

**FRIEDMAN MEMORIAL AIRPORT
HAILEY, IDAHO**

**AIRPORT CONCESSION
DISADVANTAGED BUSINESS ENTERPRISE
PROGRAM
(ACDBE)**

2017

**Friedman Memorial Airport Authority
Friedman Memorial Airport
Hailey, Idaho
ACDBE PROGRAM**

POLICY STATEMENT

Section 23.1, 23.23

Objectives / Policy Statement

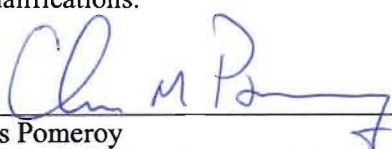
The Friedman Memorial Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Friedman Memorial Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The Friedman Memorial Airport has signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of the Friedman Memorial 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 DOT 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 our airport(s);
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at our airport(s); and
6. To provide appropriate flexibility to our airport in establishing and providing opportunities for ACDBEs.

Roberta Christensen has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, the DBELO 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 Friedman Memorial Airport in its financial assistance agreements with the Department of Transportation.

Friedman Memorial Airport has disseminated this policy statement to the Friedman Memorial Airport Authority Board and all of the components of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area by inclusion in solicitations or requests for qualifications.


Chris Pomeroy
Manager, Friedman Memorial Airport

9/11/2017
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

The Friedman Memorial 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

The Friedman Memorial 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

The Friedman Memorial 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, the Friedman Memorial 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.

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

The Friedman Memorial Airport will include the following assurances in all concession agreements and management contracts it executes with any firm:

(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

The Friedman Memorial 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.

The Friedman Memorial 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.

The Friedman Memorial 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 the Friedman Memorial Airport's ACDBE program:

- (a) For a firm that does not meet the eligibility criteria of subpart D 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 D of this part, DOT or FAA may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.
- (c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.
- (d) 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.
- (e) 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 the Friedman Memorial Airport Authority's ACDBE program or otherwise violates applicable Federal statutes.

Compliance reviews: The FAA may review the Friedman Memorial 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 the Friedman Memorial Airport may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.

SUBPART B – ABCDE PROGRAMS

Section 23.21 ACDBE Program Updates

The Friedman Memorial Airport is a non-hub primary airport required to have an ACDBE program.

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

Until the Friedman Memorial 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.

This ACDBE program will be implemented at the Friedman Memorial Airport.

When the Friedman Memorial 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: The Friedman Memorial Airport is committed to operating its ACDBE program in a nondiscriminatory manner.

The Friedman Memorial 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:

Roberta Christensen, Office Administration/Airport Security Trusted Agent
1616 Airport Circle
Hailey, Idaho 83333
Phone: (208)-788-4956
Email: roberta@iflysun.com

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the Friedman Memorial Airport complies with all provision of 49 CFR Part 23. The ACDBELO has direct, independent access to Chris Pomeroy, Manager Friedman Memorial Airport concerning ACDBE program matters. An organizational 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 has additional staff at the airport and access to the Friedman Memorial Airport Authority legal counsel and airport engineering consultant to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by FAA or DOT.
2. Reviews third part contracts and purchase requisitions for compliance with this program.
3. Works with Friedman Memorial Airport departments and consultants to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.

5. Identifies contracts and procurements so that ACDBE goals are included in solicitations (both race-neutral methods and contract specific goals)
6. Evaluates Friedman Memorial Airport's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the CEO/governing body on ACDBE matters and achievement.
9. Participates with the Friedman Memorial Airport Authority's Attorney to determine contractor compliance with good faith efforts.
10. Provides ACDBEs with information and assistance in preparing bids, obtaining bonding, financing, and insurance.
11. Plans and participates in ACDBE training seminars.
12. Acts as liaison to the Unified Certification Program in Idaho.
13. Provides outreach to ACDBEs and community organizations to advise them of opportunities.
14. Obtains the Idaho Transportation Department certified ACDBE directory that is updated monthly.

Directory: The Friedman Memorial Airport through the Idaho Unified Certification Program (UCP), maintains a directory identifying all firms eligible to participate as DBEs and 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.

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 UCP revises the Directory monthly. The Directory is available as follows: the Directory may be found online at:

<https://itd.dbesystem.com/Default.asp?>

The Directory may be found in Attachment 2 to this program document. (26.31).

Section 23.25 Ensuring Nondiscriminatory Participation of ACDBEs

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

The Friedman Memorial Airport will not 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 23 on the basis of race, color, sex, or national origin.

The Friedman Memorial 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))

The Friedman Memorial Airport's overall goal methodology and a description of the race-neutral measures it will use to meet the goals are described in Section 23.25 and Attachments 4 and 5 of this plan. The goals are set consistent with the requirements of Subpart D. (23.25(b), (d))

If the Friedman Memorial 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) and Attachments 4 and 5 of this plan. (23.25(e))

The Friedman Memorial 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))

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

Section 23.27 Reporting

We 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.

Beginning March 1, 2006, we will submit to the FAA Regional Civil Rights Office, an annual ACDBE participation report on the form in Appendix A of Part 23.

Section 23.29 Compliance and Enforcement Procedures

The Friedman Memorial 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 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 consider similar action under our own legal authorities, including responsibility determinations in future contracts. We have listed the regulations, provisions, and contract remedies available to us in the events of non-compliance with the ACDBE regulation by a participant in our procurement activities (See Attachment 3). (26.37)
3. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. The Friedman Memorial Airport has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:
 - Breach of contract, action, pursuant to the terms of the contract;
 - Suspension or debarment proceedings pursuant to 49 CFR Part 23 and 2 CFR parts 180 and 1200;
 - Enforcement action pursuant to 49 CFR Part 31;
 - Prosecution pursuant to 18 USC 1001.
4. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed.
5. We will implement a monitoring and enforcement mechanism that will include written certification that we have reviewed contracting records and monitored work sites for this purpose. The monitoring and certification will be conducted in conjunction with preparing contract close-out

documentation for each prime contract. This will be accomplished by requiring Prime Contractors to provide documentation for each contract certifying that payments to subcontractors have been made within the time limit stated in their contract.

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

SUBPART C – CERTIFICATION AND ELIGIBILITY

Section 23.31 The Friedman Memorial Airport will use the certification standards 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.

The Friedman Memorial Airport is a member of a Unified Certification Program (UCP) administered by the State of Idaho (Idaho Transportation Department). The UCP will meet all of the requirements of this section. Attachment 10 lists airports who have signed the statement of agreement with ITD.

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

Prior to entering into a new contract, extension, or option with a currently certified ACDBE, we will review their eligibility at that time (i.e., "as soon as possible") rather than waiting until the latest date allowed under Part 23. Our schedule for this review process will be annually with the review of ACDBE accomplishments.

Section 23.33 We will treat 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 companies is 1,500 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.

We recognize 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)

We 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, we 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. We are 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).

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

We 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))

We will use 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 Requirements

The Friedman Memorial 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 the sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. We will report any significant overall goal adjustments 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.

The Friedman Memorial Airport's 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

The Friedman Memorial 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 the sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. We will report any significant overall goal adjustments to the FAA.

The Friedman Memorial Airport consults with stakeholders before submitting the overall goals to the FAA. 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

The sponsor is a non-hub primary airport. As a condition of eligibility for FAA financial assistance, the sponsor will submit its overall goals according to the following schedule:

Primary Airport Size	Region	Date Due	Period Covered	Next Goal Due (Goal Period)
Non-Hubs	All Regions	October 1, 2016	2017/2018/2019)	August 1, 2017 (2020/2021/2022)

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, the sponsor will

submit an appropriate adjustment to our overall goal to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity. (23.45i)

The sponsor will establish overall goals in accordance with the two-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)

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

A description of the methodology to calculate the overall goal for concessions other than car rentals, the goal calculations, and the data we relied on can be found in Attachment 4 to this program.

A description of the methodology to calculate the overall goal for car rentals, the goal calculations, and the data we relied on can be found in Attachment 5 to this program.

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 in Attachments 4 and 5 to this program. This section of the program will be reviewed annually when the goal calculation is reviewed under 23.41(c).

Concession Specific Goals (Also include this language in the DBE goal attachment) (23.25 (c)(e)(1)(iv))

The Friedman Memorial 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, the Friedman Memorial 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, the Friedman Memorial 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 on Concession Specific Goals (23.25(e)(1)(iii), (iv))

To be eligible to be awarded a concession that has a concession specific goal, bidders/offerors must make good faith efforts to meet the goal. A bidder/offeror 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 Sections 26.51 and 26.53, regarding contract goals apply to the Friedman Memorial Airport's concession specific goals. Specifically:

Section 26.53 Good Faith Efforts Procedures

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

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

Roberta Christensen, Office Administration/Airport Security Trusted Agent/ACDBE Liaison Officer 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))

The Friedman Memorial Airport treats bidder/offeror's compliance with good faith effort requirements as a matter responsiveness.

Each solicitations for which a concession specific goal has been established will require the concessionaires to submit the following information:

- (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 DBE firms that will participate in the contract;
 - (ii) A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
 - (iii) The dollar amount of the participation of each DBE firm participating;
 - (iv) Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and

- (v) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract; and
- (3) We will require that the bidder/offeror present the information 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

Within 7 business days of being informed by the Friedman Memorial Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official:

Chris Pomeroy, Manager, Friedman Memorial Airport
1616 Airport Circle
Hailey, Idaho 83333
Phone: (208) 788-4956
Email: chris@iflvsun.com

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

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

Good Faith Efforts when an ACDBE is replaced on a concession (26.53(f))

The Friedman Memorial 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 ACDBELO immediately of the ACDBEs 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.

The Friedman Memorial 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 7 days, which may be extended for an additional 7 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 issue an order stopping all or part of payment/work until satisfactory action has been taken. 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 the Friedman Memorial 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 (Attachment 6), 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.

Section 23.53 Counting ACDBE Participation for Car Rental Goals

We will count ACDBE participation toward overall goals other than car rental 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 overall goals 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 this Part) 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;

Section 23.61 Quotas or Set-asides

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

SUBPART E –OTHER PROVISIONS

Section 23.71 Existing Agreements

The Friedman Memorial 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 the sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. We will report any significant overall goal adjustments to the FAA.

Section 23.73 Privately-Owned or Leased Terminal Buildings (if applicable)

(Not applicable to Friedman Memorial Airport at this time.)

Section 23.75 Long-Term Exclusive Agreements

We will not enter into a long-term and 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, we will 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., Idaho or Utah) an advantage over ACDBEs from other places in obtaining business as, or with, a concession at Friedman Memorial Airport.

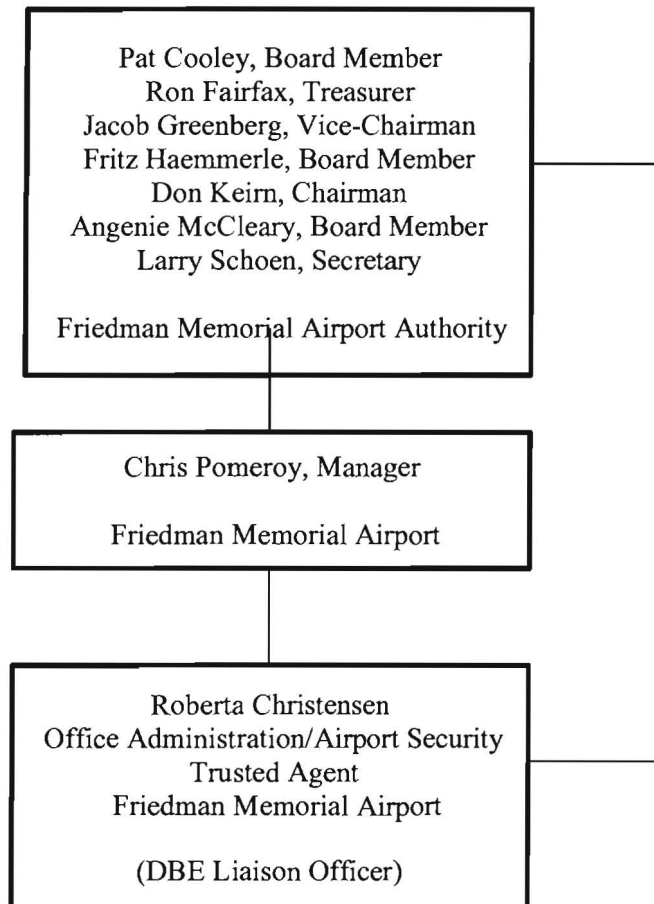
ATTACHMENTS

- Attachment 1 Organizational Chart.
- Attachment 2 ACDBE Directory.
- Attachment 3 Monitoring and Enforcement Mechanisms
- Attachment 4 Overall Goal for Concessions other than Car Rental Calculation, Consultation, Breakout of Estimated Race-Neutral & Race- Conscious Participation
- Attachment 5 Overall Goals for Car Rentals Calculation, Consultation, Breakout of Estimated Race-Neutral & Race- Conscious Participation
- Attachment 6 Forms 1 & 2 Demonstration of Good Faith Efforts
- Attachment 7 DBE Uniform Certification Application Forms
- Attachment 8 Procedures for Removal of ACDBEs Eligibility
- Attachment 9 State’s UCP Agreement
- Attachment 10 Regulations: 49 CFR Part 23

ATTACHMENT 1

FRIEDMAN MEMORIAL AIRPORT

Organization Chart



ATTACHMENT 2

IDAHO TRANSPORTATION DEPARTMENT DBE/ACDBE DIRECTORY

The DBE Directory may be found at the following link:

<https://itd.dbesystem.com/Default.asp?>

Or, contact the Idaho Transportation Department

ATTACHMENT 3

MONITORING AND ENFORCEMENT MECHANISMS

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

1. Breach of contract action, pursuant to the terms of the contract;
2. Breach of contract action, pursuant to Idaho code.

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

1. Suspension or debarment proceedings pursuant to 49 CFR Part 23 and 2 CFR parts 180 and 1200
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

ATTACHMENT 4

**OVERALL GOAL FOR CONCESSIONS OTHER THAN CAR RENTAL, CONSULTATION,
BREAKOUT OF ESTIMATED RACE-NEUTRAL AND RACE-CONSCIOUS PARTICIPATION**

DBE Goal Methodology submitted separately.

ATTACHMENT 5

**OVERALL GOALS FOR CAR RENTALS CALCULATION, CONSULTATION,
BREAKOUT OF ESTIMATED RACE-NEUTRAL AND RACE-CONSCIOUS PARTICIPATION**

DBE Goal Methodology submitted separately.

ATTACHMENT 6

FORMS FOR DEMONSTRATION OF GOOD FAITH EFFORTS

FORM 1
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

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

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

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

Name of bidder/offerer's firm _____

State Registration No. _____

By _____
(Signature)

(Name and Title)

Address _____

Phone No. _____

**FORM 2
LETTER OF INTENT**

(Provide a separate Letter of Intent for each DBE subcontractor.)

Name of Bidder's Firm: _____

Bidder's Address: _____

City: _____ State: _____ Zip: _____

Name of DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Area Code: _____

Attach a copy of most recent letter from DBE certifying agency confirming DBE certification and listing in an approved DBE Directory for each DBE subcontractor.

Description of work to be performed by DBE firm by Bid Item and Bid Schedule.

<u>BID SCHEDULE</u>	<u>BID ITEMS</u>	<u>\$ VALUE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Bidder intends to utilize the above-named minority firm for the work described above. The estimated total value of work is \$ _____.

DBE Confirmation for Participation in the Contract as Stated above for the Amount Indicated.

Authorized Signature

Name of DBE Firm

Date

If the above-named bidder is not determined to be the successful bidder, the Letter of Intent shall be null and void.

ATTACHMENT 7

DBE UNIFORM CERTIFICATION APPLICATION

The Uniform Certification Application can be completed online through the Idaho Transportation Department at the following link:

<https://itd.dbesystem.com/FrontEnd/StartCertification.asp?TN=itd&XID=2648>

A copy of the Uniform Certification Application can be obtained online from the DOT at the following link:

**[https://www.transportation.gov/sites/dot.gov/files/docs/New%20DBE%20Certification%20Applicati
on%202011-18-2014 0.pdf](https://www.transportation.gov/sites/dot.gov/files/docs/New%20DBE%20Certification%20Application%202011-18-2014%200.pdf)**

ATTACHMENT 8

PROCEDURES FOR REMOVAL OF ACDBE'S ELIGIBILITY

The Idaho Transportation Department, ITD, Certifies and has a process in place to decertify DBEs/ACDBES. Decertification is accomplished through the Signed Statement of Agreement with ITD, which is on file at the office of Civil Rights at ITD headquarters.

ATTACHMENT 9

EVIDENCE OF SIGNED STATEMENT OF AGREEMENT With Idaho Transportation Department

The Idaho Transportation Department, ITD, maintains a Master List of airports in Idaho who have a signed Statement of Agreement with ITD, Civil Rights Office. The Friedman Memorial Airport is a member of a Unified Certification Program (UCP) administered by the Idaho Transportation Department. Attachment 9 is a list of airports in Idaho who have signed the statement of agreement with ITD.

**STATEMENTS OF AGREEMENT
SIGNED AND RECEIVED AS OF AUGUST 2006**

Agency	Authorized By	Address	Contact	Phone Number	Signed By	Date Received
AIRPORTS						
Aberdeen Municipal Airport	City of Aberdeen	P.O. Box 190 - Aberdeen, Idaho 83210	Mayor's Office	(208) 392-4161	A. Morgan Anderson, Mayor	11/20/01
Arco Pope Field Airport	City of Arco	P.O. Box 196 - Arco, Idaho 83213	Mayor's Office	(208) 527-8294	Jacques Marcotte, Mayor	12/10/01
Bear Lake County Airport	Bear Lake County	P.O. Box 190 - Paris, Idaho 83261-0190	Bear Lake County Commission	(208) 945-2212	Monte Transtrum, Bear Lake County Commissioner	9/11/01
Blackfoot McCarley Field Airport	City of Blackfoot	157 N. Broadway - Blackfoot, Idaho 83221	City Clerk's Office	(208) 785-8600	A.L. Moses, City Clerk and Treasurer	8/27/01
Boise Air Terminal	City of Boise	P.O. Box 500 - Boise, Idaho 83705	Mayor's Office	(208) 384-3870	H. Brent Coles, Mayor	4/5/02
Boundary County Airport	Boundary County	P.O. Box 419 - Bonners Ferry, Idaho 83805	Boundary County Commission	(208) 267-7723	Murreleen Skeen, Chairman, Boundary Co. Comm.	8/22/01
Buhl Municipal Airport	City of Buhl	203 N. Broadway - Buhl, Idaho 83316	Mayor's Office	(208) 543-5650	Barbara A. Gietzen, Mayor	8/21/01
Burley Municipal Airport	City of Burley	P.O. Box 1090 - Burley, Idaho 83318	Mayor's Office	(208) 878-2224	Douglas Manning, Mayor	11/19/01
Caldwell Industrial Airport	City of Caldwell	P.O. Box 1177 - Caldwell, Idaho 83606	Mayor's Office	(208) 455-3011	Garret Nancolas, Mayor	11/25/01
Cascade Airport	City of Cascade	P.O. Box 649 - Cascade, Idaho 83611	Mayor's Office	(208) 382-4279	Larry J. Walters, Mayor	8/10/01
Challis Airport	City of Challis	P.O. Box 587 - Challis, Idaho 83226	Mayor's Office	(208) 879-2386	Catherine Becker, Mayor	8/21/01
Coeur d'Alene Airport	Kootenai County	451 Government Way - P.O. Box 9000 - Coeur d'Alene, Idaho 83816-9000	Kootenai County Commission	(208) 769-4450	Richard C. Panabaker, Chairman - Kootenai Co. Comm.	9/11/01
Council Municipal Airport	City of Council	P.O. Box 606 - Council, Idaho 83612	Mayor's Office	(208) 253-4201	Gary Mathews, Mayor	1/16/02
Craigmont Municipal Airport	City of Craigmont	P.O. Box 250 - Craigmont, Idaho 83523	Mayor's Office	(208) 924-5432	David Boknecht, Mayor	11/6/01
Driggs Reed Memorial Airport	City of Driggs	P.O. Box 48 - Driggs, Idaho 83422	Mayor's Office	(208) 354-2362	Louis Christensen, Mayor	8/15/01
Emmett Municipal Airport	City of Emmett	501 E. Main St. - Emmett, Idaho 83617	Mayor's Office	(208) 365-6050	Ron Morgan, Mayor	8/27/01
Friedman Memorial Airport	Friedman Memorial Airport	P.O. Box 929 - Hailey, Idaho 83333	Airport Manager	(208) 788-9003	Richard R. Baird, Manager	11/21/01
Gooding Municipal Airport	City of Gooding	308 5th Ave. West - Gooding, Idaho 83330	Public Works Director	(208) 934-5669	Todd Bunn, Public Works Director	8/14/01

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Agency	Authorized By	Address	Contact	Phone Number	Signed By	Date Received
Homedale Municipal Airport	City of Homedale	P.O. Box 757 - Homedale, Idaho 83628	City Clerk - Treasurer	(208) 337-4641	Harold Puri, Mayor	8/28/01
Idaho Falls Regional Airport - Fanning Field	Airport - Fanning Field	Idaho Falls, Idaho 83402	Airport Manager	(208) 529-1224	Michael R. Humbert, Manager	3/5/02
Idaho County Airport	Idaho County Commission	320 West Main - Grangeville, Idaho 83530	Idaho County Commission	(208) 983-2751	George Enneking, Chairman Idaho Co. Comm.	11/19/01
Jerome County Airport	Jerome County	300 N. Lincoln - Jerome, Idaho 83338	Jerome County Commission	(208) 324-8811 Ex 111	Veronica Lierman, Chairperson	1/24/02
Joslin Field Magic Valley Regional Airport	Valley Regional Airport	P.O. Box 1907 - Twin Falls, Idaho 83303	Airport Manager	(208) 733-5215	Bill Carberry, Manager	12/3/01
Kamiah Municipal Airport	City of Kamiah	P.O. Box 338 - Kamiah, Idaho 83536	Mayor's Office	(208) 935-2672 or 935-2757	Robert Olive, Mayor/Manager	8/29/01
Lemhi County Airport	Lemhi County	206 Court House Dr. - Salmon, Idaho 83467	Lemhi County Commission	(208) 756-2815	Michael England, Chairman - Lemhi Co. Comm.	8/17/01
Lewiston/Nez Perce County Regional Airport	Lewiston/Nez Perce County Regional Airport	406 Burrell, Ste 301 - Lewiston, Idaho 83501	Airport Manager	(208) 746-7962	Robin Turner, Manager	8/13/01
✓ McCall Municipal Airport	McCall Municipal Airport	216 East Park Street - McCall, Idaho 83638	Airport Manager	(208) 634-1488	Michael Becker, Manager	4/17/02
Mountain Home Municipal Airport	City of Mountain Home	P.O. Box 10 - Mountain Home, Idaho 83647	Mayor's Office	(208) 587-2104	Dave Jett, Mayor	8/14/01
Nampa Municipal Airport	City of Nampa	411 3rd Street South - Nampa, Idaho 83687	Mayor's Office	(208) 465-2201	Maxine Horn, Mayor	11/26/01
Orofino Municipal Airport	City of Orofino	P.O. Box 312 - Orofino, Idaho 83544	Mayor's Office	(208) 476-4725	Joe Pippenger, Mayor	8/15/01
✓ Pocatello Regional Airport	City of Pocatello	P.O. Box 4169 - Pocatello, Idaho 83205	Mayor's Office	(208) 234-6154	Gregory R. Anderson, Mayor	8/31/01
Preston Airport	Franklin County	39 W. Oneida - Preston, Idaho 83263	County Clerk	(208) 852-1090	Elliott Larsen, County Clerk	9/1/01
Priest River Airport and Sandpoint Airport	Bonner County	215 South 1st - Sandpoint, Idaho 83864	Bonner County Commission	(208) 265-1438	Tom Suttmeier, Chairman Bonner Co. Comm.	8/23/01
Pullman/Moscow Regional Airport	Pullman/Moscow Regional Airport	3200 Airport Complex N. - Pullman, Washington 99163	Airport Manager	(509) 334-4555 Ex 223	Robb Parish, Manager	12/10/01
Rexburg/Madison County Airport	City of Rexburg	12 North Center - P.O. Box 280 - Rexburg, Idaho 83440	Mayor's Office	(208) 359-3020 Ex 329	Bryce Sutherland, Mayor	11/9/01

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Agency	Authorized By	Address	Contact	Phone Number	Signed By	Date Received	
Shoshone county Airport	Shoshone County	700 Bank St. - Wallace, Idaho 83873	Shoshone County Commission	(208) 752-3331	Sherry Krulitz, Chairman - Shoshone Co. Comm.	9/7/01	
St. Maries Municipal Airport	Benewah County	701 College Ave. - St. Maries, Idaho 83861	Benewah County Commission	(208) 245-2234	Jack A. Buell, Chairman Benewah Co. Comm.	8/31/01	
✓ Weiser Municipal Airport	City of Weiser	55 West Idaho - Weiser, Idaho 83672	Mayor's Office	(208) 414-1965	Don Stephens, Mayor	8/15/01	
PUBLIC TRANSIT							
✓ Area IV Agency on Aging	Office on Aging	P.O. Box 1238 - Twin Falls, Idaho 83301-1238	Richard F. Boyd	(208) 736-2122	Richard F. Boyd	8/2/01	
✓ Bingham County Blackfoot Senior Citizen, Inc.	Bingham County Blackfoot Senior Citizen, Inc.	P.O. Box 849 - Blackfoot, Idaho 83221	Executive Director	(208) 785-4714	Rhea Miles, Executive Director	8/30/01	
✓ Boise Urban Stages/VIATrans	Boise Urban Stages/VIATrans	4788 S. Orchard - Boise, Idaho 83705	Kelli Fairless	(208) 336-1019	Kelli Fairless	8/15/01	
✓ C.A.R.T. Inc.	C.A.R.T. Inc.	850 Cleveland - Idaho Falls, Idaho 83402	Executive Director	(208) 522-2278	J.L. Brewer, Executive Director	1/4/02	
✓ Commuters Bus, Inc.	Commuters Bus, Inc.	P.O. Box 771 - Caldwell, Idaho 83606	Gary Sprague, Owner/Operator	(208) 459-0459	Gary Sprague, Owner	9/1/01	
✓ Elderly Opportunity Agency, Inc.	Elderly Opportunity Agency, Inc.	829 S. Washington Ave. - Emmett, Idaho 83617	Executive Director	(208) 365-4461	Roberta Schoenwald	12/14/01	
✓ Ketchum/Sun Valley Transit Authority (KART)	Ketchum/Sun Valley Transit Authority (KART)	P.O. Box 3091 - Ketchum, Idaho 83340	Director of Operations	(208) 720-7576	Terry Crawford, Director of Operations	8/22/01	
✓ Living Independence Network Corp.	Living Independence Network Corp.	2500 Kootenai - Boise, Idaho 83705	Advocacy Director	(208) 336-3335	Kim Steinberg, Advocacy Director	8/23/01	
✓ Meridian Area Senior Citizens Association, Inc.	Meridian Senior Center	133 W. Broadway - P.O. Box 606 - Meridian, Idaho 83680	President	(208) 888-5555	Richard Losness, President	8/15/01	
✓ New Day Products and Resources	New Day Products and Resources	1704 North Main - Pocatello, Idaho 83205	Joseph N. Napier	(208) 232-7807	Joseph N. Napier	11/21/01	
North Idaho Community Express (NICE)	North Idaho Community Express (NICE)	137 Spruce Ave. - Coeur d'Alene, Idaho 83814	Executive Director	(208) 664-9769	Helen Stephens, Executive Director	11/21/01	
✓ Oneida County Hospital	Oneida County Hospital	150 N. 200 W. - Malad, Idaho 83252	Administrator	(208) 766-2231	Todd V. Winder, Administrator	11/21/01	
✓ Pocatello Regional Transit	Pocatello Regional Transit	P.O. Box 4169 - Pocatello, Idaho 83205	Mayor's Office	(208) 234-6248	Gregory R. Anderson, Mayor	8/31/01	

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Regional Public Transportation, Inc.	Regional Public Transportation, Inc.	1424 Main St. - P.O. Box 1102 - Lewiston, Idaho 83501	Executive Director	(208) 746-4091	Tom LaPointe, Executive Director	11/9/01
Senior Solutions, Inc. (formally Senior Programs)	Senior Solutions, Inc.	3010 West State - Boise, Idaho 83703	Executive Director	(208) 345-7783	Mike Dolton, Executive Director	11/19/01
Targhee Regional Public Transit Authority	Targhee Regional Public Transit Authority	P.O. Box 50375 - Idaho Falls, Idaho 83405	Chairman's Office	(208) 529-1489	William F. Rance Bare, Chairman	3/4/02
Trans IV Buses	Trans IV Buses	P.O. Box 1238 - Twin Falls, Idaho 83303-1238	Executive Director	(208) 736-2133	James D. Vinning Executive Director	11/21/01
Treasure Valley Transit, Inc.	Treasure Valley Transit, Inc.	3515 Garrity Blvd. A - Nampa, Idaho 83687	Executive Director	(208) 463-9111	Terri Lindenberg, Executive Director	11/29/01
Valley Vista Care Corp.	Valley Vista Care Corp.	820 Elm - St. Maries, Idaho 83861	Valley Vista Care Corp.	(208) 245-4576	Alisa J. Fowers	6/2/03
METROPOLITAN PLANNING ORGANIZATIONS						
Bannock Planning Organization	Bannock Planning Organization	P.O. Box 6079 - Pocatello, Idaho 83205-6079	Planning Director	(208) 233-9322	Mori R. Byington, Planning Director	12/10/01
Bonneville Metropolitan Planning Organization	Bonneville MPO	380 Constitution Way - Idaho Falls, Idaho 83405-0220	Deputy Director	(208) 528-5530	Darrell West, Deputy Director	8/10/01
Community Planning Association of South West Idaho	Community Planning Association	800 S. Industry Way, Ste 100 - Meridian, Idaho 83642	Director	(208) 855-2558	Jeanne Uriezaga, Director	10/26/01
Kootenai Metropolitan Planning Organization	Kootenai MPO	West 221 1st Ave. Ste 310 - Spokane, Washington 99201	Office of the Kootenai MPO	1-800-698-1927	Glenn F. Niels	5/24/04
Lewis Clark Valley Metropolitan Planning Organization	Lewis Clark Valley MPO	P.O. Box 617 - Lewiston, Idaho 83501	Steven Watson, AICP Provisional Coordinator	(208) 746-1318 swatson@cityoflewiston.org	Kevin Poole, Chair	11/18/04
OTHER AGENCIES						
Boise State University	Boise State University	1910 University Dr. - Boise, Idaho 83725	Shay Peason	(208) 426-2947	Shay Peason	1/18/06
Ada County Highway District	Ada County Highway District	3775 Adams St. - Garden City, Idaho 83714	Kathryn A. Levihn, PE Manager Planning, Programming & Cost Estimating	(208) 387-6100	John S. Franden, President	2/1/06

ATTACHMENT 10

REGULATIONS 49 PART 23

The regulation may be accessed via the following web-link

49 CFR PART 26 can be found at the following website address

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr23_main_02.tpl