

**COLORADO SPRINGS AIRPORT
DISADVANTAGED BUSINESS ENTERPRISE PLAN**



DBE PROGRAM POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Colorado Springs Airport (Airport) has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Colorado Springs Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Colorado Springs Airport has signed an assurance that it will comply with 49 CFR Part 26.

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

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

The Airport Properties Administrator has been designated as the DBE Liaison Officer (DBELO). In that capacity, the Airport Properties Administrator 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 Airport in its financial assistance agreements with the Department of Transportation.

The Airport has disseminated this policy statement to the officials of the Colorado Springs Airport and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts through our website.

The Airport Properties Administrator

Date

SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

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

Section 26.3 Applicability

The Colorado Springs Airport is a primary airport and recipient of federal airport funds authorized by 49 U.S.C. 47101, *et seq.*

Section 26.5 Definitions

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

Section 26.7 Non-discrimination Requirements

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 our 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.

Section 26.11 Record Keeping Requirements

The Airport will report DBE participation to DOT/FAA as follows:

1. The Airport will continue to provide data about its DBE program to the Department as directed by DOT operating administrations.
2. The Airport will transmit to FAA annually on December 1, the “Uniform Report of DBE Awards or Commitments and Payments” form, found in Appendix B to this part. We will also report the DBE contractor firm information either on the FAA DBE Contractor’s Form or other similar format. We will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2015 reports due December 1, 2015.

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

The Airport will collect this data from all bidders no later than the project end date. The Bidders Information form can be found in Attachment 6 to this program.

The Airport is a member of a Unified Certification Program (UCP) administered by Colorado Department of Transportation and City/County of Denver which will make certification decisions

on behalf of the Colorado Springs Airport for DBEs. The UCP will meet all of the requirements of this section.

Section 26.13 Federal Financial Assistance Agreement

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

The Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The Airport shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The Airport DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

The Airport is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year. We will continue to carry out our program until all funds from DOT financial assistance have been expended. We do not have to submit regular updates of our program, as long as we remain in compliance. However, we will submit significant changes in the program for approval.

Section 26.23 Policy Statement

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

Section 26.25 DBE Liaison Officer (DBELO)

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

Dana Jackson
The Airport Properties Administrator
7770 Milton E. Proby Parkway, Suite 50
Colorado Springs, CO 80916
Phone: 719-550-1952
Fax: 719-550-1932
E-mail: djackson@springsgov.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Airport complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Aviation Director concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is found in Attachment 1 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO's staff and resources include, but are not limited to legal counsel, consultant engineers and interns, and are adequate to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Works with all departments to set overall annual goals.
3. Works with the City Purchasing department to identify contracts and procurements so that DBE goals are included in solicitations.
4. Analyzes the Airport's progress toward attainment and identifies ways to improve progress.
5. Participates in pre-bid meetings.
6. Advises the governing body on DBE matters and achievement.
7. Plans and participates in DBE training seminars.
8. Acts as liaison to the UCP in Colorado.
9. Maintains the Airport's updated directory on certified DBEs.

Section 26.27 DBE Financial Institutions

The Airport shall use the Directory of the Unified Certification Program (UCP) administered by the Colorado Department of Transportation and City/County of Denver for a list of financial institutions approved as DBE's.

Section 26.29 Prompt Payment Mechanisms

The Airport 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) calendar days from receipt of each payment we make to the prime contractor.

We will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. We will use the following method to comply with this requirement:

Decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

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

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

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Airport. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar 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 Airport. This clause applies to both DBE and non-DBE subcontractors.

Monitoring Payments to DBEs

We will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement also extends to any certified DBE subcontractor.

At the Airport's discretion, we will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

Section 26.33 Over-concentration

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

Section 26.35 Business Development Programs

The Airport has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

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

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 3 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.
3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
4. We will implement a mechanism that will provide for a running tally of actual DBE attainments, including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.

Section 26.39 Fostering small business participation.

The Airport has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns.

The Airport's small business element is incorporated as Attachment 10 to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

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

Section 26.45 Overall Goals

The Airport will establish an overall DBE goal covering a three-year federal fiscal year period if we anticipate awarding DOT/FAA funded prime contracts the cumulative total value of which exceeds \$250,000 during any one or more of the reporting fiscal years within the three-year goal period. In accordance with Section 26.45(f)(1)(i) the Airport will submit its Overall Three-year DBE Goal to FAA by August 1st as required by the established schedule below, unless permitted or required otherwise in accordance with Section 26.45(f)(2).

Airport Type	Region	Date Due	Next Goal Due
Small Hub Primary	All Regions	August 1, 2014 (2015/2016/2017)	August 1, 2017 (2018/2019/2020)

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

(c) Step 1. The first step is to determine the relative availability of DBEs in the market area, “base figure”. We will use the 2012 County Business Pattern information provided by the U.S. Census Bureau and the Colorado Department of Transportation’s Unified Certification DBE directory as a method to determine our base figure. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on Contracts.

(d) Step 2. Once we have calculated a base figure, we will examine all of the evidence available in our jurisdiction to determine what adjustment, if any, is needed to the base figure to arrive at our overall goal. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Section 26.45 (e) - If permitted or required and at a time determined by the FAA Administrator we will express our overall goals as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and must meet all the substantive and procedural requirements of this section pertaining to overall goals.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachments 4 and 5 to this program.

26.45 (g)(1) In establishing the overall goal, the Airport will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Airport’s efforts to establish a level playing field for the participation of DBEs.

In addition, the Airport will publish a notice announcing our proposed overall goal before submission. The notice will be posted on The Airport’s website – www.flycos.com. If the proposed goal changes following review by the operating administration, the revised goal will be

posted on the website. We will inform the public that the proposed overall goal and its rationale are available for inspection during normal business hours at our principal office and that the Airport and DOT/FAA will accept comments on the goals for thirty (30) calendar days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed.

Section 26.47 Failure to meet overall goals.

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

If the Airport awards and commitments shown on our Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will do the following in order to be regarded by the Department as implementing your DBE Program in good faith:

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

Section 26.49 Overall Goals for Transit Vehicle Manufacturers

The Airport will not use the procedures of this Section 26.49.

Section 26.51 Breakout of Estimated Race-Neutral & Race-Conscious Participation and Contract Goals

The Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.
2. Providing technical assistance and other services;
3. Carrying out information and communications programs on contracting procedures and specific contract opportunities;
4. Ensuring distribution of your DBE directory, through electronic means, to the widest feasible universe of potential prime contractors; and

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 4 of this program.

We will establish contract goals only on those DOT-assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract.

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

Section 26.53 Good Faith Efforts Procedures

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

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

Dana Jackson, the Airport Properties Administrator is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts.

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

Information to be submitted: 26.53(b)

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

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - a. The names and addresses of DBE firms that will participate in the contract;
 - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - c. The dollar amount of the participation of each DBE firm participating;
 - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - e. 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 when a non-DBE subcontractor was selected over a DBE for work on the contract; and
3. We will require that the bidder/offeror present the information required by paragraph (b)(2) of this section.

4. 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 by paragraph (b)(2) of this section before the final selection for the contract is made by the recipient.

Administrative reconsideration: 26.53(d)

Within seven (7) business days of being informed by the Airport that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Director of Aviation
Colorado Springs Airport
7770 Milton E. Proby Pkwy., Suite 50
Colorado Springs, CO 80916
Telephone: 719-550-1900

The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

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

We will include in each prime contract a provision stating:

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

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

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

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

We will require that a prime contractor not terminate a DBE subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE firm) without our prior written consent. This includes, but not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

We will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

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

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

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

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

The Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. If we request documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

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

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Airport 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/offers, including those who qualify as a DBE. A DBE contract goal of 4.91% has been established. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

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

If the firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, we will not count the firm's participation toward any DBE goals, except as provided for in 26.87(j).

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Airport will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. We will make our certification decisions based on the facts as a whole.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Airport is a member of a Unified Certification Program (UCP) administered by Colorado Department of Transportation and City/County of Denver which will make certification decisions on behalf of the Colorado Springs Airport for ACDBEs. The UCP will meet all of the requirements of this section.

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

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

Notwithstanding any provision of Federal or state law, we will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we will transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

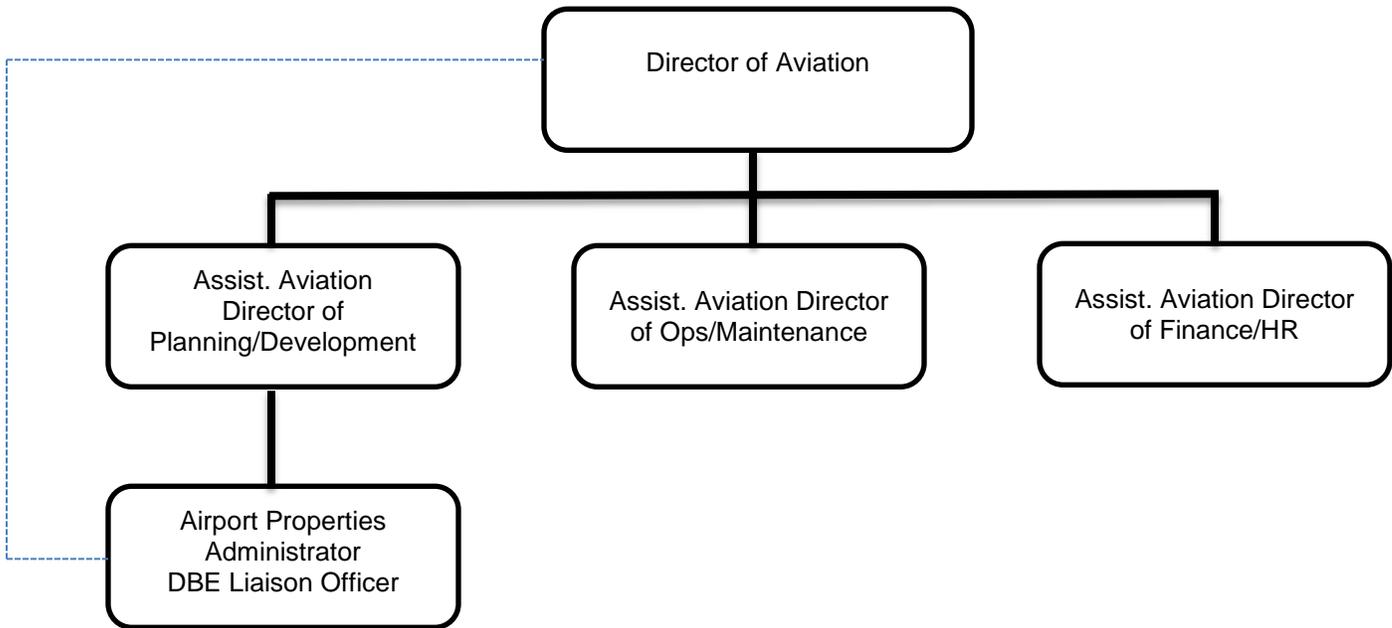
The Airport, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.

ATTACHMENTS

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

Attachment 1

Organizational Chart



Attachment 2

DBE/ACDBE Directory Website Link

<http://coloradodbe.org/>

Attachment 3

DBE Monitoring and Enforcement Mechanisms

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

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

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; and
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 4

Overall DBE Three-Year Goal Methodology

Name of Recipient: The Colorado Springs Airport

Goal Period: FY-2015-2016-2017

DOT-assisted contract amount:	FY-2015	\$11,000,000
	FY-2016	\$11,000,000
	FY-2017	\$13,222,222
	Total	\$35,222,222

Overall Three-Year Goal: **4.91%**, to be accomplished through 2.4% RC and 2.51% RN

Total dollar amount to be expended on DBE's: \$1,729,411.00 [multiply goal % x DOT-assisted amount]

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

Contracts Fiscal Year 2015

1. Rehab of Terminal Apron and Trench Drain System

Contracts Fiscal Year 2016

1. Rehab of Taxiway C from Taxiway C& - Taxiway H

Contracts Fiscal Year 2017

1. Rehab of Taxiway M, N and P from Taxiway H to Terminal Apron

Market Area: 6 Counties were identified: Douglas, Elbert, El Paso Fremont, Pueblo and Teller as the airport's primary source for DBE firms.

Step 1. 26.45(c) Actual relative availability of DBE's

Determine the base figure for the relative availability of DBEs. The base figure for the relative availability was calculated as follows:

NAICS	Type of Work	Total DBE's	Total All Firms
236220	Construction Management	8	196
237310	Roadway Construction Contractors	6	41
237990	Drainage	4	13
238110	Foundation	3	102
238210	Electrical Contractors	0	314

238910	Site Preparation	17	160
541330	Professional Design Services	9	438
Total		47	1,264

Divide the total number of DBE's by the total number of All Firms = 47/1,264 = 3.71%

Base figure = 3.7% of all firms ready, willing and able.

The data source or demonstrable evidence used to derive the numerator was: All firms within the 6 surrounding counties.

The data source or demonstrable evidence used to derive the denominator was: All DBE firms with the 6 surrounding counties.

Step 2. 26.45(d): Adjustments to Step 1 base figure.

After calculating a base figure of the relative availability of DBEs, evidence was examined to determine what adjustment (if any) was needed to the base figure in order to arrive at the overall goal.

An examination of the anticipated contracts for each fiscal year, the availability of the DBE firms by trade classification and the volume of work performed by DBE firms over previous years.

Past History Participation

Other data used to determine the adjustment to the base figure was the median of historical DBE accomplishments (we recommend you use a minimum of three to five years of data, if all the participation was attained via race conscious measures, there's no need to show the split but you must specify this in your narrative) as follows:

FY	Total Grant \$ Amount	DBE Goals			Accomplishments		
		RC	RN	Total	RC	RN	Total
FY 11	22,181,390	8%	0%	8%	4.61%	0%	4.61%
FY 12, 13 & 14	12,758,522		7%	7%	0%	7.63%	7.63%

Arranging this historical (total accomplishments) data (4.61% and 7.63%) the average is 6.12%.

Our proposed overall three year goal will be reflected as (option 1- an average of the three years,

Examples:

Average of - 7.63 + 4.61 = 12.24/2 = 6.12%

*To arrive at an overall goal, we added our Step 1 base figure (3.71%) with our Step 2 adjustment figure (6.12%) and then averaged the total arriving at an overall goal of **4.91%**. We feel this adjusted goal figure will accurately reflect DBE participation that can be achieved for the type of work being awarded during this three-year period.*

The Airport will meet the maximum feasible portion of its overall goal by using RC means of facilitating DBE participation. The 2.4% RC goal was derived from splitting the overall goal of 4.91% in half in order to establish the goal.

In establishing the overall goal, the Airport will publicize the program for thirty (30) days on the website (flycos.com), in an effort to establish a level playing field for the participation of DBEs. We will document in our goal submission the consultation process that we engaged in.

Attachment 5

Bidders Information Form



Colorado Springs Airport
7770 Milton E Proby Parkway, Suite 50
Colorado Springs, CO 80916
Tel. 719.550.1900
Fax. 719.550.1901

Bidders Information

Firm Name, Phone Number and Address (Include all contractors and subcontractors)	DBE or Non-DBE Status (If DBE, include NAICS Code)	Age of Firm (Select only the option that applies)	Annual Gross Receipts (Select only the option that applies)
		<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 \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 - \$5,000,000 <input type="checkbox"/> Greater than \$5,000,000
		<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 \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 - \$5,000,000 <input type="checkbox"/> Greater than \$5,000,000
		<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 \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 - \$5,000,000 <input type="checkbox"/> Greater than \$5,000,000
		<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 \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 - \$5,000,000 <input type="checkbox"/> Greater than \$5,000,000
		<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 \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 - \$5,000,000 <input type="checkbox"/> Greater than \$5,000,000
		<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 \$500,000 <input type="checkbox"/> \$500,000 - \$1,000,000 <input type="checkbox"/> \$1,000,000 - \$2,000,000 <input type="checkbox"/> \$2,000,000 - \$5,000,000 <input type="checkbox"/> Greater than \$5,000,000

Attachment 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

_____ The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this contract and should submit documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ _____.

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By: _____
(Signature)

Date: _____

Print Name: _____

Title: _____

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

Submit this page for each DBE subcontractor.

ATTACHMENT 7

Small Business Element

1. Objective

The Colorado Springs Airport shall provide the Small Business Element Program to assist and increase opportunities for certified small businesses to participate in U.S. Department of Transportation (DOT) assisted contracts and create a level playing field on which SBEs can compete fairly on DOT assisted contracts.

2. Strategies

The Airport shall:

- A. Advertise these projects in various media formats.
- B. Continue to make Requests for Proposals and Invitations for Bids attractive to small businesses and DBEs.
- C. Send solicitation notices to certified DBEs and other small businesses so they are aware of subcontracting opportunities.

3. Definitions

The Airport will use terms in this program that have the meaning defined under Title 13 CFR Part 121, Small Business Size Regulations.

4. Verification

The Airport will diligently attempt to minimize fraud and abuse in the SB element of its DBE program by verifying eligibility of firms.

5. Monitoring/Record Keeping

- A. The Airport will retain small business information during the program year.
- B. All records will be made available for inspection upon request by any authorized representative of the Airport or DOT.

6. Implementation Timeline

The Airport shall implement this SBE Program within nine (9) months of FAA's approval.

7. Assurance

The Airport certifies the following:

- A. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;

- B. The program is open to small businesses regardless of their location. There are no local or other geographic preferences or limitations imposed on any federally assisted procurement included in the program;
- C. There are no limits on the number of contracts awarded to firms participating in the program but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses.

Attachment 8
State's UCP Agreement

<https://www.codot.gov/business/civilrights/dbe/colorado-unified-certification-program>

Attachment 9

Regulations: 49 CFR Part 23

http://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/training_conf/media/49%20CFR%20Parts%2026%20&%2023%20Overview.pdf