

BEVERLY REGIONAL AIRPORT

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

PROGRAM & GOAL – 49 CFR PART 26

FEDERAL FISCAL YEARS 2024–2026

POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The City of Beverly, owner of the Beverly Regional 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 Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26, see Attachment 1 (hereafter referred to as "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 the Airport policy to engage in the following actions on a continuing basis:

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

Gabriel Hanafin, Airport Manager has been delegated as the DBE Liaison Officer. In that capacity, Gabriel Hanafin 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 Beverly Regional Airport Commission and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on the Airport DOT-assisted contracts. The distribution was accomplished by posting on the Airport’s website.



Kyle Retallack
Chairperson, Beverly Regional Airport Commission

1/10/24

Date

GENERAL REQUIREMENTS

Section 26.1 Objectives

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

Section 26.3 Applicability

The Airport is the 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 their meanings defined in Part 26, §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 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.

Section 26.11 Record Keeping Requirements

Reporting to DOT

The Airport will provide data about its DBE Program to the Department as directed by the FAA.

DBE participation will be reported to Federal Aviation Administration (FAA) as follows:

The Airport will transmit to the FAA annually, by or before December 1, the information required for the “Uniform Report of DBE Awards or Commitments and Payments”, as described in Appendix B to Part 26. The Airport will similarly report the required information about participating DBE firms. All reporting will be done through the FAA official reporting system.

Bidders List

The Airport will create and maintain a Bidders List, see Attachment 3. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on the Airport DOT-assisted contracts, for use in helping to set overall goals. The Bidders List will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

This information will be collected at the time of bid submissions as part of the bid package.

Records Retention and Reporting:

The Airport will maintain records documenting a firm's compliance with the requirements of this part. These records will be retained in accordance with all applicable record retention requirements of the Airport's financial assistance agreement.

Section 26.13 Federal Financial Assistance Agreement

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

Assurance: - Each financial assistance agreement the Airport signs with the FAA will include the following assurance:

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.*).

Contract Assurance: The Airport will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor and all its subcontractors 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, which may include, but is not limited to:

- *Withholding monthly progress payments;*
- *Assessing sanctions;*
- *Liquidated damages; and/or*
- *Disqualifying the contractor from future bidding as non-responsible.*

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

Section 26.23 Policy Statement

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

Section 26.25 DBE Liaison Officer (DBELO)

The following individual has been designated as the DBE Liaison Officer for the Airport:

Gabriel Hanafin
Airport Manager
Beverly Regional Airport
50 L.P. Henderson Road
Beverly, MA 01915-1024
Phone: 978-921-6072
Email: ghanafin@beverlyma.gov

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

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has an engineering & planning consultant to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the Airport's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Determine contractor compliance with good faith efforts.
9. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

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 use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Currently the DBE program does not have any banks or financial institutions certified as DBE per Massachusetts Supplier Diversity Office (SDO inquiry response 5/9/2023). The Airport will continue to periodically check to see if there are any new DBEs certified in this area.

Section 26.29 Prompt Payment Mechanisms

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

In accordance with 49 CFR §26.29, the Airport established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the Airport.

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

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

To implement this measure, the Airport includes the following clause from FAA Advisory Circular 150/5370-10 in each DOT-assisted prime construction contract:

Prompt Payment (§26.29)

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

Section 26.31 Directory

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

Section 26.33 Over-concentration

The 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 Responsibilities

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

Monitoring Contracts and Work Sites

The Airport reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (*e.g.*, as the result of modification to the contract) is actually performed by the DBEs to which the work was committed. Work site monitoring is performed by DBELO. Contracting records are reviewed by DBELO and engineering consultant. The Airport will maintain written certification that contracting records have been reviewed and work sites have been monitored for this purpose.

Monitoring Payments to DBEs and Non-DBEs

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

- 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 Airport's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.
- The Airport proactively reviews contract payments to subcontractors including DBEs. 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.

- The Airport actively monitors participation by maintaining a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments.

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 establish meetings between prime and sub, with resident project representative and/or project manager presence, as appropriate, as well as authorized Airport representatives to attempt to resolve any issues.

Prompt Payment Complaints

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

- If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint.
- If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by the Airport to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA contact.
- Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

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

- Breach of contract action, pursuant to the terms of the contract and State Regulations.
- Federal Regulations Part 23 and Part 26 are available to enforce the DBE requirements.

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:

- Suspension or debarment proceedings pursuant to 49 CFR Part 26

- Enforcement action pursuant to 49 CFR Part 31
- Prosecution pursuant to 18 USC 1001.

The Airport will actively implement the enforcement actions detailed above, see Attachment 4.

Section 26.39 Fostering Small Business Participation

The Airport has created a Small Business element, see Attachment 5, to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. The Airport has been very successful in including small business participation in its contracts including using a Small Business for all Engineering Contracts.

To foster small business participation, the Airport will ensure bids are posted on state online procurement websites as well as FAA Matchmaker system. In addition, all bids require a Bidders List (Attachment 3), this assists the Airport in maintaining information on small businesses that may be interested in future opportunities at the airport.

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 it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), The Airport will submit its Overall Three-year DBE Goal to the FAA by August 1st of the year in which the goal is due, as required by the schedule established by and posted to the website of *FAA*.

https://www.faa.gov/sites/faa.gov/files/2021-12/FAAGoalsDueChart%20New_Final.pdf

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 prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and the Airport will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

Step 1. The first step is to determine a base figure for the relative availability of DBEs in the market area. The Airport will use the *Massachusetts Supplier Diversity Office Directory of DBE Certified Businesses* as a method to determine the base figure, see Attachment 6.

The Airport understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

Step 2. The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the Airport would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. The Airport will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

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

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 efforts by the Airport to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, video conference with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before the Airport is required to submit the goal methodology

to the FAA for review pursuant to §26.45(f). The goal submission will document the consultation process in which the Airport engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the Airport will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on the airport's official internet web site <https://beverlyairport.com/> and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on the official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of the Airport. This notice will provide that the Airport and the FAA will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) where the proposal may be reviewed. **The public comment period will not extend the August 1st deadline.**

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

The Airport will begin using the overall goal on October 1 of the relevant period unless other instructions from the FAA have been received.

Project Goals

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

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

Prior FAA Concurrence

The Airport understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by the Airport for calculating goals is inadequate, the FAA may, after consulting with the Airport, adjust the overall goal or require that the goal be adjusted by the Airport. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the FAA will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to §26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 7 to this program.

Section 26.47 Failure to Meet Overall Goals

The Airport cannot be penalized or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless the Airport fails to administer its DBE program in good faith.

The Airport understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

The Airport understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

- Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- The Airport will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain a copy of analysis and corrective actions in records for a minimum of three years and will make it available to the FAA upon request.

Section 26.49 How Are Overall Goals Established for Transit Vehicle Manufacturers?

The Airport does not use transit vehicles.

Section 26.51 Means the Airports Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

The Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

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

- 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 §26.3
- Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing)
- Providing technical assistance and other services;
- Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on the Airport mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate)
- Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
- Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 7 to this program.

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

Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the total amount of a DOT-assisted contract.

Section 26.53 Good Faith Efforts Procedures in Situations Where There Are Contract Goals

Demonstration of Good Faith Efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so, see Attachment 8. Examples of good faith efforts are found in Appendix A to Part 26.

DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as *Responsive*.

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

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

- Award of the contract will be conditioned on meeting the requirements of this section;
- All bidders or offerors will be required to submit the following information to the Airport, at the time provided in paragraph (3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating.
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

(v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.

(vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and

- The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures.

Administrative Reconsideration

Within 5 days of being informed by the Airport that it is not *responsive* because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Kyle Retallack
Chairperson, Beverly Regional Airport Commission
Beverly Regional Airport
50 L.P. Henderson Road
Beverly, MA 01915-1024
Phone: 978-921-6072
Email: iflyforme@gmail.com

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

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

Good Faith Efforts Procedural Requirements (post-solicitation)

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

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

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

- 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 prime contractor;
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory 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 to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
- The Airport determined that the listed DBE subcontractor is not a responsible contractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides The Airport 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 has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Airport and the prime contractor of the reasons, if any, why the DBE objects to the proposed termination of its subcontract and why the prime

contractor's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period shorter than five days may be provided.

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

Each prime contract will include a provision stating:

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

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

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

Section 26.55 Counting DBE Participation

DBE participation will be counted toward overall and contract goals as provided in §26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in §26.87(j).

Pursuant to Sec. 150 of the FAA Reauthorization Act of 2018, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and credit on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Airport is a non-certifying member of the Massachusetts Unified Certification Program (UCP). Massachusetts UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying Massachusetts UCP members make all certification decisions based on the facts as a whole.

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

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

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

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

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Airport is a member of a Unified Certification Program (UCP) administered by MassDOT UCP. The UCP will meet all of the requirements of this section.

The U.S. DOT makes its decision based solely on the entire administrative record as supplemented by the appeal. The U.S. DOT does not make a de novo review of the matter and does not conduct a hearing. The U.S. DOT may also supplement the administrative record by adding relevant information made available by the DOT Office of Inspector General; Federal, State, or local law enforcement authorities; officials of a DOT FAA or other appropriate DOT office; the Airport; or a firm or other private party.

The UCP will promptly implement any DOT certification appeal decisions affecting the eligibility of DBEs for our DOT-assisted contracting (e.g., certify a firm if DOT has determined that the denial of its application was erroneous).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to the Airport

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

Section 26.109 Information, Confidentiality, Cooperation and Intimidation or Retaliation

Information that may reasonably be regarded as confidential business information, consistent with federal, state, and local law will be safeguarded from disclosure to third parties.

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

All participants in the Department's DBE program (including, but not limited to, the Airport, 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 the Airport 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 the Airport, 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. The Airport understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

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

ATTACHMENT 1

DEPARTMENT OF TRANSPORTATION DBE PROGRAM – 49 CFR PART 26

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

ATTACHMENT 2

Bidder's List Collection Form

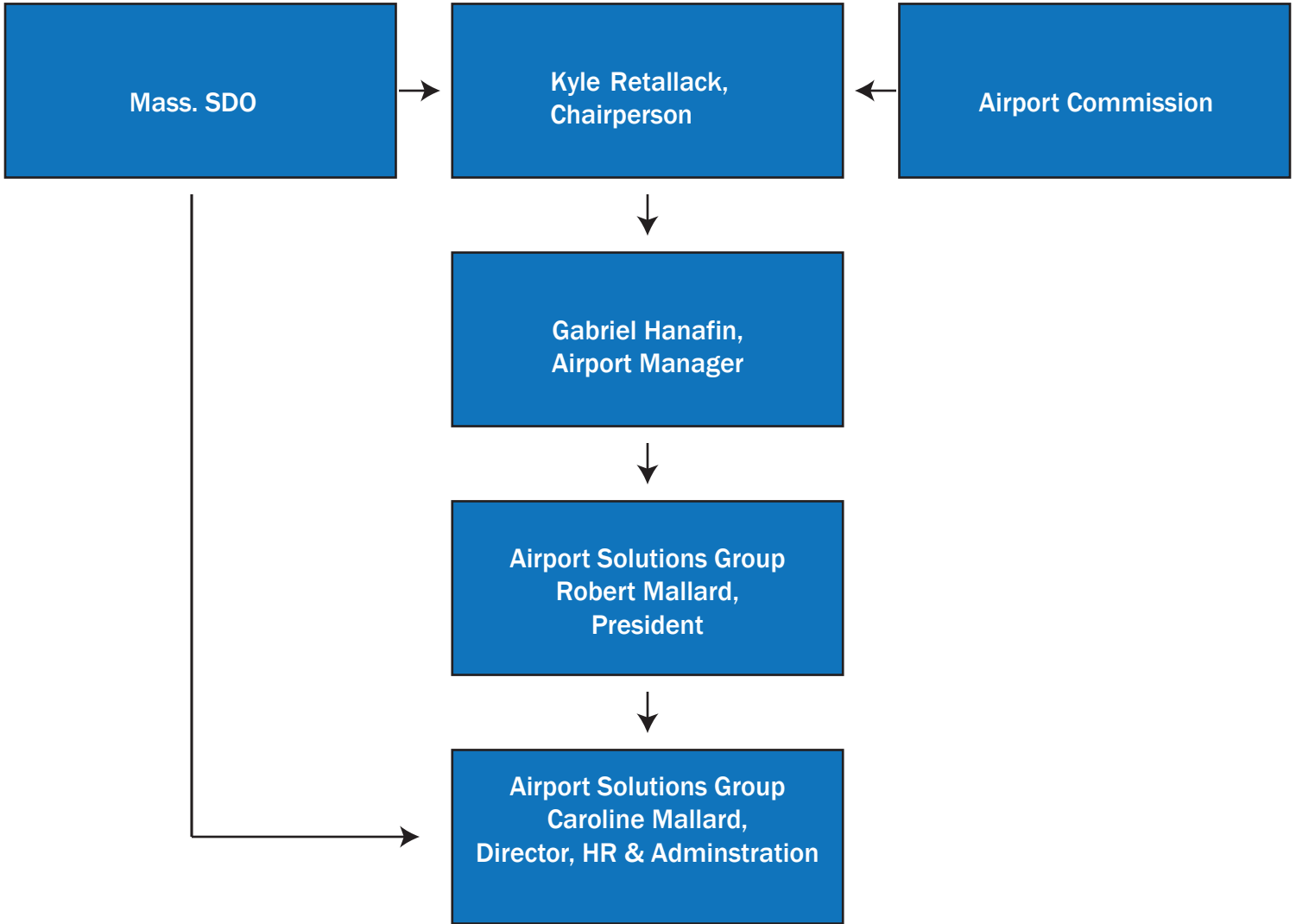
The information below must be collected from every bidder who submits a quote/bid to the recipient and every potential subcontractor who submitted a quote/bid to each bidder. §26.11(c) requires recipients to collect information from all bidders and subcontractors, including unsuccessful ones.

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

Attachment 3

Organizational Chart

Beverly Regional Airport



ATTACHMENT 4

DBE Monitoring and Enforcement Mechanisms

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

1. Breach of contract action, pursuant to Massachusetts State Law;
2. Federal Regulations Part 23 and Part 26 are available to enforce the DBE requirements.

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

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

ATTACHMENT 5

Small Business Element

1. Objective/Strategies

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

2. Definition

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

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

3. Verification

Prime Contractors must complete the Fostering Small Business form for all sub-contractors meeting the federal requirement for a Small Business who provided the Prime Contractor with a quote to perform work on this project, regardless if the sub-contractor will be performing the work.

4. Monitoring/Record Keeping

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

5. Assurance

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

No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and

Steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.

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

FOSTERING SMALL BUSINESS PARTICIPATION

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

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

Small Business Firms to be Utilized (Name, Address, Phone)		Work to be Performed	Total Estimated Cost of Work
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, St, Zip			
Telephone			
Is the firm a Certified DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

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

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

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

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

(DUPLICATE FORM AS NECESSARY)

The following notation is for Sponsor Use Only:

Accepted by: _____ Date: _____

ATTACHMENT 6

DBE Directory

The Disadvantaged Business Enterprise Directory used by the Airport is:

Supplier Diversity Office (SDO)
The McCormack Building
One Ashburton Place, 1017
Boston, MA 02108
617-502-8851

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

Attachment 7

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Beverly Regional Airport

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

DOT-assisted contract amount:

Fiscal Year	Project	FAA \$ Amount
2024	Permitting for AMPU Projects (Reconstruct RW16-34 TW E)	\$207,000
	Data Collection (Site Survey & Geo Tech Investigation to Support Permitting)	\$90,000
2025	Purchase SRE	\$885,000
2026	Design & Reconstruct Mark, Light & Groove RW 16-34	\$11,250,000

Overall Three-Year Goal: 1.52 %, to be accomplished through 0% RC and 1.52% RN (weighted percentage)

Total dollar amount to be expended on DBE's: \$161,615

Market Area:

Determination of Market Area:

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

The Airport used the following counties in its analysis:

Barnstable
Bristol MA
Essex MA
Middlesex MA
Norfolk MA
Plymouth MA
Suffolk MA
Worcester MA

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

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

To determine eligible DBE companies by county, the MA Supplier Diversity Office (SDO) website (<https://www.sdo.osd.state.ma.us/>) was used to download the "Directory of Certified Businesses". The DBE firms were reviewed by listed NAICS codes to determine if they were able to perform the type of work required at the Airport i.e., Paving firms in DBE NAICS 237310 "*Highway, Street, and Bridge Construction*"; Paving on an airport is very different than paving a residential driveway. Paving airports requires large, specialized equipment and knowledge. The individual DBE firms were reviewed and those that were residential or would not have appropriate equipment for large paving projects, were eliminated. "*Landscaping Services*" NAICS 561730 is another area where DBEs were evaluated to make sure they were capable of airport size projects and eliminated those that were residential lawn service providers, etc. The NAICS codes contain large groupings of businesses, some that are not at all relevant, Marine specialty work in "Engineering" or "Heavy Construction" or Janitorial services in "Remediation", Telecommunications or Alarm services, etc.

Regarding environmental work at airports; when determining eligible "*Environmental Consulting Services*" NAICS 541620, firms were removed that do environmental work not associated with airport projects, i.e. wastewater treatment, drinking water, asbestos removal, etc.

All Established Firms in the same market area were determined using data from the U.S. Census Bureau, County Business Patterns 2021 ([https://data.census.gov/table?q=CBP2021.CB2100CBP&q=040XX00US25,25\\$0500000&n=562910&tid=CBP2021.CB2100CBP](https://data.census.gov/table?q=CBP2021.CB2100CBP&q=040XX00US25,25$0500000&n=562910&tid=CBP2021.CB2100CBP)). We divided the total number of “Applicable DBE’s” by the total number of “All Established Firms” for each NAICS code that would be involved in projects. This percentage was used to determine DBE amount per project.

Projects were divided by “Engineering Services” and “Construction Services” to establish the weighted goal percentage. Estimated costs per project, per NAICS were determined and used to establish a weighted percentage of costs per project, per NAICS.

Total of all DBE Dollar amounts were divided by Total of all Project Dollars to determine DBE Goal for Fiscal 2024-2026.

(Total: DBE Engineering + DBE Construction Services)
_____ = **Weighted DBE Goal**

(Total: Engineering + Construction Services Contracts)

Method: Used DBE Directories: <https://www.sdo.osd.state.ma.us/> and Census Bureau Data (Source: U.S. Census Bureau-All Sectors: County Business Patterns, including ZIP Code Business Patterns, by Legal Form of Organization and Employment Size Class for the U.S., States, and Selected Geographies: 2021)

Beverly Regional Airport

BVY

2024-26

County Name	Highway, Street & Bridge 237310		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	9	0	0.00%
Bristol MA	16	1	6.25%
Essex MA	30	0	0.00%
Middlesex MA	39	0	0.00%
Norfolk MA	26	0	0.00%
Plymouth MA	24	2	8.33%
Suffolk MA	10	0	0.00%
Worcester MA	21	0	0.00%
Totals	175	3	1.71%

County Name	All Other Speciality Trade 238990		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	48	2	0.00%
Bristol MA	76	3	3.95%
Essex MA	101	2	1.98%
Middlesex MA	180	1	0.56%
Norfolk MA	91	1	1.10%
Plymouth MA	98	2	2.04%
Suffolk MA	26	2	7.69%
Worcester MA	11	3	27.27%
Totals	631	16	2.54%

County Name	Site Preparation Contractors 238910		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	74	0	0.00%
Bristol MA	122	1	0.82%
Essex MA	106	0	0.00%
Middlesex MA	201	2	1.00%
Norfolk MA	140	0	0.00%
Plymouth MA	127	2	1.57%
Suffolk MA	35	0	0.00%
Worcester MA	178	1	0.56%
Totals	983	6	0.61%

County Name	Landscaping Services 561730		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	455	1	0.22%
Bristol MA	327	3	0.92%
Essex MA	553	0	0.00%
Middlesex MA	953	0	0.00%
Norfolk MA	446	0	0.00%
Plymouth MA	372	0	0.00%
Suffolk MA	106	0	0.00%
Worcester MA	498	0	0.00%
Totals	3710	4	0.11%

County Name	Engineering Services 541330		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	69	1	1.45%
Bristol MA	78	1	1.28%
Essex MA	151	2	1.32%
Middlesex MA	494	4	0.81%
Norfolk MA	176	3	1.70%
Plymouth MA	102	1	0.98%
Suffolk MA	146	5	3.42%
Worcester MA	159	3	1.89%
Totals	1375	20	1.45%

County Name	Enviromental Consulting Services 541620		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	15	0	0.00%
Bristol MA	13	0	0.00%
Essex MA	25	1	4.00%
Middlesex MA	86	5	5.81%
Norfolk MA	25	1	4.00%
Plymouth MA	21	1	4.76%
Suffolk MA	24	0	0.00%
Worcester MA	29	1	3.45%
Totals	238	8	3.36%

County Name	Survey & Mapping (except 541370)		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	10	0	0.00%
Bristol MA	7	0	0.00%
Essex MA	25	0	0.00%
Middlesex MA	20	3	15.00%
Norfolk MA	14	0	0.00%
Plymouth MA	16	2	12.50%
Suffolk MA	6	1	16.67%
Worcester MA	16	0	0.00%
Totals	114	6	5.26%

County Name	Testing Laboratories 541380		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	3	0	0.00%
Bristol MA	0	0	0.00%
Essex MA	16	0	0.00%
Middlesex MA	46	0	0.00%
Norfolk MA	16	0	0.00%
Plymouth MA	10	0	0.00%
Suffolk MA	7	0	0.00%
Worcester MA	23	0	0.00%
Totals	121	0	0.00%

County Name	Electrical 238210		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	138	0	0.00%
Bristol MA	208	2	0.96%
Essex MA	283	0	0.00%
Middlesex MA	639	2	0.31%
Norfolk MA	274	0	0.00%
Plymouth MA	263	2	0.76%
Suffolk MA	104	1	0.96%
Worcester MA	310	1	0.32%
Totals	2219	4	0.18%

County Name	Real Estate Appraisors 531320		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	8	0	0.00%
Bristol MA	16	0	0.00%
Essex MA	17	1	5.88%
Middlesex MA	47	0	0.00%
Norfolk MA	20	0	0.00%
Plymouth MA	12	0	0.00%
Suffolk MA	10	2	20.00%
Worcester MA	21	0	0.00%
Totals	151	1	0.66%

County Name	Plumbing HVAC Mechanical 238220		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	209	0	0.00%
Bristol MA	267	0	0.00%
Essex MA	335	0	0.00%
Middlesex MA	745	0	0.00%
Norfolk MA	363	0	0.00%
Plymouth MA	308	2	0.65%
Suffolk MA	118	2	1.69%
Worcester MA	321	0	0.00%
Totals	2666	4	0.15%

County Name	Architectural Services 541310		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	32	0	0.00%
Bristol MA	22	0	0.00%
Essex MA	60	2	3.33%
Middlesex MA	235	6	2.55%
Norfolk MA	664	2	0.30%
Plymouth MA	40	2	5.00%
Suffolk MA	182	10	5.49%
Worcester MA	25	0	0.00%
Totals	1260	22	1.75%

County Name	Oil & Gas Structures Constr. 237120		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	0	0	0.00%
Bristol MA	0	0	0.00%
Essex MA	3	0	0.00%
Middlesex MA	3	0	0.00%
Norfolk MA	4	0	0.00%
Plymouth MA	4	1	25.00%
Suffolk MA	0	0	0.00%
Worcester MA	0	0	0.00%
Totals	6	0	0.00%

County Name	Logistics Consulting 541614		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	0	0	0.00%
Bristol MA	10	0	0.00%
Essex MA	11	0	0.00%
Middlesex MA	65	0	0.00%
Norfolk MA	28	1	3.57%
Plymouth MA	13	0	0.00%
Suffolk MA	25	0	0.00%
Worcester MA	20	0	0.00%
Totals	86	0	0.00%

County Name	Othe Heavy & Civil Constr. 237990		
	ESTAB	Relevant DBE	% of co. DBE
Barnstable	8	0	0.00%
Bristol MA	9	0	0.00%
Essex MA	18	0	0.00%
Middlesex MA	15	1	6.67%
Norfolk MA	12	0	0.00%
Plymouth MA	11	0	0.00%
Suffolk MA	9	0	0.00%
Worcester MA	5	2	40.00%
Totals	87	3	3.45%

	NAICS	Total Firms	DBEs	% DBE
Highway, Street & Bridge Construction	237310	175	3	1.71%
All Other Speciality Trade Contractors (fences)	238990	631	16	2.54%
Site Preparation Contractors	238910	983	6	0.61%
Landscaping Services	561730	3710	4	0.11%
Electrical	238210	2219	4	0.18%
Plumbing HVAC Mechanical	238220	2666	4	0.15%
Construction Totals		5499	29	0.53%

	NAICS	Total 2024	Total 2025	Total 2026	Total 3 years	DBE portion
Highway, Street & Bridge Construction	237310	\$6,789,375	\$6,789,375	\$116,389	\$13,395,139	\$116,389
All Other Speciality Trade Contractors (fences)	238990			\$95,625	\$95,625	\$2,425
Site Preparation Contractors	238910			\$1,434,375	\$1,434,375	\$8,755
Landscaping Services	561730			\$286,875	\$286,875	\$309
Electrical	238210			\$973,125	\$973,125	\$1,754
Plumbing HVAC Mechanical	238220					\$0
Total Construction		\$0	\$0	\$8,606,250	\$8,606,250	\$129,633
				Construction DBE		1.51%

	NAICS	Total Firms	DBEs	% DBE
Engineering Services	541330	1375	20	1.45%
Enviromental Consulting Services	541620	238	8	3.36%
Survey & Mapping (except Geophysical)	541370	114	6	5.26%
Testing Laboratories	541380	121	0	0.00%*
Real Estate Appraisors	531320	151	0	0.00%*
Architectural Services	541310	1260	22	1.75%
Oil & Gas Structures Constr.	237120	6	0	0.00%*
Logistics Consulting	541614	86	0	0.00%*
Engineering Totals		1848	34	1.84%

	NAICS	Total 2024	Total 2025	Total 2026	Total 3 years	DBE portion
Engineering	541330	\$134,010	\$35,400	\$1,620,000	\$1,789,410	\$26,028
Environmental	541620	\$117,990		\$16,875	\$134,865	\$4,533
Non-Geotech Survey	541370	\$27,000			\$27,000	\$1,421
GeoTech/Testing	541380	\$18,000		\$33,750	\$51,750	\$0
Real Estate Appraisors	531320				\$0	\$0
Architectural Services	541310				\$0	\$0
Oil & Gas Structures Constr.	237120				\$0	\$0
Logistics Consulting	541614				\$0	\$0
Total Engineering		\$297,000	\$35,400	\$1,670,625	\$2,003,025	\$31,982
				Engineering DBE		1.60%

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

	Total Contracts	DBE Portion		Weighted DBE Goal
Total 3 Year Construction	\$8,606,250	\$129,633	=	1.52%
Total 3 Year Engineering	\$2,003,025	\$31,982		
Combined Totals	\$10,609,275	\$161,615		

2024

2025

2026

Project	FAA \$ Amount	Project	FAA \$ Amount	Project	FAA \$ Amount
Permitting for AMPU Projects (recont RW16-34 TWE)	\$207,000	Purchase SRF- Bill Funding	\$885,000	Design & Reconstruct Mark, Light & Groove RW 16-34	\$11,250,000
Data Collection (site survey & geo tech investigation to support permitting)	\$90,000				
	\$297,000		\$885,000		\$11,250,000
Permitting for AMPU Projects (recont RW16-34 TWE)	\$207,000	Purchase SRF- Bill Funding	\$885,000	Design & Reconstruct Mark, Light & Groove RW 16-34	\$11,250,000

Prime	NAICS	\$Vol of project	% of project	Prime	NAICS	\$Vol of project	% of project	Prime	NAICS	\$Vol of project	% of project
ASG	541380	\$207,000.00	100.00%	ASG	541380	\$885,000	100.00%	ASG	541380	\$1,689,500	15.00%
Testing Laboratories	541380			Testing Laboratories	541380			Testing Laboratories	541380	\$38,750	2.00%
Environmental Consulting Services	541620	\$117,990.00	57.00%	Environmental Consulting Services	541620			Environmental Consulting Services	541620	\$16,875	1.00%
Survey & Mapping (except Geophysical)	541370			Survey & Mapping (except Geophysical)	541370	\$35,400	4.00%	Survey & Mapping (except Geophysical)	541370	\$1,620,000	96.00%
Engineering Services	541330	\$89,010.00	43.00%	Engineering Services	541330	\$849,600	96.00%	Engineering Services	541330	\$16,875	1.00%
Construction Projects:	NAICS	\$Vol of project	% of project	Construction Projects:	NAICS	\$Vol of project	% of project	Construction Projects:	NAICS	\$Vol of project	% of project
TBD				TBD				TBD			
Highway, Street & Bridge Construction	237310			Highway, Street & Bridge Construction	237310			Highway, Street & Bridge Construction	237310	\$6,789,375	71.00%
Site Preparation Contractors	238910			Site Preparation Contractors	238910			Site Preparation Contractors	238910	\$1,434,375	15.00%
Landscape Services	561730			Landscape Services	561730			Landscape Services	561730	\$286,875	3.00%
Electrical	238210			Electrical	238210			Electrical	238210	\$956,250	10.00%
Electrical	238210			Electrical	238210			All other Specialty Trades	238990	\$95,625	1.00%

Prime	NAICS	\$Vol of project	% of project
ASG	541380	\$90,000	100.00%
Testing Laboratories	541380	\$18,000	20.00%
Environmental Consulting Services	541620		
Survey & Mapping (except Geophysical)	541370	\$37,000	30.00%
Engineering Services	541330	\$45,000	50.00%
Construction Projects:	NAICS	\$Vol of project	% of project
TBD			
Highway, Street & Bridge Construction	237310		
Site Preparation Contractors	238910		
Landscape Services	561730		
Electrical	238210		

Data Collection (site survey & geo tech investigation to support permitting)

\$90,000

NAICS	Type	Project 1	Project 2	Total 2024	NAICS	Type	Project 1	Project 2	Total 2025	NAICS	Type	Project 1	Project 2	Project 3	Total 2026
541380	Testing Laboratories	\$18,000	\$18,000	\$36,000	541380	Testing Laboratories	\$0	\$0	\$0	541380	Testing Laboratories	\$33,750	\$33,750	\$33,750	\$33,750
541620	Environmental Consulting Services	\$117,990	\$117,990	\$117,990	541620	Environmental Consulting Services	\$0	\$0	\$0	541620	Environmental Consulting Services	\$16,875	\$16,875	\$16,875	\$16,875
541370	Survey & Mapping (except Geophysical)		\$37,000	\$37,000	541370	Survey & Mapping (except Geophysical)	\$35,400	\$0	\$35,400	541370	Survey & Mapping (except Geophysical)	\$1,620,000	\$0	\$0	\$1,620,000
541330	Engineering Services	\$89,010	\$45,000	\$134,010	541330	Engineering Services	\$849,600	\$0	\$849,600	541330	Engineering Services	\$16,875	\$0	\$0	\$16,875
237310	Highway, Street & Bridge Construction			\$0	237310	Highway, Street & Bridge Construction			\$0	237310	Highway, Street & Bridge Construction	\$6,789,375	\$0	\$0	\$6,789,375
238910	Site Preparation Contractors			\$0	238910	Site Preparation Contractors			\$0	238910	Site Preparation Contractors	\$1,434,375	\$0	\$0	\$1,434,375
561730	Landscape Services			\$0	561730	Landscape Services			\$0	561730	Landscape Services	\$286,875	\$0	\$0	\$286,875
238210	Electrical			\$0	238210	Electrical			\$0	238210	Electrical	\$923,125	\$0	\$0	\$923,125
238210	Electrical			\$0	238210	Electrical			\$0	238990	All other Specialty Trades	\$95,625	\$0	\$0	\$95,625

Totals by NAICS for Year

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

The Airport will solicit public participation by way of advertising in local media to understand actual DBE interest in projects using the following methods: MASSDOT and the Beverly Regional Airport Commission Meetings and Public notice in the *Salem News*.

In establishing the overall goal, the Airport provided for consultation and publication. This process included consultation with minority, women's, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Airport's efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process and was conducted before the goal methodology was submitted to the operating administration for review. Details of the consultation are as follows.

The consultation engaged in was by email, telephone and the opportunity to participate in a video meeting. Organizations involved were: MassDOT Aeronautics Division, MassDOT Office of Diversity & Civil Rights, GNEMSDC (Greater New England Minority Supplier Development Council), MassDOT Small Business Resources, Mass UCP Certification Office; Apex Accelerator Office, WTS (Woman in Transportation) and BECMA (Black Economic Council MA).

No specific comments were received.

A notice of the proposed goal was published on the Airport's/Town's official before the methodology was submitted to the FAA.

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

The Airport will meet the maximum feasible portion of its overall goal by using RN means of facilitating DBE participation such as: Breakout of Estimated Race Neutral (RN) and Race Conscious (RC) Participation. 26.51(b)(1-9)

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

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation;
2. Carrying out information and communications programs on specific contract opportunities; ensuring email notification to DBEs of opportunities, using the FAA Matchmaker system and the MA Central Register to register bid opportunities.
3. Ensuring distribution of DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors;
4. Ensuring DBE goals are published in in all bid and contract documents.

The Airport estimates that in meeting its overall goal of 1.52%, it will obtain 1.52% from RN participation and 0% through RC measures.

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

Contract Goals

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

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

ATTACHMENT 8

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

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

I, _____, _____
Name Title

of _____
Contractor Name

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

Project _____ as a DBE for the provision of

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

Name of Prospective Sub-Contractor

Address City and State Telephone #

Contact was made by { } Telephone { } In Person

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

{ } DBE Firm Declined Job

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

because: _____

{ } Other _____

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

Signature of Authorized Representative, General Contractor Date

FEDERAL AVIATION ADMINISTRATION

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Name of bidder/offeror's firm: _____

State Registration No. _____

By: _____

Title

Signature _____

ATTACHMENT 9

DBE Certification Application Form

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

MassUCP/DBE Certification Office

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

ATTACHMENT 10
State UCP Agreement

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN THE

Commonwealth & Regional Authorities:

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

Municipal and Regional Airports:

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

(collectively, the “Participants”)

AND THE

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

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

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

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

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

A. Definitions

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

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

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

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

B. Scope of Services to be Provided by SDO

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

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

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

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

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

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

C. Participant Responsibility for Payment for SDO Services:

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

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

D. Dispute Resolution

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

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

E. Confidentiality of Information & Reciprocity

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

F. Other States' Programs

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

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

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

This _____ day of _____, 2010.

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

Jeffrey B. Mullan, Secretary/CEO

Approved as to form:

Monica E. Conyngham, General Counsel



COMMONWEALTH OF MASSACHUSETTS INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM

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

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

PRINT NAME: CHRISTOPHER WILLENBORG	PRINT NAME: GARY LAMBERT
PRINT TITLE: ADMINISTRATOR	PRINT TITLE: ASSISTANT SECRETARY OF OSD



INTERDEPARTMENTAL SERVICE AGREEMENT (ISA) FORM TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



ATTACHMENT A – TERMS OF PERFORMANCE AND JUSTIFICATIONS:

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

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

See attached

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

See attached

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

See attached

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

OSD has expertise for these services.

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

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

N/A

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

Rented postage meter, leased copier machine.

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

See attached.

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

ATTACHMENT B - BUDGET

Check one: Initial ISA Budget

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

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

CURRENT DOC ID: **ISADOT**

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

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

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

Additional Budget Specifications:

ATTACHMENT C – FEDERAL GRANT SELLER/CHILD ACCOUNT

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

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

Authorized Signatory Seller/Child Department: _____ Date: _____ Name: _____

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

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

EXAMPLE DOC ID Number: **ISAEPS12345678SDF06A**

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

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