of such billings, or by the next scheduled billing whichever comes first. The prime vendor shall pay those amounts not in dispute to subcontracting SBEs within two (2) days of receipt of payment from the County. If the prime vendor fails to submit undisputed billings from an SBE to the County as specified herein or chooses not to submit any billing to the County pursuant to the billing schedule, the prime vendor must pay the full amount of the received SBE billings by the next billing cycle or forty (40) calendar days from receipt, whichever is less.
4. The County or prime vendor in direct privity with a 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 billing, or by the next scheduled billing whichever comes first. Failure by 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 billing date or forty (40) calendar days from receipt of billing, whichever is less.
5. An SBE may invoice the County or prime vendor, as appropriate, one percent (1%) interest per month for any undisputed amount that is not promptly paid.

B. Contracting Officer's Responsibilities

1. The Contracting Officer administering a contract with a SBE measure shall forward undisputed billings from SBE prime contractors to the Finance Department for payment within fourteen (14) calendar days of receipt of such billings.
2. The Contracting Officer must notify the SBE prime contractor and SBD, in writing, of those amounts billed by the SBE that are in dispute, and the specific reasons why they are in dispute, within fourteen (14) calendar days of submittal of such billing by the SBE. Failure of the Contracting Officer to comply with the applicable requirements of this Section 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 by the next billing date or fourteen (14) calendar days from receipt of billing, whichever is less.
3. A SBE prime contractor may invoice the County 1% interest per month for any

undisputed amount that is not paid promptly as provided by this Section.

4. SBD may investigate reported instances of late payment to SBEs.
5. Departments shall report disputed invoices to the Board on a quarterly basis.

XI. POST AWARD COMPLIANCE AND MONITORING

- A. SBD shall monitor and enforce the compliance of the vendor with the requirements of this Implementing 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.
- B. Successful Bidders and SBE 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.
- C. Successful Bidders and SBEs 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.
- D. Successful Bidders and SBEs 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.
- E. In the event that during the performance of a contract containing a SBE subcontractor goal, a SBE is not able to provide the services specified in the Utilization Plan submitted at the time of bid, the Successful Bidder must locate a 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.
- F. SBD 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. 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:
 1. Termination of an SBE's subcontract agreement.
 2. Reduction in the scope of work to be performed by an SBE.
 3. Modifications to the terms of payment or price to be paid to an SBE.
 4. Failure to enter into a contract with an SBE being utilized to meet a contract measure.

- G. If, after execution of a subcontract 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, a SBE, who entered into such subcontract has committed a material breach of the subcontract agreement, the Successful Bidder shall be entitled to exercise such rights as may be available to him/her to terminate the subcontract agreement. The procedures of paragraphs H and I below apply to this paragraph.

It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a performance and payment bond(s), if so requested by the prime contractor after execution of a written subcontract and prior to commencement of the subcontractor's work. In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor, furnish a performance and payment bond(s) wherein the prime contractor shall be named the obligee, guaranteeing (i) prompt performance of such subcontract and (ii) the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under such subcontract, the prime contractor may reject such bid and make a substitution of another subcontractor subject to the bid specifications. Such bond(s) may be required at the expense of the subcontractor only if the prime contractor in its written or published request for sub-bids (1) specifies that the expense for such bond(s) shall be borne by the subcontractor, and (2) clearly specifies the amount and requirements of such bond(s).

If the bond process for the subcontractor is not completed before the later of either the prime contractor's contract approval and award date, or ninety (90) days prior to the commencement of work of subcontractor, it shall be the prime contractor's sole discretion to extend time for the bond to be obtained or waive the bond requirement.

- H. County's Determination of Bidder's Excusal or Termination of SBE Subcontract Agreement.

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 I below apply to this paragraph.

- I. Alternative Subcontracts.

If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under this Implementing 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 submit a substitute SBE via the County's web-based system and enter into an alternative subcontract or subcontract 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 thereunder. The Successful Bidder must submit to the Compliance Officer a request for substitution

and subcontract 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. 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 (5) 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 (10) business days of receipt of these objections.

XII. CONTRACTUAL SANCTIONS

- A. Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's or SBE's violation of or failure to comply with the Small Business Enterprise Program Ordinance and this Implementing 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; or
 3. Termination, suspension, or cancellation of the contract in whole or part.
- B. In the event a bidder or SBE attempts to comply with the provisions of this Implementing Order 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.
- C. The foregoing notwithstanding, the Mayor or designee shall include language in all prospective projects containing a 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. Contract language shall provide that in order to be eligible for future county contracts, a contractor who fails to meet an established SBE goal shall submit a SBE Make-up Plan for

the approval of the Director. A Make-up Plan must be submitted as part of any bid or proposal for future contracts as part of the Utilization Plan submitted via the County's web-based system. The Make-up Plan must identify all SBEs to meet the subcontractor goal and the work each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable. Failure to submit the required Make-up Plan with the Utilization Plan for any future contracts shall result in the submittal being deemed non-compliant. Any contractor subject to an approved Make-up Plan that fails to comply with any of the material terms of That Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a six (6) month period. A contractor that fails to comply with any of the material terms of a second Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a one (1) year period. A contractor that fails to comply with any of the material terms of a third Make-up Plan, without good cause, may be subject to debarment and shall automatically be referred to the debarment committee. After serving a debarment for failure to satisfy a make-up plan for no good cause, the subject firm shall be deemed ineligible for bidding on County contracts with measures for one (1) additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision. The foregoing obligation shall be in addition to any SBE measure otherwise applicable to the future contract.

- D. 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.
- E. Some of the contractual violations that may result in the imposition of sanctions listed in this Implementing Order include, but are not limited, to the following:
 - 1. A SBE serving as a conduit for SBE work awarded to a firm as a SBE, but which is being performed by a non-SBE firm;
 - 2. A prime contractor not meeting SBE set-aside or subcontractor goal requirement;
 - 3. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
 - 4. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
 - 5. 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;
 - 6. Failure to maintain certification as a SBE;
 - 7. Deviation from the Utilization Plan without prior approval from SBD;

8. Termination of the SBE's contract without prior approval from SBD;
9. Reduction of the scope of work of a SBE subcontractor agreement without prior approval from SBD;
10. Modifications to the terms and/or prices of payment to a SBE without prior approval from SBD;
11. Failure to comply with the Living Wage Ordinance pursuant to Section 2-8.9 of the Code of Miami-Dade County;
12. Failure to enter into a written subcontract with a SBE after listing the firm on a Utilization Plan; and
13. Failure to pay subcontractors promptly and in accordance with this Implementing Order.

XIII. Administrative Penalties

Administrative penalties may range from de-certification to debarment. The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this Implementing Order and bid documents:

- A. The exclusion from County contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- B. The loss of eligibility to be certified as a SBE for a specified period of time, not to exceed three (3) years, for an applicant or a SBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.
- C. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this Implementing Order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE certification for a specified period of time, not to exceed five (5) years.
- D. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this Implementing Order through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE certification, for a specified period of time, not to exceed five (5) years.
- E. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the Mayor or designee may order that the contract work be suspended or terminated, and that the noncomplying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from

bidding on or otherwise participating in County contracts for a period not exceed three (3) years.

- F. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit, order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit, a penalty in an amount equal to twenty percent (20%) of the amount thereof; for the second deficit, a penalty in an amount equal to forty percent (40%) thereof; for the third and successive deficits, a penalty in an amount equal to sixty percent (60%) thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, as amended.
- G. If the required payment is not made within thirty (30) days of the administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

XIV. Appeals Process

- A. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of Sections 2-8.1.1.1.1 and 2-8.1.1.1.2, Code of Miami-Dade County, as amended, or this Implementing Order may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a nonrefundable filing fee to be established by implementing order, within thirty (30) days of issuance of the notice. Upon timely receipt of a request for an administrative hearing, the County Mayor or designee shall appoint a hearing officer pursuant to [Section 8CC-2](#) of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections [2-10.2](#), or 3-11.1 or otherwise.

Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her and all exhibits received by him/her, to the Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

- B. Decisions by the County Mayor under this Implementing Order shall be final.
- C. PROCEDURES FOR ADMINISTRATIVE HEARING:

The procedure for administrative hearings shall provide that:

1. SBD will schedule a hearing date before a hearing officer, upon timely receipt of a request for an administrative hearing along with a \$250 nonrefundable filing fee to appeal certification denial, decertification or a determination of noncompliance with the requirements of Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade County, or this Implementing Order.
2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.
3. SBD shall serve upon the firm, contractor (or subcontractor) and/or lessee a notice of hearing following the Clerk of Court's designation of the administrative hearing officer. Such notice shall include:
 - a. A copy of SBD's determination of noncompliance, as appropriate, outlining alleged prohibited practices upon which it is based;
 - b. A description of the administrative penalties being considered; and
 - c. The notice shall advise the appellant that he or she may be represented by an attorney, may present documentary evidence and verbal testimony, and may cross-examine or rebut evidence and testimony presented against them.
4. SBD shall schedule a hearing before a hearing officer within 90 days from the date of the request for administrative hearing and receipt of the \$250 filing fee, unless the parties rescind their request for hearing in writing.
5. Within five (5) days after completion of the administrative hearing, the administrative hearing officer shall transmit his/her findings of facts, conclusions, and recommendations together with all evidence taken before him/her, all exhibits received by him/her, to the Mayor or designee, in addition to a transcript of the hearing prepared by the County, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

D. QUALIFICATIONS OF HEARING OFFICERS:

1. Administrative hearing officers shall be residents of Miami-Dade County who possess outstanding reputations for civic price, interest, integrity, responsibility, and business or professional ability. Appointments shall be made by the County Mayor or designee pursuant to Section 8CC-2 of the Code of Miami-Dade County. Such appointments shall be submitted to the Clerk of the Board of County Commissioners for ratification by the Clerk. The Clerk shall submit an annual report to the Board on the number of women who have served as administrative hearing officers.
2. The County Mayor or designee shall appoint as many administrative hearing officers as are deemed necessary. Every effort will be made to ensure that the appointment of hearing officers reflect the diversity of the demographics of Miami-Dade County.

Appointments shall be made for a term of two (2) years. Any administrative hearing officer may be reappointed at the discretion of the County Mayor, subject to ratification by the Clerk of the Board of County Commissioners. There shall be no limit on the number of reappointments that may be given to any individual administrative hearing officer; provided, however, that a determination as to reappointment must be made for each administrative hearing officer at the end of his or her one year term. The County Mayor shall have the authority to remove administrative hearing officers at any time. Appointments to fill a vacancy shall be for the remainder of the unexpired term.

3. Administrative hearing officers shall not be County employees but shall be compensated for their services.
4. The Miami-Dade County Attorney's Office shall serve as general counsel to the administrative hearing officer.

XVI. MENTOR-PROTÉGÉ PROGRAM:

A. Program Mission

Miami-Dade County seeks to build effective working relationships between leaders of mature established companies and emerging small business enterprises for the latter to benefit from the knowledge and experience of the established Mentor firms. Mentors will assist with the development of the Protégé's business plan by identifying the most critical needs to achieve the plan, and implementing the actions to obtain the desired results.

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

B. General Objectives

The primary objectives of Miami-Dade County's CBE-A/E MPP are:

1. To develop and strengthen Protégé firms through coaching and counseling from Mentors.
2. To expand business opportunities for Protégé firms.
3. To enable Protégés to become competent and viable well managed businesses subsequent to graduation.
4. To assist mentoring companies in carrying out their civic and corporate responsibilities

by furnishing opportunities to provide development assistance to other emerging Miami-Dade County firms.

5. To enhance Miami-Dade County's overall business and economic environments.
6. Incentives – In addition to the benefits provided in the Program Mission section above, Mentors can be compensated for their participation in the MPP for one year (the “Commitment Period”), and will be eligible for an incentive on bidding on Miami-Dade County contracts for one year after completion of the Commitment Period. This incentive shall consist of either a (i) two percent (2%) bid preference or (ii) ten percent (10%) selection factor, for bid/proposal evaluation purposes only. The incentive may only be used for one contract award per Commitment Period, and must be utilized within one (1) year from the end of the Commitment Period. A Mentor claiming an incentive on bidding on Miami-Dade County contracts based on the MPP must continue to meet the eligibility requirements in this Implementing Order.

C. Measurable Objectives

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

D. MPP Eligibility Requirements

1. Mentor Eligibility Requirements

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

2. Protégé Eligibility Requirements

- a. The Protégé shall: (a) be a company certified as a CBE-A/E with SBD;

(b) have been actively conducting business for a minimum of two (2) years; (c) be ready for expansion; and (d) agree to participate fully in the MPP.

- b. The Protégé must maintain an actual place of business where it provides its products and services, in Miami-Dade County throughout the duration of its MPP participation.
- c. The Protégé firm must be and remain in good legal standing with the State of Florida, Miami-Dade County, and all other local jurisdictions. Protégés must be solvent and licensed businesses when applicable.
- d. The Protégé agrees to follow all MPP guidelines and devote the necessary time, staff and resources to fulfill its responsibility as a Protégé, including attending all meetings scheduled with the Mentor and/or SBD. Additionally, Protégés shall not have any SBE violations within the preceding two (2) years from its application to the MPP.

3. Mentor Application Process

- a. The Mentor shall complete the application process to participate in the MPP. SBD may request additional documentation to ensure that eligibility requirements are met.
- b. All documentation and information provided by the Mentor throughout the application process is subject to verification by SBD.
- c. SBD will assign one Protégé to one Mentor. Both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP. Pairing Mentors with Protégés with a current or previous working relationship with each other, will be strongly discouraged since an objective of the MPP is to establish new productive relationships in the architecture and engineering industry.

4. Protégé Application Process

- a. The Protégé shall apply with SBD on the appropriate application form to be considered for program participation as a Protégé. Accompanying the application should be a completed business plan and all required documentation, which may be pertinent to the Protégé's current financial standing, bonding level, capacity, staffing, workload, and other key business indicators. SBD may request additional documentation to determine MPP eligibility requirements are met.
- b. All documentation and information provided by the Protégé throughout the application process is subject to verification by SBD.
- c. SBD will assign one Protégé to one Mentor and both parties must sign a Mentor-Protégé Development Agreement to formalize their commitment to the MPP.

5. Mentor Responsibilities

- a. Meetings - The Mentor shall conduct monthly face-to-face coaching and counseling

meetings with the Protégé and assigned SBD staff, to review the Protégé's strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.

- b. Informal Contacts - The Mentor is encouraged to routinely communicate with the Protégé to discuss daily problems and situations encountered by the Protégé and to provide periodic review.
- c. Introduction to Resources - The Mentor shall facilitate networking opportunities in the banking, bonding, management, and business industries.
- d. Independence - The Mentor must not assume managerial or administrative control of the Protégé during or following the mentorship period.
- e. Working Relationships - Nothing in Mentor-Protégé Program regulations shall prohibit Mentors and Protégés from working together on joint ventures or in contractor-subcontractor arrangements on architecture, landscape architecture, engineering, surveying and mapping, or other projects provided that control of the Protégé firm remains with the Protégé itself. Protégés may be used to meet subcontractor goals on which the Mentor bids.

6. Protégé Responsibilities

- a. Goals and Objectives - The Protégé shall prepare and strive to achieve targeted goals and objectives, which shall serve as a guideline and benchmark for evaluating the Protégé's progress in the MPP.
- b. Meetings - The Protégé shall take part in monthly face to face coaching and counseling meetings with the Mentor and assigned SBD staff to review its strategic business plan and to discuss problems, strategies, and objectives for timely and efficient completion of projects and effective management. These meetings shall be conducted in Miami-Dade County. The Protégé will also be expected to provide reports using SBD's approved format on its efforts in implementing the established phases of its business plan or any actions suggested by the Mentor at the previous counseling session(s). Both parties should establish target dates for any further improvements or enhancements.
- c. Informal Contacts - The Protégé is encouraged to routinely communicate with the Mentor to discuss daily problems and situations encountered by the Protégé and to obtain periodic counseling and guidance as needed.
- d. Use of Training Resources - In an effort to enhance its business and industry knowledge and effectiveness, the Protégé is encouraged to attend training conferences, coursework, or workshops that will assist them in reaching targeted goals and objectives.

- e. Independence - The Protégé is not permitted to relinquish managerial or administrative control to the Mentor.

7. Program Coordination

SBD is responsible for the overall coordination and administration of the CBE-A/E MPP. SBD's duties will include:

- a. Advertising and promoting the MPP.
- b. Organizing related business events.
- c. Identifying and approving Mentors.
- d. Identifying and certifying Protégés.
- e. Assigning Mentors to Protégés as available.
- f. Informing and reminding Mentors and Protégés of their roles and responsibilities.
- g. Attending Mentor-Protégé meetings to promote effective cooperation and participation.
- h. Reviewing meeting and progress status reports.
- i. Maintaining program records.
- j. Attracting the support of larger corporate sponsors.

This Implementing Order is hereby submitted to the Board of County Commissioners of Miami-Dade County, Florida.

Approved by the County Attorney as to form and legal sufficiency .

SEC. 2-8.1.1.1.1

**SMALL BUSINESS ENTERPRISE
SERVICES PROGRAM**

Sec. 2-8.1.1.1.1. - Small Business Enterprise Services Program.

(1) *Title*. This section shall be referred to as the Small Business Enterprise Services Program.

(2) *Definitions*. The following definitions shall apply in this section.

1. *Agreement* is a duly executed legally binding contract.
2. *Available* or *availability* means to have prior to bid submission, the ability to provide services under a contract, by having:
 - a. Reasonably estimated, uncommitted capacity;
 - b. All necessary licenses, permits, registrations and certifications, including Small Business Enterprise (SBE) certification to provide the type of 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. *Bid preference* means an amount deducted from the total bid price in order to calculate the bid price to be used to evaluate the bid submitted by a SBE on a competitively bid contract to be awarded on the basis of price (as opposed to an RFP, RFI or RFQ) which is not set aside.
5. *Bidder* or *Proposer* means any person, partnership, corporation or other business entity that submits a bid or proposal.
6. *Board* means the Board of County Commissioners of Miami-Dade County, Florida.
7. *Certificate of Assurance* means the departmental form submitted with bid documents whereby the Bidder acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Bidder will submit its list of certified SBEs to satisfy the measures via Miami-Dade County's web-based system, within the specified time frame.
8. *Commercially useful function* means contractual responsibility for the execution of a distinct element of the work of a contract by a SBE and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved. 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 performs, manages, and/or supervises the work involved; and other relevant factors. Acting as an authorized representative of a manufacturer as is normal industry practice is considered a commercially useful function. Commercially useful function shall also include a distributor authorized by a manufacturer to distribute the manufacturer's products locally. Acting as a broker is not considered a commercially useful function.
9. *Contract* means an agreement for the purchase of 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 of seven hundred thousand dollars (\$700,000.00) or less; or a contract for construction or construction management services of seven hundred thousand dollars (\$700,000.00) or less.
10. *Graduation* means the SBE has exceeded either the personal net worth, or the specific size limits stated for the program and may no longer be eligible to participate in the program.

11. *Gross Revenue* is defined to include all revenue in whatever form received or accrued from whatever source, including sales of products or services, interest, dividends, rents, royalties, fees or commissions, reduced by returns and allowances. However, proceeds from sales of capital assets, and investments, proceeds from transaction between a firm and its domestic and foreign affiliates are excluded.
12. *Joint venture* means a business arrangement of two (2) or more parties, in which at least one (1) is a SBE that agrees to pool its resources for the purpose of accomplishing a specific task. The details of Joint venture participation in the SBE-Services program shall be provided in Implementing Order No. IO 3-41.
13. *Make-up Plan* means a plan whereby a bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill all or a portion of any pending Small Business Enterprise Services makeup requirement, and identify the certified SBE firm(s) to be utilized to fulfill the make-up requirement that is in excess of any SBE goal(s) required on the project, and the percentage, dollar value, and description of the work that needs to be made-up within the time frame specified by SBD.
14. *Management and Technical Assistance (MTA)* means a program designed to provide direct and indirect assistance for small business enterprise development.
15. *Mentor-Protege Program* is a program whose purpose is to build effective working relationships between leaders of mature established companies and emerging SBEs in order for the latter to benefit from the knowledge and experience of the established mentor firms. The details of this program shall be provided in Implementing Order No. IO 3-41.
16. *Prompt Payment* is the intent of the Board that all firms, including SBEs providing services to the county, receive payments promptly as specified herein.
17. *Review Committee* or *RC* means the committee established by the Mayor or designee to review proposed projects for the application of contract measures where SBD and the contracting department have not established consensus and when public input requires deliberation regarding the measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed.
18. *SBD* means the Division of Small Business Development or successor division or department.
19. *Selection factor* means a factor considered in evaluating the response submitted to an RFP, RFQ or RFI by a bidder that is:
 - A SBE,
 - A joint venture with one or more SBEs.
20. *Small Business Advisory Board* is the board established for the purpose of supporting and promoting the Small Business Enterprise Program(s).
21. *Small Business Enterprise ("SBE" or "SBE-Services")* means a business entity certified by SBD, providing services, which has a valid business tax receipt issued by Miami-Dade County at least one year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three year average gross revenues does not exceed the following contracting participation levels:
 - (i) Tier 1 — \$0 to \$750,000;
 - (ii) Tier 2 — \$750,000.01 to \$2,000,000;
 - (iii) Tier 3 — \$2,000,000.01 to \$5,000,000; or
 - (iv) Tier 4 — \$5,000,000.01 to \$8,000,000.

No firm shall be certified as a SBE where the personal net worth of any of its owners is more than \$3,500,000.00, exclusive of: (a) the value of the primary residence for which there is a

homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account ("IRA"), 401k, pension, or other official retirement account. The owner MUST provide information about the terms and restrictions of the account(s) to SBD, and certify that the retirement account(s) is legitimate. Representations as to a business entity's average gross revenues, personal net worth of owners and payroll shall be subject to audit.

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. *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.
25. *Utilization Plan* means the plan whereby a Bidder submits via the County's web-based system its commitment that if awarded the contract, it will fulfill the SBE goal(s) required for the project identifying certified firms to fulfill goal(s), percentages and/or dollar value of work and description of work within the time frame specified by SBD. Subcontractor(s) listed will also be required to confirm their participation via the County's web-based system. Bidders must enter into written subcontracts with the listed SBE(s).
26. *Virtual Office* means an agreement that provides a receptionist, mail and facsimile services, and similar services, that give the appearance of having a business presence at a location, but the business entity has no ongoing, full-time physical presence in the building. Virtual Offices are invalid for certification purposes.
27. *Work* means the provision of services, as defined herein.

(3) *Program.*

- (a) *Application.* Except where federal or state laws or regulations mandate to the contrary, the provisions of this section shall be applicable to Miami-Dade and Public Health Trust contracts (as defined in this section) funded in whole or in part by County funds. The Public Health Trust shall provide data on a quarterly basis of all contracts awarded to SBEs. The County Mayor or designee shall prepare implementing orders, bid and contract documents implementing the provisions of this section. The County Mayor or designee by implementing order may exclude classes of contracts, or parts thereof, from application of this section. The words County Mayor or designee in this section shall mean the County Mayor or designee.
- (b) *Contracts of \$250,000.00 or less.*
 1. Within the fiscal year, it is required that County departments expend with SBEs 100 percent of the total value of contracts two hundred-fifty thousand dollars (\$250,000.00) or less for services. The departmental requirement shall be complied with unless SBD determines that there is either not enough capacity, or the contract(s) can only be handled by a non-SBE firm(s). The total value of Public Health Trust contracts applicable under this section shall remain at one hundred thousand dollars (\$100,000.00).
 2. Bids or quotes submitted by any SBE that is a Tier 1 or Tier 2 shall automatically receive a 10 percent bid preference and a Tier 3 or Tier 4 SBE shall automatically receive a 5 percent bid preference, when not set-aside for SBEs. When set-aside, the preference shall be: 10 percent for Tier 1 SBEs; 5 percent for Tier 2 SBEs; and 0 percent for Tier 3 and Tier 4 SBEs. The departments shall deduct the preference amount from the total bid or quoted price in order to calculate the price to be used for evaluation.
 3. Annually, SBD shall provide a report of awards to SBEs to the Board.
 4. There shall be at least two available SBEs to perform a competitive bid contract.
- (c) *Contracts Greater than \$250,000.00.* The following SBE measures may be applied to contracts greater than two hundred-fifty thousand dollars (\$250,000.00), except the total value of Public

Health Trust contracts applicable under this section shall remain at one hundred thousand dollars (\$100,000.00):

1. *Set-asides:*

- a. Competitive bidding requirements may be waived (by the County Mayor or County Commission depending on whether the amount of the contract is above or below the minimum amount established by ordinance for competitive bidding) for a contract and the contract set-aside for bidding solely by SBEs where prior to bid advertisement, there are at least three available SBEs to perform the contract, and where such set-aside is in the best interest of the County. Where applicable: (i) contracts from \$250,000 to \$750,000 shall be set-aside for Tier 1 SBEs; contracts from \$750,000.01 to \$2 million shall be set-aside for Tier 2 SBEs; (iii) contracts from \$2,000,000.01 to \$5 million shall be set-aside for Tier 3 SBEs; and (iv) contracts from \$5,000,000.01 to \$8 million shall be set-aside for Tier 4 SBEs.
- b. In the event there is no availability in the designated SBE tier, SBD may assign a set-aside to the next level tier which will retain a set-aside recommendation. Lower tier SBE firms may bid on higher tier set-asides.
- c. Transferring to a non-SBE through subcontracting or otherwise all or part of the actual work of a set-aside contract to a non-SBE is prohibited unless such transfer receives prior approval from SBD.
- d. When set-aside, the bid preference shall be: 10 percent for Tier 1 SBEs; 5 percent for Tier 2 SBEs; and 0 percent for Tier 3 and Tier 4 SBEs. The departments shall deduct the preference amount from the total bid or quoted price in order to calculate the price to be used for evaluation. The County Mayor or the County Mayor's designee shall implement this subsection no later than 60 days from the effective date of this ordinance.

2. *Subcontractor goals:*

- a. Subcontractor goals may be applied to a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract and the availability of SBEs to perform such work. Bid documents for contracts to which a SBE subcontract goal is applied shall provide that only SBEs certified to provide the type of services be counted towards meeting a goal. The bid documents shall further provide that a bidder must be found in compliance with the requirements of subsections b and c below in order to be eligible for award of the contract.
- b. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that bidders must submit with its bid a completed Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based systems. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform therefore. The solicitation documents for any competitive selection involving a separate evaluation of sealed price envelopes shall require that the technical submission contain a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based system listing the certified SBEs to fulfill the measure. Each Utilization Plan shall be executed by the bidder and the SBE via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that a bidder that is a SBE may itself meet the goal to the extent it is certified to provide the type of services that are the subject of the contract. Bidder must include in bid documents a Certificate of Assurance acknowledging the required measure and

submission of a Utilization Plan via the County's web-based system listing itself to fulfill the measure. The Utilization Plan shall be executed by the bidder via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. Bid documents for contracts to which a SBE subcontractor goal is applied shall provide that a bidder that is a joint venture one or more of whose venturers is an SBE must submit with its bid a copy of the joint venture agreement in order for such venturer(s)'s participation to be eligible to be counted towards meeting the goal. The joint venture agreement shall be in writing, signed by all venturers, and shall specify the ownership, control, profits and financial risk assumed by each venturer, including the SBE venturer(s). The joint venture agreement shall also specify the portion of the contract work (i.e. the services to be provided) to be performed by the SBE venturer(s) in detail separately from the work to be performed by the non-SBE member. The bidder shall receive credit towards meeting the goal to the extent that the combined dollar value of the SBE's participation as shown in the joint venture agreement submitted in conformity with and meeting the requirements of this paragraph bears to the total contract price bid by the bidder. Bidder must include in bid documents a Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based system listing the certified SBEs to fulfill the measure. The Utilization Plan shall be executed by the bidder and the SBE(s) via the County's web-based system upon notification of SBD within the required time frame, and shall specify the type of services the SBE is to provide and the percentage of work the SBE is to perform. A SBE-Services firm may fulfill a subcontractor goal in only one (1) goal type per contract.

- c. A bidder that is a SBE may meet up to 100% of the subcontractor goal with its own forces. A bidder that is a joint venture having one or more SBE venturers may comply with the goal based on the percentage participation of the SBE joint venturer(s) in the ownership, control and profits of the joint venture, and in the performance of the contract work.
- d. Bid documents shall provide only expenditures to SBEs for performing a commercially useful function. These expenditures shall be counted toward meeting a subcontractor goal, expenditures to SBEs who subcontract work further to non-SBEs shall not be counted toward meeting a specified goal unless such subcontracting receives prior approval from SBD.
- e. Successful bidder shall submit to the Contracting Officer, for approval, a written subcontract agreement corresponding in all respects to the Successful Bidder's Schedule of Intent Affidavit to include the type of goods and services the SBE is to provide and the percentage and/or price. Each subcontract agreement shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Services Program.

3. *Bid Preference:*

- a. A bid preference shall apply to all contracts which are to be awarded on the basis of price (excluding RFPs, RFIs and RFQs) and are not set-aside. The preference shall be used only to evaluate a bid and shall not affect the contract price.
- b. The preference accorded on contracts from \$250,000.01 to \$1 million shall be 10 percent of the price bid for Tier 1 and Tier 2, and 5 percent of the bid price for Tier 3 and Tier 4; best and final offers ("BAFOs"), shall apply a bid preference of 10 percent at the time of BAFO submission for all tiers. The preference accorded on contracts greater than \$1 million shall be 5 percent of the price bid for all tiers, including BAFO submissions.

Preferences shall be applied to the bid price of bidders that:

- I. Are SBEs; or
 - II. Are joint ventures with at least one SBE.
- c. The County Mayor or the County Mayor's designee shall implement this subsection no later than 60 days from the effective date of this ordinance.
- 4. *SBE Selection Factor.*
 - a. Any bidder that is an SBE, a joint venture with an SBE, shall be accorded a selection factor on all RFPs, RFQs and RFIs for contracts greater than \$50,000 that are not set aside for bidding solely by SBEs.
 - b. RFPs, RFQs and RFIs that assign weights to evaluation or selection criteria, shall provide that a bidder entitled to a selection factor shall receive an additional ten (10%) percent of the evaluation points scored on the technical portion of such bidder's proposal. RFPs, RFQs and RFIs that do not assign weights to evaluation or selection criteria, shall provide that whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked is submitted by a bidder entitled to a selection factor, the selection factor shall be the deciding factor for award.
- (d) *Administrative Procedure.* The County Mayor or designee shall establish an administrative procedure for the review of each proposed County contract greater than one hundred thousand dollars (\$100,000.00) to which this section applies.
- (e) *Management and Technical Assistance.* Small Business Development will provide Management and Technical Assistance and community outreach to business entities certified as SBEs with Miami-Dade County.
- (f) *SBE Bonding and Financial Assistance.* This program will provide SBEs/Micro Enterprises with assistance in obtaining bonding and/or financial assistance for goods and services contracts. Bonding assistance will include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes. Financial assistance will include providing financial assistance such as mobilization capital, line of credit and/or working capital loans through partnering relationships with financial institutions.
- (g) *Small Business Advisory Board.* There is hereby created a Miami-Dade County Advisory Board for the Small Business Enterprise Program(s).
 - 1. The Advisory Board will operate as a focal point for the public and with the assistance of the County Manager, will collect, input and disseminate information related to economic opportunities within Miami-Dade County government for small business owners.
 - 2. The Board shall consist of 15 members, as follows:
 - a. One member to be appointed by the Mayor.
 - b. One member to be appointed by each County Commissioner.
 - c. One member to be appointed by the County Manager.
 - 3. The term of the mayoral appointee and that of each commissioner shall be coterminous with the term of the appointing Mayor and commissioner.
 - 4. The terms of each County Manager appointed member shall be at the will and discretion of the County Manager.
 - 5. In no event shall a Board member serve more than four (4) consecutive years.
 - 6. Members shall serve without compensation.
 - 7. The Board may submit interim reports as it deems appropriate.
 - 8. SBD shall provide appropriate staff support.

9. Sections 2-11.1(c) and (d) of the Conflict of Interest and Code of Ethics Ordinance of Miami-Dade County are waived for Advisory Board members for transactions arising from the exercise of those powers given the Advisory Board by this section.

(h) Certification.

1. Small Business Development shall implement eligibility criteria and administrative procedures for entities to be certified as SBEs.
2. Any SBE that exceeds the personal net worth or size limits shall immediately be graduated from the program after formal written notification. Such SBE shall be allowed to remain through the contract period on awarded contracts and any options to renew on the contract. The graduated firm shall not be eligible for any new contracts under the SBE program under the existing certification. With exception of provisions described in the ordinance for graduation from the SBE program, loss of certification may lead to removal of the firm from continued participation in the Small Business Enterprise program.
3. Small Business Development shall maintain an updated list of firms that identifies each listed SBE based on the nature of the services the SBE shall be certified to provide.
4. Small Business Development shall not certify an applicant, shall not recertify an SBE, and shall decertify an SBE that fails to comply with the criteria or procedures for obtaining or maintaining certification. SBD shall have authority to suspend the certification of a SBE during any appeal of a decertification decision. Firms that have been decertified for non-submittal of documents, may apply for recertification once said documents have been submitted and verified by SBD.
5. The County Mayor or designee shall establish the frequency and administrative procedures for certification renewal by Implementing Order approved by the Board of County Commissioners. Certification must be in effect at the time of bid submission; at bid award, and throughout the duration of the contract. The County Mayor or County department responsible for conducting the procurement shall confirm a SBE's certification and bid preference eligibility as part of the responsibility check prior to an award recommendation. SBD shall provide quarterly reports to the County Mayor and the Board of all SBEs whose certification status has changed during that three month period. SBEs experiencing changes in address or ownership shall notify SBD within 30 days of the effective date of such changes.
6. Applicants and certified SBEs must have a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, and an actual place of business in Miami-Dade County, not a Virtual Office, at which they perform a commercially useful function in the provision of the type of services for which certification is sought in order to be eligible for certification or remain certified. In addition, a firm shall not be certified unless it contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include, but not be limited to the retention and expansion of employment opportunities and the support and increase to the County's tax base.
7. A business entity shall be eligible to be certified as an SBE only if the owner holding at least ten (10) percent shares or ownership in the business entity personally possesses any regulatory licenses and satisfies the qualifying requirements required in order to engage in the business of providing the type of services for which certification is sought.
8. A business owner alone or as a member of a group, shall own or control only one SBE at a time and shall not own and control another separate business certified under the Small Business Enterprise Program.
9. Small Business Development may require applicants and SBEs to submit information regarding their business operations in order to determine eligibility for certification.

- (i) Prompt Payment.** The prompt payment provisions of this section shall take precedence over Section 2-8.1.4 of the Code ("Sherman S. Winn Prompt Payment Ordinance"), as to the contracts specified below:

1. All firms, including SBEs providing services to the County, shall receive payments promptly in order to maintain sufficient cash flow. Billings from prime vendors under goods and services contracts with Miami-Dade County or the Public Health Trust, that are a SBE/Micro Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on these amounts not in dispute within 14 calendar days of receipt of such billing by the County, or the Trust.
 2. The County or Public Health Trust shall establish administrative procedures requiring that billings from SBE prime vendors on contracts 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 Trust.
 3. A prime vendor on a contract with SBE measures shall include in its billings to the County or Trust copies of undisputed billings from SBE subcontractors within 14 calendar days of receipt of such billings, or by the next scheduled billing 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 billings from an SBE to the County as specified herein or chooses not to submit any billing to the County pursuant to the billing schedule, the prime vendor must pay the full amount of the received SBE billings by the next billing cycle or 40 calendar days from receipt, whichever is less.
 4. The County or prime vendor in direct privity with a 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 billing, or by the next scheduled billing whichever comes first. Failure by 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 billing date or 40 calendar days from receipt of billing, 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.
- (j) **Sanctions.** 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 section or its implementing or administrative orders, or bid and competitive selection documents 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;
 4. In the event a bidder or SBE attempts to comply with the provisions of this section 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 or subcontracts the bidder or SBE has on 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.

The foregoing notwithstanding, the County Mayor or designee shall include language in all prospective contracts containing a SBE subcontractor goal which provides that, in addition to any other sanction for failure to fulfill the SBE subcontractor 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 subcontractor goal in the prior contract. Contract language shall provide that in order to be eligible for future County contracts, a contractor who fails to meet an established SBE goal shall submit a SBE Make-up Plan for the approval of the SBD Director. A Make-up Plan must be submitted as part of any bid or proposal for future contracts as part of the Utilization Plan submitted via the County's web-based system. The Make-up Plan must identify all SBEs to meet the subcontractor goal and the work each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable. Failure to submit the required Make-up Plan with the Utilization Plan for any future contracts shall result in the submittal being deemed noncompliant. Any contractor subject to an approved Make-up Plan that fails to comply with any of the material terms of that Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a six month period. A contractor that fails to comply with any of the material terms of a second Make-up Plan, without good cause, shall be subject to an automatic suspension from bidding and/or otherwise participating on County contracts as a prime or subcontractor for a one year period. A contractor that fails to comply with any of the material terms of a third Make-up Plan, without good cause, shall be subject to debarment to be initiated by SBD in accordance with the debarment procedures of the County. After serving a debarment for failure to satisfy a third Make-up Plan for no good cause, the subject firm shall be deemed ineligible for bidding on County contracts with measures for one additional year unless the County Mayor or designee determines that an emergency exists justifying such participation, and the Board of County Commissioners approves such decision. The foregoing obligation shall be in addition to any SBE measure otherwise applicable to the future contract. A Make-up Plan requirement may not be satisfied on a contract with a 100 percent SBE set-aside measure.

Some of the contractual violations that may result in the imposition of the sanctions listed in Subsection (j) above include, but are not limited to, the following:

1. A SBE serving as a conduit for SBE work awarded to a firm as a SBE but which is being performed by a non-SBE firm;
2. A prime contractor not meeting SBE Services Program set-aside or subcontractor goal requirement;
3. Not obtaining or retaining SBE certification while performing work designated for SBE firms;
4. Failure of the prime contractor to report payments to subcontractors via the County's web-based system upon notification of payment by the County, or failure of subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame;
5. Failure to comply with SBE certification requirements, including not maintaining an actual place of business in Miami-Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification as a SBE;
7. Deviation from the Utilization Plan without prior approval from SBD;
8. Termination of the SBE's contract without prior approval from SBD;
9. Reduction of the scope of work of a SBE subcontractor agreement without prior approval from SBD;
10. Modifications to the terms and/or prices of payment to a SBE without prior approval from SBD;
11. Failure to enter into a written subcontract with a SBE after listing the firm on a Utilization Plan; and
12. Failure to pay subcontractors promptly and in accordance with the administrative procedures under this section.

The foregoing obligation shall be in addition to any SBE subcontractor goal otherwise applicable to the future contract. The contractor's failure to enter into a written subcontract with a SBE after listing the firm in its Utilization Plan, may result in the imposition of one or more of the sanctions listed in Subsection (j) above.

- (k) *Administrative Penalties.* The County Mayor or designee may impose, notwithstanding any other provision of this section, one or more of the following penalties for violation of or noncompliance with this section or its implementing or administrative orders, or bid and competitive selection documents:
1. The exclusion from county contracting and subcontracting for a specified period of time, not to exceed three (3) years, of a contractor, its individual officers, its shareholders with significant interests, and its affiliated businesses.
 2. The loss of eligibility to be certified as an SBE for a specified period of time, not to exceed three (3) years, for an applicant or a SBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.
 3. Where a contractor, its individual officers, shareholders with significant interests, or its affiliated businesses, attempts to comply with the provisions of this section through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, and SBE certification for a specified period of time, not to exceed five (5) years.
 4. If any individual or corporation, partnership or other entity, or any individual officer, shareholder with significant interests, director or partner of such entity or affiliated business of such entity participates in an attempt to comply with the provisions of this section through fraud, misrepresentation, or material misstatement, all such individuals and entities participating in the fraud, misrepresentation or material misstatement shall be excluded from County contracting, subcontracting, and SBE certification, for a specified period of time, not to exceed five (5) years.
 5. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was pervasive, the County Mayor or designee may order that the contract work be suspended or terminated, and that the noncomplying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.
 6. If the determination of the County Mayor or designee is that the contractor or subcontractor failed to comply and that such failure was limited to isolated instances and was not pervasive, the County Mayor or designee may, in the case of a goal deficit or deviation from the Utilization Plan without prior approval from the SBD Director (the "Unapproved Deviation"), order a penalty amount to be withheld from the contractor for such noncompliance as follows: for the first deficit or Unapproved Deviation, a penalty in an amount equal to 20% of the deficit or value of the work performed by the subcontractor that performed the work under the Unapproved Deviation; for the second deficit or Unapproved Deviation, a penalty in an amount equal to 40% thereof; and for the third and successive deficits or Unapproved Deviations, a penalty in an amount equal to 60% thereof. A fourth deficit or Unapproved Deviation within a three year period shall subject the contractor to debarment to be initiated by SBD in accordance with the debarment procedures of the County. A fourth deficit or Unapproved Deviation shall also constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms. Monies received from payment of penalties imposed hereunder shall be deposited in a separate account and shall be utilized solely to defray SBD's costs of administering the County's SBE program.
 7. If the required payment is not made within thirty (30) days of the (i) date by which a request for administrative appeal of a notice of violation was due and either not filed or not filed

timely, or (ii) administrative hearing or final resolution of any appeal therefrom, the noncomplying contractor or subcontractor and the principal owner(s) and qualifying agent(s) thereof shall be prohibited from bidding on or otherwise participating in County contracts for a period not to exceed three (3) years.

- (l) *Penalties for Utilization Plan violations.* If on three separate occasions, a subcontractor executed a Utilization Plan and subsequently becomes unavailable to perform or complete the work for the prime contractor during the contract period, SBD shall suspend said subcontractor from certification for one year. If SBD suspends the same subcontractor three times due to its failure to perform pursuant to a Utilization Plan as stated above, SBD shall suspend the subcontractor for a minimum of five years, or until such time as the subcontractor can show SBD that it is ready, willing and able to perform if five years has elapsed.

A prime contractor shall be subject to the same penalties as specified above for either: (i) deviating from its Utilization Plan without the prior approval from the SBD Director, on three separate occasions during the contract period; or (ii) being suspended three times due to a failure to comply with its Utilization Plan. The prime contractor will not be subject to a Make-up Plan of double the dollar value of the work, if a SBE is utilized to perform the work.

- (m) *Appeals.*

1. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this ordinance or its implementing order may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a nonrefundable filing fee to be established by implementing order, within 30 days of issuance of the notice. Upon timely receipt of a request for an administrative hearing, the County Mayor or designee shall appoint a hearing officer pursuant to Section 8CC-2 of the Code of Miami-Dade County, Florida, and fix a time for an administrative hearing thereon. Such hearing officers may be paid a fee for their services, but shall not be deemed County officers or employees within the purview of Sections 2-10.2, or 3-11.1 or otherwise.

Upon completion of the administrative hearing, the hearing officer shall transmit his/her findings of facts, conclusions and recommendations together with a transcript of all evidence taken before him/her or a recording of the hearing proceedings, and all exhibits received by him/her, to the County Mayor or designee, who (i) may sustain, reverse or modify the hearing officer's recommendations and (ii) shall render a final decision, in writing. The determination of the County Mayor may be reviewed by an appropriate court in the manner provided in the Florida Rules of Appellate Procedure.

2. The prevailing party shall not incur any additional expenses, fees or penalties. The unsuccessful appellant shall be responsible for all additional fees, costs and penalties associated with the appeal.

(Ord. No. 05-29, § 1, 2-1-05; Ord. No. 07-179, § 1, 12-4-07; Ord. No. 10-82, § 1, 12-7-10; Ord. No. 11-23, § 1, 5-3-11; Ord. No. 12-13, § 1, 3-6-12; Ord. No. 14-41, § 1, 4-8-14; Ord. No. 14-98, § 1, 10-7-14; Ord. No. 15-02, § 2, 2-3-15; Ord. No. 15-29, § 1, 5-5-15; Ord. No. 15-30, § 1, 5-5-15; Ord. No. 15-31, § 1, 5-5-15; Ord. No. 15-89, § 1, 9-16-15; Ord. No. 15-141, § 1, 12-1-15; Ord. No. 16-85, § 1, 9-7-16; Ord. No. 16-109, § 1, 10-5-16; Ord. No. 18-33, § 3, 4-10-18; Ord. No. 20-103, § 2, 10-6-20; Ord. No. 21-4, § 1, 1-21-21; Ord. No. 21-142, § 1, 12-1-21; Ord. No. 22-133, § 1, 10-18-22; Ord. No. 24-42, § 2, 5-7-24)