



**AIRPORT CONCESSIONS
DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) PLAN
IN ACCORDANCE WITH 49 CFR PART 23**

For

**MANCHESTER-BOSTON REGIONAL AIRPORT
MANCHESTER, NEW HAMPSHIRE**

FEDERAL FISCAL YEARS 2019-2021

January 2019

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OBJECTIVES and POLICY STATEMENT

The City of Manchester, New Hampshire, Department of Aviation (the 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. Manchester-Boston Regional 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 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 Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also our policy:

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

Wayne Robinson, Airport Auditor, has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, he 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 Airport has disseminated this policy statement to the Department of Aviation and all of the components of our organization. We have distributed this statement to ACDBE and non-ACDBE concessionaire communities in our area. A copy of this plan has been mailed to local minority and women's organizations. We have requested comments from these organizations concerning the availability of DBE's to participate in concessions activities at the Airport and what changes, if any, can be made to provide a more level playing field for the participation of DBEs. Further, a public notice announcing our overall plan and goal was published on the airport's website and in the local paper. This notice informed the public that the plan and goal was available for review and comment. Further, a copy of the plan will be distributed to each potential concessionaire at the time of advertisement on future concession contracts including extensions and options.

Theodore S. Kitchens, AAE Airport Director
City of Manchester, Department of Aviation

Date

SUBPART A – GENERAL REQUIREMENTS

Section 23.1 Objectives

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

Section 23.3 Definitions

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

AIRPORT: The term “AIRPORT” refers to the City of Manchester New Hampshire, Department of Aviation, or its authorized representatives. The City of Manchester Department of Aviation operates the Manchester-Boston Regional Airport.

SPONSOR: The term “sponsor” means the recipient of an FAA grant. The City of Manchester Department of Aviation is the sponsor, or recipient of FAA Federal Funds which are used at the Manchester-Boston Regional Airport.

Section 23.5 Applicability

Manchester-Boston Regional Airport is a primary airport and the recipient of federal financial assistance from the Federal Aviation Administration (FAA) for airport development after January 1988 that was authorized under Title 49 of the United States Code.

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:

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

- (2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Section 23.11 Compliance and Enforcement

The Airport will comply with and is subject to the provisions of 49 CFR Part 26 (26.101 and 26.105 through 26.109).

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's 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 City of Manchester Department of Aviation ACDBE program or otherwise violates applicable Federal statutes.

SUBPART B – ACDBE Programs

Section 23.21 ACDBE Program Updates

Since the Manchester-Boston Regional Airport is a primary airport we are 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 the FAA every three (3) years on or about October 1st. Until our new ACDBE program is submitted and approved the Airport will continue to implement our previous concessions DBE program, except with respect to any provision that is contrary to 49 CFR Part 23.

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

Section 23.23 Administrative Provisions

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

ACDBE Liaison Officer (ACDBELO): The Airport has designated the following individual as our ACDBELO:

Wayne Robinson
Airport Auditor
Manchester-Boston Regional Airport
City of Manchester, Department of Aviation
1 Airport Road, Suite 300
Manchester, NH 03103-5299
wrobinson@flymanchester.com

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 Director concerning ACDBE program matters.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with other appropriate officials. The ACDBELO also has an administrative staff to assist in the administration of the program. Together, the duties and responsibilities include the following:

1. Advise the airport director on ACDBE matters and achievement.
2. Ensure non-discrimination assurances are included in all new proposals and new concession agreements and management contracts (ref. Section 23.9, 23.45 and Attachment 2).
3. Monitors compliance and exercises enforcement measures (ref. Section 23.11 and 23.29).
4. Submit the next 3-year update (ref. Section 23.21 and 23.41).

5. Submit interim updates when significant changes occur to the ACDBE program (ref. Section 23.21).
6. Execute measures to ensure nondiscrimination participation of ACDBE's (ref. Section 23.25).
7. Retain ACDBE information and conduct annual reporting on or about March 1st each year (ref. Section 23.27).
8. Conduct stake holder consultation in goal setting (ref. Section 23.43).
9. Monitor goal attainment and set concession specific goals (ref. Section 23.45).
10. Obtaining documentation of good faith efforts by bidder/offeror (ref. Section 23.45).
11. Count and calculate concession and rental car participation (ref. Section 23.53 and 23.55).
12. Assess potential for ACDBE participation when material amendments (renewals, extensions) to existing contracts are made (ref. Section 23.71).
13. Prohibit long term (greater than 5 year) exclusive agreements without prior FAA approval (ref. Section 23.75).
14. Collect and catalog concessionaire receipts on an annual basis (ref. Attachment 2).
15. Refer potential ACDBE's to the NHDOT or other state UCP's for certification.
16. Direct interested parties to the NHDOT Directory or other state UCP's for certified DBE's.

Section 23.25 Ensuring Nondiscriminatory Participation of ACDBEs

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

- Identify opportunities for ACDBE's on concession agreements and sub agreements.
- Encourage non-ACDBE concessionaires to consider subcontracting opportunities with ACDBE's.
- Aid non-ACDBE concessionaires in locating ACDBE's for subcontracting opportunities. (Reference Attachment 1 to this plan)
- In all concession agreements entered into with the Airport, the agreement signed by the concessionaire will include statements that ensure the Airport that: *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.*

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 (23.25(c)).

The Airport's overall goal methodology, a description of the race-neutral measures it will take to meet the goals are described in Section 23.25 and Attachments 3 and 4 of this plan. The goals are set consistent with the requirements of Subpart D. (23.25(b), (d))

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 described in Section 23.25(e)(1-2). Refer to race-conscious measures in Attachment 3 and 4 of this plan.

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

Section 23.27 Reporting

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

The Airport will submit to the FAA Regional Civil Rights Office, an annual ACDBE participation report on the form in Appendix A of Part 23 on or about March 1st each year.

Section 23.29 Compliance and Enforcement Procedures

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

1. In the event that a concessionaire does not comply with the Airport's ACBDE Policy and Plan set forth in an agreement, or to establish a good faith effort to meet contract goals, the Airport will impose such contract sanctions as the Airport, the FAA or both may determine to be appropriate.
2. If at any time the Airport has reason to believe that the concessionaire is in default of this policy and plan, the Airport may, in addition to pursuing any other available legal remedy, terminate, suspend or cancel the agreement in whole or in part; and/or suspend or debar the concessionaire from eligibility to contract with the Airport in the future.
3. The Airport will bring to the attention of the Department of Transportation (DOT) any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
4. The Airport will consider similar action under our own legal authorities, including responsibility determinations in future contracts. We have listed the regulations, provisions, and contract remedies available to us in the events of non-compliance with the ACDBE regulation by a participant in our procurement activities (see Attachment 2).
5. The Airport will also implement a 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. This will be accomplished through annual reporting procedures. Each concessionaire will be required by contract to submit gross receipts report to the Airport's property and contract department through the ACDBELO. Refer to Attachment 9 for the reporting form and requirements. The department or the ACDBELO will verify that the ACDBEs utilized are certified as DBEs pursuant to Section 23.23. The gross receipts from each concessionaire will be entered into corresponding spreadsheets which will be used to track ACDBE participation and progress towards meeting the Airport's established goal. In the event that a concessionaire does not achieve the goal DBE participation, the concessionaire will be required by contract to submit documentation of a good faith effort. The good faith effort

documentation will be reviewed by the ACDEBLO for conformance with SUBPART D of this plan.

6. In our reports of ACDBE participation to FAA, the AIRPORT will show both commitments and attainments, as required by the DOT reporting form.
7. Refer to Attachment 2 for monitoring and enforcement mechanisms for concessionaire agreements.

SUBPART C – CERTIFICATION AND ELIGIBILITY

Section 23.31(a) Certification Standards and Procedures

The Airport will utilize the New Hampshire Department of Transportation (NHDOT) DBE Certification Program administered by the NHDOT. The NHDOT will make certification decisions on behalf of the Airport for ACDBE's. The Airport will recognize out of state UCP's as DBE certification authorities. Refer to Attachment 6 for the NHDOT DBE certification website.

Section 23.31(c) Review of Eligibility

The Airport will consider the NHDOT UCP annual reviews as sufficient review of eligibility of DBE's. Also, prior to entering into a new contract, extension, or option with a currently certified ACDBE, we will review their eligibility at that time through the NHDOT UCP. To review the eligibility, we will consult the NHDOT DBE Directory or other state UCP as appropriate. Eligibility requirements are specified in Sections 23.33, 23.35 and 23.37 of this plan.

Section 23.33 Size Standards

The Airport will direct the state UCP to the eligibility size criteria of this section. We will treat a firm as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous three fiscal years do not exceed \$56.42 million. Additionally, the size standard 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 (3) previous fiscal years; for pay telephone companies the standard is 1,500 employees; and for automobile dealers the standard is 350 employees. The Airport will review the Federal Register for any adjustments stated in this paragraph to the gross receipts of small businesses and car rental companies. (23.33)

Section 23.35 Personal Net Worth Standard

The Airport will direct the state UCP to the personal net worth criteria of this section. The personal net worth standard used in determining eligibility for purposes of Part 23 is \$1.32 million (23.35). We recognize that in calculating personal net worth, the following exclusions apply: 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 if considered prior to June 20, 2012: 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. 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)

Section 23.37 Participation Based on Part 26 Eligibility

The Airport will presume that a firm that is certified as a DBE under Part 26 is eligible to participate as an ACDBE (23.37(a)). We will ensure that disadvantaged owners of DBE certified firms under Part 26 are able to control the firm with respect to its activity in the concessions program (23.27(b)).

Section 23.39 Removal of a Concessionaire Based on Eligibility

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, we may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. We will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification. (23.39(e)).

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 sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. The sponsor will report any significant overall goal adjustments to the FAA (23.41(a)(c)).

If the average annual concession revenues for car rentals over the preceding 3 years do not exceed \$200,000, we need not submit an overall goal for car rentals. Likewise, if the average annual concession revenues for concessions other than car rentals over the preceding 3 years do not exceed \$200,000, we need not submit an overall goal for concessions other than car rentals. We understand that "revenue" means total revenue generated by concessions, not the fees received by the AIRPORT from concessionaires (23.41(b)).

The sponsor's overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals(23.41(d)).

Section 23.43 Consultation in Goal Setting

The Airport consults with stakeholders before submitting the overall goals to the FAA. Stakeholders will include, but not be limited to, minority and women's business groups, community organizations, trade associations representing concessionaires currently located at the Airport, as well as existing concessionaires themselves, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the sponsors efforts to increase participation of ACDBEs.

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

Section 23.45 Overall Goals

As a condition of eligibility for FAA financial assistance, we will submit the overall goals every three (3) years on or about October 1st.

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 at least 90 days before issuing the solicitation for the new concession opportunity (23.45(i)).

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

A description of the methodology to calculate the overall goal for concessions other than car rentals, the goal calculations, and the data we relied on can be found in Attachment 3 to this program.

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

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

The breakout of estimated race-neutral and race-conscious participation can be found with the goal methodology in Attachments 3 and 4 to this plan. 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)(e)(1)(iv)

The Airport may 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.

We may establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities.

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

If the concession specific goal is obtained 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. (23.25(e)(1)(i))

If 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(e)(1)(ii))

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

To be eligible to be awarded a concession that has a concession specific goal, bidders/offerors must make good faith efforts to meet the goal. A bidder/offeror may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so. (23.25(e)(1)(iii)). 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. Specifically the following:

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

The ACDBELO is responsible for determining whether a concessionaire who has not met the concession specific goal has documented sufficient good faith efforts to be regarded as responsive.

A bidder/offeror must, in order to be 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. Good faith effort documentation to be submitted by the concessionaire is provided in Attachment 5.

The ACDBELO 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))

Within 7 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 following reconsideration official:

Emily Gray Rice
City Solicitor
One City Hall Plaza
Manchester, NH 03103
Phone: 603-624-6523

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

As part of this reconsideration, the 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 our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the 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.

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 AIRPORT to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this concession will be conditioned upon satisfying the requirements of this proposal/bid specification. These requirements apply to all concessions firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of ____ percent of (*annual gross receipts; value of leases and/or purchases of goods and services*) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (see Attachment 5 to this plan), to meet the concession specific goal for ACDBE participation in the performance of this concession.

Section 23.53 Counting ACDBE Participation for Car Rental Goals

The Airport will count ACDBE participation toward overall goals for car rentals as provided in 49 CFR 23.53. The car rental companies will count the following: 1) purchases or leases of vehicles from certified ACDBE vendor. If the car rental company elects to use purchases and leases of vehicles, the car rental company must also submit to the Airport documentation of good faith efforts

to ACDBE participation from other ACDBE providers of goods and service; 2) if elected, count ACDBE participation through direct ownership and 3) for other goods and services, count participation toward ACDBE goals as provided in Sections 26.55 and 23.55.

Special rules that apply to counting participation include the following: 1) count the entire amount of repairs made by an ACDBE vendor, provided the fees are not excessive, are reasonable and are customary; 2) count the entire fee charged by an ACDBE to manage a car rental concession, provided the fees are not excessive, are reasonable and are customary; 3) do not count the fee paid to an ACDBE dealership or service station for warranty related work.

Section 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 23.55. The non-car rental concessionaires will count the following: 1) ACDBE participation that results from a commercially useful function as defined in Section 26.55(c); 2) the total dollar value of gross receipts an ACDBE earns under a concession or sub-concession agreement; 3) the dollar value of a management contract or subcontract performed by an ACDBE; 4) in a joint venture, count the portion of the gross receipts equal to the distinct, clearly defined portion of work performed by the ACDBE; 5) the fees or commissions charged by the ACDBE for services; 6) 100% of the cost of goods obtained from an ACDBE manufacturer; and 7) 100% of the cost of goods purchased from an ACDBE regular dealer.

If the ACDBE is neither a manufacturer nor a regular dealer, count the entire amount of fees, commissions and transportation costs charged in the procurement of the goods and delivery of the goods, provided the costs are reasonable, not excessive and customary. Do not count any portion of the costs of the goods.

Do not count the following: 1) the subcontract value a non-ACDBE enters into with an ACDBE; 2) cost of goods and services from firms not certified as ACDBE's; 3) gross receipts from a firm after its ACDBE eligibility has been removed; and 4) costs incurred in connection with renovation, repair or construction of a concession facility (i.e. "build-out").

Section 23.57 What happens if a recipient falls short of meeting its overall goals?

(a) The Airport cannot be penalized, or treated by the FAA as being in noncompliance with this part, simply because the Airport's ACDBE participation falls short of the overall goals. The Airport can be penalized or treated as being in noncompliance only if the Airport fails to administer the ACDBE program in good faith.

(b) If the awards and commitments shown on the Airport's Uniform Report of ACDBE Participation at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the Airport must do the following in order to be regarded by the Department as implementing your ACDBE program in good faith:

(1) Analyze in detail the reasons for the difference between the overall goal and the Airport concessionaire awards and commitments in that fiscal year;

(2) Establish specific steps and milestones to correct the problems the Airport has identified in the Airport's analysis and to enable the Airport to meet fully the goal for the new fiscal year;

(3) As a non-CORE 30 airport, the Airport will retain analysis and corrective actions in our records for three years and make it available to the FAA, on request, for their review. (23.57(b)(3)(i) and (ii)).

(4) The FAA may impose conditions on the Airport as part of its approval of the recipient's analysis and corrective actions including, but not limited to, modifications to the Airport's overall goal methodology, changes in the Airport's race-conscious/race-neutral split, or the introduction of additional race-neutral or race-conscious measures.

(5) The Airport may be regarded as being in noncompliance with this part, and therefore subject to the remedies in §23.11 of this part and other applicable regulations, for failing to implement your ACDBE program in good faith if any of the following things occur:

(i) The Airport does not submit the analysis and corrective actions to FAA in a timely manner as required under paragraph (b)(3) of this section;

(ii) FAA disapproves your analysis or corrective actions; or

(iii) The Airport does not fully implement:

(A) The corrective actions to which the Airport has committed, or

(B) Conditions that the FAA has imposed following review of the Airport's analysis and corrective actions.

(c) If information coming to the attention of FAA demonstrates that current trends make it unlikely that the Airport will achieve ACDBE awards and commitments that would be necessary to allow you to meet your overall goal at the end of the fiscal year, the FAA may require you to make further good faith efforts, such as modifying your race-conscious/race-neutral split or introducing additional race-neutral or race-conscious measures for the remainder of the fiscal year.

Section 23.61 Quotas or Set-asides

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

Section 23.75 Long-Term Exclusive Agreements

The Airport will not enter into future 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 5 years. The Airport 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 and exclusive agreement, the Airport will submit detailed information to the FAA Regional Civil Rights Office for review and approval.

Section 23.79 Geographic Preferences

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

Attachments follow

Attachment 1

Potential ACDBE List and References

Refer to the "FAA dbe-Connect" <https://faa.dbesystem.com/> for a national repository of DBE firms.

New Hampshire Department of Transportation DBE Directory
<http://www.nh.gov/dot/org/administration/ofc/documents/CompleteDBEDirectory.pdf> .

Massachusetts Supplier Diversity Office Directory
<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectoryDownload.aspx>

Attachment 2

Monitoring and Enforcement Mechanisms

The Airport has available the following remedy to enforce the ACDBE requirements contained in its concession contracts:

1. Breach of contract action, pursuant to the terms of the contract between the Airport and the concessionaire. Breach of contract actions include termination of the existing contract or debarment from being able to bid on future contracts. Debarment is cited in the City of Manchester, NH Procurement Code (Adopted 5/3/2005) as excerpted from City of Manchester Code of Ordinances, Title III, Section 39.

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

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

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. The Airport will monitor the compliance and good faith efforts of concessionaires in meeting the requirements of this policy and plan. The Airport will have access to the necessary records to examine such information as may be appropriate for the purpose of investigating and determining compliance with this policy and plan, including but not limited to, records, records of expenditures, subcontracts, and other records pertaining to ACDBE participation.
2. The Airport will insert the following provisions into concessions agreements and management contracts:
 - A. 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.
 - B. 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.
 - C. The Airport's Concessions and Disadvantages Enterprise Program for Federally Funded Projects and its contents are hereby included in the terms of this concessions contract.
 - D. The Airport reserves the right to review any and all concessionaire information it deems reasonable, including but not limited to all concessionaire financial records, sub agreements, sub leases, for the purpose of monitoring and determining conformance with the ACDBE plan and program.

- E. The Airport reserves the right to contact and/or review any sub concessionaires or sub lessee's records for the purpose of monitoring and determining compliance with ACDBE plan and program.
 - F. The Airport reserves the right to review all sub-leases or subcontracts, in advance of their commitment, utilized by the concessionaire for the compliance with the ACDBE plan and program.
 - G. The concessionaire shall submit gross receipts to the Airport on an annual basis.
 - H. Upon the Airport's request, the concessionaire shall submit an annual ACDBE participation report. The report shall certify the actual %DBE participation and, if necessary, document good faith efforts if the contract goal is not achieved.
3. The Airport will implement the following monitoring and compliance procedures:
- A. The concessionaire will submit gross receipts to the Airport on a monthly basis.
 - B. Gross receipts will be reviewed by the Airport's property and contract management staff for conformance with the concession contract and the ACDBE plan.
 - C. The gross receipts will be entered into corresponding spreadsheets which will be used to track ACDBE participation and progress towards meeting the Airport's established goal.
 - D. On an annual basis the Airport will verify that ACDBEs utilized are currently certified by the NHDOT state UCP prior to counting the ACDBE for reporting purposes.
 - E. On an annual basis the Airport will review the actual %DBE participation and compare it to the commitments established as terms of the concessions contract.
 - F. Prior to the exercise of any contract renewal, extension, or material amendment the Airport will review the concessionaire's contract and may make any adjustments in the ACDBE requirement as warranted.
 - G. In the event that a concessionaire does not achieve the goal DBE participation, the concessionaire will be required by contract to submit documentation of a good faith effort. The good faith effort documentation will be reviewed by the ACDEBLO for conformance with SUBPART D of this plan.
4. The Airport will implement our compliance and monitoring procedures as follows:

The monthly and annual reviews listed above will be performed by the Airport's Property and Contract Management staff and ACDBELO.

Attachment 3

Section 23.51: Overall Goal Calculation for Concessions Other Than Car Rentals

Concessions Goal

The Airport's overall goal for concessions other than car rental during the period beginning October 1, 2018 and ending September 30, 2021 is the following: 4.05% of the total gross receipts for concessions at Manchester-Boston 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 concessions.

Annual Sales

Concessions revenue at the AIRPORT from the past three-year period is as follows:

Table 1: Annual Gross Sales for FY 2015-2017

Fiscal Year	Gross Receipts
2015	\$9,404,142
2016	\$9,744,131
2017	\$9,567,487
Total	\$28,715,760
Average	\$9,571,920

Based on the available historical information, as provided in the Table 1 above, the average concession opportunities anticipated during this goal period for non-car rental concessions at the AIRPORT is approximately \$9.6 million per year. If a new concession opportunity arises prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the AIRPORT will submit an appropriate adjustment to the overall goal. This will be submitted to the FAA for approval at least 90 days prior to the solicitation (23.45(i)).

Methodology used to Calculate Overall Goal

Market Area:

Market area is defined by the geographical area in which the substantial majority of firms seeking to do concession-related business with the Airport are located and the geographical area in which the firms which receive the substantial majority of the concession-related revenues are located. (23.51(b)(3)). Based on the available historical information, New Hampshire is determined to be the market area.

Using the Census Bureau's County Business Pattern (CBP) data base, we determined the number of all ready, willing and able businesses in the New Hampshire market that perform work related to the concession type businesses currently and in the anticipated future at the Airport. This information is provided in Table 2.

Table 2: US Census Bureau Data – New Hampshire Data

Concession Type Businesses	NAICS Code	Number of Establishments in NH¹
Food & Beverage Stores	445	661
News & Gifts	45322	178
Specialty Retail	453	725
Vending Machine Operators	4542	20
Advertising Agencies	5418	137
TOTAL		1,721

¹ Derived from US Census Bureau data, 2016* County Business Patterns Data (NAICS)
<http://factfinder.census.gov>

Based on the NH market area, we used the NHDOT DBE directory to determine DBE's that could provide services to the concession type businesses listed in Table 2. This information is provided in Table 3.

Table 3: NHDOT DBE Directory – New Hampshire Data

Service Provided	Number of DBE's in NH¹
Food Consulting	3
News & Gifts	2
Specialty Retail	3
Vending Machine Operators	0
Advertising Agencies	10
TOTAL	18

¹ Derived from New Hampshire Department of Transportation (DOT) "Complete DBE Directory" – August 2018
<http://www.nh.gov/dot/org/administration/ofc/documents/CompleteDBEDirectory.pdf>

Base Figure Calculation Step 1 - 23.51(c)(1):

We determined the base figure for the relative availability of ACDBEs other than car rentals. The base figure was calculated using the data presented in Tables 2 and 3 as follows:

Ready, willing, and able non-car rental ACDBEs in the market area (Table 3)
Base figure = _____

All ready, willing and able non-car rental concession firms in the market area (Table 2)

Base Figure for non-car rental concessions = $18/1,721 = 1.0\%$

Neither an Active Participants List (23.51(c)(2)) nor a disparity study (23.51(c)(3)) are available for use in the base goal calculation.

Base Figure Adjustment Step 2 - 23.51(d):

After calculating a base figure of the relative availability of ACDBEs, we examined relevant evidence reasonably available to determine what adjustment, if any, is needed to the base figure in order to arrive at the overall goal.

An adjustment to the base goal may be made based upon the current capacity of ACDBEs to perform work in our concessions program by measuring the volume of work ACDBEs have performed in the recent years. (23.51(d)(1)(i)). The past 3 years of data (2015-2017) from the AIRPORT concessions program was reviewed. The data indicates an average of 7.1% ACDBE participation for the previous three years.

An adjustment to the base goal may also be made based on a disparity study (23.51(d)(1)(ii)). There are no disparity studies conducted within our jurisdiction that relate to concessions. We will continue to contact state and local agencies to determine when a disparity study becomes available. The AIRPORT does not have any evidence of disparities affecting the ability of DBEs to grow, form and compete.

Given the above information, the Airport has determined to adjust the goal based on the average of the last three years of performance (7.1%) and the base figure (1.0%) to 4.05%. This was obtained by the mathematical average $(1.0\% + 7.1\%)/2 = 4.05\%$. Therefore, the goal for Concessions Other Than Car Rentals is 4.05%.

Table 4 -Past History Participation

Fiscal Year	Goals	Accomplishments
2015	0.55%	0.0%
2016	0.55%	0.0%
2017	0.55%	21.2%
Average	0.55%	7.1%

Goals, Good Faith Efforts and Counting – Other than Car Rentals (23.47)

Goods and Services:

We strive to meet the percentage goal by including the purchase from ACDBEs of goods and services used in businesses conducted at the Airport. We, 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 total gross receipts of concessions

(ACDBEs and non-ACDBEs) may be added to the denominator (23.47(a)).

Management Contract or Subcontract:

We strive to meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. We, 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. While we realize that this appears to go against the normal rules and rationale for goal-setting, we understand that this method is nevertheless required by Section 23.47(c).

Consultation with Stakeholders (23.43)

Prior to submitting this goal to the FAA, the Airport consulted with the following stakeholders:

1) Local minority and women's business groups, community organizations and trade associations:

Southern NH Outreach for Black Unity
142 Main St
Nashua, NH 03060
Tel: 603-882-8994

NH Dept. of Employment Security
45 South Fruit St.
Concord, NH 03301
Tel: 603-224-3311

NH Commission on the Status of Women
Room 334, State House Annex
Concord, NH 03301
Tel. 603-271-2660

2) All Current Concessionaires.

**Breakout of Estimated Race-Neutral & Race Conscious Participation
Sections 23.45(f) and 23.51(d)(5)**

The Airport will strive to 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.

1. Identify opportunities for ACDBE's on concession agreements and sub agreements and notify concessionaires of potential participation opportunities.
2. Encourage non-ACDBE concessionaires to consider subcontracting opportunities with ACDBE's.
3. Aid non-ACDBE concessionaires in locating ACDBE's for subcontracting opportunities.
4. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; (Reference Attachment 1 to this plan)

We estimate that, in meeting our overall goal of 4.05%, we will obtain 0.0% from race-neutral participation. In the last 3 years, there has been no ACDBE participation on concession leases that did not have ACDBE goal requirements.

We anticipate that race-neutral measures alone, will not be sufficient to meet our overall goal, therefore we will use the following race-conscious measures to meet the overall goal:

1. We will establish concession-specific goals for particular concession opportunities (23.25(e)(1)).
2. Negotiations with potential concessionaires to include ACDBE participation in operation of the concession (23.25(e)(2)).

In order to ensure that our ACDBE program will be narrowly tailored to overcome the effects of discrimination, when we use concession specific goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)). We will track and report race-neutral and race conscious participation separately.

For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to, the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures; ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

We will maintain data separately on ACDBE achievements in those contracts with and without concession specific goals.

Attachment 4

Section 23.51: Overall Goal Calculation for Car Rentals

Rental Car Goal

The Airport's overall goal for car rentals during the period beginning October 1, 2018 and ending September 30, 2021 is the following: 0.4% of the total goods and services of the car rental operations at the Manchester-Boston Regional Airport.

Annual Sales

Car Rental revenue at the Airport from the past three-year period is as follows:

Table 1: Average Annual Gross Sales for FY 2015-2017

Fiscal Year	Gross Receipts
2015	\$29,834,171
2016	\$31,744,497
2017	\$33,097,690
Total	\$94,676,358
Average	\$31,558,786

Based on the available historical information, as provided in the Table 1 above, the average annual gross receipts during this goal period for car rental concessions at the Airport is anticipated to be approximately \$31.6 million per year. If a new rental car opportunity arises prior to the end of this goal period and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the Airport will submit an appropriate adjustment to the overall goal. This will be submitted to the FAA for approval at least 90 days prior to the solicitation (23.45(i)).

Methodology used to Calculate Overall Goal

Market Area:

Market area is defined by the geographical area in which the substantial majority of firms seeking to do concession-related business with the Airport are located and the geographical area in which the firms which receive the substantial majority of the concession-related revenues are located. (23.51(b)(3)). We based the market area on the geographical area rental car companies at the airport typically purchase their goods and services. This area consists of the following counties: Belknap NH, Merrimac NH, Strafford NH, Cheshire NH, Hillsboro NH, Rockingham NH, Worcester MA, Middlesex MA, Essex MA, Suffolk MA and Norfolk MA.

Using the Census Bureau's County Business Pattern (CBP) data base, we determined the number of all ready, willing and able businesses in the market area that provide goods and services related to the rental car type businesses. We then used the NHDOT and SOMWBA directories to determine the number of ACDBE firms that provide related services (i.e. towing, insurance, janitorial services, repair, petroleum products) in the market area. This information is provided in Table 2.

Table 2: Rental Car Related Businesses - Relative Availability of DBEs in Market Area Compared to All Firms

County	Total # of Car Rental Related Companies in Market Area. ¹	# of Car Rental Related DBE Companies in Market Area ^{2,3}
Belknap NH	85	0
Cheshire NH	92	0
Hillsborough NH	518	1
Merrimack NH	197	0
Rockingham NH	391	1
Strafford NH	130	0
Essex MA	837	9
Middlesex MA	1658	14
Norfolk MA	844	8
Suffolk MA	715	11
Worcester MA	854	4
TOTAL	6,321	48

¹ Source: US Census Bureau Data, 2013 County Business Patterns

NAICS Codes:

424720 – Petroleum Products

488410 – Motor Vehicle Towing

524210 – Insurance

561720 – Janitorial Services

811111 – General Automotive Repair

811121 – Automotive Body, Paint, and Interior Repair

811122 – Automotive Glass Replacement Shops

<http://censtats.census.gov/cbpnaic/cbpnaic.shtml>

² Source: NH DOT Disadvantaged Business Enterprise Directory, August 2018

<http://www.nh.gov/dot/org/administration/ofc/documents/CompleteDBEDirectory.pdf>

³ Source: Massachusetts Directory of Disadvantage Business Enterprises, Nov. 2018

<https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectoryDownload.aspx>

Base Figure Calculation Step 1 - 23.51(c)(1):

We determined the base figure for the relative availability of DBEs for car rentals. The base figure was calculated using the data presented in Table 2 as follows:

$$\text{Base figure} = \frac{\text{Ready, willing, and able car rental related DBE establishments in the market area}}{\text{All ready, willing and able car rental companies in the market area}}$$

Base Figure = $48 / 6,321 = 0.8\%$

Neither an Active Participants List (23.51(c)(2)) nor a disparity study (23.51(c)(3)) are available for use in the base goal calculation.

Base Figure Adjustment Step 2 - 23.51(d):

After calculating a base figure of the relative availability of DBEs, we examined relevant evidence reasonably available to determine what adjustment, if any, are needed to the base figure in order to arrive at the overall goal.

An adjustment to the base goal may be made based upon the current capacity of DBEs to perform work in our rental car program by measuring the volume of work DBEs have performed in the recent years. (23.51(d)(1)(i)). The past 3 years of data (2015-2017) from the AIRPORT rental car program was reviewed. The data indicates no (0%) DBE participation.

An adjustment to the base goal may also be made based on a disparity study (23.51(d)(1)(ii)). There are no disparity studies conducted within our jurisdiction that relate to rental car activities. We will continue to contact state and local agencies to determine when a disparity study becomes available. The AIRPORT does not have any evidence of disparities affecting the ability of DBEs to grow, form and compete.

Given the above information, the Airport has determined to adjust the goal based on the last year of performance (0%) and the base figure (0.8%) to 0.4%. This was obtained by the mathematical average $(0.8\% + 0\%)/2 = 0.4\%$. Therefore, the goal for Concessions Other Than Car Rentals is 0.4%.

Fiscal Year	Goals	Accomplishments
2015	0.45%	0.0%
2016	0.45%	0.0%
2017	0.45%	0.0%
Average	0.45%	0.0%

Consultation with Stakeholders (23.43)

Prior to submitting this goal to the FAA, the Airport consulted with the following stakeholders:

1) Local minority and women’s business groups, community organizations and trade associations:

Southern NH Outreach for Black Unity
PO Box 3323
Nashua, NH 03061
Tel: 603-882-8994

NH Dept. of Employment Security
32 South Main Street
Concord, NH 03301
Tel: 603-224-3311

NH Commission on the Status of Women
Room 212, State House Annex
Concord, NH 03301
Tel. 603-271-2660

2) Current Rental Car companies:

Avis, Budget, (together owned by local franchise Hoyt Leasing); Hertz, Dollar, Thrifty, (together owned by Hertz Global Enterprises); Enterprise, Alamo, National (together owned by Enterprise Holdings Inc.).

Breakout of Estimated Race-Neutral & Race Conscious Participation
Section 23.45(f) and 23.51(d)(5)

The Airport will strive to meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating DBE participation. The Airport uses the following race-neutral measures to increase DBE participation.

1. Identify opportunities for DBE's on concession agreements and sub agreements and notify concessionaires of potential participation opportunities.
2. Encourage non-DBE concessionaires to consider subcontracting opportunities with DBE's.
3. Aid non-DBE concessionaires in locating DBE's for subcontracting opportunities.
4. Providing information concerning the availability of DBE firms to competitors to assist them in obtaining DBE participation; (Reference Attachment 1 to this plan)

We estimate that, in meeting our overall goal of 0.4%, we will obtain 0.0% from race-neutral participation. Historically, there has been no ACDBE participation on rental car leases that did not have ACDBE goal requirements.

We anticipate that race-neutral measures alone, will not be sufficient to meet our overall goal, therefore we will use the following race-conscious measures to meet the overall goal:

1. We will establish concession-specific goals for particular concession opportunities (23.25(e)(1)).
2. Negotiations with potential concessionaires to include ACDBE participation in operation of the concession (23.25(e)(2)).

In order to ensure that our ACDBE program will be narrowly tailored to overcome the effects of discrimination, when we use concession specific goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)). We will track and report race-neutral and race conscious participation separately.

For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to, the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures; ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

We will maintain data separately on ACDBE achievements in those contracts with and without concession specific goals.

Attachment 5

Forms 1 & 2 for Demonstration of Good Faith Efforts

Forms 1 and 2 shall be provided as part of solicitation documents.

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

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

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

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

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____
(Signature) Title

FORM 2: LETTER OF INTENT

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of ACDBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of potential work to be performed by ACDBE firm:

The bidder/offeror is committed to attempting to locate an ACDBE firm for the work described above. The estimated dollar value of this work is \$ _____.

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

(Submit this page for each ACDBE subcontractor.)

Attachment 6

Certification Application Forms

<http://www.nh.gov/dot/org/administration/ofc/index.htm>

Attachment 7

Procedures for Removal of ACDBEs Eligibility

The procedures for the AIRPORT to remove and an ACDBE's eligibility shall be conducted in conformance to 49 CFR Part 26.87.

Attachment 8

Regulations: 49 CFR Part 23

<http://www.ecfr.gov/cgi-bin/text-idx?SID=7297165e3600bb670309f3b1af4fdb41&node=pt49.1.23&rgn=div5>

Attachment 9

Annual Reporting Form

From: Prime Concessionaire/Rental Car Company/DBE Management Contract

Company Name: _____

To: The Director, Manchester-Boston Regional Airport

Report Date: _____ (**due January 1st the year following the reporting period below**)

In accordance with Section 23.29(5) of the Manchester-Boston Regional Airport's ACDBE Plan, we are providing the annual reporting.

Reporting Period (Insert Years): From October 1, _____ to September 30, _____

Prime Concessionaire/Rental Car Company/DBE Management Contract Annual Gross Receipts: \$ _____ Is this a new contract this period? (Y/N) _____ Is Prime Concessionaire/Rental Car Company a DBE? (Y/N) _____

Subcontracted firms:

<i>Firm Name and Address</i>	<i>Dollar (\$)</i>	<i>DBE? (Y/N)</i>	<i>If DBE, Race Conscious? (Y/N)</i>	<i>New Contract? (Y/N)</i>

Goods and Services firms:

<i>Firm Name and Address</i>	<i>Dollar (\$)</i>	<i>DBE? (Y/N)</i>	<i>If DBE, Race Conscious? (Y/N)</i>	<i>New Contract? (Y/N)</i>

Definitions:

"Prime Concessionaire/Rental Car" are concessions/rental car companies that have a direct relationship with the airport (e.g. a company who has a lease agreement directly with the airport to operate a concession).

A "DBE management contract" is an agreement between the airport and a DBE firm to manage a portion of the airport's facilities or operations (e.g., manager the parking facilities). Note only DBE firms are included and counted.

"Subcontracted" is a firm that has a sublease or other agreement with a Prime Concessionaire/Rental Car Company, rather than with the airport itself, to operate a concession/rental car company at the airport.

"Goods/services" refers to those goods and services purchased by the airport itself or by concessionaires and management contractors from certified DBEs.

"Race Conscious" is a firm selected for the purposed of achieving the Airport's DBE goal.

"New Contract" means the firm signed a new contract with the Airport, subcontracted firm or purchased goods and services this period from a firm that was not used in the previous reporting period. If goods and services are purchased without a contract, please still consider as if a contract is in effect.

(Provide additional sheets if necessary)

Attachment 10

Review Comments