

DBE Transportation Rules

This article is intended to provide instructional guidance and reinforces the current rules and regulations that apply whenever a Disadvantaged Business Enterprise (“DBE”) firm is utilized for transportation services on an INDOT federal-aid contract. Failure to comply with the following provisions may affect how DBE participation is counted and credited on a covered project.

1. Lease agreements with DBE trucking firms must show the dollar amount of anticipated work to be performed by the DBE. At the conclusion of the contract, the prime contractor shall complete and submit a DBE-3 affidavit package that shows the actual dollars paid to the DBE trucking and those firms used for supplementation.
2. BEFORE WORK BEGINS, the prime contractor must provide the INDOT project engineer/supervisor and District EEO Officer with copies of any lease agreements it has with a DBE trucking firm *and* any lease agreement(s) the DBE trucking firm has with any DBE or non-DBE trucking firm it intends to supplement its fleet with. Failure to provide a valid lease agreement will nullify the firm’s participation.
3. Whenever a DBE trucking firm supplements its own fleet with other trucks (DBE and/or non-DBE alike), DBE credit will be provided as follows:
 - The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it, owns, insures, and operates using drivers it employs;
 - The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides;
 - The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers – not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers; and
 - The DBE who leases trucks from a non-DBE truck leasing company and use its own employees receives credit for the total value of these hauling services.

For example: If a lead DBE trucking firm provides \$100,000 of transportation services with its own trucks, \$50,000 of transportation services with other DBE trucking firms, and \$200,000 of transportation services with non-DBE trucking firms – then the total amount of DBE credit that may be awarded for transportation services is \$300,000 (\$100,000 + \$50,000 + \$150,000).

4. Whenever a DBE firm supplements its fleet with another firm's trucks (DBE and non-DBE alike), the lease agreement(s) must contain an "exclusivity" clause – stating that the DBE has exclusive use of and control over the truck(s) during the term of the lease. Failure to have this language in the lease agreement will nullify the supplemental firm's participation.
5. Whenever a DBE supplements its fleet with another firm's trucks (DBE and non-DBE alike), the supplemental trucks must display the name and identification number of the DBE firm it is supplementing. Failure to display the signage on all supplemental trucks will nullify the crediting of the supplemental firm's participation.
6. When another firm (DBE and non-DBE alike) is hauling for a DBE via a supplemental lease agreement, the delivery ticket(s) shall contain the name of the trucking firm actually hauling the material(s) – not the name of the DBE it is hauling for. This will ensure accurate tracking and confirmation of each supplemental party.
7. DBE commitments that are reflected on the Affirmative Action Certification must be met unless the good faith effort process outlined in INDOT's Recurring Special Provision 103-C-244 is followed.
8. INDOT always reserves the right to withhold payment of progress estimates for non-compliance.

**RULES AND
REGULATIONS**