



April 2024



COLLIER COUNTY  
AIRPORT AUTHORITY

# DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

Immokalee Regional Airport (IMM)  
Marco Island Executive Airport (MKY)  
Everglades Airpark (X01)

AtkinsRéalis



**COLLIER COUNTY TRANSPORTATION SERVICES DEPARTMENT  
COLLIER COUNTY AIRPORT AUTHORITY  
Immokalee Regional Airport (IMM)  
- Marco Island Executive Airport (MKY)  
- Everglades Airpark (X01)**

**POLICY STATEMENT**

**Section 26.1, 26.23      Objectives/Policy Statement**

The Collier County Airport Authority (CCAA), a department of The Collier County Transportation Services Department, Collier County, Florida and Sponsor of the Immokalee Regional Airport (IMM), Marco Island Executive Airport (MKY) and the Everglades Airpark (X01) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 (Part 26). The CCAA is anticipating receipt of Federal financial assistance from the Federal Aviation Administration / Department of Transportation (FAA/DOT) for completion of various projects at the three airports (IMM, MKY and X01). As a condition of receiving Federal assistance, the CCAA has signed an assurance that it will comply with Part 26.

It is the policy of the CCAA to ensure that DBE companies (DBEs) as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. CCAA will promote safeguards to provide ongoing DBE participation by working:

1. To ensure nondiscrimination in the award and administration of DOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT-assisted contracts;
6. To promote the use of DBEs in all types of federally assisted contracts and procurement activities;
7. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program; and
8. To provide appropriate flexibility to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

The current CCAA Airport Executive Manager, Bryant Garrett, has been designated as the DBE Liaison Officer (DBELO) for the three CCAA airports. In that capacity, the current Executive Manager (or her/his successor) is responsible for implementing all aspects of the DBE program.

Contact information for the DBELO is:

Collier County Airport Authority  
Attn: Bryant Garrett - Executive Manager  
[Bryant.garrett@colliercountyfl.gov](mailto:Bryant.garrett@colliercountyfl.gov)  
Airport Authority 2005 Mainsail Dr.  
Naples, FL 34114  
Phone: (239) 252-8425

Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the CCAA in its financial assistance agreements with the FAA/DOT.

The CCAA has disseminated this policy statement to all appropriate divisions and all the components of the CCAA organization. This statement will be available for public viewing by DBE and non-DBE business communities that may perform work on the three CCAA airports receiving FAA/DOT-assisted contracts. This statement will be published on the CCAA's website.

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Darren Hutton  
Director  
Operations & Performance Management

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Date

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## **SUBPART A – GENERAL**

### **Section 26.1 Objectives**

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

### **Section 26.3 Applicability**

The Collier County Airport Authority (CCAA), a department of The Collier County Transportation Services Department, Collier County, Florida is the **Sponsor** of the Immokalee Regional Airport (IMM), Marco Island Executive Airport (MKY) and the Everglades Airpark (X01) (Airports) and is the recipient of Federal airport funds on behalf of the Airports as authorized by 49 U.S.C. 47101, *et seq.* Assuring participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs, is an integral part of the Sponsors' DBE program as outlined in 49 CFR Part 26 (**Attachment 1**).

### **Section 26.5 Definitions**

The Sponsor will use terms in this program that are defined in Part 26, Section 26.5.

### **Section 26.7 Non-Discrimination Requirements**

CCAA 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, CCAA 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 Record Keeping Requirements**

#### **Reporting to DOT**

CCAA will provide data about its DBE Program to the Department as directed by DOT operating administrations.

DBE participation will be reported to the FAA Office of Civil Rights (FAA OCR) as follows: CCAA will transmit to FAA OCR annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Appendix B to Part 26. CCAA will similarly report the required information about participating DBE firms. All reporting will be done through the FAA OCR official reporting system, or another format acceptable to the FAA OCR as instructed thereby.

#### **Bidders List:**

CCAA will create and maintain a bidders list for the Airports. The purpose of the list is to provide accurate data about the universe of DBE and non-DBE contractors as well as subcontractors who seek to work at the Airport's FAA-assisted contracts. This data will help CCAA in setting overall goals. The bidders list will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

CCAA will collect this information by requesting each primary contractor awarded a contract to submit the details listed above to our DBELO in writing within 14 days of contract award. The requirement to provide this information will be disseminated in the bid solicitations and during pre-bid conferences, and the information will be maintained on the Bidders List Collection Form (**Attachment 3**).

Records retention and reporting:

CCAA will maintain records documenting a firm's compliance with the requirements of this part. Other compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

**Section 26.13 Federal Financial Assistance Agreement**

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

Assurance: Each financial assistance agreement the Sponsor signs with a FAA operating administration (or a primary recipient) will include the following assurance:

“The Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any FAA-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of FAA-assisted contracts. The Sponsor's DBE program, as required by 49 CFR Part 26 and as approved by FAA, 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 Sponsor of its failure to carry out its approved program, the FAA may impose sanctions 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.*)”

Contract Assurance: – The Sponsor will ensure that the following clause is included in each contract CCAA signs for the Airports 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 FAA-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:

- Withholding monthly progress payments;
- Assessing sanctions;
- Liquidated damages; and/or
- Disqualifying the contractor from future bidding as non-responsible.”



## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

### **Section 26.21 DBE Program Updates**

The Sponsor is required to have a DBE program meeting the requirements of Subpart B as it will receive grants for airport planning or development and will award prime contracts where the cumulative total value exceeds \$250,000 in FAA funds in a federal fiscal year. The Sponsor is not eligible to receive FAA financial assistance unless FAA has approved this DBE program and the Sponsor is in compliance with it and Part 26. The Sponsor will continue to carry out this program until all funds from FAA financial assistance have been expended. The Sponsor does not have to submit regular updates of the DBE program, if the Sponsor remains in compliance. However, significant changes in the program, including those required by regulatory updates, shall be submitted for FAA 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 following individual has been designated by the Sponsor as DBE Liaison Officer:

**Bryant Garrett - Executive Manager**  
**Collier County Airport Authority**  
**E-Mail: [Bryant.garrett@colliercountyfl.gov](mailto:Bryant.garrett@colliercountyfl.gov)**  
**Airport Authority 2005 Mainsail Dr.**  
**Naples, FL 34114**  
**Phone: (239) 252-8425**

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that CCAA complies with all provision of 49 CFR Part 26 at the Airports. The DBELO has direct, independent access to the Operations and Performance Management Director of the CCAA concerning DBE program matters. An organization chart displaying the DBELO's position in the Sponsor's organization is shown in **Attachment 2** to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has access to staff to 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 FAA (Uniform Reports).
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Analyzes the Sponsors' progress toward attainment and identifies ways to improve progress.
6. Participates in pre-bid meetings.
7. Advises the governing body on DBE matters and achievement.
8. Determine contractor compliance with good faith efforts.
9. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

## **Section 26.27 DBE Financial Institutions**

It is the policy of the Sponsor to investigate 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 FAA-assisted contracts to make use of these institutions.

As part of this DBE Program, the Sponsor's DBE consultant has investigated services offered by banks owned and controlled by socially and economically disadvantaged individuals in the local area. The Federal Deposit Insurance Corporation (FDIC) Minority Depository Institutions (MDI) Program supports the Treasury Department's policy of preserving existing minority depository institutions and promoting the creation of new MDIs. A minority depository institution is defined as any Federally insured depository institution where 51 percent or more of the voting stock is owned by minority individuals. The latest FDIC list of MDIs, released September 30, 2021, lists no MDI institutions in Collier County.

The Sponsor has identified one MDI institution controlled by socially & economically disadvantaged individuals in the state of Florida but none in Collier or the adjacent counties. The Sponsor will continue to monitor any new financial institutions that register with the County and will contact the FDIC bi-annually to inquire about minority financial institutions moving into the area.

## Section 26.29 Prompt Payment Mechanisms

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

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

“The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from CCAA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor’s work is substantially (95 percent) completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the CCAA. This clause applies to both DBE and non-DBE subcontractors.”

CCAA 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, CCAA has selected the following method to comply with this requirement:

CCAA 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 all subcontractors for satisfactory completion of the accepted work within 30 days after CCAA’s payment to the prime contractor.

- 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 CCAA for protection of the Sponsor’s interests. Unless otherwise instructed by the Sponsor, the amount retained by CCAA 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 CCAA. Contractor must provide a certified invoice to the Airport’s Resident Project Representative (RPR) that supports the value of retainage released by CCAA for partially accepted work.
  - (2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account.

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 CCAA 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 Sponsor. When CCAA 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 percent of the work has been completed to the satisfaction of the RPR, the RPR shall, at CCAA'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. CCAA 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.

CCAA will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by CCAA. When CCAA 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.

### **Section 26.31 Directory**

The CCAA is a member of the Florida Unified Certification Program (FUCP) (**Attachment 9**) and uses the State of Florida DBE directory, maintained by the State which contains all the elements required by §26.31.

The directory lists the firm's name, address, phone number, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

The DBE Directory may be found by searching for DBE Certified List at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx>

### **Section 26.33 Over-concentration**

CCAA has not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development Programs**

The Sponsor has not established a business development program.

## Section 26.37 Monitoring Responsibilities

The Sponsor implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and set forth these mechanisms in it's DBE program.

CCAA actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

### Monitoring Payments to DBEs and Non-DBEs

CCAA undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method:

- *Use of an automated system that requires real time entry of payments to, and receipts by, prime contractors and subcontractors, and regularly monitoring that system*

In the Sponsor's reports to the FAA OCR of DBE participation, both commitments and attainments will be shown, as required by the FAA uniform reporting form.

CCAA 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 County financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Sponsor or FAA. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

- The Sponsor proactively reviews contract payments to subcontractors, including DBEs, quarterly. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Sponsor by the prime contractor.

### Prompt Payment Dispute Resolution

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

Meetings for dispute resolution between contractors and subcontractors will be incorporated into weekly progress meetings as required. The RPR will be present as well as officials from the contractor and subcontractor capable of binding each party. The Sponsor will have a representative available to take enforcement action.

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

(1) Alternative dispute resolution (ADR)

- Contractor will be required by contract clause to submit a detailed alternative dispute resolution to the Sponsor for approval prior to issuance of the Notice to Proceed (NTP).

(2) 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.

- See clause in Section 26.29 above.

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 prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate a complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Sponsor to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA Civil Rights contact.
- 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 Sponsor will provide appropriate means to enforce the requirements of §26.29.

The Sponsor will utilize and actively implement any or all the following enforcement mechanisms to ensure compliance with 49 CFR Part 26.

- *In accordance with the contract, assessing liquidated damages against the prime contractor for each day beyond the required time period the prime contractor fails to pay the subcontractor.*
- *Advise 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.*

- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime.*
  - *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones not met.*
1. The Sponsor will bring to the attention of the FAA any false, fraudulent, or dishonest conduct in connection with the program, so that the FAA can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.107.
  2. The Sponsor will implement similar action under our own legal authorities, including responsibility determinations in future contracts.
  3. The Sponsor will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs to which the work was committed.

#### Monitoring Contracts and Work Sites

The Sponsor 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 actually performed by the DBEs to which the work was committed. Work site monitoring is performed by the RPR. Contracting records are reviewed by the DBELO. The CCAA will maintain written certification that contracting records have been reviewed and work sites have been monitored.

#### **Section 26.39 Fostering Small Business Participation**

The Sponsor has created a Small Business element to structure contracting requirements by “unbundling” (see item 1 below) to facilitate competition by small business concerns and to foster small business participation. This approach takes all reasonable steps to eliminate obstacles to participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

1. Unbundling projects: Where feasible, the Sponsor may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct an annual review of the Capital Improvement Plan (CIP) to determine whether portions of FAA-assisted projects could be “unbundled” or bid separately. This determination will be made based on the estimated availability of small businesses able to provide specific scopes of work and will consider any economic or administrative burdens which may be associated with unbundling. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

2. The Sponsor will document the factors used to determine whether an FAA-assisted contract will be unbundled or bid separately during the annual review of the CIP.

The Sponsor small business element is incorporated as **Attachment 8** to this DBE Program. The Sponsor 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 CCAA does not use set-aside contracts or quotas in any way in the administration of this DBE program.

### Section 26.45 Overall Goals

The methodology to calculate the overall goal with the goal calculation procedure for FY 2024-2026 has been uploaded to the FAA Civil Rights Connect web site and is a separate document to this DBE Plan.

The CCAA will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding 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. The goals shall be updated and submitted as required by the goals submittal schedule found at:

[https://www.faa.gov/sites/aa.gov/files/about/office\\_org/headquarters\\_offices/acr/DBE\\_and\\_ACDBE\\_Reporting\\_Requirements\\_Schedule\\_Final.pdf](https://www.faa.gov/sites/aa.gov/files/about/office_org/headquarters_offices/acr/DBE_and_ACDBE_Reporting_Requirements_Schedule_Final.pdf)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If CCAA does not anticipate awarding FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any of the years within the three-year reporting period, they will not develop an overall goal; however, this DBE Program will remain in effect and the Sponsor 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 consisting of Collier and Lee Counties that have historically bid on CCAA FAA funded projects. The base figure is calculated using the total available DBE certified contractors as the numerator divided by the total available contractors in the market area capable of providing the type of service related to the contract work as defined by the North American Industry Classification System (NAICS). CCAA will use DBE Directory information and US Census Bureau Data web links (**Attachment 4**), or other alternative method that complies with §26.45 as a method to determine the base figure. CCAA 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 to determine 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 in accordance with 49 CFR Part 26.45 (d) based on past participation and attainment, information from a disparity study (to the extent it is not already accounted for in the base goal), current FDOT statewide goals for the triannual period and/or information about barriers to entry to past competitiveness of DBEs on contracts. CCAA will examine all 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 CCAA’s market.

In establishing the overall goal, the Sponsor will provide for consultation and publication. This includes consultation with minority, women and general contractor groups, community organizations, and other officials or organizations which 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 efforts by the Sponsor 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 goal setting process. The consultation will occur before CCAA is required to submit the goal methodology to the operating administration for review by the August 1<sup>st</sup> deadline pursuant to §26.45(f). The goal calculation submission will document the consultation process in which CCAA engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

The publication notice will be posted after the plan and goals calculations are uploaded to the FAA OCR Connects site and on CCAA’s official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the FAA, the revised goal will be updated and posted to the FAA Connects and the Sponsor’s official internet web sites.

CCAA will begin using the overall goal on October 1 unless other instructions from the FAA have been received.

### Project Goals

If permitted or required by the FAA OCR, an overall goal may be expressed 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, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and 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 will 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.

### Prior Operating Administration Concurrence

CCAA understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by CCAA for calculating goals is inadequate, the FAA may, after consulting with the Sponsor, adjust the overall goal or require that the goal be adjusted. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.45.

### **Section 26.47 Failure to Meet Overall Goals**

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

The Sponsor understands that to be 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 Sponsor understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken to be regarded by the FAA as implementing this DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and 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) CCAA 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. We will retain copy of analysis and corrective actions in records for a minimum of three years and will make it available to FAA Civil Rights Office upon request.

## Section 26.51 Means Recipients Use to Meet Overall Goals

### Breakout of Estimated Race-Neutral & Race-Conscious Participation

The Sponsor will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation that has proved successful in meeting DBE goals upon researching historical DBE attainments. The following race-neutral means will be utilized to increase DBE participation:

- (1) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses participation

To ensure that the DBE Program will be narrowly tailored to overcome the effects of discrimination, the Sponsor will adjust estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation (see §26.51(f)) and will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following:

- (1) DBE participation through a prime contract that a DBE obtains through customary competitive procurement procedures.
- (2) DBE participation through a subcontract on a prime contract that does not carry DBE goal.
- (3) DBE participation on a prime contract exceeding a contract goal.
- (4) DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

CCAA will maintain data separately on DBE achievements in those contracts with and without contract goals, respectively. CCAA 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.

This section will be updated annually on the FAA OCR Connect web site when the Uniform Report (attainment) is submitted.

### Contract Goals

In accordance with Section 26.51(e)(4), the Sponsor's contract goals must provide for participation by all certified DBEs and must not be subdivided into group-specific goals.

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those FAA-assisted contracts that have subcontracting possibilities. A contract goal need not be established 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, etc.).

Contract goals will be expressed as a percentage of the total amount of a FAA-assisted contract or the Federal share of an FAA-assisted contract.

### **Section 26.53 Good Faith Efforts Procedures**

#### Demonstration of Good Faith Efforts (Pre-Award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror 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 Part 26.

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

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

#### Information to be Submitted

In all solicitations for FAA-assisted contracts for which a contract goal has been established, the following information will be placed in the bid specification of all projects using FAA funding. Every bidder/offeror is required to submit the forms (**Attachment 6**) containing the information below in paragraph 2 with the bids:

- (1) Award of the contract will be conditioned on meeting this section requirements.

- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - (i) The names and addresses of DBE firms that will participate in the contract.
  - (ii) 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.
  - (iii) The dollar amount of the participation of each DBE firm participating.
  - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
  - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work committed by the prime contractor.
- (4) If the contract goal is not met, evidence of good faith efforts will be provided (as elaborated in Appendix A of 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.
- (5) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section under sealed bid procedures, no later than five days after bid opening as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.
- (6) In a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (2) of this section before the final selection for the contract is made by the Sponsor.

#### Administrative Reconsideration

Within seven calendar days of being informed by CCAA that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

**Darren Hutton, Director**  
**Transportation Management Service Department**  
**Operations and Performance Management**  
**Norman Feder Transportation Building**  
**2885 Horseshoe Drive S**  
**Naples, FL 34104**  
**Email: [darren.hutton@colliercountyfl.gov](mailto:darren.hutton@colliercountyfl.gov)**  
**(239) 252-8192**

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror 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/offeror also will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The Sponsor will send the bidder/offeror 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 the FAA OCR.

#### Good Faith Efforts Procedural Requirements (Post-Solicitation)

The awarded contractor will be required 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.

Prime contractors will be prohibited from terminating a DBE subcontractor listed in response to a covered solicitation (or an approved substitute DBE firm) without the prior written consent of CCAA. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or another DBE firm.

Such written consent will be provided only if the Sponsor agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, 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, non-discriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to CFR Parts 180, 215 and 1,200 or applicable state law;

- (6) The Sponsor determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Sponsor 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; and
- (10) Other documented good cause that the Sponsor has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can 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.

Before transmitting a request to CCAA to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to CCAA, of its intent to request to terminate and/or substitute the DBE, and the reason(s) for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise CCAA and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

Each prime contract will include a provision stating:

The contractor shall utilize the specific DBEs listed in the contractor's bid response to perform the work and supply the materials for which each is listed unless the contractor obtains prior written consent of CCAA as provided in 49 CFR Part 26, §26.53(f). Unless such consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.



The Sponsor will require a 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. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the Sponsor requests documentation from the contractor under this provision, the contractor shall submit the documentation within seven days, which may be extended for an additional seven days, if necessary, at the request of the contractor.

The Sponsor shall provide a written determination to the contractor stating whether good faith efforts have been demonstrated.

If the contractor fails or refuses to comply in the time specified, the contracting office/representative of the Sponsor may 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.

The Sponsor will include in each prime contract the contract clause required by §26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that CCAA deems appropriate if the prime contractor fails to comply with the requirements of this section.

### **Section 26.55 Counting DBE Participation**

CCAA will count DBE participation toward overall and contract goals as provided in 49 CFR Part 26.55. CCAA will not count the participation of a DBE subcontract 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, if the 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 Sponsor will not count the firm's participation toward any DBE goals, except as provided for in §26.87(j).

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

## **SUBPART D – CERTIFICATION STANDARDS**

### **Section 26.61 – 26.73      Certification Process**

CCAA will gather current DBE certification lists from the FDOT Florida Unified Certification Program (FUCP). FUCP uses the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. CCAA will rely on the FDOT FUCP current list to verify DBEs qualified to participate in the fiscal year attainment goals.

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

Victoria Smith  
FDOT Equal Opportunity Office  
DBE & Small Business Development Programs  
Email: <https://www.fdot.gov/equalopportunity/>  
605 Suwannee St. MS 65  
Tallahassee, FL 32399  
Victoria.smith@dot.state.fl.us  
(850) 414-4746

## **SUBPART E – CERTIFICATION PROCEDURES**

### **Section 26.81 Unified Certification Programs**

The Sponsor has an agreement and is a member of the Florida Department of Transportation Unified Certification Program (UCP) administered by the State of Florida (**Attachment 9**).

## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.101 Compliance Procedures Applicable to the Sponsor**

The Sponsor understands that if it fails to comply with any requirement of Subpart F, it 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 Federal Highway Administration (FHWA) program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the Federal Transit Administration (FTA) program, any actions permitted under 49 U.S.C. Chapter 53 or applicable FTA program requirements.

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

Enforcement actions by the Sponsor are available (**Attachment 7**). Information that may reasonably be regarded as confidential business information, consistent with Federal, State, and Local law, will be safeguarded from disclosure to third parties.

Notwithstanding any provision of Federal or State law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT 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 the FAA'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 the FAA 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).

CCAA, 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 Sponsor understands that it is in noncompliance with Part 26 if it violates this prohibition.

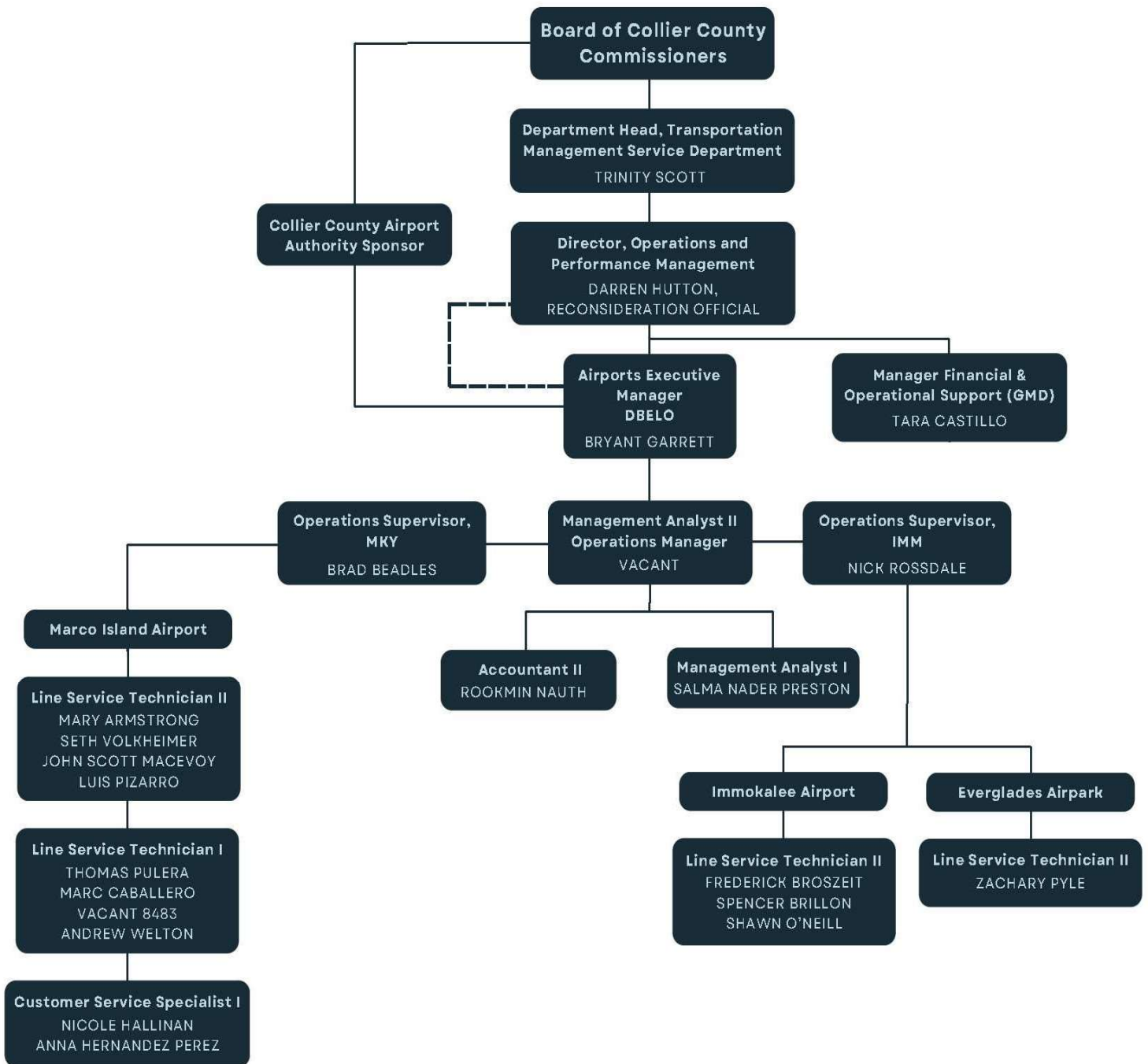
## **ATTACHMENTS**

<b>Attachment 1</b>	<b>Regulations: 49 CFR Part 26 or Website Link</b>
<b>Attachment 2</b>	<b>Organizational Chart</b>
<b>Attachment 3</b>	<b>Bidder's List Collection Form</b>
<b>Attachment 4</b>	<b>DBE Directory and US Census Bureau Directory Links</b>
<b>Attachment 5</b>	<b>Section 26.45:DBE 3-Year Goal Methodology</b>
<b>Attachment 6</b>	<b>Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 &amp; 2</b>
<b>Attachment 7</b>	<b>DBE Monitoring and Enforcement Mechanisms</b>
<b>Attachment 8</b>	<b>Small Business Element Program</b>
<b>Attachment 9</b>	<b>FDOT Unified Certification Program Agreement</b>

**Attachment 1 - 49 CFR Part 26 *website link***

<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

# Attachment 2 – Collier County Airport Authority Organizational Chart



## Attachment 3 - Bidders List Collection Form

### INSTRUCTIONS

The contractor shall provide all information and reports required by CCAA and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by CCAA to be pertinent to ascertain compliance with the regulations or directives. Monthly reports of payments to DBE and SBE firms will be required under the contract.

Attached hereto is a list of DBE and SBE firms to be utilized under the contract. Any substitutions of DBE or SBE firms shall comply with provisions of the contract. In the event that the DBE and/or SBE firms listed do not fulfill the goal requirement, the bidder shall attach documentation detailing its good faith efforts to meet the goal.

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million



## **Attachment 4 - Florida DOT DBE Directory Web Link**

Florida DOT DBE Directory *web link*

<https://www.fdot.gov/equalopportunity/dbecertification.shtm>

## **Attachment 5-Section 26.45:DBE 3-Year Goal Methodology**

DBE 3-Year Goal has been previously submitted to the FAA and is on the FAA Connects web Site.

# Attachment 6 - Demonstration of Good Faith Efforts (Forms)

## FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % DBE utilization on this contract.

\_\_\_ The bidder/offeror (if unable to meet the DBE goal of \_\_\_%) is committed to a minimum of \_\_\_% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by DBE firm:

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-----  
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The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By \_\_\_\_\_

Date:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

Submit this page for each DBE subcontractor.

## **Attachment 7 - DBE Monitoring and Enforcement Mechanisms**

The Sponsor has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract.
2. Breach of contract action, pursuant to NRS Chapter 338.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26.
2. Enforcement action pursuant to 49 CFR Part 31.
3. Prosecution pursuant to 18 USC 1001.

# **Attachment 8 - Small Business Element**

## **Part I. Policy Objective**

In response to regulatory requirement 49 CFR Part 26.39 Final Rule issued on January 28, 2011, CCAA will implement a Small Business Element into the DBE program to facilitate and foster competition by small business concerns by eliminating obstacles for their participation.

Recognizing that DBEs are small businesses, it is logical that the DBE program provisions that help small businesses can also help DBE's. By facilitating participation for small businesses, recipients can possibly make more DBE participation, and subsequent participation by additional DBE firms. The DOT believes that "a program element that pulls together the various ways that a recipient reaches out to small businesses and make it easier for them to compete for DOT-assisted contracts will foster the objectives of the DBE program."

## **Part II. Non-Discrimination**

CCAA will not discriminate on the basis of race, color, national origin, or sex in FAA- assisted contracts and will remove all barriers and obstacles for small business participation. Fostering small business participation will be done through race-neutral methods.

## **Part III. Small Business Definition**

Small business must meet the definitions specified in Section 3 of the Small Business Act and the Small Business Administration (SBA) regulations implementing it (13 CFR Part 121). A small business is a business that is independently owned and operated, is organized for profit, and is not dominant in its field. Depending on the industry, size standard eligibility is based on the average number of employees for the preceding twelve months or on sales volume averaged over a three-year period.

## **Part IV. Small Business Verification**

The Office of Economic and Small Business Development (OESBD) participates in the Florida Unified Certification Program (UCP) CCAA will verify small businesses using the OESBD database and/or other state/local certification programs, if any, so that small businesses will be considered as eligible for inclusion under this program. CCAA will not establish its own directory.

## **Part V. Scope of Program**

The Sponsor will meet its objectives for small business inclusion in FAA funded projects by using a combination of the following methods and strategies:

1. Make RFPs/solicitations more attractive to small businesses;
2. Requiring prime contractors to provide subcontracting opportunities of a size that small businesses, including DBE's, can reasonably perform, rather than self-performing all the work involved;
3. Conduct regular reviews of upcoming projects to assess opportunities for unbundling; and
4. Encouraging DBE's and small businesses to attend the pre-solicitation meetings.

## **Part VI. Tracking SBE Participation**

Although there are no reporting requirements for the use of small businesses, upon completion of each FAA-assisted contract, CCAA will document the use of small businesses in the final construction report.

## **Part VII. Assurances**

The Sponsor makes the following assurances:

1. The DBE Program, including its small business element is not prohibited by state law;
2. Certified DBE's that meet the size criteria established under the DBE Program are presumptively eligible to participate in the small business element of the DBE Program;
3. There are no geographic or local preferences or limitations imposed on FAA-assisted contracts and the DBE Program is open to small businesses regardless of their location;
4. There are no limits on the number of contracts awarded to firms participating in the DBE Program;
5. Reasonable effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
6. Aggressive steps will be taken to encourage those minority and women owned firms participating in the small business element of the DBE Program and that are eligible for DBE certification to become certified.

16B3

STATE OF FLORIDA  
UNIFIED CERTIFICATION PROGRAM  
UCP AGREEMENT  
SIGNATURE and DECLARATION OF STATUS

IN WITNESS WHEREOF, the UCP Members execute this Agreement prepared  
September 27, 2005, by authorized signatures, and attached resolutions if  
appropriate.

Board of County Commissioners  
Collier County, Florida  
Signatory Entity Name, printed

ATTEST: Dwight E. Boek, Clerk  
By Heidi R. Rockhold, DC  
Signature Attest as to Chairman's  
signature only.  
Heidi R. Rockhold, DC  
Name, printed

Fred W. Coyle  
Signature and Title  
Fred W. Coyle, Chairman  
Name and Title, printed

This 20<sup>th</sup> day of August, 2005

Approved as to form:  
[Signature]  
(Attorney for Signatory)

Item # 16B3  
Agenda Date 9-27-05  
Date Rec'd 9-28-05  
[Signature]  
Deputy Clerk

Certifying Member Status

Non-Certifying Member Status