



CITY OF BOISE  
DEPARTMENT OF AVIATION  
**ACDBE Program**

**City of Boise, Department of Aviation**  
**ACDBE PROGRAM**

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**POLICY STATEMENT****Section 23.1, 23.23                      Objectives/Policy Statement**

The City of Boise, Department of Aviation, hereafter referred to as Boise Airport, or the Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 23. The City of Boise, Department of Aviation operates Boise Airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The City of Boise, Department of Aviation has signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of the Boise Airport to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving USDOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that our ACDBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at the airport;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at the airport; and
6. To provide appropriate flexibility to the airport in establishing and providing opportunities for ACDBEs.

The Property and Contract Administrator, Amy Snyder, or her successor, has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, Ms. Snyder is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the Airport in its financial assistance agreements with the Department of Transportation.

Boise Airport has disseminated this policy statement to the Mayor of Boise and the City Council and all of the relevant departments of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area, including the current concessionaires at the airport and the various Chambers of Commerce from the surrounding cities. This Plan will also be posted on our website.

  
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Rebecca L. Hupp  
Airport Director

April 27, 2018  
Date

## **SUBPART A – GENERAL REQUIREMENTS**

### **Section 23.1 Objectives**

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

### **Section 23.3 Definitions**

Boise Airport will use terms in this program that have the meaning defined in Section 23.3 and Part 26, Section 26.5 where applicable.

### **Section 23.5 Applicability**

Boise Airport is a primary airport and the sponsor of federal airport funds authorized for airport development after January 1988 that was authorized under Title 49 of the United States Code.

### **Section 23.9 Non-discrimination Requirements**

Boise Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23 on the basis of race, color, sex, or national origin.

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

Boise Airport acknowledges these representations are also in accordance with obligations contained in its Civil Rights, DBE and ACDBE Airport grant assurances.

Boise Airport will include the following assurances in all concession agreements and management contracts it executes with any firm after April 21, 2005:

- (1) This agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- (2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

## **Section 23.11 Compliance and Enforcement**

Boise Airport will comply with and is subject to the provisions of 49 CFR Part 26 (§§ 26.101, 26.105, 26.107 and 2 CFR parts 180 and 1200.

Boise Airport will comply with this part or be subject to formal enforcement action under §26.105 or appropriate program sanctions, 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 actions consistent with 49 U.S.C. §§ 47106(d), 47111(d), and 47122.

2 C.F.R. Part 180, Government-wide Debarment and Suspension (Non-procurement), effective November 15, 2006, adopted and supplemented by DOT at 2 C.F.R. Part 1200, effective June 2, 2008, provides Office of Management and Budget (OMB) guidance for Federal agencies on the government-wide debarment and suspension system for non-procurement transactions, programs and activities. 2 C.F.R. Part 1200 adopts the OMB guidance in subparts A through I of 2 CFR part 180, as supplemented by part 1200, as the Department of Transportation policies and procedures for non-procurement suspension and debarment.

Boise Airport's compliance with all requirements of this part is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The following enforcement actions apply to firms participating in Boise Airport's ACDBE program:

(a) For a firm that does not meet the eligibility criteria of subpart C of this part and that attempts to participate as an ACDBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department of Transportation (DOT) or the Federal Aviation Administration (FAA) may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

(b) For a firm that, in order to meet ACDBE goals or other AC/DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart C of this part, DOT or FAA may initiate suspension or debarment proceedings against the firm under 2 CFR Parts 180 and 1200.

(c) DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the ACDBE program whose conduct is subject to such action under 49 CFR Part 31.

(d) DOT may refer to the Department of Justice, for prosecution under 18 U.S.C. §§ 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of an ACDBE in Boise Airport's ACDBE program or otherwise violates applicable Federal statutes.

Compliance reviews: The FAA may review Boise Airport's compliance with this part at any time, including but not limited to, reviews of paperwork, on site reviews, and review of the airport sponsor's monitoring and enforcement mechanism, as appropriate. The FAA Office of Civil Rights may initiate a compliance review based on complaints received.

Any person who knows of a violation of this part by Boise Airport may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.

## **SUBPART B – ACDBE Programs**

### **Section 23.21 ACDBE Program Updates**

Boise Airport is a small hub primary airport and is required to have an ACDBE program.

As a condition of eligibility for FAA financial assistance, Boise Airport will submit its ACDBE program and overall goals to FAA according to 23.45(a) of this section.

Until Boise Airport's new ACDBE program is submitted and approved, we will continue to implement our ACDBE program that was in effect previously, except with respect to any provision that is contrary to 49 CFR Part 23.

When Boise Airport makes significant changes to its ACDBE program, we will provide the amended program to the FAA for approval prior to implementing the changes.

### **Section 23.23 Administrative Provisions**

**Policy Statement:** Boise Airport is committed to operating its ACDBE program in a nondiscriminatory manner. Boise Airport's Policy Statement is elaborated on the first page of this program.

**ACDBE Liaison Officer (ACDBELO):** We have designated the following individual as our ACDBELO:

Amy Snyder  
Property and Contract Administrator  
City of Boise, Department of Aviation  
Telephone: (208) 383-3110  
E-Mail: [asnyder@cityofboise.org](mailto:asnyder@cityofboise.org)

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that Boise Airport complies with all provision of 49 CFR Part 23. The ACDBELO has direct, independent access to the Airport Director concerning ACDBE program matters. An organization chart displaying the ACDBELO's position in the organization is found in Attachment 1 to this program.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with other appropriate officials. The ACDBELO receives assistance from the Boise City Attorney's office and also contracts with a consulting firm to further 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 FAA or USDOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals every three years.
4. Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.
5. Identifies contracts and/or procurements so that ACDBE goals are included in solicitations (both race-neutral methods and contract specific goals).
6. Analyzes Boise Airport's progress toward goal attainment and identifies ways to improve progress.
7. Participates in pre-proposal meetings.
8. Advises the Airport Director on ACDBE matters and achievement.
9. Provides ACDBEs with information and technical assistance.
10. Plans and participates in ACDBE training seminars.
11. Acts as liaison to the Idaho Unified Certification Program ("UCP").
12. Provides outreach to ACDBEs and community organizations to advise them of opportunities.

Directory: The Idaho Transportation Department UCP maintains a DBE/ACDBE Directory (Attachment 5) identifying all firms eligible to participate as DBEs/ACDBEs. 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 an ACDBE. (26.31)

The UCP will ensure that 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. The UCP will make any changes to the current directory entries necessary to meet the requirements of this paragraph.

The Directory is updated online in real time and is available on the Idaho Transportation Department website at <https://itd.dbesystem.com>. (26.31)

### **Section 23.25 Ensuring Nondiscriminatory Participation of ACDBEs**

Boise Airport will take the following measures to ensure nondiscriminatory participation of ACDBEs in concessions, and other covered activities (23.25(a)).

- All concession agreements will contain the required non-discrimination clause from 49 CFR part 23.
- All concession solicitations will contain required Title VI language pertaining to non-discrimination in contracting activities and concession performance.
- All discrimination complaints will be aggressively investigated by compliance staff.

Boise Airport will seek ACDBE participation in all types of concession activities, rather than concentrating participation in one category or a few categories to the exclusion of others. (23.25(c))

Boise Airport's overall goal methodology and a description of the race-neutral measures it will take to meet the goals are described in Section 23.25 and in its overall goal methodology available at <https://www.iflyboise.com/commercial-opportunities/dbe/> under "Boise Airport ACDBE Documents". The goals are set consistent with the requirements of Subpart D. (23.25(b), (d))

If Boise Airport projects that race-neutral measures alone, are not sufficient to meet an overall goal, it will use race-conscious measures as described in Section 23.25(e) (1-2). (23.25(e))

Boise Airport will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with ACDBEs. (23.25(f))

Boise Airport will not use set-asides or quotas as a means of obtaining ACDBE participation. (23.25(g))

### **Section 23.27 Reporting**

Boise Airport will retain sufficient basic information about our ACDBE program implementation, ACDBE certification and the award and performance of agreements and contracts to enable the FAA to determine our compliance with Part 23. This data will be retained for a minimum of 3 years following the end of the concession agreement or other covered contract.

Boise Airport will submit to the FAA Regional Civil Rights Office, an annual ACDBE participation report on the form in Appendix A of Part 23. We will submit the report to the FAA Regional Civil Right Office electronically via the DBE Civil Rights Connect Reporting System.

### **Section 23.29 Compliance and Enforcement Procedures**

Boise Airport will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23.

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 USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.

2. We will consider similar action under our own legal authorities, including responsibility determinations in future contracts. (26.37)
3. We will also implement a monitoring and enforcement mechanism to ensure that work committed to ACDBEs at contract award is actually performed by the ACDBEs (Attachment 2). This mechanism will provide for a running tally of actual ACDBE attainments (e.g., gross receipts actually earned by ACDBE firms), including a means of comparing these attainments to commitments. This will be accomplished by documented ongoing, scheduled and unscheduled on-site visits to the operations and meetings with concessions staff.
4. We will keep a written certification on file showing that we have reviewed records of all contracts, leases, joint venture agreements, or other concession-related agreements and monitored the work on-site at the Airport for the purpose of determining compliance with all requirements of 49 CFR part 23.
5. In our reports of ACDBE participation to FAA, we will show both goal commitments and attainments, as required by the USDOT reporting form.

### **SUBPART C – CERTIFICATION AND ELIGIBILITY**

#### **Section 23.31 ACDBE Certification**

Boise Airport is not a certifying agency. Boise Airport accepts the certification of the Idaho Unified Certification Program, administered by the Idaho Transportation Department (“ITD”) under the Idaho UCP Agreement (Attachment 9). ITD uses the certification standards of Subpart D of Part 26 except as provided in 23.31, for certification of ACDBEs to participate in our concessions program and such standards are incorporated herein.

For information about the certification process or to apply for certification, firms are directed to:

Idaho Transportation Department  
Civil Rights Office, DBE Certification  
PO Box 7129  
Boise, ID 83707  
Phone - (208) 334-8884

Website: <http://apps.itd.idaho.gov/apps/ocr/ocrDBECERT.aspx>

ITD utilizes the Uniform Certification Application for DBE/ACDBE certification applications. The link to ITD certification application forms and documentation requirements are found in Attachment 4 to this program.

The UCP meets all requirements of this section and makes all certification decisions in accordance with CFR 49 parts 23 and 26.

The UCP's DBE/ACDBE Directory specifies whether a firm is certified as a DBE for purposes of part 26, and ACDBE for purposes of part 23, or both.

The UCP treats a firm as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous three fiscal years do not exceed \$56.42 million for non-car rental ACDBEs and \$75.23 million for car rental ACDBEs. The size standard for banks and other financial institutions is \$1 billion in assets, for pay telephone company's is 1500 employees and for ACDBE automobile dealers is 350 employees.

**Section 23.35** The personal net worth standard used in determining eligibility for purposes of Part 23 is \$1.32 million.

IDT recognizes that *Personal net worth* means the net value of the assets of an individual remaining after total liabilities are deducted. An individual's personal net worth (PNW) does not include the following:

- (1) The individual's ownership interest in an ACDBE firm or a firm that is applying for ACDBE certification;
- (2) The individual's equity in his or her primary place of residence; and
- (3) Other assets that the individual can document are necessary to obtain financing or a franchise agreement for the initiation or expansion of his or her ACDBE firm (or have in fact been encumbered to support existing financing for the individual's ACDBE business) to a maximum of \$3 million.

The effectiveness of this paragraph (3) of this definition is suspended with respect to any application for ACDBE certification made or any financing or franchise agreement obtained after June 20, 2012. (23.3)

An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Any person who has a personal net worth exceeding this amount is not a socially and economically disadvantaged individual, even if a member of a group otherwise presumed to be disadvantaged. (See 23.3 - *Personal Net Worth* definition and 23.35)

IDT will presume that a firm that is certified as a DBE under part 26 is eligible to participate as an ACDBE. However, before certifying such a firm, IDT will ensure that the disadvantaged owners of a DBE certified under part 26 are able to control the firm with respect to its activity in our concessions program. IDT is not obligated to certify a part 26 DBE as an ACDBE if the firm does not perform work relevant to our concessions program. (23.37).

IDT recognizes that the provisions of part 26, sections 26.83(c) (2-6) do not apply to certifications for purposes of part 23. IDT will follow the provisions of 23.39 (a) through (i). IDT will obtain resumes or work histories of the principal owners of the firm and personally interview these individuals. IDT will analyze the ownership of stock of the firm if it is a corporation. IDT will analyze the bonding and financial capacity of the firm. IDT will determine the work history of the firm, including any concession contracts or other contracts it may have received. IDT will compile a list of the licenses of the firm and its key personnel to perform the concession contracts or other contracts it wishes to receive. IDT will obtain a

statement from the firm of the types of concessions it prefers to operate or the type of other contracts it prefers to perform. IDT will ensure that the ACDBE firm meets the applicable size standard. (23.39(a)(b)).

We acknowledge that a prime contractor includes a firm holding a prime contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient. IDT recognizes that the eligibility of Alaska Native Corporations (ANC) owned firms for purposes of part 23 is governed by part 26 section 26.73(h). (23.39(c)(d)).

IDT will use the certification standards of part 23 to determine the ACDBE eligibility of firms that provide goods and services to concessionaires. (23.39(i)).

In instances when the eligibility of a concessionaire is removed after the concessionaire has entered into a concession agreement because the firm exceeded the size standard, or the owner has exceeded the PNW standard, and the firm in all other respects remains an eligible DBE, we may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. We will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification. (23.39(e))

IDT uses the Uniform Application Form found in Appendix F to Part 26 with additional instruction as stated in 23.39(g).

## **SUBPART D – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 23.41 Basic Overall Goal Requirement**

Boise Airport will establish two separate overall ACDBE goals; one for car rentals and another for concessions other than car rentals. The overall goals will cover a three-year period and will be reviewed annually to make sure the goal continues to fit circumstances. Any significant overall goal adjustments will be reported to the FAA.

If the average annual concession revenues for car rentals over the preceding 3 years do not exceed \$200,000, we need not submit an overall goal for car rentals. Likewise, if the average annual concession revenues for concessions other than car rentals over the preceding 3 years do not exceed \$200,000, we need not submit an overall goal for concessions other than car rentals. We understand that "revenue" means total revenue generated by concessions, not the fees received by the airport from concessionaires.

Our overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals.

### **Section 23.43 Consultation in Goal Setting**

Boise Airport will consult with stakeholders before setting goals for individual contracts which will ultimately result in overall goals. Stakeholders will include, but not be limited to,

minority and women’s business groups, community organizations, trade associations representing concessionaires currently located at the airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the sponsors efforts to increase participation of ACDBEs.

When submitting our overall goals, we will identify the stakeholders that we consulted with and provide a summary of the information obtained from the stakeholders.

### **Section 23.45 Overall Goals**

Boise Airport is a small hub primary airport. As a condition of eligibility for FAA financial assistance, we will submit overall goals according to the following schedule.

Primary Airport Size	Region	Date Due	Period Covered	Next Goal Due
Small Hubs	All regions	October 1, 2018	2019/2020/2021	October 1, 2021 (covering:2022/2023/2024) Every three years thereafter

If a new concession opportunity arises at a time that falls between the normal submission dates above and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, we will submit an appropriate adjustment to our overall goal to FAA for approval at least six months before executing the new concession agreement. (23.45(i))

Boise Airport will establish overall goals in accordance with the 2-Step process as specified in section 23.51. After determining the total gross receipts for the concession activity, the first step is to determine the relative availability of ACDBEs in the market area, “base figure”. The second step is to examine all relevant evidence reasonably available in the sponsor’s jurisdiction to determine if an adjustment to the Step 1 “base figure” is necessary so that the goal reflects as accurately as possible the ACDBE participation the sponsor would expect in the absence of discrimination. Evidence may include, but is not limited to past participation by ACDBEs, a disparity study, evidence from related fields that affect ACDBE opportunities to form, grow, and compete (such as statistical disparities) in ability to get required financing, bonding, insurance; or data on employment, self-employment, education, training and union apprenticeship).

A description of the methodology to calculate the overall goal for car rentals and for non-car rentals, the goal calculations, and the data we relied on can be found on the Boise Airport website at <https://www.iflyboise.com/commercial-opportunities/dbe/> under “Boise Airport ACDBE Documents”.

**Projection of Estimated Race-Neutral & Race-Conscious Participation (23.45(f), 23.25(d-e))**

The breakout of estimated race-neutral and race-conscious participation can be found with the goal methodology. This section of the program will be reviewed annually when the goal calculation is reviewed under 23.41(c).

**Concession Specific Goals (23.25(e)(iv)(c))**

Boise Airport will use concession specific goals to meet any portion of the overall goals it does not project being able to meet using race-neutral means. Concession specific goals are established so that, over the period to which the overall goals apply, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. We will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with DBEs (23.25 (f)). Car rental firms are not required to change their corporate structure to provide for direct ownership arrangements. In the case of a car rental goal, where it appears that all or most of the goal is likely to be met through the purchases by car rental companies of vehicles or other goods or services from ACDBEs, one permissible alternative is to structure the goal entirely in terms of purchases of goods and services.

We need not establish a concession specific goal on every such concession, and the size of concession specific goals will be adapted to the circumstances of each such concession (e.g., type and location of concession, availability of ACDBEs.)

If the objective of a concession specific goal is to obtain ACDBE participation through direct ownership with an ACDBE, Boise Airport will calculate the goal as a percentage of the total estimated annual gross receipts from the concession. (23.25(e)(1)(i))

If the concession specific goal applies to purchases and/or leases of goods and services, Boise Airport will calculate the goal by dividing the estimated dollar value of such purchases and/or leases from ACDBEs by the total estimated dollar value of all purchases to be made by the concessionaire. (23.25(e)(1)(ii))

**Good Faith Efforts Procedures on Concession Specific Goals (23.25(e)(1)(iii), (iv))**

To be eligible to be awarded a concession that has a concession specific goal; competitors must make good faith efforts to meet the goal. A competitor may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so. (23.25(e)(1)(iv)). Examples of good faith efforts are found in Appendix A to 49 CFR Part 26. The procedures applicable to 49 CFR Part 26.51-3,

regarding contract goals apply to Boise Airport's concession specific goals. Specifically, section 26.53(a) and (c).

## **Section 26.53 Good Faith Efforts Procedures**

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

When there is a concession specific goal, 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.

Amy Snyder, ACDBELO, 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.

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))

Boise Airport treats concessionaire's compliance with good faith efforts requirements as a matter of responsiveness.

In our solicitations for concession contracts for which a contract goal has been established, we will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section;
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:
  - (i) The names and addresses of ACDBE firms that will participate in the contract;
  - (ii) A description of the work that each ACDBE will perform. To count toward meeting a goal, each ACDBE 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 ACDBE firm participating;
  - (iv) Written documentation of the bidder/offeror's commitment to use an ACDBE sub-concession whose participation it submits to meet a contract goal; and
  - (v) Written confirmation from each listed ACDBE firm that it is participating in the contract in the kind and amount of work provided in the prime concessionaire's commitment.
  - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of 49 CFR part 26). The documentation of good faith efforts must include copies of each ACDBE and non-ACDBE sub-concession quote submitted to the bidder when a non-ACDBE sub-concession was selected over an ACDBE for work on the contract; and

- (3) We will require that the bidder/offeror present the information required by paragraph (b)(2) of this section under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

#### Administrative reconsideration (26.53(d))

Within seven (7) days of being informed by Boise Airport that it is not responsive because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire should make this request in writing to the following reconsideration official:

Mike O'Dell  
3201 Airport Way  
Boise, ID 83705  
(208) 383-3110  
modell@cityofboise.org

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

As part of this reconsideration, the proposer 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 proposer 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 proposer a written decision on reconsideration, explaining the basis for finding that the proposer 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 when an ACDBE is replaced on a concession (26.53(f))

Boise Airport will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the ACDBE Liaison Officer immediately of the ACDBE's inability or unwillingness to perform and provide reasonable documentation.

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

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

- (1) The listed ACDBE sub-concession fails or refuses to execute a written contract;

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

Before transmitting to us its request to terminate and/or substitute an ACDBE sub-concession, the prime concession must give notice in writing to the ACDBE sub-concession, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

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

Boise Airport will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its work on a concession with another certified ACDBE. These good faith efforts shall be directed at finding another ACDBE to perform at least the same amount of work under the concession contract as the ACDBE that was terminated, to the extent needed to meet the concession contract goal that we established for the procurement. The good faith efforts shall be documented by the concessionaire. If we request documentation from the concessionaire under this provision, the concessionaire shall submit the documentation to us within 5 days, which may be extended for an additional 5 days if necessary at the request of the concessionaire, and the recipient shall provide a written determination to the concessionaire stating whether or not good faith efforts have been demonstrated.

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

If the concessionaire fails or refuses to comply in the time specified, our contracting office will notify the concessionaire that it is in default. If the concessionaire still fails to comply, the contracting officer may issue a termination for default proceeding.

#### Sample Proposal/Bid Specification:

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of Boise Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of \_\_\_\_ percent of (*annual gross receipts; value of leases and/or purchases of goods and services*) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the concession specific goal for ACDBE participation in the performance of this concession.

The concession firm will be required to submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession, (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment, and (6) If the contract goal is not met, evidence of good faith efforts. Forms to be used in the bid/proposal specifications are found in Attachment 8.

#### **Section 23.53            Counting ACDBE Participation for Car Rental Goals**

We will count ACDBE participation toward overall goals for car rental concessions as provided in 49 CFR 23.53.

#### **Section 23.55 Counting ACDBE Participation for Concessions Other than Car Rentals**

We will count ACDBE participation toward goals for concessions other than car rental as provided in 49 CFR 23.55.

#### **Section 23.57 (b) Goal shortfall accountability.**

If the awards and commitments on our Uniform Report of ACDBE Participation (found in Appendix A to 49 CFR part 23) at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will:

- (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 to enable us to fully meet our goal for the new fiscal year;
- (3) As an airport that does not meet the definition of a Core 30 Airport and is not an airport designated by the FAA meeting the criteria of paragraph (b)(3)(i) of this section, we will retain analysis and corrective actions in our records for three years and make it available to the FAA, on request, for their review.
- (4) We understand the FAA may impose conditions as part of its approval of our analysis and corrective actions including, but not limited to, modifications to our overall goal methodology, changes in our race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.
- (5) We understand we may be regarded as being in noncompliance with this part, and therefore subject to the remedies in § 23.11 of this part and other applicable regulations, for failing to implement our ACDBE program in good faith if any of the following things occur:
  - (i) We do not submit our analysis and corrective actions to FAA in a timely manner as required under paragraph (3) of this section;
  - (ii) FAA disapproves our analysis or corrective actions; or
  - (iii) We do not fully implement:
    - (A) The corrective actions to which we have committed, or
    - (B) Conditions that FAA has imposed following review of our analysis and corrective actions.
    - (C) If information coming to the attention of FAA demonstrates that current trends make it unlikely that we, as an airport, will achieve ACDBE awards and commitments that would be necessary to allow us to meet our overall goal at the end of the fiscal year, FAA may require us to make further good faith efforts, such as modifying our race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

**Section 23.61 Quotas or Set-asides**

We not use quotas or set-asides as a means of obtaining ACDBE participation.

**SUBPART E – OTHER PROVISIONS****Section 23.71 Existing Agreements**

We will assess potential for ACDBE participation when an extension or option to renew an existing agreement is exercised, or when a material amendment is made. We will use any means authorized by part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

**Section 23.75 Long-Term Exclusive Agreements**

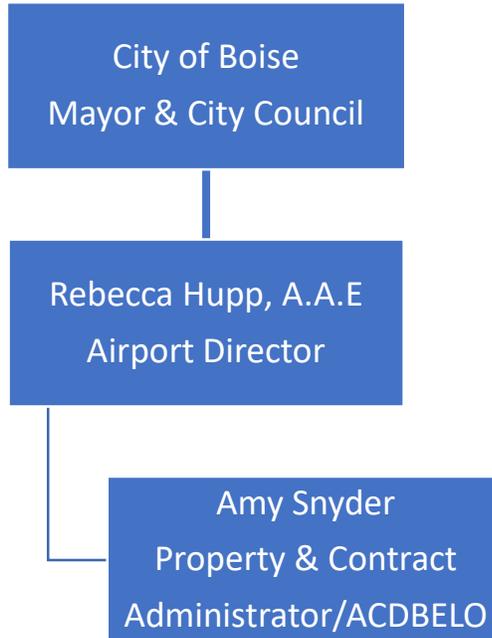
We will not enter into a long-term exclusive agreement for concessions without prior approval of the FAA Regional Civil Rights Office. We understand that a “long-term” agreement is one having a term of longer than 5 years. We understand that an “exclusive” agreement is one in which an entire category of a particular business opportunity is limited to a single business entity. If special, local circumstances exist that make it important to enter into a long-term and exclusive agreement, you must submit detailed information to the FAA Regional Civil Rights Office for review and approval.

**Section 23.79 Geographic Preferences**

We will not use a: “local geographic preference”, i.e., any requirement that gives an ACDBE located in one place (e.g. City of Boise) an advantage over ACDBEs from other places in obtaining business as, or with, a concession at the airport.

**Attachment 1**

**Organizational Chart**



## Attachment 2

### **Sample Monitoring and Enforcement Mechanisms**

The Airport has available several remedies to enforce the ACDBE requirements contained in its contracts, including, but not limited to Breach of contract action, pursuant to the terms of the contract.

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

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;
2. Enforcement action pursuant to 49 CFR part 31; and
3. Prosecution pursuant to 18 USC 1001.

Boise Airport will implement various mechanisms to monitor program participants to ensure they comply with Part 23, including, but not limited language which will be included in Concession Agreements as follows:

- 1) Concessionaire agrees that within sixty (60) days of the end of each year of the Term of this Agreement, it will provide a report to the Airport, in a form acceptable to the City, an annual statement setting forth all such ACDBE gross receipts for such year in accordance with the requirements of 49 CFR Part 23.
- 2) Concessionaire agrees that it will also submit within the same periods described in paragraph 1 above a report to the Airport, in a form acceptable to the City, describing the Concessionaire's total gross receipts for the year of the term as provided in paragraph 1 above and in the case of a rental car concession, also the total dollar value of vehicles and/or other goods and services purchased by the Concessionaire for each year of the Term of this Agreement. This report shall include any ACDBE or DBE participation for the year.
- 3) Concessionaire will have no right to terminate an ACDBE for convenience without the Airport's prior written consent. If an ACDBE is terminated by the Concessionaire with the Airport's consent or because of the ACDBE's default, then the Concessionaire must make a good faith effort, in accordance with the requirements of 49 CFR section 23.25(e)(1)(iii) and (iv), and 49 CFR section 26.53, to find another ACDBE to substitute for the original ACDBE to perform the same estimated gross receipts (or in the case of a rental car concession, to sell the same amount of vehicles and other goods and services) under the contract as the ACDBE that was terminated.
- 4) The Concessionaires breach of its obligations under (1), (2) or (3) above shall be a default by Concessionaire under Section \_\_\_ (the default provisions of this Agreement) and shall entitle the City to exercise all of its contractual and legal remedies, including termination of this Agreement.

**Attachment 3**

**PROPOSED DBE OVERALL CONCESSION GOALS**

**Car Rental and  
Non-Car Rental**

**Submitted to FAA under Separate Cover**

**<https://www.iflyboise.com/commercial-opportunities/dbe/>  
under "Boise Airport ACDBE Documents"**

**Attachment 4**

**Certification Application Forms**

ACDBE Certification Application and other relevant forms may be found at:

<https://itd.dbesystem.com>

**Attachment 5**

The Idaho UCP DBE/ACDBE Directory may be found at:

**<https://itd.dbesystem.com>**

**Attachment 6**

**Regulations: 49 CFR Part 23**

A copy of 49 CFR part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions may be found at:

**[https://www.ecfr.gov/cgi-bin/text  
idx?SID=0e36927930ef1b43bbf6213e4a6a10a9&mc=true&node=pt49.1.23&rgn=  
div5#se49.1.23\\_141](https://www.ecfr.gov/cgi-bin/textidx?SID=0e36927930ef1b43bbf6213e4a6a10a9&mc=true&node=pt49.1.23&rgn=div5#se49.1.23_141)**

**Attachment 7**

**AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE  
JOINT VENTURE GUIDANCE**

A copy of the ACDBE Joint Venture Guidance issued by the FAA may be found at:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/bus\\_ent\\_program/media/JVGuideFinal508.pdf](https://www.faa.gov/about/office_org/headquarters_offices/acr/bus_ent_program/media/JVGuideFinal508.pdf)

**Attachment 8**

**Forms 1 & 2 for Demonstration of Good Faith Efforts**

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

**FORM 1: AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) UTILIZATION**

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

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror (if unable to meet the ACDBE goal of \_\_\_\_\_%) is committed to a minimum of \_\_\_\_\_% ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: \_\_\_\_\_

By \_\_\_\_\_  
(Signature) Title

**FORM 2: LETTER OF INTENT**

Name of bidder/offeror's firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of ACDBE firm:  
\_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of work to be performed by ACDBE firm:

.....  
.....  
.....  
.....

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

**Affirmation**

The above-named ACDBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By \_\_\_\_\_  
(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 ACDBE subcontractor.)

**Attachment 9**

**Idaho UCP Agreement**

Resolution NO. RES-597-17

BY THE COUNCIL

CLEGG, LUDWIG, MCLEAN, SANCHEZ,  
THOMSON AND WOODINGS

**A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF BOISE CITY AND THE IDAHO TRANSPORTATION DEPARTMENT, FOR PARTICIPATION IN THE IDAHO UNIFIED CERTIFICATION PROGRAM FOR THE DISADVANTAGED BUSINESS PROGRAM IN THE STATE OF IDAHO; AUTHORIZING THE MAYOR AND CITY CLERK TO RESPECTIVELY EXECUTE AND ATTEST SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, as a recipient of federal transportation funding dollars, the Airport is required to have a Disadvantaged Business Enterprise (DBE) program; and

**WHEREAS**, as required by federal law, the state of Idaho operates a Unified Certification Program (UCP), which provides for the certification, renewal and decertification of firms as DBE; and

**WHEREAS**, the Airport participates in the UCP as part of its ongoing compliance with its DBE program; and

**WHEREAS**, the Director of Aviation recommends approval of such Agreement.

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BOISE CITY, IDAHO:**

**Section 1.** That the Agreement between the city of Boise City and the Idaho Transportation Department, attached hereto and incorporated herein by reference, be, and the same is hereby, approved as to both form and content.

**Section 2.** That the Mayor and City Clerk be, and they hereby are, authorized to respectively execute and attest said Agreement for and on behalf of the city of Boise City.

**Section 3.** That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED by the Council of Boise City, Idaho, on November 28, 2017.

APPROVED by the Mayor of the Boise City, Idaho, on November 28, 2017.

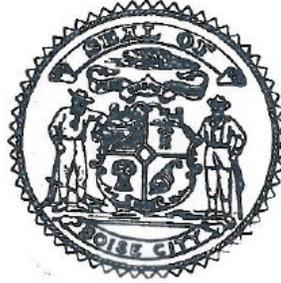
APPROVED:

ATTEST:



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David H. Bieter, Mayor



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Lynda Lowry, Ex-Officio City Clerk

**Agreement Establishing  
The Idaho Unified Certification Program  
For the Disadvantaged Business Enterprise Program  
in the State of Idaho**

THIS AGREEMENT is made and entered into by and between the attached listed Recipients and the Idaho Transportation Department (ITD), each a recipient as that term is defined by 49 CFR §26.81 and in accordance with the ITD approved Disadvantaged Business Enterprise (DBE) Program.

WHEREAS, 49 CFR §26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient's DBE program; and

WHEREAS, the parties require certification, renewal, and decertification of firms as a DBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR §26.81, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR §26 and to establish an Idaho Unified Certification Program (IUCP); and

WHEREAS, the governing board of each party has by resolution authorized the entering into of the Agreement and the establishment of the IUCP; and

WHEREAS, by that agreement each current recipient and/or future recipients identified by the ITD are bound by the requirements of the IUCP and agree to abide by the requirements of the IUCP which is a continuation of the ITD current and previous process.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

**ARTICLE I: PURPOSES**

The parties have entered into this Agreement for the purposes of creating an Idaho Unified Certification Program (IUCP) to be administered by the Idaho Transportation Department Office of Civil Rights (OCR). The ITD OCR will oversee the process for designation of a Certification Committee as stated in the approved ITD DBE Program under section III DBE Certification Process, A. Certification Committee. This Certification Committee will perform DBE certification, renewal, and decertification for Idaho recipients.

**ARTICLE II: SERVICES Section 2.1. Idaho Unified Certification Program**

The IUCP is hereby created and implemented in accordance with 49 CFR §26.81, as amended.

- a. The IUCP will follow all certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the ITD in its DBE Program. This is addressed in the DBE Program Plan in Subpart E – DBE Certification Procedures. The Application Procedure for Certification as follows:
  - i. Applications are conducted online at: <https://itd.dbesystem.com>
  - ii. The ITD DBE Program Coordinator reviews the application and documentation to verify that the information is complete and then requests that the appropriate district Safety Compliance Officer (SCO) perform an on- site review.
  - iii. The Certification Committee will meet every thirty (30) days or sooner if necessary. The Certification Committee will make eligibility decisions within 90 days of receipt of all required information.
  - iv. Out of state firms applying for certification must be certified within their home state to qualify for the Idaho program. On-site-reviews from the out-of-state applicant will be accepted from the home state certification entity. See Subpart E.4, “Interstate Certification”, in the DBE Program Plan.
  - v. A firm that believes that they have been wrongly denied certification may appeal in writing to the United States Department of Transportation, Departmental Office of Civil Rights, External Civil Rights Program Division, 1200 New Jersey Avenue SE, Washington, D.C. 20590. Appeals must be submitted within ninety (90) days after certification has been denied.
  - vi. A firm that receives a Notice of Intent to Decertify may request an informal hearing by the selected Hearing Officer. Requests for an oral hearing must be submitted within 10 days of the notification and will be conducted within 30 days of receipt of the request. A hearing request for written arguments must be submitted within 30 days and then the selected Hearing Officer will make a decision within 30 days from receipt of the request. Any request for a hearing must be directed to Office of Civil Rights Manager (OCRM) at the Idaho Transportation Department, 3311 West State Street, Boise, Idaho 83703-1129.
  - vii. The Idaho electronic DBE Directory located on the ITD website will be updated with additions, deletions, and other changes as they occur. In addition to this update, upon request interested members of the IUCP will be notified of changes as they occur.

- b. The IUCP will cooperate fully with oversight, review and monitoring activities of the United States Department of Transportation (USDOT) and its operating administrations.
  
- c. The IUCP will implement USDOT directives and guidance concerning certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the approved ITD DBE Program Plan.
  
- d. Each recipient party to this Agreement shall ensure that the IUCP has sufficient resources and expertise to carry out the requirements of 49 CFR §26 and §23. The ITD Office of Civil Rights is currently receiving appropriate resources to provide the needed actions to meet the requirements of 49 CFR §26 in the establishment and implementation of the IUCP.
  
- e. The IUCP will be fully implemented within 120 days of the Secretary's approval of the IUCP on the following schedule:
  - i. Within 90 days of the Secretary's approval of the IUCP, each party to this agreement will begin to utilize the unified procedures set forth in the IUCP Agreement.
  
  - ii. Within 120 days after the Secretary's approval of the IUCP, the Committee will begin to meet on a regular basis as required to certify DBE applicants.
  
  - iii. Within 60 days after the Secretary's approval the IUCP will post the unified DBE Directory on its website.

## **Section 2.2 Idaho Unified Certification Committee**

The ITD/OCRM is identified as the administrator of the IUCP and responsible for the process for designation of the Certification Committee (Committee) which is established to administer the IUCP certifications as required by the approved ITD DBE Program Plan and CFR 49 §26, Subpart D and Subpart E and §23, Subpart C.

## **Section 2.3 DBE Directory**

An online DBE Directory will be maintained by the ITD/OCR at <https://itd.dbesystem.com>.

## **Section 2.4 Classification of Business and Financial Information**

Each recipient under this Agreement shall safeguard from disclosure to unauthorized person information that may reasonably be considered confidential business information consistent with Federal, State and local law.

**ARTICLE III: TERM AND SCOPE OF AGREEMENT**

**Section 3.1. Term**

This agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the IUCP by the Secretary of the USDOT. This Agreement and the IUCP shall continue in force as long as required by federal laws and regulations, unless terminated pursuant to Section 3.2 of the Agreement.

**Section 3.2. Early Termination**

Any party to this Agreement may terminate its relationship to the IUCP upon a showing of non-recipient status, provided approval is given by USDOT for such termination.

**Section 3.1. Limited Agreement**

This Agreement is limited in scope and nothing contained in this Agreement shall imply any relationship between any of the signing parties beyond the creation and implementation of the IUCP.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below and attached:

**IDAHO TRANSPORTATION DEPARTMENT**

BY:   
BRIAN W. NESS, Director

DATE: 10/12/2017

**STATEMENT OF AGREEMENT**  
**Idaho Unified Certification Program**  
**Attachment to IUPC Agreement**

The Unified Certification Program process developed and implemented by the Idaho Transportation Department for the State of Idaho has been reviewed by the agency listed below. We acknowledge the IUPC Agreement is made and entered into by and between the participating agency noted below and the Idaho Transportation Department.

We recognize this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho as required by 49 CFR §26.81.

BY: David H. Bieter, Mayor

DATE: November 28, 2017

AGENCY: City of Boise

ADDRESS: 3201 W Airport Way, Suite 1000, Boise, Idaho 83705

PHONE: (208) 383-3110

EMAIL: mpetaja@cityofboise.org (Matt Petaja)

SIGNATURE:  11/28/17

ATTEST:   
City Clerk, Lynda Lowry

**RETURN STATEMENT OF AGREEMENT TO:**

[civilrights@itd.idaho.gov](mailto:civilrights@itd.idaho.gov)

**Office of Civil Rights**  
**Idaho Transportation Department**  
**P.O. Box 7129**  
**Boise, Idaho 83703-1129**

