



# **Cape Cod Gateway Airport**

## **Triennial Disadvantaged Business Enterprise (DBE) 49 CFR Part 26**

### **Program and Goal**

**FY 2025-2027**



## **POLICY STATEMENT**

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

The Town of Barnstable, owner of the Cape Cod Gateway Airport 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 Cape Cod Gateway Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Cape Cod Gateway Airport has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26") Attachment 1.

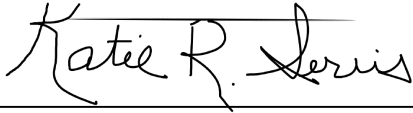
It is the policy of the Cape Cod Gateway Airport to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the Cape Cod Gateway Airport policy to engage in the following actions on a continuing basis:

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.

Katie Servis, Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, Katie Servis, Airport 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 Cape Cod Gateway Airport in its financial assistance agreements with the Department of Transportation.

The Cape Cod Gateway Airport has disseminated this policy statement to the Cape Cod Gateway Airport Commission and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Cape Cod Gateway Airport DOT-assisted contracts. The distribution was accomplished by publishing information on the Airport's website and being available at the airport. In addition, information was provided to stakeholder associations and to the public via the Airport's Commission Meeting.



Katie Servis, Airport Manager

7/29/2024

Date

## **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 Cape Cod Gateway Airport is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

### **Section 26.5 Definitions**

The Cape Cod Gateway Airport will use terms in this program that have their meanings defined in Part 26, §26.5.

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

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

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

### **Section 26.11 Record Keeping Requirements**

#### Reporting to DOT

The Cape Cod Gateway Airport will provide data about its DBE Program to the Department as directed by DOT operating administrations. DBE participation will be reported to FAA Office of Civil Rights as follows:

The Cape Cod Gateway Airport will transmit to FAA Office of Civil Rights via the FAA Civil Rights Connect system annually, by or before December 1,

the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. The Cape Cod Gateway Airport will similarly report the required information about participating DBE firms. All reporting will be done through the FAA Office of Civil Rights official reporting system (FAA Civil Rights Connect), or another format acceptable to FAA Office of Civil Rights as instructed thereby.

### Bidders List

The Cape Cod Gateway Airport will create and maintain a Bidders List. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on The Cape Cod Gateway Airport DOT-assisted contracts, for use in helping to set overall goals. The Bidders List will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected in the following way(s): The Bidder’s List is collected at the time of bid submission. Attachment 2.

### Records Retention and Reporting:

The Cape Cod Gateway Airport will maintain records documenting a firm’s compliance with the requirements of this part. At a minimum, the Cape Cod Gateway Airport will keep a complete application package for each certified firm and all affidavits of no-change, change notices, and on-site reviews. These records will be retained in accordance with all applicable record retention requirements of the Cape Cod Gateway Airport financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

## **Section 26.13 Federal Financial Assistance Agreement**

The Cape Cod Gateway Airport has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

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

*“The Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 Cape Cod Gateway Airport is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. The Airport is not

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

*Katie Servis  
Airport Manager  
The Cape Cod Gateway Airport  
480 Barnstable Road, 2nd Floor, Hyannis, MA 02601  
Tel.: 508.775.2020  
Email: kservis@flyhya.com*

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Cape Cod Gateway Airport complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Chairperson of the Cape Cod Gateway Airport Commission concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 3 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has additional staff including two (2) managers and support staff, as well as the Town of Barnstable legal counsel and an Airport Consultant (ASG) 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 Airport's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Airport Commission on DBE matters and achievement.
9. Chairs the DBE Advisory Committee.
10. Determine contractor compliance with good faith efforts.
11. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
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 Cape Cod Gateway Airport 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.

Per the MA UCP there are no DBE financial institutions. Further research using the FDIC website's Minority Depository Institutions List, indicated two (2) financial institutions run by minority individuals in Massachusetts. Leader Bank in Arlington and OneUnited Bank of Boston. Although these banks are not DBE certified, they are minority owned. Research with the US Treasury Minority Bank Deposit Program identified the above two institutions as well, and no others. Both financial institutions provide loan opportunities for businesses.

In addition, we reached out to the MA DOT DBE Supportive Services office for any additional financial institutions that may be appropriate in the area.

We also have identified a MA government program designed to assist small businesses with loans. “MA Small Business Banking Partnership” the banks listed in this program have designated funds for small business loans.

The airport will endeavor to educate bidders and DBE firms of the existence of the above-mentioned minority / socially disadvantaged owned banks and loan opportunities by listing the links to the websites on the Airport’s website and will review annually for changes in available minority / socially disadvantaged banking options.

FDIC: [www.fdic.gov/regulations/resources/minority](http://www.fdic.gov/regulations/resources/minority)

U.S. Treasury: [Minority Bank Deposit Program \(treasury.gov\)](http://Minority Bank Deposit Program (treasury.gov))

MA small business Loan Partnership: [List of Participating Banks in the Small Business Banking Partnership | Mass.gov](http://List of Participating Banks in the Small Business Banking Partnership | Mass.gov)

MassDOT DBE Support Services: [DBE Supportive Services \(DBESS\) | Mass.gov](http://DBE Supportive Services (DBESS) | Mass.gov)

## **Section 26.29 Prompt Payment Mechanisms**

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

In accordance with 49 CFR §26.29, the Cape Cod Gateway Airport 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 Cape Cod Gateway Airport.

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

The Airport will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the

accepted work within 30 days after the Airport's payment to the prime contractor.

To implement this measure, the Cape Cod Gateway Airport includes the following clause from FAA Advisory Circular 150/5370-10 (Section 90-06) in each DOT-assisted prime construction contract (Option 3):

Section 90 Measurement and Payment AC 150/5370-10

90-06 Partial Payments

*a. From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:*

*(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14.*

*Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.*

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

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

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

### **Section 26.31      Directory**

The Cape Cod Gateway Airport is a *non-certifying* member of the Massachusetts Unified Certification Program (UCP). The UCP maintains a directory identifying all firms eligible to participate as DBEs, which contains all the elements required by §26.31.

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

The Cape Cod Gateway Airport has not identified that over-concentration exists in the types of work that DBEs perform.

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

The Cape Cod Gateway Airport has not established a Business Development Program.

### **Section 26.37      Monitoring Responsibilities**

The Cape Cod Gateway Airport implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, including prompt payment, and describes and sets forth these mechanisms in the Cape Cod Gateway Airport's DBE program.

The Cape Cod Gateway Airport 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. Attachment 4

#### Monitoring Payments to DBEs and Non-DBEs

The Cape Cod Gateway Airport undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract. Such monitoring activities will be accomplished through the following method(s):

- *All payments are processed with a MA Expenditure Report that is signed by the DBE firm and states what they are due to be paid on each invoice submitted by the Prime. The MA Expenditure Report shows what has been requested in the past and what is currently being*

*requested and the amount that was contracted with the DBE. As these need to be signed by the DBE and the Prime each time a payment is requested by the Prime (regardless of whether the DBE is due funds for that period) it ensures that the DBEs are aware of payments and have an opportunity to not sign if there is a discrepancy. The DBE also knows it may go directly to the Airport if it has an issue with payments. Regular verifications are conducted as well to make sure amounts on payments and contracts match, etc.*

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

- The Cape Cod Gateway Airport proactively reviews contract payments to subcontractors including DBEs on a monthly basis during projects. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor.

#### Prompt Payment Dispute Resolution

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

The Airport will meet with the prime and sub-contractor as well as the resident engineer and project manager (when appropriate) to determine the discrepancies in payment and work completed. These meetings shall include representatives from all parties that are able to negotiate a binding agreement on behalf of their organization.

The Cape Cod Gateway Airport will follow all requirement as stated in M.G.L. Ch.30, §39 and has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage:

A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed. Article 12.5c and 12.10.3 of the contract include the following clauses:

12.5 *DECISIONS TO WITHHOLD CERTIFICATION: The Consulting Architect may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner, if in the Consulting Architect's/Engineer's opinion the representations to the Owner required by Article 12.4.1 cannot be made or complete submittal of information required by Article 12.3.3 is not submitted. If the Consulting Architect/Engineer is unable to certify payment in the amount of the Application, the Consulting Architect/Engineer will notify the Contractor and Owner as provided in Article 12.4. If the Contractor and Consulting Architect/Engineer cannot agree on a revised amount, the Consulting Architect/Engineer will promptly issue a Certificate for Payment for the amount for which the Consulting Architect/Engineer is able to make such representations to the Owner. The Consulting Architect/Engineer may also withhold a Certificate for Payment previously issued to such extent as may be necessary in the Consulting Architect's/Engineer's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Article 3.3.1 because of:*

- a. *Defective Work not remedied;*
- b. *Third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;*
- c. ***Failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;***
  - a. *Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;*
  - b. *Damage to the Owner or a separate contractor;*
  - c. *Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;*
  - d. *Repeated failure to carry out the Work in accordance with the Contract Documents;*
  - e. *Failure of the Contractors and Subcontractors to comply with mandatory requirements for maintaining Record Drawings. or*
  - f. *Costs incurred by the Owner as described in Article 13.2.4.*

12.10.3 *If, within seventy (70) days after the Subcontractor has substantially completed the subcontract work, the Subcontractor has not received from the Contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor, less any amount retained by the Owner as the estimated cost of completing the incomplete and unsatisfactory items of work, the Subcontractor may demand direct payment of that balance from the Owner. The demand shall be by a sworn statement delivered to or sent by certified mail to the Owner, and a copy shall be delivered to or sent by certified mail to the Contractor at the same time. The demand shall*

*contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the Subcontractor has substantially completed the subcontract work. Within ten (10) days after the Subcontractor has delivered or so mailed the demand to the Owner and delivered or so mailed a copy to the Contractor, the Contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the Owner and a copy shall be delivered to or sent by certified mail to the Subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the Contractor and of the amount due for each claim made by the Contractor against the Subcontractor.*

#### Prompt Payment Complaints

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

- A subcontractor who does not wish to deal with the prime directly regarding payment or has not been able to resolve payment discrepancies with prime, should contact DBELO/Airport Manager to initiate complaint.
- The subcontractor may also let the Resident Engineer know that they would like to speak to an Airport Representative, i.e. the Project Manager for the Airport while on the project.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

#### Enforcement Actions for Noncompliance of Participants

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

- *Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract*
- *Pay subcontractors directly and deduct this amount from the retainage owed to the prime pursuant to M.G.L. Ch.30, §39F.*
- *Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met*

The Cape Cod Gateway Airport will actively implement the enforcement actions detailed above.

#### Monitoring Contracts and Work Sites

The Cape Cod Gateway Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring, including CUF interviews, is performed by the Airport's Senior Project Manager/Airfield Compliance Officer and Resident Engineer. Contracting records are reviewed by DBELO, project managers and consultant. The Cape Cod Gateway Airport will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose. Attachment 4

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

The Cape Cod Gateway Airport 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 5 to this DBE Program. The program elements will be actively implemented to foster small business participation. Implementation of the Small Business element is required in order for the Cape Cod Gateway Airport to be considered by DOT as implementing this DBE program in good faith.



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

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

The Cape Cod Gateway Airport does not use quotas in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

The Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 and posted to the website of the FAA.

FAA:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/media/Schedule\\_of\\_DBE\\_and\\_ACDBE\\_Reporting\\_Requirements\\_Dec\\_2017\\_Issue.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/Schedule_of_DBE_and_ACDBE_Reporting_Requirements_Dec_2017_Issue.pdf)

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the Cape Cod Gateway Airport does not anticipate awarding prime contracts 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 Cape Cod Gateway Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

**Step 1.** The first step is to determine a base figure for the relative availability of DBEs in the market area. The Cape Cod Gateway Airport will use the MA UCP DBE Directory, Attachment 6, information and the U.S. Census Bureau Data as a method to determine the base figure. The Cape Cod Gateway Airport understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

**Step 2.** The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments

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

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

In establishing the overall goal, the Cape Cod Gateway Airport 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 Cape Cod Gateway Airport to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange by virtual meeting on "TEAMS" with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 Cape Cod Gateway Airport will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the Cape Cod Gateway Airport's official internet web site (<https://flyhya.com/airport-info/dbe/>). If the proposed goal changes following review by the FAA, the revised goal will be posted on the official internet web site. In addition, the Goal and Program will be announced to the public at the Airport's Commission meeting on July 16, 2024.

The Overall Three-Year DBE Goal submission to the FAA will include a summary of information and comments received, if any, during this public participation process and the Cape Cod Gateway Airport responses.

The Cape Cod Gateway Airport 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 Administrator, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal and must meet all the substantive and procedural requirements of this section pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If a goal is established on a project basis, the goal will be used by the time of the first solicitation for a DOT-assisted contract for the project.

#### Prior Operating Administration Concurrence

The Cape Cod Gateway Airport 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 Cape Cod Gateway Airport for calculating goals is inadequate, FAA may, after consulting with the Airport, adjust the overall goal or require that the goal be adjusted by the Airport. 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 7 to this program.

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

The Cape Cod Gateway Airport 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 Airport fails to administer its DBE program in good faith.

The Cape Cod Gateway Airport 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 Cape Cod Gateway Airport 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 Cape Cod Gateway Airport will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain a copy of the analysis and corrective actions in records for a minimum of three years and will make it available to the FAA upon request.

**Section 26.49      How are overall goals established for transit vehicle manufacturers? *Not Applicable***

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

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The Cape Cod Gateway Airport 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 7 (Overall Goal Calculations) to this program.

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

#### 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 DBELO 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 Cape Cod Gateway Airport 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: Attachment 8

- (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:
  - (i) The names and addresses of DBE firms that will participate in the contract;
  - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - (iii) The dollar amount of the participation of each DBE firm participating;
  - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - (v) 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.
  - (vi) 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; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section: Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

#### Administrative Reconsideration

Within five (5) days of being informed by the Cape Cod Gateway Airport 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:

Karen Nober  
367 Main Street, Town Hall  
Hyannis, MA 02601  
Phone: 508.862.4620

Email: [Karen.Nober@town.barnstable.ma.us](mailto:Karen.Nober@town.barnstable.ma.us)

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)

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

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

Such written consent will be provided only if the Airport agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the



- subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
  - (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - (6) The Airport determined that the listed DBE subcontractor is not a responsible contractor;
  - (7) The listed DBE subcontractor voluntarily withdraws from the project and provides the Airport written notice of its withdrawal;
  - (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
  - (9) A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract;
  - (10) Other documented good cause that the Airport has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise the Airport and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

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

Each prime contract will include a provision stating:

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

The Cape Cod Gateway Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that was established for the procurement. The good faith efforts shall be documented by the contractor. If the Airport requests documentation from the contractor 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 Cape Cod Gateway Airport shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

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

## **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).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed

the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

## **SUBPART D – CERTIFICATION STANDARDS**

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

The Cape Cod Gateway Airport is a non-certifying member of the Massachusetts Unified Certification Program (UCP). Massachusetts 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 Massachusetts 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:

*MassUCP/DBE Certification Office  
State Transportation Building  
10 Park Plaza, Suite 2600-B  
Boston, MA 02116  
Tel. (857) 368-8656*

*Attention: Intake Specialist*

<https://www.mass.gov/how-to/apply-for-disadvantaged-business-enterprise-dbe-certification>

The Uniform Certification Application form and documentation requirements are found in Attachment 9 to this program.

## **SUBPART E – CERTIFICATION PROCEDURES**

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

The Cape Cod Gateway Airport is the member of a Unified Certification Program (UCP) administered by the MassUCP/DBE Certification Office]. The UCP will meet all of the requirements of this section. Attachment 10

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

### **Section 26.101 Compliance Procedures Applicable to the Cape Cod Gateway Airport**

The Cape Cod Gateway Airport understands that if it fails to comply with any requirement of this part, the Airport may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the 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 FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122.

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

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law will be safeguarded from disclosure to third parties. The Airport may withhold from public disclosure information that may reasonably be regarded as confidential business information consistent with Massachusetts General Law, Chapter 4 § 7(26)(h).

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



## **Attachments**

Attachment 1	Regulations: 49 CFR Part 26 or website link
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	DBE Monitoring and Enforcement Mechanisms
Attachment 5	Small Business Element Program
Attachment 6	DBE Directory or link to DBE Directory
Attachment 7	Overall Goal Calculations
Attachment 8	Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 9	DBE Certification Application Form
Attachment 10	State's UCP Agreement





**DEPARTMENT OF TRANSPORTATION**  
**DBE PROGRAM – 49 CFR PART 26**

DOT published Part 26 in the Federal Register on February 2, 1999, and it became effective March 4, 1999 (64 F.R. 5096). It made extensive revisions to DOT's DBE program, formally administered under 49 CFR Part 23. The Final Rule to 49 CFR Part 26 was published in the Federal Register, Volume 68, No. 115 on June 16, 2003. Five (5) subsequent Final Rules to 49 CFR Part 26 were published in the Federal Register on April 2, 2007, April 3, 2009, February 3, 2010, January 28, 2011 and November 3, 2014, which made additional revisions to the regulation. The e-version of the regulations has combined all of these documents into one for easy reading: Electronic Code of Federal Regulations <https://www.ecfr.gov/current/title-49/subtitle-A/part-26?toc=1>.





Attachment 2

## Bidder's List Collection Form

### Cape Cod Gateway Airport

The information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.

**Project:** \_\_\_\_\_

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

Firm Information			Age of Firm	Annual Gross Receipts
Firm Name:	NAICS Code:		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> \$5-9 million <input type="checkbox"/> Greater than \$9 million
Address:	Check all that apply DBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/>			
Phone #:	Did Prime Use Firm: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Firm Name:	NAICS Code:		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> \$5-9 million <input type="checkbox"/> Greater than \$9 million
Address:	Check all that apply DBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/>			
Phone #:	Did Prime Use Firm: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Firm Name:	NAICS Code:		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> \$5-9 million <input type="checkbox"/> Greater than \$9 million
Address:	Check all that apply DBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/>			
Phone #:	Did Prime Use Firm: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Firm Name:	NAICS Code:		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> \$5-9 million <input type="checkbox"/> Greater than \$9 million
Address:	Check all that apply DBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/>			
Phone #:	Did Prime Use Firm: Yes <input type="checkbox"/> No <input type="checkbox"/>			
Firm Name:	NAICS Code:		<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> \$5-9 million <input type="checkbox"/> Greater than \$9 million
Address:	Check all that apply DBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE <input type="checkbox"/>			
Phone #:	Did Prime Use Firm: Yes <input type="checkbox"/> No <input type="checkbox"/>			

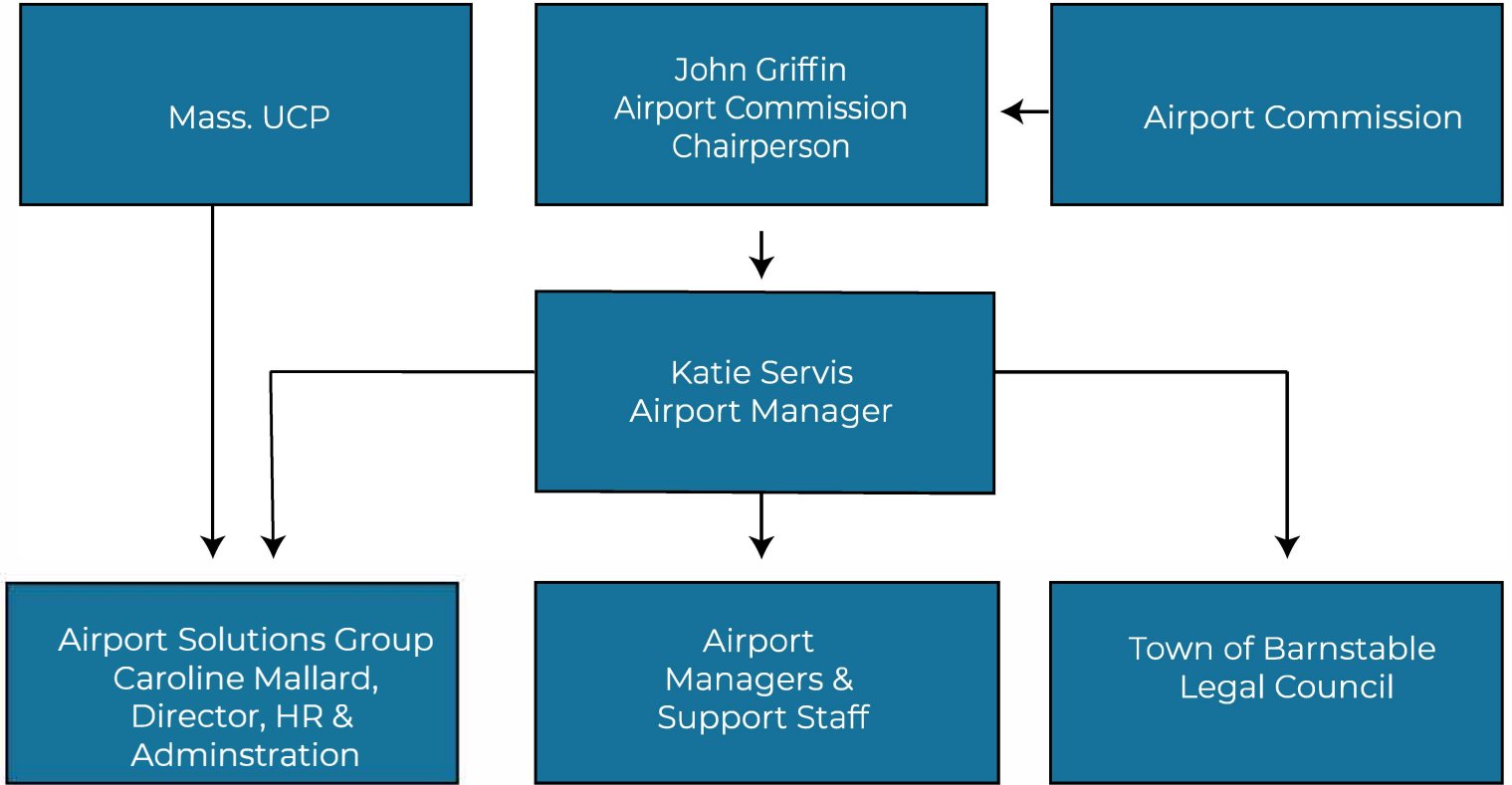
(Add additional pages as necessary)





Attachment 3  
Organizational Chart

**Cape Cod Gateway Airport**







Maura Healey, Governor  
 Kimberley Driscoll, Lieutenant Governor  
 Monica Tibbits-Nutt, Secretary & CEO  
 Jeffrey DeCarlo, Administrator



**Project Expenditure Report<sup>1</sup>  
 Disadvantaged Business Enterprise (DBE)<sup>2</sup> Participation  
 (For Federally-sponsored Projects)<sup>3</sup>**

MassDOT Aeronautics Division Form AD4-DBE (Last Modified: November 27, 2023)

PROJECT TITLE: \_\_\_\_\_

DBE CONTRACTOR: \_\_\_\_\_

MASSDOT PAYMENT VOUCHER (PV) NO.: \_\_\_\_\_ TOTAL DBE CONTRACTOR PARTICIPATION: \$ \_\_\_\_\_

AIP NO.: \_\_\_\_\_ PERCENTAGE OF CONTRACT: \_\_\_\_\_

Contract Item No.	Description of Work to be Performed by DBE Contractor	Estimated Quantity	Unit Price	Item Amount

Total amount requested by DBE contractor this invoice (add item amounts): \$ \_\_\_\_\_

Total amount previously requested by DBE contractor: \$ \_\_\_\_\_

Total amount requested by DBE contractor to date: \$ \_\_\_\_\_

The undersigned certifies that the DBE Contractor has successfully completed the above referenced work associated with this project and further assures that said DBE Contractor will be paid in full for the services indicted above.

Name of Prime Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Name of DBE Contractor: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

<sup>1</sup> Form must be submitted with each PV. Separate forms for each DBE contractor.

<sup>2</sup> Must be register with the MA Supplier Diversity Office (SDO) and must be listed as a DBE with a valid certification when work is completed. Suppliers must be discounted at 60%. The participation of the Prime Contractors and Subcontractors that are DBEs may be counted toward the DBE goal.

<sup>3</sup> For projects with any amount of federal participation.







# Commercially Useful Function (CUF)/ Compliance Evaluation Form - Service Providers

**The Cape Cod Gateway Airport, 480 Barnstable Road, Hyannis, MA 02601**

This form is required to meet the Commercially Useful Function (CUF) verification requirements of 49 CFR §26.55. This form also contains data and questions related to the running tally of DBE payments, termination of work, and changes in contract scope that may require prompt action to ensure final compliance.

## Section I- Project and Payment Data

Sub Contract on File:    Yes                      No

ASG Project #:

Project Name:

Prime Provider:

DBE Goal:

District/Region:

DBE Subcontract \$:

DBE Commitment \$:

% of DBE Work Completed:

DBE Start Date:

DBE Payments to Date \$:

Provider Name: DBE

DBE Representative:

Provider Owner:

DBE Representative Title:

DBE is Performing as      Prime Service Provider      Sub Service Provider      Lower-tier Service Provider

: Service Category:

Provide a brief description of the DBE's scope of work/services from the approved subcontract/sub-agreement:

**The following two questions pertain to DBE participation submitted (under commitment) to meet a contract goal:**

➤ Are the descriptions of work in the DBE's subcontract/sub-agreement and the Prime's DBE commitment consistent?

YES                      NO (If "NO," how was this resolved?)                      N/A

➤ Have there been any changes in project scope that would affect the DBE commitment?

YES (If "YES," describe changes in scope, impacts, and actions to resolve)                      NO                      N/A

**Section II- Evaluation and CUF Determination**

<b>Supervision and Management</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
-----------------------------------	------------	-----------	------------

1. Was all work performed directed by the DBE's supervisory personnel ? (e.g. DBE directs its own employees and controls all elements of work; approving signatures/ initials on work products, title blocks and other relevant documents were those of DBE supervisory personnel)
2. Do workflows indicate that the designated DBE Project Manager/Supervisor is directing all work?
3. If the DBE project team or its representative is co-located in the prime's office, is it evident that the DBE has sufficient on-site expertise and control that allows it to manage its work independently?

**Comments Required for all "NO" or "N/A" Responses:**

<b>Performance</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
--------------------	------------	-----------	------------

4. Did the Airport make adjustments in counting where the DBE itself sublet or outsourced any portion of its work to a non-DBE?
5. Did the DBE perform at least 30% of the work under its contract/agreement?
6. Provide the value of any DBE work (under commitment) that was terminated by the prime and performed by another firm without the Airport's prior written consent:
 

OR

  - 6a. Where written consent was not obtained, did/will the Airport deny payment to the prime for DBE work it self-performed or DBE work performed by another firm?
7. Did the prime make every good faith effort to replace the value of work under commitment not performed by the DBE for any reason (other than Airport-initiated changes in scope)?

**Comments Required for all "NO" or "N/A" Responses:**

<b>Workforce</b>	<b>YES</b>	<b>NO</b>	<b>N/A</b>
------------------	------------	-----------	------------

8. Based on the site visit, were the personnel observed/performing work consistent with the DBE's affirmed listing of project personnel, payrolls, or other valid document?
9. With respect to professional services, are document authors and signers of certifications, stamps, seals, title blocks, etc. consistent with the DBE's affirmed listing of qualified project personnel?

---

**Workforce (continued)**

---

YES

NO

N/A

10. Based on employee interviews, is the DBE the only service provider that is compensating the personnel performing the work?

-Provide the names of DBE personnel observed or interviewed in the Comments box

**Comments Required for all "NO" or "N/A" Responses:**

---

**Equipment**

---

YES

NO

N/A

11. Did the DBE use its own equipment to perform the work specified in its contract/ agreement? (Total stations, computer hardware, plotters, computer automated design software, personal protective equipment, tools, and other equipment required to perform or produce the work.)

12. For equipment not owned by the DBE, did the DBE lease it from a company other than the prime or an upper-tier service provider?

13. If 12. above is "NO," provide the value of equipment borrowed or leased from the prime or an upper-tier service provider:

OR 

14. Provide information about equipment leased or borrowed by the DBE:

15. Did the prime increase DBE participation to replace the value of equipment borrowed or leased from the prime or upper-tier service provider, as indicated in "13." above?

16. Is all equipment being operated by DBE employees and under the direct supervision of the DBE?

**Comments Required for all "NO" or "N/A" Responses:**

---

**CUF Determination**

---

Based on the observations reported in this document, including relevant attachments, I affirm that the participation of the DBE entered at the top of this form has been counted in accordance with 49 CFR §26.55, and accurately reflected in our agency's reporting system.

Reviewer Signature:

Date:

Printed Name and Title of Reviewer:

**Determination Comments:**





**DBE Document Check List**

**Airport:** Cape Cod Gateway Airport \_\_\_\_\_

**DBE Goal:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Prime Name:** \_\_\_\_\_

**ASG Project #:** \_\_\_\_\_

**Prime Address:** \_\_\_\_\_

**AIP#:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

# DBE Firms:	_____
Contract Cost:	_____

**Email:** \_\_\_\_\_

**Tel.:** \_\_\_\_\_

Required Project Forms	✓ if Received
Fostering Small Business Participation	
Bidders List Collection Form	
DBE Good Faith Effort (if not enough DBE)	
Anticipated Sub List	
Bidder Certification EEO	
Contractor Certification EEO	
SubContractor Certification EEO per sub	
FAA DBE Utilization Form	

**DBE Details & Forms**

DBE Firm Name:				
DBE Firm Address:				
	✓ if Received	✓ if Received	✓ if Received	✓ if Received
FAA Letter of Intent				
DBE Certification Letter (current)				
FAA Report of Certified DBE Contractors				
MassDOT Letter of Intent				
Description of Work to be Provided:				

DBE Firms Listed:	%	\$ to DBE	Type DBE *	Type Descript	Type Code	Man / Woman (M/W)
	0	#DIV/0!		Black American	BA-	M or W
	0	#DIV/0!		Hispanic American	HA-	M or W
	0	#DIV/0!		Native American	NA-	M or W
	0	#DIV/0!		Asian-Pacific American	APA-	M or W
	0	#DIV/0!		Subcontinent Asian American	SAA-	M or W
Total DBE			\$0.00	Non-Minority Men	NM-	M
				Non-Minority Women	NM-	W

\* per FAA Report of Certified DBE Contractors  
 if Received: If documents have not yet been received, you must make all efforts to obtain them ASAP

**Issues:**

**Sub-Contractors Section:**

Names	Contract Rec'd	EEO Cert	Language EEO verified	Language Prompt Pay verified	\$ Amount of Contract	Function





## Attachment 5

### **Small Business Element**

#### **1. Objective/Strategies**

- (1) In design-build contracts or other large contracts requiring bidders on the prime contract to specify elements of the contract or specific subcontracts that are of a size that small businesses, including DBEs, can reasonably perform.
- (2) On prime contracts not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
- (3) Continue to use *Bidders List* and the *Fostering Small Business* forms to identify smaller businesses for work at the Airport.

#### **2. Definition**

Size standard should be consistent with 49 CFR 26.5 and must be no larger than the **Small Business Administration's** size standards. DBE firms and small firms eligible for the program should be similarly sized to reduce competitive conflict between DBE and non-DBE firms.

All businesses meeting the criteria outlined in this element will be considered to be small businesses, without regard to race or gender.

#### **3. Verification**

Prime Contractors must complete the *Fostering Small Business* form for subcontractors that it will use that are SBA classified as a Small Business.

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

*Fostering Small Business* forms will be reviewed at time of Bid Selection.

#### **5. Assurance**

Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program; 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 Steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.

The program is open to small businesses regardless of their location.







## FOSTERING SMALL BUSINESS

### PARTICIPATION

Sponsor's Name:	
Airport Name:	
City, State:	
AIP Number:	
Federal Fiscal Year:	<b>20__</b>

In accordance with CFR Part 26, Section 26.39 the following detailed list shall be completed by Prime Bidding Contractor for this proposed Construction Work. The Prime Contractor must list all sub-contractors meeting the federal requirement for a Small Business who provided the Prime Contractor with a quote to perform work on this project, regardless if the sub-contractor will be performing the work

Small Business Firms to be Utilized (Name, Address, Phone)	Work to be Performed	Total Estimated Cost of Work
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified DBE?		
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified DBE?		
Name		
Address		
City, St, Zip		
Telephone		
Is the firm a Certified DBE?		



Small Business Firms to be Utilized (Name, Address, Phone)	Work to be Performed	Total Estimated Cost of Work
------------------------------------------------------------	----------------------	------------------------------

Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

**(DUPLICATE FORM AS NECESSARY)**

The following notation is for Sponsor Use Only:

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Attachment 6

MA UCP Directory:

<https://www.diversitycertification.mass.gov/BusinessDirectory/BusinessDirectorySearch.aspx>

MassUCP/DBE Certification Office  
State Transportation Building  
10 Park Plaza, Suite 2600-B  
Boston, MA 02116  
Tel. (857) 368-8656



Attachment 7

**Section 26.45: Overall DBE Three-Year Goal Methodology**

**Name of Recipient:** Cape Cod Gateway Airport

**Goal Period:** FY-2025-2026-2027 – (October 1, 2024 through September 30, 2027)

**DOT-assisted contract amount:**

<b>Fiscal Year</b>	<b>Project</b>	<b>FAA \$ Amount</b>	<b>Year Total</b>
<b>2025</b>	Upgrade Tower HVAC Systems (BIL Act Funds FY2022 and FY2023)	\$1,874,160	
	2025		<b>\$1,874,160</b>
<b>2026</b>	Design, Construct, Relocate and Extend Taxiway B. FFY2026/Airport FY2027	\$7,920,000	
	Design & Construct Terminal Upgrades - Phase I - TSA hold room expansion. BIL	\$5,850,000	
			<b>\$13,770,000</b>
<b>2027</b>	Design & Acquire Easements/Acquisition Phase I for Future Construction/Runway extension - acquisition will be implemented on a phased approach as properties become available or easements acquired.	\$6,075,000*	
	Design & Construct Reconstruction and Re-Alignment of Taxiways Delta and Echo at Runway 15 (includes Run-Up Pit).	\$10,980,000	
			<b>\$17,055,000</b>

**Overall Three-Year Goal:** 3.74%, to be accomplished through 3.00% RC and 0.74% RN (weighted percentage)

**Total dollar amount to be expended on DBE's:** \$1,018,464

\*In 2027 there is a project for "Design and Acquire Easements". Of the \$6,075,000 allocated for this project, it is estimated that \$5,467,500 will be used for actual purchases of property and therefore is not included in calculations for DBE participation.

## **Market Area:**

### **Determination of Market Area:**

The Airport determined that an approximate 50-mile radius of the Airport was a realistic market area based on past contracts. Massachusetts counties that fell within 50 miles of the Airport were used as the Market Area. The substantial majority of the Airport's contractors and subcontractors and the substantial majority of contracting dollars spent by the Airport are within this Market Area.

The Airport determined that a large share of project dollars (75.6%) was being spent on contractors in the immediate area (Barnstable County). Following that, the counties just north of Barnstable County, in particular Norfolk and Plymouth, also contributed to approximately another 5% of dollars spent. When evaluating the location of contractors to determine a logical market area from which contractors would travel to the project, the numbers were similar. Approximately 57% of contractors that worked on airport projects or bid on them were from the same local area, approximately within 50 miles.

Another thirty five percent (35 %) of contractors and approximately seven percent (7%) of dollars spent are from the Boston Area (Suffolk County) and Middlesex County (just outside of Boston).

Based on these results we determined the market area to be the counties in closest proximity to the airport (Barnstable, Plymouth, Bristol and Norfolk counties) as well as, Suffolk and Middlesex counties. This represents most of Eastern Massachusetts.

We did not include Duke County or Nantucket County. Duke County is the island of Martha's Vineyard and Nantucket County consists of the island of Nantucket. It is not reasonable to assume that a contractor or crew would be able to travel by boat or flight, back and forth to a site in Hyannis and to date, there has been no interest from contractors on the islands for Cape Cod Gateway Airport Projects.

The Airport used the following counties in its analysis:

Barnstable  
Bristol MA  
Middlesex MA  
Norfolk MA  
Plymouth MA  
Suffolk MA

### **Step 1. 26.45(c) Actual Relative Availability of DBE's**

The base figure for the relative availability was calculated as follows:

To determine eligible DBE companies by county, we used the Massachusetts' Unified Certification Program's website (<https://www.diversitycertification.mass.gov/BusinessDirectory/BusinessDirectoryDBESearch.aspx>) to download the "Directory of Certified DBE Businesses" by NAICS Code.

"All Established Firms" in the same market area were determined using data from the U.S. Census Bureau, County Business Patterns 2021 ([CB2100CBP: All Sectors: County ... - Census Bureau Table](#)). We divided the total number of "DBE's" by the total number of "All Established Firms" for each NAICS code that would be involved in projects. This percentage was used to determine available potential DBE participation by NAICS.

Upcoming projects on the Airport's CIP were evaluated to determine the types of businesses / services that would be used on the project. Services were then grouped by NAICS code. A percentage of project costs/expenditure for each NAICS code was determined based on past projects analysis. The projected costs / expenditures per NAICS code, per project, per year were determined. The total projected expenditure per NAICS code was multiplied by the DBE percentage for each NAICS code. This produced the potential DBE cost / expenditure over the next three years for each NAICS code. The total DBE portion of NAICS cost / expenditure was divided by the total overall expenditure by NAICS code to determine our weighted **DBE Goal of 3.74%**.

Total of all DBE Dollar amounts were divided by Total of all Project Dollars to determine DBE Goal for Fiscal 2025-2027.

(Total: Three Year DBE Portion of Expenditures / Costs)  

---

 = **Weighted DBE Goal**

(Total: Three Year Expenditures / Costs)

Method: Used MA Unified Certification Program DBE Directories: and Census Bureau Data (*Source: U.S. Census Bureau-All Sectors: County Business Patterns, including ZIP Code Business Patterns, by Legal Form of Organization and Employment Size Class for the U.S., States, and Selected Geographies: 2021*) see above links.

**Step 2: Adjustments to Step 1 Base Figure**

The Airport determined that there was no need to adjust base figure for goal based on past participation and the lack of any disparity studies.



## **PUBLIC PARTICIPATION**

### **Consultation: Section 26.45(g)(1).**

In establishing the overall goal, the Cape Cod Gateway Airport 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 Airport's 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 (FAA) for review. Details of the consultation are as follows.

The consultation engaged in was a virtual meeting on Teams, which was held on July 19, 2024 at 1:00pm. Invitees included:

SBA MA (Small Business Administration MA)  
Small Business Resource MassDOT  
MA Office of Diversity & Civil Rights (ODCR)  
MassDOT Aeronautics Division  
APEX Accelerator (formerly known as MA PTAC)  
WTS (Women in Transportation)  
Mass UCP/DBE Certification Office  
Mass DOT - Office of Civil Rights & Diversity  
BECMA (Black Economic Council MA)  
GNEMSDC (Greater New England Minority Supplier Development Council)  
Mass DOT DBE Supportive Services  
NMSDC (National Minority Supplier Development Council)  
WBENC (Woman Business Enterprise National Council)  
AGCMA (Associated General Contractors of Mass)

The following comments were received during the course of the consultation:

*[If no comments were received, so state]*

A notice of the proposed goal was published on the Cape Cod Gateway's Airport official website before the methodology was submitted to the FAA.

In addition, the Airport will solicit public participation to understand actual DBE interest in projects using the following methods: Advertising on the Airport's website page dedicated to DBE and ACDBE (<https://flyhya.com/airport-info/dbe/>) MASSDOT and the Cape Cod Gateway Airport Commission. The Cape Cod Gateway Airport's Commission Meeting on July 16, 2024 at 4:00pm is a public meeting and will discuss

the Airport's upcoming program and goals in this meeting. Public comment will be welcomed. The agenda for the meeting is published on the Town of Barnstable's website

(<https://tobweb.town.barnstable.ma.us/boardscommittees/AirportCommission/default.asp?brd=Airport+Commission&brdid=1&year=2019>) along with details on how to attend the meeting. The Airport also used social media (Facebook, Instagram) to notify the public. The Airport will allow a 30-day comment period. If comments come in after August 1, 2024, the Airport will revise, if necessary, the DBE Program and Goal and will re-submit to the FAA.

### **Breakout of Estimated Race Neutral (RN) and Race Conscious (RC) Participation.** 26.51(b)(1-9)

The Airport will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation such as:

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. Posting DBE information on the Airport's website, including links to get certified
3. Distributing flyers with DBE and ACDBE information at Airport
4. Through the Airport partnering with the *MassDOT DBE Supportive Services* department (<https://www.mass.gov/info-details/dbe-supportive-services-dbess>), the Airport can assist in the following:
  - a. Providing assistance in overcoming limitations such as inability to obtain bonding or financing
  - b. Providing technical assistance and other services;
  - c. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
  - d. Partnering with the Mass DOT DBE 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;
  - e. 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;
  - f. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low, (this service exists through a contract with CEI and the MA DOT)
  - g. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
  - h. Assist DBEs and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media

The Airport estimates that in meeting its overall goal of 3.74%, it will obtain 0.74% from RN participation and 3.0% through RC measures. The breakdown of RC vs RN was determined by looking at overall projects and determining the percentage of projected dollars expected for construction projects (81%) versus non-construction projects (19%). These percentages were applied to the overall goal to determine the RN versus RC breakdown of goal.

The Airport's past projects have been successful in meeting DBE Goals when using a DBE Goal in the bid process for construction projects (RC). Larger construction projects have more opportunities for DBE participation. The Airport will continue to try to achieve as much as possible through RN means and will continue to use methods to encourage RN participation.

The Airport does not have a history of over-achievement of goals in DBE participation to reference and expects to obtain its DBE participation through the use of DBE contract goals or a conscious effort to obtain DBE participation. Therefore, the Overall DBE goal of 3.74% is to be obtained mostly through race-conscious (RC) participation.

The Airport will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

### **Contract Goals**

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

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

2025

2026

2027

Project	Project Cost	FAA %	FAA \$ Amount
1 Upgrade Tower HVAC Systems	\$2,082,400	90%	\$1,874,160
Total 2025			\$1,874,160
Total 2025			\$1,874,160
Total 2026			\$137,200,000
Total 2027			\$17,055,000

Project	Project Cost	FAA %	FAA \$ Amount																																																																
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Project	Project Cost	FAA %	FAA \$ Amount
1 Design, Construct, Relocate and Extend Trackway B	\$6,900,000	90%	\$7,920,000
2 Design & Construct Terminal Upgrades - Phase 1, TSA hold room expansion	\$6,500,000	90%	\$5,850,000
Total 2026			\$15,500,000
Total 2026			\$15,500,000
Total 2027			\$17,055,000

Project	Project Cost	FAA %	FAA \$ Amount
1 Design, Construct, Relocate and Extend Trackway B	\$6,900,000	90%	\$7,920,000
2 Design & Construct Terminal Upgrades - Phase 1, TSA hold room expansion	\$6,500,000	90%	\$5,850,000
Total 2026			\$15,500,000
Total 2026			\$15,500,000
Total 2027			\$17,055,000

Table by NAICS for Year	2025	2026	2027							
NAICS	Type	Project 1	Project 2	Total 2025	Project 1	Project 2	Total 2026	Project 1	Project 2	Total 2027
541380	Testing Laboratories	\$0	\$0	\$0	\$80,784	\$0	\$80,784	\$131,760	\$0	\$131,760
541620	Environmental Consulting Services	\$0	\$0	\$0	\$34,056	\$0	\$34,056	\$109,800	\$0	\$109,800
541370	Survey & Mapping (except Geophysical)	\$0	\$0	\$0	\$34,056	\$0	\$34,056	\$34,056	\$0	\$34,056
541300	Engineering Services	\$0	\$0	\$0	\$569,448	\$0	\$569,448	\$569,448	\$0	\$569,448
238210	Construction	\$0	\$0	\$0	\$812,592	\$0	\$812,592	\$812,592	\$0	\$812,592
238220	Construction Projects	\$0	\$0	\$0	\$1,336,350	\$0	\$1,336,350	\$1,336,350	\$0	\$1,336,350
237210	Highway, Street & Bridge Construction	\$0	\$0	\$0	\$38,795	\$0	\$38,795	\$38,795	\$0	\$38,795
238910	Site Preparation Contractors	\$0	\$0	\$0	\$15,307	\$0	\$15,307	\$15,307	\$0	\$15,307
541200	Electrical Contractors	\$0	\$0	\$0	\$15,307	\$0	\$15,307	\$15,307	\$0	\$15,307
238220	Electrical Building Construction	\$0	\$0	\$0	\$765,186	\$0	\$765,186	\$765,186	\$0	\$765,186
238220	Plumbing, HVAC, Mechanical	\$0	\$0	\$0	\$447,275	\$0	\$447,275	\$447,275	\$0	\$447,275
TOTALS										

Highway, Street & Bridge			
237310			
County Name	Relevant	% of co. DBE	
Barnstable	9	2	0.00%
Bristol MA	16	1	6.25%
Middlesex MA	39	2	5.13%
Norfolk MA	26	1	3.85%
Plymouth MA	24	2	8.33%
Suffolk MA	10	1	10.00%
<b>Totals</b>	<b>124</b>	<b>9</b>	<b>7.26%</b>

All Other Specialty Trade			
238990			
County Name	Relevant	% of co. DBE	
Barnstable	48	0	0.00%
Bristol MA	76	0	0.00%
Middlesex MA	180	0	0.00%
Norfolk MA	91	2	2.20%
Plymouth MA	98	3	3.06%
Suffolk MA	26	1	3.85%
<b>Totals</b>	<b>519</b>	<b>6</b>	<b>1.16%</b>

Site Preparation Contractors			
238910			
County Name	Relevant	% of co. DBE	
Barnstable	74	2	2.70%
Bristol MA	122	2	1.64%
Middlesex MA	201	1	0.50%
Norfolk MA	140	3	2.14%
Plymouth MA	127	4	3.15%
Suffolk MA	35	1	2.86%
<b>Totals</b>	<b>699</b>	<b>13</b>	<b>1.86%</b>

Landscaping Services			
561730			
County Name	Relevant	% of co. DBE	
Barnstable	455	1	0.22%
Bristol MA	327	1	0.31%
Middlesex MA	953	0	0.00%
Norfolk MA	446	0	0.00%
Plymouth MA	372	0	0.00%
Suffolk MA	106	0	0.00%
<b>Totals</b>	<b>2659</b>	<b>2</b>	<b>0.08%</b>

Engineering Services			
541330			
County Name	Relevant	% of co. DBE	
Barnstable	69	0	0.00%
Bristol MA	78	2	2.56%
Middlesex MA	494	14	2.83%
Norfolk MA	176	5	2.84%
Plymouth MA	102	0	0.00%
Suffolk MA	146	4	2.74%
<b>Totals</b>	<b>1065</b>	<b>25</b>	<b>2.35%</b>

Environmental Consulting Services			
541620			
County Name	Relevant	% of co. DBE	
Barnstable	15	2	13.33%
Bristol MA	13	1	7.69%
Middlesex MA	86	4	4.65%
Norfolk MA	25	1	4.00%
Plymouth MA	21	0	0.00%
Suffolk MA	24	0	0.00%
<b>Totals</b>	<b>184</b>	<b>8</b>	<b>4.35%</b>

Survey & Mapping			
541370			
County Name	Relevant	% of co. DBE	
Barnstable	10	0	0.00%
Bristol MA	7	0	0.00%
Middlesex MA	20	0	0.00%
Norfolk MA	14	0	0.00%
Plymouth MA	16	1	6.25%
Suffolk MA	6	0	0.00%
<b>Totals</b>	<b>73</b>	<b>1</b>	<b>1.37%</b>

Testing Laboratories			
541380			
County Name	Relevant	% of co. DBE	
Barnstable	3	0	0.00%
Bristol MA	0	0	0.00%
Middlesex MA	46	1	2.17%
Norfolk MA	16	0	0.00%
Plymouth MA	10	0	0.00%
Suffolk MA	7	0	0.00%
<b>Totals</b>	<b>82</b>	<b>1</b>	<b>1.22%</b>

Electrical			
238210			
County Name	Relevant	% of co. DBE	
Barnstable	138	1	0.72%
Bristol MA	208	3	1.44%
Middlesex MA	639	6	0.94%
Norfolk MA	274	0	0.00%
Plymouth MA	263	4	1.52%
Suffolk MA	104	4	3.85%
<b>Totals</b>	<b>1626</b>	<b>18</b>	<b>1.11%</b>

Real Estate Appraisers			
531320			
County Name	Relevant	% of co. DBE	
Barnstable	8	0	0.00%
Bristol MA	16	0	0.00%
Middlesex MA	47	0	0.00%
Norfolk MA	20	0	0.00%
Plymouth MA	12	0	0.00%
Suffolk MA	10	0	0.00%
<b>Totals</b>	<b>113</b>	<b>0</b>	<b>0.00%</b>

Plumbing, HVAC, Mechanical			
238220			
County Name	Relevant	% of co. DBE	
Barnstable	209	1	0.00%
Bristol MA	267	0	0.00%
Middlesex MA	745	0	0.00%
Norfolk MA	363	0	0.00%
Plymouth MA	308	0	0.00%
Suffolk MA	118	0	0.00%
<b>Totals</b>	<b>2010</b>	<b>1</b>	<b>0.05%</b>

Architectural Services			
541310			
County Name	Relevant	% of co. DBE	
Barnstable	32	0	0.00%
Bristol MA	22	0	0.00%
Middlesex MA	235	4	1.70%
Norfolk MA	64	0	0.00%
Plymouth MA	40	1	2.50%
Suffolk MA	182	7	3.85%
<b>Totals</b>	<b>575</b>	<b>12</b>	<b>2.09%</b>

Hazardous Materials Abatement			
562910			
County Name	Relevant	% of co. DBE	
Barnstable	0	0	0.00%
Bristol MA	13	0	0.00%
Middlesex MA	24	0	0.00%
Norfolk MA	22	0	0.00%
Plymouth MA	23	1	4.35%
Suffolk MA	11	0	0.00%
<b>Totals</b>	<b>93</b>	<b>1</b>	<b>1.08%</b>

Logistics Consulting			
541614			
County Name	Relevant	% of co. DBE	
Barnstable	0	0	0.00%
Bristol MA	10	0	0.00%
Middlesex MA	65	0	0.00%
Norfolk MA	28	0	0.00%
Plymouth MA	13	1	7.69%
Suffolk MA	25	0	0.00%
<b>Totals</b>	<b>141</b>	<b>1</b>	<b>0.71%</b>

Other Heavy & Civil Constr.			
237990			
County Name	Relevant	% of co. DBE	
Barnstable	10	0	0.00%
Bristol MA	10	0	0.00%
Middlesex MA	19	0	0.00%
Norfolk MA	14	1	7.14%
Plymouth MA	14	0	0.00%
Suffolk MA	9	0	0.00%
<b>Totals</b>	<b>76</b>	<b>1</b>	<b>1.32%</b>

Commercial & Indust. Bldg. Constr.			
236220			
County Name	Relevant	% of co. DBE	
Barnstable	12	2	16.67%
Bristol MA	48	2	4.17%
Middlesex MA	192	4	2.08%
Norfolk MA	89	1	1.12%
Plymouth MA	71	1	1.41%
Suffolk MA	75	0	0.00%
<b>Totals</b>	<b>487</b>	<b>10</b>	<b>2.05%</b>

NAICS	Total Firms	DBEs	% DBE
Highway, Street & Bridge Construction	237310	124	9
All Other Specialty Trade Contractors	238990	519	6
Site Preparation Contractors	238910	699	13
Landscaping Services	561730	2659	2
Electrical	238210	1626	18
Plumbing, HVAC, Mechanical	238220	2010	1
Commercial & Indust. Bldg. Constr.	236220	487	10
Hazardous Materials Abatement	562910	93	1
Engineering Services	541330	1065	25
Environmental Consulting Services	541620	184	8
Survey & Mapping	541370	73	1
Testing Laboratories	541380	82	1
Real Estate Appraisers	531320	113	0
Architectural Services	541310	575	12
Other Heavy & Civil Constr.	237990	76	1
Logistics Consulting	541614	141	1
<b>Totals</b>	<b>10526</b>	<b>109</b>	<b>1.04%</b>

NAICS	Total 2025	Total 2026	Total 2027	Total 3 Years	DBE portion
Highway, Street & Bridge Construction	237310	\$4,508,856	\$6,216,876	\$10,725,732	\$778,481
All Other Specialty Trade Contractors	238990	\$135,432	\$187,758	\$323,190	\$3,736
Site Preparation Contractors	238910	\$38,795	\$1,759,500	\$2,196,000	\$74,286
Landscaping Services	561730	\$13,307	\$249,372	\$264,618	\$0
Electrical	238210	\$93,708	\$1,397,592	\$1,126,548	\$28,980
Plumbing, HVAC, Mechanical	238220	\$648,459	\$1,521,000	\$2,169,459	\$0
Commercial & Indust. Bldg. Constr.	236220	\$745,166	\$2,398,500	\$3,143,666	\$64,552
Hazardous Materials Abatement	562910	\$117,000	\$117,000	\$117,000	\$0
Engineering Services	541330	\$114,886	\$920,448	\$867,402	\$44,665
Environmental Consulting Services	541620	\$3,960	\$3,960	\$109,800	\$4,946
Survey & Mapping	541370	\$34,056	\$61,488	\$95,544	\$0
Testing Laboratories	541380	\$80,784	\$80,784	\$131,760	\$0
Real Estate Appraisers	531320	\$219,839	\$643,500	\$425,250	\$0
Architectural Services	541310	\$0	\$0	\$863,339	\$18,018
Other Heavy & Civil Constr.	237120	\$0	\$0	\$0	\$0
Logistics Consulting	541614	\$0	\$0	\$0	\$0
<b>Totals</b>	<b>\$1,874,160</b>	<b>\$13,770,000</b>	<b>\$11,587,500</b>	<b>\$27,231,660</b>	<b>\$1,017,663</b>

\* If less than 3 DBE firms, use 0 per FAA Goal setting guidelines

2027 Land Purchase: Designated spend on real estate purchases.

\$5,467,500

**Weighted DBE 3.74%**

Sources:

MA United Certification Program DBE Directory: <https://www.diversitycertification.mass.gov/BusinessDirectory/BusinessDirectoryDBESearch.aspx>  
 U.S. Census Bureau US. All Firms Source: <https://www.census.gov/data/tables/2019/subject/industry/00000a1.html>



**DISADVANTAGE BUSINESS ENTERPRISE**  
**(DBE) GOOD FAITH EFFORT**  
***to be completed by General Contractor***

*(The Bidder shall prepare additional copies of this information form in the quantity necessary to comply with the bidding requirements)*

I, \_\_\_\_\_, \_\_\_\_\_  
Name Title

of \_\_\_\_\_  
Contractor Name

certify that on \_\_\_\_\_, I contacted the below listed DBE requesting a bid for  
Date of Contact

Project \_\_\_\_\_ as a DBE for the provision of

{ } Goods & Services or { } Labor to accomplish \_\_\_\_\_  
Subcontract Work Offered to this DBE Company

\_\_\_\_\_  
Name of Prospective Sub-Contractor

\_\_\_\_\_  
Address City and State Telephone #

Contact was made by { } Telephone { } In Person

Said sub-contractor was unavailable for work on this project or unable to prepare a bid for the following reason(s):  
(check appropriate answer):

{ } DBE Firm Declined Job

{ } DBE Firm offered to do a job at the price of \$ \_\_\_\_\_, which was not acceptable

because: \_\_\_\_\_

{ } Other \_\_\_\_\_

The above information is accurate and complete, to the best of my knowledge and belief. Signed under the pains and penalties of perjury.

\_\_\_\_\_  
Signature of Authorized Representative, General Contractor Date







## FEDERAL AVIATION ADMINISTRATION

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

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

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

By: \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_





**LETTER OF INTENT**

Federal Requirement (49 CFR Part 26, §26.53)

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:

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

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

\*\*For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55.

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, any and all representations in this Letter of Intent shall be null and void.

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



Attachment 9

*CFR Part 26*

DBE Certification Application for Massachusetts

<https://www.mass.gov/how-to/apply-for-disadvantaged-business-enterprise-dbe-certification>

Location:

MassUCP/DBE Certification Office State

Transportation Building 10 Park Plaza, Suite 2600-B  
Boston, MA 02116  
Tel. (857) 368-8656

Attention: Intake Specialist

Federal Information:

<https://www.transportation.gov/sites/dot.gov/files/2024-05/UCA%204.09.2024.pdf>



Attachment 10

**State UCP Agreement**

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN THE**

Commonwealth & Regional Authorities:

Massachusetts Department of Transportation ("MassDOT")  
Massachusetts Bay Transportation Authority ("MBTA")  
Massachusetts Port Authority ("MassPort")  
Berkshire Regional Transit Authority ("BRTA")  
Brockton Area Transit Authority ("BAT")  
Cape Ann Regional Transit Authority ("CATA")  
Cape Cod Regional Transit Authority ("CCRTA")  
Franklin Regional Transit Authority ("FRTA")  
Greater Attleboro-Taunton Regional Transit Authority ("GATRA")  
Lowell Regional Transit Authority ("LRTA")  
Martha's Vineyard Transit Authority ("VTA")  
MetroWest Regional Transit Authority ("MWRTA")  
Merrimack Valley Regional Transit Authority ("MVRTA")  
Montachusett Regional Transit Authority ("MRTA")  
Nantucket Regional Transit Authority ("NRTA")  
Pioneer Valley Regional Transit Authority ("PVRTA")  
Southeastern Regional Transit Authority ("SRTA")  
Worcester Regional Transit Authority ("WRTA")

Municipal and Regional Airports:

Barnstable Municipal Airport  
Martha's Vineyard Airport  
Nantucket Memorial Airport  
New Bedford Regional Airport

(collectively, the "Participants")

**AND THE**

Massachusetts Operational Services Division ("OSD")  
on behalf of the Massachusetts Supplier Diversity Office ("SDO")

Whereas, in accordance with the provisions of 49 C.F.R. § 26 *et seq.*, any entity to which the United States Department of Transportation ("USDOT") provides financial assistance, whether directly or through another recipient, through the programs of the Federal Aviation Administration, Federal Highway Administration, or the Federal Transit Administration or which applied for such assistance ("Recipients") and operates Disadvantaged Business Enterprise ("DBE") programs are required to participate in a statewide Unified Certification Program ("MassUCP"); and

Whereas, the MassUCP must provide “One Stop Shopping” to all DBE applicants for certification, such that an applicant is required to apply only once for a DBE certification that will be honored by all Recipients in the Commonwealth;

Whereas, the SDO, as the successor entity to the assets, liabilities, and obligations of the State Office of Minority and Women Business Assistance as provided in St. 2010, c. 56, § 6, shall provide such One Stop Shopping to any qualified applicant seeking DBE certification other than certification as a DBE airport concessionaire;

Now therefore, under the terms set forth below, the Participants and OSD/SDO agree that the SDO shall be the designated and responsible entity for the administration, management, and operation of the MassUCP; provided, however, that MassPort shall make its own determinations regarding airport concession DBE (“ACDBE”) certification as authorized pursuant to 49 C.F.R. § 23, *et seq.*

#### A. Definitions

“Disadvantaged Business Enterprise” (“DBE”) means a for-profit small business concern, at least 51% owned by one or more individuals who are socially and economically disadvantaged, or, in the case of a corporation, at least 51% of the stock of which is owned by one or more such individuals; and the management and daily business operations of such business are controlled by one or more of the socially and economically disadvantaged individuals who own it.

“Participant” means the following entities and any other entities that may be required to participate in the future: Massachusetts Department of Transportation, Massachusetts Bay Transportation Authority, Massachusetts Port Authority, Barnstable Municipal Airport, Berkshire Regional Transit Authority, Brockton Area Transit Authority, Cape Ann Transportation Authority, Cape Cod Regional Transit Authority, Franklin Regional Transit Authority, Greater Attleboro-Taunton Regional Transit Authority, Lowell Regional Transit Authority, Martha’s Vineyard Transit Authority, Martha’s Vineyard Airport, Merrimack Valley Regional Transit Authority, Montachusett Regional Transit Authority, Nantucket Regional Transit Authority, Nantucket Memorial Airport, and New Bedford Regional Airport, Pioneer Valley Regional Transit Authority, Southeastern Regional Transit Authority, and Worcester Regional Transit Authority.

“Recipient” means any entity, public or private, to which USDOT financial assistance is extended through programs of the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA) and/or Federal Transit Administration (FTA), whether directly, as the primary recipient, or indirectly as a sub-recipient through a primary recipient, or an entity that has applied for such assistance.

“Unified Certification Program”: The Unified Certification Program makes all certification decisions on behalf of all USDOT recipients in the state with respect to participation in the USDOT DBE Program.



**B. Scope of Services to be Provided by SDO**

1. SDO agrees to perform all DBE certification activities in accordance with the criteria and procedures established by the USDOT in 49 C.F.R. § 26, *et seq.*, unless specifically exempt. All obligations of Recipients with respect to certification and nondiscrimination must be carried out by the SDO, and Recipients may only use DBE firms that obtain SDO Certification and comply with all applicable state and federal certification and nondiscrimination requirements. MassPort similarly agrees to comply with all applicable state and federal regulations regarding the DBE certification for airport concessions and MassUCP participation.

2. The parties agree that a Unified Certification Program Plan ("UCP Plan") has been established consistent with all applicable provisions of 49 C.F.R. § 26, *et seq.*, and with the provisions of this Memorandum of Understanding. The SDO agrees to implement the UCP Plan. The parties further agree that the UCP Plan may only be modified by written agreement of the parties during the implementation period and upon USDOT approval.

3. SDO agrees that all staff participating in DBE certification activities will be thoroughly knowledgeable of the criteria for DBE certification contained in all statutes and regulations, including, but not limited to 49 C.F.R. § 26 subparts D and E, and the UCP Plan and of any distinction between any federal or state regulations and that all standards and procedures of the federal regulation will be met.

4. The SDO shall make DBE certification decisions on behalf of all USDOT Participants and Recipients and such decisions shall be binding on all Participants and Recipients within the Commonwealth.

5. The SDO shall maintain a DBE directory that includes the telephone number and address of each certified DBE and the types of work the firm is certified to perform as a DBE. The directory shall be available electronically and in print upon request. The electronic directory shall be updated at least weekly. The print version shall be updated at least annually; provided, however, that updated information is made available electronically to contractors and the public upon written or oral request.

6. The SDO shall cooperate fully with oversight, review, and monitoring activities of MassDOT and FHWA, FTA and FAA and their respective administrations. The SDO shall implement FHWA, FTA and FAA directives and guidance concerning certification matters.

**C. Participant Responsibility for Payment for SDO Services:**

1. The Participants acknowledge that OSD/SDO is incurring expense by taking on the responsibility for certifying DBEs for participation in USDOT-assisted DBE programs in accordance with the requirements of 49 C.F.R. § 26 *et seq.*, and shall, through a separate

funding allocation agreement, ensure such pro rata financial support as the parties agree is necessary to cover the costs incurred. Such funding agreement(s) shall obligate the SDO, after review by and approval from OSD, to provide budget and accounting information that document the activities of the SDO and shall be signed prior to the execution of the Memorandum of Understanding ("MOU").

**D. Dispute Resolution**

1. A Participant and/or Recipient that disagrees with a SDO certification decision may file a written complaint with and request a hearing from the SDO alleging that a currently certified firm is ineligible and specifying the alleged reasons why the firm is ineligible, or in the case of a denial, the reasons why the firm should have been found eligible. Said hearing shall be conducted by OSD, or such other appropriate designated entity, in accordance with the requirements of 49 C.F.R. § 26.87(e), M.G.L. c. 30A, and 801 C.M.R. § 1.00 *et seq.*

2. A firm applying for either state or federal certification shall have the right to appeal a decision of the SDO with respect to its certification status in accordance with this MOU and the UCP Plan.

**E. Confidentiality of Information & Reciprocity**

1. The SDO shall safeguard from disclosure to unauthorized persons information that may reasonably be considered as confidential business information consistent with Federal, State and local law. Notwithstanding any contrary interpretation of State law, the MassUCP shall be prohibited from releasing personal financial information submitted in response to the personal net worth requirements of 49 C.F.R. § 26.67(a)(2).

**F. Other States' Programs**

1. The SDO shall not process an application for a firm having its principal place of business outside the Commonwealth if said firm is not already certified, and in good standing, by the respective state entity administering a Unified Certification Program for the State in which the firm maintains its principal place of business.

2. The SDO shall provide information and documents on a timely basis upon the request of other State Uniform Certification Programs that are considering a firm's eligibility.

3. The SDO may enter into reciprocity discussions with other State Uniform Certification Programs, but must have the written agreement of the signatories to this MOU prior to entering into a reciprocity agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

This \_\_\_\_\_ day of \_\_\_\_\_, 2010.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Jeffrey B. Mullan, Secretary/CEO

Approved as to form:

\_\_\_\_\_  
Monica E. Conyngham, General Counsel

## COMMONWEALTH OF MASSACHUSETTS INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

This Form is issued and published by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. Departments may add non-conflicting additional terms, but changes to the official printed language of this Form shall be void.



BUDGET FISCAL YEAR: <b>2015</b>		RFR REFERENCE NUMBER ENTER RFR NUMBER: _____ OR <input checked="" type="checkbox"/> N/A.	
MMARS ALPHA BUYER/PARENT DEPARTMENT CODE: <b>DOT</b>		MMARS ALPHA SELLER/CHILD DEPARTMENT CODE: <b>OSD</b>	
BUSINESS MAILING ADDRESS: <b>MASSACHUSETTS DEPT. OF TRANSPORTATION LOC, 1 HARBORSIDE DR., STE. 205N, E.BOSTON, MA 02128</b>		BUSINESS MAILING ADDRESS: <b>DEPT. OF BUSINESS DEVELOPMENT, ONE ASHBURTON PLACE, ROOM 1017, BOSTON, MA 02108</b>	
ISA MANAGER: <b>CHRISTOPHER.WILLENBORG</b>		ISA MANAGER: <b>REGINALD NUNNALLY</b>	
PHONE: <b>617-412-3686</b>	FAX: <b>617-412-3679</b>	PHONE: <b>617-502-8860</b>	FAX: <b>617-727-4527</b>
E-MAIL ADDRESS: <b>CHRISTOPHER.WILLENBORG@DOT.STATE.MA.US</b>		E-MAIL ADDRESS: <b>REGGIE.NUNNALLY@STATE.MA.US</b>	
Purpose of ISA: (Check one option only and complete applicable information) (Attachment A required for New ISAs and all ISA Amendments.) <input type="checkbox"/> New ISA. Current Maximum Obligation for total duration of ISA <b>\$51,525.71</b> (Use "N/A" for Non-Financial ISA.) (Complete Attachment B) <input checked="" type="checkbox"/> Amendment to Existing ISA. What is being amended? (Attachment C required for all Federal and Bond Account Amendments) <input checked="" type="checkbox"/> Amend Budget/Accounts. Change Maximum Obligation from: \$ _____ to New Maximum Obligation \$ _____ (Attachment B) <input type="checkbox"/> Amend Budget/Accounts. No Change in Maximum Obligation (Attachment B) <input checked="" type="checkbox"/> Amend Dates of Performance. New Dates of Service: Start Date _____ End Date <b>June 30, 2015</b> (Subject to execution dates below.) <input type="checkbox"/> Amend Scope of Services/Performance			
BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: <b>AGREEMENT IS TO ENABLE OPERATIONAL SERVICES DIVISION (OSD)/SUPPLIER DIVERSITY OFFICE (SDO) FORMERLY KNOWN AS "SOMWBA" TO PROVIDE DBE CERTIFICATION FOR THE MASSACHUSETTS UNIFIED CERTIFICATION PROGRAM (MASSUCP), WHICH WILL SERVE MASSDOT AND THEREBY FURTHER DEVELOP AND IMPROVE THE PROCESS OF DBE CERTIFICATION AND OUTREACH ACTIVITIES WITHIN THE COMMONWEALTH IN ORDER TO ASSIST DBES IN ENTERING DBE PROGRAMS.</b>			
WILL SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. If Yes, Seller/Child certifies that the ISA is not being used as an alternative funding mechanism for state employees, that the identified personnel in Attachment A are necessary for completion of the ISA due to particular expertise or other factors that can not be obtained through the use of contractors, and that if federal funds are being used, funds shall not be used to supplement the regular salary or compensation of any officer or employee of the Commonwealth for services performed during their regular working hours. M.G.L. c. 29, § 6B.			
ACCOUNT INFORMATION. Complete for all new ISAs and Amendments (even if account information is not changing) Check one option, indicate "add", "delete" or "no change" and enter account, fund, major program code and program code. <input checked="" type="checkbox"/> BGCN – non-subsidiarized (federal, capital, trust). Attachment C required for any new ISA or ISA Amendment involving federal funds. <input type="checkbox"/> BGCN – subsidiarized (budgetary) <input type="checkbox"/> Other (CT, RPO as authorized by CTR): _____ <input type="checkbox"/> Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child), however, resources are committed to ISA. <input type="checkbox"/> Amendment with no Accounting Changes to Budget/Accounts or to Attachments B or C. (Indicate no change below and complete account information.)			
<input checked="" type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: <b>6820-9500</b>	Fund: <b>0200</b>	Major Program Code: _____ Program Code: _____
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: _____	Fund: _____	Major Program Code: _____ Program Code: _____
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: _____	Fund: _____	Major Program Code: _____ Program Code: _____
<input type="checkbox"/> ADD <input type="checkbox"/> DELETE <input type="checkbox"/> NO CHANGE	Account: _____	Fund: _____	Major Program Code: _____ Program Code: _____
ISA ANTICIPATED START DATE: <b>12/10/2013</b> , provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations for this ISA is available in the Seller/Child account for expenditure.			
TERMINATION DATE OF THIS ISA: This ISA shall terminate on <b>June 30, 2015</b> unless terminated or properly amended in writing by the parties prior to this date.			
<p><b>BUYER/PARENT AND SELLER/CHILD DEPARTMENT CERTIFICATIONS. IN WITNESS WHEREOF</b>, by executing this ISA below, the Buyer/Parent and Seller/Child certify, under the pains and penalties of perjury, that Buyer/Parent and Seller/Child understand and agree that any Buyer/Parent or Seller/Child officer or employee who knowingly violates, authorizes or directs another officer or employee to violate any provision of state finance law relating to the incurring of liability or expenditure of public funds, including this ISA, may be considered to be in violation of M.G.L. c. 29, § 66, and therefore the Buyer/Parent and the Seller/Child agree to ensure that this ISA complies with, and that all staff or contractors involved with ISA performance are provided with sufficient training and oversight to ensure compliance with 815 CMR 6.00, CTR applicable policies and the ISA Terms and Conditions which are incorporated by reference into this ISA, in addition to the performance requirements identified in Attachment A of this ISA, and that all terms governing performance of this ISA are attached to this ISA or incorporated by reference herein, and the Buyer/Parent and Seller/Child agree to maintain the necessary level of communication (including immediate notification of any amendments to accounting information, program codes or performance needs), coordination, access to reports and other ISA information, and cooperation to ensure the timely execution and successful completion of the ISA, amendments, and state finance law compliance; and that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; and that the Seller/Child will not allow initial or amended performance to begin until the ISA is executed AND the ISA Seller/Child account is sufficiently funded to support encumbrances and payments for performance (including payroll), and the Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing by CTR in advance of expenditures by the Seller/Child.</p>			
BUYER/PARENT DEPARTMENT'S AUTHORIZED SIGNATURE:		SELLER/CHILD DEPARTMENT'S AUTHORIZED SIGNATURE:	
DATE:		DATE:	
(Date must be handwritten by signatory at time of signature)		(Date must be handwritten by signatory at time of signature)	

PRINT NAME: <b>CHRISTOPHER WILLENBORG</b>	PRINT NAME: <b>GARY LAMBERT</b>
PRINT TITLE: <b>ADMINISTRATOR</b>	PRINT TITLE: <b>ASSISTANT SECRETARY OF OSD</b>



## INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

The following terms and conditions are incorporated by reference into any ISA.

**Role of the Office of the Comptroller.** All ISA fiscal transactions shall be made through the state accounting system as prescribed by the Office of the Comptroller (CTR). CTR will interpret 815 CMR 6.00 and applicable policies and take any fiscal or other actions necessary to ensure ISA compliance with state finance law, including but not limited to correcting accounting transactions, resolving ISA disputes and identifying corrective action by the Buyer/Parent or Seller/Child Departments.

**Seller/Child Department Certifications.** By executing an ISA the Seller/Child certifies that it is statutorily authorized to provide the type of performance sought by the Buyer/Parent, and shall at all times remain qualified to perform the ISA, that performance shall be timely and meet or exceed ISA standards, that the Seller/Child will not allow initial or amended performance to begin, may not authorize personnel or contractors to work, nor incur any obligation to be funded under an ISA prior to the execution of an ISA AND the availability of ISA funding in the Seller/Child account to support encumbrances and payments for performance. The Seller/Child will make encumbrances and payments (including payroll) only from the authorized ISA Seller/Child account(s) and shall not be entitled to transfer charges made from any other account not approved in writing in advance by CTR. The Seller/Child must immediately notify CTR whenever a delay in funding is anticipated for which performance is expected. The Seller/Child is authorized to use ISA funding only for the actual costs of ISA performance and may not use ISA funds to supplement non-ISA related personnel or expenditures.

**Buyer/Parent Department Certifications.** Signature by the Buyer/Parent certifies that it is statutorily authorized or required to procure the type of performance required under this ISA, that the Buyer/Parent certifies it will ensure that sufficient funds are timely made available in the Seller/Child Seller/Child account(s), with the proper accounting codes, prior to the Seller/Child's need to begin initial or amended performance; that the Buyer/Parent will monitor and reconcile ISA performance in compliance with state appropriation language or federal grant requirements, communicate all fiscal information necessary for the set up of the Seller/Child account(s) including budget information, and if the ISA is funded with federal funds provide accurate accounting information in Attachment C, and immediately notify the Seller/Child of any changes in Attachment C (such as program codes) to ensure the ISA and Seller/Child account can be timely updated to avoid lapses in funding or the inability of the Seller/Child to make timely payroll and other expenditures from the Seller/Child account.

**Chief Fiscal Officer.** The Chief Fiscal Officer (CFO) for the Buyer/Parent and Seller/Child will be responsible for the fiscal management of ISAs within their Departments in accordance with these ISA Terms and Conditions, 815 CMR 6.00 and policies and procedures published by CTR.

**ISA Manager.** Both the Buyer/Parent and Seller/Childs are responsible for ensuring that the ISA Manager listed on the ISA, or ISA Amendment, is current and that the ISA Manager is an authorized signatory for the Department supported by the appropriate Security Profile. If the listed ISA Manager changes, the CFO shall be the ISA Manager until a replacement is identified in the same manner as other Written Notice.

**Record-keeping and Retention, Inspection of Records.** The Buyer/Parent and Seller/Child shall maintain all ISA records in such detail as necessary to support claims for payment, including reimbursement or federal financial participation (FFP), for at least seven (7) years from the last payment under an ISA Seller/Child account, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving an ISA. In addition to any specific progress, programmatic or expenditure reports specified in Attachment A, the Seller/Child is required to provide the Buyer/Parent (and to CTR, the State Auditor and the House and Senate Ways and Means Committees upon request) with full cooperation and access to all ISA information.

**Payments and Compensation.** The Seller/Child may accept compensation only for performance delivered and accepted by the Buyer/Parent in accordance with the specific terms and conditions of the ISA. All ISA payments are subject to appropriation pursuant to M.G.L. C. 29, or the availability of sufficient non-appropriated funds for the purposes of an ISA. Overpayments or disallowed expenditures shall be reimbursed by the Seller/Child or may be offset from future ISA payments in accordance with state finance law and instructions from CTR.

**ISA Termination or Suspension.** An ISA shall terminate on the date specified, unless this date is properly amended prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Seller/Child. The Buyer/Parent may terminate an ISA without cause and without penalty with at least thirty days prior written notice, or may terminate or suspend an ISA with reasonable notice if the Seller/Child breaches any material term or condition or fails to perform or fulfill any material obligation required by an ISA, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of an ISA, or in the event of an unforeseen public emergency mandating immediate Buyer/Parent action. Upon immediate notification to the other party, neither the Buyer/Parent nor the Seller/Child shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or

negligence. Contractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Seller/Child's control.

**Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Buyer/Parent or the Seller/Child. Unless otherwise specified in the ISA, legal notice sent or received by the Buyer/Parent's ISA Manager or the CFO (with confirmation of actual receipt) through the listed fax number(s) or E-Mail address for the ISA Manager will satisfy written notice under the ISA. Any written notice of termination or suspension delivered to the Seller/Child shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Seller/Child during the notice period.

**Confidentiality.** The Seller/Child shall comply with M.G.L. C. 66A if the Seller/Child becomes a "holder" of "personal data". The Seller/Child shall also protect the physical security and restrict any access to personal or other Buyer/Parent data in the Seller/Child's possession, or used by the Seller/Child in the performance of an ISA, which shall include, but is not limited to the Buyer/Parent's public records, documents, files, software, equipment or systems. If the Seller/Child is provided access with any other data or information that triggers confidentiality requirements under FIPA, HIPPA or other federal or state laws, the Seller/Child shall be responsible for protection of this data as instructed by the Buyer/Parent.

**Assignment.** The Seller/Child may not assign, delegate or transfer in whole or in part any ISA, or any liability, responsibility, obligation, duty or interest under an ISA, to another Department or an outside contractor. Assumption of an ISA by a successor Department due to a legislative change in the Seller/Child or Buyer/Parent's department status shall be accomplished through the execution of a new ISA.

**Subcontracting By Seller/Child.** Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A. The Seller/Child is responsible for full state finance law and procurement compliance for all subcontracts, and shall supply a copy of any subcontract to the Buyer/Parent upon request.

**Affirmative Action, Non-Discrimination in Hiring and Employment.** In performing this ISA, the Seller/Child shall comply with all federal and state laws, rules, regulations and applicable internal state policies and agreements promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Seller/Child commits to, when possible, to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities in accordance with the Commonwealth's Affirmative Market Program.

**Waivers.** Forbearance, indulgence or acceptance by the Seller/Child or Buyer/Parent of any breach or default in any form shall not be construed as a waiver and shall not limit enforcement remedies or allow a waiver of any subsequent default or breach.

**Risk of Loss.** The Seller/Child shall bear the risk of loss for any materials, deliverables, personal or other data that is in the possession of the Seller/Child or used by the Seller/Child in the performance of an ISA until it is accepted by the Buyer/Parent.

**Disputes.** The Buyer/Parent and Seller/Child agree to take all necessary actions to resolve any dispute arising under the ISA within 30 calendar days including department head and secretariat involvement, but in no event shall a dispute remain unresolved beyond May 30th in any fiscal year, nor may the Buyer/Parent or Seller/Child allow a dispute to create a state finance law or other violation of ISA terms (such as a delay in funding, failure to timely communicate funding or program code changes, or failure to timely process ISA paperwork). Seller/Child and Buyer/Parent must immediately notify CTR to assist in resolution of the dispute and shall implement any actions required by CTR to resolve the dispute, which shall be considered final.

**Interpretation, Severability, Conflicts with Law, Integration.** Any amendment or attachment to any ISA that contains conflicting language or has the affect of deleting, replacing or modifying any printed language of the ISA shall be interpreted as superseded by the ISA Form as published. If any ISA provision is superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the ISA, or portions thereof, shall be enforced to the fullest extent permitted by law. The terms of this ISA shall survive its termination for the purpose of resolving any claim, dispute or other action, or for effectuating any negotiated representations and warranties.

**INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM  
TERMS AND CONDITIONS**



**ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:**

This Attachment Form must be used. Insert (type or copy and paste) all relevant information using as many pages as necessary. Attach any additional supporting documentation as appropriate. If Amending the ISA, completion of Sections 1, 2 and 3 identifying what is being amended and the reasons for the amendments is required. For sections 4-9 enter only the amended language in the sections being amended.

1. [REQUIRED] Purpose and other performance goals of ISA, or as amended:

See attached

2. [REQUIRED] Identify in detail, the responsibilities of the parties, the scope of services and terms of performance under the ISA, or as amended:

See attached

3. [REQUIRED] Identify schedule of performance or completion dates or other benchmarks for performance, or as amended:

See attached

4. [REQUIRED] Justification that use of ISA is best value vs. contract with outside vendor:

OSD has expertise for these services.

5. Will Seller/Child department state employees (AA Object Class) be fully or partially funded under this ISA? \_\_\_ No X Yes. If Yes, justify necessity to use state employees for the ISA vs. use of contractors (contract employees or outside vendors). State employees have the expertise.

6. Subcontractors. Since it is presumed that contracting through the Seller/Child is more cost effective and a better value than the Buyer/Parent directly contracting with an outside contractor(s), any subcontract entered into by the Seller/Child for the purposes of fulfilling the obligations under an ISA must be approved by the Buyer/Parent in advance of the ISA and justified as part of the ISA Attachment A, as follows: (enter "N/A" if subcontractors will not be funded with ISA funds)

N/A

7. Identify any equipment that will be leased or purchased by the Seller/Child using ISA funds: (The Buyer/Parent shall determine ownership of equipment purchased by the Seller/Child with ISA funds. Enter "N/A" if equipment not included in ISA.)

Rented postage meter, leased copier machine.

8. [REQUIRED] Identify the format and timing of ISA reports to the Buyer/Parent Department. Include the type of reports (e.g., progress or status, data, etc.), timing of reports (e.g., weekly, monthly, final) and the medium for submission of reports (e.g., e-mail, Excel spreadsheet, paper, telephone):

See attached.

9. Additional ISA Terms: [Insert Terms here. Do not refer to separate attachment(s)]

**ATTACHMENT B - BUDGET**

Check one:  Initial ISA Budget

ISA Budget/Account Amendment. Maximum Obligation of ISA before this Amendment: \$23,206.63.

PRIOR MMARS DOCUMENT ID: ISADOT (for reference - if applicable)

CURRENT DOC ID: ISADOT

[See Instructions for Additional Guidance on completion. Insert as many additional lines as necessary.]

A Budget Fiscal Year	B Seller/Child Account	C Object Class	D Description	E Initial ISA Amount / or Amount Prior to Amendment	F Indicate Add or Reduce +/-	G Amendment Amount	H Enter "YES" if Amount is a prior FY budget reduction or a current FY "Carry-in" authorization for Federal ISA Funds	I New Amount After Amendment
2015	6820-9500	AA	Salaries	\$14,298.73	+			\$14,298.73
2015	6820-9500	BB	Travel	\$310.81	+			\$310.81
2015	6820-9500	DD	Fringe	\$4,126.62	+			\$4,126.62
2015	6820-9500	EE	Administrative Costs	\$3,308.65	+			\$3,308.65
2015	6820-9500	JJ	Training and Outreach	\$171.25	+			\$171.25
2015	6820-9500	KK	Equipment	\$77.02	+			\$77.02
2015	6820-9500	UU	IT	\$913.55	+			\$913.55
	<b>TOTAL</b>			<b>\$23,206.63</b>	<b>+</b>			
2015	6820-9500	AA	Salaries		+\$17,506.09	\$17,506.09		\$17,506.09
2015	6820-9500	BB	Travel		+\$747.19	\$747.19		\$747.19
2015	6820-9500	DD	Fringe		+\$5,052.26	\$5,052.26		\$5,052.26
2015	6820-9500	EE	Administrative Costs		+\$3,098.98	\$3,098.98		\$3,098.98
2015	6820-9500	JJ	Training and Outreach		+\$336.20	\$336.20		\$336.20
2015	6820-9500	KK	Equipment		+\$112.99	\$112.99		\$112.99
2015	6820-9500	UU	IT		+\$726.58	\$726.58		\$726.58
	<b>TOTAL</b>				<b>\$27,580.29</b>	<b>\$27,580.29</b>		

FISCAL YEAR SUBTOTALS AND TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA	
FISCAL YEAR: 2015 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$23,206.63
FISCAL YEAR: 2015 SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	\$27,580.29
FISCAL YEAR: _____ SUBTOTAL (or New Subtotal if Fiscal Year Subtotal being amended)	
<b>TOTAL MAXIMUM OBLIGATION FOR DURATION OF ISA (or New Total Maximum Obligation if amended)</b>	<b>\$50,786.92</b>

Additional Budget Specifications:



**ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT**

**[Complete ONLY if Buyer/Parent Account is a Federal Grant Account. Seller/Child Department must signoff in order to process document.]**

<b>NEW ISA X ISA AMENDMENT</b>		<b>BUDGET FISCAL YEAR: 2014</b>
<b>BUYER/PARENT DEPARTMENT:DOT</b>		<b>SELLER/CHILD DEPARTMENT: OSD</b>
<b>CTR ONLY - REVENUE BUREAU WILL ASSIGN</b>		
Revenue Budget		
<b>BUYER/PARENT DEPARTMENT MUST COMPLETE ALL ITEMS BELOW</b>		
<b>CENTRAL BUDGET STRUCTURE (BGCN -BQ89)</b>		
Appropriation Number: 6121-0716	Payroll Indicator: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budgetary Estimated Receipts \$	BGCN Document Identification No.:	
<b>COST ACCOUNTING STRUCTURE (BGRG- BQ88)</b>		
Total Maximum Obligation of ISA: \$	BGRG Document Identification No.:	
<b>MAJOR PROGRAM TABLE SET-UP</b>		
Major Program (6 chars. or less):	Major Program Short Name (same as appropriation number):	
Major Program Name:		
<b>PROGRAM PERIOD TABLE SET-UP OR EXTENDED PROGRAM PERIOD</b>		
Effective From Date:	Effective To Date:	
Program Period:	Program Period Short Name:	
Program Period Name:	<b>PROGRAM TABLE SET-UP</b>	
Effective From Date:	Effective To Date:	
Program Name:	Program Short Name:	
Program Code: <b>(MUST START WITH "F" followed by up to 9 characters)</b> F	Sub Account:	
<b>FUNDING PROFILE - FUNDING LINE</b>		
Draw Name:	Customer ID	Payment System Code – <b>Check one option only</b>
EDCAPS:	VC7000000001	<input type="checkbox"/> D
ECHO:	VC7000000002	<input type="checkbox"/> E
LOGES:	VC7000000003	<input type="checkbox"/> L
SMARTLINK:	VC7000000004	<input type="checkbox"/> S
ASAP- OTHER:	VC7000000005	<input type="checkbox"/> Y
ASAP:	VC7000000006	<input type="checkbox"/> Z
GRANT- NON DRAW:	VC7000000007	<input type="checkbox"/> No Code
<b>FUNDING IDENTIFICATION</b>		
Federal Catalog Agency: (2 digit code)	Federal Catalog Suffix: (3 digit code)	
Letter of Credit No.:		

Authorized Signatory Seller/Child Department: \_\_\_\_\_ Date: \_\_\_\_\_ Name: \_\_\_\_\_.

The Interdepartmental Service Agreement (ISA) Form is issued by the Office of the Comptroller (CTR) pursuant to 815 CMR 6.00 for use by all Commonwealth Departments. The ISA Instructions are provided to assist both Buyer/Parent and Seller/Child Commonwealth Departments with the interpretation and completion of the ISA Form and are incorporated by reference into the ISA. The ISA Form is the “Contract” that documents the business agreement (joint venture) between two Commonwealth departments within the Executive, Judicial and Legislative Branches of government. A Department must be recognized as a Department in the State Accounting System (hereinafter referred to as “MMARS”) in order to transfer or receive funding under an ISA. The ISA must comply with funding language in any appropriation act funding the ISA, as well as all applicable general and special state or federal laws, regulations. The Buyer/Parent and Seller/Child are responsible for reviewing and complying with the applicable CTR policies (including but not limited to the ISA, electronic signature and state finance law policies) located at the [CTR Knowledge Center](#) under Procurement and Contracts and also at the CTR Website at: [Comptroller Policies](#). While reasonable efforts have been made to assure the accuracy of the legal requirements for ISAs, Departments should consult with their legal counsel to ensure compliance with all legal requirements related to their performance under an ISA. PLEASE NOTE THAT NOT ALL APPLICABLE LAWS HAVE BEEN CITED IN THIS DOCUMENT. INSTRUCTIONS AND HYPERLINKS MAY BE ADDED OR CHANGED WITHOUT NOTICE, SO CHECK THIS DOCUMENT PERIODICALLY FOR UPDATES.

- ➔ MMARS DOCUMENT ID: Enter the state accounting system (MMARS) BGCN or BGCS or other authorized MMARS document number associated with this ISA. ISA related DOC ID Numbering must be done as described below. The Doc ID must be the Doc ID entered into MMARS and reflected on the supporting ISA paperwork. All ISA Doc IDs MUST START WITH “ISA”, as follows:

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

First 3 Characters	Second 3 Characters	Next 8 Characters	Next 3 Characters	Next 2 Characters*	Last Character
ISA	Buyer/Parent Department Alpha	Buyer/Parent defined. May be numeric, alpha or combination	Seller/Child Department Alpha	Fiscal Year	A (initial document ) B (1st Amendment) C (2 <sup>nd</sup> Amendment)
ISA	EPS	12345678	SDF	06	A

- ➔ BUDGET FISCAL YEAR. Enter the Budget Fiscal Year of the ISA or ISA Amendment, as appropriate.
- ➔ REQUEST FOR RESPONSE REFERENCE NUMBER. If the Seller/Child responded to an RFR that was posted on Comm-PASS, enter the RFR Reference Number as posted. If an RFR was not used, indicate "N/A". Seller/Child Departments may respond to a Request for Response (RFR) or other solicitation of a Buyer/Parent Department. If the Seller/Child Department is selected as a contractor, the ISA Form must be used as the “contract” (instead of the applicable Commonwealth Terms and Conditions and Standard Contract Form and Instructions).
- ➔ BUYER/PARENT/SELLER/CHILD DEPARTMENT NAME: Enter the 3 Alpha MMARS Department Code. For Example “CTR” for the Office of the Comptroller.
- ➔ BUSINESS MAILING ADDRESS: Enter the address where all correspondence to the ISA Manager must be sent. Unless otherwise specified in the ISA, legal notice sent or received by the Department’s ISA Manager (with confirmation of actual receipt) through the listed fax number(s) or electronic mail address for the ISA Manager will meet any requirements for written notice under the ISA.
- ➔ ISA MANAGER: Identify the authorized ISA Manager who will be responsible for managing the ISA. ISA Managers must be Department Head Authorized Signatories in order to execute the ISA and otherwise obligate the Department with the appropriate MMARS Security to support Department Head Signature Authorization.
- ➔ PHONE/FAX/E-MAIL ADDRESS: Identify the phone, fax number(s) and electronic mail (e-mail) address of the ISA Manager.
- ➔ PURPOSE OF ISA. Check off whether this is a new ISA or an ISA Amendment. For New ISAs, enter the total Maximum obligation for the duration of the ISA. If an ISA Amendment, check off any of the Amendments that are being made and complete any information in the blanks provided and the Attachments that are identified.
- ➔ BRIEF DESCRIPTION OF PERFORMANCE GOALS TO BE ACCOMPLISHED BY THIS ISA, OR IF AMENDMENT, IDENTIFY WHAT IS BEING AMENDED: Identify a brief description of the ISA, ISA name and performance to be accomplished under the ISA. If an ISA Amendment, identify what is being amended. Merely stating “see attached” or referencing attachments without a narrative description of performance is insufficient *and will result in ISA or Amendment being returned to MMARS Liaison of Buyer/Parent Department*. The description is used to specifically identify the ISA performance, match the ISA with attachments and determine if the appropriate process has been selected.
- ➔ INDICATE WHETHER SELLER/CHILD DEPARTMENT STATE EMPLOYEES (AA OBJECT CLASS) WILL BE FULLY OR PARTIALLY FUNDED UNDER THIS ISA. Justification for use of state employees and details of who will be working and work that will be performed must be included as part of ATTACHMENT A.
- ➔ ACCOUNT INFORMATION.
  - \* Check the correct option for either a BGCN – non-subsidiarized (federal, capital, trust); BGCS – subsidiarized (budgetary); Other (CT, RPO or other document authorized by CTR); Non-Financial ISA (no funds are transferred from Buyer/Parent to Seller/Child with resources committed to ISA; or Amendment without Budget changes to ISA (used only for an Amendment if there are no changes to the budget and no changes to Attachments B and C (if applicable).
  - \* Identify for each account under the ISA whether the account is “added”, “deleted or “no change”. **THIS SECTION MUST BE COMPLETED FOR AMENDMENTS EVEN IF THE ACCOUNT INFORMATION HAS NOT CHANGED.** Enter each ISA account, fund, major program code and program code for all funding under the ISA. Attachment B must be completed for all financial ISAs and ISA Amendments (with Budgetary or Account amendments). Attachment C must be completed for any financial ISAs or ISA Amendments with Budgetary or Account amendments involving federal or capital funds).
- ➔ ISA ANTICIPATED START DATE. Enter the anticipated start date, provided that the Seller/Child certifies that it will not incur any obligations related to this ISA prior to the date that this ISA is executed, NOR prior to the date that sufficient funding for the obligations under this ISA available in the Seller/Child account for expenditure.

