

Sec. 2-10.4.01. - Community Business Enterprise Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services.

(1) *Title.* This Section shall be referred to as the Miami-Dade County Community Business Enterprise ("CBE-A/E") Program for Architectural, Engineering, Landscape Architectural, and Surveying and Mapping Professional Services.

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

A. *Agreement* means an agreement proposed by the County or Public Health Trust staff, or approved by the County Commission or Public Health Trust for architectural, landscape architectural, engineering, and surveying and mapping professional services.

B. *Available or availability* means to have, prior to proposal submission, the ability to provide professional services under an agreement or subconsultant agreement by having:

- (1) Reasonably estimated, uncommitted capacity and expertise;
- (2) All licenses, permits, registrations, insurances and certifications;
- (3) The ability to obtain bonding that is reasonably required to perform the agreement or subconsultant agreement consistent with normal industry practice; and
- (4) The ability to otherwise meet all the proposal specifications.

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

D. *Business day* means a regular weekday (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.

E. *CBE-A/E Objective* means the objective of assuring that not less than 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, for projects specific and multiple project contracts. The foregoing CBE-A/E objective may be increased by subsequent resolution of the Board of County Commissioners, adopted after recommendation for an increase by the County Mayor or designee.

F. *CBE-A/E Program* is the Community Business Enterprise Program for the Architectural, Engineering, Landscape Architectural, Surveying and Mapping Professionals.

G. *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.

H. *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.

I. *Community Business Enterprise (CBE-A/E)* means a firm providing architectural, landscape architectural, engineering, or surveying and mapping professional services, including a design-build firm, which has an actual place of business in Miami-Dade County and whose three (3) year average annual gross revenues do not exceed two million dollars (\$2,000,000.00) for all Tier 1 CBE-A/Es, four million five hundred thousand dollars (\$4,500,000.00) for Tier 2 CBE- A/Es in the case of architectural services, or six million dollars (\$6,000,000.00) for Tier 2 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. Representations as to gross revenues 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 \$2,000,000.
- ii. Tier 2 CBE-A/Es in the case of architectural services - 3-year average annual gross revenues of \$2,000,001 to \$4,500,000.
- iii. Tier 2 CBE-A/Es in the case of landscape architectural services, engineering, or surveying and mapping services - 3-year average annual gross revenues of \$2,000,001 to \$6,000,000.

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.

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

K. *Continuing contract* shall mean the term "continuing contract" as defined in Section 2-

10.4(1)(f).

L. *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. *Design-build contract* means a single contract with a design-build firm for the design and construction of a public construction project.

N. *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 481.2193[, Florida Statutes,] to practice architecture; or certified under Section 481.319[, Florida Statutes,] 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[, Florida Statutes,] to practice architecture; or certified under Section 481.319[, Florida Statutes,] to practice landscape architecture.

O. *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.

P. *Graduation* means the CBE-A/E has exceeded the specific size limits stated for the Program and thus may no longer be eligible for participation in the Program.

Q. *Joint venture* means an association of two or more CBE-A/Es. 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.

R. *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. *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.

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

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

Z. *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 measure/goal recommendation. The RC will make recommendations to the Mayor or designee.

AA. *SBD* means the Department of Small Business Development.

BB. *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.

CC. *Suspension* means temporary debarment for a period not to exceed two (2) years.

DD. *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.

EE. *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 one million dollars (\$1,000,000.00) or less. Tier 2 CBE-A/Es may not compete for Tier 1 CBE-A/E set-asides as prime consultants.

FF. *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 one million one dollars (\$1,000,001.00) or greater. Tier 1 CBE-A/Es may compete for Tier 2 CBE-A/E set-asides as prime consultants.

(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 or his or her designee shall take steps to ensure that the Community Business Enterprise (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 in this section shall mean the County Manager 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. 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 Community Business Enterprise (CBE-A/E) Program for Architectural, Landscape Architectural, Engineering, and Surveying and Mapping Professional Services:*

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 and/or Tier 2 CBE-A/Es available. On a set-aside agreement, the successful proposer must be a certified Tier 1 and/or Tier 2 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 and/or Tier 2 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 and second 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, or equivalent, for each subconsultant to be utilized in satisfaction of a subconsultant goal. The Letter of Agreement, or equivalent, shall be signed by the prime and the subconsultant and shall 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, at the time of proposal submission shall render the proposal nonresponsive.

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, as filed with the proposal submission 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 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 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 or second tier CBE-A/E shall be counted towards meeting the subconsultant goal.

3. *Graduation:* Upon review, any CBE-A/E that exceeds the 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.
- 2. SBD shall not certify an applicant, shall not recertify a CBE-A/E, and shall decertify a CBE-A/E that fails to comply with the criteria or procedures for obtaining or maintaining certification. SBD shall have authority to suspend the certification of a CBE-A/E during any appeal of a certification decision.
- 3. Applicants and certified CBE-A/Es must be properly licensed to conduct business with the State of Florida and in Miami-Dade County and, 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. A qualifier can only qualify one CBE-A/E firm.
- 4. The applicant qualifier of the certified CBE-A/E firm must own at least twenty-five (25) percent of the certified firm's issued stock or have at least a twenty-five (25) percent ownership interest in the certified firm. A CBE-A/E firm may be certified in other technical categories for which the firm has received Technical Certification in accordance with Section 2-10.4 of the Miami-Dade County Code, through a non-owner qualifier.

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 proposal submittal. For successful proposers, certification must be maintained throughout the selection process and contract award. With the exception of provisions previously described for graduation from the CBE-A/E program, loss of CBE-A/E certification will lead to removal of the firm from continued participation in the CBE-A/E program. CBE-A/Es experiencing changes in address or ownership shall notify SBD 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 CBE-A/E at a time. A business owner, alone or as a member of a group, and any CBE-A/E may not hold more than a ten (10) percent equity ownership in any other CBE-A/E.

7. Applicants for CBE-A/E certification shall, as part of their application, disclose the information specified in subsections (d) (1) and (2) of Appendix A of this Code.

8. SBD may require applicants and CBE-A/Es to submit information regarding their business operations, including but not limited to a breakdown of the applicant's or CBE-A/E's ownership, gross annual sales and/or workforce; however, the race, national origin, gender, shall not be used in the consideration.

(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 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. 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;
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, 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. Unjustified failure to enter into a written subconsultant agreement with a CBE-A/E after listing the firm on a Letter of Agreement, or equivalent.
12. Failure to pay subconsultants promptly and in accordance with the administrative procedures under this section.

(6) *Administrative penalties.* For violation of or noncompliance with this section or its implementing order, proposal(s), and/or 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 CBE-A/E for a specified period of time, not to exceed three (3) years, for an applicant or a CBE-A/E, 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 noncomplying 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 percent of the amount thereof; for the second deficit, a penalty in an amount

equal to 20 percent thereof; for the third and successive deficits, a penalty in an amount equal to 30 percent 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.*

1. Any firm that is denied certification, decertified, or issued a determination of noncompliance with the requirements of this ordinance or its implementing order may appeal such action to the County Mayor or designee by submitting a written request to the County Mayor or designee along with a nonrefundable filing fee to be established by implementing order, within 30 days of issuance of the notice. Upon timely receipt of a request for an administrative hearing, the County Mayor or designee shall appoint a hearing officer 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.

2. 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.

3. 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) shall:

1. Administer, or provide oversight for, the CBE-A/E programs and incentives outlined in this section;
2. Provide staff assistance to the Review Committee and the CBE-A/E Advisory Board;
3. Compile and maintain the data necessary to make the appropriate determinations as to the certification and decertification of CBE-A/Es, and to make recommendations for the application of measures to a given agreement;
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, MDHA and MDWASD to obtain actual amount of work orders authorized to firms versus the project award amount (for successful proposers as well as for

subconsultants), and interfacing with the GSA mainframe system to access data on vendors and awards;

5. Monitor all agreements for which program measures have been applied in terms of consultant and subconsultant compliance with the provisions of this section;

6. Provide assistance in technical and financial matters including:

- a. Assistance in increasing the ability of CBE-A/Es to compete effectively on contracts;
- b. Conduct of seminars on project 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 or his or her designee as to penalties to be invoked; and

8. Prepare an annual report for the Board of County Commissioners on the results of the CBE-A/E Program.

(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. 01-103, § 1, 6-5-01; Ord. No. 04-120, § 1, 6-8-04; Ord. No. 08-70, § 1, 6-3-08; Ord. No. 08-92, § 2, 7-17-08; Ord. No. 10-83, § 1, 12-7-10; Ord. No. 12-05, § 1, 2-7-12; Ord. No. 11-24, § 1, 5-3-11)