

## POLICY STATEMENT

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


The Eastern Slope Airport Authority, on behalf of the Town of Fryeburg (aka Eastern Slope Regional Airport and the 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 Town of Fryeburg has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Town of Fryeburg has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Eastern Slope Airport Authority to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

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

Allison Navia, the Airport Manager of the Eastern Slope Regional Airport, has been delegated as the DBE Liaison Officer. In that capacity, the DBELO 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 Town of Fryeburg in its financial assistance agreements with the Department of Transportation.

The Eastern Slope Airport Authority, on behalf of the Town of Fryeburg, has disseminated this policy statement to the Town of Fryeburg management staff. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts posting this Policy Statement, through printed media and via e-mail communications.

  
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Allison Navia, Airport Manager  
Eastern Slope Regional Airport

**DEC 20 2023**

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Date

## **SUBPART A – GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

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

### **Section 26.3 Applicability**

The Town of Fryeburg is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

### **Section 26.5 Definitions**

The Eastern Slope Airport Authority will use terms in this program that have the meaning defined in Section 26.5.

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

The Eastern Slope Airport Authority 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 Eastern Slope Airport Authority 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: 26.11**

The Eastern Slope Airport Authority will report DBE participation to DOT/FAA by submitting the “Uniform Report of DBE Awards or Commitments and Payments” form by December 1<sup>st</sup> of each year. We will also report the DBE contractor firm information on the FAA DBE Contractor’s Form.

#### **Bidders List: 26.11(c)**

The Eastern Slope Airport Authority will create and maintain a Business Reporting Information Form. 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 our DOT-assisted contracts for use in helping to set our overall goals. The collection form is Attachment 3 and will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

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

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

Assurance: 26.13(a) - Each financial assistance agreement the Town of Fryeburg signs with a DOT operating administration will include the following assurance:

The Town of Fryeburg 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 Town of Fryeburg 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 Town of Fryeburg's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Town of Fryeburg 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: 26.13(b) – The Town of Fryeburg will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, subrecipient 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 Town of Fryeburg 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.

## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

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

The Town of Fryeburg 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. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been

expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

### **Section 26.23 Policy Statement**

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

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

We have designated the following individual as our DBE Liaison Officer:

Allison Navia, Airport Manager  
Eastern Slope Airport  
P.O. Box 334  
16 Lovewell's Pond Road  
Fryeburg, ME 04037  
Phone: (207) 935-3341 (Office), (207) 266-6636 (Cell)  
Email: [info@raivan.com](mailto:info@raivan.com)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Eastern Slope Airport Authority and Town of Fryeburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to Don Thibodeau, Chairman – Eastern Slope Airport Authority, concerning DBE program matters (Note that Carl and Don are not related, so no conflict of interest will arise). An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has Town of Fryeburg staff to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Assists in setting 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 Eastern Slope Airport Authority's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Eastern Slope Airport Authority's body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.

10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.
12. Reviews the agency's updated directory on certified DBEs.

### **Section 26.27 DBE Financial Institutions**

It is the policy of the Eastern Slope Airport Authority 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.

### **Section 26.29 Prompt Payment Mechanisms**

The Eastern Slope Airport Authority 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.

The Eastern Slope Airport Authority has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment you make to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. We 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 thirty (30) days after your payment to the prime contractor.

The Eastern Slope Airport Authority will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Town of Fryeburg. When the Authority 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.

This prompt payment clause will apply to all DBE and non-DBE subcontractors on DOT-assisted contracts, and will be enforced by the Resident Project Representative (RPR). The Town of Fryeburg may be required to resolve disputes over the holding of certain funds, etc. and assures that payments will be made in a timely fashion. Prime Contractors will be required to provide the RPR with documentation showing that payments to subcontractors have been made within the time limit stated within their contract. Failure to comply will result in the holding of additional monies, until the RPR are assured the payments to subcontractors have been made. Any delay or postponement of payment among parties may take place only for a good cause, with

prior written approval from the RPR. It will also be noted in the contract between the Eastern Slope Airport Authority and the Prime Contractor that the Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor assures the Town of Fryeburg that the subcontractor has been promptly paid for the work they have performed.

As required by the FAA, to implement this measure regarding retainage, the Authority includes one of the following clauses from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

Option 1: The Authority may decline to hold retainage from Prime Contractors and prohibit Prime Contractors from holding retainage from subcontractors.

- a. Retainage will not be withheld on this project. No retainage will be withheld by the Authority from progress payments due the Prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.
- 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. 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 Authority. When the Authority 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 project work has been completed to the satisfaction of the RPR, the RPR shall, at the Authority'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.

Option 2: The Authority may decline to hold retainage from Prime Contractors and require a contract clause obligating Prime Contractors to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

- a. No retainage will be held by the Authority from progress payments due the prime.
- 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 Authority 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 Authority. When the Authority 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 project work has been completed to the satisfaction of the RPR, the RPR shall, at the Authority'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.

Option 3: The Authority may hold retainage (0 to 10%, but in no case may it exceed 10%) 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 Authority's payment to the Prime Contractor.

- a. From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Authority for protection of the Authority's interests. Unless otherwise instructed by the Authority, the amount retained by the Authority 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 Authority in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Authority 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 Authority 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 Authority. When the Authority 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 Authority'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 Authority 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.

The Eastern Slope Airport Authority will include the following clause in each DOT-assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Town of Fryeburg. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Eastern Slope Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

### Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for three years following the performance of the contract, unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Town of Fryeburg or DOT. This reporting requirement also extends to all subcontractors, both DBE and non-DBE.

The County shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

### Prompt Payment Dispute Resolution

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

All Contractors are required to submit Form MJ-216 with each payment application. This form shows the status of payments made to all Subcontractors and Suppliers, whether they performed work during the reporting period. If it is determined, after review of the submissions, that the Contractor is in violation of prompt payment requirements, the Authority may withhold the amount due to any Subcontractor or Supplier from the Contractor until satisfactory proof of payment is received. If the Contractor is in violation four or more times, the Authority may terminate the Contract for cause and/or may require the Contractor to pay some or all of their Subcontractors or Suppliers and provide proof of payment before the Subcontractor's or Supplier's work can be included on a future pay application. The Authority will work with the RPR and the contractors to discuss any disputes, using records provided for payment confirmation, etc. A meeting will be held with all parties involved and if no resolution is obtained, mediation will be held with a neutral third party to evaluate the dispute.

### Prompt Payment Complaints



Complaints by subcontractors regarding the prompt payment requirements or any issues thereon will be discussed with the Authority/DBELO. If the affected subcontractor is not comfortable discussing with prime contractor directly and discussions with the Authority are unable to resolve payment issues, then the subcontractor should contact the FAA operating administrator.

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 Authority will make prompt determinations regarding contractors' compliance with this Program. Documentation of noncompliance will include the specific areas in which the contractor failed to comply. In these instances, appropriate actions consistent with the DBE Program and other contract provisions will be taken, and may include withholding future payments, suspension of the contract, notification to stop contract work until the contractor comes into compliance, refusal to award the contract or cancellation of the contract and declaration of forfeiture of the performance bond.

A decision by the Authority to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the decision.

### Monitoring Contracts and Work Sites

The Authority, with assistance from the RPR, will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites. This will be accomplished during by regular job meetings, whereas inspections will be made to ascertain personnel, payments, etc., of which will be noted in the job meeting minutes.

### **Section 26.31      Directory**

The Eastern Slope Airport Authority uses the Maine DBE directory, which identifies all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, and the type of work the company has been certified to perform as a DBE. The Unified Certification Program (UCP) revises the Directory annually, by minimum standards. The Maine DOT makes the Directory available through their website index at <http://www.mainedbe.org/html/directory.php>. The Directory may be found in Attachment 4.

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

The Eastern Slope Airport Authority has not identified that over-concentration exists in the types of work that DBEs perform.

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

The Eastern Slope Airport Authority has not established a business development program.

### **Section 26.37 Monitoring and Enforcement Mechanisms**

The Eastern Slope Airport Authority will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished during by regular job meetings, whereas inspections will be made to ascertain personnel, payments, etc., of which will be noted in the job meeting minutes.
5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

### **Section 26.39 Fostering small business participation.**

The Eastern Slope Airport Authority 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 Eastern Slope Airport Authority's small business element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements

to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

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

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

The Eastern Slope Airport Authority does not use quotas in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

The Eastern Slope Airport Authority will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f), the Eastern Slope Airport Authority will submit its Overall Three-year DBE Goal to FAA by August 1st as required.

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

The first step is to determine the relative availability of DBEs in the market area, “base figure”. We will use *DBE Directories and Census Bureau Data* as a method to determine our base figure. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the Eastern Slope Airport Authority would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

26.45 (g)(1) In establishing the overall goal, the Eastern Slope Airport Authority 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 Eastern Slope Airport Authority’s efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Eastern Slope Airport Authority’s goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review. We will document in our goal submission the consultation

process that we engaged in. We will not implement our proposed goal until we have complied with this requirement.

In addition, the Eastern Slope Airport Authority will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on our official internet web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official internet web site. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the Eastern Slope Airport Authority and DOT/FAA will accept comments on the goals for thirty (30) days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. The public comment period will not extend the August 1<sup>st</sup> deadline.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

The Eastern Slope Airport Authority will begin using our overall goal on October 1<sup>st</sup> of the reporting period, unless we have received other instructions from DOT.

#### **Section 26.45 (e) - Project Goals**

If permitted or required by the FAA Administrator we will express our overall goals 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 should 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 your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

#### **Section 26.45(f) - Prior Operating Administration Concurrent**

The Eastern Slope Airport Authority understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. 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 Part 26.9.

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

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

The Eastern Slope Airport Authority will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the Eastern Slope Airport Authority awards and commitments shown on our 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, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;

#### **Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The Eastern Slope Airport Authority 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 of this part.
- (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 Eastern Slope Airport Authority 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 your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
  - (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

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

### **Section 26.51(d-g) Contract Goals**

The Eastern Slope Airport Authority 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 Part 26.39.

If our approved projection estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

The Eastern Slope Airport Authority will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal 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).

The Eastern Slope Airport Authority will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

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

### Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

Carl Thibodeau 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 responsible.

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

### Information to be submitted (26.53(b))

In our solicitations for DOT/FAA-assisted contracts for which a contract goal has been established, we will require the following:

- (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 Eastern Slope Airport Authority at the time provided below:
  - (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 (see Appendix A of this part). 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) We will require that the bidder/offeror present the information no later than five (5) days after bid opening as a matter of responsibility.

Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required before the final selection for the contract is made by the Eastern Slope Airport Authority.

#### Administrative Reconsideration (26.53(d))

Within seven (7) business days that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Don Thibodeau, Chairman – Eastern Slope Airport Authority, Green Thumbs Forms, Inc., P. O. Box 147, 123 West Fryeburg Road, Fryeburg, Maine 04037, (207) 935-3341. 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 our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Good Faith Efforts procedures in situations when there are contract goals (26.53(f)(g))

We will include in each prime contract a provision stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph 26.53(f); and

That, unless our consent is provided under this paragraph 26.53(f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

We will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.



We will require that a prime contractor not terminate a DBE subcontractor or substitute a DBE firm) without our prior written consent. This includes, but 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 with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our 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) We have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us 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 we have 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 us its 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 us, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

The Eastern Slope Airport Authority 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 we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and the Eastern Slope Airport Authority shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

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

If the contractor fails or refuses to comply in the time specified, our contracting office will 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.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Eastern Slope Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of \_\_\_ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm 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; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it

submits to meet the contract goal; and (5) 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; (6) if the contract goal is not met, evidence of good faith efforts.

## **Section 26.55      Counting DBE Participation**

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards 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, DBE firms certified that exceed the business size standard in § 26.65(b) will remain eligible for DBE credit for work in that category as long as they do not exceed the small business size standard for that category, as adjusted by the United States Small Business Administration.

## **SUBPART D – CERTIFICATION STANDARDS**

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

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

Maine Department of Transportation  
Civil Rights Office  
Attn: Sherry Y. Tompkins  
#16 State House Station  
Augusta, ME 04333-0016  
(207)624-3066

Certification application forms and documentation requirements are found in Attachment 8 to this program.

## **SUBPART E – CERTIFICATION PROCEDURES**

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

The Eastern Slope Airport Authority is a member of a Unified Certification Program (UCP) administered by Maine State Department of Transportation. The UCP will meet all of the requirements of this section.

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

### **Section 26.101 Compliance Procedures Applicable**

The Authority understands that if it fails to comply with any requirement of this part, the Authority may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

### **Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation**

We will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information.

All participants in the Department's DBE program (including, but not limited to, Eastern Slope Airport Authority 's, 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 Eastern Slope Airport Authority compliance 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 Eastern Slope Airport Authority 's, a finding of noncompliance; with respect to DBE firms, 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 Eastern Slope Airport Authority, 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. If we violate this prohibition, we are in noncompliance with this part.

Maine's "Right to know" law is referenced in the statutes as "Freedom of Access". This law concerns access to public meetings and public records. It is in the Maine Revised Statutes at Title 1, sections 401-410, <http://www.mainelegislature.org/legis/statutes/1/title1ch13sec0.html>

## **ATTACHMENTS**

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

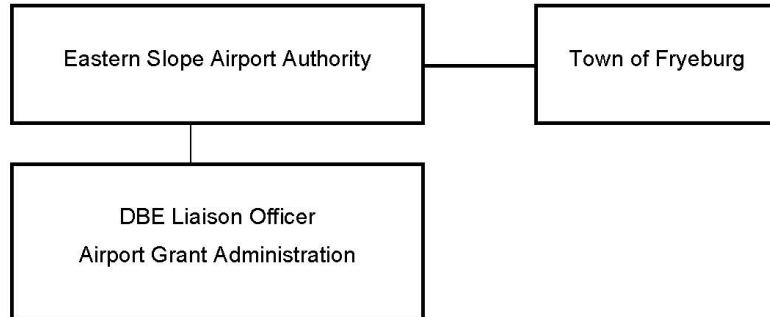
## ATTACHMENT 1

Regulations 49 CFR Part 26 can be found at:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)

## ATTACHMENT 2

### Organizational Chart



## ATTACHMENT 3

### PRIME CONTRACTOR BUSINESS REPORTING INFORMATION FORM

**(To be filled out by the bidder and submitted with their bid package)**

Project Name: \_\_\_\_\_  
 Airport: \_\_\_\_\_  
 AIP Number: \_\_\_\_\_

#### Prime Contractor Information

Company Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 Address 3: \_\_\_\_\_  
 City / Town: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 NAICS Code: \_\_\_\_\_

Vermont DBE Status:	<input type="checkbox"/> Non-DBE <input type="checkbox"/> Certified DBE    (Check one)
Small Business Status:	<input type="checkbox"/> Non-Small Business <input type="checkbox"/> Small Business    (Check one)

**If Prime Contractor is a DBE or a Small Business, complete the following section:**

States you are DBE Certified in:	_____ (If not a DBE leave blank)
Age of Firm:	_____ Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	<input type="checkbox"/> less than \$500,000 (Check one) <input type="checkbox"/> \$500,000 to \$999,999 <input type="checkbox"/> \$1,000,000 to \$1,999,999 <input type="checkbox"/> \$2,000,000 to \$4,999,999 <input type="checkbox"/> \$5,000,000 to \$9,999,999 <input type="checkbox"/> \$10,000,000 to \$14,999,999 <input type="checkbox"/> \$15,000,000 to \$19,999,999 <input type="checkbox"/> \$20,000,000 to \$23,980,000 <input type="checkbox"/> more than \$23,980,000



**SUBCONTRACTOR / SUPPLIER  
BUSINESS REPORTING INFORMATION FORM**

**(To be filled out by the Subcontractor / Supplier and submitted with the bid package and the Request for Consent to Sublet package)**

Project Name: \_\_\_\_\_  
 Airport: \_\_\_\_\_  
 AIP Number: \_\_\_\_\_

**Subcontractor / Supplier Information**

Company Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 Address 3: \_\_\_\_\_  
 City / Town: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 NAICS Code: \_\_\_\_\_

Vermont DBE Status:	<input type="checkbox"/> Non-DBE <input type="checkbox"/> Certified DBE    (Check one)
Small Business Status:	<input type="checkbox"/> Non-Small Business <input type="checkbox"/> Small Business    (Check one)
Project Role:	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other _____(Check one)

**If Subcontractor / Supplier is a DBE or a Small Business, complete the following section:**

States you are DBE Certified in:	(If not a DBE leave blank)
Age of Firm:	_____ Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	<input type="checkbox"/> less than \$500,000 (Check one) <input type="checkbox"/> \$500,000 to \$999,999 <input type="checkbox"/> \$1,000,000 to \$1,999,999 <input type="checkbox"/> \$2,000,000 to \$4,999,999 <input type="checkbox"/> \$5,000,000 to \$9,999,999 <input type="checkbox"/> \$10,000,000 to \$14,999,999 <input type="checkbox"/> \$15,000,000 to \$19,999,999 <input type="checkbox"/> \$20,000,000 to \$23,980,000 <input type="checkbox"/> more than \$23,980,000

## ATTACHMENT 4

### DBE DIRECTORY

Name	Address	Phone Number	Type of Work
Absolute Resource Associates	124 Heritage Avenue #16, Portsmouth, NH 03801	603-436-2001	Testing
Ann Kearsley Design	58 Fore Street, Portland, ME 04101	207-756-8899	Landscape Architecture
Arora Engineers, Inc.	61 Wilmington-West Chester Pike, Suite 100, Chadds Ford, PA 19317	610-459-7900	Engineering
Black Bear Ladder, Inc.	515 Pleasant Street, Lewiston, ME 04240	877-970-2327	Safety Equipment
Bulldog Construction, Inc.	9153 Lanham Severn Road, Lanham, MD 20706	301-577-4476	Structural Steel/Precast Contractor
Burdick & Associates Landscape Design	63 Foster Street, Suite 1, Ellsworth, ME 04605	207-664-0091	Landscape Architecture
Buxton Drafting Services	1 Hickory Lane, Essex Junction, VT 05452	802-864-1833	Drafting
C&C Consulting Engineers, Inc.	214 Lincoln Street, Suite 400, Boston, MA 02134	617-254-6930	Engineering
Connors Landscaping, Inc.	43 Morrill Street, Portland, ME 04103	207-776-3862	Landscaping
Country Fare, Inc.	P. O. Box 66, Bowdoinham, ME 04008-066	207-666-5603	Excavation/Site Preparation
CSW Funding, LLC	2741 Lemon Grove Avenue #202, Lemon Grove, CA 91945	619-303-6890	Title Abstract
Credere Associates, Inc.	776 Main Street, Westbrook, ME 04092	207-828-1272	Environmental/Geotechnical
Cudmore Curbscapes	54 Pine Point Road, Oxford, ME 04270	207-539-5035	Construction
Diana's CADD Service, LLC	P. O. Box 1010, Buxton, ME 04093	207-615-4517	CADD Services
Emery Lee & Sons, Inc.	936 Central Street, Millinocket, ME 04462	207-723-8850	Site Preparation
Envirotech Associates, Inc.	30 Middle Road, Falmouth, ME 04105	207-671-1851	Environmental/Geotechnical
F.C. Work and Sons, Inc.	774 Moosehead Trail, Jackson, ME 04921	207-722-3206	Construction/Drainage
Fine Line Pavement Striping, LLC	917 Blackstream Road, Hermon, ME 04401	207-848-7007	Pavement Markings
Ganneston Construction Corporation	3025 N. Belfast venue, Augusta, ME 04332	207-621-8505	General Construction
Green International Affiliates, Inc.	239 Littleton Road, Suite 3, Westford, MA 01886	978-923-0400	Engineering
KT&T Distributors, Inc.	472 Amherst Street, Suite 12, Nashua, NH 03063	603-809-6638	Supplier/Specialty
KWH Enterprises, LLC	277 Reservoir Avenue, Suite 1101, Meriden, CT 06451	203-807-5482	Engineering
Lamb-Star Engineering, LP	5700 West Piano Parkway, Suite 1000, Plano, TX 75093	214-440-3600	Engineering
LIN Associates, Inc.	2001 Beacon Street, Suite 310, Brighton, MA 02135	617-566-4216	Engineering
Lindon Group, Inc.	28 Sutton Avenue, East Providence, RI 02914	401-272-2081	Supplier/Safety Equipment
Little River Survey Company	P. O.Box 1208, Stowe, VT 05672	802-253-8214	Land Surveying
Maine Rebar Services	P. O. Box 2003, Windham, ME 04062	207-892-2851	Reinforcing Steel
MRS Airfield Lights & Supplies, LLC	706-1 Old Shore Road, Forked River, NJ 08731	609-259-5720	Electrical Supplier
MS Pipe, LLC	1750 Ellington Road, Bldg. 3, South Windsor, CT 06074	860-644-7070	Supplier
N.L. Construction, Inc.	545 West Street, Ludlow, MA 01056	413-589-9883	Site Preparation
New Form Building Systems, Inc.	90 Heritage Park Road, Suite 2, Bucksport, ME 04416	207-469-2711	Supplier Broker
Newearth Ecological Consulting, LLC	169 Watson Mill Road, Saco, ME 04072	207-329-4458	Environmental/Geotechnical
Nicom Coatings Corporation	140 Industrial Lane, Berlin, Barre, VT 05641	802-229-5261	Pavement/Seal Coating/Const
Nobis Engineering, Inc.	18 Chenell Drive, Concord, NH 03301	603-224-4182	Engineering
Norpine Landscaping, Inc.	153 Salem Road, Kingfield, ME 04947	207-265-2430	Landscaping/Specialty
Northeast Civil Solutions, Inc.	381 Payne Road, Scarborough, ME 04074	207-883-1000	Land Surveying
Northstar Hydro	P. O. Box 318, Wayne, ME 04284	207-377-8043	Geotechnical Engineering
R. Stewart Trucking, Inc.	1 Wallace Avenue, South Portland, ME 04106	207-767-4411	Trucking

RDM International, Inc.	14310 Sullyfield Circle, Suite 600, Chantilly, VA 20151	703-709-2540	Engineering
Regis Steel Corporation	42 Estes Lane, Fall River, MA 02721	781-356-8884	Supplier
Richardson Electrical Co., Inc.	17 Batchelder Road, Seabrook, NH 03874	603-474-3900	Electrical
Rosengren Landscaping	4 Lambert Road, Freeport, ME 04032	207-865-3860	Landscaping
Roundy's Paving	565 Elm Street, Newport, ME 04953	207-368-2050	Paving
Rumney Associates	82 Bradley Road, Madison, CT 06443	203-245-7046	Computer/Drafting
Seacoast Asphalt Services, Inc.	P. O. Box 98, Hatfield, MA 01038	413-773-9247	Supplier
Shadley Associates, P.C.	17309 Massachusetts Avenue, Lexington, MA 02421	781-652-8809	Landscape Architecture
Shoem Corporation	P. O. Box 312, S. Berwick, ME 03901	207-704-0562	Construction/Specialty
Silver Star Enterprises	953 Fort Fairfield Road, Caribou, ME 04736	207-493-4426	Trucking
Sir Lines-A-Lot	11 Common Lane, Madison, NH 03849	603-356-5593	Pavement Markings/Sealcoating/Const
Speidel Construction, Inc.	15483 Enterprise Way, Culpeper, VA 22701	540-825-9660	Airfield Marking /Construction
Studioverde Landscape Architecture Design	102 Tuttle Road, Cumberland, ME 04021	207-829-3600	Landscape Architecture
Superior Construction Services, Inc.	P. O. Box 175, Oakland, ME 04963	207-465-2941	Fencing/Specialty
Susan's Registry Services	P. O. Box 362, Buxton, ME 04093	207-727-6368	Title Research
Tens Trucking	22 Nancys Way, Canaan, ME 04924	207-858-3063	Trucking
The H Group, Inc.	63 Quincy Drive, Gorham, ME 04038	207-839-9609	Environmental/Geotechnical
VB Technologies Corporation	2049 Silas Deane Highway, Suite 1e, Rocky Hill, CT 06067	860-432-0951	Engineering

**ATTACHMENT 5**

Section 26.45: Overall DBE Three-Year Goal Methodology

**Name of Recipient:** Town of Fryeburg, Eastern Slope Regional Airport

**Goal Period:** FY-2024-2025-2026 – October 1, 2023 through September 30, 2026

**DOT-assisted contract amount:** FY-2024 - \$2,250,000  
FY-2025 - \$ 0  
FY-2026 - \$1,053,000  
**Total \$3,303,000**

**Overall Three-Year Goal:** 1.7%, to be accomplished through 0% RC and 1.7% RN

**Total dollar amount to be expended on DBE's:** \$56,151

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

FY 2024 – CA/RE/Reconstruct Partial Parallel Taxiway A, Stub Taxiways B and C- \$2,250,000  
FY 2025 – None  
FY 2026 – Project #1 – Master Plan Update - \$300,000  
Project #2 – Snow Removal Equipment - \$753,000

**Market Area:** The Eastern Slope Airport Authority defines the region of the State of Maine as its market area. The contracting community that Eastern Slope Airport Authority works with is relatively small and primarily Maine-based. Maine is also the area in which the agency spends all of its contracting dollars. Maine is an expansive, although sparsely populated, state with over 22,000 miles of roadway. Although out-of-state firms do bid and subcontract on projects, because of high mobility costs and capacity, many out-of-state firms, with closer proximity to the Boston market are less likely to mobilize to Fryeburg, Maine to work on construction projects.

- a. Substantial majority (at least 75% of the contractors and subcontractors come from this area), and,
- b. Substantial majority (at least 75% of the contracting dollars will be spent in this area.)

The goal calculation is:



Historically, obtaining DBE participation at the Eastern Slope Regional Airport has been challenging despite the good faith efforts being conducted. Where the MaineDOT goal of 1.97% exceeds the Step 1 base figure, the Authority is adopting its Step 1 base figure of 1.7% as its overall goal for this three-year goal period.

Further, there are no applicable disparity studies for the local market area or recent legal case information available from the State of Maine Department of Transportation office to show any evidence of barriers to entry or competitiveness of DBEs in the market area.

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

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

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
4. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
5. Assist DBE’s and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and

The Eastern Slope Airport Authority estimates that in meeting its overall goal 1.7%, it will obtain 1.7% from RN participation and 0.0% through RC measures.

The Eastern Slope Airport Authority does not have a history of DBE participation or over-achievement of goals 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, we are applying the entire goal of 1.7% to race-conscious participation.

The Eastern Slope Airport Authority 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.

## **PUBLIC PARTICIPATION**

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

In establishing the proposed goal, consult with minority, women's and general contractor groups, community organizations who can share information on the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE's and the Eastern Slope Airport Authority 's efforts to establish a level playing field for the participation of DBE's.

In establishing the overall goal, the Eastern Slope Airport Authority provided for consultation and publication. This 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 Eastern Slope Airport Authority 's efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Eastern Slope Airport Authority goal setting process, and it occurred before we were required to submit our goal methodology to the operating administration for review. We will not implement our proposed goal until we have complied with this requirement.

The Eastern Slope Airport Authority submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the Eastern Slope Airport Authority consulted with groups and organizations, without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Eastern Slope Airport Authority 's efforts to establish a level playing field for the participation of DBEs. The following groups and organizations were contacted:

Maine Better Transportation Association  
146 State Street  
Augusta, ME 04330  
(207) 622-0526

Associated Contractors of Maine, Inc.  
188 Whitten Road  
Augusta, ME 04337  
(207) 622-4741

Maine Department of Transportation  
Civil Rights Office  
16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3066

Eastern Maine Development Corporation  
40 Harlow Street  
Bangor, ME 04401  
(207) 942-6389

Belfast Area Chamber of Commerce  
14 Main Street  
Belfast, ME 04915  
(207) 338-5900

Following the consultation, the Eastern Slope Airport Authority published a notice in the Conway Daily Sun of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport administration building for thirty (30) days following the date of the notice, and informing the public that the Town of Fryeburg and DOT will accept comments on the goals for thirty (30) days from the date of the notice. No comments have been received to date.

### **PUBLIC NOTICE**

The Eastern Slope Airport Authority hereby announces its fiscal years 2024 through 2026 goal of 1.7% for Disadvantaged Business Enterprise (DBE) airport construction contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 4:00 p.m., Monday through Friday, at the Eastern Slope Regional Airport, Airport Manager's Office, Lyman Road, Fryeburg, ME 04037, for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to Carl Thibodeau, Vice-Chairman – Eastern Slope Airport Authority, Tee Enterprises, 71 Hobbs Street, Suite 101, Conway, NH 03818, (603) 447-5662 or to the Federal Aviation Administration, 1200 District Avenue, Burlington, MA 01803.

### **CONTRACT GOALS**

The Eastern Slope Airport Authority will use contract goals to meet any portion of the overall goal that the Authority 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 Authority's overall goal that is not projected to be met through the use of RN means.

The Eastern Slope Airport Authority 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).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.



**ATTACHMENT 6**

**FEDERAL AVIATION ADMINISTRATION**

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
UTILIZATION**

*The DBE goal for this project is 1.7% (one point seven six percent). The undersigned Bidder/Offeror has made a good faith effort to make subcontracting and supplier opportunities available to all firms including, but not limited to, DBE's and small businesses as defined in 49 CFR 26. As a result of these efforts:*

- *The Bidder/Offeror is committed to a minimum of \_\_\_\_\_% **DBE** utilization on this Contract.*

***If the Bidder/Offeror is submitting a bid with a committed DBE participation LESS than the goal stated above, they must submit documentation on good faith effort as defined in 49 CFR 26.***

Name of Bidder/Offeror's firm: \_\_\_\_\_

AIP No.: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE       Small Business      (Check One or Both)

Proposed Work: \_\_\_\_\_  
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**FEDERAL AVIATION ADMINISTRATION**  
**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**UTILIZATION**

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE                       Small Business                      (Check One or Both)

Proposed Work: \_\_\_\_\_  
*(Be brief, i.e. electrical or excavation)*

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE                       Small Business                      (Check One or Both)

Proposed Work: \_\_\_\_\_  
*(Be brief, i.e. electrical or excavation)*

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE                       Small Business                      (Check One or Both)

Proposed Work: \_\_\_\_\_  
*(Be brief, i.e. electrical or excavation)*

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**(Attach additional sheets as needed for additional firms)**

**SUBCONTRACTOR / SUPPLIER  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**LETTER OF INTENT**

(To be filled out by the Contractor and the Subcontractor / Supplier and submitted within  
5 days of the bid opening by the three lowest bidders)

Project Name: \_\_\_\_\_  
Airport: \_\_\_\_\_  
AIP Number: \_\_\_\_\_

**Prime Contractor**

Company Name: \_\_\_\_\_

**Subcontractor / Supplier Contractor**

Company Name: \_\_\_\_\_

DBE Status:	<input type="checkbox"/> Non-DBE <input type="checkbox"/> Certified DBE   (Check one)
Small Business Status:	<input type="checkbox"/> Non-Small Business <input type="checkbox"/> Small Business   (Check one)

(Check Here)    **Form BTV-206 or BTV-207 is attached (required)**

1.    The undersigned DBE firm intends to perform work in connection with the above referenced project as:

(Check One)

an individual                       a partnership                       a corporation

a joint venture with \_\_\_\_\_

other \_\_\_\_\_  
attach other sheets if necessary

2.    If a DBE, the undersigned affirms that they are a duly authorized official representing the proposed Disadvantaged Business Enterprise and affirms that its certification has not expired nor been revoked (Attach a copy of certification letter)

3.    If the bidder is awarded the Contract, the undersigned intend to enter into a Subcontract to perform the work described on the following sheet for the prices indicated.

**LETTER OF INTENT/SCHEDULE OF PARTICIPATION**  
 (Attach Additional Sheets if Needed)

<b>Contract Item No.</b>	<b>Description of Work To Be Performed by DBE / Small Business Contractor / Subcontractor / Supplier</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Item Subtotal</b>
<b>Total Amount Credited to DBE:</b>				
<b>Total Project Bid Amount:</b>				
<b>Percent of DBE:</b>				

The undersigned certifies that they will enter into a formal agreement upon execution of the Contract for the above referenced project pursuant to all conditions noted in the attached Contract Documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

NAME OF SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If the Prime Contractor is a DBE, the Prime Contractor should fill out and submit a copy of this form listing themselves as the Prime Contractor and the Subcontractor / Supplier.

## ATTACHMENT 7

### **DBE Monitoring and Enforcement Mechanisms**

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

1. Breach of contract action, pursuant to the terms of the contract

DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the Contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him/her unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- j. Does not fully comply with Federal Contract Provision as contained in Section SGP.
- k. Does not fully comply with US DOT Disadvantaged Business Enterprise Program as outlined in 49 CFR Part 26.

Breach of contract action, pursuant to Maine's law commonly known as the "Maine Unfair Trade Practices Act." (See 5 MRSA §205, which is available at <http://www.mainelegislature.org/legis/statutes/5/title5sec205-A.html>).

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

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

## **ATTACHMENT 8**

DBE Certification Application Form

<http://www.maine.gov/mdot/civilrights/dbe/>

**ATTACHMENT 9**

**State's UCP Agreement**

**AGREEMENT**

Between the

**MAINE DEPARTMENT OF TRANSPORTATION**

And

EASTERN SLOPE REGIONAL AIRPORT

This Agreement is made this 30<sup>TH</sup> day of SEPTEMBER, 2011, by and between the **State of Maine**, through its **Department of Transportation (MaineDOT)**, with an address of 16 State House Station, Augusta, Maine, and EASTERN SLOPE AIRPORT AUTHORITY, with an address of PO BOX 334, FRYEBURG, MAINE.

**I. AGREEMENT**

MaineDOT and the named party hereby agree as follows:

1. The named party agrees that as a recipient of USDOT financial assistance it will cooperate fully with the Maine Department of Transportation in the certification of Disadvantaged Business Enterprises.
2. The named party agrees it shall utilize the MaineDOT Disadvantaged Business Enterprise Certification program.
3. The named party agrees to refer potential applicants for DBE Certification to MaineDOT.
4. he named party agrees to honor the decisions made by MaineDOT with respect to certification decisions made in accordance with 49 CFR Parts 23 and 26 Subpart E, Certification Procedures.
5. MaineDOT will accept, review, and made determinations about DBE Certification for those entities referred to it by the named party.

**II. TERMS**

This Agreement remains in place indefinitely.

SEE AND AGREED TO BY:

**MAINE DEPARTMENT OF TRANSPORTATION**

Theresa Savoy 9/30/11  
By: Theresa Savoy, Director, Civil Rights Office

David Carlson 9/30/11  
By: AIRPORT MANAGER Date:

## ATTACHMENT 10

### Small Business Element

#### A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, the Eastern Slope Airport Authority has created a small business element in its current DBE policy in accordance with applicable law. The Eastern Slope Airport Authority is including this element to facilitate competition by and expand opportunities for small businesses. The Eastern Slope Airport Authority is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Eastern Slope Airport Authority will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the Eastern Slope Airport Authority will establish a race-neutral small business set-aside on prime contracts less than \$250,000. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Eastern Slope Airport Authority and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage.
2. On Prime contracts not having DBE contract goals, the Eastern Slope Airport Authority will require prime contractors to provide subcontracting opportunities that small businesses, including DBEs, can reasonably perform, rather than self-performing all of the work.
3. The Eastern Slope Airport Authority and Consulting Engineer will encourage prime contractors to utilize BID Express – Small Business Network. BID Express is a Web-based service that provides for the electronic submission of bids by contractors. The Small Business Network (SBN) is within the Bid Express Basic Service and allows prime contractors to solicit subcontractors. SBN includes a function that allows prime contractors to search for small businesses, and even allows prime contractors to filter the results for only DBE firms if desired. The Small Business Network is helpful in bringing prime contractors and small businesses, as well as DBE firms together to meet the specific requirements of a project. The SBN service also aids prime contractors by documenting Good Faith Efforts to obtain DBE participation. Subcontractors can search for quote requests by the type of materials and/or services they provide, location or by prime contractor name. Users can also filter for contracts that only include a DBE Goal if desired. This information will be provided to prime contractors. Information regarding SBN can be found on: <https://www.bidx.com/or> by calling (888) 352-2439.



## **B. Definitions**

### **1. Small Business:**

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

### **2. Disadvantaged Business Enterprise:**

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) does not exceed the described in 49 CFR Part 26. The current PNW cap is \$1.32 million.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the Maine State Department of Transportation Unified Certification Program (ME UCP) in accordance with 49 CFR 26.

For the purposes of the small business element of the Eastern Slope Airport Authority's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. In addition, minority and women-owned business enterprises which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

## **C. Certification and Verification Procedures**

The Eastern Slope Airport Authority will accept the following certifications for participation in the small business element of the Eastern Slope Airport Authority's DBE Program:

- a. ME DOT DBE Certification
- b. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124)

## **D. Assurances**

The Eastern Slope Airport Authority makes the following assurances:

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

## **SUBPART A – GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

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

### **Section 26.3 Applicability**

The Town of Fryeburg is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

### **Section 26.5 Definitions**

The Eastern Slope Airport Authority will use terms in this program that have the meaning defined in Section 26.5.

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

The Eastern Slope Airport Authority 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 Eastern Slope Airport Authority 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: 26.11**

The Eastern Slope Airport Authority will report DBE participation to DOT/FAA by submitting the “Uniform Report of DBE Awards or Commitments and Payments” form by December 1<sup>st</sup> of each year. We will also report the DBE contractor firm information on the FAA DBE Contractor’s Form.

#### **Bidders List: 26.11(c)**

The Eastern Slope Airport Authority will create and maintain a Business Reporting Information Form. 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 our DOT-assisted contracts for use in helping to set our overall goals. The collection form is Attachment 3 and will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

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

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

Assurance: 26.13(a) - Each financial assistance agreement the Town of Fryeburg signs with a DOT operating administration will include the following assurance:

The Town of Fryeburg 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 Town of Fryeburg 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 Town of Fryeburg's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Town of Fryeburg 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: 26.13(b) – The Town of Fryeburg will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, subrecipient 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 Town of Fryeburg 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.

## **SUBPART B - ADMINISTRATIVE REQUIREMENTS**

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

The Town of Fryeburg 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. We are not eligible to receive DOT financial assistance unless DOT has approved our DBE program and we are in compliance with it and this part. We will continue to carry out our program until all funds from DOT financial assistance have been

expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

### **Section 26.23 Policy Statement**

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

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

We have designated the following individual as our DBE Liaison Officer:

Allison Navia, Airport Manager  
Eastern Slope Airport  
P.O. Box 334  
210 Lyman Drive  
Fryeburg, ME 04037  
Phone: (207) 935-4711 (Office), (207) 266-6636 (Cell)  
Email: [info@raivan.com](mailto:info@raivan.com)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Eastern Slope Airport Authority and Town of Fryeburg complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to Don Thibodeau, Chairman – Eastern Slope Airport Authority, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has Town of Fryeburg staff to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Assists in setting 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 Eastern Slope Airport Authority's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Eastern Slope Airport Authority's body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.

10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.
12. Reviews the agency's updated directory on certified DBEs.

### **Section 26.27 DBE Financial Institutions**

It is the policy of the Eastern Slope Airport Authority 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.

### **Section 26.29 Prompt Payment Mechanisms**

The Eastern Slope Airport Authority 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.

The Eastern Slope Airport Authority has established, as part of its DBE Program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than thirty (30) days from receipt of each payment you make to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. We 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 thirty (30) days after your payment to the prime contractor.

The Eastern Slope Airport Authority will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Town of Fryeburg. When the Authority 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.

This prompt payment clause will apply to all DBE and non-DBE subcontractors on DOT-assisted contracts, and will be enforced by the Resident Project Representative (RPR). The Town of Fryeburg may be required to resolve disputes over the holding of certain funds, etc. and assures that payments will be made in a timely fashion. Prime Contractors will be required to provide the RPR with documentation showing that payments to subcontractors have been made within the time limit stated within their contract. Failure to comply will result in the holding of additional monies, until the RPR are assured the payments to subcontractors have been made. Any delay or postponement of payment among parties may take place only for a good cause, with

prior written approval from the RPR. It will also be noted in the contract between the Eastern Slope Airport Authority and the Prime Contractor that the Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor assures the Town of Fryeburg that the subcontractor has been promptly paid for the work they have performed.

As required by the FAA, to implement this measure regarding retainage, the Authority includes one of the following clauses from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

Option 1: The Authority may decline to hold retainage from Prime Contractors and prohibit Prime Contractors from holding retainage from subcontractors.

- a. Retainage will not be withheld on this project. No retainage will be withheld by the Authority from progress payments due the Prime Contractor. Retainage by the prime or subcontractors is prohibited, and no retainage will be held by the prime from progress due subcontractors.
- 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. 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 Authority. When the Authority 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 project work has been completed to the satisfaction of the RPR, the RPR shall, at the Authority'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.

Option 2: The Authority may decline to hold retainage from Prime Contractors and require a contract clause obligating Prime Contractors to make prompt and full payment of any retainage kept by Prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed.

- a. No retainage will be held by the Authority from progress payments due the prime.
- 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 Authority 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 Authority. When the Authority 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 project work has been completed to the satisfaction of the RPR, the RPR shall, at the Authority'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.

Option 3: The Authority may hold retainage (0 to 10%, but in no case may it exceed 10%) 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 Authority's payment to the Prime Contractor.

- a. From the total of the amount determined to be payable on a partial payment, 10% percent of such total amount will be deducted and retained by the Authority for protection of the Authority's interests. Unless otherwise instructed by the Authority, the amount retained by the Authority 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 Authority in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Authority 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 Authority 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 Authority. When the Authority 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 Authority'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 Authority 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.

The Eastern Slope Airport Authority will include the following clause in each DOT-assisted prime contract:



The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Town of Fryeburg. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Eastern Slope Airport Authority. This clause applies to both DBE and non-DBE subcontractors.

### Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for three years following the performance of the contract, unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Town of Fryeburg or DOT. This reporting requirement also extends to all subcontractors, both DBE and non-DBE.

The County shall keep a running tally of actual payments to DBE firms for work committed to them at the time of contract award.

We will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

### Prompt Payment Dispute Resolution

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

All Contractors are required to submit Form MJ-216 with each payment application. This form shows the status of payments made to all Subcontractors and Suppliers, whether they performed work during the reporting period. If it is determined, after review of the submissions, that the Contractor is in violation of prompt payment requirements, the Authority may withhold the amount due to any Subcontractor or Supplier from the Contractor until satisfactory proof of payment is received. If the Contractor is in violation four or more times, the Authority may terminate the Contract for cause and/or may require the Contractor to pay some or all of their Subcontractors or Suppliers and provide proof of payment before the Subcontractor's or Supplier's work can be included on a future pay application. The Authority will work with the RPR and the contractors to discuss any disputes, using records provided for payment confirmation, etc. A meeting will be held with all parties involved and if no resolution is obtained, mediation will be held with a neutral third party to evaluate the dispute.

### Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements or any issues thereon will be discussed with the Authority/DBELO. If the affected subcontractor is not comfortable discussing with prime contractor directly and discussions with the Authority are unable to resolve payment issues, then the subcontractor should contact the FAA operating administrator.

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 Authority will make prompt determinations regarding contractors' compliance with this Program. Documentation of noncompliance will include the specific areas in which the contractor failed to comply. In these instances, appropriate actions consistent with the DBE Program and other contract provisions will be taken, and may include withholding future payments, suspension of the contract, notification to stop contract work until the contractor comes into compliance, refusal to award the contract or cancellation of the contract and declaration of forfeiture of the performance bond.

A decision by the Authority to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the decision.

### Monitoring Contracts and Work Sites

The Authority, with assistance from the RPR, will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites. This will be accomplished during by regular job meetings, whereas inspections will be made to ascertain personnel, payments, etc., of which will be noted in the job meeting minutes.

### **Section 26.31      Directory**

The Eastern Slope Airport Authority uses the Maine DBE directory, which identifies all firms eligible to participate as DBEs. The directory lists the firm's name, address, phone number, and the type of work the company has been certified to perform as a DBE. The Unified Certification Program (UCP) revises the Directory annually, by minimum standards. The Maine DOT makes the Directory available through their website index at <http://www.mainedbe.org/html/directory.php>. The Directory may be found in Attachment 4.

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

The Eastern Slope Airport Authority has not identified that over-concentration exists in the types of work that DBEs perform.

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

The Eastern Slope Airport Authority has not established a business development program.

### **Section 26.37 Monitoring and Enforcement Mechanisms**

The Eastern Slope Airport Authority will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
4. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. This will be accomplished during by regular job meetings, whereas inspections will be made to ascertain personnel, payments, etc., of which will be noted in the job meeting minutes.
5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

### **Section 26.39 Fostering small business participation.**

The Eastern Slope Airport Authority 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 Eastern Slope Airport Authority's small business element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements

to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

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

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

The Eastern Slope Airport Authority does not use quotas in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

The Eastern Slope Airport Authority will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f), the Eastern Slope Airport Authority will submit its Overall Three-year DBE Goal to FAA by August 1st as required.

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

The first step is to determine the relative availability of DBEs in the market area, “base figure”. We will use *DBE Directories and Census Bureau Data* as a method to determine our base figure. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the Eastern Slope Airport Authority would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

26.45 (g)(1) In establishing the overall goal, the Eastern Slope Airport Authority 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 Eastern Slope Airport Authority’s efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Eastern Slope Airport Authority’s goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review. We will document in our goal submission the consultation

process that we engaged in. We will not implement our proposed goal until we have complied with this requirement.

In addition, the Eastern Slope Airport Authority will publish a notice announcing our proposed overall goal before submission to the operating administration on August 1st. The notice will be posted on our official internet web site and may be posted in any other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by the operating administration, the revised goal will be posted on our official internet web site. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the Eastern Slope Airport Authority and DOT/FAA will accept comments on the goals for thirty (30) days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. The public comment period will not extend the August 1<sup>st</sup> deadline.

Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

The Eastern Slope Airport Authority will begin using our overall goal on October 1<sup>st</sup> of the reporting period, unless we have received other instructions from DOT.

#### **Section 26.45 (e) - Project Goals**

If permitted or required by the FAA Administrator we will express our overall goals 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 should 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 your regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

#### **Section 26.45(f) - Prior Operating Administration Concurrent**

The Eastern Slope Airport Authority understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration's review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. 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 Part 26.9.

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

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

The Eastern Slope Airport Authority will maintain an approved DBE Program and overall DBE goal, if applicable as well as administer our DBE Program in good faith to be considered to be in compliance with this part.

If the Eastern Slope Airport Authority awards and commitments shown on our 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, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

- (1) Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;

#### **Section 26.51(a-c) Breakout of Estimated Race-Neutral & Race-Conscious Participation**

The Eastern Slope Airport Authority 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 of this part.
- (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 Eastern Slope Airport Authority 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 your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- (9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

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

### **Section 26.51(d-g) Contract Goals**

The Eastern Slope Airport Authority 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 Part 26.39.

If our approved projection estimates that we can meet our entire overall goal for a given year through race-neutral means, we will implement our program without setting contract goals during that year, unless it becomes necessary in order meet our overall goal.

The Eastern Slope Airport Authority will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal 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).

The Eastern Slope Airport Authority will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

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

### Demonstration of good faith efforts (26.53(a) & (c))

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

Don Thibodeau 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 responsible.

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

### Information to be submitted (26.53(b))

In our solicitations for DOT/FAA-assisted contracts for which a contract goal has been established, we will require the following:

- (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 Eastern Slope Airport Authority at the time provided below:
  - (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 (see Appendix A of this part). 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) We will require that the bidder/offeror present the information no later than five (5) days after bid opening as a matter of responsibility.



Provided that, in a negotiated procurement, including a design-build procurement, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required before the final selection for the contract is made by the Eastern Slope Airport Authority.

#### Administrative Reconsideration (26.53(d))

Within seven (7) business days that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: Don Thibodeau, Chairman – Eastern Slope Airport Authority, Green Thumbs Forms, Inc., P. O. Box 147, 123 West Fryeburg Road, Fryeburg, Maine 04037, (207) 935-3341. 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 our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

#### Good Faith Efforts procedures in situations when there are contract goals (26.53(f)(g))

We will include in each prime contract a provision stating:

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph 26.53(f); and

That, unless our consent is provided under this paragraph 26.53(f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

We will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

We will require that a prime contractor not terminate a DBE subcontractor or substitute a DBE firm) without our prior written consent. This includes, but 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 with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our 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) We have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the project and provides to us 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 we have 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 us its 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 us, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

The Eastern Slope Airport Authority 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 we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within seven (7) days, which may be extended for an additional seven (7) days if necessary at the request of the contractor, and the Eastern Slope Airport Authority shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

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

If the contractor fails or refuses to comply in the time specified, our contracting office will 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.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Eastern Slope Airport Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of \_\_ percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm 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; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it

submits to meet the contract goal; and (5) 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; (6) if the contract goal is not met, evidence of good faith efforts.

## **Section 26.55      Counting DBE Participation**

We will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards 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, DBE firms certified that exceed the business size standard in § 26.65(b) will remain eligible for DBE credit for work in that category as long as they do not exceed the small business size standard for that category, as adjusted by the United States Small Business Administration.

## **SUBPART D – CERTIFICATION STANDARDS**

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

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

Maine Department of Transportation  
Civil Rights Office  
Attn: Sherry Y. Tompkins  
#16 State House Station  
Augusta, ME 04333-0016  
(207)624-3066

Certification application forms and documentation requirements are found in Attachment 8 to this program.

## **SUBPART E – CERTIFICATION PROCEDURES**

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

The Eastern Slope Airport Authority is a member of a Unified Certification Program (UCP) administered by Maine State Department of Transportation. The UCP will meet all of the requirements of this section.

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

### **Section 26.101 Compliance Procedures Applicable**

The Authority understands that if it fails to comply with any requirement of this part, the Authority may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

### **Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation**

We will safeguard from disclosure to third parties' information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information.

All participants in the Department's DBE program (including, but not limited to, Eastern Slope Airport Authority 's, 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 Eastern Slope Airport Authority compliance 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 Eastern Slope Airport Authority 's, a finding of noncompliance; with respect to DBE firms, 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 Eastern Slope Airport Authority, 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. If we violate this prohibition, we are in noncompliance with this part.

Maine's "Right to know" law is referenced in the statutes as "Freedom of Access". This law concerns access to public meetings and public records. It is in the Maine Revised Statutes at Title 1, sections 401-410, <http://www.mainelegislature.org/legis/statutes/1/title1ch13sec0.html>

## **ATTACHMENTS**

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

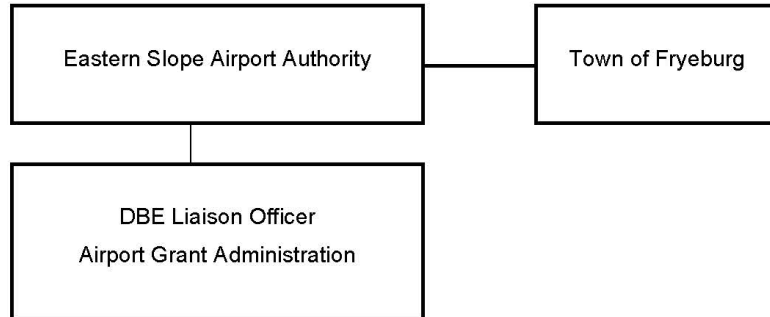
## **ATTACHMENT 1**

Regulations 49 CFR Part 26 can be found at:

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl)

## ATTACHMENT 2

### Organizational Chart





### ATTACHMENT 3

#### PRIME CONTRACTOR BUSINESS REPORTING INFORMATION FORM

**(To be filled out by the bidder and submitted with their bid package)**

Project Name: \_\_\_\_\_  
 Airport: \_\_\_\_\_  
 AIP Number: \_\_\_\_\_

#### Prime Contractor Information

Company Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 Address 3: \_\_\_\_\_  
 City / Town: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 NAICS Code: \_\_\_\_\_

Vermont DBE Status:	<input type="checkbox"/> Non-DBE <input type="checkbox"/> Certified DBE    (Check one)
Small Business Status:	<input type="checkbox"/> Non-Small Business <input type="checkbox"/> Small Business    (Check one)

**If Prime Contractor is a DBE or a Small Business, complete the following section:**

States you are DBE Certified in:	_____ (If not a DBE leave blank)
Age of Firm:	_____ Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	<input type="checkbox"/> less than \$500,000 (Check one) <input type="checkbox"/> \$500,000 to \$999,999 <input type="checkbox"/> \$1,000,000 to \$1,999,999 <input type="checkbox"/> \$2,000,000 to \$4,999,999 <input type="checkbox"/> \$5,000,000 to \$9,999,999 <input type="checkbox"/> \$10,000,000 to \$14,999,999 <input type="checkbox"/> \$15,000,000 to \$19,999,999 <input type="checkbox"/> \$20,000,000 to \$23,980,000 <input type="checkbox"/> more than \$23,980,000

**SUBCONTRACTOR / SUPPLIER  
BUSINESS REPORTING INFORMATION FORM**

**(To be filled out by the Subcontractor / Supplier and submitted with the bid package and the Request for Consent to Sublet package)**

Project Name: \_\_\_\_\_  
 Airport: \_\_\_\_\_  
 AIP Number: \_\_\_\_\_

**Subcontractor / Supplier Information**

Company Name: \_\_\_\_\_  
 Contact Person: \_\_\_\_\_  
 Address 1: \_\_\_\_\_  
 Address 2: \_\_\_\_\_  
 Address 3: \_\_\_\_\_  
 City / Town: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Zip Code: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-Mail: \_\_\_\_\_  
 NAICS Code: \_\_\_\_\_

Vermont DBE Status:	<input type="checkbox"/> Non-DBE <input type="checkbox"/> Certified DBE    (Check one)
Small Business Status:	<input type="checkbox"/> Non-Small Business <input type="checkbox"/> Small Business    (Check one)
Project Role:	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other _____(Check one)

**If Subcontractor / Supplier is a DBE or a Small Business, complete the following section:**

States you are DBE Certified in:	(If not a DBE leave blank)
Age of Firm:	_____ Years
Annual Gross Receipts (Avg. over last 3 years per SBA regs.):	<input type="checkbox"/> less than \$500,000 (Check one) <input type="checkbox"/> \$500,000 to \$999,999 <input type="checkbox"/> \$1,000,000 to \$1,999,999 <input type="checkbox"/> \$2,000,000 to \$4,999,999 <input type="checkbox"/> \$5,000,000 to \$9,999,999 <input type="checkbox"/> \$10,000,000 to \$14,999,999 <input type="checkbox"/> \$15,000,000 to \$19,999,999 <input type="checkbox"/> \$20,000,000 to \$23,980,000 <input type="checkbox"/> more than \$23,980,000

## ATTACHMENT 4

### DBE DIRECTORY

Name	Address	Phone Number	Type of Work
Absolute Resource Associates	124 Heritage Avenue #16, Portsmouth, NH 03801	603-436-2001	Testing
Ann Kearsley Design	58 Fore Street, Portland, ME 04101	207-756-8899	Landscape Architecture
Arora Engineers, Inc.	61 Wilmington-West Chester Pike, Suite 100, Chadds Ford, PA 19317	610-459-7900	Engineering
Black Bear Ladder, Inc.	515 Pleasant Street, Lewiston, ME 04240	877-970-2327	Safety Equipment
Bulldog Construction, Inc.	9153 Lanham Severn Road, Lanham, MD 20706	301-577-4476	Structural Steel/Precast Contractor
Burdick & Associates Landscape Design	63 Foster Street, Suite 1, Ellsworth, ME 04605	207-664-0091	Landscape Architecture
Buxton Drafting Services	1 Hickory Lane, Essex Junction, VT 05452	802-864-1833	Drafting
C&C Consulting Engineers, Inc.	214 Lincoln Street, Suite 400, Boston, MA 02134	617-254-6930	Engineering
Connors Landscaping, Inc.	43 Morrill Street, Portland, ME 04103	207-776-3862	Landscaping
Country Fare, Inc.	P. O. Box 66, Bowdoinham, ME 04008-066	207-666-5603	Excavation/Site Preparation
CSW Funding, LLC	2741 Lemon Grove Avenue #202, Lemon Grove, CA 91945	619-303-6890	Title Abstract
Credere Associates, Inc.	776 Main Street, Westbrook, ME 04092	207-828-1272	Environmental/Geotechnical
Cudmore Curbscapes	54 Pine Point Road, Oxford, ME 04270	207-539-5035	Construction
Diana's CADD Service, LLC	P. O. Box 1010, Buxton, ME 04093	207-615-4517	CADD Services
Emery Lee & Sons, Inc.	936 Central Street, Millinocket, ME 04462	207-723-8850	Site Preparation
Envirotech Associates, Inc.	30 Middle Road, Falmouth, ME 04105	207-671-1851	Environmental/Geotechnical
F.C. Work and Sons, Inc.	774 Moosehead Trail, Jackson, ME 04921	207-722-3206	Construction/Drainage
Fine Line Pavement Striping, LLC	917 Blackstream Road, Hermon, ME 04401	207-848-7007	Pavement Markings
Ganneston Construction Corporation	3025 N. Belfast venue, Augusta, ME 04332	207-621-8505	General Construction
Green International Affiliates, Inc.	239 Littleton Road, Suite 3, Westford, MA 01886	978-923-0400	Engineering
KT&T Distributors, Inc.	472 Amherst Street, Suite 12, Nashua, NH 03063	603-809-6638	Supplier/Specialty
KWH Enterprises, LLC	277 Reservoir Avenue, Suite 1101, Meriden, CT 06451	203-807-5482	Engineering
Lamb-Star Engineering, LP	5700 West Piano Parkway, Suite 1000, Plano, TX 75093	214-440-3600	Engineering
LIN Associates, Inc.	2001 Beacon Street, Suite 310, Brighton, MA 02135	617-566-4216	Engineering
Lindon Group, Inc.	28 Sutton Avenue, East Providence, RI 02914	401-272-2081	Supplier/Safety Equipment
Little River Survey Company	P. O.Box 1208, Stowe, VT 05672	802-253-8214	Land Surveying
Maine Rebar Services	P. O. Box 2003, Windham, ME 04062	207-892-2851	Reinforcing Steel
MRS Airfield Lights & Supplies, LLC	706-1 Old Shore Road, Forked River, NJ 08731	609-259-5720	Electrical Supplier
MS Pipe, LLC	1750 Ellington Road, Bldg. 3, South Windsor, CT 06074	860-644-7070	Supplier
N.L. Construction, Inc.	545 West Street, Ludlow, MA 01056	413-589-9883	Site Preparation
New Form Building Systems, Inc.	90 Heritage Park Road, Suite 2, Bucksport, ME 04416	207-469-2711	Supplier Broker
Newearth Ecological Consulting, LLC	169 Watson Mill Road, Saco, ME 04072	207-329-4458	Environmental/Geotechnical
Nicom Coatings Corporation	140 Industrial Lane, Berlin, Barre, VT 05641	802-229-5261	Pavement/Seal Coating/Const
Nobis Engineering, Inc.	18 Chenell Drive, Concord, NH 03301	603-224-4182	Engineering
Norpine Landscaping, Inc.	153 Salem Road, Kingfield, ME 04947	207-265-2430	Landscaping/Specialty
Northeast Civil Solutions, Inc.	381 Payne Road, Scarborough, ME 04074	207-883-1000	Land Surveying
Northstar Hydro	P. O. Box 318, Wayne, ME 04284	207-377-8043	Geotechnical Engineering
R. Stewart Trucking, Inc.	1 Wallace Avenue, South Portland, ME 04106	207-767-4411	Trucking

RDM International, Inc.	14310 Sullyfield Circle, Suite 600, Chantilly, VA 20151	703-709-2540	Engineering
Regis Steel Corporation	42 Estes Lane, Fall River, MA 02721	781-356-8884	Supplier
Richardson Electrical Co., Inc.	17 Batchelder Road, Seabrook, NH 03874	603-474-3900	Electrical
Rosengren Landscaping	4 Lambert Road, Freeport, ME 04032	207-865-3860	Landscaping
Roundy's Paving	565 Elm Street, Newport, ME 04953	207-368-2050	Paving
Rumney Associates	82 Bradley Road, Madison, CT 06443	203-245-7046	Computer/Drafting
Seacoast Asphalt Services, Inc.	P. O. Box 98, Hatfield, MA 01038	413-773-9247	Supplier
Shadley Associates, P.C.	17309 Massachusetts Avenue, Lexington, MA 02421	781-652-8809	Landscape Architecture
Shoem Corporation	P. O. Box 312, S. Berwick, ME 03901	207-704-0562	Construction/Specialty
Silver Star Enterprises	953 Fort Fairfield Road, Caribou, ME 04736	207-493-4426	Trucking
Sir Lines-A-Lot	11 Common Lane, Madison, NH 03849	603-356-5593	Pavement Markings/Sealcoating/Const
Speidel Construction, Inc.	15483 Enterprise Way, Culpeper, VA 22701	540-825-9660	Airfield Marking /Construction
Studioverde Landscape Architecture Design	102 Tuttle Road, Cumberland, ME 04021	207-829-3600	Landscape Architecture
Superior Construction Services, Inc.	P. O. Box 175, Oakland, ME 04963	207-465-2941	Fencing/Specialty
Susan's Registry Services	P. O. Box 362, Buxton, ME 04093	207-727-6368	Title Research
Tens Trucking	22 Nancys Way, Canaan, ME 04924	207-858-3063	Trucking
The H Group, Inc.	63 Quincy Drive, Gorham, ME 04038	207-839-9609	Environmental/Geotechnical
VB Technologies Corporation	2049 Silas Deane Highway, Suite 1e, Rocky Hill, CT 06067	860-432-0951	Engineering

## ATTACHMENT 5

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

**Name of Recipient:** Town of Fryeburg, Eastern Slope Regional Airport

**Goal Period:** FY-2024-2025-2026 – October 1, 2023 through September 30, 2026

**DOT-assisted contract amount:** FY-2024 - \$2,250,000  
FY-2025 - \$ 0  
FY-2026 - \$1,053,000  
**Total**        **\$3,303,000**

**Overall Three-Year Goal:** 1.7%, to be accomplished through 0% RC and 1.7% RN

**Total dollar amount to be expended on DBE's:** \$56,151

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

FY 2024 – CA/RE/Reconstruct Partial Parallel Taxiway A, Stub Taxiways B and C- \$2,250,000  
FY 2025 – None  
FY 2026 – Project #1 – Master Plan Update - \$300,000  
          Project #2 – Snow Removal Equipment - \$753,000

**Market Area:** The Eastern Slope Airport Authority defines the region of the State of Maine as its market area. The contracting community that Eastern Slope Airport Authority works with is relatively small and primarily Maine-based. Maine is also the area in which the agency spends all of its contracting dollars. Maine is an expansive, although sparsely populated, state with over 22,000 miles of roadway. Although out-of-state firms do bid and subcontract on projects, because of high mobility costs and capacity, many out-of-state firms, with closer proximity to the Boston market are less likely to mobilize to Fryeburg, Maine to work on construction projects.

- a. Substantial majority (at least 75% of the contractors and subcontractors come from this area), and,
- b. Substantial majority (at least 75% of the contracting dollars will be spent in this area.)

The goal calculation is:



Historically, obtaining DBE participation at the Eastern Slope Regional Airport has been challenging despite the good faith efforts being conducted. Where the MaineDOT goal of 1.97% exceeds the Step 1 base figure, the Authority is adopting its Step 1 base figure of 1.7% as its overall goal for this three-year goal period.

Further, there are no applicable disparity studies for the local market area or recent legal case information available from the State of Maine Department of Transportation office to show any evidence of barriers to entry or competitiveness of DBEs in the market area.

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

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

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
4. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
5. Assist DBE’s and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media; and

The Eastern Slope Airport Authority estimates that in meeting its overall goal 1.7%, it will obtain 1.7% from RN participation and 0.0% through RC measures.

The Eastern Slope Airport Authority does not have a history of DBE participation or over-achievement of goals 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, we are applying the entire goal of 1.7% to race-conscious participation.

The Eastern Slope Airport Authority 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.

## **PUBLIC PARTICIPATION**

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

In establishing the proposed goal, consult with minority, women's and general contractor groups, community organizations who can share information on the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE's and the Eastern Slope Airport Authority 's efforts to establish a level playing field for the participation of DBE's.

In establishing the overall goal, the Eastern Slope Airport Authority provided for consultation and publication. This 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 Eastern Slope Airport Authority 's efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Eastern Slope Airport Authority goal setting process, and it occurred before we were required to submit our goal methodology to the operating administration for review. We will not implement our proposed goal until we have complied with this requirement.

The Eastern Slope Airport Authority submits its overall DBE three-year goal to DOT on August 1 as required by the set schedule.

Before establishing the overall goal, the Eastern Slope Airport Authority consulted with groups and organizations, without limiting consultation to these persons or groups, to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Eastern Slope Airport Authority 's efforts to establish a level playing field for the participation of DBEs. The following groups and organizations were contacted:

Maine Better Transportation Association  
146 State Street  
Augusta, ME 04330  
(207) 622-0526

Associated Contractors of Maine, Inc.  
188 Whitten Road  
Augusta, ME 04337  
(207) 622-4741

Maine Department of Transportation  
Civil Rights Office  
16 State House Station  
Augusta, ME 04333-0016  
(207) 624-3066



Eastern Maine Development Corporation  
40 Harlow Street  
Bangor, ME 04401  
(207) 942-6389

Belfast Area Chamber of Commerce  
14 Main Street  
Belfast, ME 04915  
(207) 338-5900

Following the consultation, the Eastern Slope Airport Authority published a notice in the Conway Daily Sun of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the airport administration building for thirty (30) days following the date of the notice, and informing the public that the Town of Fryeburg and DOT will accept comments on the goals for thirty (30) days from the date of the notice. No comments have been received to date.

### **PUBLIC NOTICE**

The Eastern Slope Airport Authority hereby announces its fiscal years 2024 through 2026 goal of 1.7% for Disadvantaged Business Enterprise (DBE) airport construction contracts. The proposed goals and rationale is available for inspection between 8:00 a.m. and 4:00 p.m., Monday through Friday, at the Eastern Slope Regional Airport, Airport Manager's Office, P. O. Box 334, 210 Lyman Road, Fryeburg, ME 04037, Phone: (207) 935-4711 (Office), (207) 266-6636 (Cell) for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 45 days from the date of this publication and can be sent to Allison Navia, Airport Manager - Eastern Slope Airport or to the Federal Aviation Administration, 1200 District Avenue, Burlington, MA 01803.

### **CONTRACT GOALS**

The Eastern Slope Airport Authority will use contract goals to meet any portion of the overall goal that the Authority 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 Authority's overall goal that is not projected to be met through the use of RN means.

The Eastern Slope Airport Authority 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).

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.

**ATTACHMENT 6**

**FEDERAL AVIATION ADMINISTRATION**

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
UTILIZATION**

*The DBE goal for this project is 1.7% (one point seven six percent). The undersigned Bidder/Offeror has made a good faith effort to make subcontracting and supplier opportunities available to all firms including, but not limited to, DBE's and small businesses as defined in 49 CFR 26. As a result of these efforts:*

- *The Bidder/Offeror is committed to a minimum of \_\_\_\_\_% **DBE** utilization on this Contract.*

***If the Bidder/Offeror is submitting a bid with a committed DBE participation LESS than the goal stated above, they must submit documentation on good faith effort as defined in 49 CFR 26.***

Name of Bidder/Offeror's firm: \_\_\_\_\_

AIP No.: \_\_\_\_\_

By: \_\_\_\_\_  
Signature Title

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE       Small Business      (Check One or Both)

Proposed Work: \_\_\_\_\_  
(Be brief, i.e. electrical or excavation)

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**FEDERAL AVIATION ADMINISTRATION**  
**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)**  
**UTILIZATION**

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE                       Small Business                      (Check One or Both)

Proposed Work: \_\_\_\_\_  
*(Be brief, i.e. electrical or excavation)*

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE                       Small Business                      (Check One or Both)

Proposed Work: \_\_\_\_\_  
*(Be brief, i.e. electrical or excavation)*

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**DBE Subcontractor / Supplier (Attach a Form BTV-207 for each firm)**

Name of Firm: \_\_\_\_\_

DBE                       Small Business                      (Check One or Both)

Proposed Work: \_\_\_\_\_  
*(Be brief, i.e. electrical or excavation)*

Dollar Amount of Work: \_\_\_\_\_

Letter of Intent attached (can be provided after bid)     Firm is a Supplier.

**(Attach additional sheets as needed for additional firms)**

**SUBCONTRACTOR / SUPPLIER  
DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

**LETTER OF INTENT**

(To be filled out by the Contractor and the Subcontractor / Supplier and submitted within  
5 days of the bid opening by the three lowest bidders)

Project Name: \_\_\_\_\_  
Airport: \_\_\_\_\_  
AIP Number: \_\_\_\_\_

**Prime Contractor**

Company Name: \_\_\_\_\_

**Subcontractor / Supplier Contractor**

Company Name: \_\_\_\_\_

DBE Status:	<input type="checkbox"/> Non-DBE <input type="checkbox"/> Certified DBE    (Check one)
Small Business Status:	<input type="checkbox"/> Non-Small Business <input type="checkbox"/> Small Business    (Check one)

(Check Here)     **Form BTV-206 or BTV-207 is attached (required)**

1.    The undersigned DBE firm intends to perform work in connection with the above referenced project as:

(Check One)

an individual                       a partnership                       a corporation

a joint venture with \_\_\_\_\_

other \_\_\_\_\_  
attach other sheets if necessary

2.    If a DBE, the undersigned affirms that they are a duly authorized official representing the proposed Disadvantaged Business Enterprise and affirms that its certification has not expired nor been revoked (Attach a copy of certification letter)

3.    If the bidder is awarded the Contract, the undersigned intend to enter into a Subcontract to perform the work described on the following sheet for the prices indicated.

**LETTER OF INTENT/SCHEDULE OF PARTICIPATION**  
 (Attach Additional Sheets if Needed)

<b>Contract Item No.</b>	<b>Description of Work To Be Performed by DBE / Small Business Contractor / Subcontractor / Supplier</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Item Subtotal</b>
<b>Total Amount Credited to DBE:</b>				
<b>Total Project Bid Amount:</b>				
<b>Percent of DBE:</b>				

The undersigned certifies that they will enter into a formal agreement upon execution of the Contract for the above referenced project pursuant to all conditions noted in the attached Contract Documents, swearing and affirming under the pains and penalties of perjury, that the foregoing information and appropriate attachments are true to the best of their knowledge.

NAME OF SUBCONTRACTOR / SUPPLIER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME OF PRIME CONTRACTOR: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME AND TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Note: If the Prime Contractor is a DBE, the Prime Contractor should fill out and submit a copy of this form listing themselves as the Prime Contractor and the Subcontractor / Supplier.

## ATTACHMENT 7

### **DBE Monitoring and Enforcement Mechanisms**

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

1. Breach of contract action, pursuant to the terms of the contract

DEFAULT AND TERMINATION OF CONTRACT. The Contractor shall be considered in default of his/her Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons if the Contractor:

- a. Fails to begin the work under the Contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment or materials to assure completion of work in accordance with the terms of the Contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the prosecution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against him/her unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.
- j. Does not fully comply with Federal Contract Provision as contained in Section SGP.
- k. Does not fully comply with US DOT Disadvantaged Business Enterprise Program as outlined in 49 CFR Part 26.

Breach of contract action, pursuant to Maine's law commonly known as the "Maine Unfair Trade Practices Act." (See 5 MRSA §205, which is available at <http://www.mainelegislature.org/legis/statutes/5/title5sec205-A.html>).

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

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

**ATTACHMENT 8**

DBE Certification Application Form

<http://www.maine.gov/mdot/civilrights/dbe/>

**ATTACHMENT 9**

**State's UCP Agreement**

**AGREEMENT**

Between the

**MAINE DEPARTMENT OF TRANSPORTATION**

And

EASTERN SLOPE REGIONAL AIRPORT

This Agreement is made this 30<sup>TH</sup> day of SEPTEMBER, 2011, by and between the **State of Maine**, through its **Department of Transportation (MaineDOT)**, with an address of 16 State House Station, Augusta, Maine, and EASTERN SLOPE AIRPORT AUTHORITY, with an address of PO BOX 334, FRYEBURG, MAINE.

**I. AGREEMENT**

MaineDOT and the named party hereby agree as follows:

1. The named party agrees that as a recipient of USDOT financial assistance it will cooperate fully with the Maine Department of Transportation in the certification of Disadvantaged Business Enterprises.
2. The named party agrees it shall utilize the MaineDOT Disadvantaged Business Enterprise Certification program.
3. The named party agrees to refer potential applicants for DBE Certification to MaineDOT.
4. The named party agrees to honor the decisions made by MaineDOT with respect to certification decisions made in accordance with 49 CFR Parts 23 and 26 Subpart E, Certification Procedures.
5. MaineDOT will accept, review, and make determinations about DBE Certification for those entities referred to it by the named party.

**II. TERMS**

This Agreement remains in place indefinitely.

**SEE AND AGREED TO BY:**

**MAINE DEPARTMENT OF TRANSPORTATION**

*Theresa Savoy* 9/30/11  
By: Theresa Savoy, Director, Civil Rights Office

*David Carlson* 9/30/11  
By: AIRPORT MANAGER Date:



## ATTACHMENT 10

### Small Business Element

#### A. Objective (49 CFR Part 26.39)

Recognizing that the DBE Program goals should be met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses, the Eastern Slope Airport Authority has created a small business element in its current DBE policy in accordance with applicable law. The Eastern Slope Airport Authority is including this element to facilitate competition by and expand opportunities for small businesses. The Eastern Slope Airport Authority is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or subcontractors. The Eastern Slope Airport Authority will meet its objectives using a combination of the following methods and strategies:

1. Set asides: Where feasible, the Eastern Slope Airport Authority will establish a race-neutral small business set-aside on prime contracts less than \$250,000. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Eastern Slope Airport Authority and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage.
2. On Prime contracts not having DBE contract goals, the Eastern Slope Airport Authority will require prime contractors to provide subcontracting opportunities that small businesses, including DBEs, can reasonably perform, rather than self-performing all of the work.
3. The Eastern Slope Airport Authority and Consulting Engineer will encourage prime contractors to utilize BID Express – Small Business Network. BID Express is a Web-based service that provides for the electronic submission of bids by contractors. The Small Business Network (SBN) is within the Bid Express Basic Service and allows prime contractors to solicit subcontractors. SBN includes a function that allows prime contractors to search for small businesses, and even allows prime contractors to filter the results for only DBE firms if desired. The Small Business Network is helpful in bringing prime contractors and small businesses, as well as DBE firms together to meet the specific requirements of a project. The SBN service also aids prime contractors by documenting Good Faith Efforts to obtain DBE participation. Subcontractors can search for quote requests by the type of materials and/or services they provide, location or by prime contractor name. Users can also filter for contracts that only include a DBE Goal if desired. This information will be provided to prime contractors. Information regarding SBN can be found on: <https://www.bidx.com/or> by calling (888) 352-2439.

## B. Definitions

### 1. Small Business:

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

### 2. Disadvantaged Business Enterprise:

A for-profit small business (as defined by the Small Business Administration) —

- That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) does not exceed the described in 49 CFR Part 26. The current PNW cap is \$1.32 million.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
- Has been certified as a DBE by the Maine State Department of Transportation Unified Certification Program (ME UCP) in accordance with 49 CFR 26.

For the purposes of the small business element of the Eastern Slope Airport Authority's DBE Program, small businesses which are also owned and controlled by socially disadvantaged individuals will be encouraged to seek DBE certification. In addition, minority and women-owned business enterprises which are awarded contracts under the small business enterprise set aside will be strongly encouraged to seek DBE certification in order to be counted towards race neutral DBE participation. Only DBE certified firms will be counted towards DBE race-neutral participation on FAA-assisted contracts.

## C. Certification and Verification Procedures

The Eastern Slope Airport Authority will accept the following certifications for participation in the small business element of the Eastern Slope Airport Authority's DBE Program:

- a. ME DOT DBE Certification
- b. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124)

## **D. Assurances**

The Eastern Slope Airport Authority makes the following assurances:

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