

SMALL BUSINESS ENTERPRISE CONSTRUCTION

May 19, 2025

**Miami-Dade County
SMALL BUSINESS ENTERPRISE - CONSTRUCTION
ADVISORY BOARD MEETING**

Monday, May 19, 2025 @1:00 p.m.

Virtual Meeting Zoom URL:

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

Webinar ID: 954 5601 8608

AGENDA

- I. Welcome/Introductions (5 min)**
- II. Old Business (15 min)**
 - a. Approval of March 17, 2025, Construction Advisory Board Meeting Minutes
- III. Discussion (30 min)**
 - a. Big Business Helping Small Businesses
 - b. SBD Certification Review Procedures - Laurie Johnson (Interim Director)
 - c. Task Log
- IV. SBD Section Reports (15 min)**
 - a. **SBE – Construction Business Outreach & Education**.....*Lawanda Wright*
SBD Business Outreach & Education
 - b. **SBE – Construction Certification Report**.....*Jeanise Cummings-Labossiere*
SBD Certification
 - c. **SBE – Construction Utilization Report**.....*Patrick Hines*
SBD Policy & Legislation Management
- V. Construction Management Reporting (30 min)**
 - a. **Miscellaneous Construction Contract MCC 9-18**
.....*Ginny Mirabel*
 - b. **Design, Build, Finance, Operate, Maintain Civil and Probate Courthouse**
.....*Armando Perez*
 - c. **MSC Cruise Terminal (Fincantieri Infrastructure Florida)**
.....*Roberto Curcuruto*



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d. ED Expansion and Renovation

..... Vincent Collins

e. South Dade Transit Operations

..... Christy Garcia

f. Dadeland South Intermodal Stat

..... Al Diab

g. Poole & Kent Company of Florida

..... Brian MacClugage

VI. New Business (15 min)

a. Request for future agenda items

VII. Reasonable opportunity for the public to be heard before County boards (Sec. 2-11.39.3) – (5 min)

VIII. Adjournment (5 min)



NEXT BOARD MEETING: July 21, 2025

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March 17, 2025, Meeting Minutes

**Small Business Enterprise Construction
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March 17, 2025
SBD Main Conference Room**

Start: 1:13 PM

Stop: 2:53 PM

Appointed: 8

Quorum: 5

(E)=Excused (U) =Unexcused

<u>PRESENT (7)</u>	<u>ABSENT (1)</u>
William Derrer (Chairperson)	D'Alessandro Salvatore (U)
Dorothy Brown-Alfaro	
Elsie K. Hamler	
Jessie Bernard Houston	
Shellie Ransom-Jackson	
Jeovanni R. Tarafa	
Alejandro Munilla	

Staff Present:

Ms. Laurie Johnson, Small Business Development, (SBD Interim Director), Lawanda Wright (SBD Section Chief), Ms. Jeanise Cummings-Labossiere, Ms. Alice Hidalgo-Gato (SBD Section Chief), Patrick (SBD Special Project Administrator 1) Michou Jean (SBD Section Manager), Sandra Petithomme (SBD) and Dwayne Holloway (SBD).

I. Welcome/Introductions – Ms. Sandra Petithomme convened the SBE Construction Advisory Board meeting at 1:13 pm. Ms. Petithomme welcomed the members and conducted the roll call, followed by staff introduction. Chairman William Derrer extended a warm welcome to all the members of the Board along with staff and proceeded to discuss the agenda.

II. Old Business

a. Approval of January 27, 2025, Construction Advisory Board Meeting Minutes

It was moved by Ms. Shellie Ransom-Jackson to approve January 27, 2025, Construction Advisory Board Meeting minutes. This motion was seconded by Ms. Elsie K. Hamler, and upon being put to a vote, the motion passed by a vote of 7-0.

III. Discussion

a. Task Log

• **Task Log Item 1**

Discussion ensued between Ms. Dorothy Brown-Alfaro, Ms. Laurie Johnson (SBD Section Chief), and Chairman Derrer regarding task log item 1. It was referenced as directed by the mayor; the task was now focused on enforcing prompt payment requirements in full. Ms. Johson noted that this applied to all entities, small businesses, architects, engineers, general contractors, so that payment tracking could occur in real time.

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Ms. Brown-Alfaro asked Ms. Johnson to invite Ms. Carla Denise Edwards to the next meeting, as she was the designated point person. She noted the goal was to understand whether there have been any updates since November 2024. Ms. Brown-Alfaro expressed concern that progress appears unlikely, which contrasts with what the board had previously discussed.

Ms. Johnson stated that instead of having Ms. Edwards attend the meeting, she would speak with her directly and relay the Board's request for a status update on the system and its timeline.

Chairman Derrer indicated if Ms. Edwards was unable to attend, she could provide a brief report. Ms. Johnson agreed to deliver the report on her behalf.

Chairman Derrer requested that Ms. Lawanda Wright provide the board members with a checklist for Small Business Enterprise (SBE) Construction firms at the next meeting. He stated the purpose was to review and confirm the checklist's content before voting to remove the item from the task log.

- **Task Log Item 2 Recommendation # 2 and Recommendation # 3**

Extensive discussion ensued amongst the board members regarding the responsible wage.

Ms. Alice Hidalgo-Gato, Section Chief of SBD, addressed Recommendation #3 by providing clarification regarding wage rate changes. She stated that any changes to the wage schedule would only apply to future contracts if the County Code were amended to require industry input. Ms. Hidalgo-Gato reported that this clarification came from the County Attorney.

Addressing Recommendation #2 whether change orders could be issued due to wage increases, Ms. Hidalgo-Gato explained that unless an escalation cost was built into the contract, contractors typically cannot bill for those increases. She deferred to Ms. Johnson for confirmation.

Chairman Derrer asked Ms. Johnson to provide an example of a contract with built-in cost escalation for the next meeting. He stressed the goal was to clarify this issue and potentially remove it from the task log. Chairman Derrer noted there was a need to clarify that any updates to the standard contract would not apply retroactively, only to future agreements.

- **Task Log Item 2 Recommendation # 4**

Ms. Johnson clarified that payment and performance bond requirements were governed by state statute, not by the county. She noted the \$500,000 threshold referenced was specific to Hillsborough County but still falls under state law. Ms. Johnson stated if a similar policy was

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proposed or implemented in Miami-Dade County, it would require state-level lobbying, as it was not within the county's authority to make those changes independently.

- **Task Log Item 5**

Ms. Johnson stated that she would provide a printed copy of the Florida statute governing retainage at the next meeting. She also mentioned that the statute would be shared with the Business Outreach Team so it could be included in the contractor checklist and used as part of their educational materials.

b. International Union Operating Engineers local 487 – Jim Junecko

Ms. Dorothy Brown-Alfaro asked how could a non-union contractors participate or provide input regarding industry rates.

Mr. Junecko responded that they were open to partnering with any business within the construction trade. He stated non-union contractors could become signatory contractors with the union by having a conversation about how the partnership could benefit their workforce and company. Mr. Junecko mentioned that all training was conducted in-house, including for trades with registered apprenticeship programs. He noted for example, their crane operator program was the only state-registered apprenticeship for operators in Florida, and they also train mechanical equipment at no cost to the partnering company.

He explained that businesses could either become signatory contractors on a project or through a Project Labor Agreement (PLA) and/or fully sign on with the union. Mr. Junecko noted if a contractor chooses not to become union-affiliated, they would not have a formal avenue to provide input on industry rates even if they were still required to pay them.

IV. SBD Section Reports

a. SBE-Construction Business Outreach & Education

Ms. Lawanda Wright, SBD Section Chief, provided the board members with an update on the Business Outreach & Education report for the period of October 1, 2024, to November 30, 2024. She announced that there were two reports before them and clarified a correction from the previous Board meeting. Ms. Wright indicated that the prior report mistakenly included cumulative data, whereas the current report accurately reflects only the first two months of the fiscal year, from October 1st to November 30th, 2024.

She provided the board members with an update on the Business Outreach & Education report for the period of December 1, 2024, to January 31, 2025. She noted certification assistance was

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provided to 126 firms during the period, totaling 178 firms year-to-date (YTD). Additionally, she noted there were four (4) Needs Assessment Meetings (NAMS) for this period, with 14 YTD. Ms. Wright stated there were 68 technical assistances provided during this period, with a YTD total of 167. She noted there were five (5) payment issues, equating to \$35,102 for the YTD. Also, Ms. Wright noted there were nine (9) payment issues for \$687,000 YTD. She mentioned for this period, there were three (3) prompt payment issues for \$27,465 YTD, with four (4) prompt payment issues for \$505,222, with two (2) contract issues for this period, and 3 YTD. Lastly, she noted 103 contract opportunity emails were sent out during this period, bringing the YTD total to 733.

In response to Ms. Elsie K. Hamler's inquiry about the contract issues presented to staff, Ms. Wright explained that one involved a roofing contract between some vendors and the Internal Services Department (ISD), where there was a dispute regarding the scope of work—whether certain tasks should or should not be completed, potentially involving additional work. Ms. Wright stated the second issue was also contract-related, possibly involving the Jackson Health System, with similar concerns about the scope of work and whether additional tasks were required.

Ms. Dorothy Brown-Alfaro requested that Ms. Wright identify the difference between small businesses and the departments involved in payment issues in future reports on payment issues.

Ms. Wright presented the Bonding Report for the period of December 1, 2024, to January 31, 2025, noting that one (1) firm received assistance during this period, bringing the total to three (3). She explained that none of the bond applications assisted had been finalized or approved, as the responsibility ultimately falls on the firms to complete the application process. Additionally, she noted that one firm received financial assistance during this period, with a total of two (2) firms over the past few months. However, Ms. Wright stated that these firms had only sought assistance and have not yet submitted loan applications or taken further action.

Mr. Jessie Bernard Houston inquired whether the loan and bond programs were part of the regular monthly outreach efforts mentioned in the previous section. Ms. Wright clarified that these programs were separate. However, she emphasized that during events, staff always inform small businesses about the availability of bonding and financial assistance, encouraging the firms to reach out to staff at any time. She advised businesses not to wait until they were actively bidding on a project to seek assistance.

Additionally, Ms. Wright mentioned a recent virtual event that covered more than just tax preparation, while bankers were present to discuss financial considerations and opportunities for small businesses. She noted while staff continuously promote these services, businesses typically reach out when they have a specific need.

b. SBE-Construction Certification Report (Jeanise Cummings-Labossiere)

Ms. Cummings-Labossiere briefed the board members on the Construction Certification Report for periods December 1, 2024, to January 31, 2025. She reported that during this period, 11 new

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applications were approved, along with four (4) 3-year recertified applications, bringing the total to 15 approved applications. Ms. Cummings-Labossiere stated there were no cases of graduation or denial.

She also provided an update on the total number of Certified Small Business Enterprises (SBEs), which stands at 741. She noted this includes 88 African American-owned businesses, 42 Caucasian-owned businesses, 596 Hispanic-owned businesses, 6 Asian-owned businesses, 1 Native American-owned business, and 8 classified as "Other." Additionally, Ms. Cummings-Labossiere indicated there were 128 female-owned businesses and 613 male-owned businesses, making up the total of 741 SBEs.

c. SBE-Construction Utilization Report (Patrick Hines)

Mr. Patrick Hines (SBD Special Projects Administrator 1) presented an update on the Construction Utilization report for the period of December 1, 2024, to January 31, 2025, noting contracts awarded to SBE equated to \$13.4 million. He also noted that the contracts supported with measures and without measures for firms certified and not certified totaled to \$189.4 million. Mr. Hines also updated the board members on contracts awarded annually from 2021 through 2024 by gender and ethnicity.

Discussion ensued between Ms. Elsie K. Hamler and Mr. Hines about the percentage breakdown of the figures presented in the chart.

Further discussion ensued amongst Chairman Derrer, Ms. Dorothy Brown-Alfaro, and Mr. Jessie Bernard Houston regarding the goals that had been achieved.

V. Construction Management Reporting

a. Miscellaneous Construction Contract MCC-9-18

Ms. Ginny Mirabal presented the MCC-9-18 report for the periods December 1, 2024, to January 31, 2025. She reported out of the \$20,548,293.71, \$17,085,158.98 was for construction related values of construction project information, with \$15,943,352.66 in payments towards small businesses.

b. Design, Build, Finance, Operate, Maintain Civil and Probate Courthouse

Mr. Armando Perez presented the Design, Build, Finance, Operate, Maintain Civil and Probate Courthouse report for the period December 1, 2024, to January 31, 2025, noting the Small Business Enterprise (SBE) goal was 13.11%, but they exceeded the percentage to 22.53%. He noted the firm contracted \$39,321,998.72 and paid out \$234,992,538.46 to SBE subcontractors.

c. MSC Cruise Terminal (Fincantieri Infrastructure Florida)

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Ms. Deborah Ductant briefed the board members on MSC Cruise Terminal report for periods December 1, 2024, to January 31, 2025. She noted the project, under the specified contract, the focus was on achieving the following goals: of allocating 14% for design, 10.01% for construction, and 2.2% for goods and services, which the goal exceeded over 7%. She noted the total dollar value contracted to Small Business Enterprise (SBE's) was \$50,844,127.22.

d. ED Expansion and Renovation

Mr. Vincent Collins provided an overview of the DTC East Tower Vertical Expansion report for December 1, 2024, to January 31, 2025, indicating the mentorship goal for the project was 6.31% for Small Business Enterprise (SBE), with a goal of 32.77% and 0.25% of the \$169,014,365 million, \$133,446,400. cost of work, total dollar value contracted, \$32,286,277.

e. Poole and Kent Company of Florida- submitted a report, but no representative was available to present or discuss the report.

VI. New Business

a. Request for future agenda items

Ms. Lawanda Wright announced that Construction Industry Day for Small Business Week will take place on Thursday, May 8th, at the Embassy Suites located across from the airport.

Chairman William Derrer requested that staff include a review of the board membership on the agenda for the next meeting. He emphasized the need to develop a plan to ensure members were appointed, and to address the issue of appointed members who were not showing up.

VII. Reasonable Opportunity for the public to be heard before County boards (Sec. 2-11.39.3).

Chairman William Derrer opened the reasonable opportunity to be heard; and seeing no hand raised to speak, the reasonable opportunity to be heard was closed.

VIII. Adjournment

There being no further business to come before the Small Business Enterprise (SBE) Construction Advisory Board, the meeting was adjourned at 2:53 p.m.

SBD Certification Review Procedures

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 warranty 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 and 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.

(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)

Task Log

SBE - Construction Advisory Board Task Log A
As of May 19, 2025

#	Task	Department	Comment	Status
1	<p>To enhance the Small Business Enterprise Construction Services (SBE-C) and encourage more business with Miami-Dade County, we recommend the following integrated approach:</p> <p>1. Enforce Prompt Payment and Streamline Processing: Expedite the processing of SBE-C pay applications for both base contract work, retainage, and change orders. Implement a streamlined, direct process that tracks payments and change order approvals from the moment SBE-C submits them to the Prime or Miami-Dade County until payment is received. This will help user departments monitor the status of applications, reducing delays and ensuring timely payment.</p> <p>2. Mandatory Compliance and Interest Payments: Require all departments to adhere to these streamlined processes and automatically pay interest for any delayed payments to both SBE-C and non-SBE-C contractors. Miami-Dade County should track the payment of interest to ensure accountability and compliance.</p> <p>3. Contractor Education and Outreach: Conduct outreach efforts to educate contractors on the payment process and their entitlements under the contract. This will ensure all contractors, including SBE-C and non-SBE-C, understand the steps required to receive timely payment, further supporting a positive contractor experience.</p>	SBD	Forward recommendation to SBD staff for input	Pending
2	<p>Recommendation #2: SBE-Cs should not be burdened with the task to estimate what the future wage rates will be for projects under Miami Dade County Responsible Wages and Benefits Schedule, the SBE-C shall be entitled to an increase with an equitable adjustment with each new Miami-Dade County Responsible Wages & benefit schedule.</p>	SBD	Forward recommendation to SBD staff for input	Pending
3	<p>Recommendation #3: SBE-Cs and local construction trade organization should be allowed to provide industry input into both Miami Dade County Responsible Wages, establish the union rate and the Davis Bacon Wages by amending the Administrative Order, Ordinance, and laws to include our input.</p>	SBD	Forward recommendation to SBD staff for input	Pending
4	<p>Recommendation #4: Adopt the Hillsborough County bond program whereby no bid, payment, and performance bond will be required for contracts \$500,000.00 and under in Miami Dade County.</p>	SBD	Forward recommendation to SBD staff for input	Pending
5	<p>How are SBD and Miami-Dade County informing SBE-C firms and Miami-Dade County departments that, as of October 2020, Florida state law limits retainage on public projects to 5%</p>	SBD	Send request to BOE	Pending

[Menu](#)**2024 Florida Statutes**[< Back to Statute Search](#)

Title XVIII PUBLIC LANDS AND PROPERTY

Chapter 255 PUBLIC PROPERTY AND PUBLICLY OWNED
BUILDINGS**SECTION 078 Public construction retainage.****¹255.078 Public construction retainage.—**

(1) With regard to any contract for construction services, a public entity may withhold from each progress payment made to the contractor an amount not exceeding 5 percent of the payment as retainage.

(2) This section and s. [255.077](#) do not prohibit a public entity from withholding retainage at a rate less than 5 percent of each progress payment, from incrementally reducing the rate of retainage pursuant to a schedule provided for in the contract, or from releasing at any point all or a portion of any retainage withheld by the public entity which is attributable to the labor, services, or materials supplied by the contractor or by one or more subcontractors or suppliers. If a public entity makes any payment of retainage to the contractor which is attributable to the labor, services, or materials supplied by one or more subcontractors or suppliers, the contractor must timely remit payment of such retainage to those subcontractors and suppliers.

(3) This section and s. [255.077](#) do not require the public entity to pay or release any amounts that are the subject of a good faith dispute made in writing pursuant to the contract or the subject of a claim brought pursuant to s. [255.05](#).

(4) The same time limits for payment of a payment request apply regardless of whether the payment request is for, or includes, retainage.

(5) Subsection (1) does not apply to construction services purchased by a public entity which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Florida Prompt Payment Act.

(6) This section does not apply to any construction services purchased by a public entity if the total cost of the construction services purchased as identified in the contract is \$200,000 or less.

History.—s. 12, ch. 2005-230; s. 4, ch. 2020-173; s. 6, ch. 2023-134.

¹Note.—Section 5(2), ch. 2020-173, provides that “[t]he amendments made to ss. 255.05 and 255.078, Florida Statutes, by this act do not apply to contracts executed under chapter 337, Florida Statutes.”

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SBE - Construction Business Outreach & Education

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

		Total for Period	YTD Total
Activity	Assistance Provided to Small Business Enterprise- Construction Program		
1	Certification Assistance	78	256
2	Needs Assessment Meetings (NAMS)	9	23
3	Technical Assistance	102	269
4	Payment Issues	3	12
4.1	Payment Issues Related Dollars	\$331,778	\$1,019,142
5	Prompt Payment Issues	3	7
5.1	Prompt Payment Issues Related Dollars	\$409,779	\$915,001
6	Contract Issues (Non-dollar related)	0	3
7	Contact with SBE-Construction Firms (emails highlighting contract opportunities	33	766

		Total for Period	YTD Total
Activity	Training, Education and Outreach Activities		
1	Small Business Development (sponsored) Workshops and Forums	1	6
1.1	Number of Attendants	57	238
2	Partnership Workshops & Forums	5	10
2.1	Number of Firms (with whom contact was made)	189	515
Activity	Technical Training & Development Workshops		
3	Surety workshop	1	1
3.1	n/a		

Bonding and Financial Assistance Report

**The Office of
Small Business Development
Business Outreach & Education
February 01 2025-March 31, 2025**

		Total for Period	
		YTD Total	
Activity #	Bonding Assistance	02/01/25- 03/31/25	10/01/24- 03/31/25
1	Firms Assisted with Bonding Needs	3	6
2	Bond Application Received	2	2
3	Bonding Applications Approved	2	2
4	Bond Applications Denied	0	0
5	Value of Approved Bond Applications	\$3,000,000.00	\$3,000,000.00
	Financial Assistance – Non-Covid Related		
1	Firms Assisted with Loan Needs	5	7
2	Loan Application Received **	0	0
3	Loan Applications Approved	0	0
4	Loan Application Denied	0	0
5	Value of Approved Loan Applications	\$0.00	\$0.00

Bonding

Race/Ethnicity: Hispanic, African American

Surety: Acrisure, Alscott Surety

Financial Assistance

Race/Ethnicity: Lender:

Workshops hosted

Tax preparation for business growth on 01/30/2025

Access to Capital on 04/25/2025

Surety Bond Workshop on 08/29/2024

SBE – Construction Certification Report

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

				Total Amount	African American	Caucasian	Hispanic	Asian	Native American	Other		Female	Male	Total Amount
1 2 3	Total Certified SBE-CON as of 3/31/25			739	88	43	594	6	1	7		128	611	739
			New	3 year Recert										
	Approved Applications (New & Recertification)		8	5	13									
	Graduated				1									
	Denied				0									

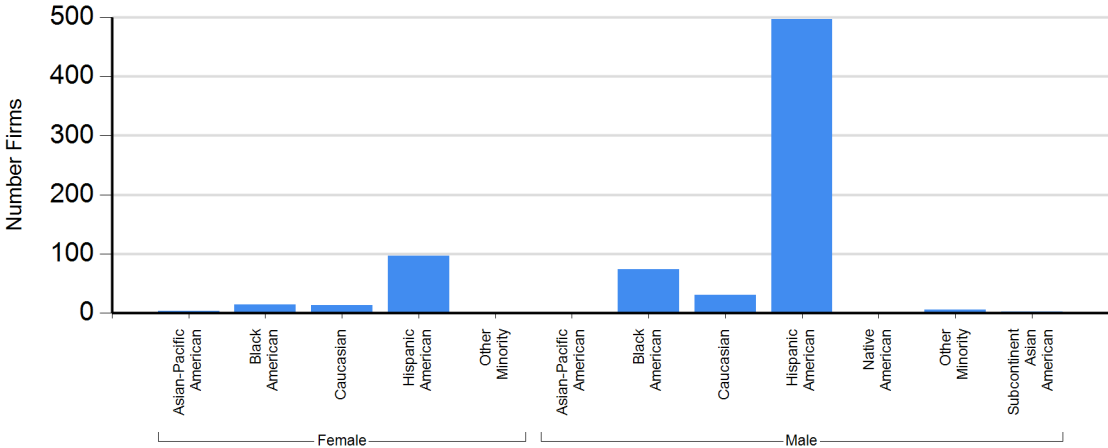
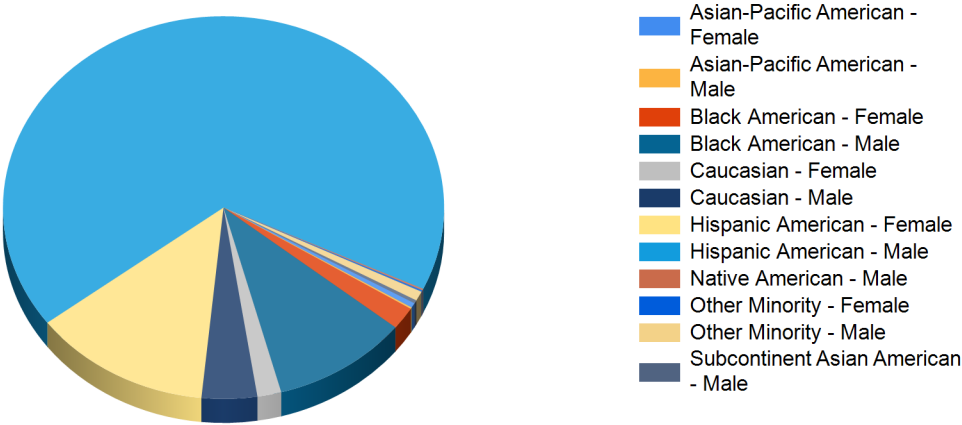
This is a race and gender neutral program. This report is for informational purposes only.

Certified Directory - Ethnicity & Gender Summary

Ethnicity & Gender Summary

Ethnicity	Gender	Number Firms	Percent of Total
Asian-Pacific American	Female	3	0.41%
Asian-Pacific American	Male	1	0.14%
Black American	Female	14	1.89%
Black American	Male	74	10.01%
Caucasian	Female	13	1.76%
Caucasian	Male	30	4.06%
Hispanic American	Female	97	13.13%
Hispanic American	Male	497	67.25%
Native American	Male	1	0.14%
Other Minority	Female	1	0.14%
Other Minority	Male	6	0.81%
Subcontinent Asian American	Male	2	0.27%
Total Firms		739	

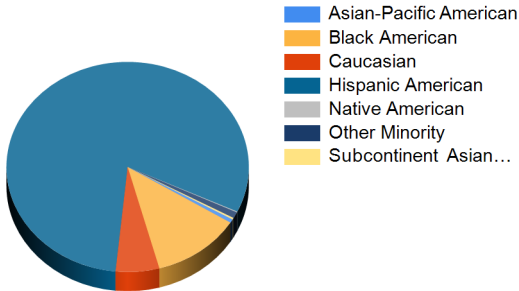
Certified Directory - Ethnicity & Gender Summary



Certified Directory - Ethnicity & Gender Summary

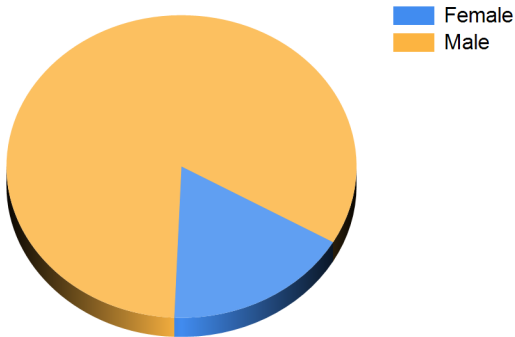
Ethnicity Summary

Ethnicity	Number Firms	Percent of Total
Asian-Pacific American	4	0.54%
Black American	88	11.91%
Caucasian	43	5.82%
Hispanic American	594	80.38%
Native American	1	0.14%
Other Minority	7	0.95%
Subcontinent Asian American	2	0.27%
Total Firms	739	

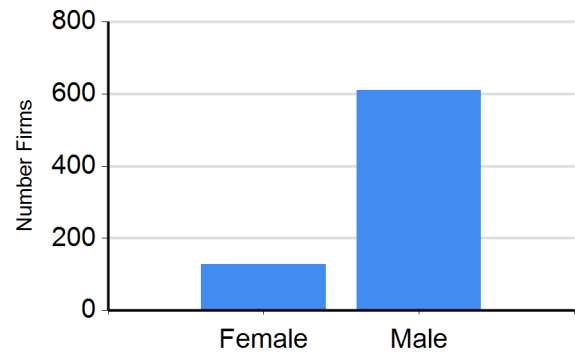
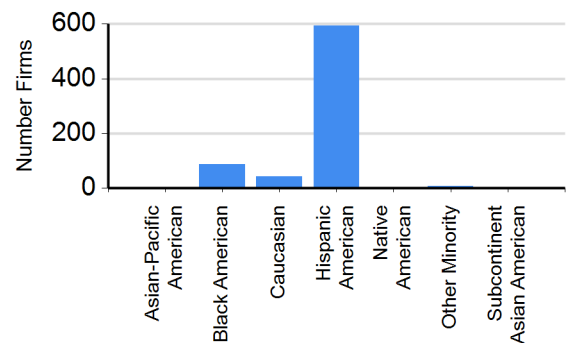


Gender Summary

Gender	Number Firms	Percent of Total
Female	128	17.32%
Male	611	82.68%
Total Firms	739	



Certified Directory - Ethnicity & Gender Summary



SBE – Construction Utilization Report

Miami-Dade County Small Business Enterprise (SBE) Construction Program

		CONTRACTS AWARDED																
		Reporting Period: 2/1/25 to 3/31/25																
		SBE GOALS/MEASURES						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. Construction	97,006	5%	1,846,996	95%	1,944,002	96%	14,116,167	14%	88,098,950	86%	102,215,117	78%	14,213,173	14%	89,945,946	86%	104,159,119	78%
2. MCC					-	0%					-	0%			-	0%		0%
3. MCC 7040	91,225	100%		0%	91,225	4%	326,099	100%		0%	326,099	0%	417,324	100%	-	0%	417,324	0%
4. MCC 7360					-	0%	21,953,173	75%	7,245,080	25%	29,198,253	22%	21,953,173	75%	7,245,080	25%	29,198,253	22%
5. Design/Build					-	0%					-	0%			-	0%		
6. Leases					-	0%					-	0%			-	0%		0%
7. Maintenance					-	0%					-	0%			-	0%		0%
8. Owner Direct Purchases					-	0%					-	0%			-	0%		0%
TOTAL	188,231	9%	1,846,996	91%	2,035,227	100%	36,395,439	28%	95,344,030	72%	131,739,469	100%	36,583,669	27%	97,191,026	73%	133,774,695	100%

CONTRACTS AWARDED 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	TOTAL	Male		Female		Unknown	TOTAL	Male		Female		Unknown	TOTAL
1. Asian Pacific American						-	0%		852,700	100%		0%	852,700	100%		0%	-	0%
2. Black American	6,140	100%		0%		6,140	0%		1,224,507	75%		25%	1,230,647	75%		25%	400,000	1,630,647
3. Caucasian						-	0%		1,442,156	100%		0%	1,442,156	100%		0%	-	1,442,156
4. Hispanic American	170,011	93%	12,080	7%		182,091	9%		58,541,864	91%		9%	64,116,820	49%		91%	5,587,035	64,298,910
5. Native American						-	0%					0%	-	0%			-	-
6. Other Minority						-	0%		27,080	100%		0%	27,080	100%		0%	-	27,080
7. Subcontinent Asian American						-	0%					0%	-	0%			-	-
8. Unknown	1,020,379	55%		0%	826,617	45%	1,846,996	91%		0%	63,676,207	100%	63,676,207	48%		0%	64,502,824	65,523,203
TOTAL	1,196,530	59%	12,080	1%	826,617	41%	2,035,227	100%	62,088,307	47%	5,974,955	5%	63,676,207	48%	131,739,469	100%	63,284,836	133,774,695

		CONTRACTS PAID																
		Reporting Period: 2/1/25 to 3/31/25																
		SBE GOALS/MEASURES						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. Construction	16,744,862	19%	69,843,546	81%	86,588,408	61%	3,441,113	8%	37,345,508	92%	40,786,621	64%	20,185,975	16%	107,189,054	84%	127,375,029	62%
2. MCC					-	0%					-	0%			-		-	0%
3. MCC 7040	14,894,261	98%	316,107	2%	15,210,368	11%	912,447	100%		0%	912,447	1%	15,806,708	98%	316,107	2%	16,122,815	8%
4. MCC 7360	3,031,190	55%	2,457,002	45%	5,488,192	4%	8,233,767	49%	8,508,150	51%	16,741,916	26%	11,264,957	51%	10,965,152	49%	22,230,109	11%
5. Design/Build	491,827	1%	32,876,771	99%	33,368,597	23%	36,800	1%	5,169,833	99%	5,206,633	8%	528,627	1%	38,046,604	99%	38,575,231	19%
6. Leases	427,293	26%	1,194,879	74%	1,622,172	1%					-	0%	427,293	26%	1,194,879	74%	1,622,172	1%
7. Maintenance					-	0%					-	0%			-		-	0%
8. Owner Direct Purchases					-	0%					-	0%			-		-	0%
TOTAL	35,589,433	25%	106,688,305	75%	142,277,738	100%	12,624,127	20%	51,023,491	80%	63,647,618	100%	48,213,560	23%	157,711,796	77%	205,925,355	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	TOTAL	Male		Female		Unknown	TOTAL	Male		Female		Unknown	TOTAL
1. Asian Pacific American	21,708	100%		0%		21,708	0%					0%	21,708	100%		0%	-	21,708
2. Black American	422,960	83%	83,950	17%		506,910	0%		718,984	97%	25,077	3%	1,141,944	91%	109,027	9%	-	1,250,971
3. Caucasian	45,593,275	99%	496,342	1%	149,135	0%	46,238,752	32%	2,424,510	75%	811,286	25%	48,017,785	97%	1,307,628	3%	149,135	49,474,548
4. Hispanic American	48,667,037	83%	9,584,903	16%	153,520	0%	58,405,460	41%	32,615,802	97%	1,168,252	3%	81,282,839	88%	10,753,155	12%	153,520	92,189,514
5. Native American	0					-	0%					0%	-	0%			-	-
6. Other Minority	0	0%	0	0%	3,541,125	100%	3,541,125	2%	35,227	100%		0%	35,227	1%	-	0%	3,541,125	3,576,352
7. Subcontinent Asian American	54,751	100%		0%		54,751	0%					0%	54,751	100%		0%	-	54,751
8. Unknown	0	0%		0%	33,509,031	100%	33,509,031	24%	12,771,222	49%	-	0%	13,077,259	51%	25,848,481	41%	12,771,222	59,357,512
TOTAL	94,759,731	67%	10,165,196	7%	37,352,811	26%	142,277,738	100%	48,565,744	76%	2,004,614	3%	13,077,259	21%	63,647,618	100%	143,325,475	205,925,355

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.

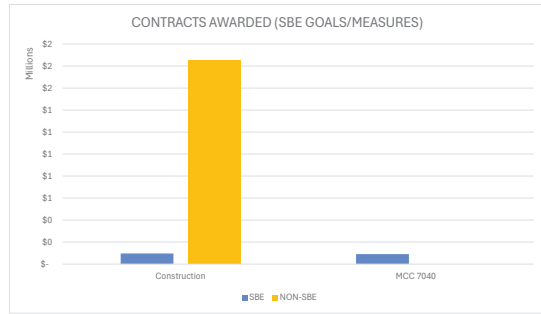
²The capturing of demographic data is based on voluntary information provided and or entered by prime and sub-contractors.

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

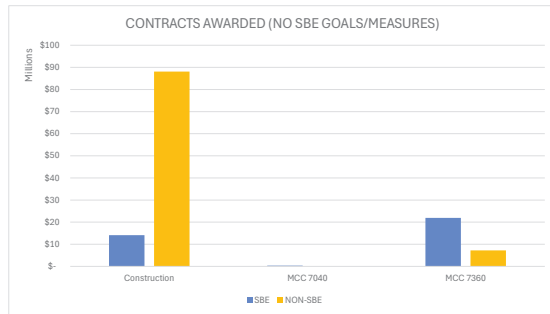
Miami-Dade County Small Business Enterprise (SBE) Construction Program
Reporting Period: 2/1/25 to 3/31/25 (Bi-Monthly)

CONTRACTS AWARDED

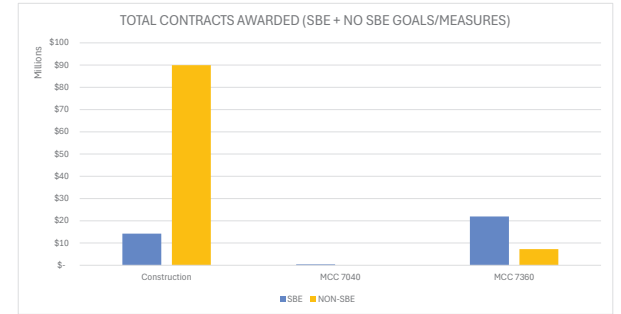
1						
CONTRACTS AWARDED (SBE GOALS/MEASURES)						
	SBE		NON-SBE		Total	
Construction	\$ 97,006	5%	\$ 1,846,996	95%	\$ 1,944,002	96%
MCC	\$ -		\$ -		\$ -	0%
MCC 7040	\$ 91,225	100%	\$ -	0%	\$ 91,225	4%
MCC 7360	\$ -		\$ -		\$ -	0%
Design/Build	\$ -		\$ -		\$ -	0%
Leases	\$ -		\$ -		\$ -	0%
Maintenance	\$ -		\$ -		\$ -	0%
Owner Direct Purchases	\$ -		\$ -		\$ -	0%
Total	\$ 188,231	9%	\$ 1,846,996	91%	\$ 2,035,227	100%



2						
CONTRACTS AWARDED (NO SBE GOALS/MEASURES)						
	SBE		NON-SBE		Total	
Construction	\$ 14,116,167	14%	\$ 88,098,950	86%	\$ 102,215,117	78%
MCC	\$ -		\$ -		\$ -	0%
MCC 7040	\$ 326,099	100%	\$ -	0%	\$ 326,099	0%
MCC 7360	\$ 21,953,173	75%	\$ 7,245,080	25%	\$ 29,198,253	22%
Design/Build	\$ -		\$ -		\$ -	0%
Leases	\$ -		\$ -		\$ -	0%
Maintenance	\$ -		\$ -		\$ -	0%
Owner Direct Purchases	\$ -		\$ -		\$ -	0%
Total	\$ 36,395,439	28%	\$ 95,344,030	72%	\$ 131,739,469	100%

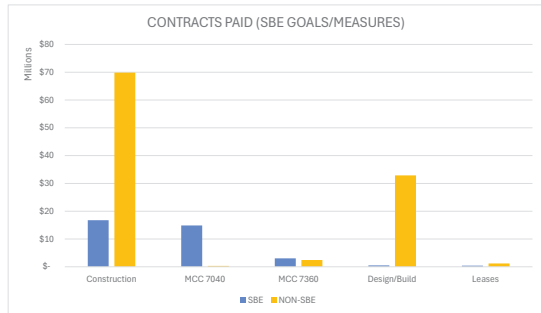


3						
TOTAL CONTRACTS AWARDED (SBE + NO SBE GOALS/MEASURES)						
	SBE		NON-SBE		Total	
Construction	\$ 14,213,173	14%	\$ 89,945,946	86%	\$ 104,159,119	78%
MCC	\$ -		\$ -		\$ -	0%
MCC 7040	\$ 417,324	100%	\$ -	0%	\$ 417,324	0%
MCC 7360	\$ 21,953,173	75%	\$ 7,245,080	25%	\$ 29,198,253	22%
Design/Build	\$ -		\$ -		\$ -	0%
Leases	\$ -		\$ -		\$ -	0%
Maintenance	\$ -		\$ -		\$ -	0%
Owner Direct Purchases	\$ -		\$ -		\$ -	0%
Total	\$ 36,583,669	27%	\$ 97,191,026	73%	\$ 133,774,695	100%



CONTRACTS PAID

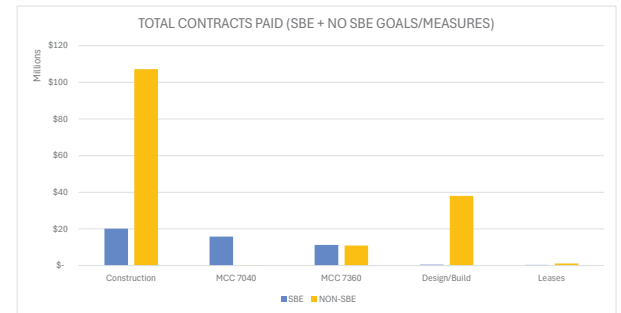
4						
CONTRACTS PAID (SBE GOALS/MEASURES)						
	SBE		NON-SBE		Total	
Construction	\$ 16,744,862	19%	\$ 69,843,546	81%	\$ 86,588,408	61%
MCC	\$ -		\$ -		\$ -	0%
MCC 7040	\$ 14,894,261	98%	\$ 316,107	2%	\$ 15,210,368	11%
MCC 7360	\$ 3,031,190	55%	\$ 2,457,002	45%	\$ 5,488,192	4%
Design/Build	\$ 491,827	1%	\$ 32,876,771	99%	\$ 33,368,597	23%
Leases	\$ 427,293	26%	\$ 1,194,879	74%	\$ 1,622,172	1%
Maintenance	\$ -		\$ -		\$ -	0%
Owner Direct Purchases	\$ -		\$ -		\$ -	0%
Total	\$ 35,589,433	25%	\$ 106,688,305	75%	\$ 142,277,738	100%



5						
CONTRACTS PAID (NO SBE GOALS/MEASURES)						
	SBE		NON-SBE		Total	
Construction	\$ 3,441,113	8%	\$ 37,345,508	92%	\$ 40,786,621	64%
MCC	\$ -		\$ -		\$ -	0%
MCC 7040	\$ 912,447	100%	\$ -	0%	\$ 912,447	1%
MCC 7360	\$ 8,233,767	49%	\$ 8,508,150	51%	\$ 16,741,916	26%
Design/Build	\$ 36,800	1%	\$ 5,169,833	99%	\$ 5,206,633	8%
Leases	\$ -		\$ -		\$ -	0%
Maintenance	\$ -		\$ -		\$ -	0%
Owner Direct Purchases	\$ -		\$ -		\$ -	0%
Total	\$ 12,624,127	20%	\$ 51,023,491	80%	\$ 63,647,618	100%



6						
TOTAL CONTRACTS PAID (SBE + NO SBE GOALS/MEASURES)						
	SBE		NON-SBE		Total	
Construction	\$ 20,185,975	16%	\$ 107,189,054	84%	\$ 127,375,029	62%
MCC	\$ -		\$ -		\$ -	0%
MCC 7040	\$ 15,806,708	98%	\$ 316,107	2%	\$ 16,122,815	8%
MCC 7360	\$ 11,264,957	51%	\$ 10,965,152	49%	\$ 22,230,109	11%
Design/Build	\$ 528,627	1%	\$ 38,046,604	99%	\$ 38,575,231	19%
Leases	\$ 427,293	26%	\$ 1,194,879	74%	\$ 1,622,172	1%
Maintenance	\$ -		\$ -		\$ -	0%
Owner Direct Purchases	\$ -		\$ -		\$ -	0%
Total	\$ 48,213,560	23%	\$ 157,711,796	77%	\$ 205,925,355	100%



Miami-Dade County Small Business Enterprise (SBE) Construction Program

		CONTRACTS AWARDED ANNUAL REPORTING: 2021						CONTRACTS AWARDED ANNUAL REPORTING: 2022						CONTRACTS AWARDED ANNUAL REPORTING: 2023						CONTRACTS AWARDED ANNUAL REPORTING: 2024																	
		TOTAL (\$B + NO SBE GOALS/MEASURES)			TOTAL SBE			TOTAL (\$B + NO SBE GOALS/MEASURES)			TOTAL SBE			TOTAL (\$B + NO SBE GOALS/MEASURES)			TOTAL SBE			TOTAL (\$B + NO SBE GOALS/MEASURES)			TOTAL SBE														
Contract Type		\$B	%	GOALS	\$B	%	GOALS	\$B	%	GOALS	\$B	%	GOALS	\$B	%	GOALS	\$B	%	GOALS	\$B	%	GOALS	\$B	%	GOALS												
1. Construction		77,227.92	10%		658,833,458	90%		736,062,091	63%		94,988,537	12%		734,377,530	88%		799,362,047	67%		110,852,505	91%		482,642,283	81%		539,458,788	55%		114,309,167	12%		847,756,398	88%		962,065,548	56%	
2. MCC																																					
3. MCC T&D		93,079,932	88%		12,450,537	12%		105,540,469	9%		94,549,012	95%		5,268,324	5%		95,817,403	8%		104,427,809	98%		2,166,449	2%		106,639,258	10%		149,619,474	99%		1,291,191	1%		94,910,886	6%	
4. MCC T&D		93,866,275	93%		74,389,025	69%		113,755,343	10%																												
5. Design/Build																																					
6. Leases		7,573,341	4%		207,816,625	66%		215,389,966	18%		3,301,185	13%		21,786,085	87%		25,087,270	2%			13,586,861	13%		71,551,694	63%		88,088,555										
7. Maintenance																																					
8. Owner Direct Purchases																																					
TOTAL		212,247,241	19%		953,489,674	81%		1,170,737,051	20%		245,930,876	21%		943,022,882	79%		1,188,953,759	10%		346,615,842	32%		734,442,687	68%		1,079,058,519	10%		372,420,447	22%		1,353,133,706	78%		1,725,544,152	10%	

Ethnicity Type	CONTRACTS AWARDED DEMOGRAPHICS ANNUAL REPORTING: 2021										CONTRACTS AWARDED DEMOGRAPHICS ANNUAL REPORTING: 2022										CONTRACTS AWARDED DEMOGRAPHICS ANNUAL REPORTING: 2023										CONTRACTS AWARDED DEMOGRAPHICS ANNUAL REPORTING: 2024									
	TOTAL (\$B + NO SBE GOALS/MEASURES)					TOTAL (\$B + NO SBE GOALS/MEASURES)					TOTAL (\$B + NO SBE GOALS/MEASURES)					TOTAL (\$B + NO SBE GOALS/MEASURES)					TOTAL (\$B + NO SBE GOALS/MEASURES)																			
	Male		Female		Unknown	Male		Female		Unknown	Male		Female		Unknown	Male		Female		Unknown	Male		Female		Unknown	Male		Female		Unknown	TOTAL									
	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%	%										
1. Asian Pacific American	513,642	90%	58,800	100%	0%	573,442	90%	618,265	49%	649,285	51%	0%	1,267,551	0%	40,887	100%	0%	0%	0%	40,887	0.00%	464,967	59%	319,626	41%	0%	784,393	0.56%												
2. Black American	11,411,708	89%	1,393,428	11%	0%	12,796,536	1%	16,785,958	95%	1,891,357	10%	0%	17,677,315	2%	20,274,988	75%	21,806,409	25%	0%	27,081,397	2.51%	19,795,187	81%	4,760,757	10%	0%	24,564,964	1.42%												
3. Caucasian	308,797,759	99%	12,947,129	1%	0%	361,746,888	31%	321,533,386	95%	19,726,540	5%	22,513	0%	339,492,498	29%	124,884,256	85%	2,691,495	15%	0%	145,975,717	13.51%	673,179,182	39.81%	0%	64,941,540	39.81%													
4. Hispanic American	326,080,614	85%	36,907,010	31%	0%	363,087,624	31%	306,680,624	85%	35,312,517	1%	2,248,029	9%	312,286,724	8%	449,829	9%	51,860,155	0%	823,901	0.14%	502,553,059	1.37%	405,161,764	86%	67,444,925	14%	198,952	0.04%	409,305,301	0.7%									
5. Native American	162,500	100%	0%	0%	162,500	0%	0%	0%	0%	0%	37,021	0%	37,021	0%	3,650	3%	0%	103,270	97%	106,920	0.1%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%									
6. Other Minority	430,014	96%	310,528	4%	0%	8,884,938	1%	3,191,576	100%	4,441	0%	0%	3,196,016	0%	12,886,023	100%	14,500	0.11%	7,231	0%	1,003,734	1.21%	41,031,525	2%	881,300	0%	220,733,421	98%	275,629,257	13.08%										
7. Subcontinent Asian American	610,000	100%	0%	0%	610,000	0%	378,141	0%	0%	0%	378,141	0%	7,703,410	57%	1,825,490	57%	12,995,000	93%	51,270,913	0.18%	2,998,810	0.28%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%								
8. Unidentified	13,717,078	94%	422,568,004	100%	42%	6,783,563	1%	176,600	0%	905,887,010	95%	51,293,562	43%	76,717,452	20%	72,900,913	0.18%	710,172,116	98%	1,079,948,000	98%	2,500,475	1%	56,475,473	17%	261,415,812	87%	1,180,400,988	18.55%											
TOTAL	656,408,138	96%	91,759,977	94%	422,568,004	100%	1,170,771,013	100%	624,466,000	95%	55,960,729	0%	629,426,729	95%	1,188,948,000	98%	679,829,013	0.18%	1,079,948,000	98%	1,503,570,475	64%	143,066,300	1%	482,349,988	28%	1,275,554,500	100%												

[illegible]

CONTRACTS PAID DOMESTIC ANNUAL REPORTING: 2021												CONTRACTS PAID DOMESTIC ANNUAL REPORTING: 2022												CONTRACTS PAID DOMESTIC ANNUAL REPORTING: 2023												CONTRACTS PAID DOMESTIC ANNUAL REPORTING: 2024											
Ethnicity/Type	TOTAL (\$B + NO SBE GOALS/MEASURES)						TOTAL (\$B + NO SBE GOALS/MEASURES)						TOTAL (\$B + NO SBE GOALS/MEASURES)						TOTAL (\$B + NO SBE GOALS/MEASURES)																												
	Male			Female			Unknown			Male			Female			Unknown			Male			Female			Unknown																						
1. Asian Pacific American	738.525	100%	0%	0%	738.525	0.07%				831.604	78%	121.952	27%			553.556	0.04%		496.944	72%	188.533	28%			685.477	0.07%		660.892	93%	50.878	7%	731.770	0.06%														
2. Black American	15,923.477	66%	8,150.744	34%	11,800	0%	24,425.321	2%		18,288.932	84%	137.870	29%			21,667.299	0%		16,914.293	87%	2,586.996	13%			19,501.289	2%		5,587.082	84%	1,818.103	16%	11,405.383	91%														
3. Caucasian	43,454.664	90%	8,257.746	4%	69,663	0.15%	50,505.025	42%		312,210.114	70%	1,278,210.529	29%			7,245.589	0.62%	443,164.212	36%	174,137.653	76%	5,536.093	23%			397,462.7	0.17%	228,140.551	23%	306,775.993	93%	2,985.101	20%														
4. Hispanic American	304	34.177	80%	41,870.895	5,000%		403,951.711	37%		403,951.711	93%	30,465.518	7%			0.000%	43,394.793	3%	403,131.133	92%	32,944.670	8%			426,084.748	82%		1,048,974	42%		474,364	42%															
5. Native American	100.948	100%			100.948	0%										0.000%									404.417	100%		404.417	0%	0%	0%	147.882	100%														
6. Other Minority	21,757.617	99%	60,865	0.28%	256.688	1%	22,075.170	2%		30,771.473	93%	381.502	1%			31,152.975	3%	6,950.705	100%	33.500	0%	6,984.205	1%						126.261	100%	178.861	0.01%	162.861	0.01%													
7. Subcontinent Asian American	1,205.867	100%	0%	0%	1,205.867	0.11%				995.459	100%					995.459	0.08%	2,243.013							2,243.013	0.22%		1,206.647	100%		1,206.647	0.11%															
8. Hispanic American	69,432.416	99%	231.556	0.3%	108,436.801	0.1%	72,159.023	2%		72,159.023	99%	690.498	0.2%			231,556.801	0.3%	67,428.012	2%	46.816	0%	24,888.944	2%			24,888.944	0.2%		64,429.79	99%	247,402.543	99%	13,143.387	99%													
TOTAL	904,764.711	84%	66,935.902	6%	109,392.242	1.0%	1,083,074.854	100%		839,748.240	68%	163,328.369	13%			238,304.479	1%	1,243,331.268	100%	67,281.585	67%	89,406.551	9%			245,966.977	24%	1,066,551.130	100%	810,793.142	72%	67,463.537	6%	2,915,408.22	100%												

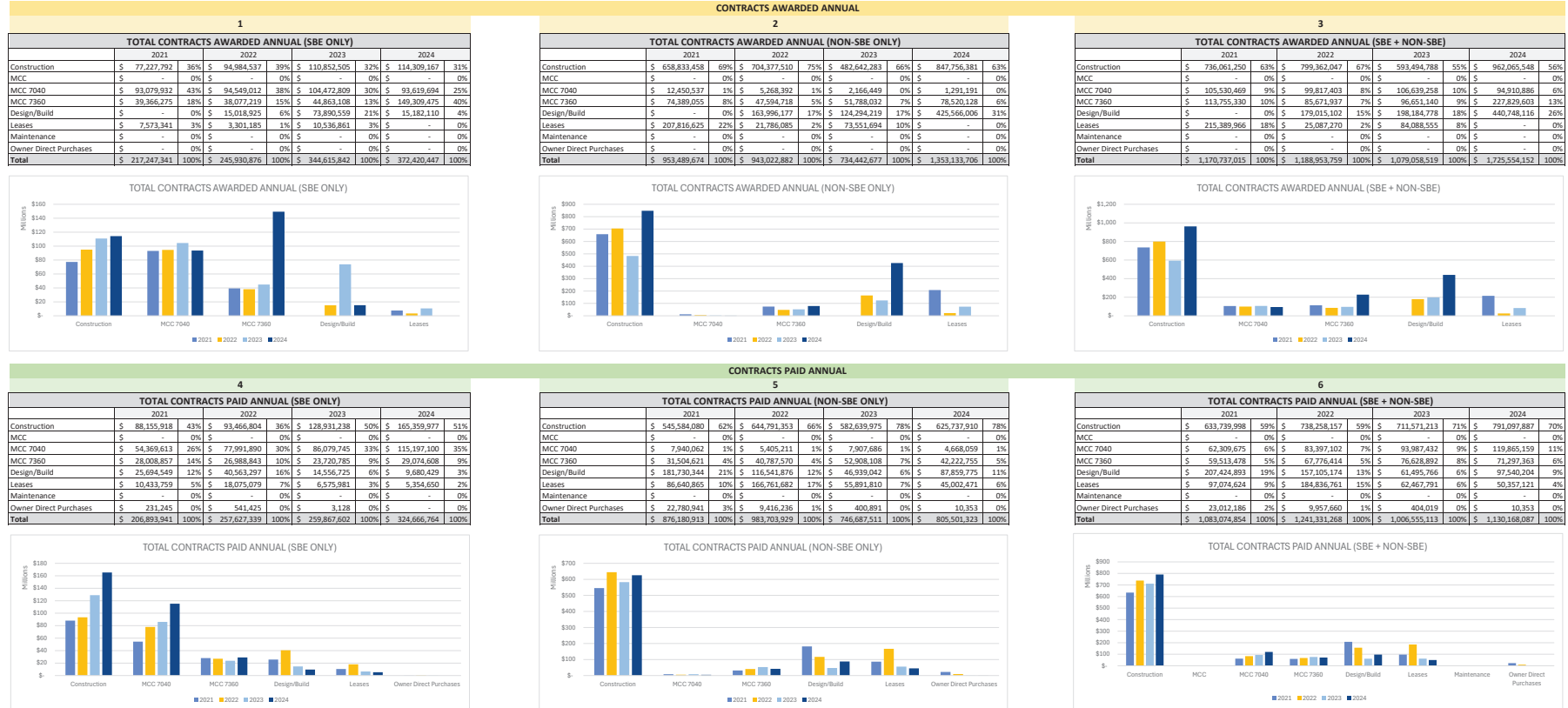
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Miami-Dade County Small Business Enterprise (SBE) Construction Program
Yearly Reporting



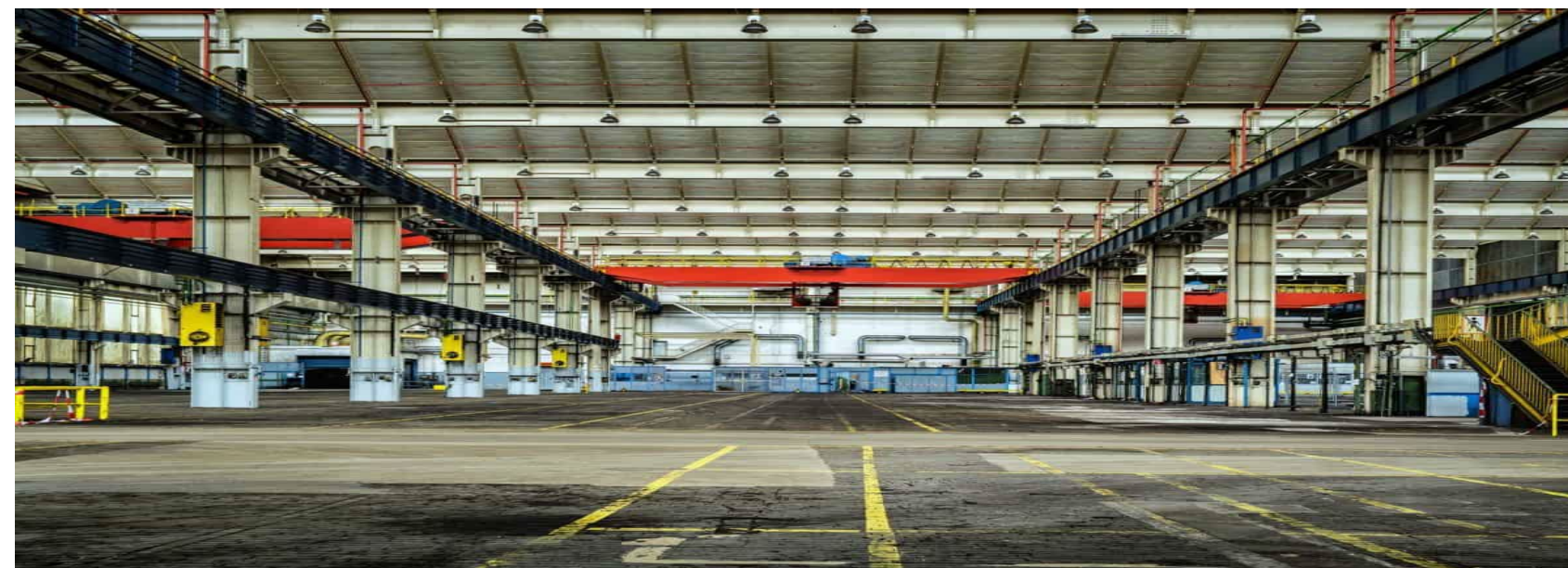
Miscellaneous Construction Contract

MCC-9-18

(MCM Corporation)

MAGNUM CONSTRUCTION MANAGEMENT MISCELLANEOUS CONSTRUCTION CONTRACTS MCC-9-18

CM SBE-C Advisory Board Update
March 2025



SBE-C & G/S PROJECT INFORMATION TO-DATE

Total dollar value of all awarded (Award Amount):	Total dollar value of Cost of Work:	Total dollar value contracted to SBE's to- date:
\$24,687,520.73	\$19,610,708.44	\$18,861,240.81339.84
Total dollar value of payment received by MCM (Paid Amount) :	Total number of GMP's:	Total number of packages SBE's contracted to date:
\$15,974,856.20	0	121

Total percentage contracted all SBE's to-date: **96.2%**

(Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)

SBE BREAKOUT TO-DATE – CONSTRUCTION AND GOODS & SERVICES

Total \$ contracted SBE-C's \$18,368,339.84	Total % contracted SBE-C's 93.7%	Total \$ paid-to-date SBE-C's \$12,946,736.37	Total % paid-to-date SBE-C's 82.7%
Total \$ contracted SBE-Goods & Services \$491,300.97	Total % contracted SBE- Goods & Services 10.0%	Total \$ paid-to-date SBE-Goods & Services \$316,933.33	Total % paid-to-date SBE-Goods & Services 11.3%

SBE BREAKOUT TO-DATE – CONSTRUCTION MANAGEMENT

Total \$ contracted SBE-C Qualifier MCO \$1,589,164.70	18% - Total % contracted SBE-C Qualifier MCO 18.8%	Total \$ paid-to-date SBE-C Qualifier MCO \$ 1,057,087.46	Total % paid-to-date SBE-C MCO 18.4%
Total \$ contracted SBE-C Qualifier Gamax \$698,536.32	4% - Total % contracted SBE-C Qualifier Gamax 8.3%	Total \$ paid-to-date SBE-C Qualifier Gamax \$369,236.96	Total % paid-to-date SBE-C Gamax 6.5%

SBE-CONSTRUCTION BREAKDOWN (LIST ALL FIRMS)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Clearview Electric Inc	SAO 1/5 - Y128A Bldg. 3030	\$159,005.24	\$141,468.65	African American/Male
Delka Innovo Group Inc	SAO 1/5 - Y128A Bldg. 3030	\$73,681.29	\$73,681.29	Hispanic/ Male
L & T Fire LLC	SAO 1/5 - Y128A Bldg. 3030	\$8,575.00	\$8,575.00	Hispanic/ Female
OnAir Inc	SAO 1/5 - Y128A Bldg. 3030	\$10,200.00	\$10,200.00	Hispanic/ Male
Clearview Electric Inc	SAO 2/6 – WO64A	\$33,080.72	\$33,080.72	African American/Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Massu Infrastructure Coating LLC	SAO 2/6 – W064A	\$3,884.00	\$3,884.00	Hispanic/ Male
Milestone Fire Protection LLC	SAO 2/6 – W064A	\$79,536.41	\$79,536.41	Hispanic/ Male
C L Elias Construction Inc.	SAO 3 – V008F	\$27,592.00	\$27,592.00	Caucasian/ Female
Clearview Electric Inc	SAO 3 – V008F	\$36,160.00	\$36,160.00	African American/Male
Paradise Construction	SAO 4/8 – U010F-5	\$48,725.00	\$48,725.00	Hispanic/ Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Ameradrain Plumbing Corp	SAO 4/8 – U010F-5	\$17,257.00	\$17,257.00	Hispanic/ Male
OnAir Inc	SAO 4/8 – U010F-5	\$63,650.00	\$63,650.00	Hispanic/ Male
MGA Electric Inc	SAO 4/8 – U010F-5	\$16,866.46	\$16,866.46	African American/ Male
Delka Innovo Group Inc.	AA046A	\$28,255.00	\$28,255.00	Hispanic/ Male
MAC 195 Engineering	AA046A	\$165,000.00	\$165,000.00	Hispanic/ Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Ohana Construction Group	AA126A-2	\$389,044.78	\$345,313.79	Hispanic / Male
Conbuild LLC (Pkg B)	AA126A-2	\$252,204.35	\$205,797.88	Hispanic / Female
Conbuild LLC (Pkg C)	AA126A-2	\$134,456.00	\$112,295.71	Hispanic / Female
Delka Innovo Group Inc	AA126A-2	\$47,017.97	\$42,213.00	Hispanic/ Male
Paradise Construction	AA126A-2	\$164,082.87	\$153,933.72	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Massu Infrastructure Coating LLC	AA126A-2	\$42,153.00	\$36,189.30	Hispanic / Male
Green Engineering & Construction	AA126A-2	\$183,157.60	\$171,501.03	Hispanic / Male
C.J. Fire Protection	AA126A-2	\$68,000.00	\$63,032.50	African American / Male
People's Plumbing & Mechanical	AA126A-2	\$409,102.00	\$376,162.95	Hispanic / Female
OnAir Inc.	AA126A-2	\$95,412.40	\$86,699.28	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Thevenin Enterprises, Inc	AA126A-2	\$256,700.00	\$234,051.66	Hispanic / Male
Delka Innova Group PkgA	AA126A-1	\$385,000.00	\$351,770.56	Hispanic / Male
Delka Innova Group Pkg B	AA126A-1	\$226,339.92	\$202,076.68	Hispanic / Male
Delka Innova Group PkgC	AA126A-1	\$43,425.10	\$36,332.75	Hispanic / Male
Paradise Construction Corp.	AA126A-1	\$178,680.00	\$130,249.75	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Massu Infrastructure Coating	AA126A-1	\$24,819.00	\$16,168.05	Hispanic / Male
Commercial Interior Contractor	AA126A-1	\$43,803.13	\$25,641.57	Hispanic / Female
Milestone Fire Protection LLC	AA126A-1	\$38,963.67	\$24,711.72	Hispanic / Male
Mag Construction Inc	AA126A-1	\$448,000.54	\$371,419.76	Hispanic / Male
OnAir Inc.	AA126A-1	\$73,000.00	\$49,596.18	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Thevenin Enterprises, Inc	AA126A-1	\$279,650.00	\$228,237.50	Hispanic / Male
Delka Innovo Group	AA126A-3	\$424,058.85	\$441,593.33	Hispanic / Male
Paradise Construction Corp.	AA126A-3	\$93,588.62	\$46,539.19	Hispanic / Male
Delka Innovo Group	AA126A-3	\$15,000.00	\$9,994.00	Hispanic / Male
Epic Consultants Inc.	AA126A-3	\$155,001.00	\$136,803.23	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Delka Innovo Group	AA126A-3	\$21,292.22	\$21,292.22	Hispanic / Male
Milestone Fire Protection LLC	AA126A-3	\$62,800.00	\$28,025.00	Hispanic / Male
People's Plumbing & Mechanical	AA126A-3	\$587,048.71	\$528,570.89	Hispanic / Female
Gamma Air System Inc	AA126A-3	\$51,700.00	\$44,365.00	Hispanic / Male
Thevenin Enterprises Inc	AA126A-3	\$272,488.13	\$233,463.88	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Low Voltage Systems Inc	AA136 A	\$1,117,090.57	\$1,117,090.57	Hispanic / Male
AAP Construction Group	T072E-1	\$56,250.00	\$56,250.00	Hispanic / Male
Milestone Fire Protection	T072E-1	\$33,000.00	\$33,000.00	Hispanic / Male
OnAir Inc	T072E-1	\$23,900.00	\$23,900.00	Hispanic / Male
New Era Electric Inc	T072E-1	\$31,280.00	\$31,280.00	Hispanic / Male



EL-E-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Clearview Electric Inc	T072B-3	\$720,000.00	\$502,454.46	African American / Male
Conbuild LLC	X116A Ph IV	\$173,298.24	\$163,871.53	Hispanic / Male
Chavez South Florida	X116A Ph IV	\$68,216.31	\$72,915.82	Hispanic / Male
Delka Innovo Group	X116A Ph IV	\$15,985.61	\$15,985.61	Hispanic / Male
Kesoki Painting LLC	X116A Ph IV	\$7,050.00	\$7,050.75	Hispanic / Female

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
C. J. Fire Protection	X116A Ph IV	\$12,000.00	\$12,000.00	African American / Male
RCR Plumbing Services	X116A Ph IV	\$55,061.88	\$55,061.88	Hispanic / Male
Thevenin Enterprises	X116A Ph IV	\$15,879.00	\$15,879.00	Hispanic / Male
Jador International Corp	X116A Ph IV	\$38,745.00	\$36,819.16	African American / Female
Commercial Interior Contractors	X116A Ph IV	\$85,271.49	\$85,217.49	Hispanic / Female

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Epic Consultant Inc	D105C-1A	\$1,378,808.00	\$1,261,559.15	Hispanic / Male
Epic Consultant Inc	D105C-1A	\$278,433.40	\$123,788.80	Hispanic / Male
Massu Infrastructure Coatings, LLC	D105C-1A	\$25,979.00	\$4,687.30	Hispanic / Male
Thevenin Enterprises	D105C-1A	\$1,462,562.00	\$676,372.92	Hispanic / Male
Ruben Electric Technology	SAO 7/11	\$27,931.00	\$27,931.00	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Ohana Construction Group	SAO 7/11	\$18,500.00	\$18,500.00	Hispanic / Male
Milestone Fire Protection LLC	SAO 7/11	\$2,680.00	\$2,680.00	Hispanic / Male
Delka Innovo Group	U023A	\$69,788.43	\$71,051.89	Hispanic / Male
Gamma Air System Inc	U023A	\$498,000.00	\$375,091.92	Hispanic / Male
Ruben Electric Technology	U023A	\$42,215.00	\$26,179.45	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
C L Elias Construction Inc	AC007A	\$75,257.52	\$70,575.52	Caucasian/ Female
Paradise Construction Corp	AC007A	\$77,591.82	\$77,591.83	Hispanic / Male
C L Elias Construction Inc	AC007A	\$35,894.00	\$35,894.00	Caucasian/ Female
Delka Innovo Group	AC007A	\$34,808.20	\$25,938.81	Hispanic / Male
Delka Innovo Group	AC007A	\$22,000.00	\$22,000.00	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Milestone Fire Protection	AC007A	\$58,000.00	\$58,000.00	Hispanic / Male
Gamma Air System Inc	AC007A	\$67,851.54	\$67,851.54	Hispanic / Male
MGA Electric Inc	AC007A	\$176,475.10	\$169,275.12	African American/ Male
Ohana Construction Group	AB050A	\$1,400,000.00	\$1,350,862.49	Hispanic / Male
Milestone Fire Protection	AB050A	\$43,300.00	\$43,300.00	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
JCR Mechanical Contractor Inc	AB050A	\$53,211.26	\$53,211.26	Hispanic / Male
OnAir Inc	AB050A	\$108,800.00	\$108,800.00	Hispanic / Male
New Era Electric Inc	AB050A	\$395,580.00	\$356,717.40	Hispanic / Male
Delka Innovo Group	AC007A	\$30,583.00	\$26,083.01	Hispanic / Male
CL Elias Construction	BA029A	\$100,913.00	\$31,925.00	Caucasian/ Female

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Paradise Awning Corporate	BA029A	\$163,000.00	\$0.00	Hispanic / Male
Ruben Electric Technology	BA029A	\$62,900.00	\$19,858.33	Hispanic / Male
JCR Mechanical Contractors	YU010F-7.2	\$25,240.00	\$10,733.00	Hispanic / Male
Flietes Construction Groups Inc.	YU010F-7.2	\$37,500.00	\$3,325.00	Hispanic / Male
Ruben Electrical Technology	YU010F-7.2	\$33,916.00	\$15,418.23	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Delka Innovo Group	AC007B	\$66,100.00	\$14,511.25	Hispanic / Male
JJAS Door Installations, Inc.	AC007B	\$16,309.00	\$0.00	Hispanic / Female
Delka Innovo Group	AC007B	\$45,100.00	\$5,974.64	Hispanic / Male
D Torr General Contractor Inc.	AC007B	\$33,539.85	\$0.00	Hispanic / Male
JCR Mechanical	AC007B	\$19,431.55	\$0.00	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
D Torr General Contractor Inc.	AC007B	\$11,055.77	\$0.00	Hispanic / Male
Milestone Fire Protection	AC007B	\$56,200.00	\$0.00	Hispanic / Female
OnAir Inc.	AC007B	\$34,800.00	\$11,823.70	Hispanic / Male
Jador International	AC007B	\$169,970.68	\$41,419.16	African American / Female
Ohana Construction Group	AB041A	\$1,700,000.00	\$0.00	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
C. J. Fire Protection	AB041A	\$37,000.00	\$0.00	African American / Male
JCR Mechanical Contractor Inc	AB041A	\$75,200.00	\$0.00	Hispanic / Male
JCR Mechanical Contractor Inc	AB041A	\$97,500.00	\$0.00	Hispanic / Male
MAC 195 Engineering	AB041A	\$285,000.00	\$0.00	Hispanic / Male
Mora United	AB041A	\$169,300.97	\$0.00	Hispanic / Male

SBE-CONSTRUCTION BREAKDOWN (CONTINUED)

Subcontractor	Project	Original Contract Amount with Change Order (Dollar Amount & Percent SBE Projected to Earn)	Amount Paid to Date (Dollar Amount & Percent Paid to Date)	Demographic Data

Total \$ contracted SBE-C's	Total % contracted SBE-C's	Total \$ paid-to-date SBE-C's	Total % paid-to-date SBE-C's
\$18,368,339.84	93.7 %	\$ 12,946,736.37	82.7%

SBE- GOODS AND SERVICES BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order (Dollar Amount & Percent SBE Projected to Earn)	Amount Paid to Date (Dollar Amount & Percent Paid to Date)	Demographic Data
Ginley Lawn Service & Landscaping	AB050A	\$323,600.00	\$316,933.33	Hispanic / Male
Mora United	AB041A	\$169,300.97	\$0.00	Hispanic / Male

Total \$ contracted SBE-G&S	Total % contracted SBE-G&S	Total \$ paid-to-date SBE-G&S	Total % paid-to-date SBE-G&S
\$491,300.97	10.0 %	\$316,933.33	12.9%

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 33

3 African-American Male -
owned
(7.0% of SBE-C)
\$1,179,158.42

1 African-American Female
owned
(2.00% of SBE-C)
\$206,789.84

18 Hispanic Male owned
(65.0% of SBE-C)
\$12,529,846.52

8 Hispanic Female owned
(25.0% of SBE-C)
\$1,883,221.09

1 Caucasian Female
owned
(2.0% of SBE-C)
\$239,656.52

9 Woman-owned
(13.0% of SBE-C)
\$2,329,667.45

SBE-GOODS AND SERVICES DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 2

1 Hispanic Male owned
(100.0% of SBE-G & S)
\$491,300.97

SBE QUALIFIER BREAKDOWN (LIST ALL FIRMS)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
MCO Construction & Services Inc	MCC-9-18	\$1,589,164.70	\$1,093,651.78	African American/ Female
Gamax Consulting	MCC-9-18	\$698,536.32	\$383,516.96	Hispanic/ Female
SBE Qualifier Total:		\$2,287,701.02	\$1,477,168.74	

Total \$ contracted SBE Qualifier	Total % contracted SBE Qualifier
\$2,287,701.70	27.1 %

Total \$ paid-to-date SBE Qualifier	Total % paid-to-date SBE Qualifier
\$1,477,168.74	24.9%

SBE QUALIFIER DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 2

1 African-American owned
(50.0% of SBE)
\$1,589,164.70

1 Hispanic owned
(50.0% of SBE)
\$698,536.32

0 Caucasian owned
(0.0% of SBE)

2 Woman-owned
(100.0% of SBE)
\$2,287,701.02

DBE PROJECT INFORMATION TO-DATE

Total dollar value of all awarded (Award Amount):	Total dollar value of Cost of Work:	Total dollar value contracted to DBE's to- date:
\$6,282,887.89	\$5,231,928.11	\$4,695,426.00
Total dollar value of payment received by MCM (Paid Amount) :	Total number of GMP's:	Total number of packages DBE's contracted to date:
\$1,408,631.31	0	2

Total percentage contracted all DBE's to-date: **77.2%**

(Total dollar value contracted to DBE's divided by total dollar value cost of work equals DBE percentage)

DBE CONSTRUCTION BREAKDOWN (LIST ALL FIRMS)

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
MAC 195 Engineering – (54% DBE Goal)	Y145A	\$981,282.26	\$921,619.15	Hispanic/ Male
Conbuild, LLC – (44% DBE Goal)	V008F-2	\$3,871,426.00	\$114,375.25	Hispanic/ Male
DBE Participation Total:		\$4,695,426.00	\$1,035,994.40	

Total \$ contracted DBE Participation	Total % contracted DBE
\$4,695,426.00	77.2%

Total \$ paid-to-date DBE Participation	Total % paid-to-date DBE
\$1,035,994.40	73.5%

THANK YOU

**Design, Build, Finance, Operate, Maintain
Civil and Probate Courthouse
(Plenary Justice Miami LLC)**

MIAMI-DADE COUNTY NEW CIVIL AND PROBATE COURTHOUSE



Partial Project Team

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SBE ADVISORY BOARD MEETING
May 19th, 2025



OVERALL CONTRACT SCOPE OF WORK NOTICE TO PROCEED DATE : JANUARY 24TH, 2020 PROJECTED END DATE : JUNE 30TH, 2025

- Overall contract scope of work: New courthouse building, 24 stories high. Scope consists of site work, building shell, building envelope, interiors, furniture, fixtures and equipment, mechanical systems, life safety systems, electrical systems, security, and access control.
- Project close to completion. Mechanical, electrical and life systems undergoing testing. Final inspections and sign-offs ongoing and expected to be completed during late May of 2025.
- The SBE Goal for this project is 13.11% SBE-Construction category only.



PROJECT INFORMATION TO-DATE

Total dollar value of all awarded GMP's (Award Amount): \$262,767,000.00	Total dollar value of Cost of Work: \$174,566,214.00	Total dollar value contracted or committed to SBE's to-date (all GMP's): \$39,528,060.09
Total dollar value of payment received by Tutor Perini Corporation (Paid Amount) : \$234,992,538.46	Total number of GMP's: 13	Total number of SBE's contracted or committed to date (all GMP's): 9
Total percentage contracted all SBE's to-date: 22.64%		
(Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)		

SBE BREAKOUT TO DATE

Total \$ contracted SBE-C's \$39,528,060.09	Total % contracted SBE-C's 22.64%	Total \$ paid-to-date SBE-C's \$37,694,108.04	Total % paid-to-date of the commitment to SBE-C's 95.36%
Total \$ contracted SBE-G/S N/A	Total % contracted SBE-G/S N/A	Total \$ paid-to-date SBE-G/S N/A	Total % paid-to-date SBE-G/S N/A
Total \$ contracted Mentor Protégé N/A	Total % contracted Mentor Protégé N/A	Total \$ paid-to-date Mentor Protégé N/A	Total % paid-to-date Mentor Protégé N/A

SBE – CONSTRUCTION BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Titan Construction Group, Inc.	RFP-00953	\$1,933,031.23	\$1,933,031.23	African American
Trojan Builders Inc.	RFP-00953	\$14,600,000.00	\$12,872,433.33	Caucasian
TRU-PROOF INC. (Installation labor sub-sub)	RFP-00953	\$4,605,022.93	\$4,605,022.93	Hispanic
Low Voltage Systems, Inc.	RFP-00953	\$5,236,366.31	\$5,137,575.48	Hispanic
Jorin Construction Mgmt (Installation labor sub-sub)	RFP-00953	\$5,571,453.45	\$5,571,453.45	Hispanic
John Bell Construction	RFP-00953	\$4,360,212.58	\$4,360,212.58	Hispanic
Hodges Erectors	RFP-00953	\$701,423.44	\$693,828.89	Hispanic
Commercial Interior Contractors	RFP-00953	\$2,507,550.15	\$2,507,550.15	Woman
R&G Engineering	RFP-00953	\$13,000.00	\$13,000.00	Hispanic
Total \$ contracted SBE-C's	Total % contracted SBE-C's	Total \$ paid-to-date SBE-C's	Total % paid-to-date of the commitment to SBE-C's	
\$39,479,269.26	22.62%	\$37,694,108.04	95.72%	

<p>6 Hispanic-owned (67% of SBE-C)</p> <p>\$20,381,093.33 (54% of Paid to Date)</p>	<p>1 African-American owned (11% of SBE-C)</p> <p>\$1,933,031.23 (5% of Paid to Date)</p>	<p>1 Caucasian owned (11% of SBE-C)</p> <p>\$12,872,433.33 (35% of Paid to Date)</p>	<p>1 Woman owned (11% of SBE-C)</p> <p>\$2,507,550.15 (6% of Paid to Date)</p>
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• TOTAL NUMBER OF FIRMS: 9

**SBE – CONSTRUCTION
DEMOGRAPHIC DATA
AMOUNTS PAID**

ISSUE/CONCERN WITH SBES/SBE PROGRAM

- NONE

THANK YOU



MSC Cruise Terminal
(Fincantieri Infrastructure Florida)

FINCANTIERI INFRASTRUCTURE FLORIDA, INC.

PROJECT NAME : MSC CRUISE TERMINAL

PROJECT NO: 2017-001.01

CM SBE-C Advisory Board Update
May 2025



Compliance Team

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Deborah Ductant

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CONTRACT SCOPE OF WORK

NOTICE TO PROCEED DATE : 09/01/2021
END DATE : 06/2025

As noted in the Project Worksheet, the project is comprised of:

A design-build project for a shared multi-vessel cruise terminal and parking garage complex to service three (3) cruise vessels simultaneously with a total capacity of up to 18,000 cruise passengers. The Project will also include the development of two new cruise berths (Berths 8 and 9) consisting of a new bulkhead wall system, mooring and wind bollards, fenders, supporting runways for four passenger boarding bridges, provisioning facilities to support Berths 8 and 9, and other site and waterside improvements and connection to PortMiami roadways.



Contract Goals:

SBE-A/E
14%

SBE-C
10.01%

SBE-G/S
2.2%

PROJECT INFORMATION TO-DATE

<p>Total value of all awarded Guarantee Maximum Price ("GMP") (Award Amount):</p> <p>Design-Build contract: €171,747,139.97 (SoG contract not eligible for SBE)</p>	<p>Total dollar value of Cost of Work:</p> <p>\$193,069,413</p>	<p>Total dollar value contracted to SBE's to date (all GMP's):</p> <p>\$51,913,696.43 (includes SBE G/S and SBE C)</p>
<p>Total value of payment received by Fincantieri:</p> <p>€155,681,334.25 (\$163,371,992.16) (excludes SoG Values and change orders to DB)</p>	<p>Total number of GMP's (To Lump Sump):</p> <p>-</p>	<p>Total number of SBE's contracted to date:</p> <p>7</p>
<p>Total percentage contracted all SBE's to-date: 26.88% (Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)</p>		

SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C's	Total % contracted SBE-C's	Total \$ paid-to-date SBE-C's	Total % paid-to-date SBE-C's
\$34,709,851.43	17.97%	\$31,023,069.22	89.37%
Total \$ contracted SBE-Services	Total % contracted SBE-Services	Total \$ paid-to-date SBE-Services	Total % paid-to-date SBE-Services
\$17,203,845.00	8.91%	\$14,363,896.59	83.49%

SBE-CONSTRUCTION BREAKDOWN

Subcontractor	Project	Contract Amount (with Change Orders)	Amount Paid to Date
Atlantic Coast Drilling, Inc. <small>*Hispanic-Male Owned Firm</small>	2017.001.01	\$552,205.00	\$518,705.00
Buildings-Bridges-Roadway-Group, LLC <small>*Hispanic-Male Owned Firm</small>	2017.001.01	\$600,000.00	\$414,214.70
Trojan Builders, Inc. <small>*Caucasian-Male Owned Firm</small>	2017.001.01	\$3,110,376.57	\$2,661,390.62
Quality Construction Performance, Inc. <small>*Hispanic-Male Owned Firm</small>	2017.001.01	\$23,157,496.00	\$20,402,978.18
The Structure Group, LLC <small>* Woman Owned Firm</small>	2017.001.01	\$7,289,773.86	\$7,025,780.34

Total \$ Contracted SBE-CON	Total % contracted SBE-CON
\$34,709,851.43	17.97%

Total \$ paid to date SBE-CON	Total % paid to date SBE-CON
\$31,023,069.22	89.37%

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: #5

#4 Hispanic-owned
(91.42%
or
\$28,361,678.22
of SBE-CON)

#0 African-American owned
(0% OF SBE-CON)

#1 Caucasian owned
(8.57%
or
\$2,661,390.62
OF SBE-CON)

#1 Woman-owned
(22.64%
or
\$7,025,780.34
OF SBE-CON)

This woman firm is also Hispanic and is
counted twice.

SBE-GOODS AND SERVICES BREAKDOWN

Subcontractor	Project	Contract Amount (with Change Orders)	Amount Paid to Date
Tom Graboski Associates, Inc. *Caucasian-Male Owned Firm **currently listed as a 1st Tier but will be amended to 2nd tier	2017.001.01	\$257,850.00	\$244,525.00
Paradise Awnings Corporation *Hispanic-Male Owned Firm	2017.001.01	\$ 16,945,995.00	\$14,119,371.59

Total \$ Contracted SBE-SERVICES	Total % contracted SBE-SERVICES
\$17,203,845.00	8.91%

Total \$ paid to date SBE-CON	Total % paid to date SBE-CON
\$14,363,896.59	83.49%

SBE-GOODS & SERVICES DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: #2

#1 Hispanic-owned
(98.29%
or
\$14,119,371.59
of SBE-G&S)

#0 African-American owned
(0% of SBE-G&S)

#1 Caucasian owned
(1.70% or \$244,525.00
of SBE-G&S)

#0 Woman-owned
(0% of SBE-G&S)

DEMOGRAPHIC DATA SBE #7

SBE FIRMS=TOTAL

Total Dollars Contract: \$51,913,696.43

#5-Hispanic-Owned

(93.51% or \$48,545,469.86 of SBE-CON and G&S)

#0-African-American-Owned

(0% or \$0 of SBE-CON and G&S)

#2-Caucasian-Owned

(6.48% or \$3,368,226.57 of SBE-CON and G&S)

#0-Asian-Owned

(0% of SBE-CON and G&S)

#1-Woman-Owned

(14.04% or \$7,289,773.86 of SBE-CON and G&S)

The woman firm is also Hispanic Owned and counted twice

ISSUE/CONCERN WITH SBEs/SBE PROGRAM

- None

THANK YOU

ED Expansion and Renovation



JACKSON HEALTH SYSTEM ED EXPANSION AND RENOVATION - PROJECT NO. & DTC EAST TOWER VERTICAL EXPANSION (SHELL) 4114973 & 4114974

CM SBE-C Advisory Board Update
April 2025

Project Team

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**DTC EAST TOWER VERTICAL EXPANSION
OVERALL CONTRACT SCOPE OF WORK
NOTICE TO PROCEED DATE: 05.08.2023
DTC END DATE: MARCH 2025**

- **Design Assist:** Preconstruction (CIP Concrete, Mechanical HVAC, Exterior Glazing, Precast, Electrical, and Fire Protection)
- **GMP 1:** Enabling Scopes (Site Prep, Structure, Envelope, MEP)
- **GMP 2:** Roofing, Doors/Hardware, Painting and Wallcoverings,
- **GMP 3:** Building Envelope and Finish Trade Scopes

**ED EXPANSION & RENOVATION –
OVERALL CONTRACT SCOPE OF WORK
NOTICE TO PROCEED DATE: 05.08.2023
PROJECT END: JANUARY 2027**

- **Design Assist:** Preconstruction (CIP Concrete, Mechanical HVAC, Exterior Glazing, Precast, Electrical, and Fire Protection)
- **GMP 1:** Enabling Scope (Utility Demolition, Selective Demolition, metal framing and drywall)
- **GMP 2:** Building Structure and Envelope; Sitework and Underground Utilities
- **GMP 3:** Interior Finishes and miscellaneous specialties
- **GMP 4:** EIFS & Exterior Wall framing Doors/Hardware, Expansion Joint, Casework
- **GMP 5:** Electrical Systems
- **GMP 6:** Interior Finishes, Hardscapes, and Landscape
- **GMP 7:** Grease Trap.
- **GMP 8:** Mechanical Renovation Scope

Contract Goals:

Mentorship
6.31%

SBE-C
32.77%

SBE-G/S
0.25%



PROJECT INFORMATION TO-DATE

Total dollar value of all awarded GMP's (Award Amount): \$161,358,088	Total dollar value of Cost of Work: \$121,314,343	Total dollar value contracted to SBE's to- date (all GMP's): \$33,062,843.00
Total dollar value of payment received (JHS Paid Amount) : \$77,974,380	Total number of GMP's: 11	Total number of SBE's contracted to date (all GMP's): 31
Total percentage contracted all SBE's to-date: 27.25% (Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)		



SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C's \$33,062,843	Total % contracted SBE-C's 27%	Total \$ paid-to-date SBE-C's \$18,153,461	Total % paid-to-date SBE-C's 54%
Total \$ contracted SBE-G/S \$39,166	Total % contracted SBE-G/S 0.033%	Total \$ paid-to-date SBE-G/S \$38,600	Total % paid-to-date SBE-G/S 98%

Firm	Tier	Project	Contract Amount	Paid to date	Diversity Data
C&I Construction and Design Inc	1 st	DTC Vertical Expansion	\$ 1,213,965	\$ 1,144,738.12	Hispanic American/Male
C&I Construction and Design Inc	1 st	ED Expansion & Renovation	\$ 536,264.06	\$ 536,264.06	Hispanic American/Male
C&I Construction and Design Inc	1 st	ED Expansion & Renovation	\$ 1,478,615.91	\$ 1,182,302.40	Hispanic American/Male
ECCS Florida LLC	1 st	DTC Vertical Expansion	\$ 900,209.41	\$ 847,912.85	Hispanic American/Male
Florida Power Quality Solutions Inc.	1 st	ED Expansion & Renovation	\$ 805,544.94	\$ 722,517.96	Hispanic American/Male
Gomez & Son Fencing Corp.	1 st	ED Expansion & Renovation	\$ 142,446	\$ 113,139.35	Hispanic American/Woman
HDZ Builders, Inc	1 st	DTC Vertical Expansion	\$ 543,848.70	\$ 452,865.97	Hispanic American/Male
HDZ Builders, Inc	1 st	ED Expansion & Renovation	\$ 162,428.32	\$ 149,303.72	Hispanic American/Male
Imperial Flooring Solutions	1 st	DTC Vertical Expansion	\$ 61,559.58	\$ 58,481.59	Hispanic American/Woman
Imperial Flooring Solutions	1 st	ED Expansion & Renovation	\$ 40,661.00	\$ 40,661.00	Hispanic American/Woman
JJAS Door Installations, Inc	1 st	ED Expansion & Renovation	\$ 71,498.24	\$ 63,713.43	Hispanic American/Woman
JJAS Door Installations, Inc	1 st	ED Expansion & Renovation	\$ 2,872,675.00	\$ 0	Hispanic American/Woman
MAG Construction, Inc. dba The Plumbers	1 st	DTC Vertical Expansion	\$ 272,467.77	\$ 254,094.42	Hispanic American/Male
Merrick Industrial Management Corporation	1 st	DTC Vertical Expansion	\$ 1,178,033.33	\$ 1,148,850.71	Caucasian/Male
Massu Infrastructure Coatings LLC	1 st	ED Expansion & Renovation	\$ 44,059.00	\$ 41,856.05	Hispanic American/Male
Onair, Inc.	1 st	ED Expansion & Renovation	\$ 263,123.98	\$ 234,929.91	Hispanic American/Male
RCR Plumbing Services, Inc.	1 st	ED Expansion & Renovation	\$ 204,750	\$ 188,423	Hispanic American/Male

SBE-CONSTRUCTION BREAKDOWN (LIST ALL FIRMS)

Firm	Tier	Project	Contract Amount	Paid to date	Diversity Data
Trade Solutions, LLC dba Pronto Construction Developers	1 st	ED Expansion & Renovation	\$ 2,136,083.00	\$ 2,136,083.00	Hispanic American/Woman
Trade Solutions, LLC dba Pronto Construction Developers	1 st	ED Expansion & Renovation	\$ 3,339,410.04	\$ 1,633,4540.08	Hispanic American/Woman
World of Frameless Glass, Inc	1 st	ED Expansion & Renovation	\$ 50,740.00	\$ 50,740.00	Hispanic American/Male
A-1 All Florida Painting Inc	1 st	DTC Vertical Expansion	\$ 137,371.17	\$ 114,083.22	Hispanic American/Male
Paradise Awnings Corporation	1 st	DTC Vertical Expansion	\$ 574,963.93	\$ 522,597.00	Hispanic American/Male
Bowhead Construction LLC	1 st	ED Expansion & Renovation	\$ 1,505,750.23	\$ 808,268.62	Hispanic American/Male
Integ Miami LLC	1 st	ED Expansion & Renovation	\$ 2,881,177.10	\$ 1,249,673.60	Hispanic American /Male
RCR Plumbing Services, Inc.	1 st	ED Expansion & Renovation	\$ 5,562,049.10	\$ 2,172,428.30	Hispanic American/Male
EM&G Firestopping & Life Safety	1 st	DTC Vertical Expansion	\$ 57,269.00	\$ 54,406.23	Hispanic American/Male
ECCS Florida LLC	1 st	ED Expansion & Renovation	\$ 4,558,391	\$ 0	Hispanic American/Male
HDZ Builders	1 st	ED Expansion & Renovation	\$ 250,000.00	\$ 0	Hispanic American/Male
Supreme Ceiling & Interior	1 st	ED Expansion & Renovation	\$ 2,016,141.00	\$ 0	African American/Male
Exclusive Surfaces	1 st	ED Expansion & Renovation	\$ 346,153	\$ 0	Hispanic American/Male
Arbor Electrical Service Inc	1 st	ED Expansion & Renovation	\$ 4,152,078	\$ 0	African American/Woman

SBE-CONSTRUCTION BREAKDOWN (LIST ALL FIRMS)

SBE-CONSTRUCTION DEMOGRAPHIC DATA
TOTAL NUMBER OF FIRMS: 31

21 Hispanic-owned
SBE-C Firms
(72% or \$27,254,826)

2 African-American owned
SBE-C Firms
(16% or \$6,168,219)

1 Caucasian-owned
SBE-C Firm
(3.12% or \$1,168,338)

7 Woman-owned
SBE-C Firms
(24% or \$9,207,592)

SBE-GOODS & SERVICES BREAKDOWN (LIST ALL FIRMS)

Firm	Tier	Scope of Work	Contract Amount	Paid to date	Diversity Data
Multicorp Marketing dba Exclamarketing	1 st	Signage	\$ 10,316	\$ 5,715.20	Hispanic American/Female
Integrity Janitorial Services	1 st	Final Clean	\$ 28,800	\$ 28,800	African American

SBE-GOODS & SERVICES DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 2

1 Hispanic-owned (26% or \$10,316)	1 African-American owned (74% or \$28,800)	0 Caucasian owned (0% of SBE-G&S)	1 Woman-owned (26% or \$10,316)
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SBE-MENTOR PROTÉGÉ BREAKDOWN

Firm	Project	Contract Amount	Paid to date	Diversity Data
IGWT	ED Expansion & Renovation	\$899,860	\$737,297	African American/Male
IGWT	DTC Vertical Expansion	\$305,059	\$208,914	African American/Male
IGWT	Preconstruction	\$30,000	\$29,993	African American/Male

Total amount contracted Mentor Protégé	Total percentage contracted to Mentor Protégé	Total dollars paid to Mentor Protégé	Total percentage paid to Mentor Protégé
\$1,234,913	8 %	\$976,206	79 %

THANK YOU

South Dade Transit Operations

SOUTH DADE TRANSIT OPERATIONS CENTER

PROJECT NO. CIP227A-DTPW22-CT

CM SBE-C Advisory Board Update

Through March 2025

Meeting Date May 19, 2025

- This is a bid-build lump sum project being built via a joint venture team consisting of approximately a 20 member GC project management team from both partners NV2A Group & Dragados USA.
- Value (including owner allowances) = \$245,750,157
- Value (without Owner Allowances) = \$219,954,688
- Owner – MDC DTPW
- Owner Rep/CEI – CDM Smith & HTNB
- Design Team – Perez & Perez as AOR & WSP as EOR

Project Team

Jorge Mendoza – GC Project Executive
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Cristy Vazquez-Garcia – GC Project Controls Manager
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Jimmy A. Usma, PE- CEI Senior Project Manager
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Angel André Chavarria, PE – EOR WSP Project Director
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Danny Perez-Zarraga, Principal AOR Perez & Perez
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CONSTRUCTION OF A NEW 393,000 SQFT (6 DIFFERENT BUILDINGS)
ELECTRIC BUS MAINTENANCE & BUS OPERATIONS FACILITY WITH BUS
CHARGING STATIONS

NOTICE TO PROCEED DATE : JUNE 10TH, 2024

BASELINE COMPLETION DATE : MAY 11, 2026

REVISED SCHEDULED COMPLETION CURRENTLY AS FOLLOWS:

PHASE 1 (NTP 300) IS 9/5/25

PHASE 2 (NTP 700) IS 9/14/26

Building #1 Maintenance & Operations Complete

Building #1 Main Electrical & Data Rooms

Building #1A Chiller & Generator

Building #2 Parking Garage (1st bus parking, 2nd employee parking)

Building #2A & #2B Vehicle access ramps

Building #3 Wash & Service of buses

Building #3A Pedestrian bridge (Parking Garage to Building #1)

Building #4 FPL vault & switchgear room

Building #4A Security gate facility

Building #5 Main bus security gate & pull vault

- SDTOC project is a multi-phased project as denoted by buildings and accessory areas.



Contract Goals:

Mentorship
0.00 %

SBE-C
20%

SBE-G/S
0.25%

PROJECT INFORMATION TO-DATE

<div>Total dollar value of all awarded Lump Sum's (LS) (Award Amount):</div> <div>\$245,750,157</div>	<div>Total dollar value of Cost of Work (original scope at bid time):</div> <div>\$219,954,688</div>	<div>Total dollar value contracted to SBE's to- date (all GMP's):</div> <div>\$49,128,715</div>
<div>Total dollar value of payment received by DTPW (Paid Amount) :</div> <div>\$ 106,889,066.31</div>	<div>Total number of LS's:</div> <div>1</div>	<div>Total number of SBE's contracted to date (all GMP's):</div> <div>24</div>

Total percentage contracted all SBE's to-date:
22.36 % of Base Bid Contract (Excluding Owner Allowances)
or 20.01% of total LS contract (including owner Allowances).
Project Goal is 20.25% (20% for Construction & 0.25% G & S)

(Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)

SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C's	Total % contracted SBE-C's	Total \$ paid-to-date SBE-C's	Total % paid-to-date SBE-C's
\$48,081,647	19.57%	\$4,304,427	8.95%
Total \$ contracted SBE-G/S	Total % contracted SBE-G/S	Total \$ paid-to-date SBE-G/S	Total % paid-to-date SBE-G/S
\$1,047,068	0.43%	\$364,169	34.77%
Total \$ contracted Mentor Protégé	Total % contracted Mentor Protégé	Total \$ paid-to-date Mentor Protégé	Total % paid-to-date Mentor Protégé
\$ N/A	N/A %	\$ N/A	0 %

SBE-CONSTRUCTION BREAKDOWN (LIST ALL FIRMS)

Minority Type	NAME OF CBE FIRM	TYPE OF WORK	LOI or Contracted Value	Demographic	Gender
SBE-Con;	Fence Masters, Inc.	Fence Contractor - Permanent Fencing; Fence and Gates	\$ 2,238,343.11	White	Male
SBE-Con;	Industrial Doors	Rollup Doors	\$ 399,177.00	Hispanic	Male
SBE-Con;	Office Furniture by Tempo Inc.	Wood Office Furniture Manufacturing Finish Carpentry Contractors- Millwork	\$ 265,546.00	Hispanic	Male
SBE-Con;	Tri County Pavement & Markings, Inc.	Highway, Street, and Bridge Construction; Highway Painting Contractors - Markings	\$ 140,000.00	Hispanic	Male
SBE-Con;	Paradise Awnings Corporations	Polycarbonate Covers, Louvers & Architectural Metals, ACM Panels	\$ 9,251,661.02	Hispanic	Male
SBE-Con;	Glass Tech Engineering	Windows - Glazing	\$ 1,100,000.00	Hispanic	Male
SBE-Con;	LCN Group, Inc.	Framing and Drywall	\$ 2,105,650.50	African American	Male
SBE-Con;	Concrete Pro	Site Concrete	\$ 3,156,875.40	Hispanic	Female
SBE-Con;	Quality Construction Performance Inc.	Site Utilities & Sitework (2nd tier to LEAD Engineering Contractors LLC - 30%)	\$ 650,000.00	Hispanic	Male
SBE-Con;	Victoria Electric	Electrical (Generator & Switch Gears)	\$ 7,490,302.12	Hispanic	Male
SBE-Con;	Low Voltage Systems	Electrical (Low Voltage Electrical)	\$ 3,671,320.16	Hispanic	Male
SBE-Con;	Sunshine State Mechanical	Mechanical HVAC	\$ 5,374,775.26	Hispanic	Male
SBE-Con;	Supreme Ceiling & Interiors, Inc.	Suspended ACT and Metal Ceilings	\$ 1,300,000.00	White	Male
SBE-Con;	SCR Mechanical	Shop Equipment supply & install	\$2,500,000.00	Hispanic	Female
SBE-Con;	Sleiman Construction	Owner Temp Facility Design Services	\$ 38,000.00	Hispanic	Male
SBE-Con;	Peoples Plumbing	Plumbing Contractor (Ph 1 & 2))	\$ 6,499,996.22	Hispanic	Male
SBE-Con;	Pronto Construction (Trade Solutions)-Concrete	CIP Concrete (2nd tier to Baker Concrete)	\$ 1,900,000.00	Hispanic	Male

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: #16

12 Hispanic-owned
(70.59% of SBE-C)

01 African-American owned
(5.88% of SBE-C)

02 Caucasian owned
(11.76% of SBE-C)

02 Woman-owned
(11.76% of SBE-C)

SBE-GOODS & SERVICES BREAKDOWN (LIST ALL FIRMS)

Minority Type	NAME OF CBE FIRM	TYPE OF WORK	LOI or Contracted Value	Demographic	Gender
SBE-G&S	EVP Consulting	Scheduling Services	\$ 200,000.00	Hispanic	Male
SBE-G&S	Longitude Surveyors	Surveying Services	\$ 29,019.96	White	Male
SBE-G&S	Guaranteed Fence Corp	Temporary Fencing	\$ 149,346.50	Hispanic	Male
SBE-G&S	Dream Clean	Final Cleaning Services	\$ 110,000.00	White	Female
SBE-G&S	A&B Pipe and Supply	Fire Protection - material G&S (2nd tier supplier to Polaris Fire Protection)	\$ 200,000.00	White	Male
SBE-G&S	Disciple Security Service	Secuirity Services	\$ 314,702.00	African American	Male
SBE-G&S	Pacifica Engineering Services	Engineering & Testing Services	\$ 44,000.00	African American	Male

SBE-GOODS & SERVICES DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: ##

02 Hispanic-owned
(25% of SBE-G&S)

02 African-American owned
(25% of SBE-G&S)

03 Caucasian owned
(37.5% of SBE-G&S)

01 Woman-owned
(12.5% of SBE-G&S)

ISSUE/CONCERN WITH SBEs/SBE PROGRAM

- Lack of operational cashflow to meet needs of project
- Lack of adequate personnel to meet the demands of project and the SDTOC is a very fast paced schedule
- SBE's require lots of hand holding to meet their obligations on both the production operations and the financial obligations.

THANK YOU

Dadeland South Intermodal Stat



SBEC Advisory Board Update

May 2025

Dadeland South Intermodal Station

Project# CIP -207 DTPW21 -DB

Project Team

Alha san Dia b (Project Manager)

Phone: 813.449.3555

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M Ahmed Rusho (Asst. Project Manager)

Phone: 786.546.4106

email: Marusho@nv2agroup.com

DATE: May 19, 2025

Project Overview

- **Original Total Contract Value:** \$66,530,555.95
- **Notice to Proceed (NTP) Date:** October 10th, 2023
- **Project Completion Date:** July 11th, 2026
- **Scope of Work:**
 - Design and construction of canopies for improved weather protection across local and BRT platforms, including connections between the station entrance, Datran Center, parking garage, and Metrorail platform.
 - Reconfiguration of the drop-off/pick-up area north of the station to enhance vehicular and pedestrian access.
 - Station-wide upgrades including facility technologies, security, lighting, landscape, climate systems, signage, circulation elements, and adjacent site enhancements.

Contract Goals

SBE-A/E

12.59%

SBE-C

8.22%

SBE-G/S

0.25%

SBE Breakout To-Date

Total original contracted \$ SBE-A/Es \$700,243	Total % contracted SBE-A/Es 18.93%	Total \$ paid-to-date per original contract SBE-A/Es \$700,243	Total % paid-to-date per original contract SBE-A/Es 100%
Total original contracted \$ SBE-Cs \$10,522,042	Total % contracted SBE-Cs 19.54%	Total \$ paid-to-date per original contract SBE-Cs \$830,673.81	Total % paid-to-date per original contract SBE-Cs 1.54%
Total original contracted \$ SBE-G/S \$192,890	Total % contracted SBE-G/S 0.36%	Total \$ paid-to-date per original contract SBE-G/S \$19,289	Total % paid-to-date per original contract SBE-G/S 0.036%

SBE-A/ E Breakdown

Subcontractor	Project	Original Contract Amount	Current Contract Amount	Amount Paid to Date
SDM Consulting Engineers, Inc.	DSIS	\$686,186	\$881,145.32	\$674,650.72
Longitude Surveyors LLC	DSIS	\$42,700	\$42,700	\$42,700

SBE-Construction Breakdown

Subcontractor	Project	Original Contract Amount	Current Contract Amount	Amount Paid to Date
Low Voltage Systems, Inc.	DSIS	\$5,406,042.21	\$5,406,042.21	\$617,029
Solares Electrical Services, Inc.	DSIS	\$5,116,000.00	\$5,184,306.42	\$390,660

SBE G/ S Breakdown

Subcontractor	Project	Original Contract Amount	Current Contract Amount	Amount Paid to Date
Pacifica Engineering Services LLC	DSIS	\$192,890	\$192,890	\$28,933.5

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**S-889 CD 2.15(1) Plant 2 Cluster 1
Digester Upgrades**

**S-897 SDWWTP Digester & Control BLD
S-909 CDWWTP Plant 2 Cluster 2
Digester**

**DB18-WASD-02 Design build Thickening
Sludge (Poole & Kent Company of
Florida)**

MIAMI-DADE WATER AND SEWER DEPARTMENT CD 215(1) PLANT 2 CLUSTER 1 DIGESTER UPGRADES CONTRACT S-889

SBE-Construction Advisory Board Update
February 1, 2025 – March 31, 2025

Project Team

Brian MacClugage
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Oscar Galindo
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OVERALL CONTRACT SCOPE OF WORK

The overall scope of this Consent Decree project at Central District WWTP includes, but is not limited to, the replacement of all existing equipment, valves, piping; and appurtenances; electrical panels, conduits, cables, and lighting; instrumentation and controls; building mechanical; doors, windows and louvers within the digester Control Building and inside Digester Tank Nos. 1, 2, and 4; new digester covers for Digester Tank Nos. 1,2, and 4; new valve vault for Digester Cluster 1, replacement of all digester header yard piping beyond the valve vault which connects the Plant 2 Digester Clusters (including sanitary, hot water supply, hot water return, thickened sludge, and digester gas yard piping beyond valve vault); extension of the existing Electrical Room at the Control Building; structural repairs to and recoating of Control Building and Digester Tank Nos. 1, 2, and 4; and demolition of existing electrical substation buildings in order to construct two new electrical substation buildings.

- NOTICE TO PROCEED DATE: 10/31/2016
- END DATE: 10/29/2023

Contract Goals:

SBE-C
10.10%

SBE-G/S
1.80%

PROJECT INFORMATION TO-DATE

Award Amount, including CO #2 :	Total dollar value contracted to SBE-C to-date:	Total dollar value contracted to SBE-G to-date:
\$26,411,043.21	\$2,836,560.98	\$746,018.76
Total dollar value of payment received by Miami-Dade County (Paid Amount) :	Total number of SBE-C contracted to-date:	Total number of SBE-G contracted to-date:
\$23,932,355.26	2	1
Total percentage contracted all SBEs to-date: 13.56% (Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)		

SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C firms	Total % contracted SBE-C firms	Total \$ paid-to-date SBE-C firms	Total % paid-to-date SBE-C firms
\$2,836,560.98	10.74%	\$2,836,560.98	10.74%
Total \$ contracted SBE-G firms	Total % contracted SBE-G firms	Total \$ paid-to-date SBE-G firms	Total % paid-to-date SBE-G firms
\$746,018.76	2.82%	\$746,018.76	2.82%

SBE-CONSTRUCTION BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Mar's Contractors, Inc.	S-889	\$2,259,127.89 (8.55%)	\$2,259,127.89 (8.55%)	African American / Female
Sunshine State Air Conditioning	S-889	\$577,433.09 (2.19%)	\$577,433.09 (2.19%)	Hispanic / Male

Total \$ contracted SBE-C's	Total % contracted SBE-C's	Total \$ paid-to-date SBE-C's	Total % paid-to-date SBE-C's
\$2,836,560.98	10.74%	\$2,836,560.98	10.74%

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 2

1 Hispanic-owned
(2.19% of SBE-C)
\$577,433.09

1 African American-owned
(8.55% of SBE-C)
\$2,259,127.89

0 Caucasian-owned
(0% of SBE-C)

1 Woman-owned
(8.55% of SBE-C)
\$2,259,127.89

SBE-GOODS BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Corcel Corp.	S-889	\$746,018.76 (2.82%)	\$746,018.76 (2.82%)	Hispanic / Male

Total \$ contracted
SBE-G

\$746,018.76

Total % contracted
SBE-G

2.82%

Total \$ paid-to-date
SBE-G

\$746,018.76

Total % paid-to-date
SBE-G

2.82%

SBE-GOODS DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 1

1 Hispanic-owned
(2.82% of SBE-G&S)
\$746,018.76

0 African American-owned
(0% of SBE-G&S)

0 Caucasian-owned
(0% of SBE-G&S)

0 Woman-owned
(0% of SBE-G&S)

ISSUE/CONCERN WITH SBEs/SBE PROGRAM

- None at this time.

Thank You!

**MIAMI-DADE WATER AND SEWER DEPARTMENT
CD 1.07 SDWWTP DIGESTERS & CONTROL BUILDING
UPGRADES, ACID PHASE AND SUBSTATION 7 & 8
CONTRACT S-897**

SBE-Construction Advisory Board Update
February 1, 2025 – March 31, 2025

Project Team

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Vice President of Project Administration &
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Kevin Smith
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OVERALL CONTRACT SCOPE OF WORK

The overall scope of this Consent Decree project at South District WWTP includes, but is not limited to, the complete rehabilitation and repair of Clusters 1 and 2 including replacement of all existing equipment, valves, piping and appurtenances, electrical panels, conduits, cables, lighting, instrumentation and controls, building mechanical, architectural doors, windows, and louvers within Clusters 1 and 2 Control Building and inside Digester Tank Nos. 1 through 8; new digester floating covers for Digester Tank Nos. 1 through 8; extension of the existing Electrical Room at Clusters 1 and 2 Control Building; structural repairs to and recoating of Control Building and Digester Tank Nos. 1 through 8; new hot water piping loop from existing Cogeneration building to Clusters 1, 2, 3 and new hot water supply system within the existing Cogeneration Building; new digester gas flares, new digester gas, thickened sludge, digested sludge, utility water, potable water, and cooling water supply/return yard piping, valves, vaults, and appurtenances between the existing Sludge Concentrators, Digesters Clusters 1, 2, 3, and Cogeneration Buildings; including demolition of existing yard piping, valves, and appurtenances and support and relocation of existing utilities; demolition of all electrical equipment inside existing Substation No. 7 and 8 Building; the construction of a new Substations No. 7 and No. 8 Building, including related site civil, architectural, structural, building mechanical, electrical, and instrumentation and controls; new electrical and instrumentation and control ductbanks conduit and cabling between new and existing facilities. This project includes construction of a new Acid Phase digester complex. This includes the construction of four (4) digester tanks, a control building, and an electrical building, including related site civil, architectural and structural, process mechanical systems, building mechanical, electrical and instrumentation and controls, painting and protective coatings; gas piping; new yard piping valves, vaults, and appurtenances to the Acid Phase Digester Complex, and support and relocation of existing utilities.

- NOTICE TO PROCEED DATE:
08/08/2018
- END DATE: 01/08/2024

Contract Goals:

SBE-C
10.24%

SBE-G/S
0.86%

PROJECT INFORMATION TO-DATE

Award Amount:	Total dollar value contracted to SBE-C to-date:	Total dollar value contracted to SBE-G to-date:
\$93,361,000.00	\$9,663,946.00	\$907,906.68
Total dollar value of payment received by Miami-Dade County (Paid Amount) :	Total number of SBE-C contracted to-date:	Total number of SBE-G contracted to-date:
\$79,510,850.24	1	1
Total percentage contracted all SBE's to-date: 11.32% (Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)		

SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C firms	Total % contracted SBE-C firms	Total \$ paid-to-date SBE-C firms	Total % paid-to-date SBE-C firms
\$9,663,946.00	10.35%	\$9,663,946.00	10.35%
Total \$ contracted SBE-G firms	Total % contracted SBE-G firms	Total \$ paid-to-date SBE-G firms	Total % paid-to-date SBE-G firms
\$907,906.68	0.97%	\$907,906.68	0.97%

SBE-CONSTRUCTION BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Eli's Mechanical Corp.	S-897	\$9,663,946.00 (10.35%)	\$9,663,946.00 (10.35%)	Hispanic / Male

Total \$ contracted SBE-C	Total % contracted SBE-C	Total \$ paid-to-date SBE-C	Total % paid-to-date SBE-C
\$9,663,946.00	10.35%	\$9,663,946.00	10.35%

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 1

1 Hispanic-owned
(10.35% of SBE-C)
\$9,663,946.00

0 African-American owned
(0% of SBE-C)

0 Caucasian owned
(0% of SBE-C)

0 Woman-owned
(0% of SBE-C)

SBE-GOODS BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Corcel Corp.	S-897	\$907,906.68 (0.97%)	\$907,906.68 (0.97%)	Hispanic / Male

Total \$ contracted
SBE-Gs

\$907,906.68

Total % contracted
SBE-Gs

0.97%

Total \$ paid-to-date
SBE-Gs

\$907,906.68

Total % paid-to-date
SBE-Gs

0.97%

SBE-GOODS DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 1

1 Hispanic-owned
(0.97% of SBE-G&S)
\$907,906.68

0 African-American owned
(0% of SBE-G&S)

0 Caucasian owned
(0% of SBE-G&S)

0 Woman-owned
(0% of SBE-G&S)

ISSUE/CONCERN WITH SBEs/SBE PROGRAM

- None at this time

Thank You!

MIAMI-DADE WATER AND SEWER DEPARTMENT CD 215(2) PLANT 2 CLUSTER 2 DIGESTER UPGRADES CONTRACT S-909

SBE-Construction Advisory Board Update
February 1, 2025 – March 31, 2025

Project Team

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OVERALL CONTRACT SCOPE OF WORK

The overall scope of this Consent Decree project at Central District WWTTP includes, but is not limited to, the replacement of all existing equipment, valves, piping; and appurtenances; electrical panels, conduits, cables, and lighting; instrumentation and controls; building mechanical; and architectural doors, windows, and louvers within the Digester Cluster Control Building No. 2 and inside Digester Tank Nos. 5, 6, 7, and 8; new digester covers for Digester Tank Nos. 5, 6, 7, and 8; new valve vault for Digester Cluster 2, replacement of all digester header yard piping beyond the valve vault which connects the Plant 2 Digester Clusters (including sanitary, hot water supply, hot water return, thickened sludge, and digester gas yard piping beyond valve vault); extension of the existing Electrical Room at the Control Building; structural repairs to and recoating of Control Building and Digester Tank Nos. 5, 6, 7, and 8.

- NOTICE TO PROCEED DATE: 07/10/2018
- END DATE: 04/21/2022

Contract Goals:

SBE-C
10.43%

SBE-G/S
2.71%

PROJECT INFORMATION TO-DATE

Award Amount:	Total dollar value contracted to SBE-C to-date:	Total dollar value contracted to SBE-G to-date:
\$29,227,440.00	\$4,263,347.20	\$954,978.52
Total dollar value of payment received by Miami-Dade County (Paid Amount) :	Total number of SBE-C contracted to-date:	Total number of SBE-G contracted to-date:
\$26,957,753.69	3	1
Total percentage contracted all SBE's to-date: 17.85% (Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)		

SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C firms	Total % contracted SBE-C firms	Total \$ paid-to-date SBE-C firms	Total % paid-to-date SBE-C firms
\$4,263,347.20	14.59%	\$4,000,250.25	13.69%
Total \$ contracted SBE-G firms	Total % contracted SBE-G firms	Total \$ paid-to-date SBE-G firms	Total % paid-to-date SBE-G firms
\$954,978.52	3.27%	\$898,608.40	3.07%

SBE-CONSTRUCTION BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Eli's Mechanical Corp.	S-909	\$3,096,019 (10.59%)	\$2,881,084 (9.86%)	Hispanic / Male
Sunshine State Air Conditioning	S-909	\$459,200 (1.57%)	\$459,200 (1.57%)	Hispanic / Male
Transamerica Construction Company	S-909	\$708,128.20 (2.42%)	\$659,966.25 (2.26%)	Hispanic / Male

Total \$ contracted SBE-C	Total % contracted SBE-C	Total \$ paid-to-date SBE-C	Total % paid-to-date SBE-C
\$4,263,347.20	14.59%	\$4,000,250.25	13.69%

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 3

3 Hispanic-owned
(14.59% of SBE-C)
\$4,263,347.20

0 African-American owned
(0% of SBE-C)

0 Caucasian owned
(0% of SBE-C)

0 Woman-owned
(0% of SBE-C)

SBE-GOODS BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Corcel Corp.	S-909	\$954,978.52 (3.27%)	\$898,608.40 (3.07%)	Hispanic / Male

Total \$ contracted
SBE-Gs

\$954,978.52

Total % contracted
SBE-Gs

3.27%

Total \$ paid-to-date
SBE-Gs

\$898,608.40

Total % paid-to-date
SBE-Gs

3.07%

SBE-GOODS DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 1

1 Hispanic-owned
(3.27% of SBE-G&S)
\$954,978.52

0 African-American owned
(0% of SBE-G&S)

0 Caucasian owned
(0% of SBE-G&S)

0 Woman-owned
(0% of SBE-G&S)

ISSUE/CONCERN WITH SBEs/SBE PROGRAM

- None at this time.

Thank you!

**MIAMI-DADE WATER AND SEWER DEPARTMENT
DESIGN-BUILD SERVICES FOR THE CONSTRUCTION OF
SOUTH DISTRICT WWTP AND CENTRAL DISTRICT WWTP
SLUDGE THICKENING & DEWATERING BUILDINGS
CONTRACT S-884 & S-888**

SBE-Construction Advisory Board Update
February 1, 2025 – March 31, 2025

Project Team

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OVERALL CONTRACT SCOPE OF WORK

The overall scope of this Consent Decree project is to provide all resources and professional services to perform the planning, engineering design, coordination with Water and Sewer Operations, permitting, construction, furnishing of all materials, fabrication and installation, labor and equipment necessary for the construction of all civil/site, process mechanical, architectural, structural, electrical, instrumentation, plumbing, Heat Ventilation Air Conditioning (HVAC), fire protection, odor control components and all other necessary components to facilitate successful design, construction and commissioning of the new Sludge Thickening and Dewatering Building located at South District WWTP and the new Dewatering/Thickening Facilities located at Central District WWTP.

- NOTICE TO PROCEED DATE: 07/06/2020
- END DATE: 12/13/2025

Contract Goals:

SBE-C
9.43%

SBE-G
2.00%

PROJECT INFORMATION TO-DATE

<p>Award Amount:</p> <p>\$209,505,510 (Design - \$19,134,415 / Construction - \$190,371,095)</p>	<p>Total dollar value contracted to SBE-C to-date:</p> <p>\$21,258,177.24</p>	<p>Total dollar value contracted to SBE-G to-date:</p> <p>\$4,152,416.83</p>
<p>Total dollar value of payment received by Miami-Dade County (Paid Amount) :</p> <p>\$192,225,084.88</p>	<p>Total number of SBE-C contracted to-date:</p> <p>4</p>	<p>Total number of SBE-G contracted to-date:</p> <p>2</p>
<p>Total percentage contracted all SBEs to-date: 13.35% (Total dollar value contracted to SBE's divided by total dollar value cost of work equals SBE percentage)</p>		

SBE BREAKOUT TO-DATE

Total \$ contracted SBE-C firms	Total % contracted SBE-C firms	Total \$ paid-to-date SBE-C firms	Total % paid-to-date SBE-C firms
\$21,258,177.24	11.17%	\$19,560,249.36	10.27%
Total \$ contracted SBE-G firms	Total % contracted SBE-G firms	Total \$ paid-to-date SBE-G firms	Total % paid-to-date SBE-G firms
\$4,152,416.83	2.18%	\$4,061,797.56	2.13%

SBE-CONSTRUCTION BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Eli's Mechanical Corp.	S-884 / S-888	\$7,204,850.50 (3.78%)	\$6,892,046.57 (3.62%)	Hispanic / Male
Dodec, Inc.	S-884 / S-888	\$6,555,496.00 (3.44%)	\$5,818,268.00 (3.06%)	African American / Male
Mar's Contractors, Inc.	S-884 / S-888	\$1,787,348.74 (0.94%)	\$1,687,531.30 (0.89%)	African American / Female
Sunshine State Air Conditioning	S-884 / S-888	\$5,710,482.00 (3.00%)	\$5,162,403.49 (2.71%)	Hispanic / Male

Total \$ contracted SBE-C	Total % contracted SBE-C	Total \$ paid-to-date SBE-C	Total % paid-to-date SBE-C
\$21,258,177.24	11.17%	\$19,560,249.36	10.27%

SBE-CONSTRUCTION DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 4

2 Hispanic-owned
(6.78% of SBE-C)
\$12,915,332.50

2 African American-owned
(4.38% of SBE-C)
\$8,342,844.74

0 Caucasian-owned
(0% of SBE-C)

1 Woman-owned
(0.94% of SBE-C)
\$1,787,348.74

SBE-GOODS BREAKDOWN

Subcontractor	Project	Original Contract Amount with Change Order	Amount Paid to Date	Demographic Data
Corcel Corp.	S-884 / S-888	\$3,077,260.51 (1.62%)	\$2,945,435.71 (1.55%)	Hispanic / Male
Lehman Pipe and Supply	S-884 / S-888	\$1,075,156.32 (0.56%)	\$1,116,361.85 (0.59%)	Caucasian / Female

Total \$ contracted
SBE-G

\$4,152,416.83

Total % contracted
SBE-G

2.18%

Total \$ paid-to-date
SBE-G

\$4,061,797.56

Total % paid-to-date
SBE-G

2.13%

SBE-GOODS DEMOGRAPHIC DATA

TOTAL NUMBER OF FIRMS: 2

1 Hispanic-owned
(1.62% of SBE-G&S)
\$3,077,260.51

0 African American-owned
(0% of SBE-G&S)

1 Caucasian-owned
(0.56% of SBE-G&S)
\$1,075,156.32

1 Woman-owned
(0.56% of SBE-G&S)
\$1,075,156.32

ISSUE/CONCERN WITH SBEs/SBE PROGRAM

- None at this time.

Thank you!