HILLSBOROUGH COUNTY AVIATION AUTHORITY

SMALL BUSINESS ENTERPRISE

POLICY AND PROGRAM

Tampa International Airport

HILLSBOROUGH COUNTY AVIATION AUTHORITY
Post Office Box 22287
Tampa, Florida 33622

August 6, 2026

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SECTION 1 - POLICY STATEMENT

Section 1.1 Policy

It is the policy of the Hillsborough County Aviation Authority (Authority) that small business enterprises (SBEs), as defined herein, will have full and fair opportunities to compete for and participate in the performance of Authority funded contracts or in the purchase of goods and services procured by the Authority. Contracts funded in whole or in part by the United States Department of Transportation will be governed by the Authority's Disadvantaged Business Enterprise Policy and Program (DBE policy and program) in accordance with the DBE Regulation, 49 CFR part 26. Concession-related contracts will be governed by the Authority's Airport Concession Disadvantaged Business Enterprise Policy and Program (ACDBE policy and program) in accordance with the ACDBE Regulation, 49 CFR part 23.

In advancing this opportunity for SBEs, neither the Authority nor those companies doing business with the Authority will discriminate on the basis of race, color, national origin, religion or sex in the award and performance of any Authority contract or in the administration of this SBE Policy and Program. The Authority will take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of Authority contracts.

Under its SBE Policy and Program, the Authority will recognize and encourage SBEs to participate as prime contractors or subcontractors in its construction contracts, architectural and engineering contracts, professional services contracts, and goods and services purchases and contracts.

Section 1.2 Objectives

The Authority's SBE Policy and Program seeks to create a level playing field on which SBEs can compete fairly for Authority contracts and purchases and provide appropriate flexibility to the Authority in establishing and providing opportunities to SBEs.

SECTION 2 - DEFINITIONS

The following definitions are incorporated in the Authority's SBE Policy and Program:

A. Business Opportunity Programs Manager means the individual who is responsible for administrating and managing the SBE program on a day-to-day basis, for carrying out technical assistance activities for SBEs, and for disseminating information on available business opportunities so that SBEs are provided a full and fair opportunity to participate in Authority contracts.

B. Company means a commercial business that provides goods and/or services.

C. Compliance means correctly implementing the requirements of this policy and program.

D. Construction means new construction and renovations.

E. Construction-related means construction-related design, consulting, specification development, testing and construction management services.

F. Consultant means a professional who is called on for expert or technical advice or opinions.

G. Contract means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them.

H. Contractor means one who participates, through a contract or subcontract, at any tier, in the supply of materials or the provision of work relative to the Authority's airport development program.

I. Goal means a subcontracting goal that is established as an expectation of SBE participation on each applicable project or contract.

J. Good Faith Efforts means efforts undertaken by a contractor to achieve SBE participation which, by their scope, intensity and appropriateness to the objective, can reasonably be expected to fulfill the program objectives.

K. Goods mean materials, equipment, supplies and commodities.

L. Joint Venture means an association of an SBE and one or more other persons or firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the SBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks and profits of the joint venture are its ownership interest.

M. Noncompliance means the requirements of this policy and program have not been correctly implemented.

N. Non-Professional Services means services that can be performed without specialized education or training.

O. North American Industry Classification Code (NAICS) means a standardized listing of six-digit numbers used to classify business concerns by their primary economic industry.

P. Policy means the general principles or plan by which the Authority is guided in its management of public affairs.

Q. Procurement Portal is the e-procurement platform used by the Authority to publish bids, register vendors, and manage contracts which businesses use to submit bids and proposals and receive automated alerts for procurement solicitations.

R. Professional Services mean work that requires specialized education or training.

S. Reconsideration Official is an Authority official to whom a bidder or proposer may request administrative reconsideration of a determination of non-responsive for failing to meet an SBE goal or make adequate good faith efforts to do so.

T. Small Business means a company whose annual gross receipts, averaged over five years, do not exceed the applicable size standards promulgated by the United States Small Business Administration (SBA) under 13 CRF Part 121.

U. Small Business Enterprise or SBE means a business concern certified as a small business enterprise by the Authority.

SECTION 3 – CERTIFICATION STANDARDS AND PROCEDURES

Section 3.1 Eligibility

A. To be eligible for SBE certification, a business concern must meet the following criteria:

1. The firm must be organized as a for-profit business.
2. The firm must not exceed the SBA size standards under 13 CFR Part 121 which corresponds to the applicable primary industry classifications NAICS Codes. The firm is ineligible when its affiliated "receipts" (computed on a cash basis), as defined in 13 CFR 121.104(a) and averaged over the firm's preceding five fiscal years, exceed the applicable SBA size cap(s).
3. The qualifying owner(s) must be a U.S. citizen or lawfully admitted permanent resident.
4. Each qualifying owner's Personal Net Worth (PNW) must be less than $2.047 million calculated in accordance with 49 CFR part 26.68. The PNW cap will adjust pursuant to 49 CFR Section 26.68(d) without amendment to this policy and program.
5. The firm must have been in business for at least one year prior to applying for certification.

B. A firm reevaluated and certified as a DBE and/or ACDBE under the Interim Final Rule (IFR) issued October 3, 2025, are automatically eligible for certification as an SBE/SBEC in the same NAICS codes as their DBE and/or ACDBE certification. Only DBE/ACDBE firms who have been recertified under the new certification standards, will be accepted.

C. Contracts with an SBE goal advertised for bids or proposals prior to August 6, 2026, are not required to be modified, and participation by SBE firms will be counted toward the SBE goal based on the Authority's SBE Policy and Program in effect before August 6, 2026. SBE firms proposed to meet an SBE goal for bids or proposals advertised after August 6, 2026, will be required to be certified by the Authority under this SBE Policy and Program at the time bid or proposal is submitted.

Section 3.2 Certification Process

To be certified as an SBE, a firm must meet all certification eligibility standards. The Authority makes all certification decisions based on the facts as a whole. Detailed certification processes may be found in the Tampa International Airport Business Opportunity Management System certification portal at https://tampaairport.gob2g2.com.

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

Business Opportunity Department
Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, FL 33622-2287
Telephone: (813) 554-1450
Email: businessopportunity@tampaairport.com
Application portal: https://tampaairport.gob2g2.com

The SBE application, including the Personal Net Worth Form and instructions, can be accessed through the Tampa International Airport - Business Opportunity Management System certification portal at https://tampaairport.gob2g2.com.

The directory of certified firms may be accessed via Tampa International Airport's website at https://www.tampaairport.com/business/business-opportunities/program-directories.

Section 3.3 Procedures for Certification Decisions

The Authority will take all required steps in determining whether an SBE firm meets the standards for certification. When evaluating a firm's eligibility for certification, the Authority may, but is not required to, conduct an onsite visit of the firm's principal place of business, interview the principal officers, owners and/or other key personnel and visit job sites where the firm is working at the time of the eligibility investigation. The purpose of an onsite visit is to verify the qualifying owner's operational control, day-to-day management and overall eligibility.

All procedures for certification and decertification contained in Subparts D and E of the DBE regulation 49 CFR part 26 shall apply to this SBE Policy and Program and are incorporated herein by reference, excluding any requirements related to disadvantage.

Section 3.4 Notices of Change and Annual Declarations of Eligibility

The Authority requires all SBEs to submit every year, on the anniversary of the date in which they were certified, an affidavit along with business tax returns verifying the gross receipts for its most recently completed fiscal year, calculated on a cash basis, regardless of the SBE's overall accounting method. The Authority also requires all SBEs to provide written notice of any change in circumstances affecting their ability to meet size or ownership criteria, or of any material changes in the information provided with the SBE's applications for certification. SBEs must provide the Authority with written notice of material changes affecting their continued eligibility within 30 days of the occurrence, explain the change fully, and include a duly executed affidavit of certification.

Section 3.5 SBE Reciprocity

The Authority currently does not accept any SBE certifications by other certifying agencies other than as provided herein.

SECTION 4 - PROGRAM STRUCTURE AND RESPONSIBILITIES

Section 4.1 Overall Responsibility for Authority's SBE Program

The Chief Executive Officer (CEO) of the Authority will exercise overall responsibility and direction of the Authority's SBE Policy and Program, direct staff to establish contract goals for Authority contracts with SBE subcontracting opportunities and ensure active participation at all staff levels in support of the program's objectives. The CEO will assign adequate staff to administer the Authority's SBE Policy and Program.

Section 4.2 Implementation and Management of SBE Program

Administration of the SBE program will be the responsibility of the Business Opportunity Programs Manager and will include, but not be limited to, the following activities:

A. Act as liaison between SBE firms and the Authority or prime contractors.

B. Maintain files and related record keeping, including literature, forms and reference materials pertaining to SBE matters.

C. Develop support staff for maintaining the SBE program.

D. Monitor the performance and actual utilization of SBEs as proposed at the time bids/proposals are opened, as well as throughout the term of the contract, including any changes in scope. The Business Opportunity Programs Manager will monitor all contracts to ensure that work committed to SBEs at contract award is actually performed by the SBEs. The Business Opportunity Programs Manager will monitor and review monthly activity reports from the prime contractor to ensure that SBE participation is legitimate and is credited toward overall or contract goals only when the work is performed and payments are actually made to SBE firms and, if necessary, meet with project managers and inspectors.

E. In the event the SBE is unable to perform the work, and a substitution is necessary, the Business Opportunity Programs Manager will ensure that the contractor makes a good faith effort to replace the SBE subcontractor with a qualified SBE.

F. Implement and manage the SBE program on a day-to-day basis by working with other departments to establish realistic goals and by providing technical assistance to other departments regarding the availability of SBE businesses who can participate in Authority contracts.

G. Develop, manage and implement the SBE program on a day-to-day basis by carrying out technical assistance activities for SBEs and by disseminating information on available business opportunities so that SBEs are provided an equitable opportunity to participate in Authority contracts.

Section 4.3 Activities to Enhance Opportunities

The following activities are designed to ensure that SBEs and other small firms have fair and full opportunities to compete for Authority contracts. It is the responsibility of the Business Opportunity Programs Manager to perform the following activities:

A. Inform and communicate to SBEs the Authority's contracting procedures and specific bid/proposal opportunities; plan and participate in business development training seminars and plan and participate in networking events and community outreach activities for the purpose of conveying information about various business and development opportunities at the Airport to potential contractors and suppliers and to bring potential prime and subcontractor companies together.

B. Assist Authority staff in evaluating opportunities for unbundling large projects to enable greater, more affordable access for SBEs as primes and as subcontractors.

C. Assist in identifying problems confronting SBEs and work diligently to arrive at acceptable solutions.

D. Encourage SBE attendance at pre-bid/pre-proposal meetings.

E. Verify and monitor the eligibility of SBEs named by prime contractors in accordance with the criteria set by the Authority's SBE program.

F. Maintain a system of records and reports documenting:

    1. Specific efforts made to identify and award contracts to SBEs;
    2. Specific awards made to SBEs; and
    3. All contract advertising prepared in accordance with procedures established by the Authority.

G. Conduct presentations with interested groups concerning the SBE program.

SECTION 5 – SBE OPPORTUNITIES

A function of the SBE program is to identify opportunities for SBEs to participate in Authority purchases, contracts and projects that are not federally funded. The program is intended to ensure the participation of SBEs who are ready, willing and able to provide goods or services for such purchases, contracts and projects and to measure the success of the program based on participation. To support these objectives, the Authority may utilize a variety of measures, including but not limited to:

1. Establishing SBE participation goals for contracts and projects;
2. Designating specific purchases, contracts, or portions of larger projects for competition exclusively among certified SBEs; and
3. Establishing participation goals for SBEs in tenant and concessionaire buildout design and construction.

Section 5.1 SBE Contract Goals

A. Opportunities for participation by SBEs will be identified when a project scope is developed.

B. To estimate SBE contract goals, the Business Opportunity Programs Manager will review proposed projects and identify opportunities for participation by SBEs on contracts for construction, engineering, architecture, other construction-related professional services and non-construction goods and services. The level of participation will be determined on the basis of SBE participation on previous projects, the type of work involved and the availability of SBEs for the work of the particular project.

C. The Authority will express a SBE contract goal as a percentage of the total dollar amount of the contract.

D. The Authority will establish SBE contract goals only on those projects that have subcontracting possibilities. The Authority may not establish a contract goal on every contract, and the size of contract goals will be adapted to the circumstances of each such contract, such as the location of the work and the availability of SBEs to perform the particular type of work.

Section 5.2 SBE Sheltered Market

The Business Opportunity Programs Manager, in coordination with the Procurement Department, will review proposed purchases, contracts or portions of larger projects for opportunities for competition exclusively among certified SBEs. This review will include an assessment of the availability, capacity and qualifications of certified SBEs to provide the required goods and services.

Section 5.3 SBE Buildout/Improvement and Management Contract Goals

A. The Authority may establish SBE participation goals for tenant, concessionaire, and other third-party buildout, renovation, improvement and construction activities, as well as certain management contracts conducted on Authority property. These goals are intended to encourage the utilization of certified SBEs in areas such as construction trades, professional services and suppliers.

B. The successful proposer, tenant, concessionaire, developer, or other responsible party will be expected to meet the established SBE participation goals or demonstrate good faith efforts to meet such goals by exploring all available opportunities to maximize SBE participation in:

1. The design and construction activities associated with the buildout or finish-out of each location; and
2. The procurement of goods and services utilized in ongoing daily operations.

C. The proposer may be required to submit a Compliance Plan that includes:

1. Projected SBE participation;

2. Identification of potential trades, goods and services to be procured through SBE firms;

3. A list of potential certified SBE firms anticipated to participate;

4. A description of the procurement and outreach process that will be utilized to provide SBE firms with meaningful opportunities to participate; and

5. Identification of a designated point of contact responsible for managing and monitoring compliance with the SBE participation commitment.

D. Post-award, all required SBE utilization forms and supporting documentation must be completed and submitted to the Authority before a Notice to Proceed for construction or improvements will be issued by the Authority. The Authority will monitor participation and compliance throughout the duration of the buildout, improvement project or management contract to evaluate progress toward established SBE goals and overall program effectiveness.

SECTION 6 - PROCEDURES TO ENSURE GOOD FAITH EFFORTS

Section 6.1 Bid/Proposal Information

A. On all contracts with contract goals, the Authority will require all bidders and proposers to utilize the documents contained in Attachment 1 to document the efforts taken by the bidder or proposer to obtain sufficient SBE participation to meet the goal or verify the good faith efforts made to meet the goal. Pertinent information regarding services of SBEs will be available to bidders and proposers via the SBE Directory, which is on the Authority's website, but will, in no way, relieve bidders or proposers of their responsibility to use any and all sources of information available to them in locating SBEs.

B. Failure of a bidder or proposer to submit the SBE information stated below in its bid or proposal may render the bid or proposal non-responsive:

1. The names and addresses of SBE firms that will participate in the contract;

2. A description of the work each named SBE firm will perform;

3. The dollar amount of participation by each named SBE firm;

4. Written confirmation in the form of a letter of intent for each SBE firm proposed to be utilized to meet the contract goal indicating a commitment to participate in the prime's bid or proposal; and

5. A copy of the SBE's certification letter from the Authority.

Section 6.2 Good Faith Efforts

A In all Authority contracts, the apparent successful bidder or proposer will satisfy the Authority that it has made good faith efforts to utilize SBEs in meeting the established SBE goal. Bidders or proposers will be required to submit the SBE Subcontractor Bid/Proposal Solicitation Worksheet in Attachment 1 with their bid if they fail to meet the goal.

B. The Business Opportunity Programs Manager will evaluate the good faith efforts of the apparent successful bidder or proposer within 48 hours following receipt of bids or proposals. In determining whether or not the bidder or proposer has made such good faith efforts, the Business Opportunity Programs Manager will consider the factors provided in 49 CFR part 26, Appendix A.

C. Bidders or proposers who fail to meet the SBE contract goal or good faith efforts will be determined non-responsive. Failure to make good faith efforts will be grounds for refusing to award the contract to the bidder or proposer if, upon investigation by the Authority, such investigation shows the bidder or proposer failed to make a good faith effort to meet the goal. Any bidder or proposer found to be non-responsive by the Authority will be entitled, at their option, to the administrative reconsideration process.

D. The Authority reserves the right to request any additional and supplemental information it deems necessary for the purpose of clarifying the SBE information submitted. The individual responsible for making initial good faith effort determinations for the Authority will be the:

Business Opportunity Programs Manager
Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622-2287
Telephone: (813) 554-1450

Section 6.3 Bids or Proposal Documents

A. All invitations to bid, RFPs or RFQs having established goals for SBE participation will comply with the SBE requirements of the Authority's SBE Policy and Program. Bid and proposal documents are contained in Attachment 1, which may be revised, amended and updated from time to time.

B. All invitations to bid, RFPs or RFQs for applicable projects will state that "Failure to comply with the requirements for participation by SBEs may disqualify the contractor from award of the contract." Any precondition applicable to the project will be fully explained in the bid specifications, RFP or RFQ.

Section 6.4 Re-consideration of Lack of Good Faith Efforts

Within five days of being informed by the Authority that it is not responsive because it has not met the SBE goal or documented adequate good faith efforts, a bidder/proposer may request administrative reconsideration. Bidder/proposer should make this request in writing to the following reconsideration official:

Vice President of Procurement
Hillsborough County Aviation Authority
Tampa International Airport
P. O. Box 22287
Tampa, Florida 33622
Telephone (813) 870-8761
E-mail: vpofprocurement@tampaairport.com

The Reconsideration Official will not have played any role in the original determination that the bidder/proposer did not document sufficient good faith efforts.

As part of the reconsideration, the bidder/proposer 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/proposer will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/proposer made adequate good faith efforts to do so. The Reconsideration Official will send 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.

SECTION 7 – CONTRACTOR AND SUPPLIER/VENDOR COMPLIANCE REQUIREMENTS

Section 7.1 Required Contract Provisions

The Authority will ensure that the elements of the SBE Policy and Program are implemented and monitored on applicable contract and purchase order, as indicated.

A. In all Authority contracts and purchase orders signed by a bidder or proposer and each subcontract signed with a subcontractor, the bidder or proposer must assure the Authority that:

> "The bidder/proposer, contractor, supplier/vendor and subcontractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The bidder/proposer, contractor, supplier/vendor or subcontractor will carry out applicable requirements of the Authority's SBE Policy and Program in the award and administration of Authority contracts. Failure by the bidder/proposer, contractor, supplier/vendor or subcontractor 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 Authority deems appropriate."

B. In accordance with the Authority's SBE Policy and Program, all contractors must promptly pay their sub-contractors who have submitted invoices for work already performed within 10 calendar days of being paid by the Authority. The following prompt payment clause is required in each Authority contract, and the contractor will require all subcontractors to have this clause in their subcontracts:

"The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 10 calendar days from the receipt of each payment the contractor receives from the Authority. The contractor agrees further to release retainage payments to each subcontractor within 10 calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above-mentioned time frame may occur only for good cause following written notice to the Authority. This clause applies to both SBE and non-SBE subcontractors."

C. In addition to promptly paying all sub-contractors within 10 calendar days, contractors must also release their retainage to those sub-contractors who have submitted an invoice for completed work accepted by the contractor and the Authority within 10 calendar days.

D. On Authority contracts, prompt payment and prompt payment of retainage requirements apply to all sub-contractors on the prime contract, whether SBE or non-SBE.

Section 7.2 Sanctions for Non-Compliance

In the event of the contractor's non-compliance with the Authority's SBE Policy and Program the Authority, after due process, will impose such contract sanctions as the Authority may determine to be appropriate, including but not limited to:

A. Withholding of payments to the contractor under the contract until the contractor complies; and/or

B. Cancellation, termination or suspension of the contract in whole or in part; and/or

C. Suspension or debarment of contractor from eligibility to contract with the Authority in the future or to receive bid packages or RFP/RRFQ packages.

Section 7.3 Counting SBE Participation Toward Goals

A. The Authority will count SBE participation toward contract goals, as provided in the Authority's SBE Policy and Program. The Authority will count only the value of the work actually performed by the SBE toward SBE goals on a contract in accordance with the following:

1. One hundred percent of that portion of a construction contract that is performed by the SBE's own forces, including the cost of supplies and materials obtained by the SBE for the work of the contract, including supplies purchased or equipment leased by the SBE, except supplies and equipment the SBE subcontractor purchases or leases from the contractor or its affiliate.

2. One hundred percent of the value of the work subcontracted by one SBE subcontractor to another SBE subcontractor. Work that a SBE subcontracts to a non-SBE firm does not count toward SBE goals.

3. One hundred percent of fees or commissions charged by a SBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of an Authority contract, toward SBE goals, provided the Authority determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.

B. Expenditures by an SBE contractor will count toward SBE goals only if the SBE is performing a commercially useful function on that contract. The following factors are considered in determining commercially useful function:

1. An SBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. With respect to materials and supplies used on a contract, the SBE must also be responsible, for negotiating price, determining quality and quantity, ordering the material, installing (where applicable) and paying for the material itself. To determine whether a SBE is performing a commercially useful function, the Authority will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the SBE credit claimed for its performance of the work, and other relevant factors.

2. An SBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of SBE participation. In determining whether a SBE is such an extra participant, the Authority will examine similar transactions, particularly those in which SBEs do not participate.

3. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SBE subcontracts a greater portion of the work of a contract than would be expected based on normal industry practice for the type of work involved, the Authority will presume that it is not performing a commercially useful function.

4. When an SBE is presumed not to be performing a commercially useful function, the SBE may present evidence to rebut this presumption. The Authority may determine whether the firm is performing a commercially useful function given the type of work involved and normal industry practices.

5. The Authority's decisions on commercially useful function matters are administratively final.

C. Expenditures with SBE manufacturers or regular dealers for materials or supplies will be counted at 100 percent toward SBE goals.

1. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.

2. A regular dealer is a firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

D. How to determine if a firm is a regular dealer.

1. The firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.

2. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment will be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis.

3. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

E. With respect to materials or supplies purchased from an SBE which is neither a manufacturer nor a regular dealer, the Authority will count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward SBE goals, provided the Authority determines the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. The Authority will not count any portion of the cost of the materials and supplies toward SBE goals.

F. If a firm is not an SBE in accordance with the Authority's SBE Policy and Program at the time a bid or proposal is submitted, the Authority will not count the firm's participation toward any SBE goals.

G. The Authority will not count the participation of an SBE subcontractor toward the prime contractor's SBE goal until the amount being counted toward the goal has been paid to the SBE.

Section 7.4 Procedures Relating to SBE Terminations or Changes during a Contract

A. Should the prime contractor, or any of its subcontractors or suppliers desire to alter or change the scope of work of a SBE subcontractor or supplier, or if the SBE subcontractor is unable to perform the work on a project, the prime contractor will immediately notify the Authority, prior to taking any action and request written approval for the remedial steps which the contractor proposes to take to comply with the SBE goal.

B. A prime contractor will be prohibited from terminating for convenience an SBE subcontractor listed in the contractor's letter of intent submitted to the Authority, or an approved substitute SBE firm, and then perform the work of the terminated subcontractor with its own forces or those of an affiliate, without the Authority's prior written consent.

C. When an SBE subcontractor is terminated or fails to complete its work on an applicable contract for any reason, the Authority will require the prime contractor to make good faith efforts to find another SBE subcontractor to substitute for the original SBE. These good faith efforts will be directed at finding another SBE to perform at least the same amount of work under the contract as the SBE that was terminated, to the extent needed to meet the contract goal the Authority established for the contract.

D. The Authority will include in each applicable contract a provision for appropriate administrative remedies that it will invoke if the contractor fails to comply with the requirements of this section. Failure to comply with the procedure relating to SBE terminations or changes during the contract will be a material violation of the contract and will invoke the sanctions for non-compliance specified in this policy and program.

SECTION 8 – NOTICE OF INELIGIBILITY AND MISREPRESENTATION

A. When a company's SBE eligibility is removed, the Authority will take the following action:

1. If a prime contractor has made a commitment to using the ineligible firm, but a subcontract has not been executed at the time the Authority notifies the company of its ineligibility, the ineligible company will not count toward the contract goal. The Authority will direct the prime contractor to meet the contract goal with an eligible SBE firm or demonstrate to the Authority that it has made a good faith effort to do so.

2. If a prime contractor has executed a subcontract with the firm before the Authority has notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit toward its SBE goal for the firm's work. In this case, or in a case where the Authority has let a prime contract to the SBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after the Authority issued the notice of its ineligibility will count toward the contract goal.

3. Exception: If the SBE's ineligibility is caused solely by having exceeded the size standard during the performance of the contract, the Authority may continue to count its participation on that contract toward the contract goal.

B. If a company attempts to participate in the Authority's SBE Policy and Program as an SBE on the basis of false, fraudulent or deceitful statements or misrepresentations or otherwise demonstrates a serious lack of business integrity or honesty, the Authority may suspend doing any further business with the company.

C. If a prime, in order to meet SBE contract goals or other SBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or misrepresentations, another company that does not meet the eligibility criteria of the Authority's SBE Policy and Program, or otherwise demonstrates a serious lack of business integrity or honesty in meeting the requirements of the Authority's SBE Policy and Program, the Authority may suspend doing any further business with the prime.

Michael Stephens, Chief Executive Officer

8/6/26

Date

Attachment 1 – SBE ASSURANCE AND PARTICIPATION

SECTION 00417 – SMALL BUSINESS ENTERPRISE (SBE) ASSURANCE AND PARTICIPATION

TITLE OF PROJECT AUTHORITY PROJECT NO. ______________________ AIRPORT

Select one of the following responses. Failure to complete this section may be grounds for rejection of the Bid.

☐ **Yes – Bidder Assures Prescribed SBE Goal.**

The Bidder assures that it will meet the SBE requirements stated in this Solicitation and the Hillsborough County Aviation Authority's SBE Policy and Program, and will subcontract with SBE firms certified under the Authority in an amount equal to at least ____% of the total dollar amount of the awarded Contract. The SBE goal stated above is the minimum prescribed goal; however, additional SBE participation is encouraged. The Bidder is required to submit a Letter of Intent for each SBE that will participate in the awarded Contract at the time the Bid is submitted to the Owner. The actual SBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Bidder. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to SBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the Bidder's SBE contractual commitment can only be modified by an amendment or change order.

OR

☐ **No - Bidder Does <u>NOT</u> Assure Prescribed SBE Goal.**

The Bidder is unable to assure SBE participation of the prescribed goal of ____%, but will subcontract with SBE firms in an amount equal to at least ____% of the total dollar amount of the awarded Contract. The Bidder must submit with its Bid a completed SBE Subcontractor Good Faith Effort Worksheet documenting Bidder's good faith efforts to meet the prescribed goal. In determining whether or not the Bidder made sufficient good faith efforts to meet the goal, the Owner will consider the factors listed in the SBE Policy and Program. The Bidder is required to submit a Letter of Intent for each SBE that will participate in the awarded Contract at the time the Bid is submitted to the Owner. The actual SBE contractual commitment will be the total amount of participation shown on the validated Letter(s) of Intent submitted by the Bidder. It is understood that the amounts shown on the Letter(s) of Intent are estimates and that actual amounts paid to SBE subcontractors may vary depending on the final adjustments of the estimated quantities; however, the Bidder's SBE contractual commitment can only be modified by an amendment or change order.

By: Name of Bidder:__________________________ Date:____________________

Bidder Representative's Name:

____ Title:______________________________

____

(Bidder Representative's Signature)

TITLE OF PROJECT
AUTHORITY PROJECT NO. _________
____________________________ AIRPORT

Letter of Intent Instructions Checklist

Follow this checklist when completing the Letter of Intent.

- ☐ A separate Letter of Intent has been completed for each proposed SBE firm.
- ☐ The Bidder's name, address, telephone number, FAX number and e-mail address has been entered.
- ☐ The proposed SBE firm's name, address, telephone number, FAX number and e-mail address has been entered.
- ☐ The description of the work to be performed by the SBE firm has been entered.
- ☐ The amount of the proposed SBE firm's subcontract has been entered.
- ☐ The Bidder has completed and signed the Commitment section.
- ☐ The SBE firm has completed and signed the Affirmation section.
- ☐ A copy of the SBE firm's certification letter from the Authority is attached to the Letter of Intent. SBE firm should be certified in the NAICS code and/or description of work that Bidder has indicated as scope of services SBE will perform under the Contract.

TITLE OF PROJECT
AUTHORITY PROJECT NO. _________
______________________________ AIRPORT

Letter of Intent

NOTE: Failure to complete this section may be grounds for rejection of the Bid.

Name of Bidder's firm: ____
Address: ____
City: ____________________________ State: _______________ Zip Code: _______________
Phone: ____________________________ Fax number: _________________
E-mail: ________________________________

Name of SBE firm: ____
Address: ____
City: ____________________________ State: _______________ Zip Code: _______________
Phone: ____________________________ Fax number: _________________
E-mail: ________________________________

Description of work to be performed by SBE firm: ____

Amount of the SBE firm's subcontract $___________________

Commitment

The Bidder is committed to utilizing the above-named SBE firm for the work described above.

By: Name of Bidder: ______________________________ Date: ______________________

Bidder Representative's Name:
____ Title: ________________________________

____
(Bidder's Representative Signature)

Affirmation

By: Name of SBE Firm: ____________________________ Date: ______________________

SBE Representative's Name:
____ Title: ________________________________

____
(SBE Representative's Signature)

PROJECT TITLE
AUTHORITY PROJECT NO. ________
______________________AIRPORT

Letter of Intent

If the Bidder does not receive award of the Contract, any and all representations in this Letter of Intent will be null and void.

NOTE: The cost of materials and/or supplies obtained and/or equipment leased by the SBE to perform the subcontract work (except supplies and equipment the SBE subcontractor purchases or leases from the prime contractor or its affiliate) may be included in the subcontract amount. In addition, the Owner will count 100% of the expenditures on materials and/or supplies obtained from a SBE manufacturer or regular dealer toward the SBE contract goal. With respect to materials or supplies purchased from a SBE which is neither a manufacturer nor a regular dealer, the Owner will count only the amount of fees or commissions charged for assistance with the procurement of the material or supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.

PROJECT TITLE
AUTHORITY PROJECT NO. ________
______________________AIRPORT

SBE Subcontractor Good Faith Effort Worksheet

In determining if the Bidder made sufficient good faith efforts to meet the prescribed SBE Contract Goal, the Owner will consider the factors listed in the SBE Policy and Program. If the Bidder is unable to meet the prescribed SBE contract goal, this Worksheet must be completed and submitted with the Bid. Failure to complete this Worksheet may be grounds for rejection of the Bid. Bidders must attach to this form sufficient documentation to enable the Owner to verify the information provided. Failure to complete this Worksheet form or provide sufficient supporting documentation may be grounds for rejection of the Bid. The Owner reserves the right to conduct further investigation concerning the Good Faith Efforts indicated and reserves the right to find that the Bidder did not make a Good Faith Effort even if this form is filled out. The Bidder may, although it is not required, document any other good faith efforts on separate sheets.

NOTE: Thorough written backup documentation in addition to this worksheet is required to substantiate the good faith effort.

Name of SBE Firm	Date of contact with SBE Firm	How SBE Firm contacted	Follow-Up (Telephone calls, e-mails, other contact)	Response to Follow-Up	Did SBE Firm submit a quote?		Explain
					Yes	No	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	
					☐	☐	

SECTION 00417 - SMALL BUSINESS ENTERPRISE (SBE) ASSURANCE AND PARTICIPATION

PROJECT TITLE
AUTHORITY PROJECT NO. ________
________________________AIRPORT

The following is a list of types of actions which the Owner will consider as part of the Bidder's good faith efforts to obtain SBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases. The Owner reserves the right to conduct further investigation concerning the Good Faith Efforts indicated and reserves the right to find that the Bidder did not make a Good Faith Effort even if this form is filled out. The Bidder may, although it is not required, document any other good faith efforts on separate sheets.

Good Faith Efforts: (Check Yes or No for each statement below)	**Yes**	**No**	**Explain**
1. Advertised in newspapers of general circulation, websites, trade associations, and small business focused media concerning subcontracting opportunities prior to the Bid Due Date.	☐	☐	
2. Selected portions of the work to be performed by SBEs in order to increase the likelihood of meeting the prescribed SBE goal including, where appropriate, breaking down contracts into economically feasible units to facilitate SBE participation.	☐	☐	
3. Provided interested SBEs with adequate information about the plans, specifications or requirements of the Contract.	☐	☐	
4. Negotiated in good faith with interested SBEs, not rejecting SBEs as unqualified without sound reasons after a thorough investigation of their capabilities.	☐	☐	
5. Made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the Owner or the Bidder.	☐	☐	
6. Effectively used the services of available community organizations; trade or business groups; local, state and federal small business assistance offices; and other organizations that provide assistance in the recruitment and placement of SBEs.	☐	☐	
7. Submitted a scope of work to SBE subcontractors, SBE sub-subcontractors, SBE suppliers, SBE sub-suppliers and so on, either directly or indirectly, with the intention of achieving, in whole or in part, the specified SBE goal.	☐	☐	
8. Fairly represented the SBE quotations in the formulation of its Bid.	☐	☐	
9. Conducted Outreach Meeting(s)	☐	☐	

END OF SECTION