

MEMORANDUM OF AGREEMENT
BETWEEN
THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION,
AND
<NAME OF RECIPIENT ORGANIZATION>
REGARDING
IMPLEMENTATION AND ADMINISTRATION
OF THE UNIFIED CERTIFICATION PROGRAM (UCP)

Background

In January 1999, the US Department of Transportation issued a new final regulation to guide the administration of the DBE program. The new regulation had three major goals:

1. To create a level playing field on which DBE's can compete fairly;
2. To mend but not end the DBE program; and
3. To make the DBE program more effective and efficient for all participants.

To meet the requirements of their third goal, which is to make the DBE program more effective and efficient for all participants, the USDOT mandated, in March 1999, that all recipients in a state must participate in a Unified Certification Program (UCP). The UCP must provide "one-stop shopping" to applicants for certification, such that an applicant is required to apply only once for a Disadvantaged Business Enterprise (DBE) certification that will be honored by all recipients in the state. With NCDOT as the lead agency, stakeholders convened to develop the UCP for North Carolina.

Purpose

The purpose of this Memorandum of Agreement is to specify the responsibilities of each party to this agreement with respect to implementation and management of the UCP.

Objectives

Consistent with the UCP requirements, the parties agree to accomplish the following objectives:

1. The NCDOT will independently perform the certification of DBE firms as described in specific sections of 49 CFR Part 26 on behalf of the recipient.
2. The NCDOT will maintain a unified DBE directory containing, for all firms certified by the UCP, the information required by 49 CFR Part 26.31, and make it available to the public electronically, on the internet, as well as in print. The UCP shall update the electronic version of the directory by including additions, deletions, and other changes as soon as they are made.
3. The NCDOT will bear the costs of program development and maintenance for the first full-year of implementation. At the end of the first full year of implementation, an audit will be conducted to determine the cost of maintaining the program. At that time, the stakeholders will reconvene to determine how maintenance costs will be distributed among recipients.

The Recipient will ensure the following measures are carried out:

1. The recipient will initiate the appropriate measures to ensure their database files accurately reflect qualified and certified DBE's prior to relinquishing said files to the NCDOT. The recipient will bear the cost of this clean up and transfer of data.
2. The recipient will participate in a reasonable cost sharing option as agreed upon by the stakeholders.

Administrative Stipulations

1. This agreement applies to all pre-certifications of DBE-eligible firms that intend to compete for a contract, at any tier, funded in whole or in part with USDOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.
2. All certifications completed pursuant to this agreement will be performed by or under the direct supervision of a person or persons with the relevant experience to make determinations and recommend certification decisions.
3. The UCP Steering Committee may monitor and review any activities carried out pursuant to this agreement. The NCDOT will cooperate with Recipients in carrying out these monitoring and review activities.
4. Either party to this agreement may request that it be amended, whereupon the parties shall consult in accordance with 49 CFR Part 26 to consider such an amendment.
5. With the understanding that USDOT funds may be affected, either party to this agreement may terminate it by providing thirty days written notice to the other party, provided that the parties consult during the period prior to termination to seek agreements or other actions that would avoid termination.
6. Should either party to this agreement have an objection that is not acceptably resolved, or object within 30 days to any documents or actions submitted for review or determination pursuant to this agreement, the parties shall consult to resolve the objection. If the parties cannot reach a mutually agreeable solution, the appropriate USDOT agency will be consulted for mediation.

Execution of this Memorandum of Agreement between the NCDOT, and the <NAME OF RECIPIENT ORGANIZATION>, evidences that all parties agree to the terms, conditions and processes established by the UCP. The parties further agree that the UCP:

1. Shall make all certification decisions on behalf of all USDOT recipients in the state with respect to participation in the DBE program, and
2. Will follow all certification procedures and standards as described in 49 CFR Part 26, on the same basis as recipients, and
3. Shall cooperate fully with oversight, review, and monitoring activities of USDOT and its operating administrations, and
4. Shall implement USDOT directives and guidance concerning certification matters.

North Carolina Department of Transportation

_____ Date: _____
Typed or printed name of signatory, Title

<NAME OF RECIPIENT ORGANIZATION>

_____ Date: _____
Typed or printed name of signatory, Title