ALBANY COUNTY AIRPORT AUTHORITY

NEW YORK STATE MINORITY AND

WOMEN-OWNED BUSINESS ENTERPRISE

MASTER GOAL PLAN FOR NYS FISCAL YEAR 2020 – 2021
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ALBANY COUNTY AIRPORT AUTHORITY
MASTER GOAL PLAN
NYS FISCAL YEAR 2020-2021

1) AGENCY OVERVIEW

The Albany County Airport Authority (Authority) is a body corporate and politic constituting a public benefit corporation established and existing pursuant to the Albany County Airport Authority Act, Title 32 of Article 8 of the New York Public Authorities Law. The State of New York (State) created the Authority in 1993 in order to promote the strengthening and improvement of the Airport, to facilitate the financing and construction of the Terminal Improvement Project (TIP) and subsequent capital improvement programs, and give the Authority the power to operate, maintain and improve the Airport.

The Authority is governed by seven members, with four members appointed by the majority leader of the County of Albany (County) Legislature and three members by the County Executive, all with approval of the County Legislature. The Authority members are appointed for a term of four years or until a successor is appointed, except that any person appointed to fill a vacancy will be appointed to serve only the unexpired term.

The Albany County Airport Authority has established a Disadvantaged Business Program in accordance with the regulation appropriated by the US Department of Transportation 49 CFR Part 26. The Authority has also established a Minority and Women owned Business in accordance with Article 15-A Rules and Regulations. The Authority’s procurement practices conform with Article 15-A of the Executive Law.

The Albany County Airport Authority has entered into certain grant agreements with the Federal Aviation Administration (FAA) whereby the Authority has agreed to ensure that minority, women-owned and disadvantaged business, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal and non Federal funds. Furthermore, the Authority requires all entities entering into Airport contract to also agree to ensure that minority, woman-owned and disadvantaged business enterprises, have the maximum opportunity to compete for, and participate in the performance of Airport contracts and subcontracts financed in whole or part, with Federal, State and Airport funds. The Albany County Airport Authority and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Airport contracts.

The purpose of assisting minority and women owned Disadvantaged Business Enterprise is to achieve the objectives of the Albany County Airport Authority’s policy as set forth above, of supporting the fullest possible participation for firms owned and controlled by minorities, women, and socially and economically disadvantage individuals. This includes assisting MWDBEs throughout the life of contracts in which they participate. The standards apply to all contracts for goods services or construction awarded by or on behalf of the Authority.
MISSION STATEMENT

ALBANY COUNTY AIRPORT AUTHORITY
MISSION STATEMENT AND PERFORMANCE MEASURES

The Authority is responsible for the efficient planning, development, administration, operation and financial condition of the Airport. The Authority, as landlord, rents space and assesses fees and charges to the airlines and businesses providing goods and services to the traveling public and to the civilian, business, governmental and military users of the Airport. The Authority is responsible for assuring residents of the County, the Town of Colonie and the surrounding areas of minimal environmental impact from air navigation and transportation. In October of 2005 the Authority employed the services of Maquire-AvPorts, currently AFCO AvPorts Management LLC (“AFCO”) and Aviation Facilities Company, Inc. (“AFCO Parent”) to manage the daily operations and maintenance of the Airport and the services of REW Investments, Inc. (d/b/a Million Air) to manage the daily operations of the Fixed Base Operation (FBO).
2) **DESCRIPTION OF PROCUREMENT STRATEGY**

**MWBE PROCUREMENT STRATEGY**

The Authority continues to evolve its solicitation, goal setting and monitoring efforts to improve MWBE participation. The Authority has established the amount of payments, the number of different MWBE firms used, and a number of firms used for the first time by the Authority.

The Authority will assist certified MWBE firms identify procurement opportunities and understand procurement processes, policies and procedures. The Authority seeks to increase the pool of available MWBE firms by encouraging uncertified firms that meet the criteria to get certified as MBE and/or WBE by applying for MWBE certification. The Authority will assist firms that may be eligible for certification understand the requirements and the advantages of becoming certified, and will assist firms meeting the criteria understand the certification requirements and navigate the application process.

The Authority will work closely with prime contractors to ensure that they comply with requirements to report payments to subcontractors and that they make good faith efforts to meet the utilization goals established for the contract. Assistance to prime contractors includes providing them with lists of certified MWBE’s able to perform specific types of work that falls within the scope of the contract. This intensive effort maximizes the likelihood that the prime contractors will be able to meet the utilization goals.
3) **BOILERPLATE LANGUAGE**

**FEDERAL LAW REQUIREMENTS FOR BID SOLICITATIONS**

**SECTION 100**

100-01 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED)

A. The following is to be made a part of all solicitations for bids on all federally assisted construction contracts or subcontracts in excess of $10,000.00.

B. The offeror’s or bidder’s attention is called to the “Equal Opportunity Clause” (Section 100-04) and the “Standard Federal Equal Employment Opportunity Construction Contract Specifications” (Section 100-06) set forth herein.

C. The goals for minority and female participation, expressed in percentage terms **FOR THE CONTRACTOR’S WORKFORCE** on all construction work in a covered area, are as follows:

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<th>Goals for minority Participation</th>
<th>Goals for female Participation</th>
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<tr>
<td>5%</td>
<td>4%</td>
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1. These goals are applicable to all the contractor’s **CONSTRUCTION WORKFORCE** (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

2. The contractor’s compliance with the executive order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project, for the sole purpose of meeting the contractor goals shall be a violation of the contract, the executive order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

D. The contractor shall provide written notification to the Director, OFCCP, within 10 working days of award of any construction subcontract in excess of $10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor, employer identification number, estimated dollar amount of the subcontract, estimated starting and completion dates of the subcontract, and the geographical area in which the contract is to be performed.

E. As used in this notice and in the contract resulting from this solicitation, the “covered area” is Albany International Airport, County of Albany, New York.
F. The Department of Labor has eliminated all imposed EEO plans and the Philadelphia Plan as a means of complying with Executive Order 11246. Hometown Plans can still be used; however, signatories are required to submit goals and timetables for the utilization of women to the Director, Office of Federal Contract Compliance Programs, Department of Labor, Washington, D.C.

100-02 CERTIFICATION OF NONSEGREGATED FACILITIES: All bidders will be required to submit with their bids a Certification of Nonsegregated Employee Facilities, including an agreement to get a similar certification from proposed subcontractors. These certifications will be required prior to award of contract.

(SEE CERTIFICATION FORM ON NEXT PAGE)
CONTRACTOR'S CERTIFICATION OF NONSEGREGATED FACILITIES

The federally assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit employees to perform services at any location, under its control, where segregated facilities are maintained. The federally assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform services at any location, under its control where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term “segredated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directives or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or any other reason. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications for proposed subcontractors prior to the award of subcontractors exceeding $10,000.00 which are not exempt from the provisions of the equal opportunity clause and that he will retain such certifications in his files.

The information above is true and complete to the best of my knowledge.

_________________________________________  Date____________________

Name and Title (Please type)  

Signature

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.
100-03 REPORTS

A. Contractors/Subcontractors with 50 or more employees and Contracts over $50,000.00: All contractors and subcontractors performing on federally assisted projects are required to file annually (on or before March 31) complete and accurate reports on SF 100 (Employee Information Report, EEO-I) to the Joint Reporting Committee. The first report is due within 30 days after award unless such report was filed within the preceding 12-month period.

Standard Form 100 is normally furnished based on a mailing list, but can be obtained from the Joint Reporting Committee, P.O. Box 2236, Norfolk, Virginia 20501.

B. Contractors/Subcontractors with Contracts over $10,000.00: As indicated in paragraph E of the EEO Clause, monthly Employment Utilization Reports, CC 257 (previously SF 257) will be submitted to the OFCCP, at the following addresses:

For downstate New York and New Jersey:
Mr. Harold M. Busch
District Director, OFCCP/ESA
U.S. Department of Labor
26 Federal Plaza, Rm. 36-116
New York, N.Y. 10278

For upstate New York:
Mr. Garland Sweeney
District Director, OFCCP/ESA
U.S. Department of Labor
Jackson Building, Rm. 609
220 Delaware Avenue
Buffalo, N.Y. 14202

100-04 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE: The following is included IN ENTIRETY in all federally funded construction contracts over $10,000.00.

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other compensation; and selection for training, including apprenticeship. The contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices (Attached as 100-05) setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. The contractor will send, to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice (Attached as 100-05) advising the said labor
union or workers’ representatives of the contractor’s commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will comply with all provisions of Executive Order 11246, as amended, of September 24, 1965, and the rules, regulations, and relevant orders of the Secretary of Labor.

E. The contractor will furnish all information and reports required by Executive Order 11246, as amended, of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Comptroller General of the United States, Department of Transportation, FAA and the Secretary of Labor for purposes of Investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise proved by law.

G. The contractor will include the portion of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246, as amended, September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the FAA may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the FAA, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

H. Contractors and subcontractors may satisfy the requirements of Paragraph B of the referenced EEO clause by complying with any of the following:

1. Stating in the Invitations for bids that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin, or

2. Including appropriate insignia in display or other advertising as prescribed by the Department of Labor, or

3. Using a single advertisement grouped with other advertisements under a caption which clearly states that all employers in the group assure all qualified applicants will have equal consideration for employment without regard to race, color, religion, sex, or national origin, or

4. Using the phrase “an equal opportunity employer” in a single advertisement in clearly distinguishable type.
SECTION 100-05 NOTICES TO BE POSTED
PER PARAGRAPHS A AND C OF THE EEO CLAUSE

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW - DISCRIMINATION IS PROHIBITED BY
THE CIVIL RIGHTS ACT OF 1964 AND BY EXECUTIVE ORDER NO. 11246

Title VI of the Civil Rights Act of 1964 - Administered by:

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Prohibits discrimination because of Race, Color, Religion, Sex, or National Origin by Employers with 75
or more employees, by Labor Organizations with a hiring hall of 75 or more members, by Employment
Agencies, and by Joint Labor-Management Committees for Apprenticeship or Training. After July 1,
1967, employees and labor organizations with 50 or more employees or members will be covered: after
July 1, 1968, those with 25 or more will be covered.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1800 G Street NY, Washington, D.C. 20506

Executive Order No. 11246 - Administered by:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE

Prohibits discrimination because of Race, Color, Religion, Sex or National Origin, and requires
affirmative action to ensure equality of opportunity in all aspects of employment.

By all Federal Government Contracts and Subcontractors, and by Contractors Performing Work Under
a Federally Assisted Construction Contract, regardless of the number of employees in either case.

ANY PERSON

Who believes he or she has been discriminated against

SHOULD CONTACT

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE
U.S. Department of Labor, Washington, D.C. 20210
100-06 STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246, AS AMENDED)

The following specifications are made a part of all federally assisted construction contracts or subcontracts over $10,000.00 AND included in all invitations for bids:

A. As used in these specifications:

1. "Covered area" means the geographical area described in the solicitation for which this contract resulted;

2. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

3. "Employer’s identification number" means the Federal social security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

4. "Minority" includes:

   (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

   (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

   (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast, Asia, and the Indian subcontinent, or the Pacific Islands); and

   (d) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

B. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which the contract resulted.

C. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals and timetables) shall be in accordance with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in the compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved plan does not excuse any covered contractor’s or subcontractor’s failure to take good faith efforts to achieve the plan goals and timetables.
D. The contractor shall implement the specific affirmative action standards provided in paragraphs G.1 to G.16 of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply to the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

E. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, as amended, or the regulations promulgated pursuant thereto.

F. In order for the nonworking training hours of apprenticeship and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

G. The contractor shall take specific affirmative actions to ensure EEO. The evaluation of the contractor’s compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

1. Ensure and maintain in a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

2. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its union have employment opportunities available, and maintain a record of the organizations' responses.

3. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

4. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

5. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under G.2 above.
6. Disseminate the contractor’s EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

7. Review, at least annually, the company’s EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

8. Disseminate the contractor’s EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractors and subcontractors with whom the contractor does or anticipates doing business.

9. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the contractors recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and test to be used in the selection process.

10. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor’s workforce.

11. Validate all test and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

12. Conduct, at least annually, an inventory and evaluation, at lease of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

13. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor’s obligations under these specifications are being carried out.

14. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

15. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

16. Conduct a review, at least annually, of all supervisors’ adherence to and performance under the contractor’s EEO policies and affirmative action obligations.

H. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (G.1 to G.16). The efforts of a contractor association, joint contractor-
union, contractor-community, or other similar groups of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under G.1 to G.16 of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor’s minority and female workforce participation, makes good faith efforts to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractors and failure of such a group to fulfill an obligation shall not be a defense for the contractor’s noncompliance.

I. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide EEO and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the executive order if a particular group is employed in a substantially disparate number (for example, even thought the contractor has achieved its goals for women generally, the contractor may be in violation of the executive order if a specific minority group of women is underutilized).

J. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

K. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246, as amended.

L. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and in its implementing regulations, by the OFCCP. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 12246, as amended.

M. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph G or these specifications so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the executive order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

N. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

O. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development block Grant Program).

100-07 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS OF THE DEPARTMENT OF TRANSPORTATION: During the performance of this contract, the contractor, for itself, its assigns and successors in interest (hereinafter referred to as the contractor) agrees as follows:

A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, DOT) Title
49. Code of Federal Regulations, Part 21, as they may be amended from time to time (hereafter, Regulations), which are herein incorporated by reference and made a part of this contract.

B. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. **Solicitations for Subcontractors, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the sponsor or the FAA as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the contractor under the contract until the contractor complies, and/or
2. Cancellation, termination, or suspension of the contract, in whole or in part.

F. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs A and E in every subcontract. Including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

G. **Breach of Contract Terms - Sanctions:** Any violation or breach of the terms of this contract on the part of the contractor/subcontractor may result in the suspension or terminal of this contract or such other action which may be necessary to enforce the rights of the parties of this agreement.

**100-08 STANDARD REQUIREMENTS FOR AIRPORT IMPROVEMENT PROGRAM CONTRACTS:** The following is included in all federally assisted construction contracts:

A. **AIP Project:** The work in this contract is included in AIP Grant Nos. 3-36-0001-xx-04 (Pending) which is being undertaken and accomplished by Albany County Airport Authority in accordance with the terms and conditions of a grant agreement between the Albany County Airport Authority, hereinafter referred to as the Sponsor, and the United States, under the Airport and Airway Improvement Act of 1982 (AAIA) (P.L. 97-248, 49 U.S.C. 2201 et seq) and Part 152 of the Federal Aviation Regulations (FAR) (14 CFR Part 152), or its
successor regulation, pursuant to which the United States has agreed to pay a certain percentage of the Act. The United States is not a party to this contract and no reference in this contract to the FAA or any representative thereof, or the United States, by the contract, makes the United States a party to this contract.

B. Consent to Assignment: The contractor shall obtain the prior written consent of the sponsor to any proposed assignment of any interest in or part of this contract.

C. Veteran=s Preference: In the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to veterans of the Vietnam era and disabled veterans. However, this preference may be given only when the individuals are available and qualified to perform the work to which the employment relates.

D. FAA Inspection and Review: The contractor shall allow any authorized representative of the FAA to inspect and review any work or material used in the performance of this contract.

E. Inspection Records: The contractor shall maintain an acceptable cost accounting system. The sponsor, the FAA, and the Comptroller General of the United States shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions. The contractor shall maintain all required records for three years after the sponsor makes final payment and all other pending matters are closed.

F. Rights to Inventions - Materials: All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the recipient of the Federal grant under which this contract is executed.

G. Disadvantaged Business Enterprises: It is the policy of the Department of Transportation that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of this contract.

   1. The contractor agrees to ensure that disadvantaged business enterprises have the maximum opportunity to participate in the performance of subcontracts. In this regard the contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform subcontracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of this contract.

100-09 CLEAN AIR AND WATER POLLUTION CONTROL REQUIREMENTS: Contractors and subcontractors must agree for any contract or subcontract exceeding $100,000.00:

A. That any facility to be used in the performance of the contract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

B. That it will comply will all the requirements of Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, Environmental Protection Agency Regulation (40 CFR Part 15) and all regulations issued thereunder;

C. That it will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be utilized for performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities; and

D. That it will include or cause to be included in any contract or subcontract which exceeds $100,000.00 the aforementioned criteria and requirements.

100-10 BONDING/INSURANCE: The following clauses are included in all federally assisted construction contracts for bids and/or contracts in excess of $100,000.00;
A. The contractor agrees to furnish a performance bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to secure fulfillment of all contractors’ obligations under such contract.

B. The contractor agrees to furnish a payment bond for 100 percent of the contract price. This bond is one that is executed in connection with a contract to assure payment as required by law of all persons supplying labor and materials in the execution of the work provided for in the contract.

100-11 DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS: Disadvantaged Business Enterprises (DBE) requirements are applicable to each general aviation airport sponsor receiving grant funds in excess of $250,000; each non-hub airport sponsor (including commuters) receiving grant funds in excess of $400,000; each large, medium, small hub airport sponsor receiving a grant in excess of $500,000.

Since the contract to be awarded under this advertised bid falls into the above category, the bid is subject to the following DBE requirements:

A. The successful bidder shall make a good faith effort to use DBE subcontractors and to replace a DBE subcontractor that is unable to perform successfully with another DBE subcontractor. There shall be no substitution of an subcontractors without the prior approval of the sponsor in order to ensure that the substitute firm is an eligible DBE.

B. Definitions:

1. A disadvantageous business enterprise is a small business concern:

   (a) Which is at least 51% owned by one or more socially or economically disadvantaged individuals, or, in the case of any publicly owned business, at least 52% of the stock of which is owned by one or more socially and economically disadvantaged individuals; and

   (b) Whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it.

2. Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of $14 million over the previous three fiscal years.

3. Socially and economically disadvantaged individuals means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act. Recipients shall make a rebuttable presumption that individuals in the following groups are socially and economically disadvantaged. Recipients also may determine, on a case-by-case basis that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

   (a) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
   (b) “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
   (c) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
   (d) “Asian-Pacific Americans,” which includes persons who origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guan, the U.S. trust Territories of the Pacific, and the Northern Marianas; and
(e) "Asian-Indian Americans," which includes persons whose origins are from India, Pakistan, and Bangladesh.

C. **Bidding Requirements:** Each Bidder is required to submit DBE participation information and, as a condition of contract award, must meet the DBE goal or demonstrate to the Airport sponsor that it made a good faith effort to reach the goal.

The bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 10% of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). In the event that the bidder for this solicitation qualifies as a DBE, the contract goals shall be deemed to have been met. Individuals who are rebuttable presumed to be socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. Each Bidder will be required to submit within the bid information concerning the DBE’s that will participate in this contract. The information will include: (1) the name and address of each DBE; (2) a description of the work to be performed by each named firm; (3) the dollar value of the contract; and (4) a copy of the DBE Certification. If the bidder fails to achieve the contract goal stated herein, it shall provide documentation with the bid demonstrating that it made good faith efforts in attempting to do so. A bid that fails to meet these requirements will be considered non-responsive.

D. **Procedures to Confirm Good Faith Efforts:** If the apparent low bidder, who is otherwise responsive and responsible, cannot meet the goal, he must show that he has made good faith efforts to this end through:

1. Attendance at the pre-bid meetings;
2. Copies of advertisement(s) in trade association newsletters and minority-owned media;
3. A report with a detailed statement of efforts made to locate and negotiate with DBE’s, including information on:
   
   (a) Efforts made to select portions of the work proposed to be performed by DBE’s in order to increase the likelihood of achieving the stated goal;

   (b) Each DBE contracted, but which the bidder considers to be unqualified to perform the work;

   (c) Each DBE contracted, but which the bidder considers to be unavailable; and

   (d) Which organizations that represent or provide assistance to subcontractors were contracted

The stated percentage goal may be waived if the aforementioned good faith efforts to reach the goal have been made. However, a bidder or proposer’s failure to meet the goal or to show meaning good faith efforts to reach the goal may be grounds for finding the bid non-responsive.

E. To insure that any substitute firm is an eligible DBE, the contractor shall not substitute subcontractors without the prior approval of the Owner.

F. The Contractor shall establish and maintain records and submit reports, as required and requested, which will identify the efforts and achievements made to meet DBE subcontract goals and other DBE affirmative action efforts.

**100-12 FOREIGN TRADE RESTRICTIONS**

This clause is included in all solicitations, contracts, and subcontract resulting from projects funded under the AIP.

The Contractor or subcontractor, by submission of a bid and/or executive of a contract, certifies that it:
a. Is not owned or controlled by one or more citizens or nationals of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. Has not knowingly entered into any contract or subcontract for this project with a contractor that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list.

c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the Contractor knowingly procures or subcontractors for the supply of any product or service of a foreign country on the said list for use on the project, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract at no cost to the government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, if will incorporate this provision for certification without modification in each contract and in all lower tier subcontractors. The contractor may rely upon the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide immediate written notice to the contractor, if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct, through the sponsor, cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United State of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

100-13 SECRETARY OF LABOR REQUIREMENTS

A (1) Minimum Wages

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often that once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(IV) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period are deemed to be constructively made or incurred during such weekly period. Such laborers and
mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in subparagraphs 5.5(n)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provide, that the employers payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore, only when the following criteria have been met:

(1) Except with respect to helpers as defined in 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rate contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(ii) (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(ii) (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer within the 30-day period that additional time is necessary.

(ii) (D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (B) or (C) of this paragraph shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.
A (2) Withholding

The Federal Aviation Administration shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor for the full amount of wages required by the contracts. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employer or working on the site of the work all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

A (3) Payrolls and Basic Records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including) rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of labor has found under 29 CFR 5.5(a) (1) (iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1 (b) (2) (CB) of the Davis-Bacon Act. The contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Albany County Airport Authority. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph 5.5 (a) (3) (i) of Regulations, 29 CFR Part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(ii) (B) Each payroll submitted shall be accompanied by a “Statement of Compliance” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under subparagraph 5.5 (2) (3) (i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less that the applicable wage rates and fringe benefits or case equivalents for the classification of work performed, as specified in the applicable wage determinations.
(ii) (C) The weekly submission of a properly executed certification set forth on the reversed side of Optional Form WH-347 shall satisfy the requirement for submission of the Statement of Compliance required by paragraph (a) (3) (ii) (B) of this section.

(ii) (D) The falsification of any of the above certifications may subject the contractor subcontractor to civil or criminal prosecution under Section 1001 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a) (3) (i) of this section available for inspection, copying of transcription by authorized representatives of the Department of Transportation, Federal Aviation Administration, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal Aviation Administration may, after written notice to the contractor, sponsor, or owner, take such action as my be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

A (4) Apprentices, Trainees and Helpers

(i) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed. Every apprentice must be paid at not less that the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for applicable classification. If the Administrator determines that the different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training or a State Apprenticeship Agency recognized by the Bureau, withdraws approval, the contractor will no longer be permitted to utilize apprentices at less that the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees, except as provided in 29 CFR 5.16, will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidence by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the
payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment
and Training Administration shall be paid not less that the applicable wage rate on the wage determination for
the classification of work actually performed. In addition, any trainee performing work on the job site in
excess of the ration permitted under the registered program shall be paid not less that the applicable wage rate
on the wage determination for the work actually performed. In the event the Employment and Training
Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize
trainees at less than the applicable predetermined rate for the work performed until an acceptable program is
approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under
this part shall be in conformity with the equal employment opportunity requirements of Executive Order

(iv) Helpers. Helpers will be permitted to work on a project is the helper classification is specified on
an applicable wage determination or is approved pursuant to the conformance procedure set forth in
subparagraph 5.5(a) (1) (ii). The allowable ratio of helpers to journeymen employed by the contractor or
subcontractor on the job site shall not be greater than two helpers for every three journeymen (in other words,
not more than 40 percent of the total number of journeymen and helpers in each contractor’s or in each
subcontractor’s own work force employed on the job site). Any worker listed on a payroll at a helper wage
rate, who is not a helper as defined in 29 CFR 2.5 (n) (4), shall be paid not less that the applicable wage rate on
the wage determination for classification of work actually performed. In addition, any helper performing work
on the job site in excess of the ration permitted shall be paid not less that the applicable journeyman’s (or
laborer’s, where appropriate) wage rate on the wage determination for the work actually performed.

A (5) Compliance with Copeland Act Requirements: The contractor shall comply with the requirements of
29 CFR Part 3, which are incorporated by reference in this contract.

A (6) Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses contained
in 29 CFR 5.5(a) (1) through (10) and such other clauses as the Federal Aviation Administration may be
appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any
lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or
lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

A (7) Contract Termination: debarment: A breach of the contract clauses in 29 CFR 5.5 may be grounds
for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR
5.12.

A (8) Compliance with Davis-Bacon and Related Act Requirements: All rulings and interpretations of the
Davis-Bacon and related acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this
contract.

A (9) Disputes Concerning Labor Standards: Disputes arising out of the labor standards provisions of this
contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in
accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, & 7. Disputes
within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the
contracting agency, the U.S. Department of Labor, or the employees or their representatives.

A (10) Certification of Eligibility:

(i) By entering into this contract, the contractor certifies that neither it (no: he or she) nor any person
or firm who has an interest in the contractor=s firm is a person or firm ineligible to be awarded Government
contracts by virtue of Section (3)(a) of the Davis-Bacon Act or 29 CFR 5.12 (A)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a
Government contract by virtue of Section 3 (a) of the Davis Bacon Act or 29 CFR 5.12(A) (1).

See Certification Form Next Page
CONTRACTOR'S CERTIFICATION OF ELIGIBILITY

The bidder certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this bid that is will include this clause without modification in all lower tier transactions, solicitations, bids, proposals, contracts, and subcontracts. Where the bidder/offer/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

That the information above is true and complete to the best of my knowledge.

Name and Title (please print)

_____________________________    _______________________
Signature                      Date

Note: The penalty for making false statements in offers is prescribed in 19 U.S.C. 1001.
B (1) Contract Work Hours and Safety Standards Act

(i) Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; Liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (i) of this clause, the contractor and subcontractor responsible therefore, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (i) of this paragraph, in the sum of $10 for each calendar day for which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by the clause set forth in subparagraph (i) of this clause.

(iii) Withholding for unpaid wages and liquidated damages. The Albany County Airport Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (ii) of this paragraph.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (i) through (iv) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraph (i) through (iv) of this paragraph.

B (2) Contracts Subject Only to Contract Work Hours and Safety Standards Act

(i) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(ii) The records to be maintained under paragraph (i) above shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Transportation, Federal Aviation Administration and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

100-14 BUY AMERICAN - STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS (Jan 1991)

A. The Aviation Safety and Capacity Expansion Act of 1990 provides that preference be given to steel and manufactured products produced in the United States when funds are expended pursuant to grant issued under the Airport Improvement Program. The following terms apply:

1. Steel and Manufactured Products: As used in this clause, steel and manufactured products include (1) steel produced in the United States or (2) a manufactured product produced in the United States, if the cost of all its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
Components of foreign origin of the same class or kind as the products referred to in subparagraphs B.1 or B.2 shall be treated as domestic.

2. **Components:** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. **Cost of Components:** This means the costs for production of the components, exclusive of final assembly labor costs.

B. The successful bidder will be required to assure that only domestic steel manufactured products will be used by the contractor, subcontractors, material men, and suppliers in the performance of this contract, except those:

1. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

2. That the U.S. Department of Transportation has determined, under the Aviation Safety and Capacity Expansion Act of 1990, that domestic preference would be inconsistency with the public interest; or

3. That inclusion of domestic material will increase the cost of the overall project contract by more than 25 percent.

C. The Contractor shall deliver only domestic steel and manufactured products under this contract as defined below:

1. **Steel and Manufactured Products:** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. **Components:** As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. **Cost of Components:** This means the costs for production of the components, exclusive of final assembly labor costs.

D. The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and supplies in the performance of this contract, as defined below:

1. **Steel and Manufactured Products:** As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States if this cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.

2. **Components:** As used in this clause, components mean those articles, materials, and supplies incorporated directly into steel and manufactured products.

3. **Cost of Components:** This means the costs of production of the components, exclusive of final assembly labor costs.
E. List of Supplies/Materials That The U.S. Government Has Determined Are Not Produced In The United States In Sufficient And Reasonably Available Quantities And Of Sufficient Quality (Jan. 1991).

Acetylene, black
Agar, bulk
Anise
Antimony, as metal or oxide
Asbestos, amosite, chrysolite, and crocidolite
Bananas
Bauxite
Beef, corned, canned
Beef extract
Bephenium Hydroxynapthoate
Bismuth
Books, trade, text, technical, or scientific; newspapers, pamphlets; magazines;
Periodicals; printed briefs and films; not printed in the United States and for which domestics editions are not available
Brazil nuts, unroasted
Cadmium, ores and flue dues
Calcium Cyanamide
Capers
Cashew nuts
Caster beans and caster oil
Chalk, English
Chestnuts
Chicle
Chrome ore or chromite
Cinchona bark
Cobalt, in cathodes, rondelles, or other primary ore and metal forms
Cocoa beans
Coconut and coconut meat, unsweetened, in shredded desiccated or similarly prepared form
Coffee, raw or green bean
Colchicine alkaloid, raw
Copra
Cork, wood or bark and waste
Cover grass, microscope slide
Cryolite, natural
Dammar gum
Diamonds, industrial, stones and abrasives
Emetine, bulk
Ergot, crude
Erthritol tetra nitrate
Fair linen, alter

Fibers of the following types: abaca, abaca, agave, coir, flax, jute, jute burlap, Palmyra
Silk raw and unmanufactured
Goat and kidskin
Graphic, natural, crystalline, crucible grade
Hand sewing needles
Hemp yarn
Hog bristles for brushes
Hyoscine, bulk
Ipecac, root
Iodine, crude
Kaurigum
Lac
Leather, sheepskin, hair type
Lavender oil
Manganese
Menthol, natural bulk
Mica
Microprocessor chips (brought onto a construction site as separate units for incorporation into building systems during construction or repair and alteration of real Nickel, primary, in ingots, pigs, shots, cathodes, or similar forms; nickel oxide and nickel salts
Nitro guanidine (also known as picrite)
Nux vomica, crude
Oiticica oil
Olive Oil
Olives (green), pitted or unpitted, or stuffed, in bulk
Opium, crude
Oranges, mandarin, canned
Petroleum, crude oil, unfinished oils, and finished products (see definitions below)
Pine needle oil
Platinum and related group metals, refined, as sponge, powder, ingots, or cast bars
Pyrethrum flowers
Quartz crystals
Quebracho
Quinidine
Quinine
Rabbit fur felt
Radium salts, source and special nuclear materials
Rosettes
Rubber, crude and latex  Triprolidine hydrochloride
Rutile  Tungsten
Santonin, crude  Vanilla Beans
Secretin  Venom, cobra
Shellac  Wax, camauba
Swords and scabbards  Woods, logs, veneer, and lumber of the following species: Alaskan yellow cedar,
Talc, block, steatite  Angelique, balsa, ekki, greenheart, lignum vital, mahogany, and teak
Tapioca flour and cassava  Yarn, 50 Denier rayon
Tatar, crude; tartaric acid and cream of tartar  Spare and replacement parts for equipment of foreign manufacture, and for which domestic parts are not available
in bulk
Tea, in bulk
Thread, metallic (gold)
Thyme oil
Tin in bars, blocks, and pigs

Petroleum Terms are Used as Follows:

“Crude oil” means crude petroleum, as it is produced at the wellhead, and liquids (under atmospheric conditions) that have been recovered from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir and that are not natural gas products.

“Finished products” means any one or more of the following petroleum oils, or a mixture or combination of these oils, to be used without further processing except blending by mechanical means:

(A) “Asphalt” - a solid or semi-solid cementitious material that (1) gradually liquefies when heated, (2) has bitumen’s as its predominating constituents, and (3) is obtained in refining crude oil.

(B) “Fuel Oil” - a liquid or liquefiable petroleum product burned for lighting or for the generation of heat or power and derived directly or indirectly from crude oil, such as kerosene, range oil, distillate fuel oils, gas oil, diesel fuel, topped crude oil, or residues.

(C) “Gasoline” - a refined petroleum distillate that, by its consumption, is suitable for use as a carburant in internal combustion engines.

(D) “Jet Fuel” - a refined petroleum distillate used to fuel jet propulsion engines.

(E) “Liquefied Gases” - hydrocarbon gases recovered from natural gas or produced from petroleum refining and kept under pressure to maintain a liquid state at ambient temperatures.

(F) “Lubricating Oil” - a refined petroleum distillate or specially treated petroleum residue used to lesson friction between surfaces.

(G) “Naphtha” - a refined petroleum distillate falling within a distillation range overlapping the higher gasoline and the lower kerosene.

(H) “Natural Gas Products” - liquids (under atmospheric conditions) including natural gasoline, that:

(1) are recovered by a process of absorption, adsorption, compression, refrigeration, cycling, or a combination of these processes, from mixtures of hydrocarbons that existed in a vaporous phase in a reservoir, and
(2) when recovered and without processing in a refinery, definitions of products contained in subdivision (B), (C), and (G) above.

(I) "Residual Fuel Oil" - a topped crude oil or viscous residuum that, as obtained in refining or after blending with other fuel oil, meets or is the equivalent of MILSPEC Mil-F-859 for Navy Special Fuel Oil and any more viscous fuel oil, such as No. 5 or Bunker C.

"Unfinished Oils" means one or more of the petroleum oils listed under "Finished products" above, or a mixture of combination of these oils, that are to be further processed other than by blending by mechanical means.
BUY AMERICAN CERTIFICATE (JAN 1991)

By submitting a bid under this solicitation, except for those items listed by the offeror below or on a separate and clearly identified attachment to this bid, the offeror certifies that steel and each manufactured product, is produced in the United States (as defined in the clause Buy American - Steel and Manufactured Products for Construction Contracts) and that components of unknown origin are considered to have been produced or manufactured outside the United States.

Lists of articles, materials, and supplies excepted from this provision are included in Section 100-14E.

| PRODUCT | COUNTRY OF ORIGIN |
ALBANY COUNTY AIRPORT AUTHORITY
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

I. POLICY

A. It is the policy of the Albany County Airport Authority that minority, woman-owned and disadvantaged business enterprises defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in part, with Federal or Airport funds. Consequently, the DBE requirements of 49 CFR Part 26 shall apply to all Airport contracts.

B. DBE Obligation: The Albany County Airport Authority has entered into certain grant agreements with the Federal Aviation Administration ("FAA") whereby the Authority has agreed to ensure that minority, woman-owned and disadvantaged business enterprises, as defined in 49 CFR part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds. Furthermore, as a result of the FAA grant agreements, the Authority must require all entities entering into Airport contracts to also agree to ensure that minority, woman-owned and disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps, in accordance with 49 CFR Part 26, to ensure that minority, woman-owned and disadvantaged business enterprises have the maximum opportunity to compete for, and perform, Airport contracts. The Albany County Airport Authority and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Airport contracts.

II. PURPOSE AND APPLICATION

A. The purpose of this Disadvantaged Business Enterprise Program is to achieve the objectives of the Albany County Airport Authority’s policy, as set forth above, of supporting the fullest possible participation of firms owned and controlled by minorities, women, and socially and economically disadvantaged individuals. This includes assisting DBEs throughout the life of contracts in which they participate. The standards in this Program apply to all contracts for goods, services or construction awarded by or on behalf of the Authority.

B. The goals of this Disadvantaged Business Enterprise Program have been established by the Albany County Airport Authority and shall be at least seven point four percent (7.4%).

III. DEFINITION

For purposes of this program, the following definitions shall apply:

A. “Administering Agency” means the Albany County Airport Authority.
B. DBE Liaison Officer” means the Albany County Airport Authority’s Disadvantaged
Business Enterprise Officer or other Authority employee as designated by the Albany County Airport Authority’s Chief Executive Officer (“CEO”).

C. “Disadvantaged Business Enterprise” or “DBE” means a small business concern: (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

D. “Small Business Enterprise” means a small business concern, as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual gross receipts in excess of $16.6 million (or such amount as the U.S. Secretary of Transportation may adjust this figure from time to time for inflation) over the previous three fiscal years.

E. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case by case basis

2. Whose management and daily business operations are controlled by one or more such individuals

   (1) Recipient finds to be a socially and economically disadvantaged individual on a case by case basis

   (2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

   a. “Black Americans,” which includes person having origins in any of the Black racial groups of Africa;
   b. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
   c. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
   d. “Asian-Pacific American,” which includes persons whose origins are form Japan China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guan, the U.S. Trust Territories of the Pacific Island (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of the Micronesia, or Hong Kong;
   e. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
   f. Women;
g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

F. “State” means any of the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

G. "Subcontractor" means a firm which provides materials, supplies or equipment for a project and applies, erects or installs those materials, supplies or equipment with its own work force.

Should these Definitions conflict with Part 26, Part 26 controls.

IV. ADMINISTRATIVE RESPONSIBILITY

A. The DBE Liaison Officer shall report directly to the Albany County Airport Authority’s CEO and shall be responsible for developing, managing, and implementing this Disadvantaged Business Enterprise Program on a day-to-day basis; for carrying out technical assistance activities for DBEs; and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to bid on Airport contracts. The DBE Liaison Officer shall develop and use affirmative action techniques to facilitate DBE participation in contracting activities. These techniques shall include, but not be limited to:

1. Assisting the Authority in arranging solicitations, time for the presentation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of DBEs.
2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.
3. Carrying out information and communication programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Assisting the Authority’s Chief Financial Officer in thoroughly investigating the full extent of services offered by banks owned by minorities or women in the Albany area to allow the Authority to make the greatest feasible use of these banks.
5. Encouraging the Authority’s contractors to use the services of banks owned and controlled by minorities or women.
6. Maintaining and making available directories or source lists to facilitate identifying DBEs with capabilities relevant to the Authority’s general contracting requirements and to particular solicitations. The DBE Liaison Officer shall make the directories available to bidders and proposers in their efforts to meet DBE requirements. The directories shall specify which firms have been certified as a DBE pursuant to the procedures of 49 CFR Part 26 by another United States Department of Transportation grant recipient. These directories shall be compiled and updated annually. The directories shall include the address of the listed firms.
7. Assisting in the coordination of plans, programs, and operations of the Authority which affect or may contribute to the establishment, preservation, and strengthening of DBEs.

8. Promoting the mobilization of activities and resources of local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of DBEs, and facilitate the coordination of the efforts of these groups with those of the Albany County Airport Authority.

9. Assisting the organization, development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Capital District in undertaking or promoting the establishment and successful operation of DBEs.

10. Within constraints of law and appropriations, provide assistance to public and private organizations so that they may render technical and management assistance to DBEs and assist pilot or demonstration projects conducted by public or private agencies or organizations which are designed to overcome the special problems of and DBEs or otherwise to further the purposes of this Program.

B. As the Authority’s CEO deems necessary or appropriate to enable the DBE Liaison Officer to better fulfill the responsibilities set forth in paragraph A above, the DBE Liaison Officer shall:

1. With the participation of other Authority representatives, consultants and agencies as appropriate, develop comprehensive plans and specific program goals for this Disadvantage Business Enterprise Program (which shall be subject to the review and approval of the Authority); establish regular performance, monitoring and reporting system to determine if the goals are being achieved; and evaluate the impact of Authority support in achieving the objectives established by the Policy;

2. For purposes of coordination, conduct meetings of consultants and contractors whose programs and activities may affect or contribute to the purposes of the Policy;

3. Conduct meetings of business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of DBEs or who could contribute to their development, for the purpose of proposing, evaluating and coordinating governmental and private activities in furtherance of the objectives of this Program;

4. Confer with Federal, State and local government officials;

5. Provide the managerial and organizational framework through which joint or collaborative undertakings with Albany County Airport Authority and private organizations can be planned and implemented;

6. Recommend appropriate administrative and executive actions to the Authority’s CEO;

7. Explain the DBE participation requirements at pre-bid conferences;

8. Maintain a file of bid documents from past procurement and permit DBEs to review and evaluate these documents;

9. Conduct debriefing sessions to explain why certain bids were unsuccessful;

10. Provide DBE firms with information on future procurement and contracting schedules;
11. Provide information on certification procedures, subcontracting, and bonding requirements;
12. Develop mailing lists for newsletters that include DBE’s and their associations;
13. Send bid notices to DBE trade associations, technical assistance agencies, DBE economic development groups, and to DBEs with capabilities relevant to the bid notice, as identified by the DBE Directory; and
14. Support the efforts of DBE support and technical assistance organizations including, but not limited to Albany/Colonie Business Maintenance Organization, the Capital District Minority Contractors Association (CDMCA), and the National Association of Women in Construction (NAWIC);

V. RESPONSIBILITY OF OTHER PARTIES

A. The Authority’s consultants and contractors shall cooperate with the DBE Liaison Officer to ensure maximum opportunity for DBEs participation. Such cooperation shall include, but not be limited to:

1. Providing information on contracting and leasing opportunities, together with a breakdown of subcontracting opportunities;
2. Consulting with the DBE Liaison Officer in establishing, design, number, size and content of bid packages;
3. Furnishing information, assistance, and reports to, and otherwise cooperating with, the DBE Liaison Officer in the performance of duties assigned to the DBE Liaison Officer hereunder;
4. When so requested by the DBE Liaison Officer, shall have primary and continuing responsibility for the participation and cooperation of that agency, consultant or contractor in matters concerning DBEs;
5. Review and report to the DBE Liaison Officer on the policies and programs effecting the Disadvantaged Business Enterprise Program, and keep the DBE Liaison Officer informed of all proposed budgets, plans and programs of that consultant or contractor affecting this Disadvantaged Business Enterprises Program;
6. To the extent required by contractor’s agreement with the Authority, report to the DBE Liaison Officer on any activity that falls within the scope of this Disadvantaged Business Enterprise Program; and
7. Within constraints of law and funding, continue and expand current efforts to foster and promote DBEs, support the Program herein set forth, and cooperate with the DBE Liaison Officer in increasing the total DBE effort.

B. Albany County Airport Authority Purchasing Department shall:

1. Arrange solicitations on requests for proposals, times for presenting bids on proposals, quantities, specifications and delivery schedules so as to facilitate DBEs participation;
2. Consult with the DBE Liaison Officer on procurement policies, including bonding, licenses and other requirements;
3. Insure that solicitations contain all clauses and goals required by this Program;
4. Provide information to DBE firms about the Albany County Airport Authority’s organization, functions, and full range of contractual needs;
5. Offer instructions and clarification on bid specifications, the Authority’s procurement policy, procedures, and general bidding requirements;

6. Place bid notices in the Dodge Bulletin, DBE trade association newsletters, major local newspapers, as well as periodicals of interest to the disadvantaged community;

7. Make bid specifications available to DBEs contractor associations and technical assistance agencies;

8. Provide DBE organizations with lists of plan holders and majority firms expected to bid as prime contractors; and

9. Allow a lead time of at least twenty (20) days, when possible, for advertisement of all invitations for bid so that all firms have ample time to develop a complete bid package or proposal and secure necessary assistance.

C. Albany County Airport Authority’s Counsel shall:

1. Review contracts clauses for legal sufficiency; and

2. Provide legal support as appropriate.

D. Albany County Airport Authority’s Chief Financial Officer shall thoroughly investigate the full extent of services offered by banks owned and controlled by minorities or women in the Albany area and make the greatest feasible use of these banks.

VI. PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF DBES

A. In order to be eligible as a DBE for purposes of this Program, a DBE must be certified by a governmental agency that has a certification program meeting the requirements of 49 CFR 26 (and is subject to the requirements of subpart D thereto). Such governmental agencies include, but are not limited to, the FAA and the New York State Department of Transportation (“NYSDOT”). The Albany County Airport Authority will not undertake the certification of DBEs directly, but will assist DBEs in obtaining the needed certification from other qualified governmental agencies. To insure that the this Program benefits only firms owned and controlled by minorities, women or other individuals qualified under 49 CFR part 26, the DBE Liaison Officer will verify the eligibility and certification of all DBEs, and joint ventures involving DBEs, that are named by the competitors for contracts to be let by the Authority by obtaining a copy of the DBE firm’s certification by a qualified certifying governmental agency. The DBE Liaison Officer will accept, subject to possible further verification and challenge at the direction of the Authority’s CEO, the DBE certifications made by such other qualified government agencies.

1. Any firm not already certified as an eligible DBE, that desires to participate as a DBE for purposes of this Program, will be required to complete and submit an Application for Disadvantaged Business Enterprise Certification to the NYSDOT or other governmental agency meeting the requirements of 49 CFR 26.

2. Any firms that desire to participate as a joint venture DBE will, in addition, be required to complete a joint venture application. The joint venture application must be signed and notarized by an authorized representative of the firms.

3. A copy of the required application(s) must accompany the DBE participation information submitted to the Albany County Airport Authority by applicants.
4. A firm holding a certification as a DBE may be required to submit to the Authority additional information, including a copy of its original application to the certifying governmental agency, if either of the following applies:

5. The DBE contractor states in writing that it has submitted the same information to and has certified by another DOT recipient, or other Federal agency that uses essentially the same definition and ownership and control criteria as the Authority. In the case, the potential DBE must obtain the information and certification (if made) from the other agency and submit it to the Authority; or

6. The potential DBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under Section 8(a) of the Small Business Act, as amended.

VII. CHALLENGE PROCEDURES

A. Any third party may present evidence challenging whether a firm's owners who are presumed to be socially and economically disadvantaged are truly disadvantaged. Individuals certified under Section 8(a) of the Small Business Act, as amended, however, are not subject to these challenges. If a challenge is made to the owners of a Section 8(a) firm, the Albany County Airport Authority will refer the information or question to the SBA for resolution.

B. When the Albany County Airport Authority receives a written challenge to the disadvantaged status of a business owner that is certified or seeking certification, the Authority will make a determination of social and economic disadvantage. The Authority itself may also initiate an inquiry.

C. The guidelines in 49 CFR 26.69 and Appendix C will be used for these actions. Following determination by the DBE Liaison Officer, the DBE shall have ten days to appeal the decision to the CEO of the Albany County Airport Authority. Both sides in the dispute shall have an opportunity to be heard at a meeting conducted by the CEO to be held within twenty-one days of the receipt of an appeal, and the CEO shall send the decision to both sides within ten days by registered mail. The procedures are informal; strict rules of evidence do not apply.

D. While a challenge is in progress, the presumption of social and economic disadvantage continues, and the firm will continue to be eligible as a DBE.

VIII. GOOD FAITH EFFORTS TO MEET THE DBE GOAL

A. Whenever the Albany County Airport Authority issues a solicitation for bids for a contract, the solicitation will contain the DBE contract goal. The Authority will follow this procedure for non-construction as well as construction projects. Thus, the appropriate goal will be included in all Invitations for Bid (IFB) for construction work and in Requests for Proposals (RFP) or Requests for Qualifications (RFQ) for architectural, engineering, and other professional services.

1. The solicitation will include a statement that the apparent successful bidder will be required to submit DBE participation information and that as a condition of receiving the contract, the competitor must meet the DBE goal or demonstrate to
the Authority that it made good faith efforts.

2. The DBE participation information will be required prior to award of contract by the Authority. A bidder may not meet the requirements of the bid specification by stating that it will accomplish all work of the contract using its own employees. It, first, must demonstrate to the Authority’s satisfaction, that it made good faith efforts to meet the goal, and despite those efforts, was unable to subcontract any portion sufficient to meet the goals, to DBE’s

B. If the contract goal specified in the Contract Documents is not met, the apparent successful Bidder will be required to submit documentation of the efforts it has made to achieve the goal. The Authority will then determine whether these are "good faith efforts". The following criteria will be used:

1. Whether the Bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE’s of contracting and subcontracting opportunities;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
5. Whether the Bidder selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
6. Whether the Bidder provided interested DBE’s with adequate information about the plans, specifications, and requirements of the contract;
7. Whether the Bidder negotiated in good faith with interested DBE’s, not rejecting DBE’s as unqualified without sound reasons based on a thorough investigation of the DBE capabilities;
8. Whether the Bidder made efforts to assist interested DBE’s in obtaining bonding, lines of credit, or insurance required by the Authority or contractor; and
9. Whether the Bidder effectively used the services of available minority community organizations, minority contractors groups; local, state, and Federal minority and women business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE’s

C. The following points also apply to good faith effort determinations by the Authority:

1. The above list of nine efforts is recommended by the Authority as ones that bidders may make to obtain DBE participation. It does not represent a mandatory checklist of required actions; no one or combination is required in all cases.
2. The list above is not intended to be exhaustive; other factors or efforts may be relevant in appropriate instances.
3. Good faith efforts are those that could reasonably be expected to result in goal attainment by a bidder who aggressively and actively seeks to obtain DBE participation
4. The Albany County Airport Authority will examine the quantity and intensity of
the efforts as well as the type of actions taken. Efforts that are merely pro forma are not sufficient, even though they may be sincerely motivated.

D. Alternative Requirements: The DBE Liaison Officer may recommend to the apparent successful Bidder other requirements of equal or greater effectiveness, in addition to the good faith efforts set forth above, when the total amount of DBE participation has not reached the goals of this Program. Such requirement will include only such actions as is determined to be legally permissible.

IX. CONTRACTOR’S DBE REPORTING REQUIREMENTS

A. The Authority requires prime contractors to submit information on proposed subcontract and/or supplier awards to be made to DBE’s. The information must be submitted within 120 hours (week-ends and holidays, not included) of the receipt of Bids by the Authority and include:

1. the name and address of each DBE;
2. whether the firm is a MBE or WBE;
3. a description of the work to be performed by each named firm; and
4. The dollar value of the work of the work to be performed or materials and supplies to be provided.

B. Prior to the award of contract, verification from the each DBE firm of their intent to perform the scope of work or provide the materials and/or supplies and the dollar value.

C. Records of all progress payments made by prime contracts are required on a monthly basis. Prime contractors must also report to the Authority when a DBE is terminated for any reason. In that instance, every reasonable effort must be made to replace the firm with another DBE. These records are periodically verified by obtaining certified statements from DBE subcontractors.

D. Other appropriate actions will be taken to ensure that prime contractors and subcontractors comply with the DBE provisions. These actions will include:

1. Desk audits to review all material and information concerning the contractor’s compliance with the requirements of this Program.
2. On-site reviews that include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the contractor compliance with its obligation under this Program.
3. Any additional investigation that may be called for by a lack of proper record keeping; failure of the prime contractor to cooperate; failure of DBE’s to cooperate; visible evidence of unsatisfactory performance; and any other evidence as may warrant further investigation.

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

F. A decision by the Authority's CEO to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the CEO's decision to the Operations Committee of the Albany County Airport Authority. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Operations Committee to be held within twenty-one days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten days by registered mail (or hand delivery in the case of the DBE Liaison Officer's copy).

X. COUNTING DBE PARTICIPATION TOWARD MEETING THE GOALS

A. The Albany County Airport Authority will count DBE participation toward the contract goals in accordance with the guidelines outlined below. Although the language may suggest otherwise, when the contract is federally funded or federally assisted, only the federal share of the contract amounts is counted toward the federal goal.

1. Once a firm is determined to be a certified DBE the total dollar value of the contract awarded to the DBE is counted toward the DBE goal.

2. The Albany County Airport Authority and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified joint venture equal to the percentage of ownership and control of the DBE partner in the joint future.

3. The Authority and its contractors will count toward the DBE goals the total dollar value of a contract with a firm owned and controlled by two or more socially and economically disadvantaged individuals, who combined own 100% interest in the firm.

4. Only expenditures to DBEs that perform a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Authority and its contractors will evaluate the amount of work sub-contracted, industry practices, and other relevant factors.

5. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The contractor and/or the DBE may present evidence to the Albany County Airport Authority to rebut this presumption.

6. The Albany County Airport Authority and its contractors will count toward the DBE goals 60% of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100% of such expenditure obtained from a DBE manufacturer.
(1) For purposes of this DBE Program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Authority or a contractor.

(2) For purposes of this DBE Program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers will not be regarded as manufacturers or regular dealers under this DBE Program.

7. The Authority and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers.

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies required for the performance of the contract, provided that the fee or commission is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery services are not also the manufacturer of, or a regular dealer in, the materials and supplies, provided the fees are determined by the Authority to be reasonable and not excessive as compared with the fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance required for the performance of the contract, providing that the fees or commissions are determined by the Authority to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
4) ORGANIZATIONAL CHART

Organizational Chart

Albany County Airport Authority Board Members

Rev. Kenneth J. Doyle, Chairman
Lyon Greenburg, M.D., Member
Anthony Gorman, Member
Steven Heider, Member
Kevin Hicks, Sr., Member
Samuel Fresina, Member
Sari O'Connor, Member

Albany County Airport Authority Office Staff

Philip F. Calderone, Esq., Chief Executive Officer
Michael F. Zonsius, Chief Financial Officer
Peter F. Stuto, Esq., Airport Counsel
Bobbi Jo Matthews, Purchasing Agent
Jenn Munger, DMWBE Liaison Officer
4.1) CONTRACTING OR PROCUREMENT UNIT'S RESPONSIBILITIES

ADMINISTRATIVE RESPONSIBILITY

A. The DBE Liaison Officer shall report directly to the Albany County Airport Authority’s CEO and shall be responsible for developing, managing, and implementing this DMWBE on a day-to-day basis; for carrying out technical assistance activities for MWDBEs; and for disseminating information on available business opportunities so that MWDBEs are provided an equitable opportunity to bid on Airport contracts. The DBE Liaison Officer shall develop and use affirmative action techniques to facilitate MWDBE participation in contracting activities. These techniques shall include, but not be limited to:

1. Gathers and reports statistical data and other information as required;
2. Reviews third party contracts and purchase requisitions for compliance;
3. Works with all departments to set overall annual goals;
4. Ensures that bid notices and request for proposals are available to MWDBE’s in a timely manner;
5. Identifies contracts and procurements so that MWDBE’s are included in solicitation;
6. Analyzes the Authority’s progress toward goal attainment and identifies way to improve progress;
7. Participates in pre-bid meetings;
8. Advises the CEO on MWDBEs matters and achievements;
9. Participates with the legal counsel and project director to determine contractor compliance with good faith efforts;
10. Works with the Purchasing Department to ensure Vendor files reflect current WMDBE certification status;
11. Works with purchasing to ensure Vendor interest files are periodically updated to include newly certified WMDBEs;
12. Acts as liaison to NYSDOT and Empire State Development Certification Programs.

RESPONSIBILITY OF OTHER PARTIES

B. The Authority’s consultants and contractors shall cooperate with the DBE Liaison Officer to ensure maximum opportunity for MWBE participation. Such cooperation shall include, but not be limited to:

1. Providing information on contracting and leasing opportunities, together with a breakdown of subcontracting opportunities;
2. Consulting with the DBE Liaison Officer in establishing, design, number, size and content of bid packages;
3. Furnishing information, assistance, and reports to, and otherwise cooperating with, the DBE Liaison Officer in the performance of duties assigned to the DBE Liaison Officer hereunder;
4. When so requested by the DBE Liaison Officer, shall have primary and continuing responsibility for the participation and cooperation of that agency, consultant or contractor in matters concerning WMDBEs;
5. Review and report to the DBE Liaison Officer on the policies and programs effecting the WMDBE Program, and keep the DBE Liaison Officer informed of
all proposed budgets, plans and programs of that consultant or contractor affecting this WMDBE Program;

6. To the extent required by contractor’s agreement with the Authority, report to the DBE Liaison Officer on any activity that falls within the scope of this WMDBE Program; and

7. Within constraints of law and funding, continue and expand current efforts to foster and promote DBEs, support the Program herein set forth, and cooperate with the DBE Liaison Officer in increasing the total WMDBE effort.

C. Albany County Airport Authority Purchasing Department shall:

1. Arrange solicitations on requests for proposals, times for presenting bids on proposals, quantities, specifications and delivery schedules so as to facilitate MWDBEs participation;

2. Consult with the DBE Liaison Officer on procurement policies, including bonding, licenses and other requirements;

3. Insure that solicitations contain all clauses and goals required by this Program;

4. Provide information to MWDBE firms about the Albany County Airport Authority’s organization, functions, and full range of contractual needs;

5. Offer instructions and clarification on bid specifications, the Authority’s procurement policy, procedures, and general bidding requirements;

6. Place bid notices in the Dodge Bulletin, DBE trade association newsletters, major local newspapers, as well as periodicals of interest to the disadvantaged community;

7. Make bid specifications available to MWDBEs contractor associations and technical assistance agencies;

8. Provide MWDBE organizations with lists of plan holders and majority firms expected to bid as prime contractors; and

9. Allow a lead time of at least twenty (20) days, when possible, for advertisement of all invitations for bid so that all firms have ample time to develop a complete bid package or proposal and secure necessary assistance;

10. The Purchasing Department will periodically update the “Lists of Interested Vendors” to include newly certified MWBEs found in the State MWBE Directory as updated from time to time.

D. Albany County Airport Authority’s Counsel shall:

1. Review contracts clauses for legal sufficiency; and

2. Provide legal support as appropriate.

E. Albany County Airport Authority’s Chief Financial Officer shall thoroughly investigate the full extent of services offered by banks owned and controlled by minorities or women in the Albany area and make the greatest feasible use of these banks. The Chief Financial Officer will refer to the Recommendations in the Governor’s Executive Order regarding Best Practices in Financial Services: Accounting Services; Broker-Dealers; Certificates of Deposit and Money Market Fund Investments; Financial Advisory Services; Risk Management and Insurance Brokerage Services and seek to implement as feasible under the circumstance.
4.2) **CONTRACT COMPLIANCE UNIT’S RESPONSIBILITIES**

**Administrative and Contract Compliance Units Responsibilities**

The Albany County Purchasing Agent is responsible for sending out Request for Bids, Proposals and Request for Quotations for services and construction contracts. Notification is sent to Affirmation Action offices and agencies listed in the outreach section for all service and construction contracts, RFP’s and RFQ’s.

1. **Service Contracts:**
   - Are procured in accordance with the Authority’s Procurement Guidelines.
   - The Purchasing Agent, along with evaluation committee, evaluates Proposals/Bids and makes their recommendations to the Chief Financial Officer who advances it to the Chief Executive Officer, and the board if required by the Procurement Guidelines.
   - The Department Head and Purchasing Agent are responsible for overseeing all aspects of contract compliance.

2. **Construction Contracts:**
   - Construction Contracts are developed by the Airport Authority, Engineering Department and Engineer/Architect.
   - Selection committee negotiates and evaluates proposals.
   - Pre-Award Submittals - Construction managers letter of recommendations, including DBE Compliance & Form A, insurance certification, schedule of values, schedule of compliance submittals and work schedule.
   - The Albany County Airport Authority Board reviews and approves all contracts over $50,000.
   - A written Notice of Award is issued by the Authority to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, Authority will sign and deliver the Agreement to be followed by the written Notice to Proceed authorized by the Authority to Contractor.
   - The Engineer/Architects status during construction is to act as the Authority’s Representative - monitoring of compliance, work performance, scheduling and payment schedule.
   - Application for Payments and supporting documentation is forwarded to the Airport Authority Engineer for review and approval. DBE information is verified and the application is forwarded to the Chief Executive Officer and Chief Financial Officer for approval for payment.
4.3) **INTERNAL REPORTING MECHANISMS AND RESPONSIBILITIES**

**Internal Reporting Mechanisms**

Quarterly reports due to the DMWBD on April 15, July 15, October 15 and January 15 of each fiscal year are the responsibility of the DBE Liaison. Statistical data for quarterly payments is obtained from the Finance Department. MWDBE utilization and payment information is submitted on the Disadvantaged Business Enterprise Form – C monthly or with each Voucher/Payment request.
5) **OUTREACH EFFORTS**

**Outreach Efforts**

It is the policy of the Authority to place bid notices in the Dodge Bulletin, DBE trade associated newsletters, major local newspapers, as well as periodicals of interest to the disadvantaged Community;

- Airport
- Business Review
- Times Union Newspaper
- Minority Commerce Weekly
- Rensselaer County Affirmative Action
- Albany County Affirmative Action
- Saratoga County Affirmative Action
- Schenectady County Affirmative Action
- ACAA Website

In addition to posting notices, a letter is sent to certified MWDBEs informing them of Request for Proposal or Invitation to Bid Notice issued for upcoming projects or procurements.

**Agency Specific Program Accomplishments**

To increase MWBE utilization, the NYS UCP Directory is used to identify companies whose services are necessary for upcoming construction contracts (all aspects of work, construction companies, trucking, fencing, paving, etc.) or purchasing of products. Letters of Request for Proposal or Invitation for Bid along with the ACAA notice is mailed to each company. The MWBE requirements are explained and emphasized at pre-bid meetings. Through this process we have MWBE companies who bid on construction contracts or contacted the low bidder to be subs, and this effort has increased response in the purchasing of goods and services.

**Initiatives That Are Planned For 2020 To Better Outreach The MWBE Community and Increase Utilization Include:**

The Airport Authority will meet with the Greater Capital District Minority Association in an effort to increasing minority participation in Airport Projects. The list of their members will be reviewed once supplied to the Authority and any uncertified company will be contacted and provided information on certification process.
6) STANDARDIZED FORMS

1. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE FORM - A
2. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE FORM - B
3. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE FORM - C
4. MINORITY AND WOMEN OWNED BUSINESS ENTERPRISE FORM - D
FORM A  
ALBANY COUNTY AIRPORT AUTHORITY  
MBE/WBE UTILIZATION PLAN  
FOR NON-FEDERALLY FUNDED PROJECTS  

ACAA Contract No. _______________________  Bid Date: _____________  Agreement/Contract Value: ________________________  

Contractor: _______________________________  Primary Contact: _______________________________  

Address: _________________________________  

Phone: _______________  Fax: _______________  E-Mail: _______________________________  

Goals: MBE 15%  WBE 15%  (As specified in project advertisement and/or documents)  

<table>
<thead>
<tr>
<th>Subcontractor Name and Address</th>
<th>Federal ID No.</th>
<th>Dollar Value of Contract or Purchase Order</th>
<th>Description of Work Or Supplies</th>
<th>Subcontractor/Supplier Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Check One: ☐ MBE  ☐ WBE</td>
<td></td>
<td></td>
<td>Check On: ☐ Subcontractor  ☐ Supplier</td>
<td></td>
</tr>
<tr>
<td>Check One: ☐ MBE  ☐ WBE</td>
<td></td>
<td></td>
<td>Check On: ☐ Subcontractor  ☐ Supplier</td>
<td></td>
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<tr>
<td>Check One: ☐ MBE  ☐ WBE</td>
<td></td>
<td></td>
<td>Check On: ☐ Subcontractor  ☐ Supplier</td>
<td></td>
</tr>
<tr>
<td>Check One: ☐ MBE  ☐ WBE</td>
<td></td>
<td></td>
<td>Check On: ☐ Subcontractor  ☐ Supplier</td>
<td></td>
</tr>
</tbody>
</table>

In accordance with the Authority’s Contract Documents and Executive Law Article 15-A, my firm seriously expects to use NYS certified MBE/WBE certified firms listed above. The Contractor shall request approval of any changes to this plan from the MWBE Liaison Officer.  

__________________________________________________________________________________________

Company Officer’s Signature                                           Date  

__________________________________________________________________________________________

(Print Name)                                                              Title  

__________________________________________________________________________________________

M/WBE Liaison Officer                                                   Date
ALBANY COUNTY AIRPORT AUTHORITY
MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE FORM B
INTENT TO PERFORM AS A SUBCONTRACTOR

TO:

NAME OF BIDDER

The undersigned intends to perform work in connection with the above project as (check one)

☐ a contractor  ☐ a joint venture
☐ a subcontractor  ☐ a supplier

The M/WBE status of the undersigned is confirmed as a (check one)

☐ minority  ☐ women - owned

as per the attached Affidavit of Minority and Women-Owned Business Enterprise (on MWBE Form A)

The undersigned is prepared to perform the following described work in connection with the above project;

and at the following price:

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

<table>
<thead>
<tr>
<th>Items</th>
<th>Projected Commencement Date</th>
<th>Projected Completion Date</th>
</tr>
</thead>
</table>

With respect to the proposed subcontract described above, % of the dollar value of such subcontract will be sublet and/or awarded to non-MWBE contractors and/or non-MWBE suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the Albany County Airport Authority.

Date

Name of Minority/Women Contractor (please print)

Address

Phone Number

Company Officer Name and Title

Signature
The following information indicates the payment amounts made to the contractor by the __________ of ______________ and payments made to the NYS certified M/WBE’s from the contractor on this project. The payment as shown made to them are in compliance with contract documents for the above referenced project:

Submit to: DBE Liaison Officer

<table>
<thead>
<tr>
<th>Name and Location of Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albany County Airport Authority</td>
</tr>
<tr>
<td>Administration Bldg. 2nd Floor</td>
</tr>
<tr>
<td>Albany, NY 12211</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Projected Start Date</th>
<th>Actual Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
<td>________________</td>
<td>________________</td>
</tr>
<tr>
<td>Month/Year</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Amount</th>
<th>Contract No./Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
<td>--------------------------</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Total Paid to Contractors this month</th>
<th>Total paid to Contractors to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>____________________</td>
<td>____________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MBE Goal Amount 15%=</th>
<th>WBE Goal Amount 15%=</th>
</tr>
</thead>
<tbody>
<tr>
<td>________________</td>
<td>________________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subcontractor</th>
<th>Total Subcontractor Contract Amount</th>
<th>Payments this month</th>
<th>Previous Payments</th>
<th>Total Payments to Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>MBE</td>
<td>WBE</td>
<td>MBE</td>
</tr>
</tbody>
</table>
## MWBE Unavailability Certification

I, _______________________________ of _______________________________, certify that on __________________________ I contracted the following MWBE to obtain a bid for work items to be performed on the project named above.

<table>
<thead>
<tr>
<th>MWBE Contractor</th>
<th>Work Items Sought</th>
<th>Form of Bid Sought</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>i.e., Unit price</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Material and Labor,</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Labor only, etc.)</td>
</tr>
</tbody>
</table>

To the best of my knowledge and belief, said MWBE was unavailable (exclusive of unavailability due to lack of agreement on price) for work on this project, or was unable to prepare a bid, for the following reason(s):

Signature: _______________________________

Date: _________________________________

I, _________________________________ was offered an opportunity to bid on the above identified work on ________________________________ by ________________________________

The above statement is a true and accurate account of why I did not submit a bid on this project.

Signature of MWBE

Title
EXHIBIT “A”

ALBANY COUNTY AIRPORT AUTHORITY

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM:

FFY 2017-2020 UPDATE
POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Albany County Airport Authority (Authority) 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 Authority has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Authority has signed an assurance that it will comply with 49 CFR Part 26.

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

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

Jenn Munger has been delegated as the DBE Liaison Officer. In that capacity, the DBELO is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Authority in its financial assistance agreements with the Department of Transportation.

The Authority has disseminated this policy statement to the Authority management staff. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts by placing a notice in the Times Union Newspaper.

John A. O'Donnell, P.E.
Chief Executive Officer

7/27/17
Date

DBE-1
Ver.-6.1.96
Updated 10/01/09
SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

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

Section 26.3 Applicability

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

Section 26.5 Definitions

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

Section 26.7 Non-discrimination Requirements

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

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

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11

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

- We will transmit to FAA annually on December 1, the “Uniform Report of DBE Awards or Commitments and Payments” form, found in Appendix B to this part. We will also report the DBE contractor firm information either on the FAA DBE Contractor’s Form or other similar format. We will begin using the revised Uniform Report of DBE Awards or Commitments and Payments for reporting FY 2015 reports due December 1, 2015.

Bidders List: 26.11(c)

The Authority will create and maintain a bidders list. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT-assisted contracts for use in helping to set our overall goals. The bidders list collection form is Attachment 4 and will include
the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms.

Section 26.13 Federal Financial Assistance Agreement

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

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

The Authority 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 Authority 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 Authority's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Authority of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: 26.13(b) – The Authority will ensure that the following clause is included in each contract we sign with a contractor and each subcontract the prime contractor signs with a subcontractor:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Authority deems appropriate, which may include, but is not limited to: (1) Withholding monthly progress payments; (2) Assessing sanctions; (3) Liquidated damages; and/or (4) Disqualifying the contractor from future bidding as non-responsible.
SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21  DBE Program Updates

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

Section 26.23  Policy Statement

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

Section 26.25  DBE Liaison Officer (DBELO)

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

Jenn Munger
Albany County Airport Authority
Albany International Airport
ARFF Building, Suite 200
Albany, New York 12211-1057
(518) 242-2222

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Authority complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to John A. O'Donnell, P.E., Chief Executive Officer, concerning DBE program matters. An organization chart displaying the DBELO's position in the organization is found 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 Authority staff to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. 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 Authority's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Authority's body on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.
11. Provides outreach to DBEs and community organizations to advise them of opportunities.
12. Maintains the agency's updated directory on certified DBEs.

Attachment 1, Pages DBE-1 through DBE-13, sets forth the Authority's program procedures in detail.

Section 26.27 DBE Financial Institutions

It is the policy of the Authority to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Section 26.29 Prompt Payment Mechanisms

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

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

The Authority will consider a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Authority. When the Authority has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

This prompt payment clause will apply to all DBE and non-DBE subcontractors on DOT-assisted contracts, and will be enforced by the Resident Project Representative (RPR). The Authority may be required to resolve disputes over the holding of certain
funds, etc. and assures that payments will be made in a timely fashion. Prime Contractors will be required to provide the RPR with documentation showing that payments to subcontractors have been made within the time limit stated within their contract. Failure to comply will result in the holding of additional monies, until the RPR are assured the payments to subcontractors have been made. Any delay or postponement of payment among parties may take place only for a good cause, with prior written approval from the RPR. It will also be noted in the contract between the Authority and the Prime Contractor that the Prime Contractor will not be reimbursed for work performed by subcontractors unless and until the Prime Contractor assures the Authority that the subcontractor has been promptly paid for the work they have performed.

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

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

Monitoring Payments to DBEs

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

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

Section 26.31 Directory

The Authority maintains a directory identifying all firms eligible to participate as DBEs.

The directory lists the firm’s name, address, phone number, and the type of work the firm has been certified to perform as a DBE. We revise the Directory annually. The Directory may be found at in Attachment 5.
Section 26.33  Over-concentration

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

Section 26.35  Business Development Programs

The Authority has not established a business development program.

Section 26.37  Monitoring and Enforcement Mechanisms

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

1. We will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 8 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our DBE Program.

3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.

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

5. We will implement a mechanism that will provide for a running tally of actual DBE attainments (e.g., payment actually made to DBE firms), including a means of comparing these attainments to commitments. In our reports of DBE participation to DOT, we will show both commitments and attainments, as required by the DOT uniform reporting form.
Section 26.39  Fostering small business participation.

The Authority has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The Authority's small business element is incorporated as Attachment 11 to this DBE Program. We will actively implement the program elements to foster small business participation; doing so is a requirement of good faith implementation of our DBE program.

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

Section 26.43  Set-asides or Quotas

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

Section 26.45  Overall Goals

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

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

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

26.45 (g)(1) In establishing the overall goal, the Authority will provide for consultation and publication. This includes consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and
non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Authority's efforts to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Authority's goal setting process, and it will occur before we are required to submit our goal methodology to the operating administration for review. We will document in our goal submission the consultation process that we engaged in. We will not implement our proposed goal until we have complied with this requirement.

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

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

The Authority will begin using our overall goal on October 1st of the reporting period, unless we have received other instructions from DOT.

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

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

If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.
Section 26.45(f) - Prior Operating Administration Concurrent

The Authority understands that we are not required to obtain prior operating administration concurrence with our overall goal. However, if the operating administration’s review suggests that our overall goal has not been correctly calculated or that our method for calculating goals is inadequate, the operating administration may, after consulting with us, adjust our overall goal or require that we do so. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to Part 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 6 to this program.

Section 26.47 Failure to meet overall goals.

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

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

1. Analyze in detail the reasons for the difference between the overall goal and our awards and commitments in that fiscal year;

2. Establish specific steps and milestones to correct the problems we have identified in our analysis and to enable us to meet fully your goal for the new fiscal year;

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

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

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

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39 of this part.
(2) Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);

(3) Providing technical assistance and other services;

(4) Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on Authority mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);

(5) Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;

(6) Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;

(7) Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;

(8) Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and

(9) Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 6 to this program.

Section 26.51(d-g) Contract Goals

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

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

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

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

Section 26.53 Good Faith Efforts Procedures

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

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

John A. O’Donnell, P.E. is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsible.

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

Information to be submitted (26.53(b))

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

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the Authority, at the time provided in paragraph (b)(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 (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
(3) We will require that the bidder/offeror present the information no later than five (5) days after bid opening as a matter of responsibility.

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

Administrative Reconsideration (26.53(d))

Within seven (7) business days that it is not responsible because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: John A. O'Donnell, P.E., Chief Executive Officer, Albany International Airport ARFF Building, Suite 200, Albany, New York 12211 (518) 242-2222. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

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

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

We will include in each prime contract a provision stating:

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

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

We will require the contractor that is awarded the contract to make available upon request a copy of all DBE subcontracts. The subcontractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.
In this situation, we will require the prime contractor to obtain our prior approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

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

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

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

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.
The prime contractor must give the DBE five (5) days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five (5) days.

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

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

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

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

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 9 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.
The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; and (5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor’s commitment; (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

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

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

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

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

NY State Department of Transportation
Office of Civil Rights
50 Wolf Road, 6th Floor
Albany, NY 12232
Tel. (518) 457-1129

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

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The Authority is a member of a Unified Certification Program (UCP) administered by New York State Department of Transportation. The UCP will meet all of the requirements of this section.
SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

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

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

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

The Authority, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. If we violate this prohibition, we are in noncompliance with this part.
ATTACHMENT 1

ALBANY COUNTY AIRPORT AUTHORITY
DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
FOR FEDERALLY FUNDED PROJECTS

I. POLICY

A. It is the policy of the Albany County Airport Authority that minority, woman-owned and disadvantaged business enterprises defined in 49 CFR Part 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole, or in part, with Federal or Airport funds. Consequently, the DBE requirements of 49 CFR Part 26 shall apply to all Airport contracts.

B. DBE Obligation: The Albany County Airport Authority has entered into certain grant agreements with the Federal Aviation Administration ("FAA") whereby the Authority has agreed to ensure that minority, woman-owned and disadvantaged business enterprises, as defined in 49 CFR part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds. Furthermore, as a result of the FAA grant agreements, the Authority must require all entities entering into Airport contracts to also agree to ensure that minority, woman-owned and disadvantaged business enterprises, as defined in 49 CFR Part 26, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole, or in part, with Federal funds. In this regard, all contractors shall take all necessary and reasonable steps, in accordance with 49 CFR Part 26, to ensure that minority, woman-owned and disadvantaged business enterprises have the maximum opportunity to compete for, and perform, Airport contracts. The Albany County Airport Authority and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of Airport contracts.

II. PURPOSE AND APPLICATION

A. The purpose of this Disadvantaged Business Enterprise Program is to achieve the objectives of the Albany County Airport Authority’s policy, as set forth above, of supporting the fullest possible participation of firms owned and controlled by minorities, women, and socially and economically disadvantaged individuals. This includes assisting DBEs throughout the life of contracts in which they participate. The standards in this Program apply to all contracts for goods, services or construction awarded by or on behalf of the Authority.

B. The goals of this Disadvantaged Business Enterprise/Minority and Woman Owned Business Enterprise Program have been established by the Albany County Airport Authority and shall be at least nine percent (7.4%).
III. DEFINITION

For purposes of this program, the following definitions shall apply:

A. "Administering Agency" means the Albany County Airport Authority.

B. DBE Liaison Officer" means the Albany County Airport Authority's Disadvantaged Business Enterprise Officer or other Authority employee as designated by the Albany County Airport Authority's Chief Executive Officer ("CEO").

C. "Disadvantaged Business Enterprise" or "DBE" means a small business concern: (a) Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operation are controlled by one or more of the socially and economically disadvantaged individuals who own it.

D. "Small Business Enterprise" means a small business concern, as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual gross receipts in excess of $20.41 million (or such amount as the U.S. Secretary of Transportation may adjust this figure to from time to time for inflation) over the previous three fiscal years.

E. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case by case basis
2. Whose management and daily business operations are controlled by one or more such individuals

(1) Recipient finds to be a socially and economically disadvantaged individual on a case by case basis
(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

a. "Black Americans," which includes person having origins in any of the Black racial groups of Africa;
b. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
c. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

d. "Asian-Pacific American," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guan, the U.S. Trust Territories of the Pacific Island (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of the Micronesia, or Hong Kong;

e. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

f. Women;

g. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

F. "State" means any of the States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the territories and possessions of the United States, and the Trust Territory of the Pacific Islands.

G. "Subcontractor" means a firm which provides materials, supplies or equipment for a project and applies, erects or installs those materials, supplies or equipment with its own work force.

Should these Definitions conflict with Part 26, Part 26 controls.

IV. ADMINISTRATIVE RESPONSIBILITY

A. The DBE Liaison Officer shall report directly to the Albany County Airport Authority's CEO and shall be responsible for developing, managing, and implementing this Disadvantaged Business Enterprise Program on a day-to-day basis; for carrying out technical assistance activities for DBEs; and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to bid on Airport contracts. The DBE Liaison Officer shall develop and use affirmative action techniques to facilitate DBE participation in contracting activities. These techniques shall include, but not be limited to:

1. Assisting the Authority in arranging solicitations, time for the presentation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation of DBEs.

2. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

3. Carrying out information and communication programs on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.
4. Assisting the Authority's Chief Financial Officer in thoroughly investigating the full extent of services offered by banks owned by minorities or women in the Albany area to allow the Authority to make the greatest feasible use of these banks.

5. Encouraging the Authority's contractors to use the services of banks owned and controlled by minorities or women.

6. Maintaining and making available directories or source lists to facilitate identifying DBEs with capabilities relevant to the Authority's general contracting requirements and to particular solicitations. The DBE Liaison Officer shall make the directories available to bidders and proposers in their efforts to meet DBE requirements. The directories shall specify which firms have been certified as a DBE pursuant to the procedures of 49 CFR part 26 by another United States Department of Transportation grant recipient. These directories shall be compiled and updated annually. The directories shall include the address of the listed firms.

7. Assisting in the coordination of plans, programs, and operations of the Authority which affect or may contribute to the establishment, preservation, and strengthening of DBEs.

8. Promoting the mobilization of activities and resources of local governments, businesses and trade associations, universities, foundations, professional organizations, and volunteer and other groups towards the growth of DBEs, and facilitate the coordination of the efforts of these groups with those of the Albany County Airport Authority.

9. Assisting the organization, development, collection, summarization, and dissemination of information that will be helpful to persons and organizations throughout the Capital District in undertaking or promoting the establishment and successful operation of DBEs.

10. Within constraints of law and appropriations, provide assistance to public and private organizations so that they may render technical and management assistance to DBEs and assist pilot or demonstration projects conducted by public or private agencies or organizations which are designed to overcome the special problems of and DBEs or otherwise to further the purposes of this Program.

B. As the Authority's CEO deems necessary or appropriate to enable the DBE Liaison Officer to better fulfill the responsibilities set forth in paragraph A above, the DBE Liaison Officer shall:

1. With the participation of other Authority representatives, consultants and agencies as appropriate, develop comprehensive plans and specific program goals for this Disadvantage Business Enterprise Program (which shall be subject to the review and approval of the Authority); establish regular performance, monitoring and reporting system to determine if the goals are being achieved; and evaluate the impact of Authority support in achieving the objectives established by the Policy;
2. For purposes of coordination, conduct meetings of consultants and contractors whose programs and activities may affect or contribute to the purposes of the Policy;

3. Conduct meetings of business leaders, educators, and other representatives of the private sector who are engaged in assisting the development of DBEs or who could contribute to their development, for the purpose of proposing, evaluating and coordinating governmental and private activities in furtherance of the objectives of this Program;

4. Confer with Federal, State and local government officials;

5. Provide the managerial and organizational framework through which joint or collaborative undertakings with Albany County Airport Authority and private organizations can be planned and implemented;

6. Recommend appropriate administrative and executive actions to the Authority's CEO;

7. Explain the DBE participation requirements at pre-bid conferences;

8. Maintain a file of bid documents from past procurement and permit DBEs to review and evaluate these documents;

9. Conduct debriefing sessions to explain why certain bids were unsuccessful;

10. Provide DBE firms with information on future procurement and contracting schedules;

11. Provide information on certification procedures, subcontracting, and bonding requirements;

12. Develop mailing lists for newsletters that include DBE's and their associations;

13. Send bid notices to DBE trade associations, technical assistance agencies, DBE economic development groups, and to DBEs with capabilities relevant to the bid notice, as identified by the DBE Directory; and

14. Support the efforts of DBE support and technical assistance organizations including, but not limited to Albany-Colonie Business Maintenance Organization, the Capital District Minority Contractors Association (CDMCA), and the National Association of Women in Construction (NAWIC);

V. RESPONSIBILITY OF OTHER PARTIES

A. The Authority's consultants and contractors shall cooperate with the DBE Liaison Officer to ensure maximum opportunity for DBEs participation. Such cooperation shall include, but not be limited to:

1. Providing information on contracting and leasing opportunities, together with a breakdown of subcontracting opportunities;

2. Consulting with the DBE Liaison Officer in establishing, design, number, size and content of bid packages;

3. Furnishing information, assistance, and reports to, and otherwise cooperating with, the DBE Liaison Officer in the performance of duties assigned to the DBE Liaison Officer hereunder;
4. When so requested by the DBE Liaison Officer, shall have primary and continuing responsibility for the participation and cooperation of that agency, consultant or contractor in matters concerning DBEs;
5. Review and report to the DBE Liaison Officer on the policies and programs effecting the Disadvantaged Business Enterprise Program, and keep the DBE Liaison Officer informed of all proposed budgets, plans and programs of that consultant or contractor affecting this Disadvantaged Business Enterprises Program;
6. To the extent required by contractor's agreement with the Authority, report to the DBE Liaison Officer on any activity that falls within the scope of this Disadvantaged Business Enterprise Program; and
7. Within constraints of law and funding, continue and expand current efforts to foster and promote DBEs, support the Program herein set forth, and cooperate with the DBE Liaison Officer in increasing the total DBE effort.

B. Albany County Airport Authority Purchasing Department shall:

1. Arrange solicitations on requests for proposals, times for presenting bids on proposals, quantities, specifications and delivery schedules so as to facilitate DBEs participation;
2. Consult with the DBE Liaison Officer on procurement policies, including bonding, licenses and other requirements;
3. Insure that solicitations contain all clauses and goals required by this Program;
4. Provide information to DBE firms about the Albany County Airport Authority's organization, functions, and full range of contractual needs;
5. Offer instructions and clarification on bid specifications, the Authority's procurement policy, procedures, and general bidding requirements;
6. Place bid notices in the Dodge Bulletin, DBE trade association newsletters, major local newspapers, as well as periodicals of interest to the disadvantaged community;
7. Make bid specifications available to DBEs contractor associations and technical assistance agencies;
8. Provide DBE organizations with lists of plan holders and majority firms expected to bid as prime contractors; and
9. Allow a lead time of at least twenty (20) days, when possible, for advertisement of all invitations for bid so that all firms have ample time to develop a complete bid package or proposal and secure necessary assistance.

C. Albany County Airport Authority's Counsel shall:

1. Review contracts clauses for legal sufficiency; and
2. Provide legal support as appropriate.
D. Albany County Airport Authority's Chief Financial Officer shall thoroughly investigate the full extent of services offered by banks owned and controlled by minorities or women in the Albany area and make the greatest feasible use of these banks.

VI. PROCEDURES TO ASCERTAIN THE ELIGIBILITY OF DBES

A. In order to be eligible as a DBE for purposes of this Program, a DBE must be certified by a governmental agency that has a certification program meeting the requirements of 49 CFR 26 (and is subject to the requirements of subpart D thereto). Such governmental agencies include, but are not limited to, the FAA and the New York State Department of Transportation ("NYSDOT"). The Albany County Airport Authority will not undertake the certification of DBEs directly, but will assist DBEs in obtaining the needed certification from other qualified governmental agencies. To insure that the this Program benefits only firms owned and controlled by minorities, women or other individuals qualified under 49 CFR part 26, the DBE Liaison Officer will verify the eligibility and certification of all DBEs, and joint ventures involving DBEs, that are named by the contractors for contracts to be let by the Authority by obtaining a copy of the DBE firm’s certification by a qualified certifying governmental agency. The DBE Liaison Officer will accept, subject to possible further verification and challenge at the direction of the Authority’s CEO, the DBE certifications made by such other qualified government agencies.

1. Any firm not already certified as an eligible DBE, that desires to participate as a DBE for purposes of this Program, will be required to complete and submit an Application for Disadvantaged Business Enterprise Certification to the NYSDOT or other governmental agency meeting the requirements of 49 CFR 26.

2. Any firms that desire to participate as a joint venture DBE will, in addition, be required to complete a joint venture application. The joint venture application must be signed and notarized by an authorized representative of the firms.

3. A copy of the required application(s) must accompany the DBE participation information submitted to the Albany County Airport Authority by applicants.

4. A firm holding a certification as a DBE may be required to submit to the Authority additional information, including a copy of its original application to the certifying governmental agency, if either of the following applies:

5. The DBE contractor states in writing that it has submitted the same information to and has certified by another DOT recipient, or other Federal agency that uses essentially the same definition and ownership and control criteria as the Authority. In the case, the potential DBE must obtain the information and certification (if made) from the other agency and submit it to the Authority; or
6. The potential DBE contractor has been determined by the Small Business Administration to be owned and controlled by socially and economically disadvantaged individuals under Section 8(a) of the Small Business Act, as amended.

VII. CHALLENGE PROCEDURES

A. Any third party may present evidence challenging whether a firm's owners who are presumed to be socially and economically disadvantaged are truly disadvantaged. Individuals certified under Section 8(a) of the Small Business Act, as amended, however, are not subject to these challenges. If a challenge is made to the owners of a Section 8(a) firm, the Albany County Airport Authority will refer the information or question to the SBA for resolution.

B. When the Albany County Airport Authority receives a written challenge to the disadvantaged status of a business owner that is certified or seeking certification, the Authority will make a determination of social and economic disadvantage. The Authority itself may also initiate an inquiry.

C. The guidelines in 49 CFR 26.69 and Appendix C will be used for these actions. Following determination by the DBE Liaison Officer, the DBE shall have ten days to appeal the decision to the CEO of the Albany County Airport Authority. Both sides in the dispute shall have an opportunity to be heard at a meeting conducted by the CEO to be held within twenty-one days of the receipt of an appeal, and the CEO shall send the decision to both sides within ten days by registered mail. The procedures are informal; strict rules of evidence do not apply.

D. While a challenge is in progress, the presumption of social and economic disadvantage continues, and the firm will continue to be eligible as a DBE.

VIII. GOOD FAITH EFFORTS TO MEET THE DBE GOAL

A. Whenever the Albany County Airport Authority issues a solicitation for bids for a contract, the solicitation will contain the DBE contract goal. The Authority will follow this procedure for non-construction as well as construction projects. Thus, the appropriate goal will be included in all Invitations for Bid (IFB) for construction work and in Requests for Proposals (RFP) or Requests for Qualifications (RFQ) for architectural, engineering, and other professional services.

1. The solicitation will include a statement that the apparent successful bidder will be required to submit DBE participation information and that as a condition of receiving the contract; the competitor must meet the DBE goal or demonstrate to the Authority that it made good faith efforts.
2. The DBE participation information will be required prior to award of contract by the Authority. A bidder may not meet the requirements of the bid specification by stating that it will accomplish all work of the contract using its own employees. It, first, must demonstrate to the Authority’s satisfaction, that it made good faith efforts to meet the goal, and despite those efforts, was unable to subcontract any portion sufficient to meet the goals, to DBE's

B. If the contract goal specified in the Contract Documents is not met, the apparent successful Bidder will be required to submit documentation of the efforts it has made to achieve the goal. The Authority will then determine whether these are "good faith efforts". The following criteria will be used:

1. Whether the Bidder attended any pre-solicitation or pre-bid meetings that were scheduled by the recipient to inform DBE's of contracting and subcontracting opportunities;
2. Whether the Bidder advertised in general circulation, trade association, and minority-focus media concerning the subcontracting opportunities;
3. Whether the Bidder provided written notice to a reasonable number of specific DBE's that their interest in the contract was being solicited, in sufficient time to allow the DBE's to participate effectively;
4. Whether the Bidder followed up initial solicitations of interest by contracting DBE's to determine with certainty whether the DBE's were interested;
5. Whether the Bidder selected portions of the work to be performed by DBE's in order to increase the likelihood of meeting the DBE goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
6. Whether the Bidder provided interested DBE's with adequate information about the plans, specifications, and requirements of the contract;
7. Whether the Bidder negotiated in good faith with interested DBE's, not rejecting DBE's as unqualified without sound reasons based on a thorough investigation of the DBE capabilities;
8. Whether the Bidder made efforts to assist interested DBE's in obtaining bonding, lines of credit, or insurance required by the Authority or contractor; and
9. Whether the Bidder effectively used the services of available minority community organizations, minority contractors groups; local, state, and Federal minority and women business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE's

C. The following points also apply to good faith effort determinations by the Authority:
1. The above list of nine efforts is recommended by the Authority as ones that bidders may make to obtain DBE participation. It does not represent a mandatory checklist of required actions; no one or combination is required in all cases.

2. The list above is not intended to be exhaustive; other factors or efforts may be relevant in appropriate instances.

3. Good faith efforts are those that could reasonably be expected to result in goal attainment by a bidder who aggressively and actively seeks to obtain DBE participation.

4. The Albany County Airport Authority will examine the quantity and intensity of the efforts as well as the type of actions taken. Efforts that are merely pro forma are not sufficient, even though they may be sincerely motivated.

D. Alternative Requirements: The DBE Liaison Officer may recommend to the apparent successful Bidder other requirements of equal or greater effectiveness, in addition to the good faith efforts set forth above, when the total amount of DBE participation has not reached the goals of this Program. Such requirement will include only such actions as is determined to be legally permissible.

IX. CONTRACTOR’S DBE REPORTING REQUIREMENTS

A. The Authority requires prime contractors to submit information on proposed subcontract and/or supplier awards to be made to DBE’s. The information must be submitted within 120 hours (week-ends and holidays, not included) of the receipt of Bids by the Authority and include:

1. the name and address of each DBE;
2. whether the firm is a MBE or WBE;
3. a description of the work to be performed by each named firm; and
4. The dollar value of the work of the work to be performed or materials and supplies to be provided.

B. Prior to the award of contract, verification from the each DBE firm of their intent to perform the scope of work or provide the materials and/or supplies and the dollar value.

C. Records of all progress payments made by prime contracts are required on a monthly basis. Prime contractors must also report to the Authority when a DBE is terminated for any reason. In that instance, every reasonable effort must be made to replace the firm with another DBE. These records are periodically verified by obtaining certified statements from DBE subcontractors.
D. Other appropriate actions will be taken to ensure that prime contractors and subcontractors comply with the DBE provisions. These actions will include:

1. Desk audits to review all material and information concerning the contractor's compliance with the requirements of this Program.
2. On-site reviews that include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the contractor compliance with its obligation under this Program.
3. Any additional investigation that may be called for by a lack of proper record keeping; failure of the prime contractor to cooperate; failure of DBE's to cooperate; visible evidence of unsatisfactory performance; and any other evidence as may warrant further investigation.

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

F. A decision by the Authority's CEO to invoke the above sanctions shall be issued in writing by registered mail. The contractor shall have ten days from receipt of the decision to appeal the CEO's decision to the Operations Committee of the Albany County Airport Authority. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Operations Committee to be held within twenty-one days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten days by registered mail (or hand delivery in the case of the DBE Liaison Officer's copy).

X. COUNTING DBE PARTICIPATION TOWARD MEETING THE GOALS

A. The Albany County Airport Authority will count DBE participation toward the contract goals in accordance with the guidelines outlined below. Although the language may suggest otherwise, when the contract is federally funded or federally assisted, only the federal share of the contract amounts is counted toward the federal goal.
1. Once a firm is determined to be a certified DBE the total dollar value of the contract awarded to the DBE is counted toward the DBE goal.

2. The Albany County Airport Authority and its contractors will count toward the DBE goals a portion of the total dollar value of a contract with a certified joint venture equal to the percentage of ownership and control of the DBE partner in the joint future.

3. The Authority and its contractors will count toward the DBE goals the total dollar value of a contract with a firm owned and controlled by two or more socially and economically disadvantaged individuals, who combined own 100% interest in the firm.

4. Only expenditures to DBEs that perform a commercially useful function in the work of a contract will be counted toward the DBE goals. A DBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether a DBE is performing a commercially useful function, the Authority and its contractors will evaluate the amount of work sub-contracted, industry practices, and other relevant factors.

5. Consistent with normal industry practices, a DBE may enter into subcontracts. If a DBE contractor subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices, the DBE shall be presumed not to be performing a commercially useful function. The contractor and/or the DBE may present evidence to the Albany County Airport Authority to rebut this presumption.

6. The Albany County Airport Authority and its contractors will count toward the DBE goals 60% of expenditures for materials and supplies required under a contract and obtained from a DBE regular dealer, and 100% of such expenditure obtained from a DBE manufacturer.

(1) For purposes of this DBE Program, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Authority or a contractor.

(2) For purposes of this DBE Program, a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are brought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers will not be regarded as manufacturers or regular dealers under this DBE Program.
7. The Authority and its contractors may count toward the DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers.

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials, or supplies requires for the performance of the contract, provided that the fee or commission is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery services are not also the manufacturer of, or a regular dealer in, the materials and supplies, provided the fees are determined by the Authority to be reasonable and not excessive as compared with the fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance required for the performance of the contract, providing that the fees or commissions are determined by the Authority to be reasonable and not excessive as compared with the fees customarily allowed for similar services.
ATTACHMENT 2

Regulations 49 CFR Part 26 can be found at:
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse7/Title49/49cfr26_main_02.tpl
ATTACHMENT 3

ORGANIZATION CHART

Airport Board Members
Rev. Kenneth J. Doyle, Chairman
Dorsey M. Whitehead, Member
Lyon Greenburg, M.D., Member
Anthony Gorman, Member
Steven Heider, Member
Patricia M. Reilly, Member
Kevin R. Hicks, Sr.

Airport Staff
John A. O’Donnell, P.E., Chief Executive Officer
William J. O’Reilly, Chief Financial Officer
Peter F. Stuto, Esq., Airport Counsel
Bobbi Jo Matthews, Purchasing Agent

Airport DBE Liaison Officer
Jennifer A. Munger
## ATTACHMENT 4

### Bidder's List Collection Form

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Firm Address/Phone #</th>
<th>DBE or Non-DBE Status (verify via State's UCP Directory)</th>
<th>Age of Firm</th>
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<td></td>
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<td>□ Less than $500K</td>
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<tr>
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<td>□ Greater than $5 million</td>
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</tr>
</tbody>
</table>

|           |                     | □ Less than 1 year                                         | □ Less than $500K |
|           |                     | □ 1-3 years                                                | □ $500K - $1 million |
|           |                     | □ 4-7 years                                                | □ $1-2 million |
|           |                     | □ 8-10 years                                               | □ $2-5 million |
|           |                     | □ More than 10 years                                        | □ Greater than $5 million |

|           |                     | □ Less than 1 year                                         | □ Less than $500K |
|           |                     | □ 1-3 years                                                | □ $500K - $1 million |
|           |                     | □ 4-7 years                                                | □ $1-2 million |
|           |                     | □ 8-10 years                                               | □ $2-5 million |
|           |                     | □ More than 10 years                                        | □ Greater than $5 million |

|           |                     | □ Less than 1 year                                         | □ Less than $500K |
|           |                     | □ 1-3 years                                                | □ $500K - $1 million |
|           |                     | □ 4-7 years                                                | □ $1-2 million |
|           |                     | □ 8-10 years                                               | □ $2-5 million |
|           |                     | □ More than 10 years                                        | □ Greater than $5 million |

|           |                     | □ Less than 1 year                                         | □ Less than $500K |
|           |                     | □ 1-3 years                                                | □ $500K - $1 million |
|           |                     | □ 4-7 years                                                | □ $1-2 million |
|           |                     | □ 8-10 years                                               | □ $2-5 million |
|           |                     | □ More than 10 years                                        | □ Greater than $5 million |
### ATTACHMENT 5

## DBE DIRECTORY

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>ADDRESS</th>
<th>PHONE NUMBER</th>
<th>TYPE OF WORK</th>
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<tbody>
<tr>
<td>21st Century Design</td>
<td>1008 Madison Avenue, Albany, NY 12208</td>
<td>(518) 453-0939</td>
<td>Architectural and Engineering</td>
</tr>
<tr>
<td>A&amp;C Fence LLC</td>
<td>91 Palmer Road, Crayville, NY 12521</td>
<td>(518) 851-3430</td>
<td>Fencing</td>
</tr>
<tr>
<td>A&amp;K Slip Forming, Inc.</td>
<td>P. O. Box 250, Cobleskill, NY 12043</td>
<td>(518) 234-1944</td>
<td>Concrete/Retaining Walls</td>
</tr>
<tr>
<td>Able Asbestos</td>
<td>255 Orange Street, Albany, NY 12210</td>
<td>(518) 449-5704</td>
<td>Hazmat</td>
</tr>
<tr>
<td>ABP Builders LLC</td>
<td>248 Longhouse Lane, Singerlands, NY 12159</td>
<td>(518) 588-3919</td>
<td>General Construction</td>
</tr>
<tr>
<td>Access Safety Products, Inc.</td>
<td>13639 US Route 9W, Hannacroix, NY 12087</td>
<td>(518) 756-3600</td>
<td>Signage/Safety Equipment</td>
</tr>
<tr>
<td>Apollo Trucking</td>
<td>953 Maple Avenue, Schenectady, NY 12307</td>
<td>(518) 528-5595</td>
<td>Trucking</td>
</tr>
<tr>
<td>Argus Architecture &amp; Preservation</td>
<td>297 River Street, Suite 303, Troy, NY 12180</td>
<td>(518) 272-8440</td>
<td>Architectural Services</td>
</tr>
<tr>
<td>B. Pariso Transport, Inc.</td>
<td>2647 Withshaven Road, Grand Island, NY 14072</td>
<td>(716) 775-1419</td>
<td>Trucking</td>
</tr>
<tr>
<td>B.B. Painting</td>
<td>14 Pfeil Avenue, Albany, NY 12206</td>
<td>(518) 331-1185</td>
<td>Painting/Wallpaper</td>
</tr>
<tr>
<td>Bartolotta-Connolly Insurance</td>
<td>37 George Street, Green Island, NY 12183</td>
<td>(518) 271-1394</td>
<td>Insurance</td>
</tr>
<tr>
<td>Bedrock Construction</td>
<td>995 Buffalo Road, Rochester, NY 14624</td>
<td>(585) 436-6280</td>
<td>Trucking/Excavation</td>
</tr>
<tr>
<td>BESCO Metals, Inc.</td>
<td>5670 Depot Road, Voorheesville, NY 12186</td>
<td>(518) 765-2178</td>
<td>Ductwork/Sheet Metal/Metal</td>
</tr>
<tr>
<td>BET Engineers and Consultants, Inc.</td>
<td>36 Route 11, East Hanover, NJ 07936</td>
<td>(973) 515-2050</td>
<td>Engineering</td>
</tr>
<tr>
<td>Bill's Topsoil Sand &amp; Gravel</td>
<td>3 Carriage House Lane, Rochester, NY 14624</td>
<td>(585) 247-2010</td>
<td>Trucking</td>
</tr>
<tr>
<td>Brady Fence Co., Inc.</td>
<td>637 State Route 8, Cold Brook, NY 13324</td>
<td>(315) 826-7883</td>
<td>Fences</td>
</tr>
<tr>
<td>Buffalo Concrete Accessories</td>
<td>243 Manhattan Avenue, Buffalo, NY 14214</td>
<td>(716) 332-2800</td>
<td>Supply Concrete Accessories</td>
</tr>
<tr>
<td>C.L.A &amp; Son Trucking</td>
<td>47 Marshall Avenue, Albany, NY 12304</td>
<td>(518) 365-8899</td>
<td>Trucking</td>
</tr>
<tr>
<td>C.A. Kenfield Trucking and Excavating</td>
<td>2301 Batter Street, Pattersonville, NY 12137</td>
<td>(518) 864-5777</td>
<td>Trucking</td>
</tr>
<tr>
<td>C.V. Associates, NY, PE, PC</td>
<td>Triangle Plaza, Suite 7, Harriman, NY 10928</td>
<td>(845) 774-1075</td>
<td>Geotechnical</td>
</tr>
<tr>
<td>Cedar Hill Trucking</td>
<td>Cedar Hill, Route 144, Selkirk, NY 12158</td>
<td>(518) 767-9608</td>
<td>Trucking</td>
</tr>
<tr>
<td>Central New York Construction</td>
<td>8228 Star Route 28, Barnaveld, NY 13304</td>
<td>(315) 896-4632</td>
<td>Construction</td>
</tr>
<tr>
<td>CHC Construction Group, Inc.</td>
<td>2120 Teall Avenue, Syracuse, NY 13206</td>
<td>(315) 431-4900</td>
<td>General Construction</td>
</tr>
<tr>
<td>Chemtech Consulting Group</td>
<td>284 Sheffield Street, Mountainside, NY 07092</td>
<td>(908) 789-8900</td>
<td>Chemical Analytical Testing</td>
</tr>
<tr>
<td>City Electric Co.</td>
<td>514 W. Genesee Street, Syracuse, NY 14302</td>
<td>(315) 474-7841</td>
<td>Supplier</td>
</tr>
<tr>
<td>Company Name</td>
<td>Address</td>
<td>Phone</td>
<td>Type</td>
</tr>
<tr>
<td>--------------------------------------</td>
<td>--------------------------------</td>
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<td>-----------------------------</td>
</tr>
<tr>
<td>Classic Environmental, Inc.</td>
<td>112 Wade Road, Latham, NY 12110-3506</td>
<td>(518)591-0234</td>
<td>Trucking/Environmental Const.</td>
</tr>
<tr>
<td>Clean Care Janitorial Services, Inc.</td>
<td>1126 New Loudon Road, Latham, NY 12110</td>
<td>(518) 785-7287</td>
<td>Janitorial/Maintenance</td>
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<tr>
<td>Collins Concrete Construction, Inc.</td>
<td>P. O. Box 914, Cobleskill, NY 12403</td>
<td>(518) 254-0305</td>
<td>Concrete</td>
</tr>
<tr>
<td>Constantine Construction</td>
<td>564 Albany Shaker Road, Loudonville, NY 12211</td>
<td>(518) 458-8294</td>
<td>Site Preparation</td>
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<tr>
<td>Cristo Demolition, Inc.</td>
<td>241 N. Pearl Street, Albany, NY 12207</td>
<td>(518) 463-6985</td>
<td>Supply Dumpster</td>
</tr>
<tr>
<td>Cutting Edge Group, LLC</td>
<td>14 Walkup Cutoff Road, Lake George, NY 12845</td>
<td>(518) 798-4151</td>
<td>Geotechnical</td>
</tr>
<tr>
<td>Di Highway Sign &amp; Structure Corporation</td>
<td>40 Greenman Avenue, New York Mills, NY 13417</td>
<td>(315) 738-8312</td>
<td>Supplier</td>
</tr>
<tr>
<td>Die Hard Excavation &amp; Technologies</td>
<td>7654 Smith Road, Rome, NY 13440</td>
<td>(315) 337-2454</td>
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<tr>
<td>DKI Engineering &amp; Consulting USA, P.C.</td>
<td>632 Plank Road, Suite 208, Clifton Park, NY 12065</td>
<td>(518) 373-4999</td>
<td>Engineering</td>
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<tr>
<td>Donnelly Construction, Inc.</td>
<td>P. O. Box 150, Mechanicville, NY 12118</td>
<td>(518) 664-9435</td>
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<tr>
<td>Dorsey Construction &amp; General Construction</td>
<td>22 Collamer Road, Malta, NY 12020</td>
<td>(518) 495-3636</td>
<td>Construction</td>
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<tr>
<td>DY Consultants/Tri State Aviation</td>
<td>1 Expressway Plaza, Suite 208, Roslyn Heights, NY 11572</td>
<td>(516) 625-9800</td>
<td>Engineering</td>
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<tr>
<td>EJ Construction Corporation</td>
<td>4522A Wetzel Road, Liverpool, NY 13090</td>
<td>(315) 622-4158</td>
<td>General Construction</td>
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<tr>
<td>EMI Guiderail, LLC</td>
<td>693 River Road, Schenectady, NY 12306</td>
<td>(518) 887-2030</td>
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<td>Gedeon Engineering, P.C.</td>
<td>1517 Franklin Avenue, Mineola, NY 11501</td>
<td>(516) 873-7010</td>
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<td>Genoveze Transport</td>
<td>32 Belvedere Avenue, Albany, NY 12233</td>
<td>(518) 446-0782</td>
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<td>George J. Martin &amp; Son, Inc.</td>
<td>2 Cooper Avenue, Rensselaer, NY 12144</td>
<td>(518) 477-7577</td>
<td>Electrical</td>
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<tr>
<td>Gomez Electrical Contractors, Inc.</td>
<td>251 N. Pearl Street, Albany, NY 12207</td>
<td>(518) 427-8385</td>
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<td>GRB Environmental Services, Inc.</td>
<td>1 Penn Plaza, New York, NY 10001</td>
<td>(212) 584-8640</td>
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<td>H U R B Landscaping, Inc.</td>
<td>4278 Albany Street, Albany, NY 12205</td>
<td>(518) 484-5030</td>
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<td>Highwoods Electric Inc.</td>
<td>973 Glasco Turnpike, Saugerties, NY 12477</td>
<td>(845) 750-5189</td>
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<tr>
<td>Husted Concrete Products</td>
<td>50 Sauquoit Street, New York Mills, NY 13417</td>
<td>(315) 736-6659</td>
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<td>Interstate Reinforcing, Inc.</td>
<td>127 Blind Road, Mexico, NY 12114</td>
<td>(315) 963-4762</td>
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<td>Iroquois Bar Corp.</td>
<td>155 Commerce Drive, Lacawanna, NY 14218</td>
<td>(716) 270-0433</td>
<td>General Contracting/Rebar Install</td>
</tr>
<tr>
<td>Iyer Environmental Group, PLLC</td>
<td>44 Rolling Hills Drive, Orchard Park, NY 14127</td>
<td>(716) 662-4157</td>
<td>Geotechnical</td>
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<tr>
<td>J McBain Inc.</td>
<td>658 River Street, Troy, NY 12180</td>
<td>(518) 272-9376</td>
<td>Electrical</td>
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<td>J&amp;A Bayly Construction Co., Inc.</td>
<td>30 Collins Road, East Greenbush, NY 12061</td>
<td>(518) 479-7115</td>
<td>Construction</td>
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<td>J. C. Smith Inc.</td>
<td>345 Peat Street, Syracuse, NY 13210</td>
<td>(315) 428-9903</td>
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<td>Jake Burnett Excavating Co., Inc.</td>
<td>82 Beverly Avenue, Albany, NY 12206</td>
<td>(518) 462-0480</td>
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<tr>
<td>Company Name</td>
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<td>Industry</td>
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<td>JHP Industrial Supply Company</td>
<td>405 West Taylor Street, Syracuse, NY 13202</td>
<td>(315) 422-0050</td>
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<td>JLC Environmental Consultants, Inc.</td>
<td>30 West 26th Street, New York, NY 10010</td>
<td>(212) 420-8119</td>
<td>Geotechnical</td>
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<tr>
<td>Joanne Darcy Crum LS</td>
<td>479 W. Main Street, Cobleskill, NY 12043</td>
<td>(518) 234-4650</td>
<td>Land Surveying</td>
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<td>John W. Francisco, Inc.</td>
<td>2154 Route 9W, P. O. Box 279, Ravenna, NY 12143</td>
<td>(518) 756-2116</td>
<td>Equipment Sales/Rental Service/Supplier</td>
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<td>Jorrey Excavating, Inc.</td>
<td>160 Bart Bull Road, Middletown, NY 10941</td>
<td>(645) 692-2755</td>
<td>Site Preparation</td>
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<td>Kal-Harbour, Inc./Harbour Roads</td>
<td>21 Arch Street, Watervliet, NY 12189</td>
<td>(518) 463-0690</td>
<td>Asphalt Paving-Excavation</td>
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<td>KSP Painting of Syracuse, Ltd.</td>
<td>1010 Colle Spring Road, Liverpool, NY 13088</td>
<td>(315) 457-2202</td>
<td>Painting</td>
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<td>LaCorte Companies, Inc.</td>
<td>830 7th Avenue, Troy, NY 12182</td>
<td>(518) 286-6000</td>
<td>Electrical</td>
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<tr>
<td>Landon &amp; Rian Enterprises</td>
<td>28 Cattaraugus Drive, Rochester, NY 14623</td>
<td>(716) 334-2434</td>
<td>Engineering</td>
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<tr>
<td>Len J Construction, LLC</td>
<td>236 S Swan Street, Albany, NY 12202</td>
<td>(518) 471-5786</td>
<td>Demolition/Excavation</td>
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<td>Lorice Enterprises, Inc.</td>
<td>40 Mereline Avenue, Albany, NY 12209</td>
<td>(518) 488-1061</td>
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<tr>
<td>M J Engineering and Land Surveying</td>
<td>1533 Crescent Road, Clifton Park, NY 12065</td>
<td>(518) 371-0799</td>
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<tr>
<td>M P Hellwig Corporation</td>
<td>479 Elliott Road, E. Greenbush, NY 12061</td>
<td>(518) 477-9634</td>
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<td>M. Falianga Trucking</td>
<td>45 Eisenhower Drive, Middletown, NY 10940</td>
<td>(914) 343-4249</td>
<td>Trucking</td>
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<tr>
<td>Marilyn E. Kaplan, Preservation/ARC</td>
<td>43 Marion Avenue, Albany, NY 12203</td>
<td>(518) 459-6460</td>
<td>Architectural Services</td>
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<tr>
<td>MC Environmental Services, Inc.</td>
<td>526 Queensbury Avenue, Queensbury, NY 12804</td>
<td>(518) 615-0349</td>
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<tr>
<td>Mexcon, Inc.</td>
<td>42 Cindy Lane, Central Valley, NY 10917</td>
<td>(914) 928-2773</td>
<td>Construction</td>
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<tr>
<td>MH Professional Engineering, PLLC</td>
<td>5 Corporate Drive, Clifton Park, NY 12085</td>
<td>(518) 260-6522</td>
<td>Engineering</td>
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<tr>
<td>Millers Landscaping LLC</td>
<td>6741 Happy Valley Road, Verona, NY 13478</td>
<td>(315) 339-4358</td>
<td>Landscaping</td>
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<tr>
<td>MJD Enterprises, Inc.</td>
<td>15 Dykeman Lane, Pawling, NY 12564</td>
<td>(914) 736-9357</td>
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<tr>
<td>Momack Building Materials Corporation</td>
<td>469 Albany Shaker Road, Loudonville, NY 12211</td>
<td>(518) 458-1431</td>
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<tr>
<td>MS Unlimited</td>
<td>6828 Ellicott Drive, E. Syracuse, NY 13057</td>
<td>(315) 437-1291</td>
<td>Material Supply Equipment Rental</td>
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<tr>
<td>Multi-Phase Contracting Corporation</td>
<td>314 Old Stage Road, Altamont, NY 12009</td>
<td>(518) 881-3638</td>
<td>Construction</td>
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<tr>
<td>Oneida Sales and Service</td>
<td>155 Commerce Drive, Lackawanna, NY 14228</td>
<td>(716) 822-8205</td>
<td>Supply Precast Concrete</td>
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<tr>
<td>OPSA Engineering Services, P.C.</td>
<td>1533 Crescent Road, Suite A, Clifton Park, NY 12065</td>
<td>(518) 636-9956</td>
<td>Engineering Consulting</td>
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<tr>
<td>Poppi Architecture, Engineering and LS</td>
<td>555 Penbrooke Drive, Penfield, NY 14526</td>
<td>(585) 388-2060</td>
<td>Engineering/Land Surveying</td>
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<tr>
<td>Precision Concrete Pumping, Inc.</td>
<td>1 Prospect Avenue, Albany, NY 12206</td>
<td>(518) 435-9292</td>
<td>Concrete Pumping</td>
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<tr>
<td>Priotti Engineering, PLLC</td>
<td>268 Osborne Rd. Albany, NY 125211</td>
<td>(518) 652-6884</td>
<td>Engineering</td>
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<tr>
<td>Putrello &amp; Sons Masonry Corporation</td>
<td>125 Hawthorne Avenue, Utica, NY 13502</td>
<td>(315) 732-8936</td>
<td>Drywall</td>
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<tr>
<td>R &amp; J Telecom, Inc.</td>
<td>211 PaRK Avenue, Mechanicville, NY 12118</td>
<td>(518) 785-1703</td>
<td>Engineering Consulting</td>
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<tr>
<td>Company Name</td>
<td>Address/Location</td>
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<td>Industry/Service</td>
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<td>Ram-Tech Engineering</td>
<td>6100 Fairway Drive, Syracuse, NY 13211</td>
<td>(315) 463-7716</td>
<td>Electrical/HVAC</td>
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<tr>
<td>RAVI Engineering/Land Survey</td>
<td>2110 S. Clinton Ave., Suite 1, Rochester, NY</td>
<td>(716) 223-3360</td>
<td>Engineering</td>
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<tr>
<td>RBM Guardian Fire Protection</td>
<td>8 Enterprise Drive, Albany, NY 12204</td>
<td>(518) 463-4340</td>
<td>Sprinklers</td>
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<tr>
<td>Rico's Pump Service &amp; Electric Motor Repair</td>
<td>520 McChesney Ave. Ext., Troy, NY 12180</td>
<td>(518) 496-8128</td>
<td>Electrical, Plumbing, Water Heaters</td>
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<tr>
<td>RJ Young Const / DBA Young Const.</td>
<td>567 Blood Street, Granville, NY 12832</td>
<td>(518) 260-8044</td>
<td>Construction Demo Excavation</td>
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<tr>
<td>Rommel Fence, LLC</td>
<td>P.O. Box 367, Poland, NY 13431</td>
<td>(315) 826-3758</td>
<td>Fencing</td>
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<tr>
<td>S.Y. Kim Land Surveyor, P.C</td>
<td>592 New Loudon Road, Latham, NY 12110</td>
<td>(518) 785-3969</td>
<td>Engineering/Land Surveying</td>
</tr>
<tr>
<td>Schupps Line Constructors, Inc.</td>
<td>25 Walker Way, Albany, NY 12205</td>
<td>(518) 464-9005</td>
<td>Site Preparation</td>
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<tr>
<td>SGD Environmental Services</td>
<td>2063 Stanley Road, Cazenovia, NY 13035</td>
<td>(315) 655-2733</td>
<td>Trucking</td>
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<tr>
<td>Shumaker Consulting Engineer and Land Surveying</td>
<td>181 Genesee Street, Suite 200, Utica, NY 13501</td>
<td>(607) 798-8081</td>
<td>Engineering/Land Surveying</td>
</tr>
<tr>
<td>Siddiqui Engineering</td>
<td>83-29 241st Street, Bellerose, NY 11426</td>
<td>(347) 626-0004</td>
<td>Engineering</td>
</tr>
<tr>
<td>South Col Engineering PC</td>
<td>578 Troy Schenectady Road, Suite 203, Latham, NY 12110</td>
<td>(518) 321-0495</td>
<td>Engineering</td>
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<tr>
<td>Spring Line Design Arch &amp; Engineering</td>
<td>73 Troy Road, East Greenbush, NY 12061</td>
<td>(518) 497-4755</td>
<td>Architecture &amp; Structural Engineer</td>
</tr>
<tr>
<td>Stilsing Electric</td>
<td>555 South Street, Rensselaer, NY 12144</td>
<td>(518) 463-4451</td>
<td>Electrical</td>
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<tr>
<td>Straight Line Industries</td>
<td>5 Arrowhead Lane, Cohoes, NY 12047</td>
<td>(518) 220-2000</td>
<td>Pavement Marking/Site Preparation</td>
</tr>
<tr>
<td>Susan M. Anacker Professional Land Surveyor</td>
<td>11082 Davis Road East, Utica, NY 13502</td>
<td>(315) 724-6800</td>
<td>Land Surveying</td>
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<tr>
<td>SY Kim Land Surveying, P.C.</td>
<td>260 Osborne Road, Albany, NY 12211</td>
<td>(518) 785-3969</td>
<td>Land Surveying</td>
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<tr>
<td>Tech Valley Electrical Construction</td>
<td>2 Progress Drive, No. 4280, Clifton Park, NY 12065</td>
<td>(518) 885-1051</td>
<td>Electrical</td>
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<tr>
<td>Technical Welding Fabricators</td>
<td>27 Thatcher Street, Albany, NY 12207</td>
<td>(518) 463-2229</td>
<td>Fabrication supplier</td>
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<tr>
<td>Tuttle Construction Co., Inc.</td>
<td>223 Mahaffy Road, Greenwich, NY</td>
<td>(518) 692-9261</td>
<td>Masonry</td>
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<tr>
<td>Unicorn Construction Enterprises</td>
<td>3 Unicorn Street, Monsey, NY 10952</td>
<td>(845) 352-2012</td>
<td>Site Preparation</td>
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<tr>
<td>Uprising Trucking</td>
<td>582 Saint Davids Lane, Niskayuna, NY 12309</td>
<td>(713) 505-4346</td>
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<td>Western Contractors</td>
<td>663 Sacandaga Road, Fort Johnson, NY 12070</td>
<td>(518) 762-0906</td>
<td>Construction/Roofing</td>
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<td>WPNT Construction</td>
<td>289 Maple Avenue, Selkirk, NY 12158</td>
<td>(518) 857-3252</td>
<td>Trucking/Hauling</td>
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<tr>
<td>Yahoo Fence Co., Inc.</td>
<td>95 W. Nyack Way, W. Nyack, NY 10994</td>
<td>(845) 358-0118</td>
<td>Fencing</td>
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<tr>
<td>Ysrael A. Seluk, P.C.</td>
<td>228 East 45th Street, 3rd Floor, New York, NY</td>
<td>(212) 687-2233</td>
<td>Engineering</td>
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<tr>
<td>Zapataneze's Painting</td>
<td>285 First Street, Albany, NY 12206</td>
<td>(518) 432-7573</td>
<td>Painting</td>
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</tbody>
</table>

**Note:** All firms listed are either certified by NYSDOT or Empire State Development.
ATTACHMENT 6

Section 26.45: Overall DBE Three-Year Goal Methodology

Name of Recipient: Albany County Airport Authority, John A. O'Donnell, P.E., Chief Executive Officer


DOT-assisted contract amount: FY-2018 - $3,533,400  
FY-2019 - $1,864,800  
FY-2020 - $995,400  
Total $6,393,600

Overall Three-Year Goal: 7.4%, to be accomplished through 0% RC and 7.4% RN

Total dollar amount to be expended on DBE's: $473,126

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

FY 2018 –  
Contract #1 - Runway 1-19 912-E Edge Lights  
Contract #2 - Passenger Boarding Bridge B-9

FY 2019 –  
Contract #1 – Passenger Boarding Bridges C-3 and B-7

FY 2020 –  
Contract #1 - RW 01 Approach Obstruction Removal  
Contract #2 – Passenger Boarding Bridge B-10

Market Area

The market area includes Albany, Columbia, Greene, Madison, Montgomery, Oneida, Rensselaer, Saratoga, Schenectady, and Schoharie.

Fiscal Year #1 - FY-2018, we anticipate the award of the following:

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<thead>
<tr>
<th>Contract Name</th>
<th>Trade Description</th>
<th>NAICS Description</th>
<th>NAICS</th>
<th>Trade ($)</th>
<th>Census</th>
<th>Directory</th>
<th>DBE (%) (= G/F)</th>
<th>DBE ($) (= E x H)</th>
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<td>Runway 1-19 912-E Edge Lights</td>
<td>Engineering</td>
<td>Engineering</td>
<td>541330</td>
<td>198,000</td>
<td>242</td>
<td>17</td>
<td>7.0</td>
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<td>Surveying</td>
<td>Surveying</td>
<td>541370</td>
<td>27,000</td>
<td>44</td>
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<td>4,293</td>
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<td>Paving</td>
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Total Contract #1 $3,492,000 $115,668
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<th>NAICS</th>
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<th>Census</th>
<th>Directory</th>
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<th>DBE ($) (= E x H)</th>
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<tr>
<td>Passenger Boarding Bridge B-9</td>
<td>Engineering</td>
<td>Engineering</td>
<td>541330</td>
<td>41,400</td>
<td>242</td>
<td>17</td>
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<td><strong>Total Contract #2</strong></td>
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<td><strong>$41,400</strong></td>
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<td><strong>2,898</strong></td>
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<td><strong>Total FY-2018</strong></td>
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<td><strong>$3,533,400</strong></td>
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<td><strong>$118,668</strong></td>
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**Fiscal Year #1 - FY-2019, we anticipate the award of the following:**

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<th>NAICS</th>
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<th>Census</th>
<th>Directory</th>
<th>DBE (%) (= G/F)</th>
<th>DBE ($) (= E x H)</th>
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<tr>
<td>Passenger Boarding Bridges C-3 and B-7</td>
<td>Engineering</td>
<td>Engineering</td>
<td>541330</td>
<td>82,800</td>
<td>242</td>
<td>17</td>
<td>7.0</td>
<td>5,796</td>
</tr>
<tr>
<td>Site Preparation</td>
<td>Site Preparation</td>
<td>238910</td>
<td>1,440,000</td>
<td>234</td>
<td>12</td>
<td>5.1</td>
<td>73,440</td>
<td></td>
</tr>
<tr>
<td>Electrical</td>
<td>Electrical</td>
<td>238210</td>
<td>342,000</td>
<td>306</td>
<td>8</td>
<td>2.6</td>
<td>8,892</td>
<td></td>
</tr>
<tr>
<td><strong>Total FY-2019</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$1,864,800</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$88,128</strong></td>
</tr>
</tbody>
</table>

**Fiscal Year #1 - FY-2020, we anticipate the award of the following:**

<table>
<thead>
<tr>
<th>Contract Name</th>
<th>Trade Description</th>
<th>NAICS Description</th>
<th>NAICS</th>
<th>Trade ($)</th>
<th>Census</th>
<th>Directory</th>
<th>DBE (%) (= G/F)</th>
<th>DBE ($) (= E x H)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RW 01 Approach Obstruction Removal</td>
<td>Engineering</td>
<td>Engineering</td>
<td>541330</td>
<td>34,200</td>
<td>242</td>
<td>17</td>
<td>7.0</td>
<td>2,394</td>
</tr>
<tr>
<td><strong>Total Contract #1</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$34,200</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,394</strong></td>
</tr>
<tr>
<td><strong>Total Contract #2</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$961,200</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$43,038</strong></td>
</tr>
<tr>
<td><strong>Total FY-2020</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$995,400</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$45,432</strong></td>
</tr>
</tbody>
</table>

Divide the total number of DBE’s by the total number of All Firms = base figure for each contract.

2018 – 3.4
2019 – 4.7
2020 – 4.6

Base figure (weighted) = 4.2% of all firms ready, willing and able.

The data source or demonstrable evidence used to derive the numerator was:
The data source or demonstrable evidence used to derive the denominator was:

**Past History Participation**

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

<table>
<thead>
<tr>
<th>FY</th>
<th>Total Grant $ Amount</th>
<th>DBE Goals</th>
<th>Accomplishments</th>
<th>Type of work</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>RC</td>
<td>RN</td>
<td>Total</td>
</tr>
<tr>
<td>FY 13</td>
<td>$6,727,308</td>
<td>9.0</td>
<td>0</td>
<td>9.0</td>
</tr>
<tr>
<td>FY 14</td>
<td>$7,336,202</td>
<td>9.0</td>
<td>0</td>
<td>9.0</td>
</tr>
<tr>
<td>FY 15</td>
<td>$1,708,066</td>
<td>9.0</td>
<td>0</td>
<td>9.0</td>
</tr>
<tr>
<td>FY 16</td>
<td>$4,371,416</td>
<td>9.0</td>
<td>0</td>
<td>9.0</td>
</tr>
</tbody>
</table>

Our historical participation is reflected as a Median percentage, or 10.6% (8.85 + 12.34 / 2).

To arrive at an overall goal, we added our Step 1 base figure (4.2%) with our Step 2 adjustment figure (10.6%) and then averaged the total, arriving at a goal of 7.4%. We feel this adjusted goal figure will accurately reflect DBE participation that can be achieved for the type of work being awarded during this three-year period.

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

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

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

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

The Authority estimates that in meeting its overall goal 9.0%, it will obtain 9.0% from RN participation and 0% through RC measures.
The Authority will adjust the estimated breakout of RN and RC DBE participation as needed to reflect actual DBE participation (see Section 26.51(f)) and track and report RN and RC participation separately. For reporting purposes, RN DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract obtained through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal, DBE participation on a prime contract exceeding a contract goal and DBE participation through a subcontract from a prime contractor that did not consider a firm’s DBE status in making the award.

PUBLIC PARTICIPATION

Consultation: Section 26.45(g)(1).

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

In establishing the overall goal, the Authority provided for consultation and publication. This included consultation with minority, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the Authority’s efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the Authority goal setting process, and it occurred before we were required to submit our goal methodology to the operating administration for review. We will not implement our proposed goal until we have complied with this requirement.

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

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

Women’s Business Center of New York State
200 Genesee Street
Utica, NY 13502
(877) 844-9848
Telecommunication indicated no comment.
Albany Small Business Development Center
University at Albany
6 Executive Park Drive, Entrance B
Albany, NY 12203
(518) 380-5077
Telecommunication indicated no comment.

NY State Department of Transportation
Office of Civil Rights
50 Wolf Road, 6th Floor
Albany, NY 12232
(518) 457-1129
No discrimination complaints, holding DBE orientation programs statewide and focusing efforts on training.

Small Business Administration Regional Office
Albany Col Chamber of Commerce
1 Computer Drive South
Albany, NY 12205
(518) 446-1118
No comment to inquiry.

City of Albany M/WBE
City Hall
24 Eagle Street
Albany, NY 12207
(518) 434-5284
No discrimination complaints.

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

PUBLIC NOTICE

The Authority hereby announces its fiscal years 2018 through 2020 goal of 7.4% for Disadvantaged Business Enterprise (DBE) airport construction Contracts. The proposed goals and rationale are available for inspection between 8:30 a.m. and 4:30 p.m., Monday through Friday at the Albany County Airport Authority Albany International Airport, ARFF Building, Suite 200, Albany, New York 12211 for 30 days from the date of this publication.

Comments on the DBE goal will be accepted for thirty (30) days from the date of this publication and can be sent to John A. O'Donnell, P.E., Albany County Airport Authority, Albany International Airport, ARFF Building, Suite 200, Albany, New York 12211.
CONTRACT GOALS

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

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

We will express our contract goals as a percentage of the total amount of a DOT-assisted contract.
ATTACHMENT 7

Demonstration of Good Faith Efforts - Forms 1 & 2

Forms 1 and 2 should be provided as part of the solicitation documents.

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

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

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

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

Name of bidder/offeror's firm: ________________________________

State Registration No. ____________________________

By ________________________________  Title ________________

(Signature)
FORM 2: LETTER OF INTENT

Name of bidder/offeror’s firm: ____________________________

Address: ____________________________________________

City: ___________________________ State: _____ Zip: _____

Name of DBE firm: ____________________________

Address: ____________________________________________

City: ___________________________ State: _____ Zip: _____

Telephone: ___________________________

Description of work to be performed by DBE firm:

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

Affirmation

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

By ____________________________ Date:

____________________________________
(Signature)

____________________________________
(Title)

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

Submit this page for each DBE subcontractor.
ATTACHMENT 8

DBE Monitoring and Enforcement Mechanisms

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

1. Breach of contract action, pursuant to the terms of the contract
2. New York State Constitution
3. New York State General Municipal Law Article 5-A – Public Contracts
4. New York State Labor Law Article 8 – Public Work
5. New York State Finance Law Article IX – Contracts
6. New York State Transportation Law
7. New York State Executive Law
8. New York State Civil Practice Law and Rules, including injunctions and restraining orders.
9. New York State Freedom of Information Law
10. NYS Public Officers Law Articles 6 and 6-A

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 9
DBE Certification Application Form

NYSUCP NON-CERTIFYING PARTNER

As a result of the requirements set forth in 49 CFR Part 26, we, the undersigned, agree to participate in the NYSUCP in accordance with the tenets of this MOU and agree to abide by its contents. This MOU is being executed by the NYSUCP Partners as separate agreements and at separate times. Each separately executed agreement shall be considered an original of the MOU, as if each Partner had executed the same agreement.

EXECUTED AND DELIVERED by and between the NYSUCP Partners as of the effective date of this MOU.

[Signature]
for

[Signature]
Agency

[Signature] 6/20/04
Date

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ATTACHMENT 11
Small Business Element

A. Objective (49 CFR Part 26.39)

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

1. Set asides: Where feasible, the Authority will establish a race-neutral small business set-aside on prime contracts less than $250,000. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Authority and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The project manager and DBELO will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage.

2. On Prime contracts not having DBE contract goals, the Authority will require prime contractors to provide subcontracting opportunities that small businesses, including DBEs, can reasonably perform, rather than self-performing all of the work.

3. The Authority and Consulting Engineer will encourage prime contractors to utilize BID Express – Small Business Network administered by the New York State Department of Transportation Office of Civil Rights. BID Express is a Web-based service that provides for the electronic submission of bids by contractors. The Small Business Network (SBN) is within the Bid Express Basic Service and allows prime contractors to solicit subcontractors. SBN includes a function that allows prime contractors to search for small businesses, and even allows prime contractors to filter the results for only DBE firms if desired. The Small Business Network is helpful in bringing prime contractors and small businesses, as well as DBE firms together to meet the specific requirements of a project. The SBN service also aids prime contractors by documenting Good Faith Efforts to obtain DBE participation. Subcontractors can search for quote requests by the type of materials and/or services they provide, location or by prime contractor name. Users can also filter for contracts that only include a DBE Goal if desired. This information will be provided to prime contractors. Information regarding SBN can be found on: https://www.dot.ny.gov/main/business-center/civil-rights/bidexpress or by e-mail at OCR-SBN@dot.state.ny.us.
B. Definitions

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

2. Disadvantaged Business Enterprise:
   A for-profit small business (as defined by the Small Business Administration) —
   - That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals;
   - Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) does not exceed the described in 49 CFR Part 26. The current PNW cap is $1.32 million.
   - Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
   - Has been certified as a DBE by the New York State Department of Transportation Unified Certification Program (NYSUCP) in accordance with 49 CFR 26.

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

C. Certification and Verification Procedures

The Authority will accept the following certifications for participation in the small business element of the Authority’s DBE Program:

   a. NYS DOT DBE Certification
   b. NYS DOT Small Business Enterprise (SBE) Certification
   c. SBA 8(a) Business Development Certification (as described in 13 CFR Parts 121 and 124)
D. Assurances

The Authority makes the following assurances:

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