

## Greenville-Spartanburg Airport District DBE Policy Statement

**Greenville-Spartanburg Airport District (The District)**, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. **The District** has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, **The District** has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the **The District** to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also **The District's** policy to engage in the following actions on a continuing basis:

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

**Matthew Hall, the GSP Procurement Manager**, has been delegated as the DBE Liaison Officer. In that capacity, **the GSP Procurement Manager** is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by **The District** in its financial assistance agreements with the Department of Transportation.

**The District** disseminates this policy statement throughout the **District** and to all of the components of our organization. This statement will be distributed to DBE and non-DBE business communities that may perform work on **The District's** DOT-assisted contracts.

David

Edwards

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**David N. Edwards, Jr.**  
**President/CEO**

## **GENERAL REQUIREMENTS**

### **Section 26.1        Objectives**

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

### **Section 26.3        Applicability**

The Greenville-Spartanburg Airport District (“District”) is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

### **Section 26.5        Definitions**

The District will use terms in this program that have their meanings defined in Part 26, § 26.5.

### **Section 26.7        Non-discrimination Requirements**

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

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

### **Section 26.11      Data Collection and Reporting Requirements**

#### **Reporting to DOT**

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

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

The District will transmit to FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Part 26. The District will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA’s designated reporting system.

## Bidders List

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

The District will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm
- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc) rather than requesting an exact figure from the firm.

The District will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

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

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

### **Section 26.13      Assurances Recipients and Contractors Must Make**

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

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

The District shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its

DBE program or the requirements of 49 CFR Part 26. The District shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The District's DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 District of its failure to carry out its approved program, the Department 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 District will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

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

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

## **ADMINISTRATIVE REQUIREMENTS**

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

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

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

## **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

## **Section 26.25 DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for the District:

*Matthew Hall*  
*Procurement Manager*  
*2000 GSP Drive, Suite1, Greer, SC 29651*  
*(864) 655-5301*  
[mhall@gspairport.com](mailto:mhall@gspairport.com)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the District complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the David Edwards, Jr. concerning DBE program matters.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of four and a consultancy service 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 DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the District's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Plans and participates in DBE training seminars.
12. Provides outreach to DBEs and community organizations to advise them of opportunities.

## **Section 26.27 DBE Financial Institutions**

It is the policy of the District 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 DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

The District will make reasonable efforts to identify financial institutions owned by economically disadvantaged individuals on an as needed basis to meet the District's financial requirements. If the District identifies viable financial institutions, the District will encourage prime contractors to investigate their services and/or encourage their subcontractors to investigate such financial institutions.

There are no financial institutions (NAICS – 522110) located in South Carolina at this time.

## **Section 26.29 Prompt Payment Mechanisms**

The District 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. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the District established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the District.

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

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

For every airport construction project funded under Federal grant assistance programs, The District includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

### Prompt Payment Monitoring for DBEs and Non-DBEs

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

The District will post confirmation of payments to prime contractors in the District's main administrative office located at the following address: 2000 GSP Drive, Suite 1, Greer, South Carolina 29651.

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

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

### Prompt Payment Dispute Resolution

The District will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29.

To satisfactorily comply with the purpose of this part, the District may schedule a meeting with the prime contractor, affected subcontractor(s), DBELO, and other staff as necessary to resolve disputes regarding whether work has been completed as agreed upon in order to facilitate prompt payment to the subcontractor(s) by the prime contractor.

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

1. Contractual language specifying that the decision to award the contract will be conditioned upon the District's satisfaction that the respondent has demonstrated performance of good faith efforts.
2. Contractual language requiring that contractors also sign the Assurance of DBE Participation form as required by the Federal Supplemental Contract Clauses and Requirements for Construction Contracts, which requires bidders to comply with 49 CFR Part 26. Failure to meet these requirements may be considered grounds for rejecting a bid or proposal.
3. DBE Participation verification and prompt payment process:
  - a) Prior to award of a contract, a prime contractor must submit a Letter of Intent to DBE sub participants listed in their response. The Letter of Intent must identify the scope of work and the estimated dollar value of the subcontract. The Letter of Intent must be on the prime contractor's letterhead, signed and countersigned by the DBE.
  - b) After award, a prime contractor is required to submit to the District monthly verification of payment to its subcontractors on a report indicating how much each subcontractor has been paid for the month and to-date. The District will also follow-up with subcontractors to ensure prompt receipt of payment as specified in the agreement.
  - c) Contractual language requiring the prime contractor to make good faith efforts to replace any DBE unable to perform with another DBE. The District must approve substitutions after a notice of award. Approval is subject to verification of the inability of a DBE to perform.

### Prompt Payment Complaints

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

1. The affected subcontractor should file or make a complaint with the prime contractor directly regarding payment. If a subcontractor is not comfortable with contacting the prime contractor directly, the affected subcontractor may contact the District's DBELO for help in facilitating the filing of the complaint.
2. If filing a complaint with the prime contractor does not resolve the payment dispute, the affected subcontractor may contact the District's DBELO to file a complaint.
3. If filing a prompt payment complaint with the DBELO does not resolve the payment dispute, the affected subcontractor may contact the FAA Office of Civil Rights.

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

### Enforcement Actions for Noncompliance of Participants

The District provides appropriate means to enforce the requirements of § 26.29. These means include:



1. The District will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT 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 26.109.
2. The District will consider similar action under its own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulations, provisions, and contract remedies available to the District in the event of non-compliance with the DBE regulations by a participant in procurement activities.
3. The District will also provide a monitoring and enforcement mechanism to verify that work committed to DBEs at contract award is actually performed by DBEs. This will be accomplished by the following means:
  - a. Review bid package documentation thoroughly, obtaining clarification, if necessary.
  - b. Review monthly reports regarding employment as well as DBE participation to ensure adherence to plan as represented in bid documents and as stipulated in this program.
  - c. Monitor progress of payments to DBEs through monthly reports from prime contractors.
  - d. Monitor progress of DBEs work through on-site visits and communication with DBEs.
4. The District 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.
5. The District will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished by those means set forth in Attachment 7.

The District will actively implement the enforcement actions detailed above.

### **Section 26.31      Directory of Certified Firms**

The District is a non-certifying member of the South Carolina Certification Program (UCP). The District uses the South Carolina Department of Transportation Unified Certification Program (SCDOT UCP) DBE Directory, maintained by the South Carolina Department of Transportation (SCDOT). The UCP maintains a directory identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

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

- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
  1. Physical location
  2. NAICS code(s)
  3. Work descriptions
  4. All additional data fields of readily verifiable optional information described above.

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

**Section 26.33      Over-concentration**

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

**Section 26.35      Business Development and Mentor-Protégé Programs**

The District has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

**Section 26.37      Monitoring Responsibilities**

The District implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

The District actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained and recorded by the use of a pre-formatted form that records the monthly payments to each prime contractor and subcontractors for each project. The monthly report will be based on the monthly payment applications submitted by the prime contractor. The payment application will be reviewed by the District's project management team. This mechanism to maintain a running tally of overall goal attainment will be used to inform the District decisions to implement goals

on contracts to be advertised, according to our established contract goal-setting process.

The District actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained by The running tally for overall goal monitoring will be maintained and recorded by the use of a pre-formatted form that records the monthly payments to each prime contractor and subcontractors. The monthly report will be based on the monthly payment applications submitted by the prime contractor. The payment application will be reviewed by the District's project management team. These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

#### Monitoring Contracts and Work Sites

The District 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, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by the District's DBELO. Contracting records are reviewed by the District's DBELO. The District will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

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

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

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. The District acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

### **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

#### **Section 26.43      Set-asides or Quotas**

The District does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

## **Section 26.45 Overall Goals**

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

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the District does not anticipate awarding prime contracts in which the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the District will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The District will use a combination of bidders from similar, recent projects, the South Carolina Department of Transportation UCP registry, and a determination of relevant NAICS codes from the market area capable of performing work for proposed projects as a method to determine a weighted base figure. that have bid or quoted (successful and unsuccessful) on DOT- assisted prime contracts or subcontracts in the past three years. Determine the number of all businesses that have bid or quoted (successful and unsuccessful) on prime or subcontracts in the same time period. Divide the number of DBE bidders and respondents by the number of all businesses to derive a base figure for the relative availability of DBEs in the District's market. When using this approach, we will establish a mechanism (documented in our goal submission) to directly capture data on DBE and non-DBE prime and subcontractors that submitted bids or quotes on our DOT-assisted contracts. Any methodology the District chooses will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the market. The District understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the "base figure" percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The District will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the

evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

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

In establishing the overall goal, the District will provide for consultation and publication. This includes consultation with minority, women's 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 District 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, and it will occur before the District is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which the District engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the District will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the District'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 posted on the District's official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of the District. This notice will provide that the District will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) and the location(s) where the proposed goal may be reviewed. **The public comment period will not extend the August 1<sup>st</sup> deadline.**

The Overall Three-Year DBE Goal submission to the FAA will include any information and comments received, who provided the comment, and how the District considered and responded to any comments and information received before finalizing the goal.

The District will begin using the overall goal on October 1 of the relevant period, unless other instructions from the FAA have been received.

### Project Goals

If permitted or required by the FAA, 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 it must meet all the substantive and procedural requirements 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

The District 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 the District for calculating goals is inadequate, the FAA may, after consulting with the District, adjust the overall goal or require that the goal be adjusted by the District. 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 § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

#### **Section 26.47      Failure to meet overall goals**

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

The District understands that to be considered 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 District 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 in order to be regarded by the Department 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) The District 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 the FAA upon request.

## **Section 26.51 Means Recipients Use to Meet Overall Goals**

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

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

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

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The District 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.

### Contract 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 DOT-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).

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

### **Section 26.53      Good Faith Efforts Procedures in Situations where there are Contract Goals**

#### 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 bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

The Director of Design and Construction 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 District 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.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:



- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - a. The names and addresses of DBE firms that will participate in the contract;
  - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - c. The dollar amount of the participation of each DBE firm participating;
  - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
  - f. If the contract goal is not met, evidence of good faith efforts (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;
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
  - a. Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

Provided that, in a negotiated procurement, such as a procurement for professional services, 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 (b)(2) of this section before the final selection for the contract is made by the District. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

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

responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

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

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

#### Administrative Reconsideration of Good Faith Efforts determinations

Within 5 business days of being informed by the District that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

David N. Edwards, Jr. (President/CEO)  
Greenville-Spartanburg Airport District  
2000 GSP Drive, Suite 1,  
Greer, SC 29651  
[dedwards@gspairport.com](mailto:dedwards@gspairport.com)

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 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/offeror made adequate good faith efforts to do. The

bidder/offeror will be sent 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 Department of Transportation.

#### Good Faith Efforts procedural requirements (post-solicitation/award)

The District 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 the District deems appropriate if the prime contractor fails to comply with the requirements of this section.

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

The District will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless the District causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The District will include in each prime contract a provision stating that:

- (1) The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the District's written consent as provided in § 26.53(f); and
- (2) Unless the District's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The District may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that he prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;

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

Before transmitting to the District the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the District sent concurrently, of its intent to request to terminate and the reason for the proposed request.

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

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If the District requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. The District shall provide a written

determination to the contractor stating whether or not good faith efforts have been demonstrated.

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

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

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

For FAA-funded projects only, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the 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**

The District is a non-certifying member of the South Carolina Department of Transportation Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. The South Carolina Department of Transportation UCP will use 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. Certifying South Carolina Department of Transportation UCP members make all certification decisions based on the facts as a whole.

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

South Carolina Minority & Small Business Affairs  
955 Park Street  
PO Box 191  
Columbia, SC 29202-3959  
(803) 737-1372  
[DBECertification@scdot.org](mailto:DBECertification@scdot.org)

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

## **SUBPART E – CERTIFICATION PROCEDURES**

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full South Carolina Department of Transportation UCP agreement. The full UCP agreement can be found at: <https://www.scdot.org/business/business-development-overview.html>.

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

The District is a member of a Unified Certification Program (UCP) administered by the South Carolina Department of Transportation. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

### **Section 26.91 Actions Following DOT Certification Appeal Decisions**

If the District is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

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

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

The District understands that if it fails to comply with any requirement of this part, the District may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, 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 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 FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

The District understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

### **Section 26.103 Enforcement Actions Applicable to FHWA and FTA Programs**

The provisions of this section apply to enforcement actions under FHWA and FTA programs. **ONLY** paragraph (2) of this section is also applicable in FAA programs.

- (1) **Noncompliance complaints.** Any person who believes that a recipient has failed to comply with its obligations under this part may file a written complaint

with the concerned operating administration's Office of Civil Rights. A complaint must be filed no later than 180 days after the date of the alleged violation or the date on which the complainant learned of a continuing course of conduct in violation of this part. In response to a complainant's written request, the Office of Civil Rights may extend the time for filing in the interest of justice, specifying in writing the reason for so doing. The Office of Civil Rights may protect the confidentiality of a complainant's identity as provided in § 26.109(b). Complaints under this part are limited to allegations of violation of the provisions of this part.

- (2) **Compliance reviews.** The concerned operating administration may review the recipient's compliance with this part at any time, including reviews of paperwork and on-site reviews, as appropriate. The Office of Civil Rights may direct the operating administration to initiate a compliance review based on complaints received.
- (3) **Reasonable cause notice.** If it appears, from the investigation of a complaint or the results of a compliance review, that the District is in noncompliance with part 26, the appropriate DOT office will promptly send the District, return receipt requested, a written notice advising that there is reasonable cause to find the District in noncompliance. The notice states the reasons for this finding and directs the District to reply within 30 days concerning whether you wish to begin conciliation.
- (4) **Conciliation.**
  - a. If the District requests conciliation, the appropriate DOT office shall pursue conciliation for at least 30, but not more than 120, days from the date of the request. The appropriate DOT office may extend the conciliation period for up to 30 days for good cause, consistent with applicable statutes.
  - b. If the District and the appropriate DOT office sign a conciliation agreement, then the matter is regarded as closed and the District is regarded as complying. The conciliation agreement sets forth the measures the District has taken or will take to ensure compliance. While a conciliation agreement is in effect, the District remains eligible for FHWA or FTA financial assistance.
  - c. The concerned operating administration shall monitor the implementation of the conciliation agreement and ensure that its terms are complied with. If the District fails to carry out the terms of a conciliation agreement, the District is in noncompliance.
  - d. If the District does not request conciliation, or a conciliation agreement is not signed within the time provided earlier in this section, then enforcement proceedings begin.
- (5) **Enforcement actions.**
  - a. Enforcement actions are taken as provided in this subpart.
  - b. Applicable findings in enforcement proceedings are binding on all DOT offices.

## **Section 26.105      Enforcement Actions Applicable to FAA Programs**

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

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

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

### **Section 26.107 Enforcement Actions Applicable to Participating Firms**

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

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

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

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

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

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

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and



Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

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 Department'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 DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

The District, 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 District understands that it is in noncompliance with Part 26 if it violates this prohibition.

## **ATTACHMENTS**

- Attachment 1 Regulations: Link to 49 CFR Part 26 (eCFR)
- Attachment 2 Organizational Chart
- Attachment 3 Bidder's List Collection Form
- Attachment 4 Link to UCP Directory of Certified Firms
- Attachment 5 Overall Goal Methodology
- Attachment 6 Demonstration of Good Faith Efforts Forms
- Attachment 7 DBE Monitoring and Enforcement Mechanisms
- Attachment 8 Link to Certification Application Form and Personal Net Worth Statement
- Attachment 9 State's UCP Agreement
- Attachment 10 Small Business Element Program

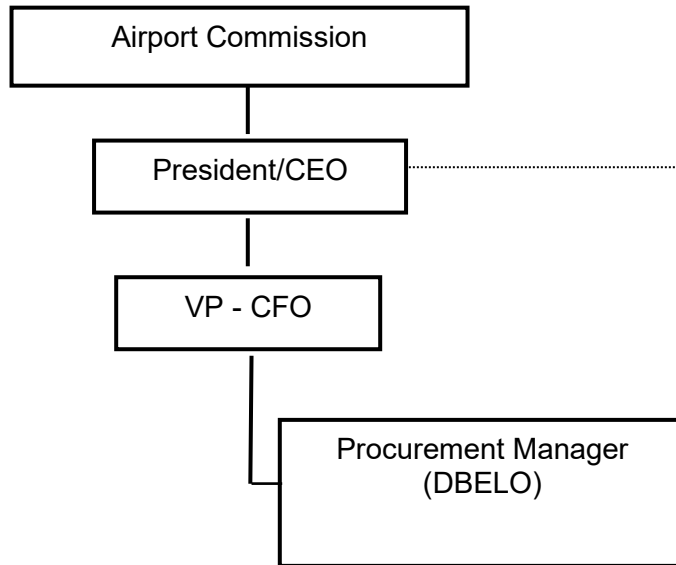
## **ATTACHMENT 1**

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

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

**ATTACHMENT 2**

**GREENVILLE-SPARTANBURG AIRPORT DISTRICT**  
**ORGANIZATIONAL CHART**



### ATTACHMENT 3

#### Bidder's List Collection Form

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 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 \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 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 \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 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 \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

## **ATTACHMENT 4**

The South Carolina UCP Directory may be found here:

### **South Carolina Disadvantaged Business Program**

<https://www.scdot.org/business/bus-development-dbe-certification.html>

### **DBE Certification Directory**

<https://www.scdot.org/business/bus-development-dbe-sbe-cert.html>

### **Minority & Small Business Affairs Staff**

<https://www.scdot.org/business/bus-development-directory.html>

## ATTACHMENT 5

### Overall DBE Three-Year Goal Methodology

**Name of Recipient:** Greenville-Spartanburg International Airport owned by Greenville-Spartanburg Airport District

**Goal Period:** FFY-2024-2026 – October 1, 2024 through September 30, 2027

<b>DOT-assisted contract amount:</b>	FY-2024	\$ 4,250,000
	FY-2025	\$ 6,447,808
	FY-2026	\$ 9,549,452
	<b>Total</b>	<b>\$ 20,247,260</b>

**Overall Three-Year Goal:** 10%, to be accomplished through 8.9 % RC and 1.1 % RN

**Total dollar amount to be expended on DBEs:** \$2,032,326

**Describe the Number and Type of Contracts that the airport anticipates awarding:**

Contracts Fiscal Year #1

1. Correct RGL MOS (Construction Phase) - \$1,260,000
2. Airfield Pavement Improvement Priority 3 – Design Phase (RW 4/22) – \$855,000
3. GA Expansion Area Phase 2 Site Prep – Construction Phase – \$2,135,000

Contracts Fiscal Year #2

1. Airfield Pavement Improvement Priority 3 - Construction Phase (RW 4/22) – \$4,250,000
2. Automated Shuttle Airport Project (ASAP) Infrastructure (use 4 years of AIG banked funds) - \$2,197,808

Contracts Fiscal Year #3

1. TW H Design Phase – \$450,000
2. South Aviation Complex Taxiway – Site Prep Construction Phase – \$3,800,000
3. ATP Funding Request – Terminal Phase 2 Project – \$5,299,452

**Market Area:**

Anderson, SC	Pickens, SC
Union, SC	Spartanburg, SC
Cherokee, SC	Cleveland, NC
York, SC	Gaston, NC
Greenville, SC	Graham, NC
Laurens, SC	Henderson, NC
Oconee, SC	Mecklenburg, NC

## Step 1. Relative Availability of DBEs

The step 1 figure for the relative availability was calculated as follows:

Method: The following resource documents were used to determine the data presented below:

1. South Carolina UCP Directory.
2. 2021 County Business Patterns, Census Bureau.
3. Uniform Report of DBE Commitments / Awards and Payments.
4. Greenville-Spartanburg Airport District Capital Improvement Plan.

Fiscal Year #1

For FY-2024, award of the following is anticipated:

**Table 3a: Step 1 Base Figure  
Greenville-Spartanburg Airport District**

<b>1. FY 2024 - Correct RGL MOS (Construction Phase)</b>						
<b>Trades</b>	<b>NAICS</b>	<b># of DBE Firms</b>	<b>All Firms</b>	<b>%DBE Availability</b>	<b>NAICS Dollars</b>	<b>DBE Dollars</b>
Highway, Street, and Bridge Construction	237310	18	96	18.8%	\$141,957	\$26,617
Electrical Contractors	238210	15	713	2.1%	\$1,027,062	\$21,607
Site Prep Contractors	238910	30	380	7.9%	\$62,589	\$4,941
Landscaping Services	561730	23	1229	1.9%	\$28,391	\$531
<b>Total</b>					<b>\$1,260,000</b>	<b>\$53,697</b>
<b>Weighted Base Figure</b>						<b>4.3%</b>

**Table 3b: Step 1 Base Figure  
Greenville-Spartanburg Airport District**

<b>2. FY 2024 - Airfield Pavement Improvement Priority 3 - Design Phase (RW 4/22)</b>						
<b>Trades</b>	<b>NAICS</b>	<b># of DBE Firms</b>	<b>All Firms</b>	<b>%DBE Availability</b>	<b>NAICS Dollars</b>	<b>DBE Dollars</b>
Engineering Services	541330	23	680	3.4%	\$684,000	\$23,135
Land Surveying Services	541370	3	104	2.9%	\$57,000	\$1,644
Geotechnical Testing Services	541380	6	57	10.5%	\$114,000	\$12,000
<b>Total</b>					<b>\$855,000</b>	<b>\$36,780</b>
<b>Weighted Base Figure</b>						<b>4.3%</b>



**Table 3c: Step 1 Base Figure  
Greenville-Spartanburg Airport District**

<b>3. FY 2024 - GA Expansion Area Phase 2 Site Prep - Construction Phase</b>						
<b>Trades</b>	<b>NAICS</b>	<b># of DBE Firms</b>	<b>All Firms</b>	<b>%DBE Availability</b>	<b>NAICS Dollars</b>	<b>DBE Dollars</b>
Drainage	237110	9	94	9.6%	\$125,846	\$12,049
Concrete	238110	20	189	10.6%	\$681,616	\$72,129
Site Prep Contractors	238910	30	380	7.9%	\$1,286,742	\$101,585
Landscaping Services	561730	23	1229	1.9%	\$40,796	\$763
<b>Total</b>					<b>\$2,135,000</b>	<b>\$186,526</b>
<b>Weighted Base Figure</b>						<b>8.7%</b>

Fiscal Year #2

For FY-2025, award of the following is anticipated:

**Table 3d: Step 1 Base Figure  
Greenville-Spartanburg Airport District**

<b>4. FY 2025 - Airfield Pavement Improvement Priority 3 - Construction Phase (RW 4/22)</b>						
<b>Trades</b>	<b>NAICS</b>	<b># of DBE Firms</b>	<b>All Firms</b>	<b>%DBE Availability</b>	<b>NAICS Dollars</b>	<b>DBE Dollars</b>
Highway, Street, and Bridge Construction	237310	18	96	18.8%	\$3,494,863	\$655,287
Electrical Contractors	238210	15	713	2.1%	\$213,991	\$4,502
Site Prep Contractors	238910	30	380	7.9%	\$127,209	\$10,043
Engineering Services	541330	23	680	3.4%	\$254,418	\$8,605
Land Surveying Services	541370	3	104	2.9%	\$63,604	\$1,835
Landscaping Services	561730	23	1229	1.9%	\$95,915	\$1,795
<b>Total</b>					<b>\$4,250,000</b>	<b>\$682,067</b>
<b>Weighted Base Figure</b>						<b>16.0%</b>

**Table 3e: Step 1 Base Figure  
Greenville-Spartanburg Airport District**

<b>5. FY 2025 - Automated Shuttle Airport Project (ASAP) Infrastructure (use 4 years of AIG banked funds)</b>						
<b>Trades</b>	<b>NAICS</b>	<b># of DBE Firms</b>	<b>All Firms</b>	<b>%DBE Availability</b>	<b>NAICS Dollars</b>	<b>DBE Dollars</b>
Water & Sewer Line Construction	237110	9	94	9.6%	\$576,852	\$55,231
Highway & Street	237310	18	96	18.8%	\$116,524	\$21,848
Concrete Contractors	238110	20	189	10.6%	\$576,852	\$61,043
Roofing	238160	7	221	3.2%	\$46,148	\$1,462
Electrical	238210	15	713	2.1%	\$116,524	\$2,451
Mechanical	238220	9	1036	0.9%	\$92,296	\$802
Carpentry	238350	3	298	1.0%	\$46,148	\$465
Other Building Finishing Contractors	238390	3	92	3.3%	\$46,148	\$1,505
Site Prep Contractors	238910	30	380	7.9%	\$576,852	\$45,541
Other Building Finishing Contractors	238990	19	469	4.1%	\$1,154	\$47
Engineering	541330	23	680	3.4%	\$1,154	\$39
Surveying	541370	3	104	2.9%	\$1,154	\$33
<b>Total</b>					<b>\$2,197,808</b>	<b>\$190,466</b>
<b>Weighted Base Figure</b>						<b>8.7%</b>

Fiscal Year #3

For FY-2026, award of the following is anticipated:

**Table 3f: Step 1 Base Figure  
Greenville-Spartanburg Airport District**

<b>6. FY 2026 - TWH Design Phase</b>						
<b>Trades</b>	<b>NAICS</b>	<b># of DBE Firms</b>	<b>All Firms</b>	<b>%DBE Availability</b>	<b>NAICS Dollars</b>	<b>DBE Dollars</b>
Engineering Services	541330	23	680	3.4%	\$360,000	\$12,176
Land Surveying Services	541370	3	104	2.9%	\$30,000	\$865
Geotechnical Testing Services	541380	6	57	10.5%	\$60,000	\$6,316
<b>Total</b>					<b>\$450,000</b>	<b>\$19,358</b>
<b>Weighted Base Figure</b>						<b>4.3%</b>

Sum of Weighted DBE Availability for **[FY2024-2026]**: \$1,168,894

Sum of All Trades for **[FY20xx-20xx]**: \$11,147,808

Weighted DBE Goal at Step 1: 10.4%

## Step 2: Adjustments to Step 1 base figure

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what, if any, adjustment to the base figure was needed in order to arrive at the overall goal.

### Past History Participation

One piece of data used to determine the adjustment to the base figure was the median of historical DBE accomplishments, as follows:

**Table 4: Greenville-Spartanburg Airport District  
DBE Accomplishment**

Report Period	DBE Goal	DBE Percent Achieved	Achieved Over/Under
FY 2018	11.0%	12.1%	1.1%
FY 2019	11.0%	0.1%	-10.9%
FY 2020	13.8%	3.4%	-10.4%
FY 2021	7.7%	19.9%	12.2%
FY 2022	7.7%	17.9%	10.2%
<b>Median</b>	<b>11.0%</b>	<b>12.1%</b>	<b>1.1%</b>

Source: Uniform Report of DBE Commitments/Awards and Payments

Arranging this historical data from low to high, (0.1%, 3.4%, 12.1%, 17.9%, 19.9%) the median is 12.1%.

Step 1 Base averaged with historical median:  $(10.4\% + 12.1\%)/2 = 11.25\%$

To arrive at an overall goal, the Step 1 base figure was added to the Step 2 adjustment figure and the total was averaged, arriving at an overall goal of 11.25%. The District believes this adjusted goal accurately reflects DBE participation that can be achieved for the type(s) of work being awarded during this three-year period.

Furthermore, there are no relevant disparity studies applicable to the District's contracting program and market area.

### **Breakout of Estimated "Race and Gender Neutral" (RN) and "Race and Gender Conscious" (RC) Participation.**

The District will meet the maximum feasible portion of the overall goal by using RN means of facilitating 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.
2. Carrying out information and communications programs on contracting procedures and specific contract opportunities.

The District estimates that in meeting the established overall goal of 10%, it will obtain 1.1% from RN participation and 8.9% through RC measures.

This breakout is based on: the projects from the previous years show that the median amount by which the past DBE goals were over-achieved is 1.1%.

**Table 4: Greenville-Spartanburg Airport District  
DBE Accomplishment**

Report Period	DBE Goal	DBE Percent Achieved	Achieved Over/Under
FY 2018	11.0%	12.1%	1.1%
FY 2019	11.0%	0.1%	-10.9%
FY 2020	13.8%	3.4%	-10.4%
FY 2021	7.7%	19.9%	12.2%
FY 2022	7.7%	17.9%	10.2%
<b>Median</b>	<b>11.0%</b>	<b>12.1%</b>	<b>1.1%</b>

Source: Uniform Report of DBE Commitments/Awards and Payments

The District will monitor DBE participation on an ongoing basis during the goal period and adjust the estimated breakout of RN and RC DBE participation as needed.

**Consultation:**

In establishing the overall goal, the District provided for consultation and publication. This process included consultation with minority, women’s, 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 District efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and was conducted before the goal methodology was submitted to the operating administration for review. Details of the consultation process are as follows:

A public meeting notice was provided on July 17, 2023 and posted at 2000 GSP Drive, Suite 1, Greer, South Carolina 29351. The notice was posted on the District’s official website. Lastly, the notice was advertised in two local newspapers, The Greenville News and the Spartanburg Herald. The public notice document is below:



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## PUBLIC NOTICE

July 17, 2023

Greenville-Spartanburg Airport  
DBE Goal for Federal Fiscal Years 2024-2026

In accordance with 49 CFR Part 26.45(g), the Greenville-Spartanburg Airport (GSP), a recipient of U.S. Department of Transportation (DOT) assistance, announces a proposed Federal Aviation Administration (FAA) Disadvantaged Business Enterprise (DBE) goal of 10.0% for the three-year period beginning October 1, 2023, through September 30, 2026. 8.9% of the proposed DBE goal is race-conscious and represents the percentage of work that will be incorporated into FAA-assisted projects during the three-year period.

The goal methodology was reviewed in a meeting with the public on Wednesday, July 12, and will also be published on the GSP Airport website for the next 30 days. Comments on this proposed goal will be accepted for thirty (30) days from the date of this notice and should be sent to [kdawsey@gspairport.com](mailto:kdawsey@gspairport.com).

For additional information on GSP's overall DBE Goal Setting Methodology, please contact Kelly Dawsey via email or by phone.

Kelly Dawsey  
VP-Chief Human Resources Officer  
Greenville-Spartanburg Airport District  
[kdawsey@gspairport.com](mailto:kdawsey@gspairport.com)  
864.848.6271

A face-to-face public meeting was held on July 12, 2023 from 1:00pm until 2:00 pm. The purpose of the meeting was to provide the following information:

1. Background, purpose, and goal requirements of the FAA-DBE program.
2. Overview of the DBE goal methodology and basic requirements, such as use of most refined data, identification of a normal market area, and employment of a two-step process in establishing the overall 3-year DBE goals.
3. Calculation of the base-figure goal (Step 1), and adjusted goal (Step 2), through "weighting" and consideration of indicators of "capacity".

The sign-in sheet for the meeting is below:

Sign-in sheet

Meeting: GSP Airport FY2024-FY2026 Public DBE Go

Date: July 12, 2023; 1:00pm-2:00pm

NAME	COMPANY
BRADEN BUSOLO	MESSEI CONSTRUCTION
Matt Irwin	"
Don L.	C&G LLC
Abangwa Ikein	GPATS
JEFF CCIF70-1	GSP
Kelly Green	KLG Engineering
Bobby Alexander	Pyramid Contracting, LLC
Angelia Raynor	FIVE BOYS TRUCKING
CURTIS ASKEW	Data Ngine Consulting
Nathaniel Abraham Jr	Upstate Parvaneh
Nathaniel Abraham III	Upstate Panorama

Sign-in sheet

Meeting: GSP Airport FY2024-FY2026 Public DBE Go

Date: July 12, 2023; 1:00pm-2:00pm

NAME	COMPANY
Eric Cook	MBA

Questions and Feedback received from stakeholders during the meeting are as follows:

1. Problem is the marketability and the fact that the DBE company has to do their own research. The SC DOT office is supposed to know who is bidding and they do not. Accountability of DOT that the list of DBE companies is accurate needs to be improved. A better job of lining things out needs to be done. Have to do better with communication.

2. GSP discussed the DBE outreach events having DOT explain the certification process, for new prospective DBE companies, and sharing that the airport website has a sign up for proactive communications on upcoming opportunities and projects.
3. A question was asked about clarification on DBE vs. MBE. This clarification was provided by Wilfred Nixon of Ken Weeden & Associates.
4. Suggestion was made to broaden the look from the UCP directory for DBE companies to add the ACS.
5. Challenge was given to participate in broadening the pool of DBE companies and to read the Disparity Study and to go out of the norm for participation in broadening the pool.
6. Point was raised that they thought the DBE Goal needed to be increased from what was developed and communicated.
7. Question was raised on why the market area in the methodology was only the upstate of South Carolina.
8. Question was asked if the airport has non-federally funded projects and if we have goals for those projects?
9. Suggestion was made to increase the sources of communication for DBE activities to include: Chamber of Commerce, Workforce Development groups, Churches, Colleges & Universities, SBDC office. Point was made to not just check the box but give earnest effort to use DBE companies.
10. Point was made that the invitation to the meeting was given through an airport employee and that they did not receive notice of the meeting. Increase communication of such meetings was recommended.
11. Discussion was raised about the company codes on the DBE certificate not aligning with the DBE company codes that were used in the goal methodology and how could we improve the disconnect in the industry on the NAIS codes and not recognizing the actual category. Suggestion was made to further subdivide projects into further NAIS codes.

A notice of the proposed goal was published on the District's official website before the methodology was submitted to the FAA. The notice can be found here:

<https://gspairport.com/disadvantaged-business-enterprise/>.

**ATTACHMENT 6**

**Demonstration of Good Faith Efforts - Forms 1, 2, and 3**

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

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- Bidder/offeror has met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_ % DBE utilization on this contract.
  
- Bidder/offeror has not met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_% DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: \_\_\_\_\_

Bidder/Offeror Representative:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**FORM 2: LETTER OF INTENT**

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

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

Name & title of firm's AR: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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

Name & title of DBE firm's AR: \_\_\_\_\_

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

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work to be performed by DBE firm:

<i>Description of Work</i>	<i>NAICS</i>	<i>Dollar Amount / %*</i>	<i>Manufacturer/Regular Dealer/Distributor/Broker**</i>

*\*Percentage is to be used only in negotiated procurements*

*\*\*For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.*

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

\_\_\_\_\_  
Signature of Bidder/Offeror's Authorized Representative

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Signature of DBE's Authorized Representative

Date: \_\_\_\_\_

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

**Submit this page for each DBE subcontractor.**

**Form 3: DBE Regular Dealer/Distributor Affirmation Form**

OMB Approval Pending 04/17/2024



U.S. Department of  
Transportation

**DBE Regular Dealer/Distributor  
Affirmation Form**

Bidder Name:

Contract Name/Number:

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

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

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

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

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

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

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

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

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

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

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

YES  NO<sup>1</sup>

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

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

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

YES<sup>2</sup>  NO<sup>3</sup>

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

YES<sup>2</sup>  NO<sup>3</sup>

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

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

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

Printed Name and Signature of DBE Owner/Authorized Representative:

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

Printed Name and Signature of Bidder's Authorized Representative:

## ATTACHMENT 7

### Administrative Enforcement Mechanisms

The District 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, as follows:

**§ 14.2 Termination by the Owner for Cause**

**§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

**§ 14.2.2** When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

**§ 14.2.3** When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

**§ 14.2.4** If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

2. Breach of contract action, pursuant to South Carolina Code of Laws, Title 36 – Commercial Code, Chapter 2 – Commercial Code – Sales, Sections 501 - 809; and
3. The federal government has available several enforcement mechanisms that may be applied to firms in breach of contract which include the following:
  - i. Suspension or debarment proceedings pursuant to 49 CFR part 23 and 2 CFR parts 180 and 1200;
  - ii. Enforcement action pursuant to 49 CFR part 31; and
  - iii. Prosecution pursuant to 18 USC 1001.

## **ATTACHMENT 8**

DBE Certification Application Form and Personal Net Worth Statement:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

## ATTACHMENT 9

### South Carolina Unified Certification Program Agreement:

#### **South Carolina Unified Certification Program Agreement For the Disadvantaged Business Enterprise Program & Small Business Enterprise Program**

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This AGREEMENT is made and entered into by and between the attached listed participants (hereinafter "Program Partners") and the South Carolina Department of Transportation (SCDOT), each recipient as defined in 49 CFR Part 26.81 and in accordance with SCDOT approved Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Program.

WHEREAS, 49 CFR Part 26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient's DBE and SBE program; and

WHEREAS, the parties require certification, recertification, and decertification of firms as a DBE or SBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR Part 26 and to establish a South Carolina Unified Certification Program (SCUCP); and

WHEREAS, by that Agreement, all current recipients and/or future recipients identified by SCDOT are bound by the requirements of the SCUCP, which is a continuation of the current and previous processes of the SCDOT. This Agreement applies to all direct and indirect recipients.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive there from, the parties agree as follows:

#### **ARTICLE I**

##### PURPOSES

The parties have entered into this Agreement for the purposes of creating a South Carolina Unified Certification Program (SCUCP) to be administered by the South Carolina Department of Transportation, Division of Minority & Small Business Affairs.

SCDOT shall provide "one-stop shopping" to applicants for DBE and SBE certification, so that an applicant will apply only once for certification which is to be honored by all USDOT recipients in South Carolina. SCDOT

will develop a uniform application letter and notice of certification. A uniform certification application developed by the USDOT may be designated as the official application. The application may be modified as permitted by the USDOT to comply with streamlining adopted by SCDOT, the lead agency.

SCDOT will review all DBE/SBE applicants of Program Partners. This shall include firms that provide aviation, heavy highway and transit oriented services or products, including but not limited to, aviation specialty firms, heavy highway and bridge construction, products and services, planning and engineering consultants, specialty consultants, non-heavy construction, products and services, roadway suppliers, steel manufacturers or fabricators, food service firms, and structural construction firms.

If additional expertise is required, aviation specialty firms such as concessionaires may be collaboratively reviewed by SCDOT and an entity knowledgeable about airport issues.

## **ARTICLE II**

### **SERVICES**

#### **Section 2.1 South Carolina Unified Certification Program**

The SCUCP is hereby created and implemented in accordance with 49 CFR Part 26.81, as amended.

- a. SCDOT will follow all certification, recertification, and decertification procedures in accordance with the Certification Standards of 49 CFR Part 26, Subpart D, and the Certification Procedures of 49 CFR Part 26, Subpart E as applied by SCDOT in its DBE and SBE Program.

##### **1. Certification Location**

Applications are available from the South Carolina Department of Transportation (SCDOT), Division of Minority & Small Business Affairs, 955 Park Street, Columbia, South Carolina 29201 or the SCDOT website at <http://www.scdot.org>. HQ SCDOT office will serve as the centralized location for processing applications and updating any changes as they are made. The mailing address is: SCDOT, Division of Minority & Small Business Affairs, Room 117, Post Office Box 191, Columbia, South Carolina 29202.

## 2. Receipt of Application

The certification process starts with SCDOT's receipt of a completed Certification Application. SCDOT will log the application into the Certification Request database, assemble a file, and assign the file to a Certification Program Analyst (hereinafter "Analyst") for review. To be processed, an application must contain all required documentation. If the required documentation is not included, the Analyst will promptly notify the applicant that the omitted documents must be provided. Applicants are urged to submit required information to SCDOT as soon as possible. Faxed documents will be accepted. Where the applicant has failed to provide the required information within a reasonable period of time, as determined by the Analyst, the Analyst will notify the applicant that consideration of the application will be discontinued unless the required information is received within fourteen (14) calendar days. If the information is not received within fourteen (14) calendar days, the applicant will be notified that the application has been closed and will be returned. The applicant can reapply anytime with all of the required documentation included.

## 3. Out-of-State Applicants

SCDOT shall review and make an eligibility determination on all firms applying for DBE/SBE certification whose business is located in the State of South Carolina. SCDOT will accept applications from firms located across state lines in accordance with USDOT's Interstate Certification Process.

## 4. Processing of Applications

SCDOT will process completed applications within sixty (60) days for out-of-state firms and ninety (90) days for in-state firms after a complete application has been received. An additional sixty (60) days for reviewing an application may be determined upon written notification to the applicant.

At any point during the review process, an applicant may submit a written request to withdraw its application. Upon receipt of such a request, the applicant's file will be closed.

5. Onsite Review

After the complete application has been received, an onsite review with the firm will be conducted. On sites for out of state applicants will be conducted by their home state DOT.

6. Approval Process

After the onsite review is completed and all requests for information are satisfied, the Analyst will prepare a summary of the application and make a recommendation to the Director, Division of Minority & Small Business Affairs (hereinafter "Director"). The Director will issue a decision to the applicant in the form of a written letter.

7. Issuance of Notice of SCUCP Certification

Upon approval, a Notice of Certification will be issued to the applicant and include a Certification Letter, date of certification and a listing of the approved applicable areas of work.

All Program Partners will be notified of all newly certified firms by e-mail.

8. Notice of SCUCP Denial

When a firm does not meet the DBE or SBE eligibility requirements at the time of application, the firm will be denied certification as a DBE or SBE by the Director. The firm will be provided a written explanation of the reasons for denial as required by 49 CFR Part 26.86. The denial will be the decision of the Director. If the applicant does not choose to appeal the decision, they may re-apply after a period of twelve months from the date of the Letter of Denial.

Section 2.2 Right to Appeal

A firm may appeal the decision of the Director. Appeals are to go to the South Carolina Administrative Law Court (ALC) and must be filed within 30 days of receipt of the Letter of Denial, pursuant to the State Administrative Procedures Act, Section 1-23-310 et seq. Code of Laws of South Carolina (1976); or a



firm may choose to appeal directly in writing to the USDOT within ninety (90) days of the date of final decision by the Director. Appeals to USDOT may be emailed to [S33AppealsManagementRecords@dot.gov](mailto:S33AppealsManagementRecords@dot.gov).

If the applicant does not appeal to the ALC or the USDOT within the allotted time, the denial becomes administratively final. When a decision of the Director to deny certification is upheld in the appeals process, the firm in question is not eligible to participate as a DBE or SBE on federally funded projects and may not reapply for DBE or SBE certification for at least one year from the date of the Letter of Denial by the Director.

### Section 2.3 Expansion Request for Additional Types of Work

In accordance with 49 CFR Part 26.71(n), SCDOT will grant certification to a firm only for specific types of work in which the socially and economically disadvantaged owners have the ability to demonstrate ownership and control of the firm. SCDOT may expand the list of approved work areas for a certified DBE or SBE after the firm has demonstrated its ability with respect to that type of work.

### Section 2.4 Unified DBE and SBE Directory

SCDOT is the only authorized agency to publish and maintain the Unified DBE and SBE Directory for the State of South Carolina.

SCDOT will maintain the unified DBE and SBE directory for all firms certified by SCDOT, to include the firm's name, address, telephone number, and the types of work the firm has been certified to perform as a DBE and SBE. SCDOT will make the Directory available as follows:

- a. An electronic version of the directory will be updated daily with additions, deletions, and other changes as they occur and in accordance with 49 CFR Part 26.81(g).
- b. The electronic version of the directory will be used as the official directory reference and available to the Program Partners and the general public on the SCDOT website at: <http://www.scdot.org>.
- c. An updated hardcopy version of the directory will be readily available at SCDOT, Division of Minority & Small Business Affairs, 955 Park Street, Columbia, South Carolina.

## Section 2.5 Certification Standards

SCDOT shall cooperate fully with oversight, review, and monitoring activities of the USDOT and its operating administrations. SCDOT will follow the Certification Standards of 49 CFR Part 26, Subpart D and the Certification Procedures of 49 CFR Part 26, Subpart E in determining eligibility of firms to participate as a DBE or SBE in USDOT-assisted contracts.

Pursuant to 49 CFR Part 26.81(c), all certifications by SCDOT shall be certifications that have been made final before the due date for bids or offers on a contract on which an applicant firm seeks to participate as a DBE or SBE.

The SCUCP shall implement USDOT directives and guidelines concerning certification matters. All obligations of Program Partners with respect to certification and nondiscrimination will be carried out by SCUCP, and Program Partners may use only the SCUCP that complies with the certification and nondiscrimination requirements of 49 CFR Part 26.81.

## Section 2.6 Authority to Make Certification Decisions

SCDOT will make all DBE and SBE certification decisions on behalf of all Program Partners in the State of South Carolina. DBE and SBE certification decisions by SCDOT shall be binding on all parties to the Agreement.

## Section 2.7 Interface With Other UCPs

SCDOT may enter into written reciprocity agreements with other UCPs. Such an agreement will outline the specific responsibilities of each participant. SCDOT may accept the certification of any other UCP or USDOT recipient, but is not required to do so.

## Section 2.8 Program Partners Responsibility for Their Own DBE and SBE Program

SCDOT will not establish, recommend, or alter any Program Partner's overall DBE or SBE Program, other than to complement the Program Partner's approved program. DBE and SBE goal development, administration, monitoring, and reporting will remain the sole responsibility of the Program Partner.

Section 2.9 Media Contacts

All “media” contacts related to the SCUCP or its activities are to be made by SCDOT. SCDOT will not handle or be responsible for any inquiries or criticisms outside its role as the lead agency. Program Partners shall refer all media contacts regarding the SCUCP Agreement to SCDOT and all responses will be made by SCDOT.

Section 2.10 Resources and Expertise of the SCUCP

The Program Partners agree that SCDOT will provide the staff, physical space, web site space, office supplies and travel necessary to carry out the obligations of the SCUCP. The administrative cost for the SCUCP will be absorbed by SCDOT for the first year of operation. The SCUCP funding for succeeding years will be negotiated between SCDOT and the individual Program Partners on an annual basis.

Section 2.11 Decertification

SCDOT will take action to decertify a DBE or SBE firm if it is determined that it does not meet the eligibility standards in accordance with the certification procedures of 49 CFR Part 26, Subpart E. Certification challenges and ineligibility complaints should be forwarded to SCDOT for inquiry and/or investigation.

Section 2.12 Compliance and Enforcement

SCDOT will notify the appropriate Program Partner when an enforcement issue is identified. The individual Program Partner is then responsible to take the appropriate enforcement action in accordance with 49 CFR Part 26, Subpart F, Compliance and Enforcement.

**ARTICLE III**

TERM AND SCOPE OF AGREEMENT

Section 3.1 Term

This Agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the SCUCP by the USDOT Secretary of Transportation. This Agreement and the SCUCP shall continue in force as long as

required by federal laws and regulations, unless terminated pursuant to Section 3.2 of this Agreement.

Section 3.2 Termination

Any party to this Agreement may terminate its relationship to the SCUCP by official notification including a showing of non-recipient status to the SCDOT. SCDOT will notify the USDOT of this request for termination.

Section 3.3 Limited Agreement

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the SCUCP.

Section 3.4 Amendment of the SCUCP Agreement

SCDOT, as the lead agency, may make minor revisions to this document to facilitate processing of certifications without formal approval of Program Partners.

**SCUCP Agreement  
Signature Page**

IN WITNESS WHEREOF, the parties have executed this SCUCP Agreement on the dates indicated below.

**SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION**

By: 

Title: Lead DBE Certification Analyst

Date: MAY 12, 2024

**PROGRAM PARTNER**

Agency Name: Greenville-Spartanburg Airport District

By: Kelly G. Dawsey Digitally signed by Kelly G. Dawsey  
Date: 2024.04.10 09:26:22 -0400

(Signature)

Kelly Dawsey

(Printed Name)

Title: VP-Chief Human Resources Officer

Date: 04/10/2024

## ATTACHMENT 10

### Small Business Element

#### 1. Objective/Strategies

The Greenville-Spartanburg Airport District (District) recognizes the need to facilitate competition for small business concerns by structuring contract opportunities in a way that reduces obstacles in order to gain more small business participation. The District seeks to meet the projected race-neutral portion its overall goal through race-neutral measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform. The District's small business element seeks to implement a supplemental Small Business Participation Plan (SBPP) in conjunction with its overall DBE program that fulfills the overall intent of 49 CFR 26.39. The District is committed to taking all reasonable steps to meet this objective using a combination of the following strategies:

1. **Set-Asides** – The District will establish a procurement vehicle for certain projects under \$1,000,000 that will be set-aside and designed to provide small businesses equal opportunity to compete for project awards. The procurement vehicle will have a requirement that limits an interested offeror's business size which meet the requirements of the Small Business Administration (SBA) without regard to race, gender, or geographic location of the interested offeror. Where feasible, the District will encourage prime contractors on contracts that do not have DBE contract goals to determine elements of the contract that can be set-aside for small businesses, including DBEs, and give them opportunity to bid for work that they can reasonably perform without hindering project execution.
2. **Alternative Acquisition Strategies** – The District will look to identify future project requirements that allow for an opportunity to structure procurements which can facilitate the ability of consortia or joint ventures consisting of small businesses, including DBEs, to compete for and perform prime contracts. When such projects present this opportunity, the Greenville-Spartanburg Airport Commission (Commission) is required to approve an alternative acquisition method prior to executing the strategy. If an alternative acquisition strategy is approved, the District will ensure due diligence is performed for all firms that want to participate in the consortia or joint venture.
3. **Unbundling** – The Commission, as the operator of the District, has given consideration to "unbundling" as a small business strategy and believe that at this time, such a strategy will not be suitable for the commission. Because of the limited number of contracts each year, the increased total number of bid solicitations with "unbundling" could significantly increase both administrative and project costs per bid. This will reduce the necessary "economy of scale".
4. **Outreach** – The District currently advertises all contracting opportunities through its website and various commercial outlets to maximize competition exposure. To broaden outreach efforts, the District may look to add other methods to reach out to the small business community, such as submitting advertisements with small business organization websites. The District will look at the way other local municipalities and regional airports seek small business participation to possibly utilize those methods to introduce small businesses to the District's procurement processes and practices.

The District will evaluate and utilize a variety of methods to increase opportunity for small business participation. Other methods may include establishing a separate bidders list of qualified small businesses for solicitations that match those qualified small businesses skill

sets. The District will consider additional governmental resources such as the Small Business Administration (SBA) and Department of Commerce and Minority Business Development Agencies as tools to provide further assistance in order to foster small business participation.

## 2. Definition

**Small Business** – For purposes of this program element, which is part of our approved DBE program, “small business” shall have the same definition as “small business concerns” contained in 49 CFR 26.5:

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

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

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

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

Further, it is acknowledged that the SBA rules make allowances, depending on the industry, for size standards based on the average number of employees for the preceding twelve (12) months or based on gross annual receipts averaged over a three-year period to meet the annual eligibility requirement.

**Disadvantaged Business Enterprise (DBE)** – A for-profit small business concern (defined by SBA rules, above) that meets the standards of 49 CFR Part 26, i.e.

1. At least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
2. Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) described in 49 CFR Part 26. (The current PNW cap is \$2.047.)
3. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it;
4. Where in any Federal fiscal year, a firm has had less than \$30.72 million in gross receipts based on the average of gross receipts of the firm’s previous three fiscal years;
5. Has been certified as a DBE by a certifying member of the South Carolina Unified Certification Program (SC UCP) in accordance with the full requirements of 49 CFR 26.

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

### **3. Verification**

The District will take steps to verify eligibility of a firm to participate in the District's DBE program and this SBPP. The District will rely on the certification/verification process from other entities and accept the following certifications to be included in this SBPP:

1. South Carolina Unified Certification Program (SCUCP) DBE Certification – The Commission is a non-certifying member of the SCUCP and relies on certification decisions of the South Carolina Department of Transportation. DBE certification by a certifying member of the SCUCP which stipulates that a firm has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the South Carolina Department of Transportation.
2. Small Business Administration (SBA) Business Development Certification – The District rely on the certification process used by the SBA in accordance with 13 CRF Parts 121 and 124.

### **4. Monitoring/Record Keeping**

1. The District is only required to track and report any race-neutral participation by certified DBEs achieved through this SBPP. However, the District will collect data on small business participation obtained through this SBPP as a means to track data for future needs at the airport as well as to answer future questions that may arise as a result of the District's program.
2. The District will separate the records of firms that meet the requirements for small businesses from those firms that are DBE certified. This is done to make it easier to report annually the DBE participation to the FAA.

### **5. Assurances**

1. The program is permitted under state law;
2. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
3. No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
4. Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
5. The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).