



Chippewa Valley

REGIONAL AIRPORT

**AIRPORT CONCESSION
DISADVANTAGED BUSINESS
ENTERPRISE PLAN
AND
ACDBE GOALS FOR
FFY 2023-2025**

ACDBE POLICY STATEMENT

Chippewa Valley Regional Airport has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program in accordance with regulations of the United States Department of Transportation (USDOT), 49 CFR Part 23 for Concessionaires wishing to participate on Concession contracts at the Chippewa Valley Regional Airport.

The Airport has received Federal financial assistance from the United States Department of Transportation, and as a condition of receiving this assistance, Chippewa Valley Regional Airport therefore submits this policy statement as its assurance that it will comply with 49 CFR Part 23 and Part 26 where applicable.

Chippewa Valley Regional Airport is committed to the elimination of discrimination and will continue to make a concerted effort to foster the participation of Airport Concession Disadvantaged Business Enterprise (ACDBE) firms in Airport concession contracts awarded by the Airport. To maintain the integrity of our program we will ensure that only firms which fully meet the eligibility standards contained in 49 CFR Part 23 are permitted to participate in the Airport's ACDBE program.

As the Chair of the Chippewa Valley Regional Airport Commission, I pledge to continue our policy of ensuring that ACDBEs, as defined in 49 CFR Part 23 have an equal opportunity in receiving and participating in Airport Concession contracts. I further pledge to continue our policy of ensuring non-discrimination in the award and administration of all Airport concession contracts.

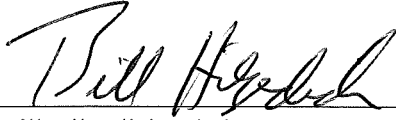
We are committed to creating a level playing field on which ACDBEs can compete fairly and successfully for Airport concession contracts. The Airport is also sensitive to the need for ensuring that our ACDBE program is narrowly tailored in accordance with applicable law and will ensure that only those ACDBE firms that meet 49 CFR Part 23 are eligible for participation as an ACDBE at our Airport.

The Airport is also committed to the creation of viable and successful ACDBE firms and will strive to develop ACDBE firms so that they can compete successfully for Airport concession contracts. We are also committed to the policy of providing flexibility to our Airport in establishing and implementing the ACDBE Concession Program in accordance with federal rules and guidelines.

The Airport Commission has ensured that the ACDBE Program is administered in accordance with federal regulations and has designated the Airport Director, Charity Zich

as the ACDBE Liaison Officer (ACDBELO). 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 United States Department of Transportation.

As the Chair of the Airport Commission, I have directed the Airport Director to disseminate this policy statement to all the components of the Airport. As required by Airport Concession regulations we will also inform the ACDBE and non-ACDBE business communities that perform work for us on Airport Concession contracts about the policies governing the Airport's ACDBE program.



Bill Hilgedick, Chairman
Chippewa Valley Regional Airport Commission

Date: January 20, 2023

INTRODUCTION

On March 22, 2005 the United States Department of Transportation (USDOT) promulgated 49 CFR Part 23, the new Airport Concession Disadvantaged Business Enterprise (ACDBE) regulations governing the participation of ACDBE firms in Airport Concession Programs. This report describes the ACDBE Concession Plan and FFY 2017-2019 ACDBE goals for Chippewa Valley Regional Airport in compliance with Federal Aviation Administration requirements. The Airport is committed to continue providing Airport Concession Disadvantaged Business Enterprises (ACDBEs) with optimal opportunities as provided by law for participating in the Airport Concession Program under 49 CFR Part 23. Where applicable reference will be made to 49 CFR Part 26 provisions which affect the ACDBE Program requirements.

Chippewa Valley Regional Airport (CVRA) is a small non hub airport and has received federal funds authorized for airport development after January 1988 authorized under Title 49 of the United States Code. CVRA has signed airport grant assurances that it will comply with 49 CFR part 23.

SECTION I
COMPLIANCE WITH GENERAL REQUIREMENTS
OF
49 CFR PART 23 SUBPART A

This Section describes compliance with General provisions contained in 49 CFR Part 23 Subpart A. The Airport Director has included a link to 49 CFR Part 23 in Attachment A as part of this ACDBE Plan to enable staff responsible for administering the Program as well as stakeholders to refer to the provisions contained in these regulations as a legal basis for implementing the Airport Concession Program.

§ 23.1 Objectives

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

§ 23.3 Definitions

Chippewa Valley Regional Airport will use terms in this program that have the meaning defined in 49 CFR Part 23, §23.3 and Part 26 §26.5 where applicable.

§ 23.5 Applicability

The provisions of 49 CFR Part 23 are applicable to the Chippewa Valley Regional Airport Commission which has Chippewa Valley Regional Airport under its jurisdiction since it is a sponsor of federal airport funds authorized under Title 49 United States Code for airport development after January 1988.

§ 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 ACDBE 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 continue to include the following assurances in all concession agreements and management contracts executed with any Concessionaire:

- (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”.

§ 23.11 Compliance and Enforcement

The compliance and enforcement provisions of 49 CFR Part 26 (§§ 26.101 and 26.105 through 26.107) and 2 CFR Parts 180 and 1200 will apply to the Airport. The Airport Director understands that non-compliance with this part may subject the Airport to formal enforcement action under §26.105 or other appropriate program sanctions, such as the suspension or termination of USDOT 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.

The Airport acknowledges that the FAA may review our 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. In addition, we understand that 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.

In accordance with 49 CFR Part 26, §26.107 Chippewa Valley Regional Airport will continue to implement the following enforcement actions against firms participating in our ACDBE program:

- (a) For a firm that does not meet the eligibility criteria of Certification Standards contained in 49 CFR Part 23 Subpart C 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 Airport will notify the appropriate Wisconsin Unified Certification Program certifying Agency to initiate decertification proceedings consistent with 49 CFR Part 26, §26.87 or debarment proceedings against the offending firm.. The Airport also understands that the Department of Transportation (USDOT) 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 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, USDOT or FAA may initiate suspension or debarment proceedings against the firm under 2 CFR part 180 and 1200.
- (c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of §26.107, 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) The Airport acknowledges that USDOT 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) We understand that the USDOT 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 our ACDBE program or otherwise violates applicable Federal statutes.
- (f) Compliance reviews: We understand that the FAA may review our program for 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.
- (g) 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.

§ 23.13 Guidance, Interpretations, Exemptions and Waivers

The Airport acknowledges that only written guidance and interpretations including those contained in certification appeal decisions consistent with Part 23 and issued after April 21, 2005 have binding effect on the Airport. Chippewa Valley Regional Airport further understands that written interpretations and guidance will have binding effect and constitute the official position of the USDOT (1) only if issued over the signature of the Secretary of the Department or (2) if the written guidance or interpretations 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 pledges to implement all provisions of 49 CFR Part 23 and will apply for an exemption from any provision of Subparts C and D where necessary by following the steps outlined in §23.13 (c) and (d).

SECTION II
COMPLIANCE WITH 49 CFR PART 23 SUBPART B
ACDBE PROGRAMS

§ 23.21 ACDBE Program Updates

Since the Chippewa Valley Regional Airport is a small airport with Concession revenues over \$200,000 the Airport is required to have an ACDBE program. As a condition of eligibility for FAA financial assistance, Chippewa Valley will submit the ACDBE program and overall goals to FAA in accordance with § 23.45 (a) of this section. This ACDBE program will be implemented at the Chippewa Valley Regional Airport.

If and when we make significant changes to our ACDBE program, we will provide the amended program to the FAA for approval prior to implementing the changes.

§ 23.23 Administrative Provisions

Chippewa Valley Regional Airport is committed to complying with the provisions of this section and will include the following program components in our ACDBE Plan:

POLICY STATEMENT: Chippewa Valley Regional Airport is committed to continuing the practice of operating its ACDBE program in a nondiscriminatory manner and in accordance with 49 CFR Parts 23 and 26 will ensure that the Program is narrowly tailored. The Airport's Policy Statement is elaborated on the first page of this program.

ACDBE LIAISON OFFICER (ACDBELO):

The Airport has designated the Airport Director as the ACDBELO. The contact information for the Airport Director is as follows:

Charity Zich, C.M.
3800 Starr Ave.
Eau Claire, WI 54703
715-839-66241
charity.zich@chippewavalleyairport.com

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the Airport complies with all provisions of 49 CFR Part 23 and Part 26 where applicable. The ACDBELO has direct, independent access to the Chair of the Airport Commission concerning ACDBE program matters. An

organizational chart displaying the ACDBELO's position in the organization is found in Attachment 2 to this Program Plan.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with Airport staff. The duties and responsibilities of the ACDBELO include, but are not limited to, the following:

- Responsible for the day to day implementation of the ACDBE Program
- Gather and report statistical data and other information as required by FAA or USDOT.
- Review third party contracts and purchase requisitions for compliance with this program.
- Ensures that the overall annual ACDBE goals including race neutral and race conscious components are set in accordance with 49 CFR Parts 23 and 26 requirements.
- Set concession specific goals for car rental concessions.
- Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.
- Ensures that contracts and procurements where ACDBE race conscious and race neutral goals can be assigned are included in contract solicitations.
- Analyzes the Airport's progress towards ACDBE Goal attainment to identify ways to improve the progress.
- Participates in pre-bid meetings.
- Advises the Airport Commission on ACDBE matters and achievement.
- Acts as a liaison to the Uniform Certification Program in the State of Wisconsin
- Provide outreach services to ACDBEs and community organizations and to advise them of contracting opportunities.
- Provides ACDBEs with information and assistance in preparing bids, obtaining bonding, financing, and insurance; acts as a liaison to the OSDBU Minority Resource Center (MRC), upon request.

ACDBE/DBE DIRECTORY

The Chippewa Valley Regional Airport through the Wisconsin Unified Certification Program (WUCP) maintains a directory identifying 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 an ACDBE. The WUCP makes changes to the current directory as necessary to meet the requirements of this part. The entries to the Directory are revised monthly and the WUCP makes the Directory available as follows at the WUCP website:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

§23.25 Ensuring Nondiscriminatory Participation of ACDBEs

Chippewa Valley Regional Airport is committed to providing contracting opportunities to ACDBE firms to participate in the ACDBE Program and will continue to ensure nondiscriminatory participation by them in concessions, and other covered activities as indicated in §23.25.

In accordance with §23.9 the Airport will continue to include the two non-discriminatory assurance provisions in all contracts that the Airport executes with Airport prime concessionaires and consultants.

The Airport will also take the following measures to ensure nondiscriminatory participation of ACDBEs in concessions, and other covered activities as directed by §23.25(a) :

Review this plan on a consistent basis to ensure contracts comply with the methods and procedures listed within this plan.

1. The Airport will carry out this plan as specified to ensure nondiscriminatory participation of ACDBE's.
2. The ACDBELO will review contracts as they become due to ensure proper procedures defined in this plan are implemented.

As dictated by §23.25(b) the Airport will set the goals consistent with the requirements of Subpart D.

Pursuant to §23.25 (c) the 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.

The Airport will abide by the provisions of §23.25 (d) which requires recipients to use race-neutral measures to the maximum extent possible to achieve the overall goals and to use race conscious means where projections of race neutral means are deemed to be insufficient to meet the overall goals.

The Airport will use race neutral measures consistent with §23.25 (d) (1) – (6) and race conscious measures as described in § 23.25 (e) (1-2).

As required by §23.25(f) 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.

As directed by §§23.25 (g) and 23.61 we will continue to prohibit the use of set-asides or quotas as a means of obtaining ACDBE participation.

§23.27 Reporting

The Airport staff will retain sufficient basic information about its ACDBE program implementation, ACDBE certification, the award and performance of agreements and contracts to enable the FAA to determine the Airport's compliance with 49 CFR Part 23. This data will be retained for a minimum of three (3) years following the end of the concession agreement, or any 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 49 CFR 23. We will submit the report to the FAA Regional Civil Rights Office via hard copy or electronically via the Online Reporting System FAA Civil Rights Connect at faa.civilrightsconnect.com.

§23.29 Compliance and Enforcement Procedures

The Airport will continue the use of the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 23. In accordance with §23.29 the Airport Director will review records from Concessionaires on a periodic basis; conduct periodic on-site visits and reviews of concession workplaces and conduct audits of Concessionaire's records. In addition, the Airport will conduct audits of the ACDBE participant. This will ensure that there is no fraudulent activity on the part of the Concessionaire or the ACDBE and that the ACDBE is performing a commercially useful function.

To further ensure that there is no fraudulent activity the Airport, will notify the Department of Transportation of any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take all necessary steps in accordance with all applicable laws (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.)

The Airport staff will continue its monitoring and enforcement mechanism to ensure that work committed to ACDBEs at contract award is actually performed by the ACDBEs. This mechanism will provide for a running tally of actual ACDBE attainments (e.g., payment actually made to ACDBE firms), including a means of comparing these attainments to commitments.

In our reports of ACDBE participation to FAA, we will continue both commitments and attainments, as required by the USDOT reporting form.

SECTION III
COMPLIANCE WITH 49 CFR PART 23 SUBPART C
CERTIFICATION AND ELIGIBILITY

§23.31 Certification Standards

Chippewa Valley Regional Airport is a member of the Wisconsin Unified Certification Program (WUCP). We will accept ACDBE certification decisions made by Milwaukee County, Wisconsin Department of Transportation, City of Madison and Dane County, the certifying authorities in the WUCP. The Airport will rely on the certification decisions made on its behalf by these certifying entities. The WUCP uses the procedures and standards of 49 CFR Part 26, except as provided in §23.31, for certification of ACDBEs to participate in our concessions program.

The WUCP's directory of eligible DBEs specifies whether a firm is certified as a DBE for purposes of 49 CFR Part 26, and ACDBE for purposes of 49 CFR Part 23, or both.

Prior to entering into a new contract, extension, or option with a previously certified ACDBE, the Airport staff will verify their current certification status at that time to ensure that they meet the certification standards.

§§23.31-23.39 Certification Standards

As mentioned above the WUCP is the certifying authority and the certification decisions made by the participating certifying agencies will be accepted by the Chippewa Valley Regional Airport. The WUCP treats a firm as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous three fiscal years do not exceed \$56.42 million for non-car rental ACDBEs and \$75.23 million for car rental ACDBEs. The WUCP uses the size standard for banks and other financial institutions as having \$1 billion in assets, for pay telephone company's the size standard is 1,500 employees and for ACDBE automobile dealers is 350 employees.

We acknowledge that 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 as specified in §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. As stated in §23.37 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.

We acknowledge that the term 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 us. We recognize that the eligibility of Alaska Native Corporations (ANC) owned firms for purposes of part 23 is governed by part 26 § 26.73(h) as stated in §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 as stated in §23.39(i).

In accordance with §23.39(e) 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 Personal Net Worth standard, and the firm in all other respects remains an eligible DBE, the Airport staff may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. The Airport staff 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.

We will use the Uniform Application Form found in appendix F to part 26 with additional instruction as stated in §23.39(g).

SECTION IV
COMPLIANCE WITH 49 CFR PART 23 SUBPART D
GOALS, GOOD FAITH EFFORTS AND COUNTING

§ 23.41 Basic Overall Goal Requirement

The Airport is required to 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 (3) year period and will be reviewed annually to make sure that each goal continues to fit our circumstances. The Airport will report any significant overall goal adjustments to the FAA.

We understand that if the average annual concession revenues for car rentals concessions over the preceding three (3) year period do not exceed \$200,000, the Airport need not submit an overall goal for car rentals. Similarly, if the concession revenues for non-car rental concessions do not exceed \$200,000, we need not submit a goal for non-car rental concessions. We understand that “revenue” means total revenue generated by concessions, not the fees received by the airport from concessionaires.

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

§ 23.43 Consultation in Goal Setting

The Airport will consult with stakeholders before submitting the overall goals to the FAA. Stakeholders will include, but not be limited to, minority and women business groups, community organizations, trade associations representing concessionaires 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 Airport’s efforts to increase participation of ACDBEs.

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

§ 23.45 Overall Goals

As a small hub airport and as a condition of eligibility for FAA financial assistance, the Airport will submit overall goals according to the following schedule:

Type of Airport	Date Due	Period Covered	Next Goals Due
Non Hub	October 1, 20202	2023/2024/2025	October 1, 2025 (2026/2027/2028)

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 our overall goal to FAA for approval no later than 90 days before issuing the solicitation for the new concession opportunity.

The Airport will establish overall goals in accordance with the two-step process as specified in §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 Airport would expect in the absence of discrimination. In the event the Airport has to make adjustments to the base goal, we will use the following evidence to make the required adjustments which 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)

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

The Airport will follow the requirements set forth in §23.45 to determine the estimated race-neutral and race-conscious participation. This section of the program will be reviewed annually when the goal calculation is reviewed under §23.41(c).

Concession Specific Goals §23.25 (c) and (e)(1)(iv)

The 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.

The Airport will establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. As contained in Section 23.25 (f), 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. The Airport understands that 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, the Airport will structure its goal entirely by using the purchases of goods and services from ACDBE by car rental agencies.

The Airport understands that we need not establish a concession specific goal on every such concession, and the size of concession specific goals will be dependent and dictated by such factors as the type and location of the concession and the availability of ACDBEs.

Pursuant to §23.25 (e)(1)(i), 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.

As indicated by §23.25 (e)(1)(ii), when the concession specific goal applies to 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 Good Faith Efforts on Concession Specific Goals

In accordance with §23.25 (e) (1) (iii), 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. (See Attachment 6).

Under §23.25(e) (1) (iv), the Airport is required to follow the administrative provisions of §§26.51-26.53, for good faith effort determinations of concessionaires. Examples of good faith efforts are found in Appendix A to 49 CFR Part 26. Therefore, the procedures applicable to 49 CFR §§ 26.51 and 26.53, regarding contract goals will apply to the Airport's concession specific goals.

Information to be submitted §23.53 (b)

Each solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information (See Attachment 6, Forms 1 and 2):

- (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:
 - a. The names and addresses of ACDBE firms or ACDBE suppliers of goods and services that will participate in the concession;
 - b. A description of the work that each ACDBE will perform;
 - c. The dollar amount of the participation of each ACDBE firm/supplier participating;

- d. Written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal;
 - e. Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment and
 - f. If the contract goal is not met, evidence of good faith efforts
- (3) We will require that the bidder/offeror present the information required by section (2) of this section: Under sealed bid procedures, as a matter of responsiveness, or with initial proposals, under contract negotiation procedures.

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 concession agreement with the bidder/offeror.

Administrative Reconsideration §26.53(d)

In the event a concessionaire's good faith effort waiver request is denied, the Concessionaire has the right to seek a reconsideration of the original denial decision by submitting a written request to the Airport Director within three (3) business days of the issuance of the denial decision. (See Attachment 6). The denial decision will be reviewed by an official who was not directly involved in the review of the original request. In accordance with this section, the Airport has designated the ACDBELO or designee, as the reconsideration official.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or arguments 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 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 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 §26.53(f)

The 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-concessionaire fails or refuses to execute a written contract;
- 2) The listed ACDBE sub-concessionaire 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-concessionaire 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-concessionaire fails or refuses to meet the prime concession's reasonable, non-discriminatory bond requirements.
- 4) The listed ACDBE sub-concessionaire becomes bankrupt, insolvent, or exhibits credit unworthiness;
- 5) The listed ACDBE sub-concessionaire 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 sub-concessionaire is not responsible;
- 7) The listed ACDBE sub-concessionaire 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 concessionaire 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-concessionaire, the prime concessionaire must give notice in writing to the ACDBE sub-concessionaire, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

In accordance with §26.53 (f) we will require that the prime concessionaire must give the ACDBE five days to respond to the prime concessionaire's notice and advise us and the

prime 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 concessionaire'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 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.

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.

§23.53 Counting ACDBE Participation for Car Rental Goals

The Airport will count ACDBE participation toward overall goals for car rental as provided in 49 CFR §23.53.

§23.55 Counting ACDBE Participation for Concessions Other than Car Rentals

The Airport will count ACDBE participation toward overall goals other than car rental as provided in 49 CFR Part §23.55.

§23.57 Meeting Overall Goals

In accordance with §23.57(b) if the awards and commitments on our Uniform Report of ACDBE Participation 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) Review options to correct the problems we have identified in our analysis to enable us to fully meet our goal for the new fiscal year

§23.61 Quotas or Set-asides

The Airport will continue to prohibit the use of quotas or set-asides as a means of obtaining ACDBE participation.

SECTION V
COMPLIANCE WITH 49 CFR PART 23 SUBPART E
OTHER PROVISIONS

§23.71 Existing Agreements

The Airport will assess the potential for ACDBE participation when an extension or option to renew an existing agreement is exercised, or when a material amendment is made to an existing contract. The Airport will use any means authorized by 49 CFR Part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

§23.75 Long-Term Exclusive Agreements

Chippewa Valley Regional Airport is committed to ensuring that ACDBEs are afforded an equal opportunity to participate on Concession contracts and will not enter into a long-term exclusive agreement for concessions without prior approval of the FAA Regional Civil Rights Office. The Airport understands that a “long-term” agreement is one having a term of longer than five (5) years. The Airport also understands 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 or exclusive agreement, the Airport will submit detailed information to the FAA Regional Civil Rights Office for review and approval.

§ 23.79 Geographic Preferences

The Airport will not use a “local geographic preference”, i.e., any requirement that gives an ACDBE located in our local area, an advantage over ACDBEs from other places in obtaining business as, or with, a concession at the Chippewa Valley Regional Airport.

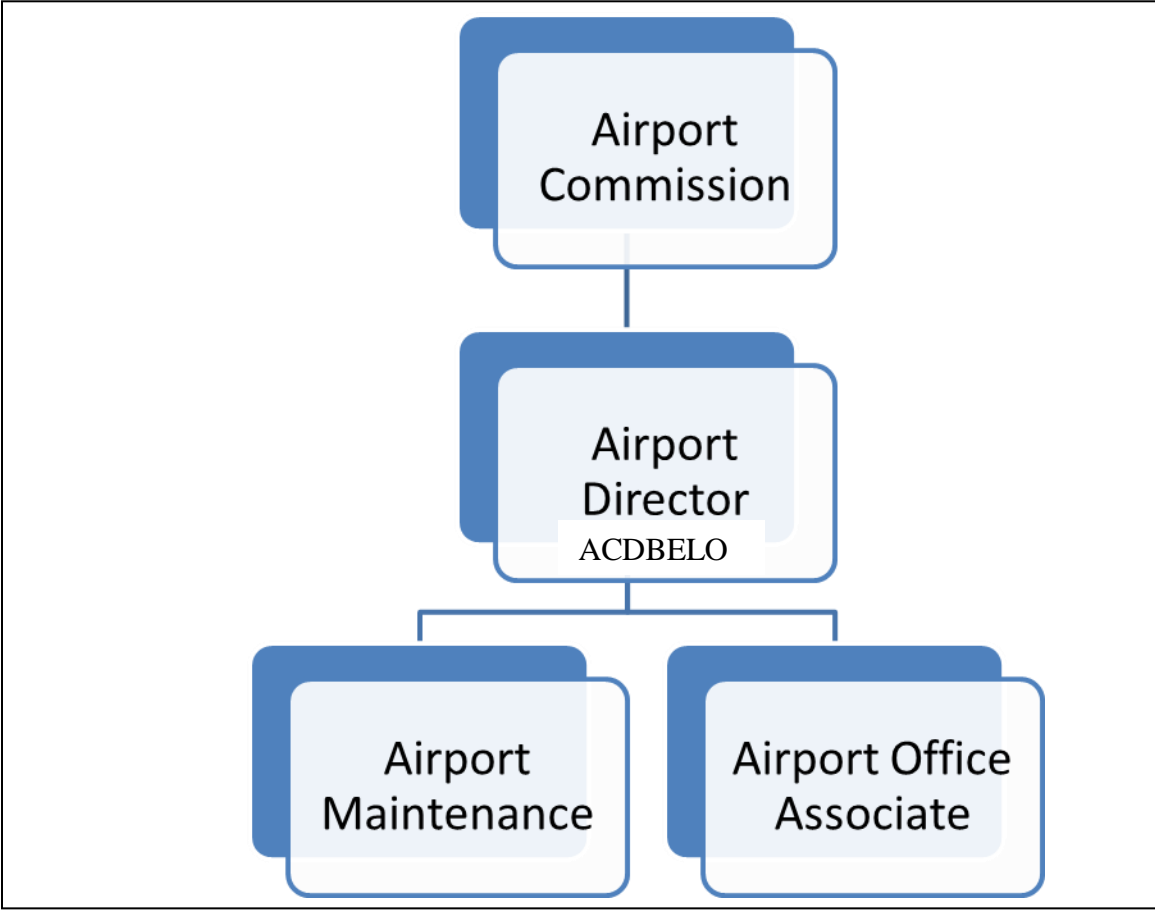
Attachment 1

49 CFR Part 23 ACDBE Regulations

The ACDBE Regulations: 49 CFR Part 23 can be electronically accessed at the following website by clicking on the link below:

[eCFR :: 49 CFR Part 23 -- Participation of Disadvantaged Business Enterprise in Airport Concessions](#)

**Attachment 2
Organizational Chart**



Attachment 3 ACDBE Directory

The Chippewa Valley Regional Airport through the Wisconsin Unified Certification Program (WUCP) maintains a directory identifying 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 an ACDBE. The WUCP makes changes to the current directory as necessary to meet the requirements of this part. The entries to the Directory are revised monthly and the WUCP makes the Directory available as follows at the WUCP website:

<https://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>

Attachment 4

Sample Monitoring and Enforcement Mechanisms

Chippewa Valley Regional Airport has several remedies available to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

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

In addition, the federal government has available several enforcement mechanisms that the Airport may apply to firms participating in the ACDBE 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; and
3. Prosecution pursuant to 18 USC 1001.

The Airport will implement various mechanisms to monitor program participants to ensure they comply with Part 23, including, but not limited to the following:

1. We will insert the following provisions into concessions agreements and management contracts:
 - A. “Concessionaire agrees to comply with provisions of 49 CFR Part 23 in the performance of this agreement and will make a good faith effort to comply with these requirements. Concessionaire further understands that failure to comply with these requirements constitutes a breach of contract and the Airport has the right to enforce sanctions to ensure compliance. Such corrective action may be (1) in the form of a written directive to correct the violation or (2) termination of the contract if the Concessionaire fails to comply with the Airport’s directives”.
2. We will implement the following additional monitoring and compliance procedures:
 - A. The Airport reserves the right to inspect and audit concessionaire’s and sub-concessionaire’s records to determine that ACDBEs are receiving the requisite percentage of the receipts and that the ACDBE goal is being met.
 - B. We will ensure that Airport staff will continue monitoring to ensure that work committed to ACDBEs at contract award is actually performed by the ACDBEs. We will require annual reports to show that ACDBEs are receiving the requisite percentage of gross receipts. This mechanism will provide for a running tally of actual ACDBE attainments (e.g., payment actually made to ACDBE firms), including a means of comparing these attainments to commitments.

Attachment 5
ACDBE Goals for FFY 2023- 2025 and Goal Setting
Methodology

ACDBE OVERALL CONCESSION GOALS
Non-Car Rental
Federal Fiscal Years 2023 - 2025
Chippewa Valley Regional Airport
Chippewa Valley, WI

Sponsor: Chippewa Valley Regional Airport Commission

Airport: Chippewa Valley Regional Airport

Goal Period: From: October 1, 2022

Thru: September 30, 2025

ACDBE Goal for Non-Car Rental Concessions: 0.0%

**Section 23.45: Separate Overall Goal Calculation for Concessions
Other Than Car Rentals**

Amount of Goal

Chippewa Valley Regional Airport's (the "Airport") overall goal for concessions other than car rental during the period beginning October 1, 2022 and ending September 30, 2025 is 0.0%. The goal is expressed as a percentage of the total estimated gross receipts for concessions at Chippewa Valley Regional 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.

The Airport determines the market area for each concession opportunity as it arises. Since there are no new opportunities during this three-year period, the geographic region for the one concession with gross revenues in excess of \$200,000 will be determined when a goal analysis is conducted for upcoming opportunities in the future. The market area is defined as the geographical area in which the substantial majority of firms that seek to do the specific 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. Currently, all non-car rental concessionaires operating at the airport are local firms.

Methodology used to Calculate Overall Goal

Overall goals have been determined by consolidating the total estimated gross revenues and estimated ACDBE gross revenues for current and new concession agreements. Goals for each new concession in subsequent goal periods will be determined through an analysis of the opportunity, potential for ACDBE participation and the relative availability of ACDBE firms in our geographic region (to be defined depending on the concession) who are ready, willing and able to perform under the agreement.

In accordance with 49 CFR part 23.51(c) ACDBE goals for specific opportunities are determined as follows:

Step 1: 23.51(c)

The Airport determines the base figure for the relative availability of ACDBEs for the specific opportunity. The base figure may be calculated in a number of ways, depending upon what is most appropriate for the specific opportunity.

Examples are as follows:

Option 1: Ready, willing, and able ACDBEs in the appropriate trade in the determined market area ÷ All ready, willing and able companies in the appropriate trade in the determined market area.

The data source or demonstrable evidence used to derive the numerator may be either the DBE/ACDBE directory (23.51(c)(1)) or an active participant list (23.51(c)(2)).

If the Airport uses ACDBE directories, which directories and which NAICS codes were used will be identified. The Airport may also augment available ACDBEs with firms in local MBE/WBE directories or trade association lists. If the Airport uses these sources to augment the numerator, the sources used, and the number of firms added to the numerator will be identified.

If the Airport uses an Active Participant List, where the information was obtained will be identified. Such information may come from past experience with firms that have run concessions or sought concession contracts or leases, knowledge about the universe of firms in certain concession services that tend to be interested in participating, and attendance lists from informational and outreach meetings about upcoming concession opportunities.

Option 2: Disparity Study -There are no relevant disparity studies from the Airport's geographic region at this time. In the future, the Airport may elect to utilize a disparity study should one become available.

Option 3: Goal of another sponsor – The Airport may use the goal of another airport or DOT sponsor in the same, or substantially similar market if their overall goal is in compliance with 49 CFR parts 23. Should the Airport elect to do so, the Airport will include information as to why our airport concession opportunity has the same or substantially similar market.

Option 4: Alternative Methods – The Airport may elect to use other methods to determine the base figure, however any method must be based on demonstrable evidence of local market conditions and be designed to arrive at a goal that is rationally related to the relative availability of ACDBEs in the market area.

Step 2: 23.51(d)

After calculating a base figure of the relative availability of ACDBEs, the Airport will examine evidence to determine what adjustment, if any, is needed to the base figure in order to arrive at the overall goal.

In accordance with 23.51(d), any adjustment will be designed to reflect as accurately as possible the ACDBE participation the Airport would expect in the absence of discrimination. In addition, the Airport will document the basis on which the base figure was adjusted using the specific data.

Chippewa Valley Regional Airport Non-Car Rental Concessions

Chippewa Valley Regional Airport ACDBE Goals for federal fiscal years 2023 – 2025 have been set for each concession contract as listed below and shown on the following chart. It should be noted that approximately 99.8% of the non-car rental concession revenue is currently generated by the food/beverage concession which does not expire during this goal period. The remaining concessions each generate less than \$2,000 annually.

Food/Beverage - The food/beverage contract is currently operated by Hangar 54 Grill and expires on December 31, 2025. The current agreement does not have an ACDBE goal as there are no subcontracting opportunities and the contract is too small to support more than one operator. Since the contract is not expiring during this three-year period, the contract will continue with the current goal for the three-year goal period. The concession will be re-evaluated for a goal when resolicited in 2025.

Massage Chairs - The massage chair concession is operated by Innovative Vending and generated revenues of \$1,510 in 2022. Although the concession currently operates under a month-to-month lease, the operation is too small to include an ACDBE goal. Therefore, the concession is expected to continue without an ACDBE goal for the duration of the three-year goal period.

ATM Machines - The ATM concession is operated by Moneyline ATM and generated revenues of \$1,612 in 2022. Although the concession currently operates under a month-to-month lease, the operation is too small to include an ACDBE goal. Therefore, the concession is expected to continue without an ACDBE goal for the duration of the three-year goal period.

Applying the above assumptions to each of the concessions and assuming actual gross revenues for 2023 – 2025 will grow at a rate of 6% each year, results in the following three-year gross revenues and goals:

Concessionaire	Projected FFY 2023	Projected FFY 2024	Projected 2025	Projected 3-Year Gross Revenues	ACDBE Gross Revenues Based on Goal	ACDBE Goal
Food/Beverage	\$1,632,912	\$1,730,887	\$1,834,740	\$5,198,539	\$0	0.0%
Massage	\$1,601	\$1,697	\$1,798	\$5,096	\$0	0.0%
ATM Machines	\$1,710	\$1,812	\$1,921	\$5,443	\$0	0.0%
Total Concessions (Excluding Rental Cars)	\$1,636,222	\$1,734,396	\$1,838,459	\$5,209,078	\$0	0.0%

Given the above, we propose the base ACDBE goal for the three-year period beginning October 1, 2022 and ending September 30, 2025 (FFYs 2023, 2024, and 2025) at 0.0%.

Step 2 – Adjustments

The ACDBE regulation (49 CFR part 23) provides for a Step 2 adjustment of the developed base goal for a variety of factors, including the current capacity of ACDBEs to perform work in the concession program, as measured by the volume of work ACDBEs have performed in recent years. Since this goal period contains no new concession opportunities for which goals will be set and the overall goal is based on contract goals currently in place, an adjustment based on past history is not warranted. In addition, there has been no ACDBE participation for non-car rental concessions over the past five years.

Breakout of Estimated Race-Neutral & Race Conscious Participation

ACDBE contract goals reflected in this document were originally set as race-neutral goals as the contract documents do not contain a goal. The Airport will use race-neutral methods to encourage further participation throughout the goal period, including the following:

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires, including suppliers, under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor's ACDBE program will affect the procurement process; and
5. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation.

Consultation with Stakeholders

In accordance with 49 CFR part 23, §23.43, the airport has posted the overall goals on its website and has consulted with the following stakeholders. No comments were received. There are no new concession opportunities anticipated during this three-year period, however additional stakeholder consultations will be held in concert with any/all new solicitations.

ORGANIZATIONS

Airport Minority Advisory Council
info@amac-org.com
(703) 414-2622

Chippewa Falls Chamber of Commerce
(715) 723-0331

Eau Claire Chamber of Commerce
information#@eauclairchamber.org
(715) 834-1204

North Central Minority Supplier
Development Council
(414) 666-8725

CONCESSIONAIRES

Hangar 54 Grill
Hangar54grill@gmail.com
715-598-1880

**ACDBE OVERALL CONCESSION GOALS
Federal Fiscal Years 2023 - 2025
Chippewa Valley Regional Airport
Chippewa Valley, WI**

Airport Sponsor: Chippewa Valley Regional Airport Commission

Airport: Chippewa Valley Regional Airport

Goal Period: From: October 1, 2023

Thru: September 30, 2025

ACDBE Goal for Car Rental Concessions: 0.61% (Race Neutral)

Overall Goal Calculation for Car Rentals (23.45) **FFY 2023 - 2025**

Background

Chippewa Valley Regional Airport (the "Airport") currently has concession contracts with three (3) on-airport car rental brands. The current agreements expired in December 2022. The airport has developed an ACDBE car rental goal for the three-year goal period at this time based on the purchase of goods/services. Current car rental concession revenues were approximately \$1.8 million in FFY 2022.

In accordance with the regulation regarding ACDBE participation in Airport Concessions, the Airport has conducted research to determine an appropriate ACDBE goal for car rental concessions at the Airport. The methodology for setting the goals is included in this report.

49 CFR Part 23 provides the following guidance for establishing concession goals:

§ 23.51(a) Your objective in setting a goal is to estimate the percentage of the base calculated under §§23.47–23.49 that would be performed by ACDBEs in the absence of discrimination and its effects.

(1) This percentage is the estimated ACDBE participation that would occur if there were a "level playing field" for firms to work as concessionaires for your airport.

(2) In conducting this goal setting process, you are determining the extent, if any, to which the firms in your market area have suffered discrimination or its effects in connection with concession opportunities or related business opportunities.

(3) You must complete the goal-setting process separately for each of the two overall goals identified in §23.41 of this part.

(b) (1) Each overall concessions goal must be based on demonstrable evidence of the availability of ready, willing and able ACDBEs relative to all businesses ready, willing and able to participate in your ACDBE program (hereafter, the "relative availability of ACDBEs").

(2) You cannot simply rely on the 10 percent national aspirational goal, your previous overall goal, or past ACDBE participation rates in your program without reference to the relative availability of ACDBEs in your market.

(3) Your market area is defined by 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 which receive the substantial majority of concessions-related revenues are located. Your market area may be different for different types of concessions.

Counting Participation in Car Rentals

Given the fact that there are few ACDBE car rental firms operating in airports, the Airport has elected to base the Car Rental ACDBE goal on the purchase of goods and services from ACDBE or potential/ACDBE firms. The regulation provides for counting ACDBE participation for car rentals as follows:

§ 23.53 How do car rental companies count ACDBE participation toward their goals?

(a) As a car rental company, you may, in meeting the goal the airport has set for you, include purchases or leases of vehicles from any vendor that is a certified ACDBE.

(b) As a car rental company, if you choose to meet the goal the airport has set for you by including purchases or leases of vehicles from an ACDBE vendor, you must also submit to the recipient documentation of the good faith efforts you have made to obtain ACDBE participation from other ACDBE providers of goods and services.

(c) While this part does not require you to obtain ACDBE participation through direct ownership arrangements, you may count such participation toward the goal the airport has set for you.

(d) The following special rules apply to counting participation related to car rental operations:

(1) Count the entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.

(2) Count the entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the concessionaire toward ACDBE goals, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.

(3) Do not count any portion of a fee paid by a manufacturer to a car dealership for reimbursement of work performed under the manufacturer's warranty.

(e) For other goods and services, count participation toward ACDBE goals as provided in part 26, §26.55 and §23.55 of this part. In the event of any conflict between these two sections, §23.55 controls.

(f) If you have a national or regional contract, count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract. Use the proportion of your applicable gross receipts as the basis for making this pro-rated assignment of ACDBE participation.

Example to paragraph (f): Car Rental Company X signs a regional contract with an ACDBE car dealer to supply cars to all five airports in a state. The five airports each account for 20 percent of X's gross receipts in the state. Twenty percent of the value of the cars purchased through the ACDBE car dealer would count toward the goal of each airport.

Market Area

Based on a study of the types of goods/services purchased by the firms (e.g. auto repair, insurance, fuel, etc.), the market area for the purchase of goods and services is determined to be national for certain categories of purchases and local for certain other products/services as identified on Table 1 below. For local purchases, the geographic region has been determined to be the state of Wisconsin.

Goal-Setting Step I

The regulation provides the following examples of potential approaches for accomplishing Step 1, determining the base figure, as follows:

23.51(c) Step 1. You must begin your goal setting process by determining a base figure for the relative availability of ACDBEs. The following are examples of approaches that you may take toward determining a base figure. These examples are provided as a starting point for your goal setting process. Any percentage figure derived from one of these examples should be considered a basis from which you begin when examining the evidence available to you. These examples are not intended as an exhaustive list. Other methods or combinations of methods to determine a base figure may be used, subject to approval by the FAA.

(1) Use DBE Directories and Census Bureau Data. Determine the number of ready, willing and able ACDBEs in your market area from your ACDBE directory. Using the Census Bureau's County Business Pattern (CBP) data base, determine the number of all ready, willing and able businesses available in your market area that perform work in the same NAICS codes. Divide the number of ACDBEs by the number of all businesses to derive a base figure for the relative availability of ACDBEs in your market area.

2) Use an Active Participants List. Determine the number of ACDBEs that have participated or attempted to participate in your airport concessions program in previous years. Determine the number of all businesses that have participated or attempted to participate in your airport concession program in previous years. Divide the number of ACDBEs who have participated or attempted to participate by the number for all businesses to derive a base figure for the relative availability of ACDBEs in your market area.

(3) Use data from a disparity study. Use a percentage figure derived from data in a valid, applicable disparity study.

(4) Use the goal of another recipient. If another airport or other DOT recipient in the same, or substantially similar, market has set an overall goal in compliance with this rule, you may use that goal as a base figure for your goal.

(5) Alternative methods. (i) You may use other methods to determine a base figure for your overall goal. Any methodology you choose must be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of ACDBEs in your market area.

The Airport has elected to use the DBE Directories and Census Bureau Data method for determining availability as follows:

The most recent available census bureau data is for 2020. The NAICS codes for the various trades typically utilized by car rental concessions were determined through a survey of car rental concessionaires and research and are shown on the chart below. Both DBEs and ACDBEs from the FAA DBE System for national trades and Wisconsin UCP DBE/ACDBE Directory for local trades have been included as any firm that meets the DBE eligibility requirements are potential ACDBEs.

Table 1 – U.S. Census / FAA DBE System Directory for National U.S. Census / Wisconsin UCP Directory for Local				
Description	NAICS	Census	Directory	DBE/ACDBE %
Insurance (Vehicle and Other)	524210	134,902	245	0.18%
Car Dealerships	441110	21,383	7	0.03%
Uniforms	812331	837	17	2.03%
Gasoline/GOF (Fuel/Oil/Energy)	424720	2,434	168	6.90%
Shop Supplies (Cleaning Supplies)	423850	4,485	277	6.18%
Office Supplies (Office Expense)	424120	3,751	171	4.56%
Computer Support (Data Processing)	423430	7,296	263	3.60%
Advertising	541810	14,279	605	4.24%
Legal Services	541110	169,585	238	0.14%
Total Nationally Sourced		358,952	1,991	0.55%
Towing (Pickup & Del.)	488410	133	3	2.26%
Body Repair/Mech.	811121	732	0	0.00%
Mech. Repair	811111	1,839	0	0.00%
Maintenance Equip.	811198	27	0	0.00%
Maintenance Build / Janitorial	561720	1,178	24	2.04%
Car Wash	811192	216	0	0.00%
Total Locally Sourced		4,125	27	0.65%

The following contains weighted availability calculations based on information obtained from car rental companies surveyed in the past several years:

Table 2 – Weighted ACDBE Availability (Based on Directory/Census)				
Description	NAICS	% of \$ Expenditures (A)	DBE/ACDBE % (B) [From Table 1]	Weighted Availability (A X B)
Insurance (Vehicle and Other)	524210	1.91%	0.18%	0.00%
Car Dealerships	441110	85.00%	0.03%	0.02%
Uniforms	812331	0.13%	2.03%	0.00%

Table 2 – Weighted ACDBE Availability (Based on Directory/Census)				
Description	NAICS	% of \$ Expenditures (A)	DBE/ACDBE % (B) [From Table 1]	Weighted Availability (A X B)
Gasoline/GOF (Fuel/Oil/Energy)	424720	3.42%	6.90%	0.34%
Shop Supplies (Cleaning Supplies)	423850	0.20%	6.18%	0.02%
Office Supplies (Office Expense)	424120	0.46%	4.56%	0.03%
Computer Support (Data Processing)	423430	0.07%	3.60%	0.00%
Advertising	541810	0.07%	4.24%	0.00%
Legal Services	541110	0.20%	0.14%	0.00%
Total Nationally Sourced		91.46%		0.41%
Towing (Pickup & Del.)	488410	0.66%	2.26%	0.02%
Body Repair/Mech.	811121	5.99%	0.00%	0.00%
Mech. Repair	811111	1.18%	0.00%	0.00%
Maintenance Equip.	811198	0.26%	0.00%	0.00%
Maintenance Build / Janitorial	561720	0.32%	2.04%	0.01%
Car Wash	811192	0.13%	0.00%	0.00%
Total Locally Sourced		8.54%		0.03%
Total Purchases		100.00%		0.44%

Base Dollar Amount for the Car Rental Goal

We estimate that purchases for 2023 will be 6% over 2019 (pre-COVID) levels and will grow 6% annually thereafter.

FFY 2023 = \$2,141,782 (2019) + 6% growth (2023 at 2019 level +6%) = \$2,270,289

FFY 2024 = \$2,270,289 + 6% growth = \$2,406,506

FFY 2025 = \$2,406,506 + 6% growth = \$2,550,897

\$2,270,289 + \$2,406,506 + \$2,550,897 = \$7,227,692

\$7,227,692 is the base dollar amount of purchases for the car rental goal.

The calculated weighted percentage of 0.44% will be applied to the purchase amount in order to determine the anticipated ACDBE dollars.

We therefore propose the base goal at 0.44%.

Step 2 - Examine the data to determine what adjustment, if any, is needed to the Base Figure

The ACDBE regulation (49 CFR part 23) provides for a Step 2 adjustment of the developed base goal for a variety of factors, including the current capacity of ACDBEs to perform work in the concession program, as measured by the volume of work ACDBEs have performed in recent years. ACDBE achievement for the most recent three-year period is as follows:

Actual Past History of ACDBE Participation			
YEAR	TOTAL Purchases	ACDBE Purchases	ACDBE %
2021	\$2,563,191	\$23,622	0.92%
2020	\$1,195,388	\$18,384	1.54%
2019	\$2,141,782	\$16,427	0.77%

Adjusting the base goal for past history results in the following:

$$\text{Base Goal (0.44\%)} + \text{Median Past History (0.77\%)} = 1.21\%$$

$$1.21\% \div 2 = 0.61\%$$

We, therefore, propose the adjusted Car Rental ACDBE Goal at 0.61%.

Race-Neutral/Race-Conscious Recommendation

The current car rental agreements do not include a race conscious ACDBE goal, therefore the goal will be set as race-neutral. The agreements expired on December 31, 2022. The Airport will continue to set the goal as race-neutral as the participation achieved over the last three years has exceeded the calculated goal.

Consultation with Stakeholders

In accordance with 49 CFR part 23, §23.43, the airport has posted the overall goals on its website and has consulted with the following stakeholders. No comments were received.

(715) 834-1204

ORGANIZATIONS

Airport Minority Advisory Council
info@amac-org.com
 (703) 414-2622

Chippewa Falls Chamber of Commerce
 (715) 723-0331

Airport Minority Advisory Council
info@amac-org.com
 (703) 414-2622

Eau Claire Chamber of Commerce
information#@eauclairchamber.org

North Central Minority Supplier
Development Council
(414) 666-8725

CONCESSIONAIRES

Avis/Budget
Sydney.Peruzzato@avisbudget.com

Enterprise (Enterprise/Alamo/National)
Douglas.C.Reiser@ehi.com

RAC GOODS & SERVICES ACDBE PROVIDERS

Herbst Oil, Inc.
herbstoil@sbcglobal.net
(262) 242-3660

Jazfam Associates, Inc.
jazfaminc@jazfam.com
(518) 843-7243

Scrub & Shine
bermudezshine@yahoo.com
(414) 614-0480

Longhouse Inventory Solutions, LLC
jamie@longhouseinventorysolutions.com
(918) 342-3127

Leslie Saunders Insurance Agency, Inc.
dbe@lesliesaundrs.com
(702) 646-2082

ATTACHMENT 6 SAMPLE FORMS

FORM 1 ACDBE UTILIZATION REPORT

This form will be used when RFP's are used to solicit new concession opportunities.

Please provide the information requested below indicating your plan for meeting the Airport's ACDBE participation goal. (Use additional sheets if necessary.)

ACDBE INFORMATION		ESTIMATED % OF ACDBE PARTICIPATION	ACDBE CERTIFIED (Y/N) If not describe status
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
Firm Name			
Address			
Contact Person			
Phone			
Fax			
Summary of ACDBE Participation (Attach detailed description of ACDBE involvement)			
TOTAL ACDBE PARTICIPATION		%	

In addition, please provide a detailed description of your plan to achieve the ACDBE participation goal, including the following:

- Scope of involvement by ACDBE enterprises (Must be completed)
- The support (financial, technical, management, training, etc.) provided by the Bidder to the ACDBE partners (if applicable).
- The percentage fees each ACDBE participant would be required to pay the Bidder (if applicable).
- A copy of documents that contain the proposed legal relationship between the Bidder and ACDBE participant (if applicable). This form is for the RFP evaluation process only and does not satisfy any part of the Airport's ACDBE certification process, which is separate. The Airport's position on all proposals is that a Bidder either meets or fails to meet the ACDBE participation goals of the offered contract, or must submit a completed Good-faith Waiver Request in the event the Bidder is unable to meet the assigned ACDBE goal.

FORM 2
LETTER OF INTENT TO UTILIZE ACDBE FIRMS
This form will be used when RFP's are used to solicit new concession opportunities.

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by ACDBE firm:

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

Affirmation

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

By _____
Signature Title

If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each ACDBE subcontractor.)

FORM 3
CERTIFICATE OF GOOD-FAITH EFFORTS

This form will be used when RFP’s are used to solicit new concession opportunities.

The intent of this certification is to document the good faith efforts implemented by the apparent successful concessionaire in soliciting and utilizing ACDBE firms to meet ACDBE participation requirements. This certificate will assist the Airport in determining whether the apparent successful concessionaire has implemented comprehensive good faith efforts. Failure to implement “good faith” efforts to the satisfaction of the Airport could result in the rejection of the proposal.

I, _____, do hereby acknowledge that I am the authorized representative of _____, who has been identified as the apparent successful concessionaire on the following contract:

RFP No.	RFP Title	Total Contract Amount	ACDBE Percentage	
			Goal	Pledged

I. Provide a brief summary on why you believe your firm is unable to meet the ACDBE participation goals on this solicitation (Attach additional pages if necessary.)

II. I hereby certify that I have utilized comprehensive “good faith” efforts to solicit and utilize ACDBE firms to meet the ACDBE participation requirements of this contract proposal, as demonstrated by my responses to the following questions:

A. Identifying Work Items for ACDBE Participation:

Concessionaires are encouraged to select portions of work to be performed by ACDBEs in a manner which will increase the likelihood of meeting ACDBE goals. In selecting work to be performed, concessionaire will consider, where appropriate, direct opportunities for participation by ACDBEs. Concessionaire can also meet the goal by purchasing goods and supplies from suppliers of goods and certified as ACDBE firms.

1. Which portion(s) or section(s) of the contract proposal, in terms of the nature of work, were selected for direct participation by ACDBEs.

2. What efforts were undertaken to purchase goods and services from certified ACDBE firms? Were any efforts made to break down the purchasing contract into economically feasible units to facilitate ACDBE participation?

B. Notifying ACDBE Firms of Contracting Opportunities

1. In the table below, indicate all firms (ACDBEs and non ACDBEs) which received written notification of the participation opportunities on the concession. In the appropriate space, also indicate when firms received subsequent telephone/email solicitations. Please attach additional page(s) so that all companies contacted are listed. (Attach photocopies of all written solicitations to ACDBE firms to this certificate).

Company Contacted	Date of Written Notification	ACDBE (Yes/No)	Date of Follow-up Telephone Call/Email

3. Identify ACDBE associations or organizations that received written notifications, including dates of all notifications. Provide name of person and date of follow-up call. If no follow-up calls/emails were made, explain why not. (Attach copies of letter sent as proof of notification).

ACDBE Associations/Organizations Contacted	Date of Notification	Contact Person	Date of Follow-up Telephone Call/Email

4. Was the Airport contacted to assist in the recruitment of ACDBE firms?

Yes _____ No _____

Contact was made by: telephone _____ written correspondence _____

Date contacted: _____ Person Contacted: _____

C. Providing Assistance to ACDBEs Firms.

Explain any efforts undertaken to provide ACDBE firms with adequate information about the concession opportunities and contractual requirements.

1. Describe any efforts undertaken to assist interested ACDBE firms in obtaining lines of credit or insurance required by the Airport or Concessionaire:

2. Describe any other efforts initiated to provide special assistance to ACDBE firms interested in participating on the concession contract:

D. Soliciting Proposals from Interested ACDBE Firms

Concessionaires must solicit proposals in good faith with interested ACDBE firms. Proposals from interested ACDBE firms must not be rejected by concessionaires without sound justification.

1. Indicate in the table below which ACDBE firms submitted proposals. Also, provide a brief explanation of why any of these ACDBE proposals were rejected. Please attach additional pages(s) if necessary.

Name/Address/Contact Person of ACDBE firms	Opportunity Offered and Reason for Rejection

E. Other evidence and documentation you want the Airport to consider:

NOTE: The information requested as set forth above is the minimum information required by the Airport. Concessionaire maybe asked to submit information on certain other actions taken in securing ACDBE participation in an effort to meet the goals.

AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

The undersigned, having been first duly sworn, says that the information given in the above certificate is true and correct to the best of his/her knowledge and belief.

Signed: _____
Concessionaire/Authorized Representative

Subscribed and sworn to before me:

This _____ day of _____, 20____

Signed: _____
Notary Public

My commission expires _____, 20 ____.

FORM 4
Good-Faith Efforts Waiver Denial Request for Administrative Hearing

Your request for a good-faith efforts waiver has been denied, and you are entitled to request an administrative hearing to appeal this denial. If you wish to have such a hearing, please sign this form and return it to the Airport Administrative Office by 5:00 p.m. on _____.

A faxed request may be sent to _____.

At the administrative hearing, a hearing officer will hear your argument as to why the waiver should be granted. The evidence he or she reviews will be the entire ACDBE participation file you submitted to the contracting officer. The hearing officer, at his or her discretion, may receive additional evidence. However, any such evidence not previously submitted with your bid and participation forms, must be submitted to the Airport at the same time you file your request for hearing. No further evidence will be received or considered if it was not submitted with this hearing request. Documents already submitted in connection with the original good-faith waiver request need not be submitted.

A hearing will be held within three (3) working days following the receipt of your hearing request. You will be notified promptly of the time and place of the hearing and the identity of the hearing officer, who may be a County employee not directly involved in the original good-faith waiver denial. Because of the need to promptly resolve this matter and proceed with the award of the contract, an adjournment of the hearing will be granted only upon a showing of substantial cause. Your failure to appear at the hearing constitutes a withdrawal of your request.

THE UNDERSIGNED, AN AUTHORIZED REPRESENTATIVE OF _____, HEREWITH REQUESTS AN ADMINISTRATIVE HEARING TO APPEAL THE DENIAL OF THE COMPANY'S GOOD FAITH EFFORTS WAIVER REQUEST.

SIGNATURE: _____

TITLE: _____

DATE: _____