

**SMALL BUSINESS ENTERPRISE  
CONSTRUCTION  
ADVISORY BOARD PACKET**

**February 20, 2018**

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

Tuesday, February 20, 2018  
Stephen P. Clark Center, 111 N.W. 1<sup>st</sup> Street,  
19<sup>th</sup> Floor Conference Room

**AGENDA**

- I. Welcome/Introductions**
- II. Sunset Review**
- III. Construction Management Quarterly Reporting**
  - **Miscellaneous Construction Contract MCC-8-10**  
.....*Alberto Calderin*  
*MCM Corporation*
  - **MIA-Design Build Services for Cruise Terminal F Upgrades**  
.....*Gredel O. Del Toro*  
*MCM Corporation*
  - **Jackson Health/PHT – JOB ORDER CONTRACTS**  
.....*Kenneth Robertson/Teodoro Carrasco*  
*Director of Procurement/Construction*
- IV. SBD Sections**
  - **Advisory Board Reports Update**.....*Laurie Johnson*  
*SBD Project Review/Analysis*
  - **B2G Overview (Questions and Answers)** ..... *Shawn Gannon*  
*SBD Data Management*
- V. New Business**
  - a) SBD Update on Legislation- (Tracie Auguste- SBD Data Management)
  - b) 2018 Meeting Schedule – Michou Jean (SBD- SBD Data Management)
- VI. Old Business**
  - Approval October 23, 2017 Meeting Minutes
- VII. Firm Input**
- VIII. Adjournment**

**NEXT BOARD MEETING: Monday, April 16, 2018 at 1:00 p.m.**

*Delivering Excellence Every Day*

**MIAMI-DADE  
COUNTY**

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**Sunset Review of County Boards  
2018 - Package Checklist**

**SBE Construction Services Advisory Board**

- X        **Signed Agenda Review Form**
- X        **Mayor's Transmittal Memorandum**  
(also email word version of memo to Meighan Alexander at  
[malexander@miamidade.gov](mailto:malexander@miamidade.gov))
- X        **Memorandum from Board Chair to Mayor**
- X        **Completed Sunset Review Questionnaire**
- X        **Attachments to the Questionnaire**
- X        **Membership attendance for the previous 2 calendar years**  
(2016 and 2017)
- X        **Ordinance creating Board (and all subsequent amendments)**
- N/A       **Standard Operating Procedures (if any)**
- N/A       **By-Laws (if any)**
- Minutes from Board meeting approving completed Sunset  
Review, including a vote of the membership**

**Completed by:**

  Michou Jean    
Name

                      
Date

  305-375-3161    
Phone Number



## AGENDA REVIEW FORM

Please process the attached agenda item for the Committee and/or BCC agenda(s) as indicated below.

Department/ Contact Info:

Mitchell Jean (305) 375-3161

Requires Committee Review:

☒ Yes ☐ No

Preferred BCC Agenda Date:

\_\_\_\_\_

Consent Agenda:

☐ Yes ☒ No

Requires Municipal Notification:

☐ Yes ☒ No

Public Hearing Required:

(Please attach a copy of proof that the item has or will be advertised as a public hearing.)

☐ Yes ☒ No

If yes, is public hearing at ☐ BCC or ☐ Committee?

Departmental Budget Code for Printing:

(Please provide budget code if item is 50 pages or more.)

IDS B POM

Must Pass List:

(If "Yes", please provide a brief statement explaining why the item should be placed on the Must Pass List.)

☐ Yes ☒ No

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List Attachment(s):

\_\_\_\_\_

County Attorney's Review:

- ☐ Item is subject to BCC sponsorship and is approved as to form and legal sufficiency.
- ☐ Item is not subject to BCC sponsorship and is approved as to form and legal sufficiency.

If any changes are made to this document, those changes must be approved by the County Attorney's Office.

\_\_\_\_\_  
Asst. County Attorney

\_\_\_\_\_  
Date

Commissioner Sponsor:

(To be provided by Department/Mayor's Office)

\_\_\_\_\_

\_\_\_\_\_  
Approved – Department Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved – Mayor's Office

\_\_\_\_\_  
Date

# Memorandum



**Date:**

**To:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Sunset Review of County Boards for FY 2018 – Small Business Enterprise  
Construction Services Advisory Board

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In accordance with the provisions of Section 2-11.40 of the Code of Miami-Dade County, I am transmitting the 2018 Sunset Review of County Board Report for the Small Business Enterprise (SBE) Construction Services Advisory Board.

The SBE Construction Services Advisory Board approved the attached report at its \_\_\_\_\_ meeting and has recommended the continuation of the board.

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Edward Marquez  
Deputy Mayor

# Memorandum



**Date:**

**To:** Carlos A. Gimenez  
Mayor

**From:** William Rick Derrer  
Chairperson, Small Business Enterprise Construction Services Advisory Board

**Subject:** Sunset Review of County Boards for 2018 – Small Business Enterprise Construction Services Advisory Board

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Pursuant to Section 2-11.40 of the Code of Miami-Dade County, I am submitting the 2018 Sunset Review of County Boards Report for the Small Business Enterprise (SBE) Construction Services Advisory Board for transmittal to the Board of County Commissioners (BCC). The Advisory Board approved the attached report at its \_\_\_\_\_

It is recommended that the BCC approve the continuation of the Small Business Enterprise Construction Services Advisory Board.

## **BACKGROUND**

The SBE Advisory Board for Construction Services was created on May 20, 1997 for the purpose of providing general program oversight and assisting Small Business Development (SBD), a Division of the Internal Services Department (ISD), in tracking and monitoring the results and effectiveness of the Small Business Enterprise (SBE) Construction Services Program. The Advisory Board should continue to function as part of the SBE Construction Services Program to ensure continued success and maximize the benefits to small construction businesses seeking contracts with Miami-Dade County. The Advisory Board provides guidance to the BCC and oversight to SBD staff to ensure that the SBE Construction Services Program goals are met.

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William Rick Derrer  
Chairperson

**SUNSET REVIEW QUESTIONNAIRE  
MIAMI-DADE COUNTY BOARDS  
2018**

**I. GENERAL INFORMATION**

1. Name of Board reporting: Small Business Enterprise Construction Services Advisory Board
2. Indicate number of board members, terms of office, and number of vacancies:  
Number of Board Members: There are ten (10) Advisory Board members  
Terms of Office: Term of office is two (2) years  
Number of Vacancies: There are four (4) vacancies
3. Identify number of meetings and members' attendance (Attach records reflecting activity from **(Jan. 1, 2016 through December 31, 2017)**):  
Number of Meetings: 10  
Number of Meetings with a Quorum: 8  
Attendance Records: See Attachment 5
4. What is the source of your funding? There is no budgeted funding source for the associated costs.
5. Date of Board Creation: May 20, 1997
6. Attach a copy of the ordinance creating the Board (Please include all subsequent amendments).  
See Attachment 6
7. Include the Board's Mission Statement or state its purpose:  
The Small Business Enterprise Construction Services Advisory Board for Construction Services was created for the purpose of reviewing the Small Business Enterprise (SBE) Construction Services Program activities and results, and for making recommendations to Small Business Development (SBD) a division of the Internal Services Department (ISD) and the Board of County Commissioners (BCC) on matters pertaining to the SBE Construction Services Program. This Advisory Board's mission is to enhance the Program, increase small business participation on construction contracts and as a result ensure viable and sustained growth. The Advisory Board promotes innovative technology and fair business practices for all Small Business Enterprise firms. The Advisory Board also encourages a commitment from all certified firms to provide excellent service and competitiveness in conjunction with meeting the needs of county departments that utilize their services.
8. Attach the Board's standard operating procedures, if any. N/A
9. Attach a copy of the Board's By-Laws, if any. N/A
10. Attach a copy of the Board minutes approving the Sunset Review Questionnaire, **including a vote of the membership.**  
See Attachment 7

**II. EVALUATION CRITERIA**

1. Is the Board serving the purpose for which it was created? (Please provide detailed information) Yes, the Advisory Board is serving an important purpose in overseeing the SBE Construction Services Program. Since implementation, this Board has provided assistance and recommendations to SBD to increase benefits to small construction businesses seeking contracts with Miami-Dade County. The Advisory Board provides guidance to the BCC and oversight to SBD staff to ensure that the

Program goals are applied and met. In summary, the Advisory Board is serving the purpose for which it was created.

2. Is the Board serving current community needs? (Please provide detailed information)  
The Advisory Board is serving the community needs by acting as an advocate for the small business community participating or desiring to participate on County construction contracts.
3. What are the Board's major accomplishments?
  - a. Last 24 months. The Advisory Board monitored and reviewed the SBE participation in Construction Management (CM) type contracts or contracts valued greater than \$25 million. It has reviewed and addressed concerns from the SBE Construction Services community on various issues. The Advisory Board also collaborated with SBD on proposed amendments to the MCC 7040 Program and Section 10-33.02 of the Miami-Dade County Code to increase SBE participation.
  - b. Since established. This Board has overseen a number of enhancements to the Program, including amending the Code to increase the size standards to increase SBE participation, updates to the Program that serve to encourage private sector utilization of SBEs on major Seaport, Water and Sewer, Airport and Jackson Memorial Hospital projects. Guidance has been provided in the Certification process, as well the Mentor-Protégé and Bonding and Financial Assistance Programs.
4. Is there any other board, either public or private, which would better serve the function of this board? No, there are no other boards that would better serve the function of this board.
5. Should the ordinance creating the Board be amended to better enable the Board to serve the purpose for which it was created? (If "Yes", attach proposed changes) No
6. Should the Board's membership requirements be modified? No
7. What is the operating cost of the Board, both direct and indirect? (Report on FY 2016 and FY 2017) Small Business Development staff (Attachment 8)
8. Describe the Board's performance measures developed to determine its own effectiveness in achieving its stated goals. This Board's performance measures are to ensure that a minimum of 10% of dollars spent on construction projects are sheltered for SBEs and is met as dictated by Section 10-33.02 of the Code of Miami-Dade County. Accordingly, every two months, the Board reviews the summary of all projects awarded by the County, the dollar amount of the awards and the corresponding dollars set aside for SBE participation. Total dollars awarded to SBEs for Construction projects for FY 2016 total \$134,204,604.36 and for FY 2017, \$189,071,436.58. Both dollar values far exceed the County's 10% minimum objective

## Small Business Construction Services Advisory Board for Attendance Log

Appointing Association	NAME	Jan 19, 2016	Mar 21, 2016 #	May 16, 2016	Jul 18, 2016	Sep 19, 2016	Nov 21, 2016	Jan 23, 2017 #	Mar 20, 2017	May 20, 2017	Jul 17, 2017	Oct 23, 2017	Dec 18, 2017		
Allied Minority Contractors' Association, Inc.	Sam Lee Gilmore, Jr.	X	Absent	X		C A N C E L L E D							X	C A N C E L L E D	
South Florida Chapter of the Associated General Contractors of America	Rick Derrer	Absent	Absent	Absent	X		X	Absent	X	Absent	X	Absent			
Construction Association of Florida, Inc.	John Siegle	X	X	X	Absent		Absent	Absent	Absent	Absent	Absent	Absent			
Engineering Contractor's Association of South Florida	Bob Baer	X	Absent	X	Absent		Absent	X	Absent	X	X	X			
Contractor's Resource Center	Linda Forrest	Absent	Absent	x	Absent		X	Absent	Absent	Absent	Absent	Absent			
Miami-Dade Chamber of Commerce	Courtney Cunningham	Absent	Absent	X	X		Absent	Absent	X	X	X	Absent			
National Association of Black Women in Construction	Shirley Everett	X	X	X							X	X	X		
BAC Funding Corporation	Jessie B. Houston	Absent	Absent	Absent	X		x	Absent	X	X	Absent	X			
CSBE Association, Inc.	Dorothy Brown-Alfaro	X	X	x	X		X	x	X	Absent	X	X			
Certified CSBE	Virginia Mirabal			x	x		x	x	X	X	X	Absent			
Local Bonding Authority	Charles Nielson*	Absent	X												
Latin Builders Association	Alexis Gonzalez											X	Absent		
Underground Contractors' Association of South Florida, Inc.	Kenneth Baer											X	Absent	X	

\*Resigned – Replacement approved

\*\*Resigned – Replacement requested from Organization

# - No Quorum



## Miami-Dade Legislative Item File Number: 971886

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**File Number:** 971886      **File Type:** Ordinance      **Status:** Adopted  
**Version:** 0      **Reference:** O-97-52      **Control:** County Commission  
**File Name:** COMMUNITY SMALL BUSINESS ENTERPRISE (CSBE) **Introduced:** 5/22/1997  
**Requester:** NONE      **Cost:**      **Final Action:** 5/20/1997  
**Agenda Date:** 5/20/1997 **Agenda Item Number:** 4D

**Notes:** FINAL  
VERSION  
AS  
ADOPTED  
(See  
971377)

**Title:** ORDINANCE CREATING COMMUNITY SMALL BUSINESS ENTERPRISE ('CSBE') PROGRAM APPLICABLE TO COUNTY AND PUBLIC HEALTH TRUST CONSTRUCTION CONTRACTS; PROVIDING DEFINITIONS; PROVIDING FOR USE OF CONTRACT MEASURES, INCLUDING PROGRAM INCENTIVES; PROVIDING PENALTIES; AMENDING SECTION 2-8.1 OF THE DADE COUNTY CODE TO AUTHORIZE COUNTY MANAGER TO DETERMINE WHETHER TO UTILIZE REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS AS ALTERNATIVE METHODS FOR SELECTION OF CONTRACTORS TO PERFORM PUBLIC IMPROVEMENTS INVOLVING EXPENDITURES OF \$500,000 OR LESS AND TO REQUIRE REVIEW OF PROJECTS PRIOR TO ADVERTISEMENT TO DETERMINE WHETHER BREAK UP INTO SMALLER SIZE CONTRACTS WILL INCREASE OPPORTUNITIES FOR CSBE PARTICIPATION; AMENDING SECTION 2-8.5 OF THE DADE COUNTY CODE TO PROVIDE LOCAL PREFERENCE SHALL NOT BE AVAILABLE ON CERTAIN CONTRACTS; AMENDING SECTION 10-38 OF THE DADE COUNTY CODE TO PROVIDE FOR DEBARMENT FOR VIOLATION OF CSBE PROGRAM; CREATING ADVISORY BOARD FOR OVERSIGHT OF CSBE PROGRAM, INCLUDING CONFLICT OF INTEREST WAIVER; AND PROVIDING SEVERABILITY, INCLUSION IN CODE AND EFFECTIVE DATE

**Indexes:** COMMUNITY SMALL BUSINESS  
ENTERPRISE(CSBE)

**Sponsors:** Betty T. Ferguson, Prime  
Sponsor

**Sunset Provision:** No      **Effective Date:**

**Expiration Date:**

**Registered Lobbyist:** None Listed

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### Legislative History

Acting Body	Date	Agenda Item	Action	Sent To	Due Date	Returned	Pass/Fail
County Attorney	5/22/1997		Assigned	R. A. Cuevas, Jr.		5/22/1997	
Board of County Commissioners	5/20/1997	4D AMENDED	Adopted as amended				P
<p><b>REPORT:</b> There being no objection, the Board considered Agenda Item 4(D), 4(T) and 7(A)4 together inasmuch as they were related. Chairperson Margolis expressed concern with the foregoing proposed ordinance as related to private contractors. She explained that although she felt the language was excellent as related to the public contracts, she felt the private contractors should be excluded from the provisions of this ordinance. Commissioner Moss noted on the contrary, the public sector was already required to adhere to anti-discrimination laws. He contended that steps must be taken to address the lack of diversity that mainly existed in the private sector where the major construction contracts for rises, shopping centers, etc. were predominately controlled by a small group of private contractors who were not required to adhere to anti-discriminatory laws. With regard to Agenda Item 4(D) &amp; 4(T) Supplement, regarding fiscal impact statement on the ordinances creating the CSBE Program, Commissioner Ferguson noted the language contained within the second paragraph, page one of this ordinance provided that "The CSBE Ordinance presents a pro forma budget requirement between \$12 million and \$18 million depending on certain percentage assumptions regarding the size of the CSBE program as it relates to the County's overall annual capital budget". She asked that this figure be amended to provide for a pro forma budget requirement of \$12.5 million, and that funding be appropriated on an as need basis in subsequent years. Mr. Fraizer suggested that the language be worded to state "an amount not less than \$12.5 million, but that sufficient funding be provided." County Manger Vidal concurred and clarified that as proposed, there would be a minimum participation of \$12.5 million and that the funds would be increased as the program expanded. He noted, however, that this matter would be remanded to this Commission if at any time funds for this program were insufficient. Commissioner Ferguson referred to the language contained within paragraph one on page two, Definition [page 5(n)]: which provided that "CSBE Objective means the objective of assuring that not less than 10% nor more than 15% of the County's total annual expenditures..." She asked that this language be amended to state "no more than 10%", and to delete "no more that 15%. County Manager Vidal indicated that the numbers would be adjusted in accordance with the \$12.5 million. Commissioner Ferguson advised that her request was to amend this language to delete "no more than 15%", thereby eliminating the ceiling. Following further discussion, Mr. Fraizer noted he supported this proposed amended, with a proviso that the percentage be adjusted annually pursuant to the committee's recommendation. With regard to the third paragraph on page two of Agenda Item 7 (A)4, entitled Proposed Changes to CSBE Ordinance, County Manager Vidal noted he was proposing to amend [page 8(p)] re the definition of handicapping, to eliminate the handicap of 2% per level crossed when a firm pre-qualified in one bonding capacity level bids on a contract in a lower bonding capacity level. He noted this proposed amendment was necessary to prohibit a firm pre-qualified in one bonding capacity from bidding on a contract in a lower bonding capacity level. Following discussion, Commissioner Ferguson and Mr. Fraizer indicated they had no objection to the County Manager's proposed amendment. In connection with Agenda Item 7(A)4, entitled Proposed Changes to CSBE Ordinance, relating to Prompt Payment Provisions, Commissioner Ferguson noted the County Manager recommended a time limit of no more than two (2) business weeks in which a County Department must process an invoice for payment; three (3) business days for the Finance Department to make payment; and two (2) business days for the prime contractor to make payment to subcontractors for non-disputed invoices. She asked that the existing language in the ordinance be maintained. Following a lengthy discussion regarding the foregoing, Commissioner Burke suggested this item be deferred to Thursday to allow ample opportunity to resolve issues of concern. Assistant County Attorney Robert Cuevas clarified for the record that as proposed, upon receipt of the bill from the prime, the County had 14 days to review it and issue a check to the prime, provided the bill</p>							



was not under dispute; upon receipt of payment from the County, the prime must pay the subcontractor two business days; and that in no event shall the entire time frame exceed thirty (30) days from the day the subcontractor submits the bill to the prime. Upon further discussion, County Manager Vidal concurred that the existing language would be sufficient as previously proposed by Commissioner Ferguson, provided that copies of invoices from the subcontractors and all other supporting documents were forwarded by the prime along with their invoices to the County. Mr. Cuevas noted and Mr. Fraizer concurred that only those invoices from subcontractors that had been reviewed and approved by the prime would be forwarded to the County for payment. Commissioner Ferguson noted subcontractor must be notified by the prime within seven days of any invoice under dispute. Chairperson Margolis concurred with Commissioner Burke that this matter should have been deferred. She expressed concern that an ordinance of this magnitude should not be developed on diaz, but that the major issues should be discussed, debated and resolved at the committee level. County Manager Vidal explained that the ordinance before the Board today was prepared by the County Attorney and that in his final review of this ordinance, he had some concerns which were expressed in Agenda Item 7A4, the memorandum entitled as Proposed Changes to the CSBE Ordinance Agenda Item 4(d). He noted prior to preparing this memorandum, he and his staff had met with Commissioner Ferguson and her staff and discussed these issues. However, due to time constraints, he did not have an opportunity to discuss these changes with the County Attorney and he apologize to Mr. Cuevas, whom he noted had not had sufficient time to review his memorandum. Commissioner Ferguson apologized to her colleagues, but urged their indulgence in working through the County Manager's proposed changes, particularly considering the existing moratorium on construction. Proceeding, Commissioner Ferguson referred the language in the County Manager's memorandum relating to the Bonding and Financial Assistance Program, Commissioner Ferguson that the references to "start-up capital" be deleted, and that this language be worded to state an intent to provide "mobilization capital". County Manager Vidal and Mr. Fraizer noted the foregoing proposed amendment was acceptable. In connection with the County Manager's memorandum, and his recommendation that all references to the Department of Business Development be changed to read County Manger or his or her designee, Commissioner Ferguson asked and County Manager Vidal and Mr. Fraizer concurred that the existing language contained within the ordinance be maintained. Upon concluding the foregoing, the Board resumed consideration of the County Manager recommendation relating to the Prompt Payment Provision. Assistant County Attorney Cuevas advised that appropriate language would be prepared to provide that in no event shall the entire time frame exceed thirty (30) days from the day the subcontractor invoiced the prime. Following further discussion, Mr. Cuevas asked that the proposed amendment remain as is, pending the development of an Administrative Order implementing the ordinance, which he noted would be forwarded for committee review prior to being forwarded to the Board. It was moved by Commissioner Ferguson that Agenda Item 4D be adopted as amended. This motion was seconded by Commissioner Burke. Ms. Marsha Jackman, Department of Business Development, responded to questions from Commissioners Carey and Sorenson regarding the method to be used to inform small businesses and other participants regarding this program. She noted assuming this ordinance was adopted today, it would be the responsibility of the Department of Business Development in conjunction with the task force, to advertise and promote this program and to develop an expedited certification process. Mr. Steve Spratt, Director, Office of Management and Budget responded to Commissioner Morales' question regarding the language contained on page 76 of the ordinance relating to the administrative cost of this program. Ms. Jackman explained that the additional cost would be used to fund the management, technical, financial components of the bonding and the mentor prot,g, programs; which she noted were not a part of the old program. Mr. Spratt concurred and noted staff had estimated that an additional \$900,000.00 and 14 staff persons would be needed to monitor this program, and that it was anticipated that additional revenues would be generated from certification revenue and contract review fees assessed on capital projects for this purpose. Mr. Spratt noted funding had not yet been identified for systems development and reprogramming which would be required to monitor this activity, but efforts would be made to identify funding prior to the upcoming budget updates. In response to Commissioner Morales' question, Mr. Spratt noted the \$6 million for bonding guarantee funds were reflected in this year's proposed budget, and although funding for additional staffing for DBE was not reflected, a funding source had been identified and would be reflected in the budget update to be submitted in July. Mr. Spratt noted with the exception of the funding for systems development and reprogramming,

general fund revenues would not be used to fund this program. Assistant County Attorney Robert Cuevas asked that a scrivener's error existing on Page 9 of this proposed ordinance relating to the definition of qualifier and that the word "validity" should be changed to "certificate of eligibility". Also, the effective date needed to be inserted on Section 5 - page 30 of the foregoing proposed ordinance. Ms. Jackman responded at Commissioner Ferguson's request. She suggested that the date inserted should be after the moratorium was lifted, which would not end until around June 15, 1997. In connection with Agenda Item 4T, Commissioner Sorenson proposed that the sanctions and disbarment provisions contained within this item also be included in Agenda Item 4D in the event the bidder or CSBE attempted to comply with the provisions of this ordinance through fraud, misrepresentation or material misstatement. she also asked that the word "discrimination" be added. Mr. Cuevas indicated he had no objection to the foregoing proposed amendment. Ms. Jackman responded to Commissioner Moss' question regarding the method to be used to document and monitor the success of this program. County Manager Vidal clarified that the ordinance would become effective June 15th, however, there was a potential for a 30-day gap until July 15th, which would provide more than sufficient time for all contracts to be reviewed in accordance with the ordinance. There being no further discussion, the Board voted on the foregoing motion, and upon being put to a vote, passed unanimously by those members present. In connection with Agenda Item 4T, Chairperson Margolis suggested the foregoing proposed ordinance be deferred and remanded to the Economic Development and Human Services Committee for further review, particularly with regard to private-owned businesses. Commissioner Ferguson noted although she had no objection a deferral, she felt that any concern regarding this ordinance should be voiced by members of the Board today. Pursuant to the foregoing, Commissioner Sorenson asked that the criteria for qualifying and training hearing officers as well as the provisions for sexual harassment be established by the committee and incorporated into the ordinance. She also asked that the word "sex" as contained within the ordinance be changed to "gender". Chairperson Margolis noted any additional issues or concerns would be submitted to Commissioner Ferguson in writing. She suggested the provisions of the ordinance be limited to government contracts, noting her concern that the government did not have the authority to control private-owned businesses and that as proposed, this ordinance could potentially result in litigation against the County. It was moved by Chairperson Margolis that the proposed foregoing ordinance be deferred and referred to the Economic Development and Human Services Committee for review, and forwarded for consideration by the Board at the June 3, 1997 Regular Meeting. This motion was seconded by Commissioner Ferguson, and upon being put to a vote, passed unanimously by those members present.

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## Legislative Text

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### TITLE

ORDINANCE CREATING COMMUNITY SMALL BUSINESS ENTERPRISE ('CSBE') PROGRAM APPLICABLE TO COUNTY AND PUBLIC HEALTH TRUST CONSTRUCTION CONTRACTS; PROVIDING DEFINITIONS; PROVIDING FOR USE OF CONTRACT MEASURES, INCLUDING PROGRAM INCENTIVES; PROVIDING PENALTIES; AMENDING SECTION 2-8.1 OF THE DADE COUNTY CODE TO AUTHORIZE COUNTY MANAGER TO DETERMINE WHETHER TO UTILIZE REQUESTS FOR PROPOSALS AND REQUESTS FOR QUALIFICATIONS AS ALTERNATIVE METHODS FOR SELECTION OF CONTRACTORS TO PERFORM PUBLIC IMPROVEMENTS INVOLVING EXPENDITURES OF \$500,000 OR LESS AND TO REQUIRE REVIEW OF PROJECTS PRIOR TO ADVERTISEMENT TO DETERMINE WHETHER BREAK UP INTO SMALLER SIZE CONTRACTS WILL INCREASE OPPORTUNITIES FOR CSBE PARTICIPATION; AMENDING SECTION 2-8.5 OF THE DADE COUNTY CODE TO PROVIDE LOCAL PREFERENCE SHALL NOT BE AVAILABLE ON CERTAIN CONTRACTS; AMENDING SECTION 10-38 OF THE DADE COUNTY CODE TO PROVIDE FOR DEBARMENT FOR VIOLATION OF CSBE PROGRAM; CREATING ADVISORY BOARD FOR OVERSIGHT OF CSBE PROGRAM, INCLUDING CONFLICT OF INTEREST WAIVER; AND PROVIDING

## SEVERABILITY, INCLUSION IN CODE AND EFFECTIVE DATE

**BODY**

WHEREAS, data from the President's 1995 Report on the State of Small Business as well as data from the Small Business Administration's 1995 Small Business Profile for the State of Florida indicate that small businesses contribute greatly to employment, with 53% of all workers being employed by small firms (53% on a national basis; 55% for the State of Florida). In addition, small-business-dominated industries added jobs to the economy at a rate more than 1.3 times the national rate. The President's Report also indicates that governmental procurement greatly influences a firm's chances of survival - the dissolution rate of small Federal contractors was about half the rate of similar firms in the economy, and employment growth was also substantially higher in the firms that had government contracts; and WHEREAS, a program which affords opportunities to small businesses to participate in the County's construction of public improvements would foster growth in the economy of Metro-Dade County, by affording small businesses a chance to gain the experience, knowledge and resources necessary to compete and survive, both in the government construction contracting arena as well as in the private construction contracting arena; and

WHEREAS, at the request of the County, a Committee comprised of representatives of all segments of the local construction industry has developed the following Community Small Business Enterprise Program to afford small construction businesses the opportunity to gain experience, knowledge and resources by participating in County and Public Health Trust construction contracting; and

WHEREAS, the Committee recommends adoption of the Program on the condition that this Commission appropriates not less than \$12 and « million to implement the Program's first year of operation in accordance with the budget attached hereto as Attachment 6, to be adjusted in future years as needed,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF DADE COUNTY, FLORIDA:

Section 1. Article II (Bidding on Public Projects) of Chapter 10 of the Code of Metropolitan Dade County, Florida, is hereby amended to add the following as new Section 10-33.02, entitled Community Small Business Enterprise Program:

(1) Title. This Section shall be referred to as the Metropolitan Dade County Community Small Business Enterprise ("CSBE") Program.

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

(a) Advisory Board means the Community Small Business Enterprise Board created for the purpose of reviewing Program activities and results, and for making recommendations to the Department of Business Development (DBD) and the Board of County Commissioners (BCC) on matters pertaining to the Program.

(b) Available or availability means to have, prior to bid submission, the ability to provide construction services under a contract or first tier subcontract by having:

1. reasonably estimated, uncommitted capacity and expertise;
2. all licenses, permits, registrations and certifications;
3. the ability to obtain bonding that is reasonably required to perform the contract or first tier subcontract consistent with normal industry practice; and
4. the ability to otherwise meet bid specifications.

- (c) 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, letters of interest or offer to perform the contract.
- (d) Bid preference means an amount deducted (for evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime county construction contract, which is not set-aside for bidding solely by CSBEs.
- (e) Bidder means any person, partnership, corporation or other business entity that submits a bid.
- (f) Bonding Assistance may include providing assistance in preparing and completing bond packages as well as providing funding to be used for bonding purposes.
- (g) Business day means a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Metro-Dade County governments.
- (h) Calendar day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.
- (i) Commercially useful function means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:
1. the evaluation of the amount of work subcontracted;
  2. normal industry practices;
  3. the skills, qualifications, or expertise of the enterprise to perform the work;
  4. whether the business' own personnel perform, manage, and/or supervise the work involved; and
  5. other relevant factors.
- (j) Community Small Business Enterprise (CSBE) means a construction related enterprise, including a design-build firm, which has an actual place of business in Dade County and whose average annual gross revenues for the last three (3) years do not exceed: \$2,000,000 for SIC 15 - Building Construction, General Contractors and Operative Builders; \$2,000,000 for SIC 16 - Heavy Construction, other than Building Construction; or, \$1,000,000 for SIC 17 - Specialty Trade Contractors. CSBEs shall be categorized by the predominant type of construction they perform in accordance with the two-digit Standard Industrial Classification (SIC) code of the Census applicable to such type of construction. A CSBE will graduate out of the Program once it has exceeded these Size Limits based on its three year average annual gross revenues.

CSBEs must be certified by SIC code, and classified into one of the three Contracting Participation Levels by the firm's bonding capacity. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, CSBEs must go through a prequalification process which will be used to determine which of the three Contracting Participation

Levels the CSBE will be placed in based on the firm's bonding capacity; the prequalification process will utilize the current AIA Document A305 Contractor's Qualification Statement or equivalent (see Attachment 3). The levels of bonding capacity are as follows:

1. Level I - bonding capacity of up to \$500,000 per contract:
2. Level II - bonding capacity above \$500,000 but not exceeding \$1,000,000 per contract; or
3. Level III - bonding capacity above \$1,000,000 but not exceeding \$3,000,000 per contract.

A firm's eligibility to participate in the CSBE program and the contracting participation level at which it will participate shall be determined based on the cumulative gross revenues and bonding capacities of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A. No firm shall be certified as a CSBE where the aggregate net worth of all its owners is more than seven hundred fifty thousand dollars. Representations as to gross revenues and net worth of owners shall be subject to audit.

(k) Construction means the building, maintaining, painting, altering, or repairing of a public improvement.

(l) Contract means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.

(m) Contracting Participation Level refers to the level in which a CSBE firm is classified based on the combined bonding capacity of the applicant firm and that of all the firm's affiliates. A CSBE's level of bonding capacity shall be determined by utilizing the American Institute of Architect's (AIA) Document A305 Contractor's Qualification Statement or its equivalent. In addition, construction contracts of \$3,000,000 or less (which may be reserved for limited competition amongst CSBEs) will be classified into one of the three Contracting Participation Levels based on estimated project cost. The three contracting participation levels are:

1. Level \$0-\$500,000
2. Level II \$500,001-\$1,000,000
3. Level III. \$1,000,001-\$3,000,000

Prime contracts with estimated project construction cost in excess of \$3,000,000 shall be "open market" contracts which all firms can bid on.

(n) CSBE Objective means the objective of assuring that not less than 10% of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the Advisory Board. Forty percent (40%) of the foregoing objective may be accomplished in contracts falling within Standard Industrial Classification (SIC) code 15 and first tier subcontracts under such contracts; forty percent (40%) of the foregoing objective may be accomplished in contracts falling within SIC 16 and first tier subcontracts under such contracts; and twenty percent (20%) of the foregoing objective may be accomplished in prime contracts falling within SIC 17. The percentage of the overall CSBE objective allocated to each SIC category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.

- (o) Graduation means the CSBE has exceeded the specific size limits stated for the Program, based on the firm's three year average annual gross revenues, and will no longer be eligible for participation in the Program.
- (p) Joint venture means an association of two or more CSBEs. Joint ventures shall be subject to the size limitations set forth in this ordinance; such size limitations include affiliates as set forth in Appendix A of this ordinance.
- (q) Management & Technical Assistance (MTA) means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are shown in Attachment 3.
- (r) Mentor-Prot,g, 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. A copy of the Metro-Dade County Mentor-Prot,g, Program is provided as Attachment 1.
- (s) Prequalification is defined as provided elsewhere in this ordinance.
- (t) Program Incentive is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid on a specific project. The Program Incentives available are as follows:
1. For participation in the Mentor-Prot,g, Program - 2% of bid price or up to 10% of the total evaluation points;
  2. For participation in the Worker Training Program - 2% of the bid price or up to 10% of the total evaluation points.
- (u) Qualifier means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by subsection (a) of Section 10-3 of this Code.
- (v) Review Committee - the County Manager shall establish an administrative procedure for the review of each proposed County contract to which this ordinance applies, including the establishment of a committee to recommend whether CSBE measures provided in this ordinance should be applied.
- (w) Selection factor means a percentage of total evaluation points added to the points scored by a proposer responding to an RFP or RFQ for a prime County construction contract which is not set-aside for competition solely amongst CSBEs.
- (x) Services means construction, maintenance, painting, alteration or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.
- (y) Set-aside means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is \$3,000,000 or less.
- (z) SIC (Standard Industrial Classification) code is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged.

(aa) Subcontractor goal means a proportion of a prime contract value stated as a percentage to be subcontracted at the first tier level to CSBEs to perform a commercially useful function.

(ab) Trade Set-aside means that an entire Specialty Trade component(s) of a County miscellaneous construction contract is reserved for first tier subcontracting amongst certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract is reserved for limited competition amongst certified CSBEs). No CSBE may be awarded more than one trade set-aside on any one specific miscellaneous construction contract.

(ac) Worker Training Program is a qualified training program or Technical School or other such construction industry related training program, as approved by the Advisory Board.

### (3) Program Components:

A. Application. Except where federal or state laws or regulations mandate to the contrary, the provisions of this ordinance shall require review of all construction contracts funded in whole or in part with County funds to determine the appropriateness of applying contract measures as set forth in this Ordinance. The County Manager shall prepare administrative orders, bid, and contract documents implementing the Bonding and Financial Assistance Program, the Management and Technical Assistance Programs, the Mentor-Prot,g, Program and other related programs addressed in this Ordinance. The words County Manager in this section shall mean the County Manager or his or her designee.

B. Dade County Community Small Business Enterprise (CSBE) Program: 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. Prompt payment.

a. The County Manager and the President of the Public Health Trust shall establish administrative procedures requiring that billings from contractors under prime construction contracts with Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a trade set-aside or subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust. A contractor shall include in its billing to the County or Trust copies of those billings from its first tier CSBE subcontractors which the contractor approves and whose cost is included in the payment amount requested from the County or Trust.

b. Prime construction contracts to which a CSBE trade set-aside or subcontractor goal has been applied shall require that billings from CSBEs under first tier subcontract with the prime contractor, shall be promptly reviewed and payment made by the prime contractor to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment therefor by the prime contractor. The foregoing notwithstanding, the prime contractor shall pay billings from its first tier CSBE subcontractors that are not in dispute within the time frame recommended by the Advisory Board and implemented by Administrative Order of the County Manager approved by the County Commission.

c. The prime contractor on a prime construction contract to which a CSBE trade set-aside or subcontractor goal has been applied shall inform the Department of Business Development, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within seven (7) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor.

d. Failure of the prime contractor to comply with the requirements of Section (3) 1 (c) above shall result in the prime contractor's forfeiture of the right to use the dispute as justification for not paying the first tier CSBE subcontractor and payment shall be forthcoming from the prime contractor.

2. Mentor-Prot,g, Program: This program is a community based effort involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The Program is an effort to overcome difficulties that typically inhibit or restrict the success of small businesses and is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. It is expected that as a result of the Mentor-Prot,g, Program, Prot,g, 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. The Program will provide a community benefit by strengthening emerging businesses and providing them with opportunities for growth, expansion and increased participation in Metro-Dade County's economic development. To be eligible for incentives under the Mentor-Prot,g, Program, the Mentors and Prot,g, must be registered by the Department of Business Development in the Mentor-Prot,g, Program. The specific details of the proposed program are shown in Attachment 1.

3. Bonding and Financial Assistance Program: This program will provide CSBEs with assistance in obtaining bonding and/or financial assistance for construction projects. 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 and/or working capital needed for specific projects. The specific details of the proposed program are shown in Attachment 2.

4. Management and Technical Assistance Program: This program will provide direct and indirect assistance for small business development. Program management provides direction, coordinates access to services, and maintains continual communications to assure knowledge and use of available resources. Technical assistance will also be provided such as accounting services and business plan preparation, which will assist firms in developing documents needed for bonding and financial assistance as well as business and management workshops and seminars. CSBEs may have access to resources that focus on developing their management capacity and enhancing the marketability of their products. Specific details of the proposed program are shown in Attachment 3.

5. Trade Set-Asides: Trade Set-aside means that an entire Specialty Trade component(s) of a County miscellaneous construction contract which the prime contractor shall subcontract at the first tier level to certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract). All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor. Miscellaneous construction contract shall mean a construction contract managed by a construction manager selected on the basis of a management fee that will be added to the cost of specialty trade work for various projects bid by the construction manager as a trade set-aside for CSBEs.

6. Subcontractor goals: The County Commission or Public Health Trust may establish subcontractor goals for any Specialty Trade portion of the work in a contract based on estimates made prior to bid advertisement of the quality, quantity and type of first tier subcontracting opportunities provided by the contract, and of the availability of CSBEs to afford effective subcontracting competition therefor. After bid advertisement, or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission or Public Health Trust.

Bid documents shall require bidders to submit a Schedule of Participation form at the time of bid



submission identifying all CSBEs to be utilized to meet the subcontractor goal, the trade designation of work each will perform, and the dollar value of such work. In order to assure at the time of bid submission agreement upon the above information between the bidder and the CSBE, bid documents shall also require bidders to submit a form no later than two (2) business days after bid submission due date confirming such information through signed documents from the CSBE involved. Failure to submit the required form at the time of bid submission shall render the bid non-responsive. Submission of a defective form shall render the bid voidable.

Bidders whose bids fail to meet the specified subcontractor goal, in order to remain eligible for award of the contract, must submit evidence, no later than two (2) business days after bid submission, proving the lack of available CSBEs to afford effective competition therefor.

A successful prime bidder that is a CSBE or a joint venture may perform up to 50% of a CSBE subcontractor goal with its own forces. The remaining subcontractor goal work shall be performed by other CSBEs.

Bid documents shall provide that:

- (i) only expenditures to CSBEs for performing a commercially useful function shall be counted toward meeting a specified subcontractor goal;
- (ii) expenditures to CSBEs for acting essentially as a conduit to transfer funds to a non-CSBE shall not be counted toward meeting a subcontractor goal unless such conduct receives prior approval from the Department of Business Development as consistent with normal industry practice; and
- (iii) expenditures to CSBEs who subcontract work further to non-CSBEs shall not be counted toward meeting a subcontractor goal unless such subcontracting receives prior approval from the Department of Business Development as consistent with normal industry practice.
- (iv) only expenditures to CSBEs made under written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting the subcontractor goal.

Bid documents shall allow bidders to challenge or protest a subcontractor goal established under this section by submitting no later than the time of bid submission the reasons for such challenge or protest in writing to the department responsible for the contract. Challenges or protests to a CSBE subcontractor goal by bidders after the time of bid submission shall not be heard by the County Commission or Public Health Trust.

## 7. Contract Measures:

a. Contract Set-Asides: The County Commission or Public Health Trust may determine it is in its best interest to waive any competitive bidding or selection requirement and set-aside a prime County construction contract for CSBEs when determined, prior to bid advertisement, that there are at least three (3) CSBEs available in the Standard Industrial Classification (SIC) category, as well as in the Contracting Participation Level that the contract is classified in (based on the estimated project construction cost). Contracts with estimated project construction cost less than or equal to \$3,000,000 may be set-aside for competition by CSBEs. Such contracts will be placed into one of three (3) Contracting Participation Levels based on the estimated project construction cost, and will be classified by Standard Industrial Classification (SIC) code. The three (3) contracting participation levels are:

1. Level I..... ..\$0-\$500,000

2. Level II.. ..\$500,001-\$1,000,000

3. Level III . \$1,000,001-\$3,000,000

CSBEs will also be categorized by Contracting Participation Level, which will be determined by the Department of Business Development (based, in part, on the CSBE's prequalification package).

CSBEs prequalified in one bonding capacity (e.g. those in bonding capacity Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a \$300,000 project which falls into Level I).

Transferring to a non-CSBE through subcontracting or otherwise all or part of the actual work of a set-aside contract is prohibited unless such transfer receives prior approval from the Department of Business Development as consistent with normal industry practice.

A CSBE may compete for any set-aside prime construction contract in the SIC code which the CSBE is certified.

b. Selection factor: A contractor responding to an RFP or RFQ for a prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive of up to ten percent (10%) of the total evaluation points for participation in the Worker Training Program or the Mentor-Protegé Program. The County Manager shall establish a sliding scale which provides the extent of preference given a contractor hereunder. In no event shall the cumulative effect of the selection factor hereunder, exceed 10% of the total evaluation points on any one RFP or RFQ.

Any committee formed to evaluate a response to an RFP or RFQ with a CSBE selection factor shall include a voting representative from the Department of Business Development.

c. Bid preference: A contractor bidding on a competitively bid prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive equal to two percent (2%) of such contractor's bid price (for bid evaluation purposes only) for participation in the Worker Training Program or the Mentor-Protegé Program. In no event shall the cumulative effect of the bid preference hereunder, exceed 2% of such contractor's bid price.

d. Trade Set-Aside: The County Commission or Public Health Trust may authorize a Trade Set-Aside as outlined in this ordinance.

e. Subcontractor goals: The County Commission or Public Health Trust may establish subcontractor goals as outlined in this ordinance.

#### 8. Advisory Board:

There is hereby created a Dade County Advisory Board for the CSBE Program. Board members shall be appointed by the Board of County Commissioners and shall consist of one each of the following:

1. one member from the list of recommended appointees submitted by the Allied Minority Contractor's Association, Inc.;
2. one member from the list of recommended appointees submitted by the South Florida Chapter of the Associated General Contractors of America;

3. one member from the list of recommended appointees submitted by the Association of Women Architects and Engineers;
4. one member from the list of recommended appointees submitted by the Black Business Association;
5. one member from the list of recommended appointees submitted by the Construction Association of Florida, Inc.;
6. one member from the list of recommended appointees submitted by the Engineering Contractor's Association of South Florida, Inc.;
7. one member from the list of recommended appointees submitted by the Latin Builders' Association;
8. one member from the list of recommended appointees submitted by the Air Conditioning and Refrigeration Association, Inc.;
9. one member from the list of recommended appointees submitted by the Underground Contractors' Association of South Florida, Inc.;
10. one member from the list of recommended appointees submitted by the Association of Black Architects and Engineers;
11. one member from the list of recommended appointees submitted by the Contractor's Resource Center;
12. one member from the list of recommended appointees submitted by the UPPAC;
13. a representative of the local bonding industry;
14. a representative of the local banking and financial industry; and
15. a certified CSBE.

The terms of each member shall be two (2) years. Members shall serve without compensation.

The Advisory Board is created for the purpose of providing general program oversight and assisting the Department of Business Development in tracking and monitoring the results and effectiveness of the CSBE Program. The Advisory Board shall not assume the Department of Business Development's administrative or other responsibilities. The Advisory Board may serve as liaison between Program participants and the local business community, recommend additional Program Incentives, participate in the recruitment of prospective participant's for the CSBE program, and review and report on the Program's progress. Within one (1) year after inception of the CSBE program, the Advisory Board shall recommend to the County Commission the maximum length of time a CSBE may participate in the program.

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

8. Graduation: Upon recertification review, any CSBE that exceeds the size limits, based on the firm's three year average annual gross revenues, established by this ordinance shall be immediately graduated from the CSBE program. These firms shall be allowed to complete any currently awarded contract. However, the graduated firm will not be eligible to receive any new contracts under the CSBE program.

(4) Certification Requirements:

The County Manager shall implement eligibility criteria and procedures for entities to be certified as CSBEs based on regulations outlined in this Ordinance. Firms exceeding size limits established hereunder and under Appendix A of this Ordinance are not eligible for contract measures or participation in these programs.

1. The Department of Business Development shall maintain and publish at least every other week an updated list of CSBEs, identifying each listed CSBE based on the SIC category and the Specialty Trade the CSBE is certified in, and noting what Contracting Participation Level the firm is classified in.

2. The Department of Business Development shall not certify an applicant, shall not recertify a CSBE, and shall decertify a CSBE that fails to comply with the criteria or procedures for obtaining or maintaining certification. The Department of Business Development shall have authority to suspend the certification of a CSBE during any appeal of a decertification decision.

3. Applicants and certified CSBEs must be properly licensed to conduct business in Dade County, must perform a commercially useful function with an actual place of business in Dade County, and must continue to perform a commercially useful function in Dade County to be eligible for certification or to remain certified.

4. The qualifier of the certified CSBE firm must own at least ten (10) percent of the certified firm's issued stock.

5. Certification shall be renewed annually, and must be in effect at the time of bid submittal. For successful bidders, certification must be maintained from the time of bid submittal throughout the duration of the contract. With the exception of provisions previously described for graduation from the CSBE program, loss of CSBE certification may lead to removal of the firm from continued participation in the CSBE program. CSBEs experiencing changes in ownership shall notify the County Manager within thirty (30) days of the effective date of such changes.

6. A business owner, alone or as a member of a group, shall own or control only one CSBE at a time. A business owner, alone or as a member of a group, and any CSBE may not hold more than a ten (10) percent equity ownership in any other CSBE.

7. Applicants for CSBE certification shall, as part of their application, disclose the information specified in subsections (d)(1) and (2) of Section 2-8.1 of this Code.

8. The Department of Business Development may require applicants and CSBEs to submit information regarding their business operations, including but not limited to a breakdown of the applicant's or CSBE's ownership, and/or workforce as to race, national origin, gender, and gross annual sales.

(5) Sanctions for contractual violations: Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with this ordinance or its implementing administrative orders may result in the imposition of one or more of the

following sanctions:

- i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- ii. Work stoppage;
- iii. Termination, suspension, or cancellation of the contract in whole or part;
- iv. In the event a bidder or CSBE attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Dade County Code, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the first tier subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Manager or his designee may impose any of the above-stated sanctions on any other contracts or first tier subcontracts the bidder or CSBE has on County projects. In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs.

Some of the contractual violations that may result in the imposition of the sanctions listed in Section 1 (5) above include, but are not limited to, the following:

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
2. A prime contractor not meeting CSBE Program trade set-aside or subcontractor goal requirement;
3. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms;
4. Failure to submit monthly utilization reports;
5. Failure to comply with CSBE certification requirements, including not maintaining a place of business in Dade County, not reporting organizational and operational changes, providing inaccurate or false information, and other certification related violations;
6. Failure to maintain certification;
7. Deviation from the Schedule of Participation without prior approval from DBD;
8. Termination of the CSBE's contract without prior approval from DBD;
9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from DBD;
10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from DBD;
11. Unjustified failure to enter into a written first tier subcontract with a CSBE after listing the firm on a Schedule of Participation.

(6) Administrative penalties. For violation of or non-compliance with this ordinance or its implementing administrative orders, bid, and competitive selection documents, the County Manager or his designee may impose the loss of eligibility to be certified as a CSBE for a specified period of time,

not to exceed three (3) years, for an applicant or a CSBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.

(7) County responsibilities. The Department of Business Development (or other County department designated by the County Manager) shall:

1. Administer, or provide oversight for, the CSBE program and incentives outlined in this ordinance;
2. Provide staff assistance to the Review Committee and the Advisory Board;
3. Compile and maintain the data necessary to make the appropriate determinations as to the certification and decertification of CSBEs, and to make recommendations for the application of contract measures to a given contract;
4. Ensure that an integrated system exists for information gathering, reporting, and statistical analysis including (but not limited to) interfacing with other County financial systems such as FAMIS, Seaport, Aviation, HUD and WASAD to obtain actual amount of work orders authorized to firms versus the project award amount (for prime contractors as well as for subcontractors), and interfacing with the GSA mainframe system to access data on vendors and awards;
5. Monitor all contracts for which program measures have been applied in terms of contractor and subcontractor compliance with the provisions of this ordinance;
6. Provide assistance in technical and financial matters including:
  - a. assistance in increasing the ability of CSBEs to compete effectively on contracts;
  - b. conduct of seminars on contract management; and
  - c. assistance in identifying and solving problems on projects.
7. Review and investigate reports of non-compliance, and make the appropriate recommendations to the County Manager as to penalties to be invoked; and
8. Prepare an annual report for the Board of County Commissioners on the results of the CSBE Program.
9. Prepare quarterly reports for the Advisory Board on the results of the CSBE Program.
10. DBD shall assign a CSBE coordinator to each county department issuing capital construction contracts whose responsibility shall be to seek out contracting opportunities for CSBEs and serve as liaison between DBD and the department.

Section 2. Sections 2-8.1, 2-8.5 and 10-38 of the Code of Metropolitan Dade County, Florida are hereby amended as follows: 1

Section 2-8.1. Contracts and purchases generally.

(a) Scope. This section shall apply to all contracts for public improvements and purchases of all supplies, materials and services other than professional services.

(b) Bid requirements for certain purchases; delegation of authority to advertise, award and reject bids for certain purchases. Formal sealed bids shall be secured for all contracts and purchases within the

scope of this section when the transaction involves the expenditure of one hundred thousand dollars (\$100,000) or more, except that the Board of County Commissioners, upon written recommendation of the County Manager, may, by resolution adopted by two-thirds vote of the members present, waive competitive bidding when it finds this to be in the best interest of the County. The County Manager is hereby delegated the authority to advertise for bid, award and reject bids or proposals for contracts and purchases when the transaction involves the expenditure of five hundred thousand dollars (\$500,000) or less without the need for action by the County Commission. >>The County Manager is delegated the authority to utilize any of the following processes for selection of a contractor to perform contracts for public improvements involving the expenditure of five hundred thousand (\$500,000) or less: competitive price bidding, request for proposals, or request for qualifications without the need for prior approval of the County Commission. The County Manager shall review all construction projects to determine whether the break-up of the project into smaller contracts will increase the opportunity for CSBEs to participate therein. For those contracts where the County Manager requests authority from the County Commission to advertise, the request for such authority shall advise the steps taken to accomplish the foregoing sentence.<< The County Manager may designate appropriate County staff to exercise the authority delegated hereunder by administrative order, approved by the Board of County Commissioners.

\* \* \*

Section 2-8.5. Procedure to provide preference to local business in county contracts for goods and services.

\* \* \*

>>(7) Exemption of certain contracts. The provisions of this section shall not apply, and no local preference shall be accorded hereunder, to prime County or Public Health Trust construction contracts whose estimated cost is \$3,000,000 or less which have been set-aside for competition solely for CSBEs (Community Small Business Enterprises) under Section 10-33.02 of this Code.<<

\* \* \*

Section 10-38. Debarment of Contractors from County Work.

\* \* \*

(h) Causes for Debarment:

>>(3) The debarment committee may debar a CSBE based upon a preponderance of evidence that the CSBE has forfeited a bond or has defaulted on financial assistance, either of which was provided under the CSBE program; or if any individual or corporation, partnership or other entity, or any individual officer, shareholder with a significant interests, director or partner of such entity, or affiliated business of such entity attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement.<<

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 4. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Metropolitan Dade County. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 5. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board and shall apply to construction contracts advertised after June 15, 1997.

Section 6. This ordinance does not contain a sunset provision.

1 Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

## **OTHER**

### **APPENDIX A**

#### **SIZE ELIGIBILITY, CONTRACTING PARTICIPATION LEVELS, AND AFFILIATION DETERMINATION**

A. General: Only small businesses that meet size limits as to average annual gross revenues for the last three years may be codified as CSBEs. Certified CSBEs will be further categorized by contracting participation levels in accordance with levels of bonding capacity determined during a prequalification process. Size determinations for certification eligibility and contracting participation levels shall take into account the combined gross revenues and bonding capacities of the applicant business concern and all of its domestic and foreign affiliates. All affiliates of the applicant firm, regardless of whether organized for profit, shall be included.

B. Affiliation: Business concerns are considered affiliates of each other when either directly or indirectly:

- i. One concern controls or has the power to control the other, or
- ii. A third party or parties controls or has the power to control both, or
- iii. An identity of interest between or among parties exists such that affiliation may be found.

1. In determining whether affiliation exists, consideration shall be given to all appropriate factors, including common ownership, common management, and contractual relationships. Variations of these factors are examined more closely below: a. Nature of control in determining affiliation.

(1) Every business concern 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.

(3) Control can arise through management positions where a concern's vote stock is so widely distributed that no effective control can be established.

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 concern. In determining who controls or has the power to control a concern, persons with an identity of interest may be treated as though they were one person.

c. Affiliation through stock ownership.

(1) A person is presumed to control or have the power to control a concern if he or she owns or controls or has the power to control fifty (50) percent or more of its voting stock.

(2) A person is presumed to control or have the power to control a concern even though he or she owns, controls or has the power to control less than fifty (50) percent of the concern's voting stock, if



the block of stock he or she owns, controls or has the power to control is large as compared with any other outstanding block of stock.

(3) If two or more persons each owns, controls or has the power to control less than fifty (50) percent of the voting stock of a concern; such minority holdings are equal or approximately equal in size; and the aggregate of these minority holdings is large as compared with any other stock holding, the presumption arises that each such person individually controls or has the power to control the concern; however, such presumption may be rebutted by a showing that such control or power to control, in fact, does not exist.

d. Affiliation arising under stock options, convertible debentures, and agreements to merge. Stock options, convertible debentures, and agreements to merge (including agreements in principle) are generally considered to have a present effect on the power to control the concern. Therefore, in making a size determination, such options, debentures, and agreements are generally treated as though the rights held thereunder had been exercised. However, an affiliate cannot use such options and debentures to appear to terminate its control over another concern before it actually does so.

e. Affiliation under voting trusts.

(1) If the primary purpose of a voting trust, or similar agreement, is to separate voting power from beneficial ownership of voting stock for the purpose of shifting control of or the power to control a concern in order that such concern or another concern may qualify as a small business within the size regulations, such voting trust shall not be considered valid for this purpose regardless of whether it is or is not recognized within the appropriate jurisdiction. However, if a voting trust is primarily entered into for a legitimate purpose other than that described above, and it is recognized within the appropriate jurisdiction, it may be considered valid for the purpose of a size determination.

(2) Agreements to divest (including agreements in principle) are not considered to have a present effect on the power to control the concern.

f. 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 concern.

g. Affiliation through common facilities. Affiliation generally arises where one concern shares office space and/or employees and/or other facilities with another concern, particularly where such concerns are in the same or related industry or field of operations, or where such concerns were formerly affiliated.

h. Affiliation with a newly organized concern. Affiliation generally arises where former officers, directors, principal stockholders, and/or key employees of one concern organize a new concern 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 concern is furnishing or will furnish the other concern with subcontracts, financial or technical assistance, bid or performance bond indemnification, and/or other facilities, whether for a fee or otherwise.

i. Affiliation through contractual relationships. Affiliation generally arises where one concern is dependent upon another concern for contracts and business to such a degree that its economic viability would be in jeopardy without such contracts/business.

j. Affiliation under joint venture arrangements.

(1) A joint venture for size determination purposes is an association of concerns and/or individuals, with interests in any degree or proportion, formed by contract, express or implied, to engage in and carry out a single, specific business venture for joint profit for which purpose they combine their efforts, property, money, skill and knowledge, but not on a continuing or permanent basis for conducting business generally. The determination whether an entity is a joint venture is based upon the facts of the business operation, regardless of how the business operation may be designated by the parties involved. An agreement to share profits/losses proportionate to each party's contribution to the business operation is a significant factor in determining whether the business operation is a joint venture.

(2) For the purpose of financial assistance to a joint venture, the parties thereto are considered to be

affiliated with each other. Where the financial assistance, however, is to a concern for its own use, outside the joint venture, an affiliation determination shall not automatically arise from the existence of the joint venture arrangement. In this latter situation, the existence of affiliation shall be determined under these regulations.

(3) Concerns bidding on a particular construction contract as joint ventures are affiliated with each other with regard to performance of the contract. This determination of affiliation does not extend to other contracts or business outside the joint venture arrangement.

(4) An ostensible subcontractor which performs or is to perform primary or vital requirements of a contract may have such a controlling role that it must be considered a joint venture affiliated on the contract with the prime contractor. In determining whether subcontracting arises to the level of affiliation as a joint venture, DBD considers whether the prime contractor has unusual reliance on the subcontractor.

(5) Even though a concern might not be an affiliate of its joint ventures for the purpose of operations apart from the joint venture, it nevertheless must include its proportionate share of the joint venture receipts or employees in determining its eligibility under the size standards.

k. Affiliation under franchise and license agreements. In determining whether the franchiser controls or has the power to control and, therefore, is affiliated with the franchisee, the restraints, relating to standardized quality, advertising, accounting format and other provisions, imposed on a franchisee by its franchise agreement shall generally not be considered, provided that the franchise has the right to profit from its efforts and bears the risk of loss commensurate with ownership. Alternatively, even though a franchisee may not be controlled by the franchiser by virtue of such provisions in the franchise agreement, control and, thus, affiliation could arise through other means, such as common ownership, common management or excessive restrictions upon the sale of the franchise interest.

#### 1. C. Gross Annual Revenues.

a. In size determinations, size eligibility requires that the concern may not exceed the three year average gross annual revenues in the applicable standard.

b. Definitions. For the purpose of determining annual gross revenues of a concern:

(1) Accrual basis means a method of accounting in which accounts and notes receivable are recorded in the regular books of account for the period in which the firm first has a claim of right to them

(2) Claim of right has the meaning attributed to it by the U.S. Internal Revenue Service (IRS).

(3) Gross Revenues is defined to include all revenue in whatever form received or accrued from whatever source, including from the sales of products or services, interest, dividends, rents, royalties, fees, or commissions, reduced by returns and allowances. However, the term revenues excludes proceeds from sales of capital assets and investments, proceeds from transactions between a concern and its domestic and foreign affiliates, amounts collected for another by a travel agent or real estate agent, and taxes collected for remittance to a taxing authority.

(4) Regular books of account means the general ledger or other book of final entry and, if used, the journals or other books of original entry.

(5) Completed fiscal year means a taxable year including any short period. Taxable year and short period have the meaning attributed to them by the IRS.

(6) Unless otherwise defined in this section, all terms shall have the meaning attributed to them by the IRS.

#### c. Period of measurement.

(1) Annual gross revenues of a concern which has been in business for three (3) or more completed fiscal years means the arithmetic annual average revenue of the concern over its last three (3) completed fiscal years (total revenue compiled over the entire three (3) year period would be divided by three).

(2) Annual gross revenues of a concern which has been in business for less than three (3) fiscal years means the arithmetic annual average revenue over the time period the concern has been in business (total revenues compiled over the period the concern has been in business, divided by the number of weeks, including fractions of a week, the concern has been in business, multiplied by 52).

(3) Annual gross revenues of a concern which has been in business three or more years but has a short year in the last three years will be the arithmetic annual average revenue over the two full years and the short year. See paragraph 3.c.5. of this section. The short period may appear at the beginning, middle or end of the three year calculation period.

d. Method of determining annual gross revenues.

(1) Revenue may be taken from the regular books of account of the concern. If the concern so elects, or has not kept regular books of account, or the IRS has found such records to be inadequate and has reconstructed income of the concern, then revenues shown on the federal income tax return of the concern may be used in determining annual gross revenues. Subject to the exception in paragraph 3.c.4. of this section, revenue shown on the regular books of account or the Federal Income tax return on a basis other than accrual must be restated to show revenue on an accrual basis for all fiscal years.

(2) Where the Federal Income tax return of a concern, restated if necessary pursuant to paragraph (d)(1) of this section to reflect the percentage of completion method, shows its annual gross revenues to be less than seventy-five (75) percent of the applicable size standard, the concern need not restate its revenue to an accrual basis prior to determining annual revenues.

(3) Where a short period is included in the concern's most recent three (3) years, annual gross revenues are calculated by dividing the sum of the revenues of the short year and the receipts of the two (2) full fiscal years by the sum of the number of weeks in the short fiscal year and the number of weeks in the two full fiscal years, and multiplying that figure (the weekly average revenues) by fifty-two (52).

e. Annual gross revenues of affiliates.

(1) If a concern has acquired an affiliate or been acquired as an affiliate during the applicable averaging period or before certification, the annual gross revenues in determining size status include the revenues of both the applicant and the affiliate. Furthermore, this aggregation of the revenues of both the applicant and its affiliates applies for the entire applicable averaging period used in computing size (usually the preceding three (3) complete fiscal years) rather than only for the period after the affiliation arose.

(2) The annual gross revenues of a concern which had been an affiliate of the applicant during part of the period used in determining size (usually the preceding three complete fiscal years), but was not an affiliate at the time of certification, are not included within the computation of annual gross revenues in making size determinations. This exclusion of annual gross revenues of a former affiliate applies during the entire period used in computing size, rather than only for the period after which the affiliation ceased.

1 Words stricken through and/or  shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

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## **Sec. 10-33.02. - Small Business Enterprise Construction Services Program.**

(1) Title. This section shall be referred to as the Miami-Dade County Small Business Enterprise Construction Services ("CSBE") Program.

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

Advisory board means the Community Small Business Enterprise Board created for the purpose of reviewing program activities and results, and for making recommendations to the Department of Small Business Development (SBD) and the Board of County Commissioners (BCC) on matters pertaining to the program.

Aggregate Set-Aside means an aggregated value of small construction contracts, no one contract of which exceeds five million dollars, which are to be bid during a fixed period of time on a contract-by-contract basis with bidding therefor reserved solely among qualified CSBEs classified in the applicable Contracting Participation Level and SIC or NAICS Code for the contract.

Available or availability means to have, prior to bid submission, the ability to provide construction services under a prime contract that is being considered for a set-aside or under a first or second, third, or fourth tier subcontract on a contract being considered for a first or lower tier subcontractor goal by having:

1. Reasonably estimated, uncommitted capacity and expertise;
2. All licenses, permits, registrations and certifications;
3. The ability to obtain bonding that is reasonably required to perform the contract or subcontract consistent with normal industry practice; and
4. The ability to otherwise meet bid specifications.

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, letters of interest or offer to perform the contract.

Bid preference means an amount deducted (for evaluation purposes only) from the total bid price in order to calculate the bid price to be used to evaluate the bid on a competitively bid prime county construction contract, which is not set-aside for bidding solely by CSBEs.

Bidder means any person, partnership, corporation or other business entity that submits a bid.

Bonding assistance may include providing assistance in preparing and completing bond packages as well as providing ending to be used for bonding purposes.

Business day means a regular week day (Monday through Friday) normally starting at 8:00 a.m. and finishing at 5:00 p.m., excluding Saturdays and Sundays and excluding all legal holidays recognized by the Federal, State or Miami-Dade County governments.

Calendar day means a twenty-four (24) hour period covering all days of the week (Monday through Sunday including all holidays), starting at 12:00 a.m. and finishing at 11:59 p.m.

Commercially useful function means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

1. The evaluation of the amount of work subcontracted;
2. Normal industry practices;
3. The skills, qualifications, or expertise of the enterprise to perform the work;
4. Whether the business' own personnel perform, manage, and/or supervise the work involved; and
5. Other relevant factors.

Commitment letter means a letter signed by an officer or other authorized representative of a bidder or proposer for a County construction contract containing a second, third or fourth tier subcontractor goal which specifically commits the bidder or proposer to meet such subcontractor goal.

Construction means the building, renovating, retrofitting, rehabing, restoration, painting, altering or repairing of a public improvement.

Construction Manager-at-Risk ("CM-at-Risk") replaces the general contractor and works for a fee with the County and the Architect through the design phase to contain the budget and schedule. The CM-at-Risk may provide a guaranteed maximum price ("GMP"), and bids the work out to local trade contractors. The CM-at-Risk mobilizes to the site and manages the trade contractors for quality and schedule.

Construction Services means construction, maintenance, painting, alteration, installation, or repair of a public improvement or any performance of work offered for public consumption that does not consist primarily of goods.

Contract means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for construction.

Contracting participation level refers to the level in which a CSBE firm is classified based on the average gross revenues of the firm over a three-year period. In addition, construction contracts of ten million dollars (\$10,000,000.00) or less (which may be reserved for limited competition amongst CSBEs) will be classified into one (1) of the three (3) contracting participation levels based on estimated project cost. The three (3) contracting participation levels are:

1. Level I—Three-year average gross revenues of \$0—\$2,000,000.00.
2. Level II—Three-year average gross revenues above \$2,000,000.00 but not exceeding \$5,000,000.00.
3. Level III—Three-year average gross revenues above \$5,000,000.00 but not exceeding \$10,000,000.00.

Notwithstanding any other provision of this Section 10-33.02, Level II and Level III CSBEs certified in SIC Code 17 - Specialty Trade Contractors, may bid on a specialty trade contract set aside for CSBEs whose estimated cost is above \$50,000 and may participate in any specialty trade portion of the work of a contract subject to a CSBE subcontractor goal where the cost of the specialty trade portion of the contract work is above \$50,000.

Prime contracts with estimated project construction cost in excess of ten million dollars (\$10,000,000.00) shall be "open market" contracts which all firms can bid on.

CSBEs prequalified in one (1) contracting participation level may not bid on a set-aside contract whose estimated cost falls within a lower contracting participation level (e.g., a CSBE classified in Level III may not bid on set-aside contracts whose estimated cost falls within Level II or I). CSBEs can bid on set-aside contracts whose estimated cost exceeds the limits of the contracting participation level in which they are classified (e.g., a Level I CSBE can bid on set-aside contracts whose estimated cost falls within Level II or III).

CSBE objective means the objective of assuring that not less than ten (10) percent of the County's total annual expenditures for construction are expended with CSBEs. The foregoing CSBE objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the Advisory Board. Forty (40) percent of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within Standard Industrial Classification (SIC) code 15; forty (40) percent of the foregoing objective may be accomplished through set-aside of smaller prime contracts and use of subcontractor goals on larger prime contracts falling within SIC 16; and twenty (20) percent of the foregoing objective may be accomplished in prime contracts falling within SIC 17. The percentage of the overall CSBE objective allocated to each SIC category may be adjusted by resolution of the Board of County Commissioners in direct correlation to CSBE availability.

Draw means a request for payment submitted by the prime contractor to the County or County's designee. A scheduled draw occurs, according to the contract's payment schedule, when the prime contractor is allowed to submit its request for payment. The date(s) of a scheduled draw may be stated with specificity in the contract in the form of a payment schedule or may be stated as a reoccurring event taking place, for example, on the 30th of each month.

Graduation means the CSBE has exceeded either the personal net worth, or the specific size limits stated for the program, based on the firm's three-year average annual gross revenues, and will no longer be eligible for participation in the program.

Guaranteed maximum price ("GMP") is the cost of the project that the CM-at-Risk guaranteed will not be exceeded.

Joint venture means an association of two (2) or more CSBEs. Joint ventures shall be subject to the size limitations set forth in this section; such size limitations include affiliates as set forth in Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52].

Management and Technical Assistance (MTA) means a program designed to provide direct and indirect assistance for small business enterprise development. Specific details of the program are shown in Attachment 3 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].

Mentor-Protege 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. A copy of the Miami-Dade County Mentor-Protege Program is provided as Attachment 1 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].

Miscellaneous Construction Contracts are open contracts designed to consolidate an indeterminate number of individual small construction, repair, installation, or alteration activities which may be needed over a fixed period of time, or open contracts that are work order based where no specific item quantities have been determined prior to bid (unit price contracts).

Prequalification is defined as provided elsewhere in this ordinance.

Primary Trade Contractor means those contractors who directly contract with the CM-at-Risk. This definition only applies to contracts for a construction manager-at-risk.

Program incentive is an incentive that a firm can choose to use in a bid or proposal based on the firm's participation in certain programs. The incentive consists of either a bid preference or selection factor that will be used in evaluating the firm's bid on a specific project. The program incentives available are as follows:

1. For participation in the Mentor-Protege Program—Two (2) percent of bid price or up to ten (10) percent of the total evaluation points;
2. For participation in the Worker Training Program—Two (2) percent of the bid price or up to ten (10) percent of the total evaluation points.

Qualifier means the individual who has qualified a contractor for its current, valid certificate of competency or eligibility as required by Subsection (a) of Section 10-3 of this Code.

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 public input requires deliberation regarding the measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed.

SBD means the Miami-Dade County Department of Small Business Development, or successor agency.

Selection factor means a percentage of total evaluation points added to the points scored by a proposer responding to an RFP or RFQ for a prime County construction contract which is not set-aside for competition solely amongst CSBEs.

Set-aside means reservation for competition solely among CSBEs of a given prime County contract whose estimated cost is ten million dollars (\$10,000,000.00) or less.

SIC (Standard Industrial Classification) or the equivalent North American Industry Classification System (NAICS) code is a code that was developed by the Federal Office of Management and Budget for use in the classification of establishments by type of activity in which they are engaged.

Small Business Enterprise for Construction Services (CSBE) means a construction related enterprise, including a design-build firm, and any firm providing trades and/or services for the completion of a construction project, as defined in Chapter 10 of the Code of Miami-Dade County, which has an actual place of business in Miami-Dade County and whose average annual gross revenues for the last three (3) years do not exceed: ten million dollars (\$10,000,000.00) for SIC 15 - Building Construction, General Contractors and Operative Builders; six million dollars (\$6,000,000.00) for SIC 16 - Heavy Construction, other than Building Construction; or five million dollars (\$5,000,000.00) for SIC 17 - Specialty Trade Contractors. CSBEs shall be categorized by the type of construction they perform in accordance with the two-digit Standard Industrial Classification (SIC) code, or the six-digit North American Industry Classification System (NAICS), of the Census applicable to such type of construction. A CSBE will graduate out of the program upon notification by SBD that it has exceeded these size limits based on its three-year average annual gross revenues. A certified CSBE that graduates out of the program shall continue to submit financial information as to cumulative gross revenue and bonding capacity to SBD annually for 3 years thereafter in order to further the County's ability to assess the effectiveness of the program.

The County Mayor or designee shall be authorized to adjust the CSBE-size limits every five (5) years at his/her discretion based on the local 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.

CSBEs must be certified by SIC or NAICS code, and classified into one (1) of the three (3) contracting participation levels. The lack of bonding capacity shall not preclude an applicant from being certified as a CSBE. As part of the certification process, CSBEs must go through a prequalification process which will be used to determine which of the three (3) contracting participation levels the CSBE will be placed in based on the firm's three (3) year average gross revenues. The contracting participation levels are as follows:

1. Level I—Three-year average gross revenues of \$0.00—\$2,000,000.00;
2. Level II—Three-year average gross revenues above \$2,000,000.00 but not exceeding \$5,000,000.00; or
3. Level III—Three-year average gross revenues above \$5,000,000.00 but not exceeding \$10,000,000.00.

A firm's eligibility to participate in the CSBE program and the contracting participation level at which it will participate shall be determined based on the three-year average gross revenues of the applicant firm in combination with that of all of the firm's affiliates as provided in Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52]. No firm shall be certified as a CSBE where the individual net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000.00). Representations as to average gross revenues, personal net worth of owners and payroll shall be subject to audit.

Notwithstanding any other provision of this Section 10-33.02, Level II and Level III CSBEs certified in SIC Code 17 - Specialty Trade Contractors, may bid on a specialty trade contract set aside for CSBEs whose estimated cost is above \$50,000.00 and may participate in any specialty trade portion of the work of a contract subject to a CSBE subcontractor goal where the cost of the specialty trade portion of the contract work is above \$50,000.00.

Subcontractor goal means a proportion of a prime contract value stated as a percentage to be subcontracted to CSBEs to perform a commercially useful function. A first tier subcontract goal may be imposed where there is CSBE availability at such tier level. A second, third and fourth tier subcontract goal

may be imposed on those contracts whose estimated cost exceeds twenty-five million dollars (\$25,000,000.00) where there is CSBE availability at such lower tier levels.

Trade set-aside means that an entire specialty trade component(s) of a County miscellaneous construction contract is reserved for first tier subcontracting amongst certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract is reserved for limited competition amongst certified CSBEs). All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor.

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.

Worker Training Program is a qualified training program or technical school or other such construction industry related training program, as approved by the advisory board.

(3) Program components:

A. Application. Except where federal or state laws or regulations mandate to the contrary, the provisions of this ordinance shall require review of all construction contracts funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land to determine the appropriateness of applying contract measures as set forth in this section. The County Manager shall prepare administrative orders, bid, and contract documents implementing the Bonding and Financial Assistance Program, the Management and Technical Assistance Programs, the Mentor-Protege Program and other related programs addressed in this section. All leases and contracts for privately funded construction on County-owned land for which measures are determined to be appropriate under this section shall contain specific provisions to implement the intent of the CSBE program in a manner consistent with its application to County construction contracts. This section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is two hundred thousand dollars (\$200,000.00) or less. The words "County Manager" in this section shall mean the County Manager or his or her designee.

B. Miami-Dade County Small Business Enterprise Construction Services Program. 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. Prompt payment.

a. The County Mayor or designee and the President of the Public Health Trust shall establish administrative procedures requiring that billings from contractors under prime construction contracts with Miami-Dade County or the Public Health Trust that are a CSBE contract set-aside or which contain a trade set-aside or subcontractor goal, shall be promptly reviewed and payment made to the prime contractor by the County or Trust on those amounts not in dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust.

The County and Trust shall notify the prime contractor, and the Department of Small Business Development (SBD), in writing, of those billings submitted by the prime which are in dispute, and the reasons why they are in dispute, within fourteen (14) calendar days of receipt of such billing by the County or Trust. This provision is applicable regardless of whether the disputed billing pertains to the work performed and/or billing of CSBE subcontractors. Reference is hereby made to Section 2-8.1.4(6) of the Code, which sets forth the procedures for improper invoices and resolution of disputes.

b. A prime contractor shall include in its billing to the County or Trust copies of those billings from CSBE subcontractors utilized to meet the subcontractor goal applicable to the contract which the contractor approves and whose cost is included in the payment requested from the County or Trust. A prime contract which contains a second, third or fourth tier subcontractor goal shall require all subcontractors in direct privity with a



second or lower tier CSBE subcontractor, and all successive subcontractors on up to and including the first tier subcontractor level, to include portions of any lower tier CSBE subcontractor's billings which are approved by such subcontractors and are included in any payment amount they request.

Undisputed portions of billings from CSBEs that are submitted to the prime at least five (5) days or more before the date of the prime's next scheduled draw, must be submitted by the prime to the County in the prime's next scheduled draw, according to the contract's payment schedule. For example: if the County's billing cycle on the specific contract allows the prime to submit its draw on the 30th of each month, a CSBE that submits its billing to the prime on or before the 25th of the month shall have its billing included in the prime's next scheduled draw submitted to the County on the 30th.

Undisputed portions of billings from CSBEs that are submitted to the prime less than five (5) days before the prime's next scheduled draw, may be submitted in the next draw; however, said billings shall be submitted no later than in the prime's next subsequent scheduled draw. For example, if the County's billing cycle on the specific contract allows the prime to submit its draw on the 30th of each month, a CSBE that submits its billing to the prime after the 25th of the month but before the 30th of the month shall, at the latest, have its billing included in the prime's subsequent scheduled draw submitted to the County on the 30th of the following month.

Failure by the prime to include the CSBE's billing(s) in its next scheduled draw or subsequent scheduled draw to the County as outlined above, and absent notification of disputes, as set forth in subsection (3)(A)(1) herein, shall result in the prime making full payment directly to the CSBE for the full amount of the submitted billing(s). Full payment to the CSBE subcontractor for the particular billing(s) shall be made within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE to the prime, whichever is less, regardless of whether the prime has received its payment from the County.

- c. If for any reason, the prime contractor chooses not to submit any billings to the County on its next or subsequent scheduled draw, the prime contractor shall make full payment to the CSBE subcontractor(s) for billings submitted by the CSBE subcontractor(s) in accordance with the subsection above. Full payment to the CSBE subcontractor(s) for the particular billing(s) shall be made by the prime contractor within the same number of days that the County has mandated as the billing cycle for said contract in operation, or within forty (40) calendar days of submittal of such billing(s) by the CSBE subcontractor(s) to the prime contractor, whichever is less, regardless of whether the prime has received its payment from the County.
- d. Prime construction contracts to which a CSBE trade set-aside or subcontractor goal has been applied shall require that billings from CSBEs at whatever subcontractor tier level for which the contract measure has been applied, shall be promptly reviewed and payment made to such CSBEs on those amounts not in dispute within two (2) business days of receipt of payment therefor. The foregoing obligation to promptly review and pay CSBE billings shall apply to prime contractors and subcontractors who are in direct privity with the CSBE and to each successive subcontractor on up the line to the level of prime contractor. The two (2) day payment provision shall equally apply to retainage payments received by prime contractors from the County, and subsequently passed on to subcontractors.
- e. The prime contractor agrees to the contract requirements of Miami-Dade County, Florida Code, Section 10-35, Release of Claim by Subcontractors Required. The requirements found in Section 10-35 are hereby fully incorporated into this CSBE Prompt Payment Subsection and non-compliance, by failing to pay subcontractors and

failing to provide the requisite subcontractor affidavit and/or consent of surety to requisition payment, shall be enforceable through this Subsection.

- f. The prime contractor on a prime construction contract to which a CSBE trade set-aside or a first tier subcontractor goal has been applied shall inform the Department of Small Business Development, the Contracting Officer, and the first tier CSBE subcontractor, in writing, of those amounts billed by the CSBE which are in dispute, and the specific reasons why they are in dispute, within five (5) calendar days of submittal of such billing by the first tier CSBE subcontractor to the prime contractor. Prime contracts to which a second or lower tier subcontractor goal has been applied shall provide that subcontractors in direct privity with any CSBE utilized to meet such lower tier subcontractor goal, shall inform the affected CSBE in writing, with copies to the prime contractor and the Department of Small Business Development, of those amounts of such CSBE's billings that are disputed and the specific reasons therefor within five (5) calendar days of submittal of such billing from the CSBE.

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

- g. None of the provisions of Section (3)(B)1 requiring the prime contractor to make full payment on any billing by a subcontractor due to failure to comply with this section shall be construed as also requiring the County to make a similar full payment of that billing to the prime contractor. The County shall not be precluded from disputing billings submitted by prime contractors in accordance with the notice requirements of subsection (3)(B)1a as stated herein.
- h. Failure of the prime contractor to comply with any of the requirements found in Section 10-33.02 (3)(B)1 et seq. shall result in the imposition of one (1) or more of the following sanctions:
  - 1. The suspension of any payment or part thereof until such time as the issues concerning compliance have been resolved;
  - 2. Work stoppage;
  - 3. Termination, suspension, or cancellation of the contract in whole or part;
  - 4. The contractor may also be subject to debarment.
- i. The County Manager, or his or her designee, shall establish administrative procedures to apply similar provisions, as found in this subsection, (3)(B)1, to CSBEs that are being used to meet 2nd, 3rd and/or 4th tier CSBE measures on County contracts.
- j. In addition to any sanction available pursuant to Subsection (3)(B)1.h. above, construction contracts to which a CSBE trade set-aside or subcontractor goal at any subcontractor tier level has been applied shall provide that failure of the prime contractor or any subcontractor in direct privity to the CSBE to make prompt payment as provided in Section 10-33.02(3)(B)1. et seq., shall result in the imposition of a penalty of \$75.00 per day for each day payment to a CSBE subcontractor is not made within the time frames specified in these provisions. Any such penalty shall be deducted from the prime contractor's next invoice. Monies received from payment of penalties imposed hereunder shall be utilized to defray SBD's cost of administering this ordinance.

Contractual documents shall also require the prime contractor or any subcontractor in direct privity to the CSBE to make payment to the CSBE of one (1) percent interest per month on any balance not paid by the time frame specified in these provisions; unpaid balance shall bear interest from thirty (30) days after the due date at a rate of one (1) percent per month. The CSBE must invoice the prime contractor for any interest accrued in order to receive the interest payment. Any overdue period of less than one (1) month shall be considered as one (1) month in computing interest. Unpaid interest shall compound monthly. With respect to each past due payment, interest shall cease to accrue after interest on that payment has accrued for twelve (12) months. For purposes of this section, one (1) month shall constitute a period beginning on any day of one month and ending on the same day of the following month. No contract between the prime contractor and the CSBE or any subcontractor in privity thereto shall prohibit the CSBE from invoicing for late payment interest charges allowed under this section.

2. **Mentor-Protege Program:** This program is a community based effort involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The program is an effort to overcome difficulties that typically inhibit or restrict the success of small businesses and is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. It is expected that as a result of the Mentor-Protege Program, Protege 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. The program will provide a community benefit by strengthening emerging businesses and providing them with opportunities for growth, expansion and increased participation in Miami-Dade County's economic development. To be eligible for incentives under the Mentor-Protege Program, the Mentors and Protege must be registered by the Department of Small Business Development in the Mentor-Protege Program. The specific details of the proposed program are shown in Attachment 1 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].
3. **Bonding and Financial Assistance Program:** This program will provide CSBEs with assistance in obtaining bonding and/or financial assistance for construction projects. 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. The specific details of the proposed program are shown in Attachment 2 as amended.
4. **Management and Technical Assistance Program:** This program will provide direct and indirect assistance for small business development. Program management provides direction, coordinates access to services, and maintains continual communications to assure knowledge and use of available resources. Technical assistance will also be provided such as accounting services and business plan preparation, which will assist firms in developing documents needed for bonding and financial assistance as well as business and management workshops and seminars. CSBEs may have access to resources that focus on developing their management capacity and enhancing the marketability of their products. Specific details of the proposed program are shown in Attachment 3 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].
5. **Trade set-asides:** Trade set-aside means that an entire specialty trade component(s) of a County contract or a miscellaneous construction contract which the prime contractor shall subcontract at the first tier level to certified CSBEs (for example, the entire plumbing or roofing or electrical component of a specific contract). All such subcontracts shall be in writing and shall be executed by the prime contractor and the first tier CSBE subcontractor. Miscellaneous construction contract shall mean a construction contract managed by a construction manager selected on the basis of a management fee that will be added to the

cost of specialty trade work for various projects bid by the construction manager as a trade set-aside for CSBEs.

6. Subcontractor goals:

- a. In general, The County Commission or Public Health Trust may establish subcontractor goals for any specialty and/or construction related trade or service portion of the work in a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract, and of the availability of CSBEs to afford effective subcontracting competition therefor. After bid advertisement, or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission, Public Health Trust.

Where a first tier subcontractor goal has been imposed, bid documents shall require bidders to submit a Schedule Intent Affidavit, on the bid submittal due date identifying all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of work each will perform. Where a second, third and fourth tier subcontractor goal has been imposed, the bid documents shall require bidders to submit a commitment letter committing the bidder to meet such goal. Upon notification by the Department of Small Business Development, bidders may cure correctable defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after notification by SBD. Failure to submit the required Schedule of Intent Affidavit or commitment letter at the time of bid submission shall render the bid non-responsive. Failure to correct identified defects on the Schedule of Intent Affidavit, within forty-eight (48) hours shall render the bid non-responsive.

Bidders whose bids fail to meet the specified first tier subcontractor goal, in order to remain eligible for award of the contract, must submit evidence, on the bid submission due date, proving the lack of available CSBEs to afford effective competition therefor.

A successful prime bidder that is a CSBE or a joint venture may perform up to fifty (50) percent of a first tier CSBE subcontractor goal with its own forces. The remaining percentage of such first tier subcontractor goal work shall be performed by other CSBEs.

Bid documents shall provide that:

- (i) Only expenditures to CSBEs for performing a commercially useful function shall be counted toward meeting a specified subcontractor goal;
- (ii) Expenditures to CSBEs for acting essentially as a conduit to transfer funds to a non-CSBE shall not be counted toward meeting a subcontractor goal unless such conduct receives prior approval from the Department of Small Business Development as consistent with normal industry practice; and
- (iii) Expenditures to CSBEs who subcontract work further to non-CSBEs shall not be counted toward meeting a subcontractor goal unless such subcontracting receives prior approval from the Department of Small Business Development as consistent with normal industry practice.
- (iv) Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. If the prime contractor exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.

- (v) The bidder who is awarded a contract having a second, third or fourth tier subcontractor goal shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date for such lower tier subcontract. The prime contractor shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontractor goal.
- (vi) Contracts in excess of twenty-five million dollars (\$25,000,000.00) which have subcontractor goals shall require the prime contractor during the term of the contract to make a quarterly presentation to the Review Committee on his or her performance in meeting such goal.

Bid documents shall allow bidders to challenge or protest a subcontractor goal established under this section by submitting no later than ten (10) business days prior to the scheduled bid opening date the reasons for such challenge or protest in writing to the department responsible for the contract. Challenges or protests to a CSBE subcontractor goal by bidders after the time specified in the preceding sentence shall not be heard by the County Commission or Public Health Trust.

b. Application to Construction Manager-at-Risk contracts.

- (i) Construction management services portion. For Construction Manager-at-Risk contracts, the County Commission may establish, where appropriate and upon the recommendation of the Review Committee, first tier CSBE subcontractor goals applicable to the construction management portion thereof. Such goal shall not be applicable to the procurement of trade packages on the actual construction project. Bidders for CM-at-Risk contracts to which a first tier CSBE subcontractor goal has been established for construction management services under this paragraph shall submit the Schedule of Intent Affidavit and follow the procedures and timing therefor applicable to contracts in general under subpart a) above.
- (ii) Actual construction portion of the work. For CM-at-Risk contracts, subcontractor goals for the actual construction portion of the work may be established where appropriate by the County Manager or the Manager's designee for 1st, 2nd, 3rd or 4th tier subcontractors upon the recommendation of the Review Committee based on estimates made prior to advertisement of the bid package of the quality, quantity and type of subcontracting opportunities provided by the bid package and of the availability of CSBEs to afford effective subcontracting therefor.
  - (a) Overall subcontracting goal. Where an overall CSBE subcontracting goal has been established for the actual construction portion of the work, the CM-at-Risk shall submit the Schedule of Intent Affidavit to the County at the time the Final Guaranteed Maximum Price is due identifying all CSBEs utilized to meet the overall goal, and the trade designation of work and percentage of the Final Guaranteed Maximum Price each will perform.
  - (b) First tier subcontractor goal. Where a first tier CSBE subcontracting goal has been established, bidders to the CM-at-Risk for contracts as Primary Trade Contractors shall submit at the time of bid submission to the CM-at-Risk the Schedule of Intent Affidavit identifying all CSBEs to be utilized to meet such goal, the trade designation of the work and the percentage of the bid each identified CSBE will perform. Failure to submit the required Schedule of Intent Affidavit within the required time frame may render the bid non-responsive, or subject to sanctions or penalties as outlined in the contract or the Administrative Order. The use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade

Contractors shall count towards meeting the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-Risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-Risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded shall not count towards fulfillment of the first-tier subcontractor goal.

- (c) Second, third and fourth tier subcontractor goals. Where a second, third or fourth tier subcontractor goal has been established for the actual construction portion of the work under a CM-at-Risk contract, the construction manager at risk awarded the contract shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date therefor. The construction manager at risk awarded the contract shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontract goal.
- (iii) Reduction in established subcontractor goal and periodic reporting to the Commission. After bid advertisement, or other formal public notice, the established subcontractor goal on a CM-at-Risk contract for construction management services may be reduced only with the approval of the County Commission or Public Health Trust. After bid advertisement or other formal notice, the established subcontractor goal applicable to the actual construction portion of the work may be reduced only with the approval of the Manager. The County Manager shall periodically report to the Board of County Commissioners on all goals on Construction Manager-at-Risk contracts.
- (iv) Compliance responsibilities. The construction manager at risk shall comply with the requirements of this subsection regarding any CSBE subcontractor goal that has been applied to any portion of the work of the CM-at-Risk contract.
- c. Application to contracts for environmental services where construction tasks are involved. For contracts for environmental services where construction tasks are involved, CSBE subcontractor goals may be established by the County Manager upon the recommendation of the Review Committee based on estimates made prior to awarding such tasks and of the availability of CSBEs to afford effective subcontracting therefor.

[7. Reserved.]

8. Contract measures:

- a. Contract set-asides: The County Commission or Public Health Trust may determine it is in its best interest to waive any competitive bidding or selection requirement and set-aside a prime County construction contract for CSBEs when determined, prior to bid advertisement, that there are at least three (3) CSBEs available in the Standard Industrial Classification (SIC) category, as well as in the contracting participation level that the contract is classified in (based on the estimated project construction cost). Contracts with estimated project construction cost less than or equal to ten million dollars (\$10,000,000.00) may be set-aside for competition by CSBEs. Such contracts will be placed into one (1) of three (3) contracting participation levels based on the estimated project construction cost, and will be classified by Standard Industrial Classification (SIC) or North American Industry Classification System (NAICS) code. The three (3) contracting participation levels, based on average gross revenues for the past three (3) years are:

1. Level I—Three-year average gross revenues of \$0.00—\$2,000,000.00
2. Level II—Three-year average gross revenues above \$2,000,000.00 but not exceeding \$5,000,000.00
3. Level III—Three-year average gross revenues above \$5,000,000.00 but not exceeding \$10,000,000.00

CSBEs will also be categorized by contracting participation level, which will be determined by the Department of Small Business Development (based, in part, on the CSBE's prequalification package).

CSBEs prequalified in one (1) Contracting Participation Level (e.g. those in Contracting Participation Level III) may not bid on a lower level prime County contract set-aside for CSBEs (e.g., a three hundred thousand dollar (\$300,000.00) project which falls into Level I). However, a CSBE prequalified in a lower level may bid on contracts whose estimated cost falls within a higher level (e.g., a Level I CSBE may bid on a Level II or III contract).

Transferring to a non-CSBE through subcontracting or otherwise all or part of the actual work of a set-aside contract is prohibited unless such transfer receives prior approval from the Department of Small Business Development as consistent with normal industry practice.

A CSBE may compete for any set-aside prime construction contract in the SIC or NAICS code which the CSBE is certified.

In the case of an Aggregate Set-Aside, the aggregated value of the set-aside shall be established after taking into account the CSBE objective and the effect of any measures that may be applied to other County construction contracts not included in the Aggregate Set-Aside. The particular level of CSBEs that may bid for a particular contract under an Aggregate Set-Aside shall be determined by Contracting Participation Level based on the contract's estimated cost and by SIC or NAICS Code. At the time a proposed Aggregate Set-Aside is presented to the County Commission for waiver of competitive bidding and set-aside for CSBEs, staff shall present an analysis of the availability of sufficient CSBEs in the various Contracting Participation Levels to compete for the contracts proposed to be included in the aggregated value of contracts proposed for the Aggregate Set-Aside. As part of such presentation, staff shall advise the Commission of the mechanisms that will be applied to assure an equitable distribution of awards to all qualified CSBEs.

- b. Selection factor: A contractor responding to an RFP or RFQ for a prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive of up to ten (10) percent of the total evaluation points for participation in the Worker Training Program or the Mentor-Protege Program. The County Manager shall establish a sliding scale which provides the extent of preference given a contractor hereunder. In no event shall the cumulative effect of the selection factor hereunder, exceed ten (10) percent of the total evaluation points on any one (1) RFP or RFQ.

Any committee formed to evaluate a response to an RFP or RFQ with a CSBE selection factor shall include a voting representative from the Department of Small Business Development.

- c. Bid preference: A contractor bidding on a competitively bid prime county construction contract which is not set-aside for competition solely amongst CSBEs shall be entitled to a program incentive of up to two (2) percent of such contractor's bid price (for bid evaluation purposes only) for participation in the Worker Training Program or the

Mentor-Protege Program. The County Manager shall establish a sliding scale which provides the extent of preference given a contractor hereunder. In no event shall the cumulative effect of the bid preference hereunder, exceed two (2) percent of such contractor's bid price.

- d. Trade set-aside: The County Commission or Public Health Trust may authorize a trade set-aside as outlined in this section.
  - e. Subcontractor goals: The County Commission or Public Health Trust may establish subcontractor goals as outlined in this section.
9. Advisory board: There is hereby created a Miami-Dade County Advisory Board for the CSBE Program. Board members shall be appointed by the Board of County Commissioners and shall consist of one (1) each of the following:
- 1. One (1) member from the list of recommended appointees submitted by the Allied Minority Contractor's Association, Inc.;
  - 2. One (1) member from the list of recommended appointees submitted by the South Florida Chapter of the Associated General Contractors of America;
  - 3. One (1) member from the list of recommended appointees submitted by the BAC Funding Corporation;
  - 4. One (1) member from the list of recommended appointees submitted by the Construction Association of Florida, Inc.;
  - 5. One (1) member from the list of recommended appointees submitted by the Engineering Contractor's Association of South Florida, Inc.;
  - 6. One (1) member from the list of recommended appointees submitted by the Latin Builders' Association;
  - 7. One (1) member from the list of recommended appointees submitted by the Underground Contractors' Association of South Florida, Inc.;
  - 8. One (1) member from the list of recommended appointees submitted by the Miami-Dade Chamber of Commerce;
  - 9. One (1) member from the list of recommended appointees submitted by the Contractor's Resource Center;
  - 10. One (1) member from the list of recommended appointees submitted by the UPPAC;
  - 11. One (1) member from the list of recommended appointees submitted by the National Association of Black Women in Construction;
  - 12. A representative of the local bonding industry;
  - 13. A representative of the local banking and financial industry;
  - 14. A certified CSBE; and
  - 15. One (1) member from the list of recommended appointees submitted by the CSBE Association.

The terms of each member shall be two (2) years. Members shall serve without compensation.

The advisory board is created for the purpose of providing general program oversight and assisting the Department of Small Business Development in tracking and monitoring the results and effectiveness of the CSBE Program. The advisory board shall not assume the Department of Small Business Development's administrative or other responsibilities. The advisory board may serve as liaison between program participants and the local business community, recommend additional program incentives, participate in the recruitment of



prospective participant's for the CSBE program, and review and report on the program's progress. Within one (1) year after inception of the CSBE program, the advisory board shall recommend to the County Commission the maximum length of time a CSBE may participate in the program.

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.

The County Mayor or designee shall approve the replacement of any of the delineated recommending organizations above, where said organization(s) fails to either (i) provide a list of recommended appointees within thirty (30) days of written notice from the Department of Small Business Development, or (ii) continue to operate in Miami-Dade County, or the appointed CSBE Advisory Board member fails to participate in board activities for a period of six (6) months. The current CSBE Advisory Board shall provide the name(s) of a recommended replacement organization(s) to be considered by the County Mayor, by majority vote.

10. Graduation: Upon review, any CSBE that exceeds the personal net worth or size limits, based on the firm's three-year average gross revenues, established by this section shall be graduated from the CSBE program upon notification by SBD and may no longer be eligible for participation in the CSBE Program. These firms shall be allowed to complete any currently awarded contract and remain eligible to be awarded contracts as primes or subcontractors for bids submitted prior to notice of graduation. However, the graduated firm will not [be] eligible to receive any new contracts under the CSBE program.
- (4) Certification requirements: The County Mayor or designee shall implement eligibility criteria and procedures for entities to be certified as CSBEs based on regulations outlined in this section. Firms exceeding size limits established hereunder and under Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52] are not eligible for contract measures or participation in these programs.
  1. Small Business Development shall maintain and publish at least every other week an updated list of CSBEs, identifying each listed CSBE based on each Standard Industry Classification (SIC) category or North American Industry Classification System (NAICS) code and each specialty trade the CSBE is certified in, and noting what contracting participation level the firm is classified in.
  2. Small Business Development shall not certify an applicant, shall not recertify a CSBE, and shall decertify a CSBE that fails to comply with the criteria or procedures for obtaining or maintaining certification. Small Business Development shall have authority to suspend the certification of a CSBE 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.
  3. Applicants and certified CSBEs must be properly licensed to conduct business in Miami-Dade County, must have a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, 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. 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.
  4. The qualifier of the certified CSBE firm must own at least ten (10) percent of the certified firm's issued stock.

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 submittal. Successful bidders must be certified at the time of bid submittal, bid award, and throughout the duration of the contract. With the exception of provisions previously described for graduation from the CSBE program, loss of CSBE certification may lead to removal of the firm from continued participation in the CSBE program. CSBEs experiencing changes in ownership shall notify the County within thirty (30) days of the effective date of such changes.
  6. A business owner, alone or as a member of a group, shall own or control only one (1) CSBE at a time. A business owner, alone or as a member of a group, and any CSBE may not hold more than a ten (10) percent equity ownership in any other CSBE.
  7. Applicants for CSBE certification shall, as part of their application, disclose the information specified in Subsections (d)(1) and (2) of Section 2-8.1 of this Code.
  8. Small Business Development may require applicants and CSBEs to submit information regarding their business operations, including, but not limited to, a breakdown of the applicant's or CSBE's ownership, management, and/or workforce as to race, national origin, gender, and gross annual sales.
- (5) Enforcement: Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with this ordinance or its implementing orders may result in the imposition of one (1) or more of the following sanctions:
- i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
  - ii. Work stoppage;
  - iii. Termination, suspension, or cancellation of the contract in whole or part;
  - iv. In the event a bidder or CSBE attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the first tier subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Mayor or his designee may impose any of the above-stated sanctions on any other contracts or first tier subcontracts the bidder or CSBE has on County projects. In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or CSBE may also be subject to debarment.
  - v. The foregoing notwithstanding, the County Mayor or designee shall include language in all prospective contracts containing a CSBE measure which provides that, in addition to any other sanction for failure to fulfill the CSBE measure requirements, the contractor's eligibility to receive any future county contracts may be conditioned upon the contractor making up the deficit in CSBE participation in such future contracts by having CSBE(s) perform equal to double the dollar value of the deficiency in the CSBE measure 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 CSBE goal shall submit a CSBE Make-up Plan for the approval of the Director. A Make-up Plan and a corresponding Schedule of Intent Affidavit must be submitted as part of any bid or proposal submitted for future contracts at the time of bid or proposal submittal. The Schedule of Intent Affidavit must identify all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of work each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable. Failure to include the required Schedule of Intent Affidavit with bids or proposals for any future contracts shall result in the submittal being deemed nonresponsive. 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 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 CSBE measure otherwise applicable to the future contract.

Some of the contractual violations that may result in the imposition of the sanctions listed in Subsection (5) above include, but are not limited to, the following:

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;
  2. A prime contractor not meeting CSBE Program trade set-aside or subcontractor goal requirement;
  3. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms.
  4. Failure to submit monthly utilization reports;
  5. Failure to comply with CSBE certification requirements, including not maintaining 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;
  7. Deviation from the schedule of participation without prior approval from SBD;
  8. Termination of the CSBE's contract without prior approval from SBD;
  9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD. Reduction of the scope of work of a second, third or fourth tier CSBE subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
  10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD;
  11. Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a schedule of intent affidavit.
  12. Failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.
- (6) Administrative penalties. For violation of or noncompliance with this ordinance or its implementing orders, bid, and competitive selection documents, the County Mayor or designee may impose penalties that include, but are not limited to, the following:
1. The loss of eligibility to be certified as a CSBE for a specified period of time, not to exceed three (3) years, for an applicant or a CSBE, its individual officers, its shareholders with significant interests, and its affiliated businesses.
  2. 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 non-complying contractor or subcontractor and the principal owners and/or qualifying agent thereof be prohibited from bidding on or otherwise participating in County construction contracts for a period not to exceed three (3) years.
  3. 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 10% of the amount thereof; for the second deficit, a penalty in an amount equal to 20% thereof; for the third and successive deficits, a penalty in an amount equal to 30% thereof. A fourth violation and finding of noncompliance, shall constitute a default of the subject contract and shall be cause for suspension or termination in accordance with the contract's terms and debarment in accordance with the debarment procedures of the County. 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 Section 10-33.02 of the Code of Miami-Dade County.

4. 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 construction contracts for a period not to exceed three (3) years.

(7) Appeals.

- A. 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.
- B. 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.
- C. 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.

(8) County responsibilities. The Department of Small Business Development (or other County department designated by the County Mayor or designee) shall:

1. Administer, or provide oversight for, the CSBE program and incentives outlined in this section;
2. Provide staff assistance to the review committee and the advisory board;
3. Compile and maintain the data necessary to make the appropriate determinations as to the certification and decertification of CSBEs, and to make recommendations for the application of contract measures to a given contract;
4. Ensure that an integrated system exists for information gathering, reporting, and statistical analysis including (but not limited to) interfacing with other County financial systems such as FAMIS, Seaport, Aviation, HUD and WASAD to obtain actual amount of work orders authorized to firms versus the project award amount (for prime contractors as well as for subcontractors), and interfacing with the GSA mainframe system to access data on vendors and awards;
5. Monitor all contracts for which program measures have been applied in terms of contractor and subcontractor compliance with the provisions of this ordinance;
6. Provide assistance in technical and financial matters including:
  - a. Assistance in increasing the ability of CSBEs to compete effectively on contracts;
  - b. Conduct of seminars on contract management; and

- c. Assistance in identifying and solving problems on projects.
  - 7. Review and investigate reports of noncompliance, and make the appropriate recommendations to the County Manager as to penalties to be invoked; and
  - 8. Prepare an annual report for the Board of County Commissioners on the results of the CSBE Program.
  - 9. Prepare quarterly reports for the advisory board on the results of the CSBE Program.
  - 10. SBD shall assign a CSBE coordinator to each county department issuing capital construction contracts whose responsibility shall be to seek out contracting opportunities for CSBEs and serve as liaison between SBD and the department.
  - 11. Upon completion of a contract or after final payment on a contract SBD shall review the final Monthly Utilization Report and other project documents to include final payments and make a determination as to whether the bidder met the CSBE measure. If the bidder has not met the CSBE measure, SBD will notify the bidder in writing of the deficit and corresponding sanctions for contractual violations.
- (9) Notwithstanding the requirements of this Section, the Mayor or his designee is hereby expressly authorized and directed to establish an expedited process for the creation, review and approval of measures relating to Economic Stimulus Projects subject to Section 2-8.2.7 of this Code. Such process shall be set forth in an administrative order.

(Ord. No. 97-52, § 1, 5-20-97; Ord. No. 97-158, § 1, 9-23-97; Ord. No. 99-31, § 1, 3-18-99; Ord. No. 00-17, § 1, 2-8-00; Ord. No. 01-65, § 1, 3-20-01; Ord. No. 01-116, § 1, 7-10-01; Ord. No. 01-158, § 1, 9-25-01; Ord. No. 02-29, § 1, 2-26-02; Ord. No. 03-121, § 1, 5-6-03; Ord. No. 05-119, § 1, 7-7-05; Ord. No. 07-16, § 1, 2-6-07; Ord. No. 08-40, § 1, 4-8-08; Ord. No. 08-92, § 3, 7-17-08; Ord. No. 09-41, § 1, 6-2-09; Ord. No. 10-89, § 1, 12-7-10; Ord. No. 11-22, § 1, 5-3-11; Ord. No. 12-05, § 2, 2-7-12; Ord. No. 14-60, § 1, 7-1-14; Ord. No. 14-98, § 3, 10-7-14; Ord. No. 15-29, § 3, 5-5-15; Ord. No. 15-30, § 3, 5-5-15)

**Small Business Construction Services Advisory Board  
Annual Cost Estimate**

**Attachment 8**

<b>2016</b>			
<b>Staff</b>	<b>Estimated Hours Spent on SBE Construction per Employee</b>	<b>Estimated Annual Cost per Employee</b>	<b>Estimated Annual Cost for Supplies</b>
Prof. Services Specialist	30	\$757.50	
Sub Total	30	\$757.50	
<b>Supplies</b>	<b>Estimated cost for supplies</b>		
	Copies		\$ 25.00
Sub Total			\$ 25.00
<b>TOTAL</b>			<b>\$782.50</b>
Notes:			
1. SBE Contruction Advisory Board meets Bi- Monthly on the 3rd Thursday of the designated month.			
2. 15-20 copies are made of each report. Each SBE Construction Services Advisory Board member and attendees received a report package			

<b>2017</b>			
<b>Staff</b>	<b>Estimated Hours Spent on SBE Construction per Employee</b>	<b>Estimated Annual Cost per Employee</b>	<b>Estimated Annual Cost for Supplies</b>
Prof. Services Specialist	30	\$821.62	
Sub Total	30	\$821.62	
<b>Supplies</b>	<b>Estimated cost for supplies</b>		
	Copies		\$ 25.00
Sub Total			\$ 25.00
<b>TOTAL</b>			<b>\$846.62</b>
Notes:			
1. SBE Contruction Advisory Board meets Bi- Monthly on the 3rd Thursday of the designated month.			
2. 15-20 copies are made of each report. Each SBE Construction Services Advisory Board member and attendees received a report package			

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Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
8-10	Key Management Staff 18% of Pre Const. Fee only (\$177,980.00)	MCM		3/1/12	\$ 5,915,262.00		\$ 4,578,851.04		18%	77.41%
				3/1/12		\$ 1,445,227.48		\$ 773,862.88	24%	53.55%
R044A	MIA-Hotel Lobby/Public Space Renovations	MCM			\$ 3,642,865.18		\$ 3,642,865.18		77%	100.00%
			Cityworks Construction, LLC			\$ 211,515.18		\$ 211,515.18	6%	100.00%
			Fleites Construction Group			\$ 180,243.08		\$ 180,243.08	5%	100.00%
			Metro Infrastructure, Corp.			\$ 248,598.15		\$ 248,598.15	7%	100.00%
			A-1 All Florida Painting, Inc.			\$ 105,286.30		\$ 105,286.30	3%	100.00%
			Fleites Construction Group			\$ 114,965.18		\$ 114,965.18	3%	100.00%
			World of Frameless Glass, Inc			\$ 190,861.29		\$ 190,861.29	5%	100.00%
			Metro Infrastructure, Corp.			\$ 317,145.09		\$ 317,145.09	9%	100.00%
			EPIC Consultants, Inc.			\$ 190,878.43		\$ 190,878.43	5%	100.00%
			A-1 All Florida Painting, Inc.			\$ 13,821.29		\$ 13,821.29	0%	100.00%
			Century Fire, Inc.			\$ 156,362.84		\$ 156,362.84	4%	100.00%
			Peoples Plumbing & Mechanical			\$ 212,121.58		\$ 212,121.58	6%	100.00%
			DODEC, Inc.			\$ 185,778.57		\$ 185,778.57	5%	100.00%
			Thevenin Enterprises, Inc.			\$ 667,035.06		\$ 667,035.06	18%	100.00%
R107A	MIA- Midfield Fire Station Modification	MCM			\$ 239,258.00		\$ 239,258.00		91%	100.00%
			EPIC Consultants, Inc.			\$ 66,141.00		\$ 66,141.00	28%	100.00%
			Xpress Painting, Inc.			\$ 62,480.00		\$ 62,480.00	26%	100.00%
			Ruben Electric Technology, Inc.			\$ 88,200.00		\$ 88,200.00	37%	100.00%
B313A	MIA- So. Terminal 5th Floor Mechanical Room	MCM			\$ 34,920.67		\$ 34,920.67		82%	100.00%
			EPIC Consultants, Inc.			\$ 12,795.00		\$ 12,795.00	37%	100.00%
			DL & RR Services, LLC			\$ 1,364.00		\$ 1,364.00	4%	100.00%
			Ruben Electric Technology, Inc.			\$ 14,647.00		\$ 14,647.00	42%	100.00%
D022A	MIA-Central Marketplace - Phase II & III	MCM			\$ 3,239,965.32		\$ 3,239,965.32		26%	100.00%
			Lunacon Construction Group, Inc.			\$ 274,607.51		\$ 274,607.51	8%	100.00%
			ABC Construction, Inc.			\$ 10,900.00		\$ 10,900.00	0%	100.00%
			C. L. Elias Construction, Inc.			\$ 44,937.00		\$ 44,937.19	1%	100.00%
			A-1 All Florida Painting, Inc.			\$ 12,195.00		\$ 12,195.00	0%	100.00%
			Century Fire, Inc.			\$ 18,425.00		\$ 18,425.00	1%	100.00%
			Richlin Plumbing, Inc.			\$ 35,219.00		\$ 35,219.00	1%	100.00%
			Sunshine State Air Conditioning			\$ 81,535.71		\$ 81,535.71	3%	100.00%
			Tropical Electric			\$ 369,221.00		\$ 369,221.00	11%	100.00%
780KD11	NTD-FPL Vaults #1, #2, & 5 Fire Rated Damper	AAP			\$ 202,921.85		\$ 202,921.85		90%	100.00%
			AAP Construction			\$ 183,176.00		\$ 183,176.31	90%	100.00%
S089A	MIA-NTD FIS Re-Check	MCM			\$ 5,330,950.90		\$ 5,330,950.90		46%	100.00%
			New Beach Construction			\$ 195,200.00		\$ 195,200.00		100.00%
			Lunacon Construction Group, Inc.			\$ 43,117.00		\$ 43,117.00	1%	100.00%
			Lunacon Construction Group, Inc.			\$ 123,139.62		\$ 123,139.62	2%	100.00%



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Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
								\$ 302,184.00	6%	100.00%
								\$ 29,250.00	1%	100.00%
								\$ 575,753.89	11%	100.00%
								\$ 62,281.89	1%	100.00%
								\$ 289,021.22	5%	100.00%
								\$ 68,787.00	1%	100.00%
								\$ 69,960.00	1%	100.00%
								\$ 12,000.00	0%	100.00%
								\$ 141,315.73	3%	100.00%
								\$ 26,195.00	0%	100.00%
								\$ 277,871.00	5%	100.00%
								\$ 404,629.76	8%	100.00%
								\$ 7,831.00	0%	100.00%
D105C	MIA-Dolphin & Flamingo Parking Garages Rep.	MCM			\$ 7,299,767.18		\$ 7,102,168.29		92%	97.29%
								\$ 820,420.00	11%	100.00%
								\$ 3,015,139.29	45%	91.34%
								\$ 211,562.49	3%	93.79%
								\$ 847,480.15	12%	100.00%
								\$ 429,576.67	6%	100.00%
								\$ 504,470.00	7%	100.00%
								\$ 164,110.00	2%	100.00%
								\$ 95,874.77	1%	100.00%
								\$ 52,750.00	1%	100.00%
								\$ 228,748.19	3%	100.00%
								\$ 44,842.60	1%	66.01%
Q049A	Building 861, 862, & 863	MCM			\$ 763,167.27		\$ 748,051.27		80%	98.02%
								\$ 83,373.26	1%	96.19%
								\$ 9,425.00	1%	100.00%
								\$ 64,853.39	9%	97.53%
								\$ 58,701.17	8%	100.00%
								\$ 7,642.75	1%	98.62%
								\$ 461,136.32	60%	100.00%
S100A	MIA-Conc G Switchgear Replacement	MCM			\$ 1,983,200.99		\$ 1,739,653.76		88%	87.72%
V040A-1	MIA Satellite E Pavement Rehab. Pkg. 1 MOT/IE	MCM		12/28/15	\$ 1,317,320.27		\$ 1,118,983.57		101%	84.94%
								\$ 576,179.35	45%	96.38%
								\$ 330,078.29	26%	95.00%
								\$ 271,876.90	22%	94.76%
								\$ 8,550.00	7%	9.23%
								\$ 6,554.84	1%	95.00%



Jan 31, 2018

Project #	Project Name	Prime	Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
	MIA-Quick Response Project Order Budget = \$2,200,000.00	MCM	SAO #	\$ 1,760,389.86		\$ 457,176.95		69%	25.97%
			43	s	\$ 87,423.00		\$ 93,452.39	5%	106.90%
			43		\$ 197,800.00		\$ 197,800.00	11%	100.00%
			43		\$ 13,368.83		\$ 13,368.83	1%	100.00%
			37		\$ 114,764.00		\$ 93,667.47	7%	81.62%
			37		\$ 2,725.00			0%	0.00%
			37		\$ 14,500.00		\$ 14,500.00	1%	100.00%
			37		\$ 13,800.00		\$ 13,800.00	1%	100.00%
			37		\$ 56,500.00		\$ 56,500.00	3%	100.00%
			37		\$ 10,500.00		\$ 1,953.85	1%	18.61%
			39		\$ 14,336.55		\$ 6,115.00	1%	42.65%
			39		\$ 1,953.85		\$ 2,960.00	0%	151.50%
			39		\$ 6,115.00		\$ 6,115.00	0%	100.00%
			41		\$ 86,500.00		\$ 86,500.00	5%	100.00%
			42		\$ 29,600.00		\$ 29,600.00	2%	100.00%
			44		\$ 10,766.56		\$ 10,766.56	1%	100.00%
			45		\$ 19,343.00		\$ 17,063.00	1%	88.21%
			46		\$ 181,370.00		\$ 181,370.00	10%	100.00%
			46		\$ 10,870.00		\$ 10,793.50	1%	99.30%
			47		\$ 93,452.39		\$ 93,452.39	5%	100.00%
			48		\$ 15,626.11		\$ 15,626.11	1%	100.00%
			49		\$ 568.83		\$ 568.83	0%	100.00%
			50		\$ 12,113.60		\$ 12,113.60	1%	100.00%
			50		\$ 2,070.00		\$ 540.00	0%	26.09%
			51		\$ 49,200.00		\$ 46,740.00	3%	95.00%
			52		\$ 3,730.38		\$ 3,730.38	0%	100.00%
			53		\$ 50,879.55		\$ -	3%	0.00%
			54		\$ 96,494.13		\$ 47,137.22	5%	48.85%
			54		\$ 14,875.00		\$ 14,131.25	1%	95.00%
			56		\$ 125,250.00		\$ -	7%	0.00%
			57		\$ 4,330.46		\$ 4,330.46	0%	100.00%
			58		\$ 20,843.72		\$ -	1%	0.00%
			60		\$ 2,556.78		\$ -	0%	0.00%
			62		\$ 216,700.00		\$ -	12%	0.00%
			64		\$ 5,690.00		\$ -	0%	0.00%
			64		\$ 25,000.00		\$ -	1%	0.00%
			64		\$ 792.00		\$ -	0%	0.00%
U-055-A	MIA-Int. Renov. Reloc. Of ID Section/Drivers	MCM	4/18/16	\$ 3,043,844.79		\$ 2,537,571.08		90%	83.37%
					\$ 304,907.61		\$ 287,572.23	10%	94.31%
					\$ 72,031.84		\$ 68,648.53	2%	95.30%

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Project #	Project Name	Prime	Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
							\$ 8,709.49	2%	
							\$ 10,953.51	3%	
							\$ 42,445.78	12%	
							\$ 17,565.00	5%	
							\$ 10,513.65	3%	
							\$ 40,355.69	24%	
T074-T	E-FIS Emergency Renovations, 1st Level	MCM	2/28/17	\$ 1,357,034.39		\$ 223,964.92			16.50%
							\$ 36,455.00	3%	
							\$ 360,105.00	47%	
							\$ 55,385.00	7%	
							\$ 153,305.00	14%	
T072-H	E-FIS Renovation Security & Access Control	MCM	8/29/17	\$ 1,406,718.51		\$ 1,155,255.78			82.12%
						\$ 175,165.20		12%	
X045A	Conc. J Gate 3 - EDS Room	MCM	9/9/17	\$ 431,312.91		\$ -		64%	0.00%
						\$ 83,643.00	\$ -	19%	
						\$ 15,250.00	\$ -	4%	
						\$ 38,450.00	\$ -	9%	
						\$ 42,000.00	\$ -	10%	
						\$ 96,700.00	\$ -	22%	
T072-H	E-FIS Renovation Third Level	MCM	8/29/17	\$ 384,807.72		\$ 313,469.10			81.46%
						\$ 67,985.00	\$ -		
						\$ 91,400.00	\$ -		
						\$ 13,144.00	\$ -		
						\$ 32,380.00	\$ -		
						\$ 22,455.00	\$ -		
						\$ 69,000.00	\$ -		
U010-T	Satellite E AHU-1 Replacement	MCM	9/13/17	\$ 394,443.58		\$ -			0.00%
						\$ 28,000.00	\$ -		
						\$ 8,640.00	\$ -		
						\$ 263,325.00	\$ -		
						\$ 9,878.00	\$ -		
						\$ 21,100.00	\$ -		
	Subtotal (SBE/Construction Trade Set-Aside)			\$ 42,774,722.80	\$ 28,682,777.42	\$ 36,430,475.19	\$ 25,033,594.36	67%	

### MCC-8-10 Projects Without Contract Measures

MCC-6 to 11 Projects - Annual Contract Measures									
K069A	MIA-Hotel 8th Floor Pool Demolition	DPC			\$ 5,713,132.12	\$ 5,209,960.00	\$ 5,713,132.12	\$ 5,029,960.00	0%
	No Measures - Emergency Job								
	MIA-Terminal Operations Supervisors Office	MCM			\$ 3,933.86	\$ -	\$ 3,933.86		0%
	Pre-Construction Fees only - Project Cancelled								100.00%
730A6	MIA-NTD BHS Phase 3 Mechanical Electrical	Jordim Int'l			\$ 4,769,054.46	\$ 4,411,750.00	\$ 4,769,054.46	\$ 4,376,736.00	0%

Project #	Project Name	Prime		Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part	% Complete
	No Measures - Emergency Job									
	MIA-Quick Response Project Order	MCM			\$ 1,098,100.93		\$ 1,098,100.93		39%	100.00%
	Budget = \$2,200,000.00		Titan Construction Group			\$ 38,616.05		\$ 38,616.05	4%	100.00%
	Emergency Work without Contract Measures		Ruben Electric Tech., Inc.			\$ 78,509.72		\$ 78,509.72	7%	100.00%
			Archon Management			\$ 24,398.22		\$ 24,398.22	2%	100.00%
			New Beach Partners			\$ 53,351.00		\$ 53,351.00	5%	100.00%
			Onabuc			\$ 15,331.42		\$ 15,331.42	1%	100.00%
			Paradise Awnings			\$ 112,403.50		\$ 112,403.50	10%	100.00%
			Sunshine State Air Condition			\$ 59,000.00		\$ 59,000.00	5%	100.00%
			Supreme Ceilings & Interiors			\$ 2,872.00		\$ 2,872.00	0%	100.00%
			Residential Kitchen Design, Inc.			\$ 40,100.00		\$ 40,100.00	4%	100.00%
T044A	OPF - Bldg. 40 & 41 Repairs/Renovations	MCM			\$ 307,490.11		\$ 307,490.11		92%	100.00%
	No Measures - Emergency Job		A-1 All Florida Painting, Inc.			\$ 78,125.00		\$ 78,125.00	25%	100.00%
			Hernandez Metal Fabricators			\$ 205,368.00		\$ 205,368.00	67%	100.00%
P049A	MIA-Elevator Sump Pump @ Cc "E" Lobby	MCM			\$ 142,129.67		\$ 142,129.67	\$ 42,043.99	89%	100.00%
	No Measures - Emergency Job		Richlin Plumbing, Inc.			\$ 118,634.00		\$ 118,634.00	83%	100.00%
			Thevenin Enterprises, Inc.			\$ 8,470.00		\$ 8,470.00	6%	100.00%
781-016	MIA-NTD BHS Parts Storage Ramp Level MEP	MCM			\$ 567,754.58		\$ 567,754.58		92%	100.00%
	No Measures - Emergency Job		Coakley Mechanical Inc.			\$ 109,928.00		\$ 109,927.50	19%	100.00%
			Thevenin Enterprises, Inc.			\$ 89,145.70		\$ 88,895.50	16%	99.72%
			C. L. Elias Construction			\$ 121,838.92		\$ 121,838.92	21%	100.00%
			Fleites Construction			\$ 111,426.00		\$ 11,426.00	20%	10.25%
			Hernandez Metal Fabricators			\$ 77,500.00		\$ 77,500.00	14%	100.00%
			Century Fire			\$ 10,857.00		\$ 10,856.94	2%	100.00%
T072A-2	MIA Lower Conc. E Checkpoint Interior	MCM			\$ 153,938.99		\$ 153,938.99		83%	100.00%
	No Measures - Emergency Job		Senaia International			\$ 127,550.00		\$ 127,550.00	83%	
V040A-4	MIA-Satellite E Pavement Rehab- Fueling Pkg.4	Cherokee		12/28/15	\$ 14,719,390.03		\$ 12,690,273.75		0%	86.21%
	No Available SBE/Const. Firm		Cherokee Enterprises, Inc.			\$ 13,455,067.49		\$ 12,280,632.35	0%	91.27%
W-001-A	MIA Overhead Utility Bridge #36 -Emerg. Work			3/11/16	\$ 4,064,048.73		\$ 29,548,625.90		85%	727.07%
			Weathertrol			\$ 988,780.00		\$ 546,094.00	24%	55.23%
			Jador International			\$ 2,070,022.86		\$ 1,781,644.73	51%	86.07%
			Fleites Construction			\$ 408,380.22		\$ 387,961.21	10%	95.00%
	Subtotal (No Measures)				\$ 31,538,973.48	.	\$ 54,994,434.37	\$ -	0%	

## PROJECTS WITH SBE/CONSTRUCTION GOALS

Project #	Project Name	Prime	SBE/Const. Subcontractor	Start Date	Contract Award	SBE/Const.	Amount Paid to GC	Amount Paid to All Subs	SBE/C Part.	% Complete
V040A-3	MIA-Sat-E Pavement Rehab-Pkg.3 Asphalt	MCM		12/28/15	\$ 1,167,666.27		\$ 887,924.46		6%	76.04%
	SBE/CONSTRUCTION GOAL (6%)		General Asphalt - Prime		\$ 1,009,186.00			\$ 818,519.95		



Jan 31, 2018

Project #	Project Name	Prime	Quality Construction Performance	Start Date	Contract Award	CSBE Award	Amount Paid to GC	Amount Paid to CSBE	CSBE Part.	% Complete
V040A-2	MIA-Sat.E Pavement Rehab-Pkg. 2 Concrete	SBE Firm				\$ 58,757.94			6%	
	SBE/CONSTRUCTION GOAL (15%)	MCM			\$ 3,734,487.13		\$ 2,199,647.13		15%	58.90%
			Cherokee Enterprises - Prime		\$ 3,480,450.43			\$ 2,515,618.95		
		SBE Firm	A&M Brothers Concrete & Drainage			\$ 617,075.00			15%	
	TOTAL SBE/Construction PARTICIPATION				\$ 4,902,153.40				6%	

	TOTAL SBE/CONSTRUCTION PARTICIPATION				\$ 79,215,849.68	\$ 28,741,535.36			36%	
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## PROJECTS WITH DBE GOALS

Project #	Project Name	Prime	DBE Subcontractor	Start Date	Contract Award	DBE Award	Amount Paid to GC	Amount Paid to All Subs	DBE Part.	% Complete
P046A	MIA-Central Chiller Plant Refurb. & Modif.	MCM		12/28/12	\$ 9,950,599.06		\$ 9,933,337.26	\$ 8,903,894.29	24%	99.83%
	DBE Goal (15%)		Multiple DBE Subcontractors			\$ 2,367,357.75		\$ 2,367,357.75	24%	100.00%
	TOTAL DBE PARTICIPATION				\$ 9,950,599.06	\$ 2,367,357.75			24%	

# Overview

B2GNow is a web-based software system used by cities, counties and other agencies throughout the nation. This new system represents a significant technological advancement and will replace the current manual process of reporting certain contract requirements and increase operational efficiency.

The system will be managed by the Small Business Development (SBD) Division of the Internal Services Department and is accessible to all prime contractors, subcontractors, and County staff.

# Key Features

- Accessible to all firms doing business with Miami-Dade County and County staff
- Automated application for Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Local Developing Business (LDB) certification
- Enhanced online SBE, DBE and LDB Directory, with key-word search capabilities
- Automated submission of subcontractors to fulfill SBE requirements
- Automated submission of contractors' utilization payments
- Tracking of progress towards meeting SBE goals
- Automated verification of SBE payments via web or mobile device
- Automated submission of certified payrolls
- Automated submission of workforce compliance data
- Automated communication with contractors via email regarding compliance issues
- Elimination of/or limited paper-based reporting

# MEMORANDUM

Agenda Item No. 4(C)

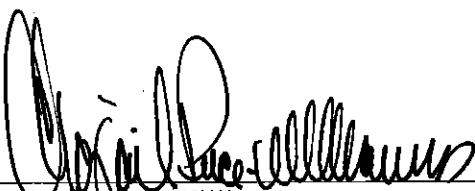
**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** February 21, 2018

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Ordinance pertaining to Small Business Enterprise Programs; amending sections 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, and 2-8.9, and 10-34 of the Code to require use of Miami-Dade County's web-based system for County contracts; provide for application of certain goals for projects with an estimated value exceeding \$700,000.00; renaming and amending duties of the Miami-Dade County Advisory Board related to the an Small Business Enterprise Program; amending definitions, program components, enforcement, penalties, county responsibilities, and other relevant sections

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairwoman Audrey M. Edmonson.

  
Abigail Price-Williams  
County Attorney

APW/cp



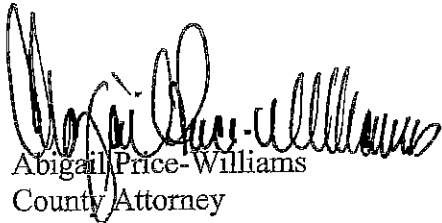


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** February 21, 2018

**FROM:**   
Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 4(C)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 4(C)  
2-21-18

ORDINANCE NO. \_\_\_\_\_

ORDINANCE PERTAINING TO SMALL BUSINESS ENTERPRISE PROGRAMS; AMENDING SECTIONS 10-33.02, 2-10.4.01, 2-8.1.1.1.1, 2-8.1.1.1.2, 2-11.16, 2-8.1, 2-8.8, AND 2-8.9, AND 10-34 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA TO REQUIRE USE OF MIAMI-DADE COUNTY'S WEB-BASED SYSTEM FOR COUNTY CONTRACTS; PROVIDE FOR APPLICATION OF CERTAIN GOALS FOR PROJECTS WITH AN ESTIMATED VALUE EXCEEDING \$700,000.00; RENAMING AND AMENDING DUTIES OF THE MIAMI-DADE COUNTY ADVISORY BOARD RELATED TO THE SMALL BUSINESS ENTERPRISE PROGRAM; AMENDING DEFINITIONS, PROGRAM COMPONENTS, ENFORCEMENT, PENALTIES, COUNTY RESPONSIBILITIES, AND OTHER RELEVANT SECTIONS; AND PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF  
MIAMI-DADE COUNTY, FLORIDA:**

**Section 1.** Section 10-33.02 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:<sup>1</sup>

**Sec. 10-33.02. Small Business Enterprise Construction  
Services Program.**

\* \* \*

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

*Advisory board* means the Community Small Business Enterprise Board >>("CSBE Advisory Board")<<

<sup>1</sup> Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

created for the purpose of reviewing program activities and results, and for making recommendations to ~~[[the Department—of]]~~ Small Business Development (>>“<<SBD>>”<<) and the Board of County Commissioners (~~[[BCC]]~~)>>“County Commission”<<) on matters pertaining to the program.

\* \* \*

>>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.<<

\* \* \*

Joint Venture means ~~[[an association of two (2) or more CSBEs]]~~ >>a business arrangement of two or more parties, in which at least one is a CSBE that agrees to pool its resources for the purpose of accomplishing a specific task<<.~~[[Joint ventures shall be subject to the size limitations set forth in this section; such size limitations include affiliates as set forth in Appendix A [which can be found in the County Clerk’s office attached to Ordinance Number 97-52].]]~~

>>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 Construction Services makeup requirement and identify the certified CSBE 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.<<

\* \* \*

Mentor-Protege 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. ~~[[A copy of the Miami-Dade County Mentor-Protege Program is provided as Attachment 1 [which can be found in the County Clerk's office attached to Ordinance Number 97-52].]]~~ >>The details of this program shall be provided in Implementing Order No. IO 3-22.<<

\* \* \*

>>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 CSBE(s).<<

\* \* \*

### (3) *Program Components:*

- A. *Application.* Except where federal or state laws or regulations mandate to the contrary, the provisions of this ordinance shall require review of all construction contracts funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land to determine the appropriateness of applying contract measures as set forth in this section. The County ~~[[Manager]]~~ >>Mayor<< shall prepare administrative orders, >>implementing orders,<< bid, and contract documents implementing the Bonding and Financial Assistance Program, the Management and Technical Assistance Programs, the Mentor-Protege Program and other related programs addressed in this section. All leases and contracts for privately funded construction on County-owned land for which measures are determined to be appropriate under this section shall contain specific provisions to implement the intent of the CSBE program in a manner consistent with

its application to County construction contracts. This section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is two hundred thousand dollars (\$200,000.00) or less. The words "County ~~[[Manager]]~~ >>Mayor<<" in this section shall mean the County ~~[[Manager]]~~ >>Mayor<< or his or her designee.

- B. *Miami-Dade County Small Business Enterprise Construction Services Program.* 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:

\* \* \*

2. *Mentor-Protégé Program:* This program is a community based effort involving leaders of major firms, financial and bonding institutions, contracting associations, small business enterprises, and support service organizations. The program is an effort to overcome difficulties that typically inhibit or restrict the success of small businesses and is designed to produce a broad base of high quality, competitive and profitable companies through incremental improvement. It is expected that as a result of the Mentor-Protégé Program, Protégé 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. The program will provide a community benefit by strengthening emerging businesses and providing them with opportunities for growth, expansion and increased participation in Miami-Dade County's economic development. To be eligible for incentives under the Mentor-Protégé Program, the ~~[[M]]~~ >>m<<entors and ~~[[Protégé]]~~ >>protéges<< must be registered by ~~[[the Department of Small Business Development]]~~ >>SBD<< in the Mentor-Protégé Program. ~~[[The specific details of the~~

~~proposed program are shown in Attachment 1  
[which can be found in the County Clerk's  
office attached to Ordinance Number 97-52].]~~

\* \* \*

6. *Subcontractor goals:*

- a. *In general.* The County Commission or Public Health Trust may establish subcontractor goals for any specialty and/or construction related trade or service portion of the work in a contract based on estimates made prior to bid advertisement of the quality, quantity and type of subcontracting opportunities provided by the contract, and of the availability of CSBEs to afford effective subcontracting competition therefor. >>A Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to any project with an estimated value over \$700,000.00.<< After bid advertisement, or other formal public notice, the established subcontractor goal may be reduced only with the approval of the County Commission, >>or << Public Health Trust.

Where a first tier subcontractor goal has been imposed, bid documents shall require bidders to submit a ~~[[Schedule Intent Affidavit]]~~ >>Certificate of Assurance<<~~[[;]]~~ on the bid submittal due date >>and a Utilization Plan, via the County's web-based system within the time frame specified by SBD.<<~~[[identifying all CSBEs to be utilized to meet the first tier subcontractor goal and the trade designation of work each will perform.]]~~ Where a second, third and fourth tier subcontractor goal has been imposed, the bid documents shall require bidders to >>include a commitment of the bidder to meet such goals in the aforementioned Certificate of

Assurance.<<[[submit a commitment letter committing the bidder to meet such goal. Upon notification by the Department of Small Business Development, bidders may cure correctable defects that exist on the Schedule of Intent Affidavit within forty-eight (48) hours after notification by SBD.]] Failure to submit the required [[Schedule of Intent Affidavit or commitment letter]] >>Certificate of Assurance<< at the time of bid submission shall render the bid>>der<< non-[[responsive]] >>compliant to the contract requirement and this section<<. [[Failure to correct identified defects on the Schedule of Intent Affidavit, within forty-eight (48) hours shall render the bid non-responsive.]] >>A CSBE firm may fulfill a subcontractor goal in only one goal type per contract.<<

Bidders whose bids fail to meet the specified first tier subcontractor goal, in order to remain eligible for award of the contract, must submit evidence, [[on the bid submission due date]] >>with the Utilization Plan<<, proving the lack of available CSBEs to afford effective competition therefor.

A successful prime bidder that is a CSBE or a joint venture may perform up to fifty (50) percent of a first tier CSBE subcontractor goal with its own forces. The remaining percentage of such first tier subcontractor goal work shall be performed by other CSBEs.

Bid documents shall provide that:

- (i) Only expenditures to CSBEs for performing a commercially useful function shall be counted toward meeting a specified subcontractor goal[[;]]>>.<<

- (ii) Expenditures to CSBEs for acting essentially as a conduit to transfer funds to a non-CSBE shall not be counted toward meeting a subcontractor goal unless such conduct receives prior approval from ~~[[the Department of Small Business Development]]~~ >>SBD<< as consistent with normal industry practice~~[[; and]]~~>>.<<
- (iii) Expenditures to CSBEs who subcontract work further to non-CSBEs shall not be counted toward meeting a subcontractor goal unless such subcontracting receives prior approval from ~~[[the Department of Small Business Development]]~~ >>SBD<< as consistent with normal industry practice.
- (iv) Only expenditures to CSBEs made under a written first tier subcontract executed by both the prime contractor and the CSBE shall be counted towards meeting a first tier subcontractor goal. If the prime contractor exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards fulfillment of the second, third and fourth tier subcontractor goal on that contract. Only expenditures made under a written second, third or fourth tier subcontract executed by both the next tier level subcontractor and the lower tier CSBE subcontractor shall be counted towards meeting a second, third or fourth tier subcontracting goal.
- (v) The bidder who is awarded a contract having a second, third or fourth tier subcontractor goal shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet



such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date for such lower tier subcontract. The prime contractor shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontractor goal.

- (vi) Contracts in excess of twenty-five million dollars (\$25,000,000.00) which have subcontractor goals shall require the prime contractor during the term of the contract to make a quarterly presentation to the ~~[[Review Committee]]~~ >>CSBE Advisory Board<< on his or her performance in meeting such goal.

Bid documents shall allow bidders to challenge or protest a subcontractor goal established under this section by submitting no later than ten (10) business days prior to the scheduled bid opening date the reasons for such challenge or protest in writing to the department responsible for the contract. Challenges or protests to a CSBE subcontractor goal by bidders after the time specified in the preceding sentence shall not be heard by the County Commission or Public Health Trust.

b. *Application to Construction Manager-at-Risk contracts.*

- (i) *Construction management services portion.* For Construction Manager-at-Risk contracts, the County Commission may establish, where appropriate and upon the recommendation of ~~[[the Review Committee]]~~ >>SBD<<, first tier CSBE subcontractor goals

applicable to the construction management portion thereof. Such goal shall not be applicable to the procurement of trade packages on the actual construction project. Bidders for CM-at-Risk contracts to which a first tier CSBE subcontractor goal has been established for construction management services under this paragraph shall submit the ~~[[Schedule of Intent Affidavit]]~~ >>Certificate of Assurance<< and follow the procedures and timing therefor applicable to contracts in general under subpart a) above.

- (ii) *Actual construction portion of the work.*  
For CM-at-Risk contracts, subcontractor goals for the actual construction portion of the work may be established where appropriate by the County ~~[[Manager]]~~ >>Mayor<< or the ~~[[Manager's]]~~ >>Mayor's<< designee for 1st, 2nd, 3rd or 4th tier subcontractors upon the recommendation of ~~[[the Review Committee]]~~ >>SBD<< based on estimates made prior to advertisement of the bid package of the quality, quantity and type of subcontracting opportunities provided by the bid package and of the availability of CSBEs to afford effective subcontracting therefor.

- (a) *Overall subcontracting goal.*  
Where an overall CSBE subcontracting goal has been established for the actual construction portion of the work, the CM-at-Risk shall submit the ~~[[Schedule of Intent Affidavit]]~~ >>Utilization Plan<< to the County at the time the Final Guaranteed Maximum Price is due identifying

all CSBEs utilized to meet the overall goal, and the trade designation of work and percentage of the Final Guaranteed Maximum Price each will perform.

- (b) *First tier subcontractor goal.* Where a first tier CSBE subcontracting goal has been established, bidders to the CM-at-Risk for contracts as Primary Trade Contractors shall submit at the time of bid submission to the CM-at-Risk ~~[[the Schedule of Intent Affidavit]]~~ >>a Certificate of Assurance, on the bid submittal due date and a Utilization Plan within the time period specified by SBD, <<identifying all CSBEs to be utilized to meet such goal, the trade designation of the work and the percentage of the bid each identified CSBE will perform. Failure to submit the required ~~[[Schedule of Intent Affidavit]]~~ >>Certificate of Assurance and Utilization Plan<< within the required time frame may render the bid >>der<< non-~~[[responsive]]~~ >>compliant<<, or subject to sanctions or penalties as outlined in the contract or the >>Implementing<< ~~[[Administrative]]~~ Order. The use of CSBEs at the Primary Trade Contractor level and at the level of contractors that directly contract with the Primary Trade Contractors shall count towards meeting the first-tier CSBE subcontractor goal on the contract. In addition, if the CM-at-Risk exceeds the first-tier CSBE subcontractor goal, the amount by which the first-tier CSBE subcontractor goal is exceeded shall count towards

fulfillment of the second, third and fourth tier subcontractor goal on that contract. However, if the CM-at-Risk exceeds the second, third and fourth tier subcontractor goal, the amount that the second, third and fourth tier subcontractor goal is exceeded shall not count towards fulfillment of the first-tier subcontractor goal.

- (c) *Second, third and fourth tier subcontractor goals.* Where a second, third or fourth tier subcontractor goal has been established for the actual construction portion of the work under a CM-at-Risk contract, the construction manager at risk awarded the contract shall notify SBD in writing, prior to initiating the process to select lower tier CSBEs whose participation will be utilized to meet such goal, of the name, address and tier level of the subcontractor who will award the lower tier subcontract to a CSBE, the scope of work for such lower tier subcontract and the bid submission date therefor. The construction manager at risk awarded the contract shall obtain SBD's approval prior to the award of any lower tier subcontract that will be utilized to meet a lower tier subcontract goal.
- (iii) *Reduction in established subcontractor goal and periodic reporting to the Commission.* After bid advertisement, or other formal public notice, the established subcontractor goal on a CM-at-Risk contract for construction management services may be reduced only with the approval of the County

Commission or Public Health Trust. After bid advertisement or other formal notice, the established subcontractor goal applicable to the actual construction portion of the work may be reduced only with the approval of the ~~[[Manager]]~~ >>Mayor<<. The County ~~[[Manager]]~~ >>Mayor<< shall periodically report to the Board of County Commissioners on all goals on Construction Manager-at-Risk contracts.

(iv) *Compliance responsibilities.* The ~~[[construction manager at risk]]~~ >>Construction Manager-at-Risk<< shall comply with the requirements of this subsection regarding any CSBE subcontractor goal that has been applied to any portion of the work of the CM-at-Risk contract.

c. *Application to contracts for environmental services where construction tasks are involved.* For contracts for environmental services where construction tasks are involved, CSBE subcontractor goals may be established by the County ~~[[Manager]]~~ >>Mayor<< upon the recommendation of ~~[[the Review Committee]]~~ >>SBD<< based on estimates made prior to awarding such tasks and of the availability of CSBEs to afford effective subcontracting therefor.

\* \* \*

9. *Advisory board:* There is hereby created a ~~[[Miami Dade County Advisory]]~~ >>Community Small Business Enterprise Advisory Board or CSBE Advisory Board<< ~~[[Board]]~~ for the CSBE Program. Board members shall be appointed by the Board of County Commissioners and shall consist of one each of the following:

\* \* \*

The terms of each member shall be two years.  
Members shall serve without compensation.

The ~~[[a]]~~ ~~>>A<<~~advisory board is created for the purpose of providing general program oversight and assisting ~~[[the Department of]]~~ Small Business Development in tracking and monitoring the results and effectiveness of the CSBE Program. The ~~[[a]]~~ ~~>>A<<~~advisory board shall not assume ~~[[the Department of]]~~ Small Business Development's administrative or other responsibilities. The ~~[[a]]~~ ~~>>A<<~~advisory board may serve as liaison between program participants and the local business community, recommend additional program incentives, participate in the recruitment of prospective participant's for the CSBE program, and review and report on the program's progress.

~~[[Within one (1) year after inception of the CSBE program, the advisory board shall recommend to the County Commission the maximum length of time a CSBE may participate in the program.]]~~

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

The County Mayor or designee shall approve the replacement of any of the delineated recommending organizations above, where said organization(s) fails to either (i) provide a list of recommended appointees within thirty (30) days of written notice from ~~[[the Department of]]~~ Small Business Development, or (ii) continue to operate in Miami-Dade County, or the appointed CSBE Advisory Board member fails to participate in board activities for a period of six (6) months. The current CSBE Advisory

Board shall provide the name(s) of a recommended replacement organization(s) to be considered by the County Mayor, by majority vote.

\* \* \*

(4) *Certification requirements:* The County Mayor or designee shall implement eligibility criteria and procedures for entities to be certified as CSBEs based on regulations outlined in this section. Firms exceeding size limits established hereunder and under Appendix A [which can be found in the County Clerk's office attached to Ordinance Number 97-52] are not eligible for contract measures or participation in these programs.

1. Small Business Development shall maintain ~~[[and publish at least every other week]]~~ an updated list of CSBEs, identifying each listed CSBE based on each Standard Industry Classification (SIC) category or North American Industry Classification System (NAICS) code and each specialty trade the CSBE is certified in, and noting what contracting participation level the firm is classified in.

\* \* \*

(5) *Enforcement:* Bid and contract documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a bidder's violation of or failure to comply with this ordinance or its implementing orders may result in the imposition of one (1) or more of the following sanctions:

- i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- ii. Work stoppage;
- iii. Termination, suspension, or cancellation of the contract in whole or part;

- iv. In the event a bidder or CSBE attempts to comply with the provisions of this ordinance through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the contract or require the termination or cancellation of the first tier subcontract for the project on which the bidder or CSBE committed such acts. In addition, and as a further sanction, the County Mayor or ~~[[his]]~~ >>Mayor's<< designee may impose any of the above-stated sanctions on any other contracts or first tier subcontracts the bidder or CSBE has on County projects. In each instance, the bidder or CSBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs. The bidder or CSBE may also be subject to debarment.
  
- v. The foregoing notwithstanding, the County Mayor or designee shall include language in all prospective contracts containing a CSBE measure which provides that, in addition to any other sanction for failure to fulfill the CSBE measure requirements, the contractor's eligibility to receive any future ~~[[e]]~~ >>C<<ounty contracts may be conditioned upon the contractor making up the deficit in CSBE participation in such future contracts by having CSBE(s) perform equal to double the dollar value of the deficiency in the CSBE measure 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 CSBE goal shall submit a CSBE Make-up Plan for the approval of the Director. A Make-up Plan ~~[[and a corresponding Schedule of Intent Affidavit]]~~ must be submitted as part of any bid or proposal ~~[[submitted-]]~~ for future contracts ~~[[at the time of bid or proposal submittal]]~~ >>as part of the Utilization Plan submitted via the County's web-based system<<. The ~~[[Schedule of Intent Affidavit]]~~ >>Make-up Plan<< must identify all CSBEs to ~~[[be utilized to-]]~~ meet the first tier



subcontractor goal and the trade designation of work each firm will perform in satisfaction of a make-up, in addition to any other goals that may be applicable. Failure to >>submit<< ~~[[include]]~~ the required ~~[[Schedule of Intent Affidavit]]~~ >>Make-up Plan<< with ~~[[bids or proposals]]~~ >>the Utilization Plan<< for any future contracts shall result in the submittal being deemed ~~[[nonresponsive]]~~ >>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 ~~[[p]]~~>>P<<lan, 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 ~~[[p]]~~>>P<<lan, 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 ~~[[p]]~~>>P<<lan, 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 ~~[[e]]~~>>C<<ounty 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 CSBE measure otherwise applicable to the future contract.

Some of the contractual violations that may result in the imposition of the sanctions listed in Subsection (5) above include, but are not limited to, the following:

1. A CSBE serving as a conduit for CSBE work awarded to a firm as a CSBE but which is being performed by a non-CSBE firm;

2. A prime contractor not meeting CSBE Program trade set-aside or subcontractor goal requirement;
3. Not obtaining or retaining CSBE certification while performing work designated for CSBE firms.
4. Failure >>of the prime contractor<< to [[submit monthly utilization reports]] >>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 CSBE 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 CSBE<<;
7. Deviation from the [[schedule of participation]] >>Utilization Plan<< without prior approval from SBD;
8. Termination of the CSBE's contract without prior approval from SBD;
9. Reduction of the scope of work of a first tier CSBE subcontract without prior approval from SBD. Reduction of the scope of work of a second, third or fourth tier CSBE subcontract utilized to meet a second, third or fourth tier subcontractor goal without prior approval of SBD;
10. Modifications to the terms and/or prices of payment to a CSBE without prior approval from SBD;
11. Failure to enter into a written first tier subcontract with a CSBE after listing the firm on a [[schedule of intent affidavit]] >>Utilization Plan<<.
12. Failure to enter into a written second, third or fourth tier subcontract with a CSBE utilized to meet a second, third or fourth tier subcontractor goal.

\*

\*

\*

(7) Penalties for [[Schedule of Intent]] >>Utilization Plan<< violations. If on three (3) separate occasions, a subcontractor executed a [[Schedule of Intent ("SOP") Affidavit]] >>Utilization Plan<< and subsequently becomes unavailable to perform or complete the work

A

for the prime contractor during the contract period, SBD shall suspend said subcontractor from certification for one (1) year. If SBD suspends the same subcontractor three (3) times due to its failure to perform pursuant to ~~[[an SOI]]~~ >>a Utilization Plan<< as stated above, SBD shall suspend the subcontractor for a minimum of five (5) years, or until such time as the subcontractor can show SBD that it is ready, willing and able to perform if five (5) years has elapsed.

\* \* \*

(9) *County responsibilities.* ~~[[The Department of]]~~ Small Business Development (or other County department designated by the County Mayor or designee) shall:

\* \* \*

7. Review and investigate reports of noncompliance, and make the appropriate recommendations to the County ~~[[Manager]]~~ >>Mayor<< as to penalties to be invoked;

\* \* \*

11. Upon completion of a contract or after final payment on a contract SBD shall review the final ~~[[Monthly Utilization Report]]~~ >>reporting of payments to subcontractors<< and other project documents to include final payments and make a determination as to whether the bidder met the CSBE measure. If the bidder has not met the CSBE measure, SBD will notify the bidder in writing of the deficit and corresponding sanctions for contractual violations.

\* \* \*

**Section 2.** Section 2-10.4.01 of the Code of Miami-Dade County, Florida, is hereby

amended to read as follows:

**Sec. 2-10.4.01. Small Business Enterprise Architecture and Engineering Program.**

\* \* \*

(2) *Definitions.* For the purposes of this section:

\* \* \*

>>I.

Certificate of Assurance means the departmental form submitted with proposal documents whereby the Proposer acknowledges: (i) Small Business Enterprise ("SBE") measures apply to the project; and (ii) Proposer 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]]>>I<<.

*Commercially useful function* means contractual responsibility for the execution of a distinct element of the work of an agreement by a firm and the carrying out of the contractual responsibilities by actually performing, managing, and supervising the work involved. Acting as a broker is not considered a commercially useful function. The determination of whether an activity is a commercially useful function shall include:

1. The evaluation of the amount of work subconsulted;
2. Normal industry practices;
3. The skills, qualifications, or expertise of the firm to perform the work;
4. Whether the firm's own personnel perform, manage, and/or supervise the work involved; and other relevant factors.

[[J]]>>K<<.      *Construction* means the building, renovating, retrofitting, rehabbing, restoration, painting, altering, or repairing of a public improvement.

[[K]]>>L<<.      *Continuing contract* shall mean the term "continuing contract" as defined in Section 2-10.4(1)(f).

[[L]]>>M<<.      *Debar* means to exclude a consultant, its individual officers, its shareholders with significant interests, its qualifying agent or its affiliated businesses from County agreements, whether as a prime consultant or subconsultant, for a specified period of time, not to exceed five (5) years.

[[M]]>>N<<.      *Design-build contract* means a single contract with a design-build firm for the design and construction of a public construction project.

[[N]]>>O<<.      *Design-build firm* means a partnership, corporation, or other legal entity which:

1. Partnership or joint venture, having at least one partner in compliance with either of the following two requirements:

- a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
- b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section

481.219[[3]], Florida Statutes,[[3]] to practice architecture; or certified under Section 481.319[[3]], Florida Statutes,[[3]] to practice landscape architecture.

2. An individual corporation or other legal entity in compliance with the following two requirements:

- a. Is certified under Section 489.119, Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; and
- b. Is certified under Section 471.023, Florida Statutes, to practice engineering; certified under Section 481.219[[3]], Florida Statutes,[[3]] to practice architecture; or certified under Section 481.319[[3]], Florida Statutes,[[3]] to practice landscape architecture.

[[0]]>>P<<.

*Firm* means any individual, firm, partnership, corporation, association, joint venture or other legal entity permitted by law to practice architecture, engineering, landscape architecture, design-build, and land surveying and mapping services, which has 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. No Firm shall be certified as a CBE-A/E where the personal net worth of any of its owners is more than one million five hundred thousand dollars (\$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 average gross revenues, personal net worth of owners and payroll shall be subject to audit.

[[P]]>>Q<<.

*Graduation* means the CBE-A/E has exceeded either the personal net worth, or the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.

[[Q]]>>R<<.

*Joint venture* means ~~[[an association of two or more CBE-A/Es]]~~ >>a business arrangement of two or more parties, in which at least one is a CBE-A/E that agrees to pool its resources for the purpose of accomplishing a specific task. The details of Joint Venture participation in the CBE-A/E program shall be provided in Implementing Order No. IO 3-32<<. ~~[[Joint ventures shall be subject to the size limitations set forth in this section; such size limitations include affiliates as set forth in Appendix A to the ordinance from which this section derives.]]~~

>>S.

Make-up Plan means a plan whereby a proposer 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 Architecture and Engineering makeup requirement, identifying the certified CBE-A/E 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.

T.

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. The details of this program shall be provided in Implementing Order No. IO 3-32.<<

[[R]]>>U<<.

Multiple Projects Contract is a contract for a "project" which constitutes a grouping of minor or substantially similar construction, rehabilitation or renovation activities as defined in Section 2-10.4(1)(e)(1) and (2).

[[S]]>>V<.

Owned means having all the customary incidents of ownership, including the right of disposition, and the right or obligation to share in all risks and profits commensurate



with the degree of ownership interest.

[[F]]>>W<<.

*Professional services* are those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

[[U]]>>X<<.

*Project Specific awards* are contracts for professional services between Miami-Dade County and a firm whereby the firm provides professional services to the agency for work of a specified nature for a fixed capital study or planning activity.

[[V]]>>Y<<.

*Prompt Payment.* It is the intent of the County that all firms, including CBE-A/Es providing professional services to the County, shall receive payments promptly in order to maintain sufficient cash flow

1. Contracts with CBE-A/E set-asides, or subconsultant goals shall require that billings from consultants under prime professional services agreements with Miami-Dade County, or the Public Health Trust that are a CBE-A/E contract set-aside or which contain a set-aside or subconsultant goal shall be promptly reviewed and payment made by the County or Trust on those amounts not in dispute within fourteen (14) calendar

days of receipt of such billing by the County, or the Trust.

2. ~~[[The Department of]]~~ Small Business Development may investigate reported instances of late payments to CBE-A/Es. The County Mayor or designee shall establish an administrative procedure for the resolution of written complaints pertaining to underpayment of professional services.

[[W]]>>Z<<.

*Proposal* means a proposal, letter of interest, letter of participation or offer by any proposer in response to any kind of invitation, request or public announcement to submit such proposal, letters of interest, letter of participation or offer to perform the agreement.

[[X]]>>AA<<.

*Proposer* means any firm that submits a proposal to provide professional services.

[[Y]]>>BB<<.

*Qualifier* means the individual who qualifies the firm professional license holder as required by Florida Statute.

[[Z]]>>CC<<.

*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 public input requires deliberation regarding the measures/goals recommendations. The RC will make recommendations to the Mayor or designee as needed.

[[AA]]>>DD<<. *SBD* means >>the Division of<<  
Small Business Development >>or  
successor division or department<<.

[[BB]]>>EE<<. *Small Business Enterprise  
Architecture & Engineering* [(CBE-  
A/E)—]]means a firm providing  
architectural, landscape  
architectural, engineering, or  
surveying and mapping professional  
services, including a design-build  
firm, 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 (3)  
year average annual gross revenues  
do not exceed \$500,000.00 for all  
Tier 1 CBE-A/Es, \$2,000,000.00 for  
all Tier 2 CBE-A/Es, \$4,500,000.00  
for Tier 3 CBE-A/Es in the case of  
architectural services, or  
\$6,000,000.00 for Tier 3 CBE-A/Es  
in the case of landscape architectural  
services, engineering, and surveying  
and mapping services. A CBE-A/E  
will graduate out of the program  
once it has exceeded the Tier CBE-  
A/E size limits based on its three-  
year average annual gross revenues.  
As part of the certification process,  
CBE-A/Es must go through a  
technical certification process,  
which will be used to determine  
which of the technical certification  
categories the CBE-A/E will be  
placed in. A firm's eligibility to  
participate in the CBE-A/E program  
shall be determined based on the  
cumulative adjusted gross revenues  
of the applicant firm in combination  
with that of all of the firm's affiliates  
as provided in Appendix A. No firm  
shall be certified as a CBE-A/E

where the personal net worth of any of its owners is more than \$1,500,000.00, 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 average gross revenues, personal net worth of owners and payroll shall be subject to audit. The Contracting Participation Levels are as follows:

- i. Tier 1 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping services[[-]]>>\_\_-\_\_<<3-year average annual gross revenues of \$0 to \$500,000.00.
- ii. Tier 2 CBE-A/Es in the case of architectural, landscape architectural, engineering, or surveying and mapping services[[-]]>>\_\_-\_\_<<3-year average annual gross revenues of \$500,000.01 to \$2,000,000.00.
- iii. Tier 3 CBE-A/Es in the case of architectural services[[-]]>>\_\_-\_\_<<3-year average annual gross revenues of \$2,000,000.01 to \$4,500,000.00.
- iv. Tier 3 CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services[[-]]>>\_\_-\_\_<<3-year average annual gross

revenues of \$2,000,000.01 to \$6,000,000.00.

The County Mayor or designee shall be authorized to adjust the CBE-A/E size limits every five (5) years at his/her discretion based on the local 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 Consumer Price Index 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.

~~[[EE]]~~>>FF<<. *Subconsultant goal* means a proportion of a prime agreement value stated as a percentage to be subconsulted to Tier 1 and Tier 2 CBE-A/Es to perform a commercially useful function.

~~[[DD]]~~>>GG<<. *Suspension* means temporary debarment for a period not to exceed two (2) years.

~~[[EE]]~~>>HH<<. *Technical certification* means a certification approved by the Miami-Dade County Technical Certification Committee to allow a firm to submit proposals on, and receive award of, County agreements for architectural, engineering, landscape architecture, or surveying and mapping services. Firms may be certified in several different technical certification categories.

[[FF]]>>II<<. *Tier 1 Set-Aside* means reservation for competition solely among Tier 1 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees is \$500,000.00 or less. Tier 2 CBE-A/Es may not compete for Tier 1 CBE-A/E set-asides as prime consultants, unless Tier 1 CBE-A/E prime consultant unavailability exists.

[[GG]]>>JJ<<. *Tier 2 Set-Aside* means reservation for competition solely among Tier 1 and/or Tier 2 CBE-A/E prime consultants and Tier 1 and/or Tier 2 CBE-A/E subconsultants of a given prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees are between \$500,00.01 and \$[[H]]>>2<<,000,000.00. Tier 1 CBE-A/Es may compete for Tier 2 CBE-A/E set-asides as prime consultants. Tier 3 CBE-A/Es may not compete for Tier 2 CBE-A/E set-asides as prime consultants, unless Tier 1 and Tier 2 CBE-A/E prime consultant unavailability exists.

[[HH]]>>KK<<. *Tier 3 Set-Aside* means reservation for competition solely among Tier 1, Tier 2 and/or Tier 3 CBE-A/E prime consultants and Tier 1, Tier 2 and/or Tier 3 CBE-A/E subconsultants of a given prime County agreement for

architectural, landscape architectural, engineering, or surveying and mapping professional services when the estimated cost of professional service fees \$[[4]]>>2<<,000,000.01 or greater. Tier 1 and Tier 2 CBE-A/Es may compete for Tier 3 CBE-A/E set-asides as prime consultants.

>>LL. Utilization Plan means the plan whereby a proposer submits via the County's web-based system its commitment that if awarded the agreement, it will enter into written subconsultant agreements with the identified CBE-A/Es for the scope of work and at the percentages set forth in the Utilization Plan within the time frame specified by SBD.<<

[[H]]>>MM<<. *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.

(3) *Program Components:*

A. *Application.* Except where federal or state laws or regulations mandate to the contrary, the provisions of this section shall require review of all project specific contracts, design-build contracts, and multiple contracts for architectural, landscape architecture, engineering, and surveying and mapping professional services funded in whole or in part with County funds and all leases and contracts for privately funded construction on County-owned land to determine the appropriateness of applying measures as set forth in

this section. The CBE-A/E Program shall not apply to continuing contracts. The County ~~[[Manager]]~~>>Mayor<< or his or her designee shall take steps to ensure that the Small Business Enterprise Architecture & Engineering ~~[[CBE-A/E]]~~ objective of assuring that not less than ten (10) percent of the County's total annual expenditures for professional architectural, landscape architectural, engineering, and surveying and mapping services, are expended with CBE-A/Es certified under this section is met. The provisions of this section shall apply to all departments and agencies of the County and the Public Health Trust. The words County ~~[[Manager]]~~>>Mayor<< in this section shall mean the County ~~[[Manager]]~~>>Mayor<< or his or her designee. All leases and contracts for privately funded construction on County-owned land for which measures are determined to be appropriate under this section shall contain specific provisions to implement the intent of the CBE program in a manner consistent with its application to County design contracts. >>A Small Business Enterprise Goods Program and Small Business Enterprise Services Program goal(s) may be applied to projects with an estimated value over \$700,000.<< Notwithstanding the foregoing, this section shall not apply to privately funded construction on any County-owned facilities or property where the total value of the construction is two hundred thousand dollars (\$200,000.00) or less.

B. *Miami-Dade County Small Business Enterprise Architecture & Engineering Program:*

1. *Agreement Set-Asides:* The County Commission, or Public Health Trust may determine it is in its best interest to set-aside a prime County agreement for architectural, landscape architectural, engineering, or surveying and mapping professional services when determined, prior to proposal advertisement, that there are at least three (3) Tier 1>>, Tier 2,<< and/or Tier ~~[[2]]~~>>3<< CBE-A/Es available. On a set-aside agreement,



the successful proposer must be a certified Tier 1>>, Tier 2,<< and/or Tier [[2]]>>3<< CBE-A/E; one hundred (100) percent of the total estimated value of professional services of the agreement must be performed by either the successful proposer, or the successful proposer and other certified Tier 1>>, Tier 2,<< and/or Tier [[2]]>>3<< CBE-A/Es.

Transferring to, or substitution of, a non first tier CBE-A/E through subconsulting or otherwise all or part of the actual work of a set-aside agreement is prohibited unless such transfer receives prior approval from ~~[[the Department of-]]~~Small Business Development as consistent with normal industry practice except as allowed under (commercially useful function) above.

2. *Subconsultant goals:* The County Commission, or Public Health Trust may establish subconsultant goals to be applied to a particular agreement based on estimates made prior to proposal advertisement of the quality, quantity and type of subconsulting opportunities provided by the agreement, and of the availability of ~~[[[]]]~~first>>, second,<< and ~~[[second]]~~>>third<< tier~~[[[]]]~~ CBE-A/Es to afford effective subconsulting competition therefor. After proposal advertisement, or other formal public notice, the established subconsultant goal may be reduced only with the approval of the County Commission or Public Health Trust.

Proposal documents shall require proposers to submit a ~~[[Letter of Agreement]]~~ >>Certificate of Assurance acknowledging all Small Business Enterprise goals assigned to the project and the submittal of a Utilization Plan via the County's web-based system within the time frame identified by SBD.<<[[, or equivalent, for each subconsultant to be utilized in satisfaction of a subconsultant goal.]] The ~~[[Letter of Agreement]]~~>>Utilization Plan<<[[— or equivalent,]] shall be ~~[[signed]]~~>>submitted<<

by the prime and the subconsultant and shall ~~[[be required to confirm]]~~ at a minimum state the type of work that the subconsultant will perform, the technical certification category, and the percentage that the amount of the fees payable to the subconsultant bears to the overall fees payable under the contract. Failure to submit the required ~~[[Letter of Agreement or equivalent,]]~~ >>Certificate of Assurance<< at the time of proposal submission >>, and submit the Utilization Plan via the County's web-based system within the time frame specified by SBD, <<shall render the [[proposal nonresponsive]]>>proposer non-compliant. A CBE-A/E firm may fulfill a subconsultant goal in only one (1) goal type per contract <<. ~~[[Proposers may cure immaterial irregularities in the Letter of Agreement submitted not later than forty eight (48) hours following written notification by the Department of Small Business Development. Immaterial irregularities shall be those items which, in the County's sole discretion, do not, affect either the assurance of agreement between the prime proposer and the subconsultant or the proposer's assurances to the County that the stated measure will be met. Immaterial irregularities include those correctable items specifically identified in the form approved by the Director of Small Business Development for purposes of verifying compliance. Failure of a proposer to cure the immaterial irregularities within the stated period following notification shall result in disqualification of the proposer for contract award.]]~~

Proposal documents shall include documentation demonstrating the basis for the subconsultant goal established in the contract. Any proposer may challenge or protest the goal by submitting to SBD or the Contracting Officer no later than ten (10) business days prior to the scheduled proposal submission date the reasons for such a challenge or protest in writing. Challenges or protests to a CBE-A/E goal by

proposers after that time, or based on reasons not provided in writing within the time frame stated above, shall not be considered by the County Commission. A successful prime proposer or joint venture certified as a CBE-A/E may perform up to one hundred (100) percent of a CBE-A/E subconsultant goal with its own forces provided that the ~~[[Letter of Agreement, or equivalent]]~~ >>Certificate of Assurance and subsequent Utilization Plan<<, as filed with the proposal submission >>and submitted via the County's web-based system << identifies such prime proposer or joint venture as performing such work.

~~[[Proposers who believe that they will fail to meet the specified subconsultant goal due to lack of available first and second tier CBE-A/Es, in order to remain eligible for award of the agreement, must notify SBD in writing at least fourteen (14) calendar days prior to proposal submitted date, advising SBD of the lack of available first and second tier CBE-A/Es and providing full documentation of their efforts to obtain the services of first and second tier CBE-A/Es to meet the goal.]]~~

Proposal documents shall provide that:

- (i) Only expenditures to ~~[[first and second tier—]]~~ CBE-A/Es for performing a commercially useful function shall be counted toward meeting a specified subconsultant >> or subcontractor << goal;
- (ii) Expenditures to ~~[[first and second tier]]~~ CBE-A/Es for acting essentially as a conduit to transfer funds to a non-CBE-A/E shall not be counted toward meeting a subconsultant >>or subcontractor << goal unless such conduct receives prior approval from ~~[[the Department of—]]~~ Small Business Development as

consistent with normal industry practice;  
and

- (iii) Expenditures to ~~[[first and second tier]]~~ CBE-A/Es who subconsult work further to non-CBE-A/Es shall not be counted toward meeting a subconsultant goal unless such subconsulting receives prior approval from ~~[[the Department of]]~~ Small Business Development as consistent with industry practice.
- (iv) Only expenditures to ~~[[first and second tier]]~~ CBE-A/Es made under written subconsultant agreement executed by both the prime proposer and the ~~[[first and second tier]]~~ CBE-A/E shall be counted towards meeting the subconsultant goal.

3. *Graduation:* Upon review, any CBE-A/E that exceeds the personal net worth or Tier 2 CBE-A/E size limits established by this section shall be graduated from the CBE-A/E program upon notification by SBD. These firms shall be allowed to complete any currently awarded agreements and remain eligible to be awarded agreements as primes or subconsultants for proposal(s) submitted prior to notice of graduation. However, the graduated firm will not be eligible to receive any new agreements under the CBE-A/E program.

\* \* \*

(4) *Certification Requirements:* The County Mayor or designee shall implement eligibility criteria and administrative procedures for firms to be certified as CBE-A/Es based on regulations outlined in this section. Firms exceeding size limits established hereunder and under Appendix A of the ordinance from which this section derives are not eligible for measures or participation in these programs.

- 1. ~~[[The Department of]]~~ Small Business Development ~~[[SBD]]~~ shall maintain~~[[—and~~

~~publish at least monthly]]~~ an updated list of CBE-A/Es.

\* \* \*

(5) *Sanctions for contractual violations:* Proposal and agreement documents shall provide that, notwithstanding any other penalties or sanctions provided by law, a proposer's or subconsultant's violation of or failure to comply with this section or its implementing administrative orders may result in the imposition of one or more of the following sanctions:

- i. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- ii. The issuance of fines upon prime consultants for violations of this section;
- iii. Work stoppage;
- iv. The issuance of a make-up requirement up to two times the value of subconsultant goal;
- v. Termination, suspension, or cancellation of the agreement in whole or part;
- vi. In the event a proposer or CBE-A/E attempts to comply with the provisions of this section through fraud, misrepresentation, or material misstatement, or is found after a hearing to have discriminated in violation of Article VII of Chapter 11A of the Miami-Dade County Code, the County shall, whenever practicable, terminate the agreement or require the termination or cancellation of the subconsultant agreement for the agreement on which the proposer or CBE-A/E committed such acts. In addition, and as a further sanction, the County ~~[[Manager]]~~>>Mayor<< or his or her designee may impose any of the above-stated sanctions on any other agreements or subconsultant agreements the proposer or CBE-A/E has on County projects. In each instance, the proposer or CBE-A/E shall be responsible for all direct and indirect costs

associated with such termination or cancellation including attorney's fees and costs. The proposer or CBE-A/E may also be subject to debarment.

>>vii. The foregoing notwithstanding, the County Mayor shall include language in all prospective contracts containing a CBE-A/E measure which provides that, in addition to any other sanction for failure to fulfill the CBE-A/E measure 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 CBE-A/E participation in such future contract by having CBE-A/Es perform work equal to double the dollar value of the deficiency in the CBE-A/E measure in the prior contract. Contract language shall provide that in order to be eligible for future county contracts, a proposer who fails to meet an established CBE-A/E goal shall submit a CBE-A/E Make-up Plan for the approval of the Director. A Make-up Plan must be submitted as part of any 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 CBE-A/Es to meet the subconsultant 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 proposer 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 proposing and/or otherwise participating on County contracts as a prime or subconsultant for a six (6) month period. A proposer 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 proposing and/or otherwise participating on County contracts as a prime or subconsultant for a one (1) year period. A proposer 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 proposing 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 CBE-A/E measure otherwise applicable to the future contract.<<

Some of the violations that may result in the imposition of the sanctions listed in Section (5) above include, but are not limited to, the following:

1. A CBE-A/E serving as a conduit for CBE-A/E work awarded to a firm as a CBE-A/E but which is being performed by a non-CBE-A/E firm;
2. A prime successful proposer not meeting CBE-A/E Program set-aside or subconsultant goal requirements;
3. Not obtaining or retaining CBE-A/E certification while performing work designated for CBE-A/E firms;
4. Failure to ~~[[submit monthly utilization reports]]~~>>report payments to subconsultants or subcontractors via the County's web-based system, or failure of subconsultants or subcontractors to confirm payments upon notification by the prime contractor, within the specified time frame<<;
5. Failure to comply with CBE-A/E 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 CBE-A/E;
7. Deviation from the ~~[[Letter of Agreement, or equivalent,]]~~>>Utilization Plan<< without prior approval from SBD;

8. Termination of the CBE-A/E's agreement without prior approval from SBD;
9. Reduction of the scope of work of a CBE-A/E subconsultant agreement without prior approval from SBD;
10. Modifications to the terms and/or prices of payment to a CBE-A/E without prior approval from SBD;
11. Failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a ~~[[Letter of Agreement, or equivalent,]]~~>>Utilization Plan; and<<[[-]]
12. Failure to pay subconsultants promptly and in accordance with the administrative procedures under this section.

\* \* \*

- (8) *County responsibilities.* ~~[[The Department of]]~~ Small Business Development (or other County department designated by the County Mayor) shall:

\* \* \*

**Section 3.** Section 2-8.1.1.1.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

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

\* \* \*

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

\* \* \*

>>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.<<

[[7]]>>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.

[[8]]>>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.

[[9]]>>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.

[[10]]>>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.

[[11]]>>12<<. *Joint venture* means ~~[[an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.]]~~>>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.<<.

[[12]]>>14<<. *Management and Technical Assistance (MTA)* means a program designed to provide direct and indirect assistance for small business enterprise development.

[[13]]>>15<<. *Mentor-Protégé 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 [[M]]>>m<<entor firms.>> The details of this program shall be provided in Implementing Order No. IO 3-41.<<

[[14]]>>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.

[[15]]>>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.

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[[16]]>>18<<.SBD means the Division of Small Business Development or successor division or department.

[[17. ~~Schedule of Intent Affidavit (SOI)~~  
means a form contained in the bid documents of an SBE contract set aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set aside or the goal, and the scope of work each will perform, including the services to be provided, and the percentage value of such work.]]

[[18]]>>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.

[[19]]>>20<<.Small Business Advisory Board is the board established for the purpose of supporting and promoting the Small Business Enterprise Program(s).

[[20]]>>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 (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

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(iii) Tier 3 — \$2,000,000.01 to  
\$5,000,000.

No firm shall be certified as a SBE where the personal net worth of any of its owners is more than one million five hundred thousand dollars (\$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.

[[24]]>>22<<.Service means work offered for public or private consumption that does not consist primarily of goods.

[[22]]>>23<<. *Set-aside* means the designation of a given contract for competition among SBEs.

[[23]]>>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).<<

[[24]]>>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.

[[25]]>>27<<. *Work* means the provision of services, as defined herein.

(3) *Program.*

\* \* \*

- (c) *Contracts Greater than \$100,000.* The following SBE measures may be applied to

contracts greater than one hundred thousand dollars (\$100,000.00):

\* \* \*

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 [[Schedule of Intent Affidavit with those SBE subcontractors the bidder proposes to utilize in order for such proposed participation to be eligible to be counted towards meeting the goal]]>>Certificate of Assurance acknowledging the required measure and submission of a Utilization Plan via the County's web-based systems.<< Each [[Schedule of Intent Affidavit shall be in writing,]]>>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 ~~[[document duly executed by the proposer and any SBE proposed to be used in satisfaction of a goal which states the percentage that the amount of the SBE's contract bears to the overall contract amount. Copies of the Schedule of Intent Affidavits reflecting the amounts constituting the stated percentages shall be included together with the pricing proposal. Each Schedule of Intent Affidavit shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Services Program. Upon notification from SBD, bidders are allowed up to 48 hours to cure correctable defects on the Schedule of Intent Affidavit.]]>>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.<<

\* \* \*

- (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 administrative orders 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, 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, 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, SBE has on County projects. In each instance, the bidder, SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs

The foregoing notwithstanding, the County Mayor 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 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 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, 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 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.

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 ~~[[schedule of intent affidavit]]>>~~Utilization Plan<<, may result in the imposition of one or more of the sanctions listed in Subsection (j) above.

\* \* \*

**Section 4.** Section 2-8.1.1.1.2 of the Code of Miami-Dade County, Florida, is hereby

amended to read as follows:

**Sec. 2-8.1.1.1.2. Small Business Enterprise Goods Program.**

\* \* \*

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

\* \* \*

>>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.<<

[[7]]>>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.

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[[8]]>>9<<. *Contract* means an agreement for the purchase of goods. Contract does not mean: an agreement to purchase, lease, or rent real property; or a grant, license, permit, franchise or a concession.

[[9]]>>10<<. *Goods* means any tangible product, material or supply that is not a service.

[[10]]>>11<<. *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]]>>12<<. *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]]>>13<<. *Joint venture* means ~~[[an association of two or more persons, partnerships, corporations or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses.]]~~>>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-Goods program shall be provided in Implementing Order No. IO 3-41.

14. 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 Goods makeup requirement, identifying 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 within the time frame specified by SBD.<<

[[13]]>>15<<. Management and Technical Assistance ("MTA") means a program designed to provide direct and indirect assistance for small business enterprise development.

[[14]]>>16<<. Mentor-Protégé 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.<<

[[15]]>>17<<. Prompt Payment is the intent of the Board that all firms, including SBEs providing services to the county, receive payments promptly as specified herein.

[[16]]>>18<<. 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.

[[17]]>>19<<.SBD means the Division of Small Business Development or successor division or department.

[[18. ~~Schedule of Intent Affidavit ("SOI") means a form contained in the bid documents of an SBE contract set aside or a contract with subcontractor goals in which bidders list at the time of bid submission all SBEs to be used to meet the set aside or the goal, and the scope of work each will perform, including the services to be provided, and the percentage value of such work.~~]]

[[19]]>>20<<.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]]>>21<<.Small Business Advisory Board is the board established for the purpose of supporting and promoting the Small Business Enterprise Program(s).

[[24]]>>22<<.Small Business Enterprise ("SBE">> or "SBE-Goods"<<) means a business entity certified by SBD, providing 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:

- (iv) Micro Tier 1 — \$0 to \$750,000;
- (v) Micro Tier 2 — \$750,000.01 to \$2,000,000; or
- (vi) 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 one million five hundred thousand dollars (\$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.

[[22]]>>23<<. *Set-aside* means the designation of a given contract for competition among SBEs.

[[23]]>>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).<<

[[24]]>>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.

[[25]]>>27<<. *Work* means the provision of goods, as defined herein.

(3) *Program.*

\* \* \*

- (c) *Contracts Greater than \$100,000.* The following SBE measures may be applied to contracts greater than one hundred thousand dollars (\$100,000.00):

\* \* \*

2. *Subcontractor goals:*

3.

- 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 goods 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 ~~[[Schedule of Intent Affidavit with those SBE subcontractors the bidder proposes to utilize in order for such proposed participation to be eligible to be counted towards meeting the goal]]~~>>Certificate of Assurance acknowledging the required measure

and a Utilization Plan shall be submitted via the County's web-based system.~~<< Each [[Schedule of Intent Affidavit — shall — be — in writing,]]>>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 goods 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 [[document duly executed by the proposer and any SBE proposed to be used in satisfaction of a goal which states the percentage that the amount of the SBE's contract bears to the overall contract amount. Copies of the Schedule of Intent Affidavits reflecting the amounts constituting the stated percentages shall be included together with the pricing proposal. Each Schedule of Intent Affidavit shall incorporate the prompt payment obligations and rights provided by the Small Business Enterprise Goods Program. Upon notification from SBD, bidders are allowed up to 48 hours to cure correctable defects on the — Schedule — of — Intent Affidavit.]]>>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 goods 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 goods 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 goods 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 goods 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 goods the SBE is to provide and the percentage of work the SBE is to perform. A SBE-Goods firm may fulfill a subcontractor goal in only one goal type per contract.<<

\* \* \*

(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 administrative orders 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.

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4. In the event a bidder, 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, 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, SBE has on County projects. In each instance, the bidder, SBE shall be responsible for all direct and indirect costs associated with such termination or cancellation including attorney's fees and costs.

The foregoing notwithstanding, the County Mayor 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 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.

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;

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2. a prime contractor not meeting SBE Goods 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 ~~[[schedule of intent affidavit]]~~>>Utilization Plan<<, may result in the imposition of one or more of the sanctions listed in Subsection (j) above.

\* \* \*

**Section 5.** Section 2-11.16 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

**Sec. 2-11.16. County construction contracts.**

\* \* \*

- (b) The specifications for each competitively bid County contract in excess of one hundred thousand dollars (\$100,000.00) for the construction, alteration and/or repair, including painting or decorating, of public buildings or public works shall specify an initial overall per hour rate to be paid to each craft or type of employee necessary to perform the contract work as listed in local area nondiscriminatory negotiated contracts (hereinafter referred to for purposes of this subsection (b) as "negotiated contracts") between organizations which represent employees and contractors. In ascertaining the initial overall per hour rate to be paid, the minimum standard shall be the combined overall dollar value on an hourly basis of the wages (paid as set forth below) and of the hospitalization, medical, pension and life insurance benefits (paid as set forth below) for such craft or type of employee under negotiated contracts in effect as of January 1st of the calendar year in which said proposal bid is expected to be advertised, or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this

Section, under the negotiated contracts in effect as of January 1st of the calendar year in which said proposed lease or contract is expected to be executed. Thereafter, the specifications shall provide that the overall per hour rate to be paid for work performed under the contract during each subsequent calendar year shall be the overall per hour rate in effect as of January 1st, of the year in which the work is performed. If a particular craft or type of employee is not listed in such negotiated contracts, in ascertaining the initial overall per hour rate to be paid those employees, the minimum standard shall be the combined overall dollar value on an hourly basis of the "basic hourly rate of pay" (as defined in 29 CFR 5.24) (paid as set forth below) and of the fringe benefits payments (paid as set forth below) for hospitalization, medical pension and life insurance benefits for such craft or type of employee under the Secretary of Labor's wage determination (made pursuant to the provisions of the Davis-Bacon Act) in effect for Miami-Dade County, Florida, as of the end of the calendar year in which the proposed bid is expected to be advertised. The foregoing and the provisions of Section 2-11.16(e) notwithstanding, where not otherwise precluded by state or federal law, the overall per hour rate shall be the higher rate under this Section 2-11.16 or the rate of wages to be paid under the requirements of the Davis-Bacon Act; provided, further, that the overall per hour rate shall not be the higher rate if the federal government requires the County as a condition of receiving federal funds for a project to pay no more than the wages as determined by the U.S. Department of Labor under the Davis-Bacon Act on project contracts. The specifications for such contracts shall:

- (i) Include a sum certain in dollars and cents as an initial overall per hour rate for each craft or type of employee to be paid for work performed during the period commencing on the date of issuance of the notice to proceed and continuing through the calendar year (or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section, ending the last day of the calendar year in which the lease or contract was executed). The specifications shall further provide that the overall per hour rate to be

paid for work performed during the year period commencing the next January 1st after the date of issuance of the notice to proceed (or, in the case of a lease or contract providing for privately funded construction on County-owned land subject to this Section after the date of execution of such lease or contract) shall be such rate (as determined in accordance with subsection (b) above) for that calendar year and shall be updated thereafter on each subsequent January 1st to the rate (as determined in accordance with subsection (b) above) for the ensuing calendar year until completion of the contract work; and

- (ii) Mandate the contractor to whom the contract is awarded, and any of its subcontractors performing any of the contract work, pay not less than the specified overall per hour rate adjusted over the term of the contract as provided in subsubsection (i); and
- (iii) Provide that the contractor, and any of its subcontractors, may fulfill the obligation to pay such specified overall per hour rate by payment to the employee of the hourly wage rate listed in the negotiated contracts (or, if applicable, under subsubsection (i) above, the "basic hourly rate of pay" as defined in 29 CFR 5.24 contained in the Secretary of Labor's wage determination) for such craft or type of employee plus either: (i) payment on the employee's behalf of the cost (on an hourly basis) of the hospitalization, medical, pension and life insurance benefits specified for such craft or type of employee; or, (ii) payment to the employee (in addition to the listed hourly wage rate, or "basic hourly rate of pay if applicable) of an amount equal to the hospitalization, medical, pension and life insurance benefits (on an hourly basis) contractors are required to provide under the negotiated contracts (or, if applicable, under subsubsection (i) above, an amount equal to the fringe benefit payments on an hourly basis for hospitalization, medical, pension and life insurance benefits contained in the Secretary of Labor's wage determination) for such craft or type of employee.

Payments to employees shall be counted towards fulfillment of the above obligation only to the extent that such payments are made by check or money order; and

- (iv) Provide that the contractor, and each subcontractor under him >>or her<<, shall post in a conspicuous place on the site where such contract work is performed: (1) the schedule of the specified overall per hour rate for each applicable classification specified by such negotiated contracts; (2) the amount of liquidated damages for any failure to pay such rates; and (3) the name and address of the responsible official in Miami-Dade County to whom complaints should be given; and
- (v) Provide that there may be withheld from the contractor so much of accrued payments as may be considered necessary by the contracting officer to pay to employees employed by the contractor (or any subcontractor under him >>or her<<) in the performance of the contract work the difference between the overall per hour rate required by the contract to be paid employees on the work and the amounts received by such employees and not refunded to the contractor, and any of its subcontractors or their agents; and
- (vi) Require the contractor and each subcontractor under him>> or her<< to ~~[[keep, or cause to be kept,]]~~>>submit via the County's web-based system<< accurate written records signed under oath as true and correct showing the names, Social Security numbers, and craft classifications of all employees performing work on said contract, the hours and fractions of hours for every type of work performed by each employee, the combined dollar value of all wages, any contributions to benefit plans and payments made to each employee of the overall per hour rate required by this Section and further require the contractor to submit to the County a list of all subcontractors and the names and Social Security numbers of all employees thereof who performed work each day on the contract and further require each subcontractor to

also submit to the County a list of the names and Social Security numbers of its employees who performed work each day on the contract>>. The contractor and each subcontractor shall, by the 10th of each month, submit to the County (or if requested, within the requested time frame) certified payroll showing the employer's payroll records for work performed in the previous month via the County's web-based system. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period<<; and

- (vii) Provide that no contractor (or subcontractor under him >>or her<<) may terminate an employee performing work on the contract because of the employee's filing a complaint regarding payment of required overall per hour rates.
- (c) Miami-Dade County shall periodically examine the records required to be kept under subsection (vi) of subsection (b) of this section.
- (d) The County Mayor shall establish an administrative procedure for monitoring compliance with and enforcement of the requirements of this Section. Such procedure shall provide that:
  - (i) SBD may conduct investigations of compliance with the requirements of this Section and issue written notices to a contractor (or subcontractor under the contractor) when it determines based on such investigation that the contractor (or subcontractor) has not complied herewith;
  - (ii) The contractor or subcontractor shall respond in writing to the notice of noncompliance;
  - (iii) Based on the response, ~~[[D]]~~>>S<<BD may determine to rescind the notice of noncompliance or to conduct a Compliance Meeting with the affected contractor or subcontractor at which any additional evidence may be presented;

- (iv) ~~[[D]]~~>>S<<BD shall make a written compliance determination following any Compliance Meeting. A determination that the contractor or subcontractor has not complied with the requirements of this Section shall state the basis therefore and shall advise the contractor or subcontractor of its right to file a written request >>along with a nonrefundable filing fee to be established by implementing order, within thirty (30) days of issuance of the notice,<< with the County ~~[[Manager]]~~>>Mayor<< within 30 calendar days to schedule an administrative hearing before a hearing officer to appeal the determination as provided below; and
- (v) A contractor or subcontractor who fails to respond to a notice of noncompliance, fails to attend a Compliance Meeting, or who does not timely request an administrative hearing from an adverse compliance determination made by ~~[[D]]~~>>S<<BD after a Compliance Meeting shall be deemed not to have complied with the requirements of this ordinance as stated in the notice or determination of non-compliance and, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the employee and the contractor or subcontractor shall be fined the applicable penalty for such underpayment as provided in this subsection (d). A contractor or subcontractor who does not make the required payment of the underpaid wages or who does not pay any fine imposed hereunder shall not be deemed responsible to perform subsequent County construction contracts and shall be ineligible to be awarded such contracts for so long as the identified underpayment or any penalties imposed therefor remain outstanding, not to exceed three years.
- (vi) Upon timely receipt of a request for an administrative hearing before a hearing officer to appeal a determination of noncompliance, ~~[[the County Mayor shall appoint a hearing officer and fix a time for an administrative hearing thereon.]]~~>>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.

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.<<

A notice of hearing (together with a copy of SBD's determination of noncompliance) shall be served upon the contractor (or subcontractor). Upon completion of the hearing, the hearing officer shall submit proposed written findings and recommendations together with a transcript of the hearing to the County Mayor within a reasonable time. The County Mayor shall determine whether the contractor (or subcontractor) failed to comply with the requirements of this ordinance. If the Mayor's determination is that the contractor (or subcontractor) failed to comply, and that such failure was pervasive, the Mayor may order that the contract work be suspended or terminated, and that the noncomplying contractor (or subcontractor) and the principal owners thereof be prohibited from bidding on or otherwise participating in County contracts for the construction, alteration and/or repair, including painting or decorating of public buildings or public works for a period of up to three

(3) years. In addition, in the case of underpayment of the required overall per hour rate, an amount sufficient to pay any underpayment shall be withheld from contract proceeds and remitted to the affected employees and the contractor or subcontractor shall be fined the penalties provided below. If the Mayor's determination 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 may, in the case of underpayment of the required overall per hour rate, order an amount equal to the amount of such underpayment be withheld from the contractor and remitted to the employee, and may also fine the contractor or subcontractor for such noncompliance as follows: for the first underpayment, a penalty in an amount equal to 20% of the amount thereof; for the second underpayment, a penalty in an amount equal to 40% thereof; for the third and successive underpayments, a penalty in an amount equal to 60% thereof. A fourth violation, shall constitute a default of the subject contract and may 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 this ordinance. If the required payment is not made within a reasonable period of time, the noncomplying contractor (or subcontractor) and the principal owners thereof shall be prohibited from bidding on or otherwise participating in County contracts for the construction, alteration, and/or repair, including painting or decorating of public buildings or public works for a period of three (3) years.

\* \* \*

**Section 6.** Section 2-8.1 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

**Sec. 2-8.1. Contracts and purchased generally.**

75

\* \* \*

(f) *Listing of subcontractors required on certain contracts.*

The requirements of this subsection shall apply to those county contracts for purchase of supplies, materials or services, including professional services, which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more where the contract specifications do not expressly preclude the use of subcontractors to perform a portion of the work. All such contracts shall require the entity contracting with the County to list all first tier subcontractors who will perform any part of the contract work and all suppliers who will supply materials for the contract work direct to such entity. The contracts shall also require the entity contracting with the County to report to the County the race, gender and ethnic origin of the owners and employees of all such first tier subcontractors>>, and suppliers. This information must be submitted to the County via its web-based system<<.~~[[—When a competitive process is utilized to select the entity that will contract with the County, the specifications shall provide that it shall be a condition of award for the successful bidder to provide the listing of subcontractors, if required. Section 10-34 of this Code governs the subcontractor listing requirements for contracts for public improvements.]]~~ The contract shall require the contractor to provide to the County the race, gender and ethnic information as soon as reasonably available and in any event prior to final payment under the contract. The County Mayor or Mayor's designee shall include language in all contracts and specifications to which this subsection applies to implement this subsection and to provide that the contractor shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the County.

\* \* \*

**Section 7.** Section 2-8.8 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

**Sec. 2-8.8. Fair subcontracting practices.**

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\* \* \*

- (4) *Reporting of subcontracting policies procedures and payments.* For all contracts in which a bidder may use a Subcontractor, prior to contract award, the bidder shall provide a detailed statement of its policies and procedures for awarding subcontracts. Failure to provide the required statement shall preclude the bidder from receiving the contract. As a condition of final payment under a contract, the contractor shall >>submit to the County via its web-based system<<[[identify]] all subcontractors used in the work, the amount of each subcontract, and the amount paid and to be paid to each subcontractor. In the event that the contractor intends to pay less than the subcontract amount, the contractor shall deliver to the County a statement explaining the discrepancy or any disputed amount. The County Mayor or Mayor's designee shall include language in the specifications of applicable County contracts to give effect to the intent of this section.

\* \* \*

**Section 8.** Section 2-8.9 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

**Sec. 2-8.9. Living Wage Ordinance for County service contracts and County employees.**

\* \* \*

*Implementation.*

\* \* \*

- (D) *Reporting Payroll.* ~~[[No less frequently than every six (6) months or otherwise at the County's request, t]]>>T<<he covered employer shall >>by the 10th of each month,<< submit to the County (or if by request within the requested time frame) [[a complete ]]<<certified payroll showing the employer's payroll records for each Covered Employee working on the contract(s) for covered services for the [[applicable payroll period]] >>previous month via the County's~~

web-based system<<. Upon request by the County, the covered employer shall produce for inspection and copying its payroll records for any or all of its covered employees for the prior three-year period. ~~[[It shall be the responsibility of the Applicable Department to examine all payrolls for compliance within sixty (60) days of receipt.]]~~

\* \* \*

**Section 9.** Section 10-34 of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:

**Sec. 10-34. Listing of subcontractors required.**

The requirements of this section shall apply to those county and Public Health Trust construction contracts in which a bidder may use a subcontractor which involve the expenditure of one hundred thousand dollars (\$100,000.00) or more. Such contracts shall require the entity contracting with the county to list all first tier subcontractors who will perform any part of the contract and all suppliers who will supply materials for the contract work direct to such entity. The contract shall also require the entity contracting with the County to report to the County the race, gender, and ethnic origin of the owners and employees of all such first tier subcontractors >>, and suppliers. This information must be submitted to the County via its web-based system<<. When a competitive process is utilized to select the entity that will contract with the county, the specifications shall provide that it shall be a condition of award for the successful bidder to provide the listing of subcontractors, if required. The contract shall require the contractor to provide to the County the race, gender and ethnic information as soon as reasonably available and in any event prior to final payment under the contract. The Mayor or Mayor's designee shall include language in all contracts to which this section applies to implement this section and to provide that the contractor shall not change or substitute subcontractors or suppliers from those listed except upon written approval of the County.

**Section 10.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

**Section 11.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

**Section 12.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:

APW

Prepared by:

98 for DSH

David Stephen Hope

Prime Sponsor: Vice Chairwoman Audrey M. Edmonson

# **Advisory Board Meetings 2018**

## **SBE Construction Bi-Monthly on the 3<sup>rd</sup> Monday**

**February 19, 2018 – 1:00pm -3:00pm**

**April 16, 2018 – 1:00pm -3:00pm**

**June 18, 2018 – 1:00pm -3:00pm**

**August 20, 2018 – 1:00pm -3:00pm**

**October 15, 2018 – 1:00pm -3:00pm**

**December 17, 2018 – 1:00pm -3:00pm**