

Waterville – Robert LaFleur Airport  
Waterville, Maine  
**Disadvantaged Business Enterprise Program – FY 2024 to FY 2026**

This document is the City of Waterville’s Disadvantaged Business Enterprise program, prepared in compliance with 49 CFR, Part 26. This program covers the period of Fiscal Years 2024, 2025, and 2026.

## POLICY STATEMENT

### Parts 26.1, 26.23: Objectives, Policy Statement

The City of Waterville (City) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the United States Department of Transportation (USDOT), 49 Code of Federal Regulations (CFR) Part 26. The City has received federal financial assistance from USDOT on behalf of Waterville – Robert LaFleur Airport (Airport), and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the City to ensure that DBEs as defined in Part 26 have an equal opportunity to receive and participate in USDOT–assisted contracts. It is also the policy of the City to:

1. ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. promote the use of DBEs in all types of federally-assisted contracts and procurement activities; and
7. 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.

Randy Marshall, Jr., Airport Manager, has been designated as the DBE Liaison Officer (DBELO). In that capacity, he 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 City in its financial assistance agreements with USDOT.

The City has disseminated this policy statement to the Airport’s management staff. The City has distributed this statement to DBE and non-DBE contractors that perform work for the City on USDOT-assisted contracts by noting in the bid packages and contract documents.



4-16-24  
Date

## **SUBPART A: GENERAL REQUIREMENTS**

### **Part 26.1: Objectives**

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

### **Part 26.3: Applicability**

The City is the recipient of federal airport funds authorized by 49 United States Code (U.S.C.) Section 47101, et seq.

### **Part 26.5: Definitions**

The City will use terms in this program that have their meanings defined in Part 26.5.

### **Part 26.7: Non-Discrimination Requirements**

The City 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 City 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.

### **Part 26.11: Recordkeeping Requirements**

#### Part 26.11(b): Reporting to USDOT

Since the City may receive an annual grant during the reporting period of \$250,000 or more for airport planning or development, the City will continue to carry out this program until all funds from USDOT financial assistance have been expended. The City will provide to USDOT updates representing significant changes in the program. The City will submit an updated goal annually on August 1 if it plans to award contracts exceeding \$250,000 in Federal Aviation Administration (FAA) funds during that federal fiscal year.

The City will report DBE participation to USDOT as follows:

The City will transmit to the FAA annually on December 1, as required by the Uniform Report of DBE Awards or Commitments and Payments, using the USDOT DBE Office Online Reporting System.

### Part 26.11(c): Bidders List

The City will create and maintain a bidders list. The purpose of the list is to provide data as accurate as possible regarding the universe of DBE and non-DBE contractors and subcontractors who seek to work on the City's USDOT-assisted contracts, which will help the City to set its overall goal. The bidders list will include the names, addresses and/or phone numbers, DBE and non-DBE statuses, ages, and annual gross receipts of firms. The Bidders List Collection Form is attached as Attachment 5.

The City will collect this information by requesting each primary contractor awarded a contract to submit these details to the DBELO in writing within 14 days of contract award. The requirement to provide this information will be disseminated during bid solicitations and during pre-bid conferences.

### Records Retention and Reporting

The City is a non-certifying member of the State UCP and will maintain records documenting on-site review, etc. These records will be retained in accordance with all applicable record retention requirements of the Airport's financial assistance agreement. Other certification or compliance related records will be retained for a minimum of three (3) years, unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

### **Part 26.13: Federal Financial Assistance Agreement**

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

#### Part 26.13(a): Assurance

The City of Waterville shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or in the requirements of 49 CFR Part 26. The City shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The City's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 City 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.).

This language will appear in financial assistance agreements with subrecipients.

#### Part 26.13(b): Contract Assurance

The City will ensure that the following clause is placed in every USDOT-assisted contract and subcontract:

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 USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor from future bidding as non-responsible.

## **SUBPART B: ADMINISTRATIVE REQUIREMENTS FOR DBE PROGRAMS FOR FEDERALLY-ASSISTED CONTRACTING**

### **Part 26.21: DBE Program Updates**

The City 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 with a cumulative total value of FAA funds in excess of \$250,000 during a federal fiscal year. The City is not eligible to receive USDOT financial assistance unless USDOT has approved its DBE program and it is in compliance with it and this part. The City will continue to carry out its program until all funds from USDOT financial assistance have been expended. The City does not have to submit regular updates of its program, as long as it remains in compliance. However, the City will submit significant changes to the program, including those required by regulatory updates, for approval.

### **Part 26.23: Policy Statement**

The policy statement is elaborated on the first page of this program.

### **Part 26.25: DBELO**

The City of Waterville has designated the following individual as its DBELO:

Randy Marshall, Jr., Airport Manager  
City of Waterville  
Waterville City Hall  
1 Common Street  
Waterville, Maine 04901  
(207) 861-8013  
rmarshall@waterville-me.gov

The DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. A chart displaying the DBELO's position within the organization is found as Attachment 2.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO does not have any additional staff but has

the City's aviation consultant to assist in the administration of the program. The DBELO's duties and responsibilities include the following:

1. Gathering and reporting statistical data and other information as required by USDOT.
2. Reviewing third-party contracts and purchase requisitions for compliance with this program.
3. Ensuring that bid notices and requests for proposals are available to DBEs in a timely manner, identifying contracts and procurements so that DBE goals are included in solicitations (both race-neutral (RN) methods and contract specific goals), and monitoring results.
4. Analyzing the City's progress toward attainment and identifying ways to improve progress.
5. Participating in pre-bid meetings.
6. Advising the Mayor, the City Council, and the City Manager regarding DBE-related matters and achievements.
7. Determining contractor compliance with good faith efforts.
8. Providing DBEs with information and assistance in preparing bids, obtaining bonding, and obtaining insurance.
9. Planning and participating in DBE training seminars.
10. Maintaining the City's directory of certified DBEs.

#### **Part 26.27: DBE Financial Institutions**

The City will investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged persons and make reasonable efforts to use these institutions within state law. We will check the State UCP for information on available DBE financial institutions. This will be accomplished tri-annually.

The Maine Department of Transportation (MaineDOT) has identified one minority-owned financial institution in Maine, Four Directions Development Corporation, which provides, either directly, or in partnership with other Maine agencies, especially designed programs to ensure that tribal members of all four Maine tribes – the Penobscot, Passamaquoddy, Micmac, and Maliseet – are able to access and use capital resources effectively and efficiently.

#### **Part 26.29: Prompt Payment Mechanisms**

The City 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 City 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 it makes to the prime contractor.

The City 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. The City 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 its payment to the prime contractor.

The City will consider a subcontractor's work to be satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the City. When the City 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 USDOT-assisted contracts, and will be enforced by the Resident Project Representative (RPR). The City may be required to resolve disputes over the holding of certain funds or other issues 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 is assured that the payments to subcontractors have been made. Any delay or postponement of payment among parties may take place only for good cause, with prior written approval from the RPR. It will also be noted in the contract between the City 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 City 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 City includes one of the following clauses from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime contract:

Option 1: The City 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 City 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 City. When the City 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 City'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 City 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 City 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 City 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 City. When the City 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 City'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 City 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 City's payment to the Prime Contractor.

- a. From the total of the amount determined to be payable on a partial payment, no retainage will be deducted and retained by the City for protection of the City's interests. Unless otherwise instructed by the City, the amount retained by the City 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 City in accordance with Section 50-14. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the City 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 City 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 City. When the City 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 City'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 City 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 City will include the following clause in each USDOT-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 City. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors' 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 City. This clause applies to both DBE and non-DBE subcontractors.

### **Part 26.31: Directory**

The City is a non-certifying member of the Maine UCP and utilizes the MaineDOT's DBE/Women's Business Enterprise (WBE) Directory of Businesses, which identifies certified DBEs willing to perform as subcontractors on MaineDOT's federal aid projects. All DBE firms listed in the directory are certified as meeting the requirements as outlined in 49 CFR Part 26. This directory includes the DBE firm's name, address, phone number, e-mail address, website address, owner name, and types of work performed, along with other categories of information. The link to this directory can be found in Attachment 6.

Maintenance of this directory is the responsibility of the MaineDOT DBE Program Administrator.

### **Part 26.33: Overconcentration**

The City relies on MaineDOT, who has not determined an overconcentration in any areas. When evidence of overconcentration is found, MaineDOT will take specific remedial steps, which may include but are not limited to:

1. Reducing or eliminating contractual credit for contractors/consultants who utilize businesses in overconcentrated areas.
2. Providing some type of incentive/benefit to contractors/consultants who expand/initiate new contracting arrangements with DBEs in non-overconcentrated areas.
3. Conducting public relations or marketing campaigns to promote other business opportunities in the DBE program than those more traditionally known.

Current areas of possible overconcentration which are of concern include: landscaping, trucking, striping, flagging, and guardrail work.

MaineDOT may adjust the program in response to the level of utilization of non-DBE firms in any area MaineDOT determines as being overconcentrated. This is accomplished with the conducting of periodic reviews.

Contractors and consultants are encouraged to promote DBE relationships which reflect the array of businesses represented in MaineDOT's DBE/WBE Directory of Businesses.

### **Part 26.35: Business Development Programs**

The City has not established a business development program.

### **Part 26.37: Monitoring and Enforcement Mechanisms**

The City will use the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26:

1. The City will bring to the attention of USDOT any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or program fraud and civil penalties rules) provided in 49 CFR Part 26.107.
2. The City will consider similar action under its own legal authorities, including responsibility determinations in future contracts. Attachment 8 lists the regulation, provisions, and contract remedies available to the City in the event of non-compliance with the DBE regulation by a participant in its DBE program.
3. The City will also implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award is actually performed by the DBEs. This mechanism will provide a running tally of actual DBE attainments (i.e., payments actually made to DBE firms), including a means of comparing these attainments to commitments. This mechanism will include a written certification that the City has reviewed contracting records and monitored work sites for this purpose. (The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., closeout reviews for a contract). This will be accomplished by requiring that each prime contractor submit detailed payment data for each DBE, including copies of DBE invoices and payment records, including dates, amounts, check numbers, and other information deemed necessary to establish contract performance.
4. In its reports of DBE participation to USDOT, the City will show both commitments and attainments, as required by the USDOT Uniform Report of DBE Awards or Commitments and Payments.

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

The City 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 City or U.S. DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

The City 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 City 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 City 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 City 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 City 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 City/DBELO. If the affected subcontractor is not comfortable discussing with prime contractor directly and discussions with The City 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 City 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 City 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 City, 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.

### **Part 26.39: Fostering Small Business Participation**

The City has created an element to structure contracting requirements to facilitate competition among small business concerns and has taken 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. For clarification purposes, 49 CFR Part 26.5 states: "*Small business concern* means, with respect to firms seeking to participate as DBEs in USDOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b)." 13 CFR Part 121.402 defines what size standards are applicable to federal government contracting programs.

In compliance with this policy, the City's DBE program in regards to Section 26.39 (fostering small business participation) may include, but is not limited to, the following strategies:

1. Establishing an RN small business set-aside for prime contracts that exceed \$500,000 of grant funding awarded during the goal reporting period.
2. On prime contracts exceeding \$250,000 not having DBE contract goals, requiring the prime contractor to provide subcontracting opportunities of a size that small businesses, including DBEs, can reasonably perform, rather than self-performing all the work involved.
3. Identifying alternative acquisition strategies and structuring procurements to facilitate the ability of consortia or businesses, including DBEs, to compete for and perform prime contracts.
4. To meet the portion of the City's overall goal it projects to meet through RN measures, ensuring that a reasonable number of prime contracts are of a size that small businesses, including DBEs, can reasonably perform.

In order to actively implement the City's program element to foster small business participation and to comply with the requirement of good faith implementation of its DBE program, the City will require that the prime contractor(s) for construction work items and for professional services work items complete the form entitled *DBE/WBE and Small Business Participation Form*, located as Attachment 11 of this DBE program.

The special conditions of the contract will indicate the amount of small business participation as determined by the City.

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

#### **Part 26.43: Set-Asides or Quotas**

The City does not use quotas in any way in the administration of this DBE program.

## **Part 26.45: Overall Goal**

The City will establish a 3-year overall goal if it anticipates awarding prime contracts that will exceed \$250,000 in FAA funding in any reporting year that comprises this 3-year goal period. Goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If the City does not anticipate awarding more than \$250,000 in FAA funding annually during the 3-year reporting period, it will not develop an overall goal; however, the existing DBE program will remain in effect and the City will seek to fulfill the objectives outlined in 49 CFR Part 26.1. The City will submit its Overall Three-year DBE Goal to FAA by August 1st, as required. in the schedule established by the FAA: <https://www.faa.gov/about/dbe-and-acdbe-program-reporting-requirements-recipients>.

Step 1 is to determine the actual relative availability of DBEs within the market area and to develop a weighted base figure. This is done by reviewing the Maine UCP directory and the 2021 Census Bureau Database.

Step 2 is to adjust the weighted base figure from step 1 so that it reflects, as accurately as possible, the amount of DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study, and/or information on barriers to entry regarding past competitiveness of DBEs on projects.

A description of the methodology used to calculate the overall goal and the adjustments to the goal can be found as Attachment 3 to this program.

In establishing the overall goal, the City will consult with MaineDOT's Civil Rights Office, community organizations, and other officials or organizations to obtain information concerning the availability of DBEs and non-DBEs, the effects of discrimination on opportunities for DBEs, and the City's efforts to establish a level playing field for the participation of DBEs.

Following this consultation, the City will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection on the City's website for 30 calendar days following the date of the notice, and informing the public that the City and USDOT will accept comments on the goals for 30 calendar days from the date of the notice. The notice will be issued in general circulation media and available minority-focused media, trade publications, and/or websites. Normally, the City will issue this notice by June 1 of the reporting period of the goal. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.

The City's overall goal submission to USDOT and FAA will include a summary of information and comments received, if any, during this public participation process, and the City's responses.

The City will begin using its overall goal on October 1 of the reporting period, unless it has received other instructions from USDOT. If the City establishes a goal on a project basis, it will begin using its goal by the time of the first solicitation for a USDOT-assisted contract for a project.

Part 26.45(e): Project Goals

If permitted or required by the FAA Administrator, the City will express its overall goal as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like another overall goal, 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 part pertaining to the overall goal. 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 the City's regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

If the City establishes a goal on a project basis, it will begin using its goal by the time of the first solicitation for a USDOT-assisted contract for a project.

Part 26.45(f): Prior Operating Administration Concurrent

The City understands that it is not required to obtain prior operating administration concurrence with its 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 the goal is inadequate, the operating administration may, after consulting with the City, adjust its overall goal or require that the City do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the USDOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to 49 CFR Part 26.9.

Part 26.45(g)(1): Consultation and Publication

In establishing its overall goal, the City is required to provide for consultation and publication.

In establishing the overall goal, the City will consult with MaineDOT's Civil Rights Office, community organizations, and other officials or organizations to obtain information concerning the availability of DBEs and non-DBEs, the effects of discrimination on opportunities for DBEs, and the City's efforts to establish a level playing field for the participation of DBEs.

In addition, the following entities were notified of a teleconference being held on February 16, 2024:

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

Mid-Maine Chamber of Commerce  
50 Elm Street  
Waterville, Maine 04901

(207) 873-3315

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

Maine Department of Transportation Civil Rights  
#16 State House Station  
Augusta, Maine 04333-0016  
(207) 624-3056

Central Maine Growth Council  
50 Elm Street  
Waterville, Maine 04901  
(207) 680-7300

Following the consultation, the City will publish a notice in the *Morning Sentinel* (a local newspaper), as well as on its website, regarding the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the office of the Airport Manager for 30 days following the date of the notice, and informing the public that the City and USDOT will accept comments regarding the goal for 30 days from the date of the notice. The notice will include addresses to which comments may be sent and addresses where the proposal may be reviewed.

An example of a public notice can be found as Attachment 4 to this program.

The City's overall goal submission to USDOT will include a summary of information and comments received during this public participation process and its responses, if any. An adjustment, if necessary, will be made to the City's goal.

#### **Part 26.47: Failure to Meet Overall Goal**

The City will maintain an approved DBE program, an overall DBE goal, and if applicable, it will administer its DBE program in good faith to be considered to be in compliance with this part.

If the City's awards and commitments are less than the goal for that year, it will:

1. analyze the reasons for the difference; and
2. establish specific steps and milestones to fully meet the goal for the new fiscal year.
3. prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed above. We will retain a copy of analysis and corrective actions in records for a minimum of three years and make it available upon request.

The City will retain its analyses and corrective actions for three years and make them available to the FAA upon request.

## **Part 26.51: Overall Goals**

### Part 26.51(a-c): Breakout of Estimated RN and Race-Conscious Participation

The City will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation. It will do this by:

1. arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates participation by DBEs and other small businesses;
2. providing assistance in overcoming limitations such as inability to obtain bonding or financing; and
3. providing technical assistance and other services.

The breakout of estimated RN and race-conscious (RC) participation can be found as Attachment 3 to this program.

### Part 26.51(d-g): Contract Goals

The City 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 will make contracts more accessible to DBEs and other small businesses by means such as those identified in 49 CFR Part 26.39.

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

If the City's approved goal indicates that it can meet its entire overall goal in a particular year through RN means, the City will implement its program without setting contract goals during that year, unless it becomes necessary in order to meet its overall goal.

The City will establish contract goals only on those USDOT-assisted contracts that have subcontracting possibilities. It need not establish a contract goal on every such contract, and the size of contract goal 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 City will express a contract goal as a percentage of the total amount of a USDOT-assisted contract.

## **Part 26.53: Good Faith Efforts Procedures**

### Part 26.53(a, c): Demonstration of Good Faith Efforts

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 49 CFR Part 26.

The DBELO, is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible. The City will ensure that all information is complete and accurate and adequately documents the bidder's/offeror's good faith efforts before the City commits to the performance of the contract by the bidder/offeror.

#### Part 26.53(b): Information to be Submitted

The City treats bidder's/offeror's compliance with the requirements of good faith efforts as a matter of responsibility. Only the apparent successful bidder/offeror will be required to submit the DBE information.

Each solicitation for which a contract goal has been established will require the bidder/offeror to submit the following information within 5 business days of being notified that they are the successful bidder/offeror, but before the contract is executed:

1. The names and addresses of DBEs that will participate in the contract.
2. A description of the work that each DBE will perform.
3. The dollar amount of the participation of each DBE participating.
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal.
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment.
6. If the contract goal is not met, evidence of good faith efforts. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder/offeror when a non-DBE subcontractor was selected over a DBE subcontractor for work on the contract.

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 City.

#### Part 26.53(d): Administrative Reconsideration

Within 7 business days of being informed by the City that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidders/offerors should make this request in writing to the following reconsideration official: Stephen Daly, City Manager, City of Waterville, (207) 680-4204, citymanager@waterville-me.gov. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written

documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the City's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the bidder/offeror a written decision regarding reconsideration, explaining the basis for finding that the bidder/offeror 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 USDOT.

#### Part 26.53(f): Good Faith Efforts when a DBE is Replaced on a Contract

The City 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, to the extent needed to meet the contract goal. The City will require the prime contractor to notify the DBELO immediately of the DBE's inability or unwillingness to perform and to provide reasonable documentation.

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

The City 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, the City will require the prime contractor to obtain the City's 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.

The City will provide such written consent only if it agrees, for reasons stated in its concurrence document, that the prime contractor has good cause to terminate the DBE subcontractor. For purposes of this paragraph, good cause includes the following:

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, or 1200, or applicable state law.
6. The City has determined that the listed DBE subcontractor is not a responsible contractor.
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to the City written notice of its withdrawal.
8. The listed DBE subcontractor 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 subcontractor is unable to complete its work on the contract.
10. Other documented good cause that the City has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE subcontractor it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE subcontractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE subcontractor after contract award.

Before transmitting to the City 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 the City, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE subcontractor five (5) days to respond to the prime contractor's notice and to advise the City and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may demand 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, DBEs put forward by bidders/offerors in negotiated procurements.

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

The City will include in each prime contract the contract clause required by 49 CFR Part 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that the City deems appropriate if the prime contractor fails to comply with the requirements of this section.

If the prime contractor fails or refuses to comply within the time specified, the City 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 City may issue a termination for default proceeding.

### Sample Bid Specification

The requirements of 49 CFR Part 26, Regulations of the United States Department of Transportation, apply to this contract. It is the policy of the City of Waterville 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 Disadvantaged Business Enterprise (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 of 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

### **Part 26.55: Counting DBE Participation**

The City will count DBE participation toward overall and contract goals as provided in 49 CFR Part 26.55. It will not count the participation of a DBE subcontractor 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 at the time of the execution of the contract, the City will not count the firm's participation toward any DBE goals.

Pursuant to Sec. 150 of the FA Reauthorization Act of 2018, DBE firms certified that exceed the business size standard will remain eligible for DBE credit for work in that category as long as they do not exceed the small business size standard in that category, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

## **SUBPART D: CERTIFICATION STANDARDS**

### **Parts 26.61-26.73: Certification Process**

The City is a non-certifying member of the Maine UCP and will rely on MaineDOT, who uses the certification standards of Subpart D of 49 CFR Part 26 to determine the eligibility of firms to participate as DBEs in USDOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. For information about the certification process or to apply for certification, firms should contact:

**Maine Department of Transportation**

Civil Rights Office

Attn: Mary Bryant

16 State House Station

Augusta, Maine 04333-0016

(207) 624-3056

[Mary.bryant@maine.gov](mailto:Mary.bryant@maine.gov)

Certification application forms and documentation requirements are found as Attachment 9 to this program.

**SUBPART E: CERTIFICATION PROCEDURES**

**Part 26.81: Unified Certification Program**

MaineDOT is the certifying agency for all USDOT recipients in Maine for the DBE program, which was approved by USDOT in 2000. All recipients are required to have signed the Unified Certification Program (UCP) agreement in order to participate in USDOT-assisted programs. MaineDOT has a list of all participating recipients and has signed copies of agreements on file.

**SUBPART F: COMPLIANCE AND ENFORCEMENT**

**Section 26.101 Compliance Procedures Applicable**

The City understands that if it fails to comply with any requirement of this part, the City 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.

**Part 26.109: Information, Confidentiality, and Cooperation**

The City will protect against disclosure of information to third parties that may be reasonably regarded as confidential business information, consistent with federal, state, and local law.

Notwithstanding any provision of federal or state law, the City 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. This includes applications for DBE certification and supporting information. However, the City is required to transmit this information to USDOT in any certification appeal proceeding under 49 CFR Part 26.89, or to any other state to which a firm has applied for certification under 49 CFR Part 26.85.

All participants in the Department's DBE program (including, but not limited to, 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 City 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 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 City, 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.

### Attachments

- Attachment 1 Regulations: 49 CFR Part 26
- Attachment 2 City of Waterville Organizational Chart
- Attachment 3 Overall DBE 3-Year Goal Methodology: 49 CFR Part 26.45
- Attachment 4 Public Notice Example
- Attachment 5 Bidders List Collection Form
- Attachment 6 MaineDOT DBE/WBE Directory
- Attachment 7 Good Faith Efforts and Other Form
- Attachment 8 DBE Monitoring and Enforcement Mechanisms
- Attachment 9 USDOT DBE Certification Application Form
- Attachment 10 State of Maine UCP Agreement
- Attachment 11 Small Business Element

**ATTACHMENT 1**

**REGULATIONS: 49 CFR PART 26**

49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*, can be viewed at the following link:

[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**

**CITY OF WATERVILLE ORGANIZATIONAL CHART**



**ATTACHMENT 3**

**OVERALL DBE 3-YEAR GOAL METHODOLOGY: 49 CFR PART 26.45**

**Name of Recipient:** City of Waterville (on behalf of Waterville – Robert LaFleur Airport)

**Goal Period:** Fiscal Years 2024, 2025, and 2026: October 1, 2023 through September 30, 2026

**USDOT-Assisted Contract Amounts (FAA 90% Share Listed):**

Fiscal Year 1 (2024):	\$ 227,165
Fiscal Year 2 (2025):	\$ 0
Fiscal Year 3 (2026):	<u>\$ 832,500</u>
<b>Total</b>	<b>\$1,059,665</b>

**DBE 3-Year Overall Goal:** 0.5%

**Total Dollar Amount to be Expended on DBEs:** \$5,298

**Number and Type of Projects that the City Anticipates Awarding:**

Fiscal Year 1 (2024) - Crack Seal Repair and Remarking - \$227,165  
Fiscal Year 2 (2025) - None  
Fiscal Year 3 (2026) - Project #1-North Apron – Design and Construction - \$450,000  
Project #2-North Apron – Construction - \$362,500

**Market Area:**

The City defines the region of the State of Maine as its market area.

## Step 1 – Actual Relative Availability of DBEs

### Goal Calculation:

Waterville Robert LaFleur Airport							
Fiscal Year #1 - FY 2024 -							
Contract Name	Trade Description	NAICS Description	Trade (\$)	Census	Directory	DBE (%) (= G/F)	DBE (\$) (= E x H)
Crack Seal Repair and Remarking	Engineering	541330	\$ 75,000.00	304	5	1.6%	\$ 1,200
	Site Preparation	238910	\$ 68,605.00	580	1	0.2%	\$ 137
	Paving	238990	\$ 20,520.00	202	1	0.5%	\$ 103
	Pavement Marking	237310	\$ 63,040.00	67	1	1.5%	\$ 946
		<b>FY 2024 Total</b>	<b>\$ 227,165.00</b>			<b>1.1%</b>	<b>\$ 2,385.41</b>
Fiscal Year #2 - FY 2025 -							
		<b>FY 2025 Total</b>	<b>\$ -</b>			<b>0.0%</b>	<b>\$ -</b>
Fiscal Year #3 - FY 2026 -							
Contract Name	Trade Description	NAICS Description	Trade (\$)	Census	Directory	DBE (%) (= G/F)	DBE (\$) (= E x H)
North Apron - Design and Construction	Engineering	541330	\$ 35,000.00	304	5	1.6%	\$ 560
	Surveying	541370	\$ 25,000.00	87	0	0.0%	\$ -
	Geotechnical	541380	\$ 25,000.00	36	0	0.0%	\$ -
	Site Preparation	238910	\$ 20,000.00	580	1	0.2%	\$ 40
	Trucking	484220	\$ 25,000.00	297	0	0.0%	\$ -
	Paving	238990	\$ 95,000.00	202	1	0.5%	\$ 475
	Tree Cutting	561730	\$ 20,000.00	953	1	0.1%	\$ 20
	Electrical	238210	\$ 150,000.00	622	1	0.2%	\$ 300
	Concrete	238110	\$ 45,000.00	161	1	0.6%	\$ 270
	Pavement Marking	237310	\$ 10,000.00	67	1	1.5%	\$ 150
	Drainage	237990	\$ 20,000.00	49	0	0.0%	\$ -
	<b>Project #1</b>		<b>Total</b>	<b>\$ 470,000.00</b>			
North Apron - Construction	Engineering	541330	\$ 30,000.00	304	5	1.6%	\$ 480
	Surveying	541370	\$ 20,000.00	87	0	0.0%	\$ -
	Geotechnical	541380	\$ 20,000.00	36	0	0.0%	\$ -
	Site Preparation	238910	\$ 17,000.00	580	1	0.2%	\$ 34
	Trucking	484220	\$ 17,000.00	297	0	0.0%	\$ -
	Paving	238990	\$ 70,000.00	202	1	0.5%	\$ 350
	Tree Cutting	561730	\$ 12,000.00	953	1	0.1%	\$ 12
	Electrical	238210	\$ 120,000.00	622	1	0.2%	\$ 240
	Concrete	238110	\$ 40,000.00	161	1	0.6%	\$ 240
	Pavement Marking	237310	\$ 6,500.00	67	1	1.5%	\$ 98
Drainage	237990	\$ 10,000.00	49	0	0.0%	\$ -	
<b>Project #2</b>		<b>Total</b>	<b>\$ 362,500.00</b>				<b>\$ 1,454</b>
		<b>FY 2026 Total</b>	<b>\$ 832,500.00</b>			<b>0.4%</b>	<b>\$ 3,269</b>
<b>Summary</b>							
Project					<b>Project Breakdown</b>	<b>DBE %</b>	
FFY 2024			\$	227,165		1.1%	
FFY 2025			\$	-		0.0%	
FFY 2026			\$	832,500		0.4%	
TOTALS:			\$	1,059,665		0.5%	

**Past History Participation**

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

FY	Total AIP Grant \$ Amount	DBE Goals			Accomplishments			Type of work
		RC	RN	Total	RC	RN	Total	
FY 2020	\$ 298,915	0%	5.0%	5.0%	0%	10.4%	10.4%	Construction
FY 2021	\$4,648,300	0%	2.4%	2.4%	0%	0%	0%	Construction
FY 2022	\$300,000	0%	2.4%	2.4%	0%	1.2%	1.2%	Planning
Total	\$5,247,215							

Our proposed overall three-year goal accomplishment will be reflected as a median: 1.2%

**Step 2 of the Analysis (adjustment to the weighted base figure to make it more precise):**

After calculating a weighted base figure for the relative availability of DBEs, evidence was examined to determine what adjustment, if any, was needed to be made to the weighted base figure in order to yield an overall goal. Historically, obtaining DBE participation has been challenging despite the good faith efforts being conducted. The Airport is adopting the Step 1 base figure of 0.5%.

There are no applicable disparity studies for the market area or any recent legal case information available from MaineDOT office to show any evidence of barriers to entry or to the competitiveness of DBEs within the market area.

The Airport 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 (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
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

6. Advertising potential contracts in the Massachusetts State Central Register, which is an industry periodical that is available to DBE's to make them aware of work opportunities.

The City estimates that in meeting its overall goal of 0.5%, it will obtain 0.5% from RN participation and 0.0% through RC measures. If the City fails to meet the goal in its initial projects, they will consider switching to RC means in future years.

The City will not attempt to adjust the overall goal based upon the accomplishments (or lack thereof) of its DBE program. The City is increasing its advocacy for DBEs on each federally-funded contract and will provide assistance in locating DBEs for prime contractors. The City does not have data to compare the effect of the program to the results it would obtain in the absence of the program. Thus, it does not possess a logical way to make any further adjustments.

## **ATTACHMENT 4**

### **PUBLIC NOTICE EXAMPLE**

The City of Waterville hereby announces its fiscal year 2024, 2025, and 2026 goal of 0.5% for Disadvantaged Business Enterprise (DBE) projects for Waterville – Robert LaFleur Airport. The proposed goal and its rationale are available for inspection on the City of Waterville’s website at <https://www.waterville-me.gov/airport/> or in the office of Airport Manager, between 10:00 a.m. and 2:00 p.m., Monday through Friday, at the Airport Manager’s Office at Waterville – Robert LaFleur Airport, 2 LaFleur Rd. Waterville, Maine 04901 (Please call 207-861-8013 to confirm availability) for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for 30 days from the date of this publication and can be sent to the following: Randy Marshall, Jr., Airport Manager, Waterville City Hall, 1 Common Street, Waterville, Maine 04901, (207) 861-8013 or via email at [rmarshall@waterville-me.gov](mailto:rmarshall@waterville-me.gov).

**ATTACHMENT 5**

**BIDDERS LIST COLLECTION FORM**

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

Firm Name	Firm Address/ Phone #	DBE or Non-DBE Status  (verify via State's UCP Directory)	Age of Firm	Annual Gross Receipts
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million
			<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1- 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1 million <input type="checkbox"/> \$1-2 million <input type="checkbox"/> \$2-5 million <input type="checkbox"/> Greater than \$5 million

## **ATTACHMENT 6**

### **MAINEDOT DBE/WBE DIRECTORY**

MaineDOT's DBE/WBE Directory of Businesses can be downloaded from the following link:

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

**ATTACHMENT 7**

**GOOD FAITH EFFORTS AND OTHER FORM**

**FEDERAL AVIATION ADMINISTRATION**

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AND SMALL BUSINESS UTILIZATION  
RACE-NEUTRAL PROJECTS**

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.
- The Bidder/Offeror is committed to a minimum of \_\_\_\_\_% **Small Business** utilization on this Contract (Include Small Businesses that are also DBE's in this percentage as well as Small Businesses that are not DBE's).

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

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

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

**DBE / Small Business Subcontractor / Supplier**

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     Firm is a Supplier.

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

**FEDERAL AVIATION ADMINISTRATION**

**PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE)  
AND SMALL BUSINESS UTILIZATION  
RACE-NEUTRAL PROJECTS**

**DBE / Small Business Subcontractor / Supplier**

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

DBE     Small Business (Check One)

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

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

Letter of Intent attached       Firm is a Supplier.

**DBE / Small Business Subcontractor / Supplier**

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

DBE     Small Business (Check One)

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

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

Letter of Intent attached       Firm is a Supplier.

**DBE / Small Business Subcontractor / Supplier**

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

DBE     Small Business (Check One)

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

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

Letter of Intent attached       Firm is a Supplier.

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

**PRIME CONTRACTOR  
DBE / SMALL 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: \_\_\_\_\_

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

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**SUBCONTRACTOR / SUPPLIER  
DBE / SMALL 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: \_\_\_\_\_

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

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**SUBCONTRACTOR / SUPPLIER  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND  
SMALL BUSINESS  
LETTER OF INTENT**

(To be filled out by the Contractor and the Subcontractor / Supplier and submitted within  
36 hours of the bid opening by the two 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 MJ-206 or MJ-207 is attached (required)**

- The undersigned DBE or Small Business 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

- 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)
- 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 / Small Business:</b>				
<b>Total Project Bid Amount:</b>				
<b>Percent of DBE / Small Business:</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 or Small Business, the Prime Contractor should fill out and submit a copy of this form listing themselves as the Prime Contractor and the Subcontractor / Supplier.

SUBCONTRACTOR / SUPPLIER  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND  
SMALL BUSINESS  
PROJECT EXPENDITURE REPORT

(To be filled out by the Contractor and the Subcontractor / Supplier and submitted with each Periodic Cost Estimate)

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)

Contract Item No.	Description of Work Performed by Subcontractor / Supplier	Estimated Quantity	Unit Price	Item Amount
Total amount requested by Subcontractor / Supplier this Invoice:				
Total amount previously requested by Subcontractor / Supplier:				
Total amount requested by Subcontractor / Supplier to date:				

(Attach additional sheets if needed)

SUBCONTRACTOR / SUPPLIER  
DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND  
SMALL BUSINESS  
PROJECT EXPENDITURE REPORT

The undersigned certifies that the Subcontractor / Supplier has successfully completed the above referenced work associated with this project and further assures that the Subcontractor / Supplier will be paid in full for the amount indicated above for said services in accordance with the Contract Documents.

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 or Small Business, the Prime Contractor should fill out and submit a copy of this form listing themselves as the Prime Contractor and the Subcontractor / Supplier.

## CHANGE OF SUBCONTRACTORS/SUPPLIERS

### SUBCONTRACTOR / SUPPLIER INFORMATION:

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

The above-named firm requests approval of the following addition(s) and/or deletion(s) of the Subcontractor/Supplier firm(s) to the approved Disadvantaged Business Enterprise (DBE) Utilization (Form MJ-205) and Letter of Intent (Form MJ-215) as originally submitted as part of the above referenced contract. **No additional and/or substitute subcontractor/supplier shall begin work on the project until contractor receives written approval by the Airport.**

Please list the following information on Firm(s) that you wish to discontinue using:

Name of Firm	Is Firm a Subcontractor, Supplier, or Joint-Venture Partner	Description of Work to be Performed by Firm	Is Firm DBE Certified in ME? (Yes or No)	Total Dollar Amount to be Performed by Firm

Reason(s) for removing each firm listed above: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please list the following information on Firm(s) that you wish to add or substitute:

Name of Firm	Is Firm a Subcontractor, Supplier, or Joint-Venture Partner	Description of Work to be Performed by Firm	Is Firm DBE Certified in ME? (Yes or No)	Total Dollar Amount to be Performed by Firm

Please include a copy of Form MJ-207 for each firm added.

**No additional and/or substitute subcontractor/supplier shall begin work at the Airport until Contractor receives written approval by the Airport.**

1. If a DBE Subcontractor/Supplier/Partner was deleted/terminated/replaced, was it replaced with another DBE Firm? Yes \_\_\_\_ No \_\_\_\_ If not, why not:

\_\_\_\_\_

2. If another DBE Firm did not replace the DBE Firm, please submit for our review the good faith efforts used to find another DBE to perform at least the same amount of work under the contract as the DBE that was deleted/terminated/replaced.

3. If a Subcontractor/Supplier is added at any time during this project, Contractor shall submit for Owner review and approval the good faith efforts used to find a DBE to perform such work.

**AFFIRMATION**

*THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF, I FURTHER UNDERSTAND AND AGREE THAT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.*

Name & Title of Authorized Official:

Signature:

Approved: \_\_\_\_\_ Denied \_\_\_\_\_

## **ATTACHMENT 8**

### **DBE MONITORING AND ENFORCEMENT MECHANISMS**

The City of Waterville has available remedies to enforce the DBE requirements contained in its contracts, which include, but not limited to, the following:

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

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 U.S.C. 1001.

## ATTACHMENT 9

### USDOT DBE CERTIFICATION APPLICATION FORM

USDOT'S DBE certification application can be downloaded from the following link:

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

**ATTACHMENT 10**  
**STATE OF MAINE UCP AGREEMENT**

**On file with Maine DOT**

## ATTACHMENT 11

### SMALL BUSINESS ELEMENT

#### Objective (49 CFR Part 26.39):

Recognizing that the DBE program goals should be met through a mixture of RC and RN methods and that DBEs are small businesses, the City has created a small business element within its current DBE program in accordance with applicable law. The City is including this element to facilitate competition by and expand opportunities for small businesses. The City is committed to taking all reasonable steps to eliminate obstacles to small businesses that may preclude their participation in procurements as prime contractors or as subcontractors. The City will meet its objectives using a combination of the following methods and strategies:

1. Set-asides: where feasible, the City will establish a RN small business *set-aside* on prime contracts that are 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 City 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 the 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 City 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 City and the consulting engineer will encourage prime contractors to utilize the Bid Express/Small Business Network (SBN) platform administered by the MaineDOT's Office of Civil Rights. Bid Express is an internet-based service that provides for the electronic submission of bids by contractors. SBN is part of Bid Express' basic service and allows prime contractors to solicit subcontractors. SBN also 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. SBN is helpful in bringing prime contractors and small businesses, as well as DBE firms, together to meet the specific requirements of a project. SBN 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 contacting Rebecca Snowden at (207) 624-3515.

## 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 SBA regulations implementing it (13 CFR Part 121).
2. Disadvantaged Business Enterprise (DBE): a *DBE* is a for-profit small business, as defined by the SBA, and is also one:
  - 2.1. 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;
  - 2.2. whose socially and economically disadvantaged owners do not exceed the personal net worth listed in 49 CFR Part 26.67(2)(i), which is \$1.32 million;
  - 2.3. whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
  - 2.4. has been certified as a DBE by the MaineDOT UCP in accordance with 49 CFR Part 26.

For the purposes of the small business element of the City'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 RN DBE participation. **Only DBE-certified firms will be counted towards DBE RN participation on FAA-assisted contracts.**

## Certification and Verification Procedures:

The City will accept the following certifications for participation in the small business element of its DBE program:

1. MaineDOT DBE Certification
2. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124)

## Assurances:

The City 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.
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.