

Pinellas County
St. Pete-Clearwater International Airport

Disadvantaged Business Enterprise Program

UPDATED July 23, 2026



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UNITED STATES DEPARTMENT OF TRANSPORTATION

DBE PROGRAM – 49 CFR PART 26

Pinellas County

for the **St. Pete-Clearwater International Airport (PIE)**

Clearwater, FL

POLICY STATEMENT

Section 26.1, 26.23

Objectives/Policy Statement

St. Pete-Clearwater International Airport (hereafter 'the Airport' or 'Airport') has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the United States Department of Transportation (USDOT) 49 CFR Part 26. The Airport has received Federal financial assistance from USDOT, and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26.

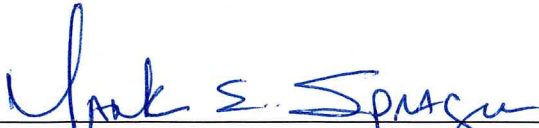
It is the policy of the Airport to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy to:

1. Ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. Ensure that the DBE Program operates in a nondiscriminatory manner and without regard to race or sex, while maximizing efficiency of service;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in USDOT assisted contracts;
6. Promote the use of DBEs in all types of federal-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

Yvette Chin, Deputy Director for Finance & Administration, St. Pete-Clearwater International Airport, 14700 Terminal Blvd., Clearwater, FL 33762, 727-453-7804 has been designated as the DBE Liaison Officer (DBELO). In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded with the same priority as compliance with all other legal obligations incurred by the Airport in its financial assistance agreements with USDOT.

The Airport will distribute this statement to DBE and non-DBE business communities that perform work for the Airport on USDOT-assisted contracts in the following manner:

1. *This policy statement will be prepared as a handout, and made available at pre-bid conferences and outreach meetings conducted by the Airport.*
2. *Copies of the policy statement will be made available via email or mail to all of the agencies/organizations consulted during the development of the DBE goal methodology. This will make the Airport's policy for the St. Pete-Clearwater International Airport available to additional small business development agencies.*



Mark E. Sprague, Airport Director – PIE

23 JULY 2026
Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives are found in the policy statement on the first page of this program.

Section 26.3 Applicability

The Airport is the recipient of federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

The Airport will adopt the definitions contained in Section 26.5 for this program.

Note: Pursuant to Executive Order 14168 (“Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government,” January 20, 2025) and the DOT Interim Final Rule (IFR) amending 49 CFR Part 26 (effective 2025), the presumption of social disadvantage based on sex has been removed from the DBE program. Women are no longer presumed to be socially disadvantaged solely on the basis of sex. Individuals who are women may still qualify as socially and economically disadvantaged on the basis of demonstrable, individual social disadvantage. All other definitions in 49 CFR Part 26 remain applicable to this program.

Section 26.7 Non-discrimination Requirements

The Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.11 Data Collection and Reporting Requirements

Reporting to USDOT: 26.11(b)

The Airport will provide data about its DBE Program to the Department as directed by USDOT and its operating administrations.

The Airport will report DBE participation to USDOT as follows:

The Airport will submit annually by or before December 1st, the Uniform Reports of DBE Awards or Commitments and Payments, as modified for use by FAA recipients, via FAA Civil Rights Connect System online (<https://faa.civilrightsconnect.com/>). The report will include information about all participating DBE firms.

Bidders List: 26.11(c)

The Airport will collect bidders list information as described in §26.11(c)(2) and enter it into the system designated by USDOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in providing USDOT with data for evaluating the extent to which the objectives of §26.1 are being achieved.

The bidder list will include the firm's name; address including zip code; firm's DBE or non-DBE status; age of the firm; NAICS code applicable to each scope of work the firm sought to perform in its bid; and annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

The Airport will collect this information in the following ways:

- a. Include a contract clause requiring prime bidders to report the names/addresses, and other information in the previous paragraph, of all firms who quote to them on subcontracts, whether the subcontractor is chosen or not.*
- b. Include a notice in all solicitations, and otherwise widely disseminated, request to firms quoting on subcontracts to report the approved information directly into the prime's bid which will be provided to the DBELO for inclusion in the bidder's list.*
- c. Request the above information from all potential bidders who contact the Airport seeking bid information, and/or who attend pre-bid meetings, conferences, etc., at the Airport.*
- d. The Airport currently uses a web-based self-maintained vendor registration system to collect bidders list data.*

The Airport will enter this data in the Department's designated system no later than December 1st following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined pursuant to §26.53(e), the Airport will enter the data no later than December 1st following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

The Airport will maintain records documenting a firm's compliance with the requirements of this part. Certification or compliance related records will be retained for a minimum of three

(3) years unless otherwise provided by application record retention requirements for the financial assistance agreement, whichever is longer.

Section 26.13 Assurances the Airport and Contractors Must Make

The Airport has signed the following assurances, applicable to all USDOT-assisted contracts and their administration:

Assurance: 26.13(a)

St. Pete-Clearwater International Airport (hereafter 'the Airport') shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT assisted contracts. The Airport's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanction as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

This language will appear in financial assistance agreements with sub-recipients.

Contract Assurance: 26.13b

The Airport will ensure that the following clause is placed in every USDOT-assisted contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;*
- (2) Assessing sanctions;*
- (3) Liquidated damages; and/or*
- (4) Disqualifying the contractor from future bidding as non-responsible.*

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Airport is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

The Airport is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and the Airport is in compliance with it and Part 26. The Airport will continue to carry out this program until all funds from DOT financial assistance have been expended. The Airport does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, the Airport will submit significant changes in the program, including those required by regulatory updates, to the FAA for approval.

Section 26.23 Policy Statement

The policy statement is elaborated on the first page of this DBE Program.

Section 26.25 DBE Liaison Officer (DBELO)

The Airport has designated the following individual as its DBE Liaison Officer:

Yvette Chin, Deputy Director for Finance & Administration, St. Pete-Clearwater International Airport, 14700 Terminal Blvd., Clearwater, FL 33762, 727-453-7804. Telephone: (727) 453-7804. Email: ychin@fly2pie.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Airport complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Airport Director concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO, along with her staff, will assist in the administration of the program. The duties and responsibilities include the following:

- 1. Gathers and reports statistical data and other information as required by USDOT.*
- 2. Reviews third party contracts and purchase requisitions for compliance with this program.*
- 3. Works with all departments to set overall annual/triennial goals.*
- 4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner during the bid process.*
- 5. Identifies contracts and procurements so that DBE goals are included in solicitations (both DBE-neutral methods and contract-specific goals) attainment and monitors results.*

6. *Analyzes the Airport's progress toward attainment and identifies ways to improve progress.*
7. *Participates in pre-bid meetings.*
8. *Advises the Airport Director and other County Departments on DBE matters and achievement.*
9. *Chairs the DBE Advisory Committee (if formed).*
10. *Determines contractor compliance with good faith efforts while evaluating the bids.*
11. *Provides DBEs with information and assistance in preparing bids, and with obtaining bonding and insurance.*
12. *Plans and participates in DBE training seminars.*
13. *Provides outreach to DBEs and community organizations to advise them of opportunities.*

Section 26.27 DBE Financial Institutions

The Airport will thoroughly investigate, on an annual basis, the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on USDOT-assisted contracts to make use of these institutions.

Section 26.29 Prompt Payment Mechanisms

The Airport requires that all subcontractors performing work on USDOT-assisted contracts be paid promptly for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law.

In accordance with 49 CFR §26.29, the Airport has established, as part of its DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment made to the prime contractor by the Airport.

The Airport ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to §26.29, the Airport has selected the following method to comply with this requirement:

The Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Airport's payment to the prime contractor.

To implement this measure the Airport will include the following clause from the FAA Advisory Circular 150-5370-10H in each DOT-assisted prime contract.

- a. From the total of the amount determined to be payable on a partial payment, 5% percent of such total amount will be deducted and retained by the Airport for protection of the Airport's*

interests. Unless otherwise instructed by the Airport, the amount retained by the Airport will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Airport in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Airport for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Airport evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Airport. When the Airport has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Airport's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Airport may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

Prompt Payment Monitoring for DBEs and Non-DBEs

The Airport clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, the Airport undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- 1. Requiring prime contractors to notify the Airport via email, to the DBELO, the name of the subcontractor, the amount paid, the date paid, and the check number. This must be done after each pay application has been paid by the Airport.*
- 2. Use of an automated system (B2G Now) that requires real time entry of payments to, and receipts by, prime contractors and subcontractors and regularly monitors that system.*

The Airport proactively reviews contract payments to subcontractors including DBEs at least once a month, utilizing method#1 above. Payment reviews will evaluate whether the actual

amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor.

The Airport requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the Airport's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

Prompt Payment Dispute Resolution

The Airport will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.

A meeting will be scheduled with the prime contractor, subcontractor, DBELO and other appropriate Airport representative(s) such as the Airport Engineer. Any meeting for the purpose of dispute resolution will include Airport representative(s) authorized to bind each interested party, including Airport representative(s) with authority to take enforcement action.

The Airport has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

If the Prime contractor has not paid subcontractors in accordance with §26.29, the Airport will not reimburse the prime contractor for work performed by subcontractors until the prime is in compliance with §26.29.

Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

- If affected subcontractor is not comfortable contacting the prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact the Airport's DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the FAA Office of Civil Rights.

- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The Airport will provide appropriate means to enforce the requirements of §26.29. These means may include:

- *Assessing liquidated damages, in accordance with the contract, against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.*
- *Advising subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract*
- *Paying subcontractors directly and deducting this amount from the retainage owed to the prime contractor.*
- *Issuing a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays, for the purpose of calculating liquidated damages, if milestones are not met.*

The Airport will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

The Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is performed by the DBEs to which the work was committed. Work site monitoring is performed by the resident project representative who is tasked with this work. Contracting records are reviewed by the DBELO. The Airport will maintain written certification from the resident project representative that contracting records have been reviewed and work sites have been monitored for this purpose.

Section 26.31 Directory

The Airport uses the Florida Unified Certification Program (FL UCP) DBE Directory, maintained by the Florida Department of Transportation (FDOT). The Directory lists the following items for all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.

- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.

The UCP directory may include additional data fields of other items readily verifiable in state or locally maintained databases, such as state licenses held, pre-qualifications, and bonding capacity.

The UCP directory is an online system that permits the public to search and/or filter for DBEs by:

- Physical location;
- NAICS code(s);
- Work descriptions; and
- All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the director is not a guarantee of the DBE's capacity and ability to perform work.

The Directory may be found at: <https://www.fdot.gov/BusinessGrowth>.

Section 26.33 Overconcentration

The Airport has not identified that overconcentration exists in the types of work that DBEs perform. However, the DBELO will continue to monitor the various categories every three years to ensure that non-DBE firms are not unduly burdened.

Section 26.35 Business Development Programs

The Airport has not established a business development program or a mentor-protégé program as described by 49 CFR Part 26. The Airport will conduct an evaluation every three years to determine if a need exists for a business development program.

Section 26.39 Fostering Small Business Participation

A. Purpose and Objective of this Element

The Airport has created an element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The program element is included as Attachment 6.

The Airport will actively implement the program elements to foster small business participation. Doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Airport does not use quotas in any way in the administration of this DBE program. However, the use of DBE-neutral set-asides for small businesses is permissible as a strategy under 26.39 (b) (1).

Section 26.45 Overall Goals

The Airport will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding USDOT/FAA-funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), the Airport will submit its overall three-year DBE goal to FAA by August 1st as required by the established schedule below.

Airport Type	Region	Date Due (Goal Period)	Next Goal Due (Goal Period)
Small-Hub Primary	All Regions	August 1, 2026 (2027/2028/2029)	August 1, 2029 (2030/2031/2032)

<https://www.faa.gov/sites/faa.gov/files/FAAGoalsDueChart%20%2811%29.pdf>

The DBE goal will be established in accordance with the two-step process as specified in 49 CFR Part 26.45. If the Airport does not anticipate awarding USDOT/FAA-funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, the Airport will not develop an overall goal; however, this DBE program will remain in effect, and the Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The Airport will use the DBE Directory information and Census Bureau's County Business Patterns database as the method to determine the base figure. The Airport understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders' list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information

from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The Airport will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the Airport's market.

A description of the methodology to calculate the overall goal and the goal calculation can be found in Attachment 3 to this program. This section of the program will be updated triennially.

In establishing the overall goal, the Airport will provide for consultation and publication. This includes consultation with small business and general contractor groups, community organizations, and other officials or organizations that could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Airport's efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Airport's goal setting process, and it will occur before submitting the goal methodology to the FAA for review pursuant to paragraph (f) of this section. The Airport will document in the goal submission the consultation process that was utilized. Notwithstanding paragraph (f)(4) of this section, the Airport will not implement the proposed goal until this requirement is fulfilled.

In addition, the Airport will post a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the Airport's official internet web site and may be posted in any other sources (e.g., small business-focused media, trade association publications). If the proposed goal changes following review by the FAA, the revised goal will be posted on the official internet web site. The Airport will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at the DBELO's office, and that the Airport will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. The public comment period will not extend the August 1st deadline.

The Airport's overall goal submission to USDOT will include a summary of information and comments received during this public participation process and responses, if any comments are received.

The Airport will begin using the overall goal on October 1 of each year unless it has received other instructions from USDOT. If the Airport establishes a goal on a project basis, it will begin using the goal by the time of the first solicitation for a USDOT-assisted contract for the project.

Section 26.45 (e) - Project Goals

If permitted or required by the FAA, the Airport will express its overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, the Airport may adjust a project goal to reflect changed circumstances, with the concurrence of the FAA. A project goal is an overall goal, and it must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal should include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated. If the Airport establishes a goal on a project basis, the Airport will begin using its goal by the time of the first solicitation for a USDOT-assisted contract for the project.

Section 26.45(f) - Prior Operating Administration Concurrence

The Airport understands that it is not required to obtain prior FAA concurrence with the overall goal. However, if the FAA's review suggests that the overall goal has not been correctly calculated or that the method for calculating goals is inadequate, the FAA may, after consulting with the Airport, adjust the overall goal or require that the Airport do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the FAA will be guided by the goal setting principles and best practices identified by USDOT in guidance issued pursuant to §26.9.

Note: The Airport acknowledges that, effective October 3, 2025, it is not required to update the overall DBE goal until the Florida UCP has completed the reevaluation process described in 49 CFR Part 26.111.

Section 26.47 Failure to Meet Overall Goals

The Airport cannot be penalized or treated by USDOT as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the Airport fails to administer its DBE program in good faith.

The Airport understands that, to remain in compliance with this part, an approved DBE program and overall DBE goal, if applicable, must be maintained, and this DBE program must be administered in good faith.

The Airport understands that if the awards and commitments shown on the Airport's Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall applicable to that fiscal year, the Airport will:

1. Analyze in detail the reason for the difference between the overall goal and the actual awards/commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
3. The Airport will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. The Airport will retain a copy of the analysis and corrective actions in its records for a minimum of three years and will make it available to FAA upon request.

Note: The Airport acknowledges that, effective October 3, 2025, it is not subject to this section until the Florida UCP has completed the reevaluation process described in 49 CFR Part 26.111.

Section 26.51(a-c) Breakout of Estimated DBE-Neutral & DBE-Conscious Participation

The breakout of estimated DBE-neutral and DBE-conscious participation can be found in Attachment 3 to this program. This section of the program will be updated when the goal calculation is updated.

The Airport will meet the maximum feasible portion of its overall goal by using DBE-neutral means of facilitating DBE-neutral DBE participation. DBE-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

DBE-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing).
3. Providing technical assistance and other services.
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate).
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses.

6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency.
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low.
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors.
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The Airport will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

Section 26.51(d-g) Contract Goals

The Airport will use contract goals to meet any portion of the overall goal it does not project being able to meet using DBE-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met using DBE-neutral means.

The Airport will establish contract goals only on those USDOT-assisted contracts that have subcontracting possibilities. The Airport need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Airport will express its contract goals as a percentage of the federal share of a USDOT-assisted contract.

Note: The Airport acknowledges, effective October 3, 2025, that it may not establish contract goals until the Florida UCP has completed the reevaluation process described in 49 CFR Part 26.111.

Section 26.53 Good Faith Efforts Procedures

Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder is to make good faith efforts to meet the DBE goal. The bidder can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in [Appendix A](#) to 49 CFR Part 26.

The DBELO is responsible for determining whether a bidder who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive.

The Airport will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before committing to the performance of the contract by the bidder.

Information to be submitted (26.53(b))

In its solicitations for USDOT/FAA-assisted contracts for which a contract goal has been established, the Airport will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the Airport, at the time provided in paragraph (b)(3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - f. If the contract goal is not met, evidence of good faith efforts (see Appendix A of 49 CFR Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (3) The Airport requires that the bidder/offeror present the information required by paragraph (b)(2) of this section under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

In a negotiated procurement, such as one involving professional services, a bidder or offeror may submit a contractually binding commitment to meet the specified goal at the time of bid submission or during the presentation of initial proposals. However, the bidder must provide the information required in paragraph (b)(2) of this section before the final contract award is made by the recipient.

This provision under paragraph (b)(3)(ii) does not apply to design-build procurements, which must adhere to the requirements set forth in paragraph (e) of this section.

For each DBE listed as a regular dealer or distributor the Airport will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, the Airport will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which the Airport solicits proposals to design and build a project with minimal project details at time of letting, the Airport may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of §26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, the Airport will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. The Airport and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

The Airport will apply the requirements of this section to DBE bidders/offers for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, the Airport will count the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

This information will be collected using the forms found in Attachment 4.

Administrative reconsideration (26.53(d))

Within ten (10) days of being informed by the Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidders should make this request in writing to the following reconsideration official: **Mark Sprague, Airport Director, St. Pete-Clearwater International Airport, 14700**

Terminal Blvd., Clearwater, FL 33762, msprague@fly2pie.com. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder will have the opportunity to meet in person with the Airport's administrative reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Airport will send the bidder a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to USDOT.

Good Faith Efforts procedural requirements (post-solicitation)

The Airport will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The Airport requires that prime contractors not terminate a DBE subcontractor listed on a bid/contract with a DBE contract goal without the Airport's prior written consent. Prior written consent will only be provided where there is "good cause" for termination of the DBE firm, as established by Section 26.53(f)(3) of the DBE regulation.

Before transmitting to the Airport its request to terminate, the prime contractor must give notice in writing to the DBE of its intent to do so. A copy of this notice must be provided to the Airport prior to consideration of the request to terminate. The DBE will then have five (5) days to respond and advise the Airport of why it objects to the proposed termination.

The prime contractor's written notice must give the DBE five (5) days to respond, advising the Airport and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why the Airport should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (*e.g., safety*), the Airport may provide a response period shorter than five (5) days.

In those instances where "good cause" exists to terminate a DBE's contract, the Airport will require the prime contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. The Airport will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and provide

reasonable documentation. Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor to self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

In this situation, the Airport will require the prime contractor to obtain prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the contractor fails or refuses to comply in the time specified, the Airport will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

For purposes of §26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract.
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness.
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law.
- (6) The Airport has determined that the listed DBE subcontractor is not a responsible contractor.
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to the Airport written notice of its withdrawal.
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- (10) Other documented good cause that the Airport determines compels the termination of the DBE subcontractor.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the St. Pete-Clearwater International Airport, to practice nondiscrimination based on race, color, sex, or national origin in the award or

performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of ____ percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder will be required to submit the following information:

- (1) The names and addresses of DBE firms that will participate in the contract;
- (2) A description of the work that each DBE firm will perform;
- (3) The dollar amount of the participation of each DBE firm participating;
- (4) Written documentation of the bidder's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal;
- (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and
- (6) If the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

The Airport will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, for FAA-funded projects, firms that exceed the business size standard in §26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the U.S. Small Business Administration (SBA), for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Airport will refer all matters pertaining to certification to the Florida UCP's certifying members in accordance with the State's UCP program. The Florida UCP's certifying agencies will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in USDOT-assisted contracts. To be certified as a DBE, a firm must meet all

certification eligibility standards. The Florida UCP will make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

FDOT Equal Opportunity Office
605 Suwannee Street,
MS-65
Tallahassee, FL 32399
(803) 737-1372
(<https://www.fdot.gov/BusinessGrowth>).

The link to the certification application forms and documentation requirements are found at:
<https://www.fdot.gov/BusinessGrowth>

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

St. Pete-Clearwater International Airport is a member of the Unified Certification Program (UCP) administered by the Florida Department of Transportation (FDOT) (see Attachment 7). The UCP will meet all of the requirements of this section. Florida's UCP program uses the certification standards of Subpart D of Part 26 and the certification procedures of Subpart E of Part 26 to determine the eligibility of firms to participate as DBEs in USDOT/FAA-assisted contracts. Under the FL UCP Program, there are nine certifying members. To be certified as a DBE, a firm must meet all certification eligibility standards. The Airport will refer certifications to the appropriate certifying member of the Florida UCP.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to St. Pete-Clearwater Int'l Airport

The Airport understands that if it fails to comply with any requirement of this part, the Airport may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the FAA, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

The Airport understands that, as provided in the statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been

prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

Section 26.103, 105 Enforcement Actions Applicable to FAA Programs

Compliance reviews (§26.103(b)): The FAA may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the FAA to initiate a compliance review based on complaints received.

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.

Section 26.107 Enforcement Actions Applicable to Participating Firms

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a USDOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, USDOT may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, USDOT may initiate suspension or debarment proceedings against the firm under 2 CFR parts [180](#) and [1200](#).

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the FAA may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude USDOT from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

USDOT may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR Part 31.

USDOT may refer to the Department of Justice, for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any USDOT-assisted program or otherwise violates applicable federal statutes.

Section 26.109**Confidentiality, Cooperation, and Intimidation or Retaliation**

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information (FOIA) and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

The Airport will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law. Notwithstanding any contrary provisions of state or local law, the Airport will not release personal financial information submitted in response to the personal net worth requirement to a third party (other than USDOT) without the written consent of the submitter. However, this information will be transmitted to USDOT in any certification appeal proceeding under §26.89 or to any other state to which the individual's firm has applied for certification under §26.85.

All participants in USDOT's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with USDOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The Airport, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The Airport understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

Attachment 1	Organizational Chart
Attachment 2	DBE Directory
Attachment 3	Overall Goal Calculation; Breakout of Estimated DBE-Neutral & DBE-Conscious Participation
Attachment 4	Forms 1, 2 & 3 for Demonstration of Good Faith Efforts
Attachment 5	Certification Application Forms
Attachment 6	Fostering Small Business Participation
Attachment 7	UCP Agreement
Attachment 8	Bidder's List Collection Form

Attachment 1

Organizational Chart

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Attachment 2

DBE Directory

<https://www.fdot.gov/BusinessGrowth>

Attachment 3

Overall Goal Calculation

Note: Due to the Interim Final Rule dated October 3, 2025, there is no goal or calculation available

Attachment 4

Form 1 & 2 for Demonstration
of Good Faith Efforts

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St. Pete-Clearwater International Airport

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

_____ The bidder is committed to a minimum of _____% DBE utilization on this contract.

_____ The bidder (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Name of bidder's firm: _____

State Registration No. _____

Bidder/Offeror Representative:

Name & Title: _____

By _____
(Signature)

St. Pete-Clearwater International Airport

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeree's firm: _____

Name & title of firm's AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm's AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / %*	Dealer/Manufacturer/Distributor/Broker**

**Percentage is to be used only in negotiated procurements, including design-build contracts*

***For DBE material suppliers only, state how the DBE will perform. Indicate whether the DBE is a manufacturer, or a regular dealer as defined by §26.55. For dealer/distributor/broker, Form 3 must be included with the bid.*

The undersigned bidder/offeree is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$ _____. The bidder/offeree understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeree understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeree's Authorized Representative

Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation, therefore.

Signature of DBE Bidder/Offeree's Authorized Representative

Date: _____

If the bidder/offeree does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void.

Submit this page for each DBE subcontractor.

Form 3: DBE Regular Dealer/Distributor Affirmation Form

OMB Approval Pending 04/17/2024



U.S. Department of
Transportation

DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DISCLAIMER: This form has not yet received OMB/PRA approval and is subject to change. We are making it available for your voluntary use.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will all items sold or leased be provided from the on-hand inventory at your establishment? ☐ YES ☐ NO

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?

☐ YES ☐ NO (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

☐ YES ☐ NO* (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**

*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

☐ YES ☐ NO¹

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

¹ If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?

☐ YES² ☐ NO³

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

☐ YES² ☐ NO³

² If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

³ If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

Printed Name and Signature of DBE Owner/Authorized Representative:

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

Attachment 5

Certification Application Forms

<https://www.fdot.gov/BusinessGrowth>

Attachment 6

Fostering Small Business
Participation (26.39)

(next page)

St. Pete-Clearwater International Airport:

Section 26.39- Fostering Small Business Participation

Contents:

- I. Purpose and Objective of this Element**
- II. Small Business Participation Plan- Strategy**
 - A. Reduction in Scope of Prime Contracts**
 - B. Consideration of “Unbundling” of Large Contracts**
- III. Definitions for this Element**
- IV. Verification Standards and Procedures**
- V. Monitoring and Recordkeeping**
- VI. Supportive Services**
- VII. Principal Responsible Person-DBELO**

Section 26.39- Fostering Small Business Participation

I. Purpose and Objective of this Element

This element, §26.39, included as an amendment to our DBE program plan, is herein referenced as the Small Business Participation Plan (SBPP). This part calls for the inclusion of an element to *“structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation.”* **St. Pete-Clearwater International Airport** hereby sets forth the plan to implement these requirements. The Airport’s SBPP is also regarded as a substantial effort toward fulfilling the overall intent of §26.51, i.e. to meet the *“maximum feasible portion”* of its overall goal by using DBE-neutral means to obtain DBE participation. Therefore, implementation of the Airport’s SBPP will be based on the standard of *business size*, without regard to race or sex of the business owner.

This element also addresses the unnecessary and unjustified “bundling” of contract requirements which may preclude or inhibit small business participation in procurements, as either prime or subcontractors.

Further, the Airport perceives the objectives of this section to be consistent with its DBE program policy statement, which says in part:

*“- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To help remove barriers to the participation of DBEs in DOT assisted contracts...
-To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.”*

The Airport’s policy statement and this small business element are consistent with the Airport’s mission to create and encourage business opportunities at all levels.

This program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

II. SBPP Strategy

The Airport intends to carry out the objectives of this part by employing the following strategies and supporting activities:

A. Reduction in Scope of Prime Contracts

Each program year, the Airport will review upcoming projects and, where feasible, reduce the scope of larger projects to create smaller prime contracts that SBCs can reasonably pursue. While this approach may increase the number of solicitations, many of these smaller businesses may also qualify as DBEs, thereby expanding the Airport's

pool of eligible bidders. The Airport will also consider developing a tiered contract structure based on estimated dollar value, with recommendations identifying which tiers should be made available to SBCs for prime contract opportunities.

B. Consideration of “Unbundling” of Large Contracts

The regulations require that the Airport give consideration to “unbundling” large contracts. The Airport's strategy explained above addresses the issue of “unbundling.”

III. Definitions for this Element

A. Small Business

For purposes of this program element, “small business” shall have the same definition as “small business concerns” contained in 49 CFR, §26.5, which states:

“Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).”

For additional clarification, it is useful to include here some excerpts from the SBA regulations, 13 CFR, §121.105:

(a)(1) Except for small agricultural cooperatives, a business concern eligible for assistance from SBA as a small business is a business entity organized for profit, with a place of business located in the United States, and which operates primarily within the United States or which makes a significant contribution to the U.S. economy through payment of taxes or use of American products, materials or labor....” and,

(b) A business concern may be in the legal form of an individual proprietorship, partnership, limited liability company, corporation, joint venture, association, trust or cooperative, except that where the form is a joint venture there can be no more than 49 percent participation by foreign business entities in the joint venture.

SBCs must meet the business size standards, as defined by the SBA. The business size standards are based upon the average annual revenues, and they vary according to the type of business. More information can be found at http://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf.

The Airport acknowledges that the SBA rules make allowances for the dollar amounts to be adjusted from time to time.

B. Disadvantaged Business Enterprise

Disadvantaged Business Enterprise or **DBE** means a for-profit small business concern—(defined by SBA rules, above), and that meet the standards of 49 CFR, Part 26, i.e.

- *At least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;*

- *Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) the described in 49 CFR Part 26. (The current PNW cap is \$2.047 million)*
- *Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it;*
- *Has been certified as a DBE by a certifying member of the Florida Unified Certification Program (FL UCP) in accordance with the full requirements of 49 CFR 26.*

It is understood that in the implementation of this element, not all small business concerns may be DBE firms. However, small businesses that are also owned and controlled by individuals who meet the DBE standard will be encouraged to seek DBE certification. Only DBE-certified firms who participate as small business concerns, pursuant to this element, will be counted towards DBE-neutral DBE participation on FAA-assisted contracts in the program.

IV. Verification Standards and Procedures

For this small business element, the Airport will accept the following verification and/or certification:

- A. Florida Unified Certification Program (FL UCP) DBE Certification** – DBE Certification by a certifying member of the FL UCP which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by a certifying member of the FL UCP. It should be noted that the Airport is a non-certifying member of the FL UCP and relies on certification decisions of the FL UCP. The FL UCP certifying members apply the standards and procedures for DBE certification applicants contained in Subparts D, and E, of 49 CFR (§26.61 – §26.91). The Airport will also rely on the small business verifications of the FL UCP.
- B. Small Business Administration 8(a) Business Development Certification** (as described in 13 CFR Parts 121 and 124) – Authority may also require submittal of five years of business tax returns.
- C. A non-certified small business concern** must, as evidence of small business status, complete a simplified application and provide financial and other information as reasonably required by the Airport at time of response to a solicitation or a bid submittal.

Note - Use of Personal Net Worth: The Airport, in addition to the standards for small business concerns described above, plans to utilize the current personal net worth standards of the DBE program (§26.67), presently capped at \$2.047 million.

V. Monitoring and Recordkeeping

A. Monitoring of Participation

The Airport will track and monitor the participation by DBEs and other small businesses that results from the implementation of the DBE Small Business Element. The Airport will collect the data using a spreadsheet or a software application.

B. Recordkeeping

The Airport will maintain records of participation by DBEs and other small businesses that result from the implementation of the DBE Small Business Element. The Airport will make those records available to the FAA upon request.

VI. Supportive Services

The Airport is a non-certifying member of the Florida UCP. It does not conduct DBE certifications, but it does rely on certifications of the Florida UCP. The Airport also does not provide direct supportive services and/or business development programs to DBEs or small businesses. However, the Airport will coordinate and make referrals to other providers of these and similar services, such as the SBDC at Pinellas County Economic Development. These services, as relevant, will also be referred to verified small business concerns. The SBDC provides free, personalized, confidential one-on-one business counseling and strategy development services to help small & mid-size business:

- Access sources of capital and financing
- Evaluate and improve financial performance
- Obtain quality business and market information
- Improve leadership skills and employee performance
- Plan for a better future

VII. Principal Responsible Person

The principal responsible person for overseeing and implementing the Airport's SBPP, will be the Disadvantaged Business Enterprise Liaison Officer.

Attachment 7

UCP PROGRAM & LETTER

(NEXT PAGE)

FLORIDA UNIFIED CERTIFICATION PROGRAM AGREEMENT

RECITALS

WHEREAS, 49 CFR Part 26 Subpart E- Certification Procedures Section 26.81, requires that all United States Department of Transportation (USDOT) Recipients participate in a statewide Unified Certification Program (UCP); and

WHEREAS, this Agreement establishes the UCP for the State of Florida; and

WHEREAS, the UCP will comply with all certification procedures and standards set forth in Subparts D and E of 49 CFR Part 26 on the same basis as recipients; and

WHEREAS, the UCP will cooperate fully with oversight, review, and monitoring activities of USDOT and its operating administrations; and

WHEREAS, the UCP will implement USDOT directives and guidelines concerning certification matters; and

WHEREAS, all certification by the UCP shall be pre-certification, i.e., certifications that have been made final before the due date for bids or offers on a contract on which a firm seeks to participate as a DBE; and

WHEREAS, the UCP will render uniform certification decisions on behalf of all USDOT financial assistance recipients in Florida with respect to participation in the USDOT Disadvantaged Business Enterprise (DBE) Program; and

WHEREAS, the UCP will provide "one-stop shopping" to applicants for DBE certification, such that an applicant need apply only once for a DBE certification that will be honored by all UCP Members in Florida; and

WHEREAS, the UCP shall develop and maintain an electronic DBE Directory of all firms certified in Florida that will be available to the public on the Internet and in print and continuously updated with additions, deletions, and other changes; and

WHEREAS, the UCP shall have sufficient resources and expertise to carry out the requirements of 49 CFR Part 26 Subpart E; and

WHEREAS, all obligations of recipients with respect to certification and nondiscrimination must be carried out by UCPs, and that recipients may use only UCPs that comply with the certification and nondiscrimination requirements of 49 CFR, Part 26.

NOW, THEREFORE, in consideration of the promises and covenants herein contained Florida UCP Members, agree to the following:

ARTICLE 1 – VISION

Florida's USDOT Recipients share the common goal of creating a level playing field on which DBE firms can compete fairly for USDOT assisted contract awards, while enhancing the administration of the DBE Programs through the exchange of information and coordination of activities. In order to achieve the common goal, Recipients will establish the UCP for the State of Florida.

ARTICLE 2 – DEFINITIONS

Terms and Definitions used by the UCP shall be those specifically defined in this Agreement, and in 49 CFR, Section 26.5, which is incorporated by reference herein:

2.01 Certifying Member

A Florida Recipient as defined in 2.05, and UCP Member as defined in 2.10 and 3.01 who has a current DBE Program Plan approved by an appropriate USDOT Operating Administration that includes provisions for DBE certification and revocation processes.

2.02 Disadvantaged Business Enterprise (DBE)

A for-profit small business concern, that is at least 51% owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which at least 51% of the stock is owned by one or more such individuals; and whose management and daily business operations of the entity are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2.03 Non-Certifying Member

A Florida Recipient as defined in 2.05, or UCP Member as defined in 2.10 and 3.1 who has a current DBE Program Plan approved by an appropriate USDOT Operating Administration that does not include provisions for DBE certification and revocation processes.

2.04 Personal Net Worth

The net value of the assets of an individual remaining after total liabilities are deducted. Pursuant to 49 CFR Section 26.67 and as used herein, the personal net worth of each disadvantaged owner of an applicant or a DBE firm, excluding the individual's ownership interest in the applicant or a DBE firm and the individual's equity in his or her primary place of residence, must not exceed \$750,000. As of the effective date of this Agreement, the personal net worth requirement is not applicable to airport concessions.

2.05 Recipient

Any entity, public or private, to which USDOT financial assistance is extended, whether directly or through another recipient, through the programs of the Federal Aviation

Authority (FAA), Federal Highway Administration (FHWA) or the Federal Transit Authority (FTA), or who has applied for such assistance.

2.06 Small Business Concern

A Small Business Concern is as defined in Small Business Administration regulation 13 CFR Part 121 and in 49 CFR, Part 26; Section 65.

2.07 Socially and Economically Disadvantaged Individuals

Any individual who is a citizen or lawfully admitted permanent resident of the United States and who is:

- (a) Any individual who a recipient finds to be socially and economically disadvantaged individual on a case-by-case basis.
- (b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans" which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans" which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans" which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans" which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - (v) "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal, or Sri Lanka;
 - (vi) Women;

- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA at such time as the SBA designation becomes effective.

2.08 Executive Committee

A single standing committee, comprised of the Manager of the Equal Opportunity Office in the Florida Department of Transportation (FDOT) or his/her designee, a Certifying Member selected annually by and among the FAA UCP Members, and a Certifying Member selected annually by and among the FTA UCP Members.

2.09 Sub-Recipient

Any entity, public or private, to which USDOT financial assistance is extended through another Recipient.

2.10 UCP Members

All Florida Recipients participating in this Agreement as described in 3.01 and 11.05, including both Certifying and Non-Certifying Members.

ARTICLE 3 – ORGANIZATION OF THE UCP

3.01 Members of the UCP – Recipients

Pursuant to Section 26.81(a), all USDOT recipients in this State shall participate in a UCP.

All recipients, including airports and transit properties, that receive funds directly from FHWA, FAA or FTA must agree in writing to participate as members in the UCP.

Signatures to the UCP agreement of all USDOT recipients in this State shall be maintained on file in the FDOT Equal Opportunity Office.

3.02 Responsible Certifying Member

It is the intent of this Agreement that a Certifying Member will be responsible for certifying DBE's who perform work in their respective fields of expertise (highway and bridge, aviation, and transit). If a DBE firm performs work unique to aviation or transit, and there is no available FAA or FTA Certifying Member in the local area, the FAA or FTA Members will coordinate and agree on the designation of a Responsible Certifying Member. The FAA or FTA Member designated as the Responsible Certifying Member shall either be located in the vicinity of the applicant or DBE firm or have an on-going contract or business relationship with the firm. Non-certifying Members shall likewise consider the location of the applicant or DBE firm and any on-going contract or business relationships with the firm when forwarding an application or a DBE file to a Responsible Certifying Member. To this end Responsible Certifying Members shall be responsible for DBE certifications as follows:

- a) FDOT shall be the Responsible Certifying Member for those firms primarily engaged in the delivery of highway, road and bridge related goods and services. These goods and services may include, but are not limited to, heavy highway construction contractors, road and bridge contractors, specialty construction contractors, engineering consultants, specialty consultants, highway, road and bridge related material suppliers and fabricators and highway, road and bridge related maintenance services.

- b) An FAA UCP Member shall be the Responsible Certifying Member for those firms that are primarily engaged in the delivery of aviation related goods and services, including concessionaires. These goods and services may include, but are not limited to, food service and other aviation specialty firms.
- c) An FTA UCP Member shall be the Responsible Certifying Member for those firms that are primarily engaged in the delivery of transit related goods and services. These goods and services may include, but are not limited to, transit services generally, transit maintenance services and transit related materials and supplies.

3.03 DBE Directory Management

UCP Members hereby acknowledge that FDOT is the major recipient of FHWA funds in the State of Florida, has the largest DBE certification program in the State, and maintains a Directory of certified DBEs that is available electronically and in printed form to Florida Recipients, contractors, and other interested members of the general public.

3.03.1 FDOT shall serve as Manager for the UCP's electronic DBE Directory, which shall include all DBE certifications made by Certifying Members.

3.03.2 FDOT, as DBE Directory Manager, shall assume the following responsibilities with regard to the DBE Directory:

- (a) Keep and maintain the up-to-date electronic DBE Directory;
- (b) Ensure its availability to all UCP Members and other interested parties;
- (c) Make available printed copies of the Directory upon request; and
- (d) Provide Certifying Members with access to certification information in the DBE Directory through the Internet.

3.03.3 Certifying Members will, within 3 business days of receipt of any new application for DBE certification, complete input to a Directory application screen, whenever a new application for DBE certification is received, so that other Certifying Members will not process or otherwise duplicate work on any DBE application.

3.03.4 When a Certifying Member makes a DBE certification approval decision, information shall be submitted, through the Internet, by the Certifying Member, directly to the DBE Directory within three (3) business days of said approval. Pursuant to 49 CFR, Section 26.31, this information shall include:

- a) Firm Name, Street Address, P.O. Box, Telephone and Facsimile Numbers, and e-mail address;
- b) Name of Majority Owner, Gender, and Minority Code;
- c) Type(s) of work performed by the DBE using North American Industry Classification system (NAICS) adopted by the SBA on October 1, 2000, and other work specialty codes as needed;
- d) Name of Certifying Member;
- e) Expiration Date of DBE Certification; and
- f) Any other appropriate information, as agreed upon by UCP Members.

3.03.5 Certifying Members shall also input, through the Internet, within three (3) business days of the action, information as required in 3.03.3 on firms denied DBE certification. This information will be input on the DBE Status Page.

3.03.6 Firms denied DBE certification by a Certifying Member are eligible to re-submit a DBE application after one (1) year.

3.04 Transition of Currently Certified DBEs

Each UCP Member shall electronically submit its current DBE Directory to the DBE Directory Manager (FDOT) for inclusion into the UCP's DBE Directory. Each UCP Member Directory shall include complete information as required in 3.03.4, and a statement attesting to the fact that each DBE firm submitted has been certified under the provisions of 49 CFR Part 26.

3.04.1 The Executive Committee shall meet and review those certified DBE firms submitted by Certifying UCP Members, and will determine the appropriate Certifying Member who will be responsible for future certification and re-certification of the DBE.

3.04.2 Upon determination by the Executive Committee of the appropriate Certifying Member, the Certifying UCP Member having possession of the DBE firm's certification file will be notified, and shall immediately forward that DBE file to the responsible Certifying Member, who shall assume custody and responsibility for the DBE file.

3.04.3 Presently certified non-Florida DBE firms must document current DBE certification by the DOT of the state in which they are domiciled or that state's UCP, if it is in place, prior to being included in the DBE Directory.

3.04.4 Designation of a Responsible Certifying Member for a non-Florida DBE firm shall follow the same process as described above.

3.05 Executive Committee Duties

It is agreed that upon approval by the Secretary of the USDOT, the Executive Committee shall begin implementing the provisions of this agreement and the Implementation Plan, attached as Exhibit C.

3.05.1 The Executive Committee shall meet as necessary to provide oversight and ensure compliance with 49 CFR Section 26.81. The Executive Committee shall at all times seek the participation, and may call special meetings of all UCP Members to ensure compliance with said regulation.

3.05.2 The Executive Committee may establish special committees, by majority vote, which may include, but are not limited to, Airport Concessions, UCP Member Dispute Resolution, UCP Process, Quality Assurance, Training, and Intake.

3.05.3 The Executive Committee will ensure that the UCP has sufficient resources and expertise to carry out the requirements of 49 CFR Section 26.81.

3.05.3 The Executive Committee will advise all UCP Members when it appears resources and expertise are not sufficient to carry out the requirements of 49 CFR Section 26.81.

ARTICLE 4 – RIGHTS AND RESPONSIBILITIES OF UCP MEMBERS

4.01 Types of UCP Members

Florida recipients acknowledge that this Agreement provides for two (2) classes of members, Certifying Members and Non-Certifying Members as defined in 2.01 and 2.03, and that each class shall have specific rights and responsibilities as set forth herein.

4.02 Certifying Member Rights and Responsibilities

Each Certifying Member shall have the following rights and responsibilities:

- (a) Comply with the terms and conditions of this Agreement.
- (b) Collect and evaluate information received regarding DBE certification applications, conduct site visits, and make certification decisions as to DBE status, in accordance with 49 CFR Part 26.
- (c) Promptly provide current information to the DBE Directory as required by and in the manner prescribed in 3.03 above.
- (d) Update the DBE Directory with all new and updated information (renewals, removals, change of address, etc.).
- (e) Retain and maintain appropriate DBE certification files.
- (f) Make file information available to other USDOT recipients and other state UCPs in response to questions or complaints, upon written request.
- (g) Upon request of a UCP Member, may conduct a site visit to a DBE applicant in its vicinity.
- (h) Process annual updates to verify continuing eligibility of DBE firms certified by it.
- (i) Perform specific file reviews at any time upon request by a UCP Member.
- (j) Make timely final decisions on DBE applications as outlined in 49 CFR Section 26.83(k) or within (90) ninety days of receipt of all information.
- (k) Provide information on any certified DBE upon request by a UCP Member.

4.03 Non Certifying Member Rights and Responsibilities

Each Non-Certifying Member shall have the following rights and responsibilities:

- (a) Comply with the terms and conditions of this Agreement.
- (b) Promptly forward DBE applications to the Responsible Certifying Member.

- (c) Provide information on any certified DBE upon request by a UCP Member.

ARTICLE 5 – RIGHTS AND RESPONSIBILITIES OF THE UCP

5.01 Certification Decisions

The UCP shall maintain processes and programs that conform to the overall certification standards set out in 49 CFR Part 26.

Certification decisions made by UCP Certifying Members shall be binding on all DOT recipients with respect to participation in the DBE Program. In the event of a conflict, the UCP, through the Executive Committee, shall make a final decision, subject to the provisions of 49 CFR, Part 26.

5.02 “One-Stop Shopping”

The UCP shall provide “one-stop shopping” to applicants for DBE certification in Florida, such that an applicant is required to apply only once for a DBE certification that will be honored by all UCP Members.

5.03 Processing Out-of-State Applications

The UCP will not process a new application for DBE certification from a firm having its principal place of business in another state unless the firm has already been certified in that state. When a Certifying Member processes an out-of-state application, a full certification application file with all supporting documentation will be compiled by the Certifying Member, including a copy of the Site Visit Report obtained from the applicant’s home state or from the state’s UCP if it is in place, before the firm is included in the DBE Directory.

5.04 Reciprocity With Other UCPs

It is understood that:

- (a) The UCP, through its Executive Committee, may enter into written reciprocity agreements at any time with UCPs of other states subject to approval of USDOT.
- (b) Such reciprocity agreement(s) must outline the specific responsibilities of each participating UCP.

- (c) The UCP, and its Members, may accept a DBE certification decision, made by another UCP or state DOT, on a case-by-case basis.
- (d) The UCP, and its Members, shall share information concerning Florida DBE firms or applicants with other UCPs and state DOTs upon written request.

5.05 UCP Information Program

UCP Members and the Executive Committee will provide information on the Florida UCP to the public and to DBE applicant firms; provide individuals and firms seeking DBE certification with UCP applications; accept DBE applications from any applicant firm, and forward DBE applications to the appropriate Certifying Member for processing.

5.06 Meetings for Continued UCP Monitoring

The UCP, through its Executive Committee, shall hold a statewide membership meeting at least once a year or more often as needed for continued monitoring of the UCP, and on-going processes.

5.06.1 The Executive Committee shall notify UCP Members in writing of the date and location of the meeting at least (30) thirty days in advance of the meeting.

5.06.2 A majority of those recipients having agreed in writing to participate as members of the UCP shall constitute a quorum for conducting UCP business.

5.06.3 When a quorum is established at a meeting, a majority vote of those members present and voting shall be required to pass on a matter.

ARTICLE 6 – CERTIFICATION PROCEDURES

6.01 Certification Application

UCP Members agree to utilize the USDOT Disadvantaged Business Enterprise Certification Application format attached as Exhibit A.

6.02 Certification Process

The UCP and its Members shall follow DBE certification processes and adhere to standards set forth in 49 CFR Part 26, Subparts D and E, Certification Procedures, as well as those guidelines set forth herein or otherwise attached hereto.

6.03 Certification Site Visits

Certifying Members shall conduct a site visit to the principal place of business of an applicant firm prior to DBE certification and submission or direct input via the Internet to the DBE Directory.

- (a) Certifying Members will utilize the On-Site Review Checklist, which is included as Exhibit D herein.
- (b) Certifying Members may conduct site visits for one another when requested, in instances where the member requested is geographically close to the DBE's location.

ARTICLE 7 – APPEALS, COMPLAINTS AND DISPUTES

7.01 Appeals/Third Party Complaints

DBE Certification appeals and third party complaints may only be filed with the Certifying Member whose action is being appealed or complained about and shall be handled in accordance with 49 CFR Part 26, Sections 26.85, 26.87, and 26.89.

7.02 Member Agreement

This Agreement recognizes that each Certifying Member has a DBE Program Plan approved by USDOT, and that each such Program Plan may be unique. Therefore, it is herein agreed, that actions under this Section shall, in addition to the foregoing requirements of 49 CFR Part 26, comply with the process and procedure provided for in those individual DBE Program Plans.

External or Internal Complaints regarding certification decisions of a Certifying Member may only be filed with that Certifying Member, and shall be processed in accordance with 49 CFR Part 26, Section 26.87, or as otherwise provided for herein.

7.03 Notice Requirements

An action by a Certifying Member (certification denial, de-certification, etc.) shall be in writing, and shall:

- (a) Be delivered via Certified U.S. Mail, Return Receipt Requested.
- (b) Be specific as to the action being taken.
- (c) Be specific as to the basis of the action.
- (d) Be specific as to the facts relied upon.
- (e) Advise the party of the right to appeal.
- (f) Provide detailed information on the appropriate appeal process.

7.04 Member Disputes

UCP Members shall make every effort to resolve disputes that may arise between them.

7.04.1 Unresolved Member Disputes

When UCP Members are unable to resolve an internal dispute, the matter will be submitted to the Executive Committee for resolution. The decision of the Executive Committee shall be binding on all those UCP Members subject to the provisions of 49 CFR Part 26.

ARTICLE 8 – TRAINING

8.01 Executive Committee Oversight

The Executive Committee shall retain DBE certification oversight of UCP Members. FDOT will be responsible for DBE certification training of UCP Members. Upon approval of the Executive Committee, FDOT may provide, or otherwise arrange for, DBE certification training for any Certifying Member upon request or it may require a Certifying Member to attend DBE certification training in order to ensure compliance with the provisions of this Agreement and 49 CFR Part 26.

8.02 Training Costs

Certifying Members requesting DBE certification training through FDOT, or who have been required to obtain such training, agree to bear the costs and expenses for said training.

ARTICLE 9 – DBE DIRECTORY

9.01 Organization of the Directory

The DBE Directory shall be organized and maintained by FDOT, using industry standard state-of-the-art software. All UCP Members agree to maintain compatible software and systems in order to best use the electronic DBE Directory, and to timely provide DBE certification information and updates for the DBE Directory.

9.02 Availability

The DBE Directory shall be available electronically on the Internet (and in printed form, when requested) to UCP Members, contractors, and other interested parties.

ARTICLE 10 – FEES/COSTS

10.01 UCP Fees

The UCP may assess its Members such fees as may, from time to time, be required in order to operate and maintain the UCP, ensuring that resources and expertise are sufficient.

The Executive Committee shall certify the need for a fee assessment to Members at statewide membership meeting, and shall recommend a fee amount to the Members.

Members shall vote to approve the imposition of any such fee.

UCP Members that receive less than \$250,000.00 annually from USDOT shall be exempt from the payment of any such fees.

10.02 DBE Applicant Firms

Certifying Members may charge a reasonable fee for DBE certification application processing.

ARTICLE 11 – GENERAL PROVISIONS

11.01 Exhibits

All exhibits to this Agreement are incorporated herein by reference and made a part hereof.

11.02 Interpretation

Article and section headings and Table of Contents are for convenience only and shall not affect construction of this Agreement.

11.03 Amendments

This Agreement may not be amended, modified, or supplemented except by an instrument in writing agreed to by the UCP Members. Notwithstanding the foregoing, should any provisions of 49 CFR Part 26 be changed or modified, corresponding provisions of this Agreement shall be modified accordingly.

11.04 Compliance with Law

UCP Members agree that the operation of this Agreement and performance of all obligations hereunder shall at all times comply with 49 CFR Part 26 and with applicable federal and state laws.

11.05 Signed Agreement

This Agreement will become effective upon approval by the Secretary of USDOT, and will be fully operational within (18) eighteen months of approval.

By executing the Signature and Declaration of Status page of this Agreement recipients agree to become Members of the UCP, and agree to accept the terms and conditions of this Agreement.

Following USDOT approval, a recipient may become a member by submitting a fully executed Signature and Declaration of Status page from this Agreement to the Executive Committee, which shall be delivered to FDOT's Equal Opportunity Office, where it shall remain on file.

11.06 Severability

Should any part, term, portion, or provision of this Agreement be in conflict with any law of the United States or of the State of Florida, or otherwise be unenforceable or ineffectual, the remaining provisions shall be deemed valid and severable, and not affected thereby.

11.07 Successors

This Agreement shall be binding upon and inure to the benefit of any successors or assigns of the UCP Members.

11.08 Execution

Execution of this Agreement by UCP Members shall comply with appropriate procedures, resolutions, authorized signatures, and required filings pursuant to the law governing each UCP Member. This Agreement will be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

STATE OF FLORIDA
UNIFIED CERTIFICATION PROGRAM
UCP AGREEMENT

SIGNATURE and DECLARATION OF STATUS
(ST. PETERSBURG-CLEARWATER INTERNATIONAL AIRPORT)

IN WITNESS WHEREOF, the UCP Members execute this Agreement prepared
May 23, 2002, by authorized signatures, and attached resolutions if
appropriate.

ATTEST: KARLEEN F. DE BLAKER,
CLERK
BY: Linda R. Reed
Signature DEPUTY CLERK
LINDA R. REED
Name, printed

BOARD OF COUNTY COMMISSIONERS
Signatory Entity Name, printed
Barbara Sheen Todd
Signature and Title
BARBARA SHEEN TODD, CHAIRMAN
Name and Title, printed

This 23 day of May, 2002.

Approved as to form: /

[Signature]
(Attorney for Signatory)

Certifying Member Status ☒

Non-Certifying Member Status ☐

Attachment 8

DBE BIDDER'S LIST
COLLECTION FORM

(NEXT PAGE)

Firm Name	Firm Address and Phone No.	DBE or Non-DBE Status (verify via UCP DBE Directory)	NAICS Code(s) of Scope(s) Bid	Age of Firm	Annual Gross Receipts
		☐ DBE ☐ Non-DBE		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		☐ DBE ☐ Non-DBE		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		☐ DBE ☐ Non-DBE		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M
		☐ DBE ☐ Non-DBE		☐ Less than 1 year ☐ 1- 3 years ☐ 4-7 years ☐ 8-10 years ☐ More than 10 years	☐ Less than \$500K ☐ \$500K - \$1M ☐ \$1-2M ☐ \$2-5M ☐ Greater than \$5M