

**JUNEAU INTERNATIONAL AIRPORT  
49 CFR PART 23 - ACDBE PROGRAM  
AIRPORT CONCESSION DBE PROGRAM**

**POLICY STATEMENT**

**Objectives/Policy Statement**


The Juneau International Airport (hereinafter, "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 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 Airport has signed airport grant assurances that it will comply with 49 CFR Part 23.

It is the policy of the Airport to ensure that ACDBEs as defined in herein, 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 the Airport's 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 airports receiving DOT financial assistance; and
6. To provide appropriate flexibility to airports receiving DOT financial assistance in establishing and providing opportunities for ACDBEs.

*Patricia A. deLaBruere* has been designated as the ACDBE Liaison Officer (ACDBELO) for Juneau International Airport. In that capacity, she 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.

The Juneau International Airport has published this policy statement on its website ([www.juneau.org/airport](http://www.juneau.org/airport)) and is available for review in the Airport Manager's office of the Juneau International Airport during normal business hours.

  
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Patricia deLaBruere, Airport Manager

12/11/13  
Date

## **SUBPART A – GENERAL REQUIREMENTS**

### **Section 23.1 Objectives**

The objectives of this program are to ensure nondiscrimination in award and administration of concession contracts at this airport in accordance with the rules of Federal grant assurance (49 CFR Part 23.1). The Policy Statement, above, details the Airports objective to fulfill the requirements of 49 CFR Part 23.

### **Section 23.3 Definitions**

The Airport will use terms in this program that have the meaning defined in 49 CFR Part 23, Section 23.3 and Part 26, Section 26.5, as follows:

*Administrator* means the Administrator of the Federal Aviation Administration (FAA).

*Affiliation* has the same meaning the term has in the Small Business Administration (SBA) regulations, 13 CFR part 121, except that the provisions of SBA regulations concerning affiliation in the context of joint ventures (13 CFR §121.103(f)) do not apply to this part.

(1) Except as otherwise provided in 13 CFR part 121, concerns are affiliates of each other when, either directly or indirectly:

(i) One concern controls or has the power to control the other; or

(ii) A third party or parties controls or has the power to control both; or

(iii) An identity of interest between or among parties exists such that affiliation may be found.

(2) In determining whether affiliation exists, it is necessary to consider all appropriate factors, including common ownership, common management, and contractual relationships. Affiliates must be considered together in determining whether a concern meets small business size criteria and the statutory cap on the participation of firms in the ACDBE program.

*Airport Concession Disadvantaged Business Enterprise (ACDBE)* means a concession that is a for-profit small business concern—

(1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

*Alaska Native Corporation (ANC)* means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act (43 U.S.C. 1601 *et seq.*)

*Car dealership* means an establishment primarily engaged in the retail sale of new and/or used automobiles. Car dealerships frequently maintain repair departments and carry stocks of replacement parts, tires, batteries, and automotive accessories. Such establishments also frequently sell pickup trucks and vans at retail. In the standard industrial classification system, car dealerships are categorized in NAICS code 441110.

*Concession* means one or more of the types of for-profit businesses listed in paragraph (1) or (2) of this definition:

(1) A business, located on an airport subject to this part, that is engaged in the sale of consumer goods or services to the public under an agreement with the recipient, another concessionaire, or the owner or lessee of a terminal, if other than the recipient.

(2) A business conducting one or more of the following covered activities, even if it does not maintain an office, store, or other business location on an airport subject to this part, as long as the activities take place on the airport: Management contracts and subcontracts, a web-based or other electronic business in a terminal or which passengers can access at the terminal, an advertising business that provides advertising displays or messages to the public on the airport, or a business that provides goods and services to concessionaires.

*Example to paragraph (2):* A supplier of goods or a management contractor maintains its office or primary place of business off the airport. However the supplier provides goods to a retail establishment in the airport; or the management contractor operates the parking facility on the airport. These businesses are considered concessions for purposes of this part.

(3) For purposes of this subpart, a business is not considered to be "located on the airport" solely because it picks up and/or delivers customers under a permit, license, or other agreement. For example, providers of taxi, limousine, car rental, or hotel services are not considered to be located on the airport just because they send shuttles onto airport grounds to pick up passengers or drop them off. A business is considered to be "located on the airport," however, if it has an on-airport facility. Such facilities include in the case of a taxi operator, a dispatcher; in the case of a limousine, a booth selling tickets to the public; in the case of a car rental company, a counter at which its services are sold to the public or a ready return facility; and in the case of a hotel operator, a hotel located anywhere on airport property.

(4) Any business meeting the definition of concession is covered by this subpart, regardless of the name given to the agreement with the recipient, concessionaire, or airport terminal owner or lessee. A concession may be operated under various types of agreements, including but not limited to the following:

(i) Leases.

(ii) Subleases.

(iii) Permits.

(iv) Contracts or subcontracts.

(v) Other instruments or arrangements.

(5) The conduct of an aeronautical activity is not considered a concession for purposes of this subpart. Aeronautical activities include scheduled and non-scheduled air carriers, air taxis, air charters, and air couriers, in their normal passenger or freight carrying capacities; fixed base operators; flight schools; recreational service providers (e.g., sky-diving, parachute-jumping, flying guides); and air tour services.

(6) Other examples of entities that do not meet the definition of a concession include flight kitchens and in-flight caterers servicing air carriers, government agencies, industrial plants, farm leases, individuals leasing hangar space, custodial and security contracts, telephone and electric service to the airport facility, holding companies, and skycap services under contract with an air carrier or airport.

*Compliance* means that a recipient has correctly implemented the requirements of this part.

*Concessionaire* means a firm that owns and controls a concession or a portion of a concession.

*Contract* means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For purposes of this part, a lease is considered to be a contract.

*Contractor* means one who participates, through a contract or subcontract (at any tier), in a DOT-assisted highway, transit, or airport program.

*Department (DOT)* means the U.S. Department of Transportation, including the Office of the Secretary and the Federal Aviation Administration (FAA).

*Direct ownership arrangement* means a joint venture, partnership, sublease, licensee, franchise, or other arrangement in which a firm owns and controls a concession.

*Disadvantaged business enterprise or DBE see Airport Concession Disadvantaged Business Enterprise (ACDBE)*

*DOT-assisted contract* means any contract between a recipient and a contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees, except a contract solely for the purchase of land.

*DOT/SBA Memorandum of Understanding or MOU*, refers to the agreement signed on November 23, 1999, between the Department of Transportation (DOT) and the Small Business Administration (SBA) streamlining certification procedures for participation in SBA's 8(a) Business Development (8(a) BD) and Small Disadvantaged Business (SDB) programs, and DOT's Disadvantaged Business Enterprise (DBE) program for small and disadvantaged businesses.

*Good faith efforts* means efforts to achieve an ACDBE goal or other requirement of this part that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to meet the program requirement.

*Immediate family member* means father, mother, husband, wife, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, or registered domestic partner.

*Indian tribe* means any Indian tribe, band, nation, or other organized group or community of Indians, including any ANC, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians, or is recognized as such by the State in which the tribe, band, nation, group, or community resides. See definition of "tribally-owned concern" in this section.

*Joint venture* means an association of an ACDBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the ACDBE is responsible for a distinct, clearly defined portion of the work of the contract and whose shares in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. Joint venture entities are not certified as ACDBEs.

*Large hub primary airport* means a commercial service airport that has a number of passenger boardings equal to at least one percent of all passenger boardings in the United States.

*Management contract or subcontract* means an agreement with a recipient or another management contractor under which a firm directs or operates one or more business activities, the assets of which are owned, leased, or otherwise controlled by the recipient. The managing agent generally receives, as compensation, a flat fee or a percentage of the gross receipts or profit from the business activity. For purposes of this subpart, the business activity operated or directed by the managing agent must be other than an aeronautical activity, be located at an

airport subject to this subpart, and be engaged in the sale of consumer goods or provision of services to the public.

*Material amendment* means a significant change to the basic rights or obligations of the parties to a concession agreement. Examples of material amendments include an extension to the term not provided for in the original agreement or a substantial increase in the scope of the concession privilege. Examples of nonmaterial amendments include a change in the name of the concessionaire or a change to the payment due dates.

*Medium hub primary airport* means a commercial service airport that has a number of passenger boardings equal to at least 0.25 percent of all passenger boardings in the United States but less than one percent of such passenger boardings.

*Native Hawaiian* means any individual whose ancestors were natives, prior to 1778, of the area that now comprises the State of Hawaii.

*Native Hawaiian Organization* means any community service organization serving Native Hawaiians in the State of Hawaii that is a not-for-profit organization chartered by the State of Hawaii, and is controlled by Native Hawaiians

*Noncompliance* means that a recipient has not correctly implemented the requirements of this part.

*Nonhub primary airport* means a commercial service airport that has more than 10,000 passenger boardings each year but less than 0.05 percent of all passenger boardings in the United States.

*Operating Administration* or *OA* means any of the following parts of DOT: the Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), and Federal Transit Administration (FTA). The "Administrator" of an operating administration includes his or her designees.

*Part 26* means 49 CFR part 26, the Department of Transportation's disadvantaged business enterprise regulation for DOT-assisted contracts.

*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 does not include the following: The individual's ownership interest in an ACDBE firm or a firm that is applying for ACDBE certification; the individual's equity in his or her primary place of residence; and 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. 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.

*Primary airport* means a commercial service airport that the Secretary determines to have more than 10,000 passengers enplaned annually.

*Primary industry classification* means the North American Industrial Classification System (NAICS) code designation that best describes the primary business of a firm. The NAICS Manual is available through the National Technical Information Service (NTIS) of the U.S. Department of Commerce (Springfield, VA, 22261). NTIS also makes materials available through its Web site (<http://www.ntis.gov/naics>).

*Primary recipient* means a recipient to which DOT financial assistance is extended through the programs of the FAA and which passes some or all of it on to another recipient.

*Principal place of business* means the business location where the individuals who manage the firm's day-to-day operations spend most working hours and where top management's business

records are kept. If the offices from which management is directed and where business records are kept are in different locations, the recipient will determine the principal place of business for ACDBE program purposes.

*Program* means any undertaking on a recipient's part to use DOT financial assistance, authorized by the laws to which this part applies.

*Race-conscious* means a measure or program that is focused specifically on assisting only ACDBEs, including women-owned ACDBEs. For the purposes of this part, race-conscious measures include gender-conscious measures.

*Race-neutral* means a measure or program that is, or can be, used to assist all small businesses, without making distinctions or classifications on the basis of race or gender.

*Recipient* is any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA, FHWA, or FTA, or who has applied for such assistance.

*Secretary* means the Secretary of Transportation or his/her designee.

*Set-aside* means a contracting practice restricting eligibility for the competitive award of a contract solely to ACDBE firms.

*Small Business Administration* or *SBA* means the United States Small Business Administration.

*Small business concern* means a for-profit business that does not exceed the size standards of §23.23 of this part.

*Small hub airport* means a publicly owned commercial service airport that has a number of passenger boardings equal to at least 0.05 percent of all passenger boardings in the United States but less than 0.25 percent of such passenger boardings.

*Socially and economically disadvantaged individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

(1) Any individual determined by a recipient to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) Women;

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

*Recipient* means any entity, public or private, to which DOT financial assistance is extended, whether directly or through another recipient, through the programs of the FAA.

*Tribally-owned concern* means any concern at least 51 percent owned by an Indian tribe as defined in this section.

*You* refers to a recipient, unless a statement in the text of this part or the context requires otherwise (*i.e.*, "You must do XYZ" means that recipients must do XYZ).

### **Section 23.5                      Applicability**

49 CFR Part 23 is applicable to any recipient of federal airport funds authorized for airport development after January 1988 that was authorized under Title 49 of the United States Code. The Airport is a primary airport and the sponsor of such federal funds; therefore is applicable.

### **Section 23.7                      Provisions Remain in Effect**

In 2010, and thereafter at the discretion of the Secretary, the Department will initiate a review of the ACDBE program to determine what, if any, modifications should be made to this part.

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

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

The 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 statement (1) 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 Airport will comply with and is subject to the provisions of 49 CFR Part 26 (§§ 26.101 and 26.105 through 26.107).

The 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 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.

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

The following enforcement actions apply to firms participating in the 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 49 CFR Part 29.
- (b) For a firm that, in order to meet ACDBE goals or other 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 49 CFR Part 29.
- (c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the FAA may consider the fact that a purported ACDBE has been certified. However, such certification does not preclude DOT from determining that the purported ACDBE, or another firm that has used or attempted to use it to meet ACDBE 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 Airport's ACDBE program or otherwise violates applicable Federal statutes.



### **Section 23.13 Department Guidance, Interpretations, Exemptions and Waivers**

Only guidance and interpretations (including interpretations set forth in certification appeal decisions) consistent with this Part 23 and issued after April 21, 2005 have definitive, binding effect in implementing the provisions of this part and constitute the official position of the Department of Transportation.

Written interpretations and guidance are valid and binding, and constitute the official position of the Department of Transportation, only if they are issued over the signature of the Secretary of Transportation or if they contain the following statement:

*The General Counsel of the Department of Transportation has reviewed this document and approved it as consistent with the language and intent of 49 CFR Part 23.*

The Airport may apply for an exemption from any provision of this part. To apply, the Airport must request the exemption in writing from the Office of the Secretary of Transportation or the FAA. The Secretary will grant the request only if it documents special or exceptional circumstances, not likely to be generally applicable, and not contemplated in connection with the rulemaking that established this part, that make compliance with a specific provision of this part impractical. The Airport must agree to take any steps that the Department specifies to comply with the intent of the provision from which an exemption is granted. The Secretary will issue a written response to all exemption requests.

The Airport can apply for a waiver of any provision of subpart B or D of this part including, but not limited to, any provisions regarding administrative requirements, overall goals, contract goals or good faith efforts. Program waivers are for the purpose of authorizing you to operate an ACDBE program that achieves the objectives of this part by means that may differ from one or more of the requirements of subpart B or D of this part. To receive a program waiver, the Airport must follow these procedures:

(1) The Airport must apply through the FAA. The application must include a specific program proposal and address how the Airport will meet the criteria of paragraph (d)(2) of this section. Before submitting the application, the Airport must have had public participation in developing your proposal, including consultation with the ACDBE community and at least one public hearing. The application must include a summary of the public participation process and the information gathered through it.

(2) The application must show that—

(i) There is a reasonable basis to conclude that the Airport could achieve a level of ACDBE participation consistent with the objectives of this part using different or innovative means other than those that are provided in subpart B or D of this part;

(ii) Conditions at the airport are appropriate for implementing the proposal;

(iii) The proposal would prevent discrimination against any individual or group in access to concession opportunities or other benefits of the program; and

(iv) The proposal is consistent with applicable law and FAA program requirements.

(3) The FAA Administrator has the authority to approve the application. If the Administrator grants the application, the Airport may administer the ACDBE program as provided in the proposal, subject to the following conditions:

(i) ACDBE eligibility is determined as provided in subpart C of this part, and ACDBE participation is counted as provided in §§23.53 through 23.55.

(ii) The level of ACDBE participation continues to be consistent with the objectives of this part;

(iii) There is a reasonable limitation on the duration of the modified program; and

(iv) Any other conditions the Administrator makes on the grant of the waiver.

(4) The Administrator may end a program waiver at any time and require the Airport to comply with this part's provisions. The Administrator may also extend the waiver, if he or she determines that all requirements of this section continue to be met. Any such extension shall be for no longer than period originally set for the duration of the program waiver.

## SUBPART B – ACDBE Programs

### Section 23.21 ACDBE Program Updates

Since the Airport is a non-hub primary airport it is required to have an ACDBE program. As a condition of eligibility for FAA financial assistance, the Airport will submit its ACDBE program and overall goals to FAA according to the following schedule:

Type of Airport	Initial Program and Goal Due	Second Goal Due	Subsequent Goals Due
Large/Medium Hub Primary	January 1, 2006	October 1, 2008	<b>Every 3 years on October 1</b>
Small Hub Primary	October 1, 2006	October 1, 2009	
<b>Nonhub Primary</b>	<b>October 1, 2007</b>	<b>October 1, 2010</b>	

The Airport is required to submit ACDBE program amendments to the FAA for approval prior to implementing the changes. Until a new or amended ACDBE program, or parts thereof, is submitted and approved by the Department, the Airport's current DBE/ACDBE shall remain in effect and implemented.

### Section 23.23 Administrative Provisions

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

**ACDBE Liaison Officer (ACDBELO):** We have designated the following individual as the Airport's ACDBELO:

Marc Cheatham  
Airport Manager's Office  
1873 Shell Simmons Dr., Suite 200  
Juneau, AK 99801  
(907) 789-7821  
Marc\_Cheatham@ci.juneau.ak.us

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

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE 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 concession contracts for compliance with this program.
3. Works with all departments 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 so that ACDBE goals are included in solicitations (both race-neutral methods and contract specific goals)

6. Analyzes Airport's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the Airport Manager on pertinent ACDBE matters and achievement.
9. Provides ACDBEs with information and assistance in preparing bids, obtaining bonding, financing, and insurance.
10. Participates in ACDBE training seminars, as budget and Travel and Training Program allows.
11. Refer to the Directory of ACDBE participants for specific concessions during bid and proposal times. Those participants listed in the State of Alaska DBE for a particular airport concession will be placed on the plan holder list for bidding.

**Directory:** The Airport has the most up-to-date access to the Directory through the State of Alaska Uniform Certification Program (UCP). The Directory identifies all firms eligible to participate as 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 a DBE. The UCP revises the Directory annually. The most current Directory for the State of Alaska is available at: <http://www.dot.state.ak.us/cvlrts/directory.shtml> then click on the link **AUCP DBE Directory Part 2 – DBE Firms**.

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

The Airport will take the following measures to ensure nondiscriminatory participation of ACDBEs in concession, and other covered activities (23.25(a)):

1. Eligible ACDBE participants, as listed in the State of Alaska's Directory (UCP), shall be added to the applicable plan holder list for Airport concession proposals and bids.
2. Plan holders for prospective bids/proposals who may be ACDBE eligible, will be encouraged to sign up as ACDBE firms.
3. A notarized statement of Non-discrimination and certification as a qualified DBE (and DBE type) is required for Airport concessions program. Prospective as well as current ACDBE are required to submit **Attachment 2 Statement of Non-discrimination and DBE Certification**.

The Airport will promote ACDBE participation in all types of concession activities.

The 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. (See Section 23.51 of this program).

Goal setting for ACDBE participation is found in Subsection D.

Race-Neutral measures to ensure the Airport meets its goals in ACDBE participation include:

1. Identify ACDBE and other small business who may be interested in participating in airport concessions;
2. Notifying interested or listed ACDBE's of concession opportunities;
3. Ensuring ACDBE goals, certification and participation are clearly outlined in all concession bid and request for proposals (RFP) packets. This includes discussion of DBE participation during pre-solicitation meeting;
4. Provide potential DBE candidates the information and direction to certify or list themselves on the State DBE Directory;

If the Airport projects that race-neutral measures, standing alone, are not sufficient to meet an overall goal, it will use race-conscious measures as follows:

1. Establish concession-specific goals. This includes subcontracts of a specific concession, or concessionaire that purchases of goods and services by a concessionaire to meet the goal (for example a gift shop concession that purchases native artwork, crafts or goods, so long as the provider of goods meets the criteria of the DBE) or makes good faith efforts to do so;
2. Negotiate with a potential (new contract) concessionaire, to include ACDBE participation and set goals within the contract.

### **Section 23.27 Reporting**

The Airport will retain sufficient basic information about its ACDBE program implementation, ACDBE certification and the award and performance of agreements and contracts to enable the FAA to determine 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.

By March 1 of each year, the Airport will submit to the FAA Regional Civil Rights Office, an annual ACDBE participation report on the form in **Attachment 3 Uniform Report of ACDBE Participation** (Appendix A to 49 CFR Part 23).

At such time that a concessionaire's DBE status has changed (net worth or business size) and they need to be removed from the eligibility list, the Airport will continue to count the concessionaire's participation toward DBE for the remainder of the current concession agreement. The Airport will not count participation for the concessionaire during any contract renewals or extensions.

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

The Airport will ensure monitoring and enforcement mechanisms are in place and in compliance with 49 CFR Part 23. **Attachment 4 Monitoring and Enforcement Mechanisms**, contains the provisions which shall be written into concession agreements that become effective after the implementation date of this program.

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

### **Section 23.31 Certification Standards and Procedures to Certify ACDBEs.**

The Airport will adhere to the procedures and standards of Part 26, except as provided in 23.31, for certification of ACDBEs to participate in its concession programs. Certification standard decisions will be made by the Unified Certification Program (UCP) in the State of Alaska.

The State of Alaska UCP's directory of eligible DBEs will specify whether a firm is certified as a DBE for purposes of Part 26, and ACDBE for purposes of part 23, or both. Airport concession firms will be required to submit **Attachment 2 Statement of Non-discrimination and DBE Certification** prior to be counted in the overall goal program for ACDBE.

### **Section 23.33 Size Standards for Determining ACDBE Eligibility.**

The Airport will regard 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. The standard size for banks and other financial institutions is \$1 billion in assets, for car rental companies it is \$75.23 million average annual gross receipts over the firm's three previous fiscal years, and pay telephone companies the standard is 1,500 employees.

### **Section 23.35 Personal Net Worth Standards for Disadvantaged Owners of ACDBEs.**

The personal net worth standard used in determining eligibility for purposes of part 23 is \$1.32 million. 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). We recognize that in calculating personal net worth, the following exclusions apply:

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, to a maximum of \$3 million.

### **Section 23.37 Part 26 Eligible Firms**

Airport may presume that a firm that is certified as a DBE under part 26 is eligible to participate as an ACDBE. However, the Airport 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 the Airport's concessions program. The Airport is not obligated to certify a part 26 DBE as an ACDBE if the firm does not do work relevant to our concessions program.

### **Section 23.39 Other Certification Requirements**

Provisions of part 26, sections 26.83(c) (2-6) do not apply to certifications for purposes of part 23.

The Airport must review the affidavit, as required of 26.83, and ensure that the ACDBE firm meets the applicable size standard in 23.33.

For the purposes of the section, the 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. The eligibility of Alaska Native Corporations (ANC) owned firms for purposes of part 23 is governed by part 26 section 26.73(h).

Certification standards of part 23 will be used to determine the ACDBE eligibility of firms that provide goods and services to concessionaires.

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, the Airport may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. The Airport 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.

When a UCP is established in a state, the UCP rather than the individual recipient certifies firms for the ACDBE concession program. Concessionaires may file for DBE status using the Uniform Certification Application Form found in Appendix F to part 26 and as outlined in this section.

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

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

The 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 Airport will review the goals annually to make sure the goal continues to fit the Airport's circumstances. The sponsor 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, the Airport will not need to 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, the Airport will not need to submit an overall goal for concessions other than car rentals. "Revenue" means total revenue generated by concessions, not the fees received by the airport from concessionaires.

The 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 Airport will publicly announce and hold an open meeting to invite stakeholders during each concession bidding process at the Airport. Stakeholders will include, but not limited to, minority and women's business groups, community organization, 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 business, the effects of discrimination on opportunities for ACDBEs, and the recipient's efforts to increase participation of ACDBEs.

When submitting its overall goals, the Airport will identify any stakeholders that attended the meeting and consulted with, and provide a summary of the information obtained from the stakeholders.

### **Section 23.45 Overall Goals**

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

Type of Airport	Initial Goal Due	Second Goal Due	Subsequent Goals Due
Large/Medium Hub Primary	January 1, 2006	October 1, 2008	<b>Every 3 years on October 1</b>
Small Hub Primary	October 1, 2006	October 1, 2009	
<b>Nonhub Primary</b>	<b>October 1, 2007</b>	<b>October 1, 2010</b>	

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 Airport will submit an appropriate adjustment to its overall goal to FAA for approval at least six months before executing the new concession agreement.

The 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)

### **Section 23.47 Base Goal for Airport Concessions Other than Car Rentals**

**Attachment 5 Overall Goal Calculation for Concessions Other Than Car Rentals** outlines the Airport’s goals, methodology and calculations used for the overall goal for airport concessions other than car rentals.

### **Section 23.49 Base Goal for Airport Car Rental Concessions**

**Attachment 6 Overall Goal Calculation for Car Rentals Concessions** outlines the Airport’s goals, methodology and calculations used for the overall goal for airport car rentals concessions.

### **Section 23.51 Overall Goals Calculated**

#### **Concession Specific Goals**

The Airport will use concession specific goals to meet any portion of the overall goals the Airport 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.

The Airport will establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. The Airport will include language in their concession bids and proposals which 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.

The Airport need not establish a concession specific goal on every 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 Airport will calculate the goal as a percentage of the total estimated annual gross receipts from the concession. Certification as a DBE is required during the bid/proposal process. **Attachment 2 Statement of Non-discrimination and DBE Certification** is part of the bid/RFP concession packet and required to be submitted as part of the bid/proposal packets. A concessionaire may qualify as DBE after contract award and submit form thereafter for the airport to count toward their overall goal.

If the concession specific goal applies to subcontracts or purchases and/or leases of goods and services, the 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))

Calculations of overall goals are outlined in 49 CFR Section 23.47-23.49. Concession goal participation must be demonstrated through evidence of available ready, willing and able ACDBEs relative to the respective concession business and geographical feasibility. The goal setting calculation is based on the two-step process.

Step 1: Determine base of available ACDBE through:

- (1) DBE Directories and Census Bureau Data,
- (2) Active Participant List,
- (3) Disparity Study from valid study/data of reputable firm, or
- (4) Goal of another Airport or DOT recipient in the same market or substantially similar in goals and airport structure.

Step 2: Adjust the base goal as necessary to determine final goal percentage through:

- (1) Current concession capacity (number of concessions available to perform work in the area; concentration of concession market or lack thereof)
- (2) Adjustments to employment in the area, necessary education, training and availability of employees in the field
- (3) Financial backing, bonding and insurance requirements of the City that may not be feasible based on the type of concession (e.g. Contract Security may require substantial bonding that a small business cannot obtain/meet, but must meet City requirements due to insurance)
- (4) Consideration for growth and competition that may stretch the limits of some companies ability to perform the contract
- (5) Geographic constraints and limitations; and accessibility
- (6) Other measures as outlined in 23.51 (d) or as approved by the FAA.

### **Good Faith Efforts on Concession Specific Goals**

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. 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 Airport's concession specific goals:

#### Demonstration of good faith efforts

During the concession procurement process, the concessionaire may demonstrate their good faith effort. The proposer may commit to ACDBE either as themselves or through subcontracts, vendors, etc. The proposer would demonstrate their good faith in ACDBE commitment by completing **Attachment 7 Demonstration of Good Faith Efforts – ACDBE Utilization.**

If the concession proposer intends to utilize DBE firms in any part of their concession contract, the proposer will submit the name(s) of each qualified DBE company by completing **Attachment 8 ACDBE Demonstration of Good Faith Effort Letter of Intent.** A separate form for each company that qualifies as a DBE shall be submitted with their proposal, or at any such time during the concession contract that the concessionaire subcontract or does business with a qualified DBE.

In the absence of a concessionaire who has not met the concession specific goal, they may document sufficient good faith efforts to be regarded as responsive<sup>1</sup>.

#### Information to be submitted

The Airport treats bidder/offeror's compliance with good faith effort requirements as a matter of responsiveness. These Demonstration of Good Faith Effort forms (**Attachments 7 & 8**) are part of the bid/RFP document packets and are required to be submitted with the bid/proposal prior to bid/RFP closure date in order for the bid/proposal to be considered 'responsive'.

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

1. The names and addresses of ACDBE firms or ACDBE suppliers of goods and services 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/supplier 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.

#### Administrative reconsideration

Within 14 days of being informed by the 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 ACDBELO.

As part of this reconsideration, the concessionaire 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 concessionaire will have the opportunity to meet in person with the ACDBELO to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The Airport will send the concessionaire a written decision on reconsideration, explaining the basis for finding that the concessionaire 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

The Airport will make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with a certified ACDBE, to the extent needed to meet the concession specific goal.

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<sup>1</sup> When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder/offeror must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the concessionaire assigns (or sells holdings) to another firm, the Airport will require the concessionaire to obtain Airport approval prior to the substitute ACDBE concessionaire. Concessionaire shall make good faith efforts to replace their concession holdings with an ACDBE firm.

If the concessionaire fails or refuses to comply with this effort, CBJ contracting office will withhold payments or assess fees against concessionaire's bond (expense concessionaire) 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 Juneau International 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. 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 subcontractors 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 participant; (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**

The Airport will count Rental Car ACDBE participation toward overall goals as provided in 49 CFR 23.53. Only that portion of the Rental Car dollars that falls under the rules of ACDBE of this section and as outlined in this program will be included in the ACDBE goal. The remaining dollars that fall outside of the ACDBE are only part of the gross sales.

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

The Airport will count Other ACDBE participation toward overall goals other than car rental as provided in 49 CFR 23.55. Only that portion of the Other concession dollars that fall under the rules of ACDBE of this section and as outlined in this program will be included in the ACDBE goal. The remaining dollars that fall outside of the ACDBE are only part of the gross sales.

**Section 23.57 Airports that fall short of their Overall Goal**

The Airport will not be penalized or considered non-compliant simply because they have not met their overall goal. Penalties and non-compliance may occur only if an Airport fails to administer an ACDBE program in good faith. If an Airport falls short of its overall ACDBE goals, the FAA may

require a statement explaining the reason(s) why the airport was unable to meet their goal. The FAA may allow adjustments or changes to the airport goals based on circumstances. Remedial measures may need to be implemented.

**Section 23.59 ACDBE Statute Goal at 10 Percent**

The national level goal for ACDBE participation is not less than 10 percent. An airport may have higher goals, but not less than the statute authorizing the program.

**Section 23.61 Quotas or Set-asides**

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

## **SUBPART E – OTHER PROVISIONS**

### **Section 23.71 Existing Agreements**

The Airport is not required to modify or abrogate existing concession agreements during its term. When an extension or option to renew an existing agreement is exercised, or when a material amendment is made, the Airport will assess the potential for ACDBE participation, and may use any means authorized by Part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

### **Section 23.73 Privately-Owned or Leased Terminal Buildings**

This section does not currently apply to Juneau International Airport. Should the Airport lease out the building in its entirety to another entity, the Airport shall ensure that the same requirements of Part 23 ACDBE program will be transferred so long as the Airport remains a primary airport.

### **Section 23.75 Long-Term Exclusive Agreements**

The Airport may only enter into a long-term exclusive agreement for concessions under the following conditions:

1. Special local circumstances exist that make it important to enter such agreement, and
2. FAA Regional Civil Rights Office approves the Airport's plan for meeting the standard:
  - a) The plan must describe the special local circumstances that warrant a long-term exclusive agreement,
  - b) A copy of the lease, and any sublease conditions, for the concession must be submitted to the FAA Regional Civil Rights Office. The lease must include language or reference to the provision in 49 CFR 23.75 ((c)(2)(i – iii))

A long-term agreement is one having a term longer than 5 years. An “exclusive” agreement is one in which an entire category of a particular business opportunity is limited to a single business entity.

### **Section 23.77 State and Local Laws**

The Airport shall inform the FAA Regional Civil Rights Office of any State and/or local law, regulation, policy or condition which conflicts with the requirement of this part. The Airport is required to follow the City and Borough of Juneau Purchasing ordinance with regard concession contracts and procurement (CBJ 53.50).

### **Section 23.79 Geographic Preferences**

The Airport will not use “local geographic preference”. Local ACDBE will not have an advantage over ACDBEs from other places in obtaining business as, or with, a concession at this airport. However, CBJ Purchasing Ordinance 53.50 requires “local preference” points of 5% of the bid/proposal total be awarded during the assessment of competitive bids. This preference is not linked with ACDBE, rather local City registered businesses in general, in order to promote local goods, services and economy.

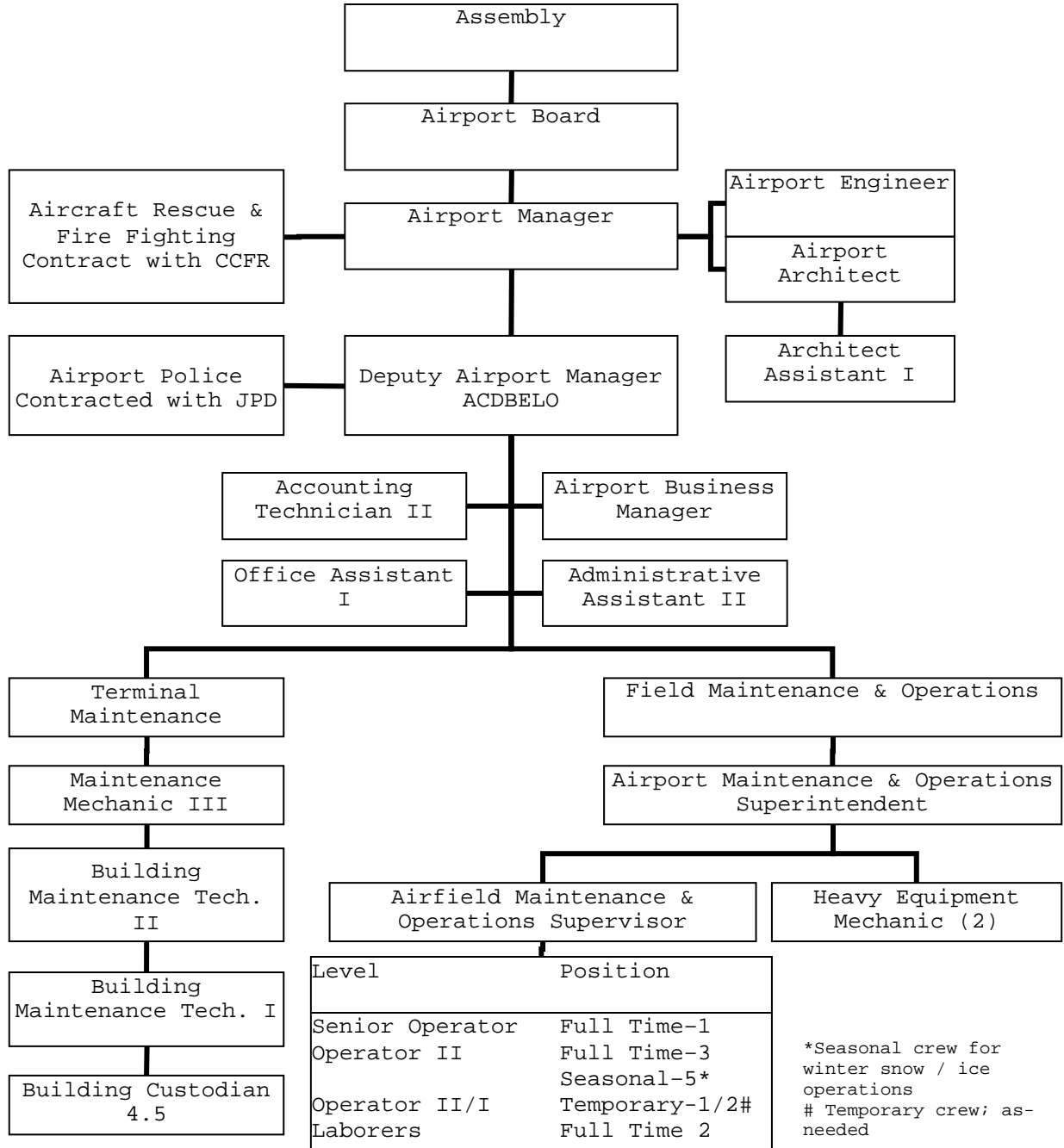
For reference purposes, **Attachment 9: 49 CFR Part 23 Regulation**, is included as an attachment to this program.

## **ATTACHMENTS**

Attachment 1	Organizational Chart
Attachment 2	Statement of Non-discrimination and DBE Certification
Attachment 3	Uniform Report of ACDBE Participation
Attachment 4	Monitoring and Enforcement Mechanisms
Attachment 5	Overall Goal Calculation for Concessions Other Than Car Rentals
Attachment 6	Overall Goal Calculation for Car Rentals Concessions
Attachment 7	Demonstration of Good Faith Efforts – ACDBE Utilization
Attachment 8	ACDBE Demonstration of Good Faith Effort Letter of Intent

**Attachment 1**

**Juneau International Airport  
Organizational Chart**





**Attachment 2**

**JUNEAU INTERNATIONAL AIRPORT  
STATEMENT OF NON-DISCRIMINATION  
AND DISADVANTAGE BUSINESS ENTERPRISE (DBE) CERTIFICATION**

This company, contractor, or subcontractor agrees to refrain from discrimination in terms and conditions of employment on the basis of race, color, religion, sex, or national origin and agrees to take affirmative action as required by Federal Statutes and Rules and Regulations issued pursuant thereto in order to maintain and insure nondiscriminatory employment practices.

This Company/Contractor/Subcontractor does hereby affirm through self-certification that its business qualifies as a Disadvantage Business Enterprise (DBE) as a:

- Small Business Concern
- Women-Owned Enterprise
- Minority Owned Enterprise
- Subcontinent Asian (Asian-Indian) American
- Asian-Pacific American
- Black American
- Hispanic American
- Native American
- Does not qualify as a DBE

\_\_\_\_\_, being duly sworn, deposes and says that he/she is the duly authorized representative of \_\_\_\_\_, (Proposer), and that all statements contained herein are true and correct.

Subscribed and sworn to before me, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_)  
Judicial District/County )  
) ss  
State of \_\_\_\_\_ )

(seal)

\_\_\_\_\_  
Notary for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**(This Page MUST Be Submitted With Your Bid/Proposal)**

Attachment 3

Uniform Report of ACDBE Participation

**UNIFORM REPORT OF ACDBE PARTICIPATION**

\*\*Please refer to the Instructions sheet for directions on filling out this form\*\*

DDOFF 306 DDOFF 309

1. Name and address of Recipient: \_\_\_\_\_

2. Contact Information: Preparer's Name: \_\_\_\_\_ Phone No. ( ) \_\_\_\_\_ Fax No. ( ) \_\_\_\_\_

3a. Federal fiscal year in which reporting period falls: \_\_\_\_\_ (Oct. 1, \_\_\_\_\_ to Sep. 30, \_\_\_\_\_) 3b. Date This Report Submitted: \_\_\_\_\_ % 3c. Report due March 1

4. Current Non-Car Rental ACDBE Goal: \_\_\_\_\_ % Race Conscious Goal \_\_\_\_\_ % Race Neutral Goal \_\_\_\_\_ % ACDBE OVERALL Goal \_\_\_\_\_ %

	A	B	C	D	E	F	G
	Total Dollars (Everyone)	Total Number (Everyone)	Total to ACDBEs (dollars) [E+F]	Total to ACDBEs (number)	Total to ACDBEs - Race Conscious (dollars)	Total to ACDBEs - Race Neutral (dollars)	Percentage of total dollars to ACDBEs [C/A]
<b>5. NON-CAR RENTAL CUMULATIVE ACDBE PARTICIPATION</b>							
Prime Concessions							
Subconcessions							
Management Contracts							
Goods and Services							
Total Non-Car Rental Cumulative ACDBE Participation							
<b>6. NON-CAR RENTAL NEW ACDBE PARTICIPATION THIS PERIOD</b>							
Prime Concessions							
Subconcessions							
Management Contracts							
Goods and Services							
Total Non-Car Rental New ACDBE Participation							
<b>7. Current Car Rental ACDBE Goal:</b>							
<b>8. CAR RENTAL CUMULATIVE ACDBE PARTICIPATION</b>							
Prime Concessions							
Subconcessions							
Goods and Services							
Total Car Rental Cumulative ACDBE Participation							

7. Current Car Rental ACDBE Goal: \_\_\_\_\_ % Race Conscious Goal \_\_\_\_\_ % Race Neutral Goal \_\_\_\_\_ % ACDBE OVERALL Goal \_\_\_\_\_ %

8. CAR RENTAL CUMULATIVE ACDBE PARTICIPATION

Prime Concessions

Subconcessions

Goods and Services

Total Car Rental Cumulative ACDBE Participation

DRAFT 3/06		A	B	C	D	E	F	G
9. CAR RENTAL NEW ACDBE PARTICIPATION THIS PERIOD		Total Dollars (Everyone)	Total Number (Everyone)	Total to ACDBEs (dollars) (E+F)	Total to ACDBEs (number)	Total to ACDBEs - Race Conscious (dollars)	Total to ACDBEs - Race Neutral (dollars)	Percentage of total dollars to ACDBEs (C/A)
Prime Concessions								
Subconcessions								
Goods and Services								
Total Car Rental New ACDBE Participation This Period								

10. CUMULATIVE ACDBE PARTICIPATION BY RACE/GENDER		A	B	C	D	E	F	G
		Black Americans (numbers & dollars)	Hispanic Americans (numbers & dollars)	Asian-Pacific Americans (numbers & dollars)	Asian - Indian Americans (numbers & dollars)	Native Americans (numbers & dollars)	Non-Minority Women (numbers & dollars)	Other (i.e. not of any other group listed here) (numbers & dollars)
Car Rental								
Non-Car Rental								
Total Cumulative ACDBE Participation by Race/Gender								

11. For each ACDBE firm that is participating, please fill out the attached Report of Certified ACDBE Firm or list the following information for each ACDBE firm participating in your program during the period of this report: (1) Firm name; (2) Type of business; (3) Beginning and expiration dates of agreement; including options to renew; (4) Dates that material amendments have been or will be made to agreement (if known); and (5) Estimated gross receipts for the firm during this reporting period.

## **Attachment 4**

### **Monitoring and Enforcement Mechanisms**

The following language shall be included in the Airport's concession contracts for ACDBE compliance.

*ACDBE Monitoring and Enforcement Mechanisms:*

*The Airport will ensure monitoring and enforcement mechanisms are in place and in compliance with 49 CFR Part 23. Concessionaire and its subcontractor(s) shall be subject to monitoring and enforcement as follows:*

- 1. The Airport has the right to investigate concessionaire and its subcontractor(s) for ACDBE compliance.*
- 2. The Airport will report to the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the ACDBE 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.*
- 3. The Airport will take action under its own legal authorities, including responsibility determinations in future contracts for false, fraudulent or dishonest conduct with regard to the ACDBE program.*
- 4. The Airport may cancel or suspend the concession agreement if the concessionaire is not in compliance with the ACDBE program or its certification.*

*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 26*
- 2. Enforcement action pursuant to 49 CFR part 31*
- 3. Prosecution pursuant to 18 USC 1001.*

## Attachment 5

### Juneau International Airport Overall Goal Calculation for Concessions Other Than Car Rentals *(required for gross receipts in excess of \$200,000)*

The Airport's overall goal for concessions other than car rental (i.e. non-car rental) during the period October 1, 2013, through September 30, 2016, is: **5.10%** of the total gross receipts for concessions at Juneau International Airport.

The following are not included in the total gross receipts for concessions: (a) the gross receipts of car rental operations, (b) the dollar amount of a management contract or subcontract with a non-ACDBE, (c) the gross receipts of business activities to which a management contract or subcontract with a non-ACDBE pertains, and (d) any portion of a firm's estimated gross receipts that will not be generated from a concession.

If a new concessionaire opportunity arises prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be \$200,000.00 or greater, Juneau International Airport will submit an appropriate adjustment to the overall goal. This will be submitted to FAA for approval at least 6 months before executing the new concessionaire agreement.

The Airport has determined that its market area is the entire **state of Alaska**. This is the geographical area in which the substantial majority of firms which seek to do concessions business with the airport are located and the geographical area in which the firms receive a substantial majority of concessions related revenues are located.

#### **Projected Concessions Opportunities: October 1, 2013 through September 30, 2016**

Concessions revenue opportunities for the three year period are based upon the expenditures by the non-car rental concessions at the airport for the previous three fiscal years. The table below describes the expenditures of non-car rental concessions for that period.

**Table 1: Gross Receipts for Non-Car Rental Concessionaires for FY 2011-2013**

Fiscal Year	Non-Car Rental Concessionaires
FY 2011	\$2,031,020.97
FY 2012	\$2,111,631.57
FY 2013	\$2,201,202.91
Total	\$6,343,855.45

Based on the information provided in the table above, the total gross receipts for the preceding three year period for non-car rental concessionaires is \$6,343,855.45. The Airport will be losing one of the main non-car rental concessionaires starting January 1, 2014 and expect the non-car rental concession gross revenue to drop for the next 3 plus years.

#### **Methodology used to Calculate Overall Goal**

##### Goods and Services

The Airport can meet the percentage goal by including the purchase from ACDBEs of goods and services used in businesses conducted at the Airport. The Airport and the businesses at the Airport shall make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises. The dollar value from purchases of goods and services from

ACDBEs may be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBEs and non-ACDBEs) may be added to the denominator.

#### Management Contract or Subcontract

The Airport can meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. The Airport and the businesses at the Airport will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBEs in airport concessions (both the numerator and the denominator) and to the base from which the Airport's percentage goal is calculated. However, the dollar amount of a management contract or subcontract with a non-ACDBE and the gross revenue of business activities to which the management contract or subcontract pertains will not be added to this base in either the numerator or denominator.

#### Step 1:

The Airport determined the base figure for the relative availability of ACDBEs (other than car rentals). The base figure was calculated as follows:

The Airport determined step 1 ACDBE Base Figure by dividing the number of ACDBE firms (that are the same type of firm located at the airport) by the total number of firms available to determine the relative availability of ACDBEs for each concession type. The relative availability was then multiplied by the non-car rental concessions percentage of estimated gross receipts, for FY 2011-2013, to determine the weighted availability of ACDBEs in the Airport's market area. This is shown on Table 2: Base Figure of the Relative Availability of ACDBEs (Non-Car Rental).

**Table 2: Base Figure of the Relative Availability of ACDBEs (Non-Car Rental)**

Concession Activity	NAICS Codes	ACDBE Firms	All Firms	Relative Availability	Percentage of Estimated Gross Receipts	Weighted Availability
Advertising	54181	5	21	23.8%	5.11%	1.22%
Food & Beverage	722110, 722410	1	703	0.1%	43.59%	0.06%
Vending	454210, 424410	2	21	9.5%	5.47%	0.52%
Banking	522110	0	143	0.0%	0.04%	0.00%
Parking	81293	1	8	12.5%	25.91%	1.78%
Luggage Carts	812990	0	14	0.0%	0.74%	0.00%
Retail	452990	0	66	0.0%	19.14%	0.00%
Other Services	561790	4	43	9.3%	.70%	.07%
				<b>Weighted Base Figure</b>	<b>=</b>	<b>5.10%</b>

Sources:

1. U.S. Department of Commerce, 2011 Census Bureau. November 2013. County Business Pattern. Available from <http://censtats.census.gov/cgi-bin/cbpnaic/cbpsect.pl>
2. Alaska Department of Transportation and Public Facilities, Civil Rights Office. November 2013. Alaska Unified Certification Program Disadvantaged Business Enterprise Directory
3. State of Alaska, Department of Commerce, Community, and Economic Development. July 2012. Corporation, Business and Professional Licensing. Available from <http://www.commerce.state.ak.us/CBP/Main/CBPLSearch.aspx?mode=BL>

The base figure for overall goal for non-car rental concessions is: **5.10 %**

**Step 2:**

After calculating a base figure of the relative availability of ACDBEs, the Airport determined whether or not the base figure needed to be adjusted in order to arrive at the overall goal. The Airport concluded that an adjustment was needed based on (1) ACDBE past participation and (2) the number of certified ACDBEs in the state. Table 3 demonstrates ACDBE past participation from FY 2011 - FY 2013.

**Table 3: Juneau International Airport ACDBE Accomplishments for FY 2011 – FY 2013**

Fiscal Year	ACDBE goal	ACDBE revenue	ACDBE revenue percentage	Total revenue
FY 2011	3.97%	\$101,730.85	5.01%	\$2,031,020.97
FY 2012	3.97%	\$128,981.76	6.11%	\$2,111,631.57
FY 2013	3.97%	\$93,458.78	4.25%	\$2,201,202.91
Total		\$324,171.39		\$6,343,855.45
				$\$324,171.39/\$6,343,855.45 = 5.11\%$

The ACDBE accomplishment for the previous three-year reporting period as shown above is 5.11%, compared to step 1 DBE base figure for the airport of 5.10%. The Airport is currently meeting the DBE base figure, and will not need to adjust

**Breakout of Estimate Race-Neutral & Race Conscious Participation**

The Airport will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating ACDBE participation. The Airport uses the following race-neutral measures to increase ACDBE participation. We understand that we will be expected to actually take these steps, and this is not merely a paper exercise.

1. Locating and identifying ACDBEs and other small businesses who may be interested in participation as concessionaires under 49 CFR 23;
2. Notifying ACDBEs of concession opportunities and encourage them to complete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations, such as inability to obtain bonding or financing;
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meeting about how the Airport's ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
7. Establishing a business development program; technical assistance program or taking other steps to foster ACDBE participation in concessions.

The Airport estimates that, in meeting our overall goal of 5.10%, we will obtain 5.10% from race neutral participation and 0% through race-conscious measures.

## Attachment 6

### Overall Goal Calculation for Car Rentals Concessions

The Airport's overall goal for car rental concessionaires during the period beginning October 1, 2013, and ending September 30, 2015, is the following: .13% of the total gross receipts of car rental concessions at Juneau International Airport.

#### **Projected Concessions Opportunities: October 1, 2013 through September 30, 2016**

Concessions revenue opportunities for the three year period are based upon the expenditures by the car rental concessions at the airport for the previous three fiscal years. The table below describes the expenditures of car rental concessions for that period.

**Table 4: Gross Receipts for Car Rental Concessionaires for FY 2011-2013**

Fiscal Year	Car Rental Concessionaires
FY 2011	\$3,210,764.65
FY 2012	\$3,429,610.42
FY 2013	\$3,552,653.47
Total	\$10,193,028.54

Based on the information provided in the table above, the total gross receipts for the preceding three year period for car rental concessionaires is \$10,193,028.54. This is base number was multiplied by 1.0% expected growth per year in car rental concessions revenue at the airport over the next three years for a total car rental concessions base of \$10,294,958.83.

#### **Goal Methodology: Summary**

Due to the size of administrative staff and work load, the car rental lease agreements have not been updated to include ACDBE participation. However, the Juneau International Airport, to adhere to Part 23, has requested from airport car rental concessionaires any ACDBE information they could provide. From received reports from car rental concessionaires, there is 0% participation in goods and services in the Airport's market area.

Market area is defined by the geographical area in which the substantial majority of firms which seek to do concessions business with the Airport is located and the geographical area in which the firms which receive the substantial majority of concessions-related revenues are located. The Airport determined that its market area is the state of Alaska.

To show the limited amount of DBE businesses providing goods and services in the car rental concessions market area, the Airport researched probable goods and services providers that car rental concessionaires would procure. This is shown on Table 5: Determination of Relative Availability of ACDBEs (Car Rental Concessionaires).



**Table 5: Determination of Relative Availability of ACDBEs (Car Rental Concessionaires)**

Concession Type	NAICS Code	ACDBE Firms	All Firms	Relative Availability of ACDBEs
Printing	32311	0	40	
Automotive Parts and Accessories	441210	0	7	
Tire Dealers	441320	0	35	
Motor Vehicle Towing	48810	0	19	
Insurance Agencies and Brokerages	524210	1	207	
Office of Certified Accountant	541211	1	122	
Temporary Help Services	561230	0	34	
Locksmiths	561622	0	14	
General Auto Repair	811111	0	169	
Automotive Body, Paint, and Interior Repair and Maintenance	811121	0	53	
Automotive Glass Replacement	811122	0	20	
Automotive Oil Changes and Lubrication	811191	0	13	
Car Wash	811192	0	26	
Totals		2	759	.26%

Sources:

1. U.S. Department of Commerce, 2011 Census Bureau. November 2013. County Business Pattern. Available from <http://censtats.census.gov/cgi-bin/cbpnaic/cbpsect.pl>
2. Alaska Department of Transportation and Public Facilities, Civil Rights Office. November 2013. Alaska Unified Certification Program Disadvantaged Business Enterprise Directory

As shown above, the total probable ACDBE firms in the market area are 2 out of 759, with a relative availability of .26%. Even with a low relative availability or base goal, the probability of car rental concessionaires choosing the 1 DBE Insurance Agency out of 207 and /or 1 DBE Certified Accountant out of 122 is low. To reach a goal of .26%, the car rental concessionaires would have to spend \$26,503. This is shown on Table 6: Car Rental Concessions Revenue FY 2011-2013 and ACDBE Accomplishments Needed to Reach Relative Availability.

**Table 6: Car Rental Concessions Revenue FY 2011-2013 and ACDBE Accomplishments Needed to Reach Relative Availability.**

Fiscal Year	Total Revenue	Probable Relative Availability	Procurement Expenses Needed to Reach Probable Relative Availability
FY 2011	\$3,210,764.65	.26%	\$8,348
FY 2012	\$3,429,610.42	.26%	\$8,917
FY 2013	\$3,552,653.47	.26%	\$9,237
Total	\$10,193,028.54		\$26,502

As shown above, for car rental concessionaires to reach the projected relative availability of .26%, the car rental concessionaires would had to have spent \$26,502 in procurement expenses with the 2 available DBE in the market area within FY 2011-2013.

In order for the Airport to reach a set ACDBE goal for car rental concessionaires, the Airport will amend current car rental concessionaire lease agreements to include ACDBE participation and take the probable relative availability of .26% and divide it in half for a final goal of .13%, making a realistic goal for the car rental concessionaires to meet. The Airport will try to meet the overall goal of .13%, through .13% race neutral participation and 0% through race conscious measures.

**Attachment 7**

**JUNEAU INTERNATIONAL AIRPORT  
DEMONSTRATION OF GOOD FAITH EFFORTS  
AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)  
UTILIZATION**

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

\_\_\_\_\_ The proposer is committed to a minimum of \_\_\_\_\_ % ACDBE utilization on this contract and submitted documentation demonstrating good faith efforts. **(Fill out Form 3)**

\_\_\_\_\_ The proposer will not be subcontracting or utilizing third party vendors in relation to this contract, therefore cannot commit to ACDBE utilization on this contract.

Name of proposer's firm: \_\_\_\_\_

State Registration No. \_\_\_\_\_

By \_\_\_\_\_  
Name Title

\_\_\_\_\_  
Signature Date

**(This Page MUST Be Submitted With Your Bid/Proposal)**

Attachment 8

JUNEAU INTERNATIONAL AIRPORT  
AIRPORT CONCESSION DISADVANTAGE BUSINESS ENTERPRISE (ACDBE)  
DEMONSTRATION OF GOOD FAITH EFFORT LETTER OF INTENT

*If no ACDBE firm will be used in the course of the concession, return the page stating "NONE WILL BE USED" and sign.*

Name of proposer firm: \_\_\_\_\_

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

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

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

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

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

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

Description of work to be performed by ACDBE firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The proposer is committed to utilizing the above-named ACDBE firm for the work described above. The estimated dollar value of this work is \$ \_\_\_\_\_ *annually/monthly/one-time (circle one)*.

**Affirmation**

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

By \_\_\_\_\_ (Proposer Signature) \_\_\_\_\_ (Title) \_\_\_\_\_ (Date)

**If the proposer 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.)*