



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

FY 2025-2027



POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Salina Airport Authority, owner of the Salina Regional Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Salina Airport Authority (SAA) has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, SAA has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as “Part 26”).

It is the policy of the SAA to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT–assisted contracts. It is also SAA policy to engage in the following actions on a continuing basis:

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

Michelle R. Swanson, C.M., Director of Administration and Finance, has been delegated as the DBE Liaison Officer. In that capacity, the Director of Administration and Finance 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 SAA in its financial assistance agreements with the Department of Transportation.

SAA has disseminated this policy statement to the Salina Airport Authority Board of Directors and all of the components of our organization. In addition, this statement is posted on the SAA website at www.salinaairport.com. This statement has been distributed to DBE and non-DBE business communities that may perform work on SAA DOT-assisted contracts. The distribution was accomplished by email dissemination.

Pieter Miller, C.M., Executive Director

5/6/2025
Date

GENERAL REQUIREMENTS

Section 26.1 Objectives

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

Section 26.3 Applicability

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

Section 26.5 Definitions

SAA will use terms in this program that have their meanings defined in Part 26, §26.5.

Section 26.7 Non-discrimination Requirements

SAA 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, SAA 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

SAA will submit annually DO Form 4630, as modified for use by FAA recipients.

Bidders List

SAA will create and maintain a bidder's 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 SAA DOT-assisted contracts, for use in helping to set overall goals. The list will include each firm's name, address, and DBE status and will collect the information as outlined in Bidder's List Attachment No. 8.

This information will be collected in the following ways:

1. Bidders will be required to list the names and addresses of the DBE firms intended to be used on the project
2. Description of work each DBE will perform.
3. The dollar amount to be awarded to each DBE firm.
4. Written documentation from the DBE firm of their intent to participate in the project.
5. Confirmation of the bidder of their commitment to use the DBE firm
6. If the contract goal is not met, evidence of good faith efforts.

Section 26.13 Federal Financial Assistance Agreement

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

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

The SAA 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 SAA 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 SAA 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 SAA 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 26.13b: SAA will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

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

- 1) Withholding monthly progress payments;

- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

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

Section 26.23 Policy Statement

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

Section 26.25 DBE Liaison Officer (DBELO)

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

Michelle R. Swanson, C.M.
Director of Administration and Finance
Salina Airport Authority
M.J. Kennedy Air Terminal Bldg.
3237 Arnold Ave.
Salina, KS 67401
785-833-9327
shellis@salair.org.

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the SAA complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the SAA Executive Director concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment 2 to this program.

The DBELO is responsible for developing, implementing and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of legal counsel and consultants 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. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
4. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
5. Analyzes SAA's progress toward attainment and identifies ways to improve progress.
6. Participates in pre-bid meetings.
7. Determine contractor compliance with good faith efforts.
8. Plans and participates in DBE training seminars.
9. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.29 Prompt Payment Mechanisms

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

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

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished documented as required by the Owner. When the Owner 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. From the total of the amount determined to be payable on a partial payment, 10 percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option and) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance (90 percent) of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

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

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the Engineer to be a part of the final quantity for the item of work in question. No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

Section 26.31 Directory

The SAA uses the State of Kansas DBE directory, maintained by the State. The directory lists the firm's name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.

We will make the Directory available as follows by directing interested parties to the Kansas Department of Transportation's website. The Directory may be found at <https://kdotapp.ksdot.gov/dbcontractorlist/>, this information is also shown on Attachment 3.

Section 26.33 Over-concentration

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

Section 26.35 Business Development Programs

The SAA has not established a Business Development Program.

Section 26.37 Monitoring Responsibilities

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

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

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 7 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.

Monitoring Payments to DBEs and Non-DBEs

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

1. The SAA 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. With each pay request the prime contractor will be required to submit a list of all payments made to subcontractors, both DBE and non-DBE. A sample form is shown as Attachment 10, contractors will submit this form with each payment request or submit the information using their own format.
2. Following each payment made to prime contractor, sub-contractors will be notified of such payment by email.
3. The SAA requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the SAA's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of the SAA or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.
4. The SAA proactively reviews contract payments to subcontractors including DBEs once a quarter. Payment reviews will evaluate whether the actual amount paid to DBE subcontractors is equivalent to the amounts reported to the SAA by the prime contractor.

Prompt Payment Dispute Resolution.

The SAA will take the following steps to resolve disputes as to whether work has been satisfactorily completed for purposes of §26.29:

1. If the SAA is notified of a dispute involving work being satisfactorily completed, a meeting will take place where the prime contractor, subcontractor, project manager and airport director are present.
2. The SAA has established, as part of its DBE program, the following mechanism(s) to ensure prompt payment and return of retainage. Examples of mechanisms include the following:
 - a. The Owner may withhold payment in whole or in part on an approved request for payment to the extent necessary to protect the Owner from loss on account of any of the following causes discovered by the Engineer subsequent to approval of a request for payment.
 - b. Evidence indicating the probable filing of claims by other parties against the Contractor.
 - c. Failure of the Contractor to make payments to Sub-Contractors, material suppliers or labor.

Prompt Payment Complaints

1. Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure:
 - a. If affected subcontractor is not comfortable contacting prime directly regarding payment or unable to resolve payment discrepancies with prime, the subcontractor should contact DBELO to initiate the complaint.
 - b. If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by [Recipient] to resolve prompt payment disputes, affected subcontractor may contact the responsible [operating administration] contact.
 - c. Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

Enforcement Actions for Noncompliance of Participants

The SAA will provide appropriate means to enforce the requirements of §26.29. These means include:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying the contractor from future bidding as non-responsible.

The SAA will actively implement the enforcement actions detailed above.

Monitoring Contracts and Work Sites

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

Section 26.39 Fostering small business participation

The SAA will 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 SAA’s small business element is incorporated as Attachment 4 to this DBE Program. The program elements will be actively implemented to foster small business participation; doing so is a requirement of a good faith implementation of our DBE program.

SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

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

Section 26.45 Overall Goals

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

| Airport Type | Region | Date Due (Goal Period) | Next Goal Due (Goal Period) |
|-----------------|-------------|-----------------------------------|------------------------------------|
| Non-Hub Primary | All Regions | August 1 2024 (2025/2026/2027) | August 1, 2027 (2028/2029/2030) |

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If SAA does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and SAA 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”. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on projects.

The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination.

In establishing the overall goal, the SAA will provide consultation and publication. This includes consultation with minorities, women’s and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by the SAA 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). The goal submission will document the consultation process in which the SAA engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, the SAA will publish a notice announcing the proposed overall goal before submission to the [operating administration]. The notice will be posted on Salina Regional Airport’s official internet web site and may be posted in other sources (e.g., minority-focused media, trade association publications). If the proposed goal changes following review by [operating administration], the revised goal will be posted on the official internet web site.

We will begin using our overall goal on October 1 of the reporting period, unless we have received other instructions from DOT. If we establish a goal on a project basis, we will begin using our goal by the time of the first solicitation for a DOT-assisted contract for the project.

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

Section 26.47 Failure to meet overall goals

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

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

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

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
- (3) SAA will submit, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraphs (1) and (2) above to the FAA for approval.

OR

- (3) SAA will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

Section 26.51 Means Recipients Use to Meet Overall Goals

Breakout of Estimated Race-Neutral & Race-Conscious Participation

SAA 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.
- (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 recipient 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 the 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 4 to this program.

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

Contract Goals

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

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

Contract goals will be expressed as a percentage of [*the total amount of a DOT-assisted contract OR the Federal share of a DOT-assisted contract*].

Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals

Demonstration of good faith efforts (pre-award)

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

Michelle Swanson, the Director of Administration and Finance is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as Responsive.

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

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

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
 - (i) The names and addresses of DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
 - (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
 - i. Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures;

Administrative reconsideration

Within 7 days of being informed by SAA that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration.

Bidder/offerors should make this request in writing to the following reconsideration official: Pieter Miller, C.M., Executive Director, Salina Airport Authority, 3237 Arnold Ave., Salina, KS 785-827-3914; pmiller@salair.org. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

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

Good Faith Efforts procedural requirements (post-solicitation)

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

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

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

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. SAA determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides SAA 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 SAA has determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award.

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

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

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

Each prime contract will include a provision stating:

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

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

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

The provisions of the foregoing section apply only when a contract goal is established.

Section 26.55 Counting DBE Participation

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

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

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

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The SAA does not certify DBE firms. The SAA will accept firms who have been certified by the State of Kansas.

SUBPART E – CERTIFICATION PROCEDURES

Section 26.81 Unified Certification Programs

The SAA is not a member of a Unified Certification Program (UCP).

SUBPART F – COMPLIANCE AND ENFORCEMENT

Section 26.101 Compliance Procedures Applicable to SAA

SAA understands that if it fails to comply with any requirement of this part, SAA may be subject to formal enforcement action under §26.103 or §26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions

may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

Section 26.109 Information, Confidentiality, Cooperation and intimidation or retaliation

Information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law, will be safeguarded from disclosure to third parties. In accordance with the Kansas Open Records Act (K.S.A. 45-215 et seq.), public records are subject to disclosure unless specifically exempted. Business information submitted by DBE firms that qualifies as confidential commercial or financial information under K.S.A. 45-221(a)(31) will be protected from disclosure to the maximum extent permitted by law.

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

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

The SAA, contractors, or any other participants in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. The SAA understands that it is in noncompliance with Part 26 if it violates this prohibition.

ATTACHMENTS

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

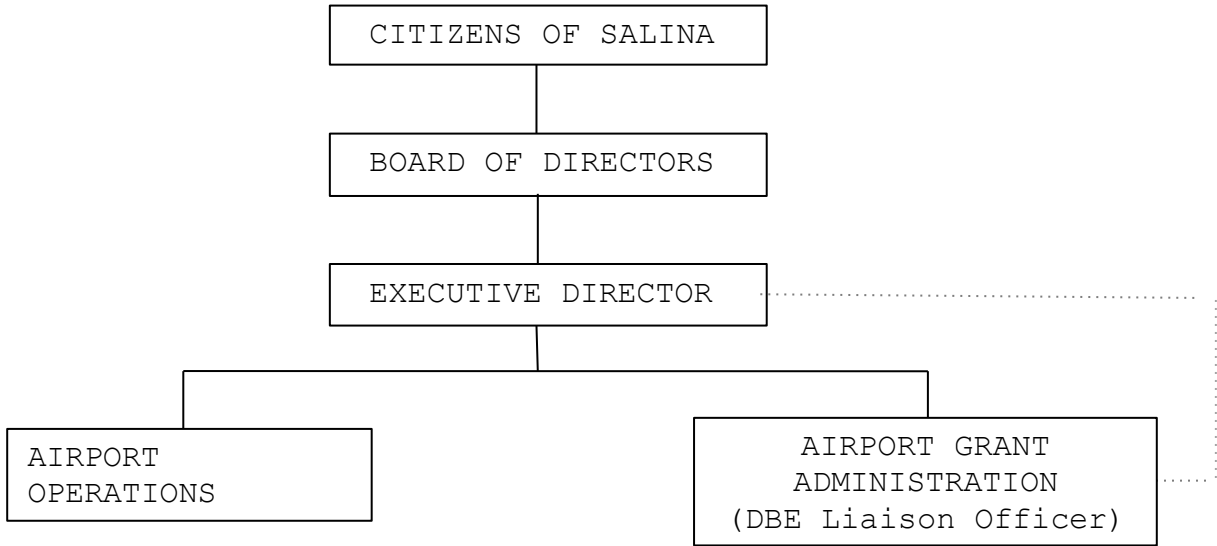
ATTACHMENT 1

Regulations: 49 CFR Part 26

Regulation can be found at: <http://www.ecfr.gov>

ATTACHMENT 2

Organizational Chart



ATTACHMENT 3

DBE

A current DBE Directory can be found from the Kansas Department of Transportation at:

<https://kdotapp.ksdot.gov/dbcontractorlist/>

ATTACHMENT 4

Small Business Element

1. Objective 49 CFR Part 26.39

Recognizing that the DBE Program goals are met through a mixture of race conscious and race neutral methods and, that by definition, DBE firms are small businesses; the Airport Sponsor seeks to implement a small business element into its current DBE policy. The Airport Sponsor is including this element to facilitate competition by and expand opportunities for small businesses. The Sponsor 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. If necessary, the Sponsor will meet its objectives using a combination of the following methods and strategies:

- a. Set asides: Where feasible, the Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. 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 Sponsor 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. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set- aside is inappropriate.
- b. Unbundling: The Sponsor, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid separately. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.
- c. When feasible, the overall goal will be met through race-neutral measures to ensure that a reasonable number of prime contracts are of the size that small businesses, including DBE’s, can reasonably perform.

2. Definition

- a. A small business is defined as a business that is organized for profit, has a place of business in the U.S, is independently owned and operated and is not dominant in its field on a national basis.
- b. DBE firms will be considered for the Small Business element of this program.

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

3. Verification

- a. Attempts to verify eligibility of firms will be performed. Any discovery of fraud or abuse by a business will be reported to the Department of Transportation and the Small Business Administration.

4. Monitoring/Record Keeping

- a. At the time of award, contractors will identify businesses intended to be used that have been identified as a small business.

5. Implementation Timeline

- a. The Small Business Element will be implemented within 9 months of FAA's approval of this program.

6. Assurance – The SAA makes the following assurances:

- a. assurance that the program is authorized under state law;
- b. assurance that certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program;
- c. assurance that there are no geographic preferences or limitations imposed on any federally assisted procurement included in the program;
- d. assurance that there are no limits on the number of contracts awarded to firms participating in the program but that every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
- e. assurance that aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
- f. assurance that the program is open to small businesses regardless of their location (i.e., that there is no local or other geographic preference).

ATTACHMENT 5

Overall DBE Three-Year Goal Methodology

Salina Airport Authority For Federal Fiscal Years 2025–2027

I. Introduction

The Salina Airport Authority (SAA) has developed its Disadvantaged Business Enterprise (DBE) Program overall goal for Federal Fiscal Years (FFYs) 2025–2027 in accordance with 49 CFR Part 26.

SAA anticipates receiving Federal financial assistance from the Federal Aviation Administration (FAA) for projects during the triennial period. This document presents the methodology used to establish SAA’s overall DBE goal.

II. Amount of FAA-Assisted Contracts Anticipated

The following table lists the FAA-assisted projects anticipated during the reporting period, along with estimated federal share amounts:

| Fiscal Year | Project Description | Estimated Federal (FAA) Funding Amount |
|--------------------|---|---|
| FY2025 | Reconstruction of Terminal Building Parking Lot | \$2,443,060 |
| FY2026 | Rehabilitate Taxiways A & E | \$6,736,500 |
| FY2026 | Terminal Building Lobby and Frontage Improvements | \$2,385,000 |
| FY2027 | Rehabilitate Taxiways A–E | \$8,799,200 |

Total Estimated FAA Funding (FY2025–FY2027): \$20,363,760

III. Market Area

The market area from which SAA typically draws contractors and subcontractors includes the following counties in Kansas which are all contiguous or immediately adjacent to Saline County: **Saline, Dickinson, McPherson, Ottawa, Reno, Sedgwick, Riley, and Geary**

IV. Methodology

Step 1: Base Figure Determination

SAA determined the relative availability of DBEs by referencing the Kansas Department of Transportation (KDOT) DBE Directory and applicable U.S. Census Bureau data. Based on available DBEs in relevant NAICS codes for construction and professional services, the initial Step 1 base figure is calculated at **8.0%**.

Step 2: Adjustment for Past Participation

In accordance with 49 CFR Part 26.45(d), the Salina Airport Authority considered adjusting the base DBE goal to account for past participation. Historical DBE participation was reviewed for four FAA-assisted projects completed between 2018 and 2024. The contract values and achieved DBE participation rates were as follows:

- Project 1: \$7,423,000 — 3.3% DBE participation
- Project 2: \$5,535,443 — 9.1% DBE participation
- Project 3: \$7,985,013 — 5.27% DBE participation
- Project 4: \$1,214,609.85 — 9.1% DBE participation

After weighting the DBE participation percentages based on the total contract values, the Salina Airport Authority determined a weighted historical DBE participation rate of **5.77%**.

Based on this information, the Authority has adjusted its overall DBE goal downward from the Step 1 base figure of 8.0% to a final proposed overall DBE goal of **6.0%** for Federal Fiscal Years 2025–2027.

V. Race-Neutral and Race-Conscious Division

SAA will meet the maximum feasible portion of its overall DBE goal through **race-neutral means**. Race-neutral measures include active outreach, encouraging small business participation, simplifying contract language to remove unnecessary barriers, and ensuring that information about contracting opportunities is widely disseminated.

At this time, SAA estimates that it will meet **100% of its overall 6.0% DBE goal** through race-neutral means. Contract-specific DBE goals will only be established if it becomes evident that race-neutral measures alone are insufficient to achieve the overall DBE goal.

VI. Public Participation

In accordance with 49 CFR Part 26.45(g), the proposed overall DBE goal and the supporting rationale will be published for public review and comment. The proposed goal will be available for inspection at the offices of the Salina Airport Authority for a period of **30 days** following publication. Comments will be accepted for **30 days** thereafter.

SAA has initiated consultation with minorities, women's, and general contractor groups, community organizations, and other officials or organizations that could provide information relevant to the goal-setting process. This consultation is intended to gather input regarding the availability of DBEs, the effects of discrimination in the local marketplace, and efforts to establish a level playing field for the participation of DBEs.

ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

Bidder/offeror has met the DBE contract goal

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

Bidder/offeror has not met the DBE contract goal

The bidder/offeror is committed to a minimum of _____ % DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: _____

Bidder/Offeror Representative:

Name & Title

Signature

Date

FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror’s firm: _____

Name & title of firm’s AR: _____

Phone: _____ Email: _____

Name of DBE firm: _____

Name & title of DBE firm’s AR: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Work to be performed by DBE firm:

| <i>Description of Work</i> | <i>NAICS</i> | <i>Dollar Amount / %*</i> | <i>Dealer/Manufacturer**</i> |
|----------------------------|--------------|---------------------------|------------------------------|
| | | | |
| | | | |
| | | | |

**Percentage is to be used only in negotiated procurements, including design-build contracts*

***For material suppliers only, indicate whether the DBE is a manufacturer or a regular dealer as defined by §26.55.*

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is \$ _____. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

Signature of Bidder/Offeror’s Authorized Representative

Date: _____

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

pub _____ Date: _____

Signature of DBE's Authorized Representative

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

Submit this page for each DBE subcontractor.

ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

The SAA 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. Breach of contract action, pursuant to Kansas Codes;

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.

Monitoring Mechanisms

The SAA will use the following mechanisms for monitoring of DBE:

1. Attachment 7. A. DBE Performing Scope of Services Review
2. Attachment 7. B. Subcontract Review
3. Attachment 7. C. DBE Payment Review



DBE MONITORING CHECKLIST

Construction

Project Name: _____

AIP #: _____

Prime Contractor: _____

Sub Contractor: _____

Date of Review: _____

Reviewed by: _____

Does the DBE have employees on site to perform quality work? _____ Yes _____ No

Do the DBE employees only work for the DBE? _____ Yes _____ No

Is the DBE working without assistance from the prime contractor or another subcontractor? _____ Yes _____ No

Is the DBE only using equipment they own, rent or lease? _____ Yes _____ No

Is the DBE supervising its employees and their work? _____ Yes _____ No

Is the supervisor a full-time employee of the DBE? _____ Yes _____ No

Is the DBE performing work as described in their sub-contract? _____ Yes _____ No

Additional comments and/or observations:

Review of DBE will be conducted when DBE is on site performing work.



ATTACHMENT 7. B.

Subcontract Review

The SAA will review each subcontract prior to issuing a Notice to Proceed to the prime contractor. Should a subcontract be entered into following the start of the contract, the subcontract will be reviewed prior to work beginning.

A review checklist has been developed and will be completed for each subcontract. Each subcontract will be reviewed for:

- Required nondiscrimination and assurance language is included:
- Prompt Payment and retainage clauses
- Termination Provisions

Staff responsible for monitoring is Michelle R. Swanson, Director of Administration and Finance.



Project Name: _____

AIP #: _____

Prime Contractor: _____

Sub-Contractor: _____

Date of Review: _____

Reviewed by: _____

| Description of required language/clauses | Meets contract requirement(s) Yes/No |
|---|---|
| Required nondiscrimination and assurance language is included? | |
| All clauses, including prompt payment and timely release of retainage are included? | |
| Contains termination provisions? | |

If above requirements are not met, action taken:

A review of each subcontract will be performed prior to issuing a Notice to Proceed to the prime contractor.



ATTACHMENT 7. C.

Prompt Payment Monitoring

The SAA will use the following mechanisms for monitoring of prompt payments:

Prompt Payment:

1. Contract payment report will be submitted with each contractor/consultant request for payment. A sample is attached for use by contractor or the contractor may submit the information using their own form.
2. SAA will make payment within 30 days of each approved payment request. If SAA is unable to meet this deadline, notification will be sent to the contractor/consultant.
3. The day payment is sent to prime contractor/consultant, email notification will be sent to subs informing them of such payment.
4. Contractor/consultant will make payment to sub within 30 days of receiving payment.

The payment report will also serve as tracking DBE payments to commitments. Staff responsible for monitoring is Michelle R. Swanson, Director of Administration and Finance.

ATTACHMENT 8

Bidder's List Collection Form

The following form is to be completed at the time of bid submittal.

AIP Project: _____

Airport: _____

Location: _____

Note: § 26.11(c) requires Airport Sponsors to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. **The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not).** The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.

Prime Contractors and/or Subcontractors Bidding on the Project

| Firm Name | Firm Address/ Phone # | DBE or Non-DBE Status (verify via State's UCP Directory) | NAICS Code(s) of Scope(s) Bid | Race/Sex of Majority Owner | Age of Firm | Annual Gross Receipts |
|-----------|--------------------------|--|-------------------------------|---|---|---|
| | | | | <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other | <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million |
| | | | | <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other | <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million |
| | | | | <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other | <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million |
| | | | | <input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other | <input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years | <input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million |