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I. POLICY STATEMENT AND PROGRAM OBJECTIVES


The Sonoma County Department of Transportation and Public Works, Charles M. Schulz-Sonoma County Airport (hereinafter referred to as “Airport”) is a recipient of U.S. Department of Transportation (U.S. DOT) Federal Assistance funds through the Federal Aviation Administration (FAA). As a condition of receiving this assistance the Airport has developed a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation, Title 49, Code of Federal Regulations (CFR), Part 26 “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

In accordance with the U.S DOT’s DBE Program, the goal of the Airport’s DBE Program is to ensure that minority-owned, women-owned, and other disadvantaged small businesses can fairly compete for contracts and subcontracts financed in whole, or in part, with U.S. DOT funds.

Pursuant to the intent of the U.S. DOT’s DBE Program regulations, the Airport is firmly committed to its DBE Program objectives, which are designed to:

1. Ensure non-discrimination in the award and administration of the Airport’s U.S. DOT-assisted contracts and subcontracts.
2. Create a level playing field by which DBEs can fairly compete for and perform in Airport U.S. DOT-assisted contracts.
3. Ensure that the Airport DBE Program is narrowly tailored in accordance with applicable law and current legal standards, including the Ninth Circuit Ruling in Western States Paving vs. Washington State Department of Transportation.
4. Ensure that only firms meeting 49 CFR Part 26 eligibility standards are permitted to participate as DBEs.
5. Help remove procurement and contracting barriers, which impede DBE participation in Airport U.S. DOT-assisted contracts.
6. Monitor and enforce contractor compliance in meeting established goal objectives and program requirements.
7. Assist DBEs and small businesses to increase their ability to compete successfully in the marketplace.
8. Ensure Airport contractors and subcontractors take all necessary and reasonable steps to comply with these policy objectives.

As evidence of the Airport’s commitment to pursue these policy objectives, the Airport DBE Department Analyst has been designated, as the DBE Liaison Officer (DBELO). In this capacity the DBE Department Analyst is responsible for implementing all aspects of the DBE program, however all Airport staff share in the responsibility for making the Airport’s DBE Program a success and shall give their full cooperation to the DBELO in the implementation of this Policy. The DBELO has direct access to the Transportation & Public Works Director for DBE-related matters.

1 https://www.ecfr.gov/cgi-bin/textidx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl
Implementation of the DBE Program is afforded the same priority as compliance with all other legal obligations incurred by the Airport in its financial assistance agreements with U.S. DOT. It is the expectation of the Transportation & Public Works Director that all Airport personnel shall adhere to the full spirit and intent of the DBE Program in pursuing all DBE requirements, accordingly.

This policy is posted at the Transportation & Public Works Department website and is available to the public and to the DBE and non-DBE business communities that perform or are interested in performing work on Airport contracts. Questions regarding Airport’s DBE Program should be addressed to the DBELO.

In response to requirements set forth under 49 CFR Part 26; “Participation of Disadvantaged Business Enterprises in U.S. Department of Transportation Programs,” effective March 4, 1999, and subsequently issued U. S. DOT Directives and Final Rules, the Airport will ensure DOT-assisted contracting and procurement processes promote equity in access, consideration and opportunity for DBEs and other small businesses.

Johannes J. Hoevertsz  
Director of Sonoma County Department of Transportation and Public Works

3-8-2022  
Date
B. **Applicability (§26.3, §26.21)**

The Airport is a recipient of federal airport funds and as a direct recipient of federal funds from U.S. DOT, and as a condition of federal financial assistance, the Airport is required to submit for approval to the U.S. DOT Operating Administration from which it receives the majority of its federal funding, a DBE Program developed in accordance with federal regulations published under 49 CFR Part 26 and subsequent guidance. This DBE Program sets forth the policies and procedures to be implemented by the Airport to ensure that DBEs have an equitable opportunity to participate in the Airport’s U.S. DOT-assisted contracting opportunities.

In direct response to these regulatory requirements, the Airport hereby establishes a DBE Program, which will:

1. Comply with federal regulations and financial assistance agreements.
2. Meet legal standards for narrow-tailoring requirements.
3. Ensure non-discrimination in the award of U.S. DOT-assisted contracts.
4. Reaffirm the commitment to fairness and the principles of equal opportunity.

In conformance with 49 CFR Part 26, the Airport will continue to carry out its DBE Program until all U.S. DOT funds have been expended. The Airport will advise all applicable U.S. DOT Operating Administrations of any significant updates and/or changes to this DBE Program.

In the event of any conflicts or inconsistencies between the DBE Program Regulations, 49 CFR Part 26, and the Airport’s DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

C. **Definition of Terms (§26.5)**

All terms used in this DBE Program shall have the meaning set forth in 49 CFR Part 26.

D. **Non-Discrimination Requirements (§26.7)**

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

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

Through such efforts, the Airport will ensure that its contracting and procurement-related processes promote equity in access, consideration, and opportunity for DBEs in response to the requirements set forth under Title 49 CFR, Part 26: “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.”

E. **Reporting to U.S. DOT (§26.11)**

The Airport maintains a detailed recordkeeping system which identifies U.S. DOT-assisted contract awards and tracks prime contractors’ progress in achieving DBE goal commitments throughout the performance of the contract. The Airport verifies payments made to DBEs and keeps record of actual DBE attainments.
Any areas of identified non-compliance are subject to administrative sanctions against the contractor as outlined in this manual.

The Airport’s records serve to document all information, for each U.S. DOT-assisted contract, needed to comply with U.S. DOT regulations. Records will include, but will not be limited to, the following information:

- Contract funding source(s).
- Contract title and number.
- Type of contract (e.g., construction, professional services, material supplies, TVM, or other).
- DBE contract goal, if applicable, and methodology used in establishing the goal.
- Prime contractor name, address, and primary contact.
- DBE commitment (percentage and dollar value of contract allocated to DBEs).
- Good Faith Effort (GFE) analysis and evaluation results, if applicable.
- Name, certification status (DBE or non-DBE) and subcontract dollar value for each listed subcontractor.
- DBE status, gender, ethnicity, and dollar value of participation for each listed DBE.
- Type of work performed by each listed DBE (i.e., subcontractor, regular dealer/supplier, broker, manufacturer, trucking company, etc.).
- Copy of current certification for each listed DBE or CUCP website printout.
- Tally of DBE utilization throughout the life of the contract, including final DBE utilization reported at contract close-out.
- Field observation/on-site interview forms.
- Report measuring DBE commitment percentage and dollar amount vs. actual attainment.
- Certification by the Airport, attesting to having monitored contractor compliance, documentation submittal requirements, and on-site performance.
- Outreach efforts made by the Airport to inform DBEs of the contracting opportunity and inform prime bidders/proposers of DBE availability and interest in the contract.

Annual Uniform Reports

The Airport’s DBELO or designee shall submit for FAA review and approval, an annual Uniform Report of DBE Awards or Commitments and Payments (Attachment B). In conformance with FAA direction, the Airport will submit reports through FAA Civil Rights Connect by December 1 of each Federal Fiscal Year. The reports shall list the dollar value of DBE participation for U.S. DOT-assisted contracts and subcontracts awarded and closed and shall demonstrate the Airport’s progress toward reaching the FAA-approved overall/triennial DBE goal. All dollar amounts reported will reflect the federal share of such contracts. The report will identify the dollar amount awarded to certified DBEs through the use of race conscious methods and race neutral methods.

Pursuant to DBE Program regulations effective November 3, 2014, the Airport will also report DBE participation and payments on ongoing contracts.

Upon request, the Airport will compile and submit ad-hoc DBE contract award and progress reports for U.S. DOT-assisted projects. Furthermore, the Airport will continue to provide reports relative to the
F. **Bidders List (§26.11c)**

The Airport has developed and maintains a Bidders List consisting of all firms bidding on prime contracts, and bidding or quoting on subcontracts on Airport U.S. DOT-assisted projects/contracts. All U.S. DOT-assisted contracts include a contract clause requiring all prime bidders/proposers to submit a completed Bidders List to the Airport for their firm and for all firms (DBE and non-DBE) that submitted a bid, proposal or quote to the prime bidder/proposer, including firms who were contracted by the prime bidder. The Bidders List shall, at a minimum, contain the following information for each firm:

- Firm name
- DBE certification status
- Address
- Phone #
- Email
- Age
- Contract amount
- Contact name and title
- Type of product/service provided
- Range of annual gross receipts

The Airport will use this information to assist in establishing the Airport’s market area and as a resource in the Airport’s DBE goal-setting process.


The Airport has signed the following assurances as a condition of financial assistance agreements with the U.S. DOT, and which is hereby made applicable to all Airport U.S. DOT-assisted contracts:

**Non-Discrimination Assurance (§26.13a):**

This language will appear in financial assistance agreements with sub-recipients:

“The Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. THE AIRPORT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of U.S. DOT-assisted contracts. The Airport DBE Program, as required by 49 CFR Part 26 and as approved by U.S. 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 Airport of its failure to carry out its approved program, the Department may impose sanctions as provided 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 Clause (§26.13b)
The Airport will ensure that the following clause is placed in every U.S. DOT-assisted contract and subcontract:

“The Contractor, Airport or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by 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 Airport 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/proposing as non-responsible.

Contractor agrees to include these requirements in all subcontracts at any tier.”

II. ADMINISTRATIVE REQUIREMENTS

A. DBE Program Updates (§26.21)
As a recipient of more than $250,000 of U.S. DOT financial assistance over a Federal Fiscal Year and pursuant to 49 CFR §26.21, the Airport shall continue to implement the DBE Program unless and until all funds from U.S. DOT financial assistance have been expended.

The Airport will regularly review directives issued by U.S. DOT and update its DBE Program as necessary to fully comply with the intent of the US DOT’s DBE Program. The Airport will promptly advise all applicable U.S. DOT Operating Administrations, of any significant updates and/or changes to the Airport’s DBE Program.

B. Policy Statement (§26.23)
The Policy Statement is elaborated on the first page of this program document.

C. DBE Liaison Officer (§26.25)
The Airport has designated the DBE Department Analyst to serve as the DBELO with responsibility for the implementation all aspects of the Airport’s DBE Program and ensuring that the Airport complies with all provisions of 49 CFR Part 26. The DBELO has direct, independent access to the Transportation & Public Works Director concerning DBE Program matters (Refer to Attachment A, “DBE Program Organizational Chart”). The DBELO is responsible for developing, implementing, and monitoring the DBE Program, in coordination with other appropriate officials. The DBELO is supported by a dedicated support staff of two and a DBE consultant. The DBELO will work closely with support staff and the management staff of both the Transit and the Capital Services Departments to ensure the DBE Program is implemented uniformly and that all pertinent DBE information is captured within the Airport’s reports the FAA. Contact information for the Airport’s DBELO is as follows:

Adam Borovkoff
DBE Department Analyst
Charles M. Schulz-Sonoma County Airport

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The DBELO’s and/or designee’s duties include, but are not limited to, the following activities:

- Analyze and revise DBE Program policies and procedures as necessary.
- Submit updates to the U.S. DOT, regarding any significant changes to the Airport’s DBE Program.
- Work with Airport departments to perform goal-setting analysis, establish methodology, and calculate overall triennial DBE goals.
- Facilitate public participation in the overall goal-setting process.
- Conduct an annual review of the Airport’s overall DBE goal; adjust and/or re-calculate the goal as necessary and submit to the FAA.
- Review triennial/overall DBE goal commitments at the end of each Federal Fiscal Year (FFY); analyze any goal shortfall(s); provide to the FAA (within 90 days after FFY end) a written analysis of why the overall goal was not achieved, as well as a written plan for corrective actions that the Airport will take to remedy the goal shortfall.
- Conduct and coordinate outreach efforts to DBEs and small businesses to provide information regarding contracting opportunities with the Airport; utilize the assistance of minority and women business associations, small business development centers, industry/trade organizations, vendor fairs, workshops and minority-focused publications to assist with outreach efforts.
- Coordinate public information and communication programs regarding contracting opportunities ensuring bid notices and requests for proposals are made available to DBEs in a timely manner.
- Participate in the development of DBE information to be presented at pre-bid/pre-proposal meetings for purposes of reviewing DBE solicitation and contract requirements with potential bidders and/or offerors.
- Ensure that solicitation documents and contract templates include all relevant DBE Program elements, contractor documentation submittal requirements, and required contract provisions.
- Work with the Airport’s contracting/procurement staff to ensure they consistently arrange solicitations, present bid/ proposal requirements, and determine required quantities, specifications, and proposal delivery schedules to facilitate a level playing field for DBEs.
- Work with the Airport’s contracting/procurement staff to remove, where feasible, barriers which may limit DBE participation, by ensuring that Invitations for Bids (IFBs) and Requests for Proposals (RFPs) do not contain unduly restrictive requirements; ensure that sufficient time is allowed during the pre-bid phase for DBEs to schedule attendance at pre-bid/pre-proposal meetings and for non-DBEs to perform adequate good faith efforts established.
- Maintain a Bidders List of firms that submit a bid, quote, or proposal for participation on a Airport contract; ensure that the Bidder List contains all information required by 49 CFR §26.11.
• Ensure Good Faith Efforts are reviewed for responsiveness when bids/proposals do not meet DBE contract goals.
• Develop and implement technical assistance programs for DBEs, including resources and referrals to supportive services.
• Investigate services and resources offered by banks and/or financial institutions owned and controlled by socially and economically disadvantaged individuals.
• Ensure that any DBE subcontractor terminations by the prime Contractor are for “good cause” only, and that any such terminations receive prior written approval by the Airport.
• Monitor and enforce contractor compliance with all DBE Program provisions including goal commitments, documentation submittal requirements, reporting requirements, prompt payment to subcontractors, and DBE utilization requirements; impose administrative sanctions and/or monetary penalties for contractor’s willful non-compliance.
• Ensure procedures are in place that require upon completion of each contract on which DBEs were utilized a written affidavit attesting to monitoring and verification of contractor compliance with all DBE Program provisions.
• Maintain all necessary documentation to verify performance of activities included in the DBE Program.
• Provide timely DBE reports to the FAA, including the annual Uniform Report of DBE Awards or Commitments and Payments.
• Implement provisions to facilitate participation of small businesses on U.S. DOT-assisted contracts.
• Advise the governing body on DBE matters and achievements.

D. **DBE Financial Institutions (§26.27)**
It is the policy of the Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to utilize these institutions, as available, and to encourage prime contractors on the Airport’s U.S. DOT-assisted contracts to make use the services of minority and women-owned financial institutions identified from listings posted at the Website of the Financial Management Service, US Department of the Treasury, Minority Bank Deposit Program. The Internet address of this website is [http://www.fms.treas.gov/mbdp](http://www.fms.treas.gov/mbdp).

E. **Prompt Payment Provisions (§26.29)**
The DBE Program found at 49 CFR Part 26 requires that any delay or postponement of payment over 30 days may take place only for good cause and with the Airport’s prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.
Subcontractor Payments
The Airport has adopted a prompt payment provision on all U.S. DOT-assisted contracts to facilitate timely payment to all subcontractors in accordance with regulatory mandates. Pursuant to 49 CFR Part 26.29, the Airport will include the following clause in each U.S. DOT-assisted contract:

“Contractor agrees to pay each subcontractor under this Contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment Contractor receives from the Airport. Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the Agreement work by the Airport. Any delay or postponement of payment from the above referenced time frame may take place only for good cause and with the Airport’s prior written approval.”

Contractors on federally-funded projects shall incorporate this clause verbatim, set forth above, in all subcontracts, broker, dealer, vendor, supplier, purchase order or other source agreements issued to both DBE and non-DBE firms.

Any violation of the provisions listed above shall subject the violating contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to contractor or subcontractor in the event of a dispute involving late payment or nonpayment by contractor; deficient subcontractor performance and/or noncompliance by a subcontractor.

Failure to comply with this provision without prior approval from the Airport will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that full payment is not made.

Retention Payments
Pursuant to §26.29 “Prompt Payment Provisions” (DBE Final Rule), the Airport has selected the following method to comply with the prompt payment of retainage requirement:

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

Any delay or postponement of payment from the above referenced time frames may take place only for good cause and with the Airport’s prior written approval. Failure to comply with this provision or delay in payment without prior written approval from Airport will constitute noncompliance, which may result in appropriate administrative sanctions, including, but not limited to, a withhold of two percent (2%) of the invoice amount due per month for every month that payment is not made.

Prompt Payment Dispute Resolution
The Airport will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29.
The Airport will host an initial meeting for prime and sub to present evidence to an Airport representative who has authority to settle the relevant dispute with individuals authorized to bind each interested party.

The Airport will review evidence from both sides and issue a determination.

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

- **Alternative Dispute Resolution (ADR) Contract Clause**
  Depending on the type of contract, one of the following contract clauses will be used requiring the prime contractor to engage in ADR for any prompt payment and return of retainage to the subcontractor:

  - Any controversy or claim arising out of or relating to prompt payment under a construction contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

  - Any controversy or claim arising out of or relating to prompt payment under a contract that is not a construction contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- **Prompt Payment Contract Clause**: A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed:

  Contractor will not be reimbursed for work performed by subcontractors unless and until the contractor ensures that the subcontractors are promptly paid for the work performed. Contractor shall include a prompt payment clause that complies with local, state, and federal prompt payment requirements in all subcontracts entered into under this contract. Should contractor fail to meet subcontractor prompt payment requirements for two (2) consecutive subcontractor payments without good cause, the Airport may impose appropriate penalties for failure to comply with prompt payment requirements.

**Prompt Payment Complaints**

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following steps:

1. **Prime**: Subcontractor shall first contact prime contractor in writing regarding late payments. If affected subcontractor is not comfortable contacting prime directly regarding payment or unable to resolve payment discrepancies with prime after several attempts to resolve prompt payment issue, subcontractor should contact DBELO to initiate complaint.

2. **The Airport**: If subcontractor is unable to timely resolve prompt payment issue after contacting prime contractor, subcontractor shall submit prompt payment complaint in writing to DBELO and include the prime contract number, copy of subcontract or purchase order, and a summary of payment issues. Subcontractor should provide any copies of checks, and correspondence, including emails, that may assist in understanding the facts of any payment issues.
3. FAA: If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the FAA.

Enforcement Actions for Noncompliance of Participants

The Airport will provide appropriate means to enforce the requirements of § 26.29, including:

- Prior to the Airport’s issuance of progress payments, commencing with the second invoice, the prime Contractor shall provide the Airport with evidence that the prime contractor has paid all subcontractors all amounts due for work that the subcontractor has performed.
- The Airport may 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 committed.
- In accordance with the contract, the Airport may withhold payments up to a specific amount against the prime contractor for each for non-compliance, or impose other sanctions as determined by the Airport.

F. DBE Directory (§26.31, §26.81)

The Airport is a non-certifying member of the California Unified Certification Program (CUCP). 49 CFR Part 26.81 requires each state’s UCP to maintain a unified DBE directory containing, for all firms certified by the UCP (including those from other states certified under the provisions of this part), the information required by §26.31.

The Airport refers interested parties to the CUCP Database of Certified DBE Firms (DBE Directory) to assist in identifying certified DBEs. The DBE Directory is published at https://dot.ca.gov/programs/civil-rights/dbe-search.

G. Overconcentration (§26.33)

The Airport has developed policies and procedures to address overconcentration of DBE utilization in certain types of work. This is accomplished through regular tracking of contract awards and compliance monitoring.

Areas that have been identified to demonstrate overconcentration of DBE participation will not be assigned a contract-specific goal and will be procured under race-neutral measures to ensure compliance with regulatory overconcentration provisions. Currently, the Airport identifies and analyses areas of the Airport’s contracting work that demonstrate over-concentration on an annual basis.

H. Business Development Programs (§26.35)

The Airport has implemented race and gender-neutral efforts to promote small business concerns, including DBEs. The Airport’s Small Business Element, which was developed 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 can be found within Section J of this Program.
I. Monitoring Responsibilities (§26.37)

The Airport implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 requirements by all program participants, including prompt payment and commercially useful function reviews.

Monitoring Payments to DBEs and Non-DBEs:
The Airport undertakes ongoing monitoring of prime payments to subcontractors over the course of any covered contract.

The Airport conducts periodic audits of contractor invoices. Invoice payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the Airport by the prime contractor. During these reviews, the Airport may also review whether payments to DBEs include any lower tier subcontractor payments to non-DBEs, and whether DBE subcontractor is performing a commercially useful function.

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

Disadvantaged Business (DBE) Certification Status Change
If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor must notify the contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor must notify the contractor in writing with the date of certification.

The Airport requires contractors to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by the Airport, unless otherwise provided by applicable record retention requirements in the contractor’s agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

The Airport reserves the right, at its sole discretion, to demonstrate responsiveness to the requirements of CFR 49 Part 26.37 by implementing the following method(s):

a) Posting contractor payment data to a website, database, or other place accessible to subcontractors to assist them in determining when they should expect to receive payment.

b) Requiring the contractor to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by the contractor and their lower-tiers.

To further ensure the integrity of the DBE Program’s intent, and in accordance with the Airport’s DBE Compliance Close-Out Report Process, the Airport’s DBELO or designee will complete and file a written certification attesting to having reviewed and monitored contractor DBE documentation, on-site performance when applicable, and payments to DBEs to verify compliance with DBE requirements.
Additionally, as part of the Commercially Useful Function Monitoring procedures conducted by the Airport, written certification is provided during the Airport’s commercially useful function review process that includes an on-site observation, survey and a desk audit to compare on-site observations against submitted DBE reporting.

The Airport will bring to the attention of the U.S. DOT any false, fraudulent, or dishonest conduct in connection with the program, so that U.S. DOT can take the steps provided in 26.107 (e.g., referral to the Department of Justice for criminal prosecution, referral to the U.S. DOT Inspector General, take action under suspension and debarment or Program Fraud and Civil Penalties rules). Additionally, the Airport will consider similar action under its own legal authorities, including responsibility determinations in future contracts.

J. **Fostering Small Business Participation (§26.39)**

Effective February 28, 2012, the Airport has established a Small Business Element as a supplement to the existing DBE Program to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation. This includes unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors in direct response to regulatory requirements, 49 CFR Part 26.39 “Fostering Small Business Participation” (Federal Register/Vol. 76, No. 19/ Friday, January 28, 2011/ Rules and Regulations).

While the Airport has historically utilized race- and gender- neutral strategies to promote and advance small business participation efforts as a part of DBE Program implementation efforts, this element of the program serves to unify in a singular location these important efforts.

For purposes of capturing small business utilization, the Airport adheres to the U.S. DOT’s Small Business definition for what constitutes a Small Business Enterprise.

This Small Business Element includes, but is not limited to the following assertive, active and effective strategies:

- The Airport will institute regular reviews of procurements to assess opportunities for unbundling (breaking out scopes of work/services to facilitate small business prime contracting opportunities). The Airport believes that including the participation of procurement staff in scheduled reviews will increase accountability of the Airport’s procurement options and decisions and in doing so will ultimately improve contracting opportunities for small business firms at the prime level.

- The Airport currently provides online access to all available project plans for small business firms to utilize to review bid/procurement plans at no cost. The Airport informs the procurement community and small business firms that this resource has been made available to them at pre-bid/proposal meetings. For non-internet savvy small businesses, the Airport also allows small business firms the opportunity to come into the Airport’s office and request project plans. The Airport will print these plans for the requesting small business firm at no cost. The Airport is confident that providing small business firms online access to these crucial plans at no additional cost will aid in leveling the playing field and enable them to submit quality proposals and bids.

- To the extent feasible, data on small business participation will be collected and maintained by the Airport which will allow the Airport to monitor and track small business participation in the Airport’s contracting program.
• The Airport hosts Small and Local Business Vendor Outreach Events to establish the importance placed on fostering small business opportunities in the Airport’s contracting program and provide small businesses valuable access to key procurement individuals in order to promote their capabilities, strengthen relationships, and increase the participation of small business firms within the Airport’s contracting program.

• The Airport holds pre-proposal conferences for key procurement releases that include a networking component to encourage teaming and partnering between primes and small businesses as well as providing them access to the Airport’s key procurement individuals. This networking component will provide small business firms valuable access and opportunity needed to promote their capabilities and strengthen competitiveness, marketability and participation of small businesses firms within the Airport’s contracting program. Additionally, it will encourage prime contractors to partner and communicate with the small business community.

The Airport will actively implement the small business elements to foster small business participation as a requirement of good faith implementation of the Airport’s DBE program.

III. DETERMINING, MEETING & COUNTING PARTICIPATION TOWARDS THE OVERALL DBE GOAL

A. **Use of Set-Asides or Quotas (§26.43)**
   The Airport shall not permit the use of quotas for DBEs on U.S. DOT-assisted contracts in accordance with 49 CFR Part 26. Further, the Airport shall not set aside contracts for DBEs on U.S. DOT-assisted contracts subject to the regulatory provisions, except in limited and extreme circumstances where no other method could be reasonably expected to redress egregious instances of discrimination.

B. **Methodology for Setting Overall DBE Goals (§26.45; §26.49)**
   In accordance with §26.45(f), and with FAA approval, the Airport will establish and submit an overall program DBE goal on a triennial basis if the Airport anticipates awarding U.S. DOT/FAA funded prime contracts for a cumulative total value of which exceeds $250,000 during any one or more of the reporting fiscal years within the three-year goal period. The overall program goal will represent the amount of U.S. DOT-assisted funds the Airport anticipates expending on DBE firms over three years and will be presented as a percentage of the total U.S. DOT-assistance received.

   The overall program goal will be developed in accordance with the 2-Step process specified in §26.45 (c) & (d). Step 1 is to determine the goal “base figure” based on the relative availability of DBEs in the Airport market area. Step 2 is to adjust the goal “base figure” from Step 1 so that it reflects as accurately as possible the DBE participation the Airport would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to DBE participation. The Airport will consult with minority, women's and general contractor groups, community organizations, and other officials or organizations to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Airport’s efforts to establish a level playing field for the participation of DBEs. The Airport will publish a notice on the Airport’s website of the proposed overall DBE goal, informing the public that the proposed goal and its rational are available for inspection for a 30-day public comment period.

   The Airport will submit the overall program goal to U.S. DOT in accordance with §26.45 (f)(2) by August 1st. The overall goal submission to U.S. DOT will include a summary of information and comments received
during this public comment/participation process and any THE AIRPORT responses. The Airport will begin using our overall goal on October 1 of each year, unless we have received other instructions from U.S. DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a U.S. DOT-assisted contract for the project.

In accordance with 49 CFR Part 26, the Airport will project how much of the overall DBE goal can be achieved through race and gender-neutral measures, and will use race-conscious measures, such as contract-specific DBE goals, only to meet that portion of the overall goal which is not likely to be met utilizing race-neutral measures.

The Airport’s overall DBE goals represent the amount of ready, willing, and able DBEs that are available to participate in contracting opportunities and is reflective of the amount of DBE participation the Airport would expect, absent the effects of discrimination. The Airport intends to meet those goals to the maximum extent feasible through the race neutral measures described herein. Where race-neutral measures are inadequate to meet the overall goals, the Airport will establish DBE goals on contracts with subcontracting opportunities and relative DBE availability.

**Shortfall Analysis and Corrective Action Plan (§26.49)**

The Airport will further follow accountability mechanisms in instances where the Airport has failed to meet its overall goal for a given fiscal year. The Airport will thoroughly analyze why it fell short of meeting its overall goal for a given goal period and establish specific steps and milestones for correcting identified problems so that the Airport will meet its overall goal in subsequent years. The Airport will complete its proposed plan within 90 days of the end of the fiscal year, as applicable, to ensure compliance. The plan will be available to FAA upon request.

**C. Race-Neutral Measures (§26.51)**

The Airport is currently operating a strictly race-neutral DBE program and contract goals are not applicable on Airport procurements. The Airport will endeavor to meet its overall DBE goal and increase DBE participation on, the Airport’s U.S. DOT-assisted contracts, by utilizing the following race-neutral measures:

- Identify components of the work which represent subcontracting opportunities and identify the availability of DBE subcontractors to participate in proportion to total available subcontractors. Contractors will be encouraged to consider subcontractors for components of the work for which there is a known supply of ready, willing, and able subcontractors, including DBE subcontractors, in preparing their bids.
- Provide technical assistance to DBEs, in areas relevant to public contracting success; provide referrals to small/minority business assistance organizations.
- Facilitate the distribution of the CUCP DBE Directory to the widest feasible universe of potential prime contractors.
- Assist DBEs in overcoming limitations in bonding and financing.
- Include small and disadvantaged businesses in the Airport’s outreach, public information, and communications programs, to ensure that DBEs are made aware of the Airport’s contracting opportunities.
- Provide business development assistance to DBEs, to facilitate business growth and success beyond participation in the Airport’s DBE Program.
**D. Meeting DBE Contract Goals or Demonstrating Good Faith Efforts (§26.53)**

As the Airport is currently operating a strictly race-neutral DBE Program and contract goals are not applicable on Airport procurements, Good Faith Efforts procedures for contract goals are not applicable.

Should the Airport implement a race-conscious component to this DBE Program, the DBE Program will be amended to provide the procedures for the administrative reconsideration process and to specify the Airport Reconsideration Official.

**DBE Substitution, Termination and On-going Good Faith Efforts**

The Airport requires that the contractor not terminate a DBE without the Airport’s prior written consent. This includes, but is not limited to, instances in which the contractor seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Airport will provide such written consent only if it agrees, for reasons stated in the concurrence document, that the contractor has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- The listed DBE subcontractor fails or refuses to execute a written contract.
- 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 contractor.
- The listed DBE subcontractor fails or refuses to meet the contractor’s reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- The contractor has determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.
- Other documented good cause that the Airport determines compels the termination of the DBE.

**E. Counting DBE Participation (§26.55)**

The Airport will count DBE participation toward overall goals as provided in 49 CFR 26.55.

**Notification of Reporting Responsibilities**

Prior to execution of all contracts containing DBE goals, the prime contractor shall be directed to the contract specification for the Airport’s specific DBE reporting and record keeping requirements.
Monthly Payment Reporting Requirements
All prime contractors must report monthly prime and subcontractor payments. Failure to submit these reports in a timely manner may result in a penalty.

Contracting in Good Faith
During the term of the contract, the contractor shall continue to make good faith efforts to ensure that DBEs have an opportunity to successfully perform in the contract, and that the contractor meets its DBE goal.

The following guidelines apply in calculating DBE participation toward meeting established goals in accordance with Title 49CFR, Part 26.55:

- Only work proposed to be performed by a DBE’s own work forces (including cost of supplies, materials and equipment leases) obtained by the DBE for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the prime contractor or its affiliate.
- When a DBE subcontracts part of its work of its contract to another firm, the value of the subcontracted work may be counted toward DBE goals only if the DBE subcontractor is itself a certified DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals. A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce.
- In instances of joint venture, a Bidder/Proposer may only count toward its DBE goal the portion of the bid which meets certification, ownership and control standards.
- A Bidder/Proposer may count toward its DBE goal, only expenditures to firms that are proposed to perform a commercially useful function on that contract. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved.
- A Bidder/Proposer may count toward its DBE goal, sixty percent (60%) of its expenditures for materials and supplies required under the contract and obtained from a DBE regular dealer, and one hundred (100%) percent of such expenditures to a DBE manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the contractor. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business.
- A Bidder/Proposer may count towards its DBE goal, fees and commissions paid to DBE firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared with fees customarily allowed for similar services.
- Special Provisions for Trucking – A Bidder/Proposer may count towards its goal, all transportation services provided by DBE trucking firms, who can demonstrate control of trucking operations for which it seeks credit and it owns, insures, and operates, using drivers it employs in the performance of the contract. The DBE must itself own and operate at least one fully licensed, insured, and operation truck used on the contract. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the
lessee DBE provides on the contract. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

- In cases where DBE certification has ceased during the performance period of the contract, although the prime contractor will continue to report the dollar value of the worked performed to the Airport, the Airport will not count the participation towards its overall goal.

**Commercially Useful Function Standards**

The Airport will count payments to a DBE firm for DBE credit only if the DBE is performing a Commercially Useful Function (CUF) on that contract. A DBE performs a CUF when it is responsible for execution of the work of the contract or a distinct element of the work by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing the material (where applicable), and paying for the material itself.

To determine whether a DBE is performing a commercially useful function, the Airport will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, the DBE credit claimed for its performance of the work, and other relevant factors. The Airport will conduct site visits and phone interviews of DBEs performing on FAA-assisted contracts to determine if a commercially useful function is being provided by DBEs. The Airport will interview various types of DBE firms, including, construction, services, materials, supplies and trucking firms to determine if the DBE firm is providing a commercially useful function.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Airport may examine similar transactions, particularly those in which DBEs do not participate. The firm’s role must not be a superfluous step added in an attempt to obtain credit towards the goal.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its contract with its own work force or, if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Airport will presume that it is not performing a commercially useful function.

If the Airport determines that a DBE is not performing a CUF, the DBE may present evidence to rebut this determination. The Airport’s decisions on commercially useful function matters are subject to review by the U.S. DOT Operating Administration.

A DBE’s repeated failure to perform a CUF may raise questions regarding the firm's control, as it relates to independence, and perhaps ownership. If there is evidence of a pattern of failing to perform a CUF that raises serious issues with the firm’s ability to control the work and its independence from a non-DBE firm, the Airport will address this matter with the DBE firm. The Airport may commence a proceeding under Section 26.87 to determine the continued eligibility of the DBE firm.
**DBE "Frauds" and "Fronts"**

Only legitimate DBEs are eligible to participate in federally funded contracts. Therefore, bidders/proposers are cautioned against knowingly and willfully using "fronts" to meet DBE goals. The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations.

In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General (OIG), U.S. Department of Transportation, via the toll-free hotline at 800-424-9071, email at https://www.oig.dot.gov/hotline or U.S. mail at U.S. DOT Inspector General, 1200 New Jersey Avenue SE, West Bldg. 7th Floor, Washington, CA 20590. The hotline is open 24 hours per day, seven days per week. Additional information can be found on www.oig.dot.gov/hotline.

**IV. CALIFORNIA UNIFIED CERTIFICATION PROGRAM (§26.81)**

49 CFR §26.81 requires all public agencies that receive U.S. DOT financial assistance to participate in a statewide Unified Certification Program (UCP). A UCP is a “one-stop shopping” certification program that standardizes DBE eligibility criteria and the application process and eliminates the need for a DBE to certify with multiple agencies within the state.

The Airport is a non-certifying member of a Unified Certification Program (UCP) administered by the California Unified Certification Program (CUCP). The UCP will meet all of the requirements of this section. The Airport will use and count for DBE credit only those DBE firms certified by the CUCP.

CUCP agencies are classified as certifying and non-certifying members. CUCP certifying members perform DBE certifications which apply to all U.S. DOT funded contracts. Certification activities include processing applications, reviewing financial and company ownership information, performing site visit and employee interviews, making certification decisions, investigating certification complaints and appeals, and maintaining a single Statewide directory of certified DBEs. A business certified as a DBE by any CUCP certifying member is automatically accepted by all U.S. DOT recipients in California.

Effective August 1, 2013, the California UCP (including Caltrans) is no longer issuing DBE Certificates as evidence of certification. A copy of a printout from the DBE Database should be sufficient proof of a firm’s certification. Prime contractors and awarding agencies should not impose on DBE firms the burden of providing a DBE certificate in their bid packages - it is not required.

A non-certifying member agency adheres to all aspects of the U.S. DOT DBE program, except that it does not perform DBE certification activities. The Airport is a NON-certifying member of the CUCP; therefore, the Airport accepts DBE certifications from all CUCP certifying members. The Airport maintains a copy of the latest CUCP Memorandum of Agreement (MOA) on file, as well as a Declaration of Status Letter signed by the Airport’s Department Manager and the CUCP Secretary and Chair.

For more information about the certification process or to apply for certification, firms should visit the California Department of Transportation Office of Civil Rights website at: https://dot.ca.gov/programs/civil-rights.
V. **DBE CERTIFICATION**

As a non-certifying member of the CUCP, the Airport will accept DBE certifications from certifying member agencies of the CUCP (§26.61-§26.73; §26.81; §26.83a). The CUCP DBE Certification application is located at: [https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information](https://dot.ca.gov/programs/business-and-economic-opportunity/dbe-certification-information).

**Scope of Work Covered by Certification (§26.71(n))**

Firms must be DBE certified in the scope of work (represented by NAICS code(s)) directly applicable to their performance on a contract. If a firm wishes to participate on a contract under a scope of work for which the firm is not currently certified (i.e., if the firm wishes to add one or more NAICS codes to its certification), the firm must contact its certifying agency and submit all required documentation to demonstrate DBE ownership and control of the specific type(s) of work the firm wishes to add to its DBE certification. The firm shall then submit proof of DBE certification in the applicable scope(s) of work to the Airport, in order to receive DBE credit for performing that scope of work. For a firm’s DBE participation to be counted towards a bidder’s/proposer’s initial DBE commitment, the firm must be DBE certified in the applicable scope(s) of work prior to the bid/proposal due date.

**Annual Affidavit of Continuing Eligibility**

Each certified DBE is required to submit a written affidavit to its certifying agency once annually, on the anniversary date of the firm’s initial certification, to certify that the firm continues to meet DBE eligibility criteria as defined in 49 CFR Part 26. The affidavit must affirm that there have been no changes in the firm’s circumstances affecting its ability to meet DBE eligibility, including size, gross receipts, DBE status, ownership, or control requirements. The affidavit must also affirm that there have been no material changes to the information provided in the original certification application.

If the DBE fails to submit an affidavit, or any required supporting documentation, in a timely manner, it will be deemed to have failed to cooperate with 49 CFR Part 26 and will no longer be considered a certified DBE. It is the DBE’s sole responsibility to maintain its certification status with the certifying agency and the Airport.

**Notification of Change in Circumstances**

If a DBE’s circumstances affecting the firm’s DBE eligibility change at any time after the firm has been identified as a DBE participant on an Airport contract, the DBE must provide written notification of such change(s) to its certifying agency, the Airport and the prime contractor, if applicable. Such changes include, but are not limited to, business size, gross receipts, disadvantaged status, ownership, and/or control requirements. The written notification shall be provided by the DBE within thirty (30) days of occurrence of the change(s). If the DBE fails to make timely notification of such changes, it will be deemed to have failed to cooperate with 49 CFR Part 26.

**Lapse in Certification Status**

If a DBE participant on an Airport contract ceases to be certified at any time during the life of the contract, any participation by that DBE after the firm ceases to be certified will not count as DBE participation.

**Procedures for Removal of DBE Eligibility (§26.87)**

Pursuant to 49 CFR §26.87, any person may file a written complaint alleging that a currently certified DBE is ineligible to be certified as such and specifying the alleged reasons why the firm is ineligible. Because the Airport is a NON-certifying member of the CUCP, the Department will implement the
following procedures upon receipt of a written complaint challenging a firm’s DBE certification status. The Airport will also protect the confidentiality of complainants’ identities as required by 49 CFR §26.09(b).

1. Obtain the name of the CUCP certifying member agency that issued the DBE’s certification.
2. Provide the complainant(s) with contact information for the CUCP certifying member agency.
3. Provide the complainant(s) with a copy of 49 CFR §26.87, which outlines the DBE eligibility removal process.
4. Provide a written notification to the DBE in question, stating that the firm’s DBE eligibility has been challenged and that the complainant has been referred to the DBE’s certifying agency; include a copy of 49 CFR §26.87. If the DBE in question is a current participant in the Airport’s DBE Program, remind the DBE of its obligation to notify the Airport of any change in the DBE’s certification status within 30 days of the change.

Certification Denials and Appeals (§26.89)
Firms that have applied for and were denied DBE certification under one or more NAICS codes, and/or firms whose certification has been removed by a CUCP certifying member agency, may file an administrative appeal with the U.S. DOT within 90 days from the date of denial, in accordance with 49 CFR §26.89. Certification decisions are NOT appealable to the Airport.

To file a DBE certification appeal, firms should send a letter to the U.S. DOT Office of Civil Rights. The appeal should, at a minimum, include information and arguments concerning why the recipient’s decision should be reversed, a copy of the denial letter, and any additional information the denied firm believes to be pertinent to the appeal. Firms must provide the name(s) and address(es) of any U.S. DOT recipient the firm is currently certified with or who has rejected its application for certification or removed the firm’s eligibility within one year prior to the date of the appeal. This includes applications currently pending certification action.

All appeals should be submitted to the U.S. Department of Transportation, Office of Civil Rights, External Policy & Programs Division, 400 7th Street SW – Room 5414, Washington, DC 20590, Phone: (202) 366-4754, TTY: (202) 366-9696, Fax: (202) 366-5575.

VI. REQUIRED CONTRACT PROVISIONS AND ENFORCEMENT

Information, Confidentiality, Cooperation (§26.109)
The Airport will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information, consistent with Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a), California Public Records Act (Government Code §6250) state, and local law. Notwithstanding the preceding provision, the Airport will not release any information that may reasonably be construed as confidential business information to any third party (other than U.S. DOT) without the written consent of the firm that submitted the information.

Intimidation and Retaliation
Neither the Airport nor its contractors will intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by 49 CFR Part 26 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. Contractors in violation of this requirement will be subject to appropriate action.
ATTACHMENT A: DBE PROGRAM ORGANIZATIONAL CHART

Charles M. Schulz – Sonoma County Airport
Organizational Chart

1. County Administration
   - Sheryl Grason

2. Board of Supervisors
   - James Gore

3. Director of Public Works
   - Johannes Hoeveutz

4. Assistant Airport Manager
   - Omar Daasboul

5. Airport Manager
   - John Scull

6. Airport Property Specialist
   - Jon Schaner

7. Admin Manager
   - Adam Korovicki

8. Admin Manager
   - Adam Korovicki
ATTACHMENT B: UNIFORM REPORT OF DBE AWARDS OR COMMITMENTS AND PAYMENTS

**UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS**

**Please refer to the instruction sheet for directions on filling out this form**

1. Submitted to (check only one) [ ] FHWA [ ] FAA [ ] FTA - Recipient ID Number
2. AP Numbers (FAA Recipients); Grant Number (FTA Recipients)
3. Federal Fiscal year in which reporting period falls
4. A. Date this Report Submitted:
   | Report due June 1 (for period Oct 1-Mar 31) | Report due Dec 31 (for period April 1-Sep 30) | FAA annual report due Dec 31
5. Name and address of Recipient:
6. Annual DBE Goal(s):
   | Race Conscious Projection: | Race Neutral Projection: | OVERALL Goal:

### Awards/Commitments this Reporting Period

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</table>

### Breakdown by Ethnicity & Gender

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BREAKDOWN BY ETHNICITY &amp; GENDER</strong></td>
<td>Total to DBE (dollar amount)</td>
<td>Total to DBE (number)</td>
<td>Women</td>
<td>Men</td>
<td>Total</td>
</tr>
<tr>
<td>Black American</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hispanic American</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Native American</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Asian-Pacific American</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Subcontinent Asian Americans</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Non-Minority</td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$ -</td>
<td>-</td>
<td>-</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

### Payments Made this Period

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>PAYMENTS ON ONGOING CONTRACTS</strong></td>
<td>Total Number of Contracts</td>
<td>Total Dollars Paid</td>
<td>Total Number of Contracts with DBEs</td>
<td>Total Payments to DBE firms</td>
<td>Total Number of DBE firms Paid</td>
</tr>
<tr>
<td>Prime and subcontracts currently in prog</td>
<td>0</td>
<td>$ -</td>
<td>0</td>
<td>$ -</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD</strong></td>
<td>Number of Contracts Completed</td>
<td>Total Dollar Value of Contracts Completed</td>
<td>DBE Participation Needed to Meet Goal (Dollars)</td>
<td>Total DBE Participation (Dollars)</td>
<td>Percent to DBEs</td>
</tr>
<tr>
<td>Race Conscious</td>
<td>0</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td>Race Neutral</td>
<td>0</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>0</td>
<td>$ -</td>
<td>-</td>
<td>$ -</td>
<td>-</td>
</tr>
</tbody>
</table>

23. Signature: 24. Phone Number: