GREATER ORLANDO AVIATION AUTHORITY
POLICY 1200.01: LOCAL DEVELOPING BUSINESS PROGRAM

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I. POLICY STATEMENT

The Greater Orlando Aviation Authority (the "Authority") is committed to promoting fair and open competition in its procurement processes by increasing opportunities for qualified Local Developing Businesses ("LDBs") to participate in Authority Contracts and procurements. The Local Developing Business Program (the "LDB Program") is intended to support the growth and development of local businesses, encourage competition, expand contracting opportunities, and promote economic vitality within the communities served by the Authority. Through this LDB Program, the Authority seeks to provide meaningful opportunities for eligible LDBs to compete for work relating to Construction, Professional Services, and non-concession Goods and Services at Orlando International Airport and Orlando Executive Airport.

This LDB Program Policy (the "Policy") applies only to Contracts, as defined in Section II. This Policy does not apply to federally funded contracts or to Concession agreements. Federally funded (DOT-assisted) contracts are governed by and adhere to 49 C.F.R. Part 26, as amended, restated, or superseded from time to time. Concessions are governed by and adhere to 49 C.F.R. Part 23, as amended, restated, or superseded from time to time. References in this Policy to cited statutes and regulations are to their current versions as in effect at the relevant time.

The Authority shall administer the LDB Program in a manner that promotes transparency, accountability, and equitable access to contracting opportunities. LDB Program initiatives may include participation goals, Certification, direct contracting opportunities, outreach, technical assistance, business development initiatives, mentoring opportunities, and other measures designed to increase LDB participation and capacity.

The Office of Business Opportunity & Exchange ("BOeX") shall administer the LDB Program in accordance with this Policy and any administrative procedures that may be adopted by the Chief Executive Officer.

II. DEFINITIONS

For purposes of this Policy, the following terms shall have the meanings set forth below:

A. Affiliate: A business entity that directly or indirectly controls, is controlled by, or is under common control with another business entity. Affiliation shall be determined using the standards established by the U.S. Small Business Administration at 13 C.F.R. § 121.103, as amended.

B. Authority Board: The governing body of the Greater Orlando Aviation Authority responsible for the oversight of Orlando International Airport and Orlando Executive Airport.

C. Business Opportunity & Exchange Liaison Officer ("BOELO"): The Authority official designated by the Chief Executive Officer to administer the LDB Program, including certification, eligibility, monitoring, compliance, and reporting functions, or the BOELO's designee, as further described in Section III.

D. Business Size Standards: The maximum average Gross Receipts established by this Policy for determining eligibility under the LDB Program.

E. Certification: The determination by the Authority that a Firm satisfies the eligibility requirements of the LDB Program.

F. Certified LDB: A Local Developing Business that has received Certification from the Authority in accordance with this Policy.

G. Chief Executive Officer ("CEO"): The Chief Executive Officer of the Authority or the CEO's designee.

H. Commercially Useful Function: Performance of work by a Firm that is responsible for executing, managing, supervising, and performing a distinct portion of the work using its own personnel, equipment, resources, or expertise, and that is not acting solely as a pass-through or intermediary for another firm.

I. Concession: "Concession" shall have the meaning set forth in 49 C.F.R. § 23.3.

J. Construction: The building, altering, repairing, improving, or demolishing of any structure or other improvement to real property, together with construction administrative services such as construction management, project oversight, and related support services for capital projects, as further described in Authority solicitations.

K. Contract: Any agreement with the Authority for Construction, Professional Services, or Goods or Services (other than Concession) that is funded solely with non-Federal funds (i.e., Authority revenue or State funds). Federally funded contracts and Concession agreements are not Contracts within the meaning of this Policy and are outside its scope.

L. Firm: A sole proprietorship, partnership, corporation, limited liability company, joint venture, or other legal business entity.

M. Good Faith Efforts: Actions undertaken by a Firm to achieve established LDB participation goals that are reasonable, documented, timely, and consistent with the requirements of this Policy.

N. Goods: Any tangible item purchased by the Authority to support its operational responsibilities.

O. Graduation: The removal of a Certified LDB from the LDB Program because the Firm no longer meets one or more eligibility requirements established by this Policy.

P. Gross Receipts: All revenue received or accrued, in accordance with the Firm's accounting method, from any source, including sales of goods and services, interest, dividends, rents, royalties, fees, and commissions, less returns and allowances.

Q. Joint Venture: An association of two or more businesses formed to carry out a specific business undertaking in which the parties share ownership, management responsibilities, risks, and profits.

R. LDB: A local developing business that satisfies the eligibility requirements established by this Policy to participate in the LDB Program.

S. LDB Direct Contract: A solicitation designated by the Authority for competition exclusively among Certified LDB Firms in accordance with this Policy.

T. Material Change: A change affecting ownership, control, management, business size, domicile, operations, Certification status, or any other factor relevant to continued eligibility under this Policy.

U. Permitted Geographic Area: Orange, Osceola, Seminole, Lake, Volusia, Brevard, and Polk Counties, Florida.

V. Personal Net Worth (PNW): The total fair market value of an individual's assets less liabilities, calculated in accordance with this Policy, including the exclusions set forth in Section V.A.3.

W. Primary Residence: The place recognized as the individual's main home, evidenced through documentation submitted to the Authority in accordance with Section 222.17, Florida Statutes.

X. Principal Place of Business: The location from which the Firm conducts its primary business affairs and where its decision-making and record-keeping activities occur.

Y. Professional Services: Services provided by an independent contractor or Firm with specialized education, training, licensure, or skill in a given field, such as advice, analysis, reports, or recommendations, rather than the purchase of goods or services that do not require specialized expertise.

Z. Services: The furnishing of labor, expertise, or materials that does not constitute Professional Services as defined in this Policy and does not result in a tangible end product.

AA. Suspension: The temporary removal or limitation of a Firm's eligibility to participate in the LDB Program pending further review or action by the Authority.

III. BUSINESS OPPORTUNITY & EXCHANGE LIAISON OFFICER

The Vice President of BOeX, or the Vice President's designee, shall serve as the BOELO and shall be responsible for administering and monitoring the LDB Program. The BOELO shall support the implementation of this Policy, evaluate LDB Program performance, and recommend LDB Program improvements to the CEO.

The BOELO's responsibilities include:

- Administering and monitoring the LDB Program and implementing the procedures adopted under this Policy;
- Maintaining records, directories, and Certification information relating to LDB Firms;
- Providing information regarding contracting opportunities and promoting awareness of the LDB Program through outreach, educational activities, and business development initiatives, including publication in relevant local and small-business-focused media and resource centers;
- Assisting LDB Firms and contractors in understanding LDB Program requirements and procurement opportunities;
- Monitoring contractor compliance with LDB participation commitments and other LDB Program requirements;
- Participating in pre-bid, pre-proposal, pre-construction, and other meetings relating to LDB Program implementation;
- Serving on bid evaluation committees, proposal review panels, or other procurement review bodies, as assigned;
- Evaluating LDB Program effectiveness and preparing reports and recommendations for the CEO, including annual reports assessing LDB Program impact and progress toward participation goals;
- Supporting mentoring, technical assistance, financing, working capital, and other initiatives intended to promote the growth and development of LDB Firms, and tracking the outcomes of mentoring relationships developed through the LDB Program;
- Reviewing and making recommendations concerning Certification, participation goals, LDB Direct Contracts, Joint Ventures, and other LDB Program matters; and
- Performing such additional duties as may be necessary to administer and advance the objectives of the LDB Program.

IV. EQUITABLE OPPORTUNITY

The Authority shall take reasonable measures to provide Certified LDBs with meaningful opportunities to compete for Authority Contracts and subcontracts. Such measures may include:

- Providing information regarding upcoming contracting and subcontracting opportunities to Certified LDBs and to business organizations that support small and local businesses;
- Making solicitations, plans, specifications, and other procurement information available to interested Firms and small business assistance organizations at no cost or reduced cost, where feasible;
- Encouraging participation by Certified LDBs in pre-bid, pre-proposal, pre-construction, and other procurement-related meetings, including opportunities to ask questions and obtain clarification regarding project scope, requirements, and evaluation criteria;
- Providing to Certified LDBs, upon request, a list of Firms pre-qualified or currently bidding as prime contractors;
- Conducting outreach, recruitment, education, and business development initiatives designed to increase awareness of Authority contracting opportunities and encourage Certification and participation by eligible Firms;

- Evaluating, where feasible and consistent with procurement objectives, whether contracting opportunities may be structured or divided into smaller scopes of work to facilitate participation by Certified LDBs;
- Assisting contractors and subcontractors in identifying Certified LDBs through directories, outreach efforts, and other available resources; and
- Requiring contractors to make Good Faith Efforts to replace a Certified LDB that is terminated, becomes unavailable, or is otherwise unable to perform work committed toward an LDB participation goal. Contractors shall promptly notify BOeX of such circumstances and obtain written approval from the BOELO or designee before substituting or replacing an LDB participant.

V. CERTIFICATION AND ELIGIBILITY

A. Eligibility Criteria

To qualify for participation in the LDB Program, a Firm must satisfy the eligibility requirements set forth in this Section. The Firm must be in compliance with all applicable federal, state, and local laws, must be authorized to transact business in the State of Florida, and must maintain all licenses, registrations, certifications, and qualifications required to perform the applicable work and must possess all professional licenses and permits required to conduct its business.

1. Domicile Criteria. A Firm must be domiciled within the Permitted Geographic Area and maintain its Principal Place of Business within the Permitted Geographic Area. The Permitted Geographic Area consists of Orange, Osceola, Seminole, Lake, Volusia, Brevard, and Polk Counties, Florida. A Firm shall be considered domiciled within the Permitted Geographic Area if:

a. Its Principal Place of Business is physically located within the Permitted Geographic Area. Post office boxes shall not satisfy this requirement; and

b. At least fifty-one percent (51%) of the Firm is owned by one or more individuals whose Primary Residence is located within the Permitted Geographic Area.

2. Ownership Criteria. To be eligible for Certification, a Firm must:

a. Demonstrate continuous operation in the business category, or a related category, for which Certification is sought:

   1) for at least one (1) year, and

   2) the qualifying owner(s) must possess at least one (1) year of experience relevant to the Firm's business activities;

b. Be at least fifty-one percent (51%) owned and controlled by one or more eligible individuals who are citizens or lawful permanent residents of the United States;

c. Be at least fifty-one percent (51%) owned and controlled by one or more eligible individuals whose Personal Net Worth does not exceed the limitation established in this Policy; and

d. Demonstrate that the qualifying owner(s) possesses a real, substantial, and continuing ownership interest in the Firm.

3. Personal Net Worth Criteria. The PNW of each qualifying owner shall not exceed Three Million Five Hundred Thousand Dollars ($3,500,000). The PNW limitation shall be reviewed at least every three (3) years and may be revised, with the approval of the CEO, to reflect inflationary and economic conditions. The following assets shall be excluded from the PNW calculation:

a. Equity in the individual's Primary Residence;

b. Equity in the business for which Certification is sought, provided the individual actively participates in the daily operations of the business;

c. Retirement and insurance assets that are legally restricted and not reasonably available as working capital to the individual; and

d. The cash surrender value of life insurance policies.

4. Business Size Standards. Business size shall be determined using the Firm's average Gross Receipts over the preceding three (3) years. The applicable Business Size Standards are as follows:

Category	Industry Type	Size Cap
Construction	General Building Contractors Heavy Construction Contractors Specialty Trade Contractors	$15 million $12 million $8 million
Architecture & Engineering	Architectural Services Engineering, Surveying, Mapping, and Landscape Architecture	$6.5 million $8 million
Non-Concession Goods & Services	All Goods & Services Providers except Regular Dealers	$8 million $11 million
Professional Services	Legal, Accounting, Consulting, and Similar Services	$6.5 million

The industry categories listed above are illustrative and non-exhaustive; for an industry not listed, BOeX shall apply the Business Size Standard for the most closely analogous listed category. The Authority shall review the Business Size Standards at least every three (3) years and may revise the standards, with the approval of the CEO, to reflect inflationary and economic conditions.

5. Control and Independence Criteria. The qualifying owner(s) must control the Firm's day-to-day operations, management decisions, and long-term strategic direction. The Firm must demonstrate the ability to operate independently and without undue reliance upon, or control by, a non-eligible Firm. In evaluating control and independence, BOeX may consider factors including:

a. Authority to hire and terminate personnel;

b. Authority to negotiate and execute Contracts;

c. Authority to make financial and operational decisions;

d. Shared resources, personnel, facilities, or equipment;

e. Affiliation with other entities through ownership, management, or control; and

f. Disclosure of related businesses, subsidiaries, Affiliates, and Joint Ventures.

BOeX may aggregate the revenues of Affiliates when determining eligibility. The Firm must disclose all related businesses, subsidiaries, Affiliates, and Joint Ventures.

B. Application Requirements

Applicants shall submit an application in the form prescribed by BOeX, including a signed Affidavit of Certification and a signed and notarized Personal Net Worth Statement, and shall provide sufficient information and documentation to establish eligibility under this Policy. Applicants shall execute all affidavits, declarations, and other forms required by BOeX as part of the Certification process. Categories of required supporting documentation shall be prescribed by BOeX.

C. Verification and Determination

1. BOeX may verify information submitted in support of an application, conduct site visits, interview applicants, and request additional information or documentation reasonably necessary to evaluate eligibility, business size, personal net worth, ownership, control, independence, or LDB Program participation.

2. Failure to provide requested information within the timeframe established by BOeX may result in denial, Suspension, or revocation of Certification. Any material misrepresentation, omission, or falsification of information may result in denial, Suspension, revocation, or permanent removal from the LDB Program. If Certification is denied, BOELO shall provide written notice identifying the factual basis for the determination. A Firm whose application is denied because of material misrepresentation, omission, or falsification may not submit a new application for one (1) year from the date of denial. A Firm whose application is denied as incomplete may submit a new application at any time. A Firm whose application is denied on the merits may not submit a new application for one (1) year from the date of denial.

D. Re-Certification

Certified LDBs shall re-certify annually by submitting a renewal application in the manner prescribed by BOeX. A Certified LDB shall notify BOeX within thirty (30) days of any Material Change affecting ownership, control, business size, domicile, eligibility, or other information relevant to Certification. Failure to maintain eligibility or to provide timely notice of a Material Change may result in Suspension or revocation of Certification.

E. Reciprocity

BOeX may recognize certifications issued by federal, state, local, or other governmental entities, including the City of Orlando, Orange County and the Central Florida Expressway, as well as recognized industry certification organizations, where BOeX determines that the certification standards are substantially equivalent to the requirements of this Policy. Applicants seeking reciprocal Certification shall provide proof of current certification and any additional information reasonably requested by BOeX. Reciprocal Certifications remain subject to review, verification, audit, and approval by the Authority. Certified LDBs holding reciprocal Certification shall promptly notify BOeX of any change that may affect eligibility, including changes in ownership, control, business size, certification status, or operational capacity.

F. Retention of Application Records

Applicants shall retain copies of all materials submitted in support of Certification for a minimum of three (3) years from the date of determination. BOeX may request such records at any time for review, audit, or verification.

VI. GRADUATION

Continued participation in the LDB Program is contingent upon a Firm's ongoing compliance with the eligibility requirements established in Section V of this Policy. A Certified LDB that no longer satisfies one or more eligibility requirements shall graduate from the LDB Program and shall thereafter be ineligible to satisfy LDB participation goals for new Contract awards. Graduation from the LDB Program shall not be considered a penalty or adverse action, but rather recognition that the Firm no longer meets the LDB Program's eligibility requirements.

Unless otherwise provided in this Policy, Graduation shall not affect participation credit properly earned on Contracts awarded while the Firm was certified and eligible to participate in the LDB Program. A graduated Firm may submit a new application for Certification after one (1) year, upon demonstrating compliance with all applicable eligibility requirements.

VII. PARTICIPATION GOALS

To promote participation by Certified LDBs, the Authority may establish participation goals for each Contract. These goals are intended to create meaningful opportunities for LDB participation, support business development, and encourage competition in Authority procurements. Participation goals may be applied to any form of competitive solicitation issued by the Authority, however denominated. Participation goals may be adjusted based upon factors including project scope, availability of Certified LDBs, market conditions, industry capacity, historical participation, contracting opportunities, and overall LDB Program performance.

Participation goals are not quotas, do not create an entitlement to Contract award, and shall be implemented consistent with applicable law and Authority procurement requirements.

VIII. PARTICIPATION REQUIREMENTS AND GOOD FAITH EFFORTS

Where an LDB participation goal is established for a solicitation pursuant to Section VII, Firms shall either:

- Commit to meeting the applicable LDB participation goal; or
- Demonstrate that they made adequate Good Faith Efforts to obtain LDB participation.

Firms shall submit LDB participation documentation, Good Faith Effort documentation, and any other information required by the solicitation at the time specified in the solicitation. If the LDB participation goal is not met, documentation of Good Faith Efforts shall be submitted with the bid or proposal or, if requested by the Authority, no later than two (2) business days after the request. The adequacy of Good Faith Efforts shall be determined based upon the quality, scope, intensity, and results of the efforts undertaken.

Examples of Good Faith Efforts may include:

- Soliciting Certified LDB Firms in a timely manner, with sufficient time to review contract requirements, plans, and specifications;
- Providing adequate information regarding the scope of work, including scopes of work aligned with normal industry practices and suitable for LDB participation;
- Making reasonable efforts to divide or unbundle work into economically feasible units to facilitate participation by Certified LDB Firms;
- Advertising subcontracting opportunities in relevant local, trade, and small business publications at least fourteen (14) days prior to the bid or proposal due date, or undertaking reasonable alternative outreach where that timeline cannot be met;
- Promptly communicating addenda, changes in scope, and new subcontracting opportunities to LDB Firms, and following up with interested Firms;
- Negotiating in good faith with responsive Firms and documenting the objective reasons any responding LDB Firm was not selected;
- Assisting Firms in obtaining bonding, insurance, financing, or satisfying other qualification requirements, where appropriate; and
- Taking other reasonable actions designed to increase participation by Certified LDB Firms.

Firms shall maintain and submit documentation demonstrating Good Faith Efforts as required by the solicitation.

IX. EVALUATION OF GOOD FAITH EFFORTS

BOeX shall evaluate the adequacy of Good Faith Efforts submitted in response to an LDB participation goal. In evaluating Good Faith Efforts, BOeX shall consider the totality of the circumstances and determine whether the Firm undertook proactive, reasonable, timely, and documented efforts prior to bid or proposal submission to provide Certified LDBs with a meaningful opportunity to participate in the solicitation. Efforts undertaken after submission of the bid or proposal shall not be considered in evaluating the adequacy of Good Faith Efforts.

BOeX may consider factors including:

- The scope, intensity, and timing of the Firm's efforts;
- Whether Certified LDBs were provided a meaningful opportunity to participate;
- Whether work was reasonably divided into subcontracting opportunities suitable for LDB participation;
- Whether adequate information was provided to interested Firms;
- Whether negotiations were conducted in good faith;
- Whether the Firm reasonably considered available Certified LDB Firms;
- Whether similarly situated Firms met the LDB participation goals on comparable projects;
- Whether the Firm maintains an established and active small business development program designed to support the long-term growth of LDBs through mentoring, training, or subcontracting relationships;
- The degree to which the Firm engages LDB Firms in both public and private sector work; and
- Any other relevant factors demonstrating the quality and effectiveness of the Firm's efforts.

No single factor shall be determinative. Where permitted by the solicitation, failure to satisfy an applicable participation goal and failure to demonstrate adequate Good Faith Efforts may result in a determination that a bid or proposal is non-responsive.

X. PARTICIPATION GOAL DETERMINATIONS

Determinations relating to LDB participation goals, Good Faith Efforts, responsiveness, participation credit, and other procurement matters arising under this Policy shall be made by BOELO in accordance with this Policy, the applicable solicitation, and any procedures that may be adopted under this Policy. Appeals of such determinations shall be governed by Section XVIII of this Policy.

XI. LDB DIRECT CONTRACTS

A. Purpose

To promote equitable access and enhance participation of Certified LDB Firms, the Authority may implement direct contracting opportunities reserved exclusively for Certified LDB Firms. These opportunities may apply to all categories of Contracts other than Construction.

B. Eligibility for LDB Direct Contracts

The Authority may designate a solicitation as an LDB Direct Contract when:

- At least three (3) Certified LDB Firms, or such other number as BOeX determines adequate based on the nature, complexity, and size of the procurement, as documented in writing, are available and capable of performing the required scope of work;
- The Authority determines that a direct contract is necessary to meet LDB participation goals and/or to increase the effectiveness and visibility of the LDB Program; and
- BOeX has consulted with the appropriate Authority department regarding the feasibility and suitability of the direct contracting opportunity.

LDB Direct Contracts for professional services subject to Section 287.055, Florida Statutes, shall be procured in accordance with that section.

C. Tiered Development Framework

To ensure that contracting opportunities are proportionate to Firm capacity, the Authority may utilize a tiered contracting framework for Certified LDB Firms. The tiered framework is intended to promote business development, expand participation opportunities, and provide a structured pathway for progression to larger and more complex contracting opportunities. The tier classifications and thresholds for each industry category are set forth below.

Non-Concession Goods and Services. Tier 1 — Early-Stage Vendors: entry-level purchase orders or small service contracts to establish performance history. Tier 2 — Emerging Vendors: firms able to provide recurring goods or maintenance services. Tier 3 — Growth Vendors: firms with established quality-control systems and a proven delivery record. Tier 4 — Advanced Vendors: transitional vendors ready for open competition and mentorship roles.

Tier	Average 3-Year Gross Receipts
Tier 1 – Early-Stage Vendors	Up to $750,000
Tier 2 – Emerging Vendors	Up to $2 million
Tier 3 – Growth Vendors	Up to $5 million
Tier 4 – Advanced Vendors	Up to $8 million

Professional Services. Tier 1 — Early-Stage Small Consultants: newly formed professional firms or sole practitioners providing limited-scope studies or technical support. Tier 2 — Emerging Consultants: small professional assignments such as drafting, inspection, or analysis work. Tier 3 — Growth Consultants: firms with demonstrated project-management capacity and specialized expertise. Tier 4 — Advanced Consultants: transitional stage for mature firms preparing for unrestricted procurements or teaming as prime consultants.

Tier	Average 3-Year Gross Receipts
Tier 1 – Early-Stage Small Consultants	Up to $500,000
Tier 2 – Emerging Consultants	Up to $2 million
Tier 3 – Growth Consultants	Up to $4 million
Tier 4 – Advanced Consultants	Up to $6 million ($8 million for engineering, surveying and mapping, and landscape architecture services)

D. Administration

BOeX shall determine a Firm's tier classification based upon verified financial data, demonstrated capacity, and related criteria prescribed by BOeX under this Policy. BOeX shall review tier classifications, contract-size thresholds, and related requirements periodically, and no less frequently than every three (3) years, and may recommend adjustments to reflect inflation and prevailing market conditions. Direct-contract opportunities awarded to a Firm shall not exceed the ceiling established for the Firm's assigned tier unless approved by the CEO.

E. Graduation from LDB Direct Contract Eligibility

Criteria governing Graduation from LDB Direct Contract eligibility, including any limitation on the number of direct-contract awards a Firm may receive. The CEO may authorize additional direct-contract awards on a case-by-case basis.

F. Reporting and Oversight

BOeX shall maintain records regarding LDB Direct Contract utilization, tracked by industry category and tier level, and may use such information to evaluate LDB Program effectiveness, identify capacity-building and business development opportunities, recommend LDB Program improvements, and support the Authority's participation goals.

G. Construction Solicitations

No Contract for Construction shall be designated as an LDB Direct Contract or otherwise restricted to or set aside for Certified LDBs, regardless of funding source. Nothing in this Policy shall be applied to prevent any certified, licensed, or registered contractor, subcontractor, or material supplier or carrier from participating in the bidding process for any Construction solicitation, or from receiving information about any such solicitation, consistent with Sections 255.0991 and 255.0992, Florida Statutes. Each competitive solicitation for Construction paid for in whole or in part with state-appropriated funds shall include the disclosure required by Section 255.0991(3), Florida Statutes.

XII. COUNTING LDB PARTICIPATION TOWARD MEETING LDB GOALS

A. General Counting Principles

For non-direct Contracts, Construction, Engineering and CMAR Firms must achieve LDB participation goals through first-tier, second-tier and third-tier participation, unless otherwise specified in the solicitation. LDB participation may be counted through:

- Subcontracts;
- Purchase orders;
- Joint Ventures; and
- Other participation methods expressly authorized in the solicitation or approved in writing by BOELO.

Certified LDB Firms responding as prime contractors must also meet the LDB participation goal specified in the solicitation. A Certified LDB prime may not count its own participation or self-performed work toward any portion of the goal; the goal must be achieved through participation by other Certified LDB Firms.

Unless otherwise specified in the solicitation, participation goals and compliance shall be measured as a percentage of the total Contract value or of the portion of the Contract available for participation.

B. Suppliers and Manufacturers

A Certified LDB acting as a supplier shall receive full participation credit if it: (a) manufactures the products being supplied; or (b) operates a store, warehouse, or distribution system that regularly stocks and sells the products supplied in the ordinary course of business.

If a Certified LDB provides supplies:

- Sixty percent (60%) of the value of the goods supplied shall be counted toward the LDB participation goal; and

If a Certified LDB manufacturers and provides the supplies:

- One hundred percent (100%) of the value of the goods supplied shall be counted if the Certified LDB is the manufacturer of the products being supplied.

C. Trucking Participation

Participation credit for a Certified LDB trucking Firm shall be limited to the value of work performed by the Certified LDB's own trucks and drivers and by Certified LDB trucking subhaulers. To receive participation credit, a Certified LDB trucking Firm must itself own and operate at least one fully licensed, insured, and operational truck used in the performance of the Contract.

D. Certification and Ownership Changes

Participation performed by a Certified LDB that becomes ineligible after Contract award shall continue to be counted toward the applicable participation goal, provided the Firm was properly Certified at the time of Contract award. If a Certified LDB undergoes a change in ownership during Contract performance, the new owner shall submit a new application to BOeX, and participation shall not be counted following the change in ownership unless and until the Firm's continued eligibility is confirmed through the Certification process. If a Firm is certified under multiple Authority business programs, participation may be counted only once for the same scope of work; Firms must clearly identify the scope of work and participation being credited under each program to avoid double counting.

E. Direct Contracts

A Certified LDB awarded an LDB Direct Contract shall perform a Commercially Useful Function with respect to the work for which it was awarded the Contract and may not subcontract more than thirty percent (30%) of the total Contract value, unless approved in writing by the CEO upon a documented recommendation of the BOELO.

F. Consultant-Led Projects

For consultant-led projects, including architectural, engineering, planning, and related Professional Services Contracts, participation may be counted at both the first-tier, second-tier and third-tier subcontractor levels when such participation is clearly identified, documented, and tracked, unless stated differently in the solicitation.

G. Construction Manager at Risk Projects

For Construction Manager at Risk ("CMAR") projects, BOELO may establish participation goals for individual work packages, trade packages, divisions of work, or other procurement components. Participation counted toward established goals may occur at the first-tier, second-tier and third-tier subcontractor level, unless otherwise specified in the applicable solicitation.

XIII. MONITORING AND COMPLIANCE

A. LDB Program Integrity

The Authority is committed to ensuring that only eligible Firms participate in the LDB Program and that participation credited toward LDB goals reflects meaningful and legitimate involvement by Certified LDB Firms. BOeX shall monitor participation, compliance, and performance under this Policy and may take such actions as are reasonably necessary to verify compliance, protect LDB Program integrity, and prevent fraud, abuse, or misuse of the LDB Program.

B. Reporting Requirements

Firms, contractors, consultants, Certified LDB Firms shall provide such reports, certifications, affidavits, documentation, and other information as may be required by the Authority to verify compliance with this Policy. Required reports may include information relating to Contract awards, subcontracting activity, payments made to LDB and other subcontractors during the term of the Contract, utilization, participation achievements, Commercially Useful Function performance, and other information relevant to LDB Program administration, including a final report at Contract completion summarizing payments made to all subcontractors. Upon request, a prime contractor shall provide documentation of its ongoing efforts to meet the applicable LDB participation goal during Contract performance.

C. Audits and Reviews

BOeX may conduct audits, site visits, inspections, interviews, record reviews, and other compliance activities necessary to verify eligibility, participation, performance, Commercially Useful Function requirements, and compliance with this Policy, at its discretion and during any phase of a project. Certified LDBs shall cooperate with all audits and reviews and shall provide access to records, personnel, facilities, and information reasonably requested by the Authority.

D. Duty to Report and Cooperate

Certified LDBs shall promptly notify BOeX of any material issue that may affect compliance with this Policy, including difficulties in achieving established participation goals, changes affecting eligibility, or circumstances impacting a Certified LDB's ability to perform its committed scope of work, and shall seek guidance from BOELO regarding available options for meeting participation goals.

E. Substitution of Certified LDB Firms

A contractor shall not terminate, replace, substitute, or materially reduce the scope of work of a Certified LDB identified without prior written approval from BOELO. Requests for substitution shall be submitted in writing and shall include the reason for the requested substitution and documentation demonstrating efforts to obtain an eligible replacement LDB Firm, where applicable. A contractor seeking to replace a Certified LDB shall make Good Faith Efforts to identify and utilize another Certified LDB to the extent reasonably necessary to maintain the participation commitment upon which the Contract award was based.

F. Notice of Non-Compliance

If BOELO determines that a Certified LDB or prime contractor and/or prime consultant may have failed to comply with this Policy, BOELO may issue a written Notice of Non-Compliance identifying the basis for the determination and any required corrective action.

G. Corrective Action

BOeX may require a Certified LDB or prime contractor and/or prime consultant to submit and implement a plan for corrective action ("Corrective Action Plan") addressing identified deficiencies, compliance failures, reporting issues, participation shortfalls, or other LDB Program violations, by the deadline stated in the Notice of Non-Compliance. The Certified LDB shall provide such information and documentation as BOELO reasonably requests to evaluate and verify corrective actions. Failure to respond or to demonstrate Good Faith Efforts may result in additional monitoring, enforcement action, or negative consideration in future procurement opportunities. BOELO may notify Procurement or Project Management personnel of ongoing or unresolved compliance issues.

H. Enforcement Actions

If BOeX determines that a violation of this Policy has occurred, the Authority may take enforcement action against any participant responsible for the non-compliance, including, without limitation, a prime contractor, Certified LDB, non-LDB contractor, supplier, consultant, joint venture participant, or any other Firm performing work or providing materials or services in connection with the Contract. Enforcement actions may include rejection of claimed participation credit, withholding of Contract payments, required corrective action, removal or replacement of a non-compliant participant, disqualification from future solicitations, Suspension or revocation of Certification, termination of the Contract for non-compliance, referral for investigation, or any other remedy available under this Policy, the Contract documents, or applicable law. The applicability of a particular enforcement action shall depend upon the role of the participant, the nature of the violation, and the Authority's rights and remedies under the governing Contract and applicable law.

I. Record Retention

Certified LDBs shall maintain records relating to eligibility, participation, payments, performance, certifications, and compliance for a minimum of three (3) years following completion of the applicable Contract or other LDB Program activity, or for such longer period as may be required by law, contract, audit, or litigation hold requirements. Such records shall be made available to the Authority upon request for purposes of monitoring, auditing, investigation, or compliance review.

XIV. LDB JOINT VENTURES

The Authority encourages Joint Ventures that provide Certified LDBs with meaningful opportunities to participate in Authority Contracts, develop capacity, expand experience, and compete for future contracting opportunities. A Joint Venture seeking participation credit under this Policy shall demonstrate that the Certified LDB possesses a real, substantial, and continuing ownership interest in the Joint Venture and actively participates in the management, risks, responsibilities, and day-to-day performance of the work. The Certified LDB's ownership interest, management responsibilities, capital contribution, assumption of risk, and share of profits shall be proportionate to its participation in the Joint Venture.

Each Joint Venture partner for which LDB participation credit is sought must be certified as an LDB at the time the Joint Venture is formed and must remain certified at the time participation credit is claimed. The individual owner(s) of the Certified LDB partner shall continue to satisfy the eligibility requirements of this Policy, including applicable Personal Net Worth requirements. Pass-through arrangements and other structures designed primarily to obtain participation credit without meaningful participation by the Certified LDB are prohibited. An LDB Joint Venture may not subcontract more than thirty percent (30%) of the contracted work to Firms that are not Certified LDBs. This limitation applies to Joint Ventures seeking participation credit on any Contract and is in addition to, and separate from, the Direct Contract subcontracting limitation in Section XII.E of this Policy.

The Joint Venture shall be memorialized in a fully executed written agreement that defines, at a minimum, ownership and profit distribution, management responsibilities, financial contributions, the scope of work assigned to each partner, and the personnel and equipment contributions of each partner, together with such additional information and documentation as may be required by BOeX. The parties to a Joint Venture shall submit such information and documentation as BOeX may require to evaluate the structure, ownership, management, and operation of the Joint Venture. BOELO shall review Joint Ventures on a case-by-case basis and may approve, conditionally approve, or reject a proposed Joint Venture for purposes of participation credit under this Policy. Participation credit for approved Joint Ventures shall be calculated in accordance with Section XII of this Policy. Approved Joint Ventures remain subject to ongoing monitoring, and nothing in this Section shall preclude the Authority from reviewing an approved Joint Venture during Contract performance to ensure continued compliance with this Policy.

XV. WORKING CAPITAL INITIATIVES

The Authority may establish and support working capital initiatives designed to assist Certified LDBs in obtaining access to capital, financing, bonding, insurance, equipment, or other resources necessary to compete for and perform Authority Contracts. Working capital initiatives may include partnerships with financial institutions, governmental entities, nonprofit organizations, community development organizations, surety providers, business assistance organizations, or other entities capable of supporting the growth and development of Certified LDBs.

The CEO, upon the recommendation of the BOELO, may establish guidelines, eligibility requirements, and participation criteria for working capital initiatives implemented pursuant to this Policy. Nothing in this Policy shall be construed to create an entitlement to financial assistance, financing, bonding support, or participation in any working capital initiative. Participation shall be subject to the availability of funding, program requirements, and applicable Authority approvals. BOELO shall periodically evaluate the effectiveness of working capital initiatives and may recommend modifications intended to further the objectives of the LDB Program.

XVI. OTHER PROCUREMENT INITIATIVES

A. Discretionary Purchasing Initiative

The Authority may implement a discretionary purchasing initiative to support participation by Certified LDB Firms and further the objectives of the LDB Program. Subject to applicable Authority procurement requirements, the CEO may award Contracts to Certified LDB Firms for procurements. Purchases made under this initiative shall comply with applicable Authority procurement requirements, internal controls, budgetary requirements, and LDB Program procedures.

B. Additional Procurement Initiatives

The Authority may establish additional procurement initiatives designed to increase participation by Certified LDB Firms and further the objectives of the LDB Program. The CEO may establish guidelines, eligibility requirements, and participation criteria for such initiatives.

XVII. PROMPT PAYMENT REQUIREMENT

Prime contractors shall pay all utilized subcontractors within thirty (30) business days after receipt of payment from the Authority for the subcontractor's completed work or delivered materials. Delays in payment without just cause shall be reported to BOeX and may result in corrective action, monitoring, or enforcement measures pursuant to Section XIII of this Policy. For Construction, payment shall be made within any shorter period required by applicable law, including the ten (10) day period established by Section 218.735(6), Florida Statutes.

Upon receipt of a request from an unpaid subcontractor or supplier, the Authority may, in its discretion, pay the subcontractor or supplier directly for completed work or delivered materials. The Authority may deduct any such payment from amounts otherwise due to the prime contractor unless the prime contractor provides information demonstrating that payment should not be made. Direct payments under this Section shall be made in accordance with the applicable Contract terms and the Authority's finance and accounting procedures.

The Authority may require proof of payment and may conduct audits, reviews, or other compliance activities to verify compliance with this Section.

XVIII. APPEALS

A. Appeal Rights

Any person or entity adversely affected by a determination made pursuant to this Policy may appeal the determination in accordance with this Section unless a different appeal process is expressly required by applicable law, Contract, or solicitation.

B. Certification Determinations

An applicant may appeal a determination relating to Certification, re-Certification, denial, Suspension, revocation, Graduation, or other eligibility determination under this Policy. Appeals of Certification determinations shall be submitted in writing to the CEO within ten (10) business days after receipt of the determination being appealed.

C. Participation Goal Determinations

A Firm may appeal a determination relating to Good Faith Efforts. If the determination is upheld by the committee responsible for the applicable evaluation, recommendation, or selection process, the affected Firm may appeal the determination to the CEO. Appeals of Good Faith Efforts determinations shall be submitted in writing to the CEO within the timeframe established in the applicable solicitation or, if no timeframe is specified, within five (5) business days after receipt of the determination being appealed.

D. Compliance Determinations

A Firm may appeal a compliance determination resulting in Suspension, revocation of Certification, disqualification from future solicitations, withholding of Contract payments, or termination of a Contract for non-compliance. Compliance determination appeals shall be submitted in writing to the CEO within five (5) business days after receipt of the determination being appealed. A Corrective Action Plan issued to address a correctable, minor non-compliance issue is not a final compliance determination and is not subject to appeal under this Section.

E. Appeal Process and Final Determination

Appeals shall be submitted in writing and shall include all information, documentation, and arguments supporting the appeal. The CEO may affirm, reverse, or modify the determination. The CEO's written decision shall constitute the Authority's final administrative determination under this Policy unless otherwise required by applicable law.

APPROVAL AND UPDATE HISTORY

Last Approval:

Authority Board: October 21, 2026

Chief Executive Officer: October 29, 2026

Supersedes: All previous Local Developing Business Program policies.