



ACDBE PROGRAM PLAN

APRIL 2025

TABLE OF CONTENTS

SUB-PART A - GENERAL REQUIREMENTS & INFORMATION	3
SECTION 26.1.23 POLICY STATEMENT AND OBJECTIVES	4
SECTION 23.1 OBJECTIVES	4
SECTION 23.3 DEFINITIONS	6
SECTION 23.5 APPLICABILITY	6
SECTION 23.9 NON-DISCRIMINATION REQUIREMENTS	6
SECTION 23.11 COMPLIANCE AND ENFORCEMENT	7
SUBPART B – ACDBE PROGRAMS	8
SECTION 23.21 ACDBE PROGRAM UPDATES	8
SECTION 23.23 ADMINISTRATIVE PROVISIONS	8
SECTION 23.25 ENSURING NONDISCRIMINATORY PARTICIPATION OF ACDBES	11
SECTION 23.26 FOSTERING SMALL BUSINESS PARTICIPATION	11
SECTION 23.27 REPORTING	12
SECTION 23.29 COMPLIANCE AND ENFORCEMENT PROCEDURES	13
SUBPART C – CERTIFICATION AND ELIGIBILITY	14
SECTION 23.31 CERTIFICATION STANDARDS	14
SECTION 23.33 BUSINESS SIZE STANDARDS	14
SECTION 23.35 PERSONAL NET WORTH	14
SECTION 23.37 FIRMS CERTIFIED AS DBES	15
SECTION 23.39 OTHER ACDBE CERTIFICATION REQUIREMENTS	15
SUBPART D – GOALS, GOOD FAITH EFFORTS, AND COUNTING	16
SECTION 23.41 BASIC OVERALL GOAL REQUIREMENT	16
SECTION 23.43 CONSULTATION IN GOAL SETTING	16
SECTION 23.45 OVERALL GOALS	17
SECTION 23.53 COUNTING ACDBE PARTICIPATION FOR CAR RENTAL CONCESSIONS	22
SECTION 23.55 COUNTING ACDBE PARTICIPATION FOR CONCESSIONS OTHER THAN CAR RENTALS	22
SECTION 23.57(B) ACDBE GOAL ACCOUNTABILITY	23
SECTION 23.61 QUOTAS OR SET-ASIDES	24
SUBPART E – OTHER PROVISIONS	24
SECTION 23.71 EXISTING AGREEMENTS	24
SECTION 23.73 PRIVATELY OWNED OR LEASED TERMINAL BUILDINGS	24
SECTION 23.75 LONG-TERM EXCLUSIVE AGREEMENTS	24
SECTION 23.77 PREEMPTION OF LOCAL REQUIREMENTS	25
SECTION 23.79 GEOGRAPHIC PREFERENCES	26
ATTACHMENTS	26

Sub-Part A - General Requirements & Information

Name	City of Tallahassee
Location	Tallahassee, Florida
Trade Area	Leon County and three surrounding counties
Business Support	Manufacturing, Agriculture, Distribution Centers, Retail Sales, State Government, and Educational Facilities
Public Body	City Commission
Signature Body	Reese Goad, City Manager
Local Contact/ACDBELO	LaTanya Raffington, Senior Coordinator
Address	Office of Economic Vitality Minority, Women, & Small Business Enterprise (MWSBE) Division 315 S. Calhoun Street, Suite 450 Tallahassee, Florida 32301
Telephone Number	(P) (850) 300 – 7566
Email	lraffington@OEVforBusiness.org



**United States Department of Transportation - Federal Aviation Administration
Airport Concession Disadvantaged Business Enterprise Program
City of Tallahassee - Tallahassee International Airport**

49 CFR Part 23 Section 23.1.23 – Policy Statement and Objectives

The City of Tallahassee (City) has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) Program in accordance with regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 23. The City of Tallahassee, as Sponsor of Tallahassee International Airport, has received Federal funds for airport development and the City has signed Grant Assurances from the Federal Aviation Administration (FAA) that it will comply with 49 CFR Part 23.

It is the policy of the City to ensure that ACDBEs as defined in Part 23, have an equal opportunity to receive and participate in concession opportunities. It is also the City's policy:

1. To ensure nondiscrimination in the award and administration of opportunities for concessions by airports receiving Federal funds.
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions.
3. To ensure that the City's ACDBE program is narrowly tailored in accordance with applicable law.
4. To ensure that only firms that fully meet Part 23's eligibility standards are permitted to participate as ACDBEs at the Airport.
5. To help remove barriers to the participation of ACDBEs in concession opportunities at the Airport.
6. To promote the use of ACDBEs in all types of concession activities conducted by recipients.
7. To assist in the development of firms that can compete successfully in the marketplace outside the ACDBE Program.
8. To provide appropriate flexibility to the Airport in establishing and providing opportunities for ACDBEs.

Ms. LaTanya Raffington, Senior Coordinator, Tallahassee-Leon County Office of Economic Vitality, has been designated as the ACDBE Liaison Officer (ACDBELO). In this capacity, Ms. Raffington 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 City in its financial assistance agreements with the FAA.

This Policy Statement has been disseminated to the City Manager, Mayor, and City Commission of the City of Tallahassee and to all City Departments via interoffice memoranda. The City has distributed this statement to ACDBE and non-ACDBE concessionaire communities in the area via the City's website, local chambers of commerce, local trade organizations, professional organizations, and local minority, women, and disadvantaged business organizations.

David J. Pollard, C.M. Director of Aviation
Tallahassee International Airport

Apr 11, 2025

Date






TLH ACDBE program policy statement

Final Audit Report

2025-04-11

Created:	2025-04-11
By:	Angela Salas (angela.salas@talgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKTpAhKbnSwUDa1dme2xiPUHgOQi1y4p

"TLH ACDBE program policy statement" History

-  Document created by Angela Salas (angela.salas@talgov.com)
2025-04-11 - 4:25:44 PM GMT
-  Document emailed to David Pollard (david.pollard@talgov.com) for signature
2025-04-11 - 4:26:17 PM GMT
-  Email viewed by David Pollard (david.pollard@talgov.com)
2025-04-11 - 4:30:29 PM GMT
-  Document e-signed by David Pollard (david.pollard@talgov.com)
Signature Date: 2025-04-11 - 7:10:39 PM GMT - Time Source: server
-  Agreement completed.
2025-04-11 - 7:10:39 PM GMT

Section 23.1 Objectives

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

Section 23.3 Definitions

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

Section 23.5 Applicability

The Tallahassee International Airport is a non-hub primary airport, and the sponsor of federal airport funds authorized for airport development after January 1988 that was authorized under Title 49 of the United States Code.

Section 23.9 Non-discrimination Requirements

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

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

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

Section 23.11 Compliance and Enforcement

The City will comply with and is subject to the provisions of 49 CFR Part 26 (§§ 26.101 and 26.105 through 26.107). The City understands that the provisions apply to the concessions program under 49 CFR Part 23 similarly to how they apply to FAA recipients under Part 26.

The City 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.

2 C.F.R. Part 180, Government-wide Debarment and Suspension (Non-procurement), effective November 15, 2006, adopted and supplemented by USDOT at 2 C.F.R. Part 1200, effective June 2, 2008, provides Office of Management and Budget (OMB) guidance for federal agencies on the government-wide debarment and suspension system for non-procurement transactions, programs, and activities. 2 C.F.R. Part 1200 adopts the OMB guidance in subparts A through I of 2 CFR part 180, as supplemented by part 1200, as the Department of Transportation policies and procedures for non-procurement suspension and debarment.

The City'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 City's compliance with this part at any time, including but not limited to, reviews of paperwork, on-site reviews, and review of the City'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 City 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 City'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 United States Department of Transportation (USDOT) 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, USDOT 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 USDOT 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) 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) 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 the City's ACDBE program or otherwise violates applicable Federal statutes.

SUBPART B – ACDBE Programs

Section 23.21 ACDBE Program Updates

The Tallahassee International Airport is a non-hub primary airport, and, as such, the City is required to have an ACDBE program plan. As a condition of eligibility for FAA financial assistance, the City will submit its ACDBE program plan and overall goals to the FAA in accordance with 23.45(a) of this section.

Until the City's updated ACDBE program plan is submitted and approved, the City will continue to implement the ACDBE program plan that was in effect previously, except with respect to any provision that is contrary to 49 CFR Part 23.

This ACDBE program will be implemented at the Tallahassee International Airport. When the City makes significant changes to its ACDBE program, the City will provide the amended program to the FAA for approval prior to implementing the changes.

Section 23.23 Administrative Provisions

Policy Statement: The City is committed to operating its ACDBE program in a nondiscriminatory manner. The City's policy statement is described on the fourth page of this program plan.

ACDBE Liaison Officer (ACDBELO): The City has designated the following individual as its ACDBELO:

**Ms. LaTanya Raffington, Senior Coordinator
Tallahassee-Leon County Office of Economic Vitality
Minority, Women, & Small Business Enterprise (MWSBE) Division
315 S. Calhoun Street, Suite 450
Tallahassee, Florida 32301
(850) 891 – 6500
LRaffington@OEVforBusiness.org**

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the City complies with all provisions of 49 CFR Part 23. The ACDBE Liaison Officer has direct, independent access to the City Manager on ACDBE program issues. An organization chart displaying the ACDBELO's position in the organization is found in [Attachment 1](#) to this program.

The ACDBELO is responsible for developing, implementing, and monitoring the ACDBE/DBE program, in coordination with other appropriate officials - to include the assistance of the City Attorney, Director of Aviation, Assistant Director of Aviation and Purchasing & Contracting staff and consultant(s) as needed to provide legal, technical and coordination support to assist in the administration of the program.

The ACDBELO has a staff of 1 professional employee assigned to the ACDBE program.

The ACDBELO has primary responsibility for these duties, which shall be conducted, as needed, to ensure compliance with 49 CFR Part 23:

1. Gathers and reports statistical data and other information as required by FAA or USDOT.
2. Reviews third-party contracts and purchase requisitions for compliance with this program.
3. Ensures that bid notices and requests for proposals are available to ACDBEs in a timely manner.
4. Identifies contracts and procurements so that ACDBE goals are included in solicitations (both race-neutral methods and contract-specific goals).
5. Analyzes the City's progress toward attainment and identifies ways to improve progress.
6. Advises the City Manager and the governing body on ACDBE matters and achievements.
7. Chairs MBE/DBE/ACDBE Advisory Committee.
8. 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).
9. Explaining the ACDBE participation guidelines at pre-bid and pre-proposal conferences.
10. Plans and participates in ACDBE training seminars.
11. Acts as liaison to the Unified Certification Program in Florida.
12. Provides outreach to ACDBEs and community organizations to advise them of opportunities.
13. Maintains the City's updated directory on certified ACDBEs and distinguishes them from DBEs.
14. Advises the Assistant City Manager and staff on ACDBE matters.

Other personnel who have been assigned ACDBE program responsibilities include, but not limited to the following:

- 1) The Procurement Services Director, who is responsible for:
 - a. Ensuring that solicitations contain the clauses and goals required by this program.
 - b. Bid Protests
- 2) The designated Airport Staff, who are responsible for:

- a. Providing information to the ACDBE Liaison Officer on contracting opportunities, together with a breakdown of subcontracting possibilities.
 - b. Consulting with the ACDBE Liaison Officer on procurement policies, including bonding, licenses, and other requirements.
 - c. Providing administrative support by collecting all applicable information not limited to bid documentation, bids, change orders, commission agenda items with support documentation, prepare bidders list, collect all subcontractor documentation, maintain project and contract files, prepare ACDBE accomplishment report for review by the ACDBELO and other city departments.
 - d. Maintaining such data as grant information, account payable data, pay requests, lien waivers, spending data, etc.
- 3) Other staff and/or consultant(s), who shall maintain inspection reports, monitoring reports, certified payroll reports for development of labor compliance reports and such project management data, to assist the ACDBELO with ensuring compliance with 49 CFR Part 23.
- 4) The City Attorney's Office, which is responsible for reviewing contracts for legal sufficiency.

Directory: The City, through the Florida Uniform Certification Program (UCP), 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 UCP revises the Directory updated when a firm has been certified. The Directory is available to the public and interested persons can obtain access to the Directory. The Directory may be found in [Attachment 2](#) to this program plan.

Bidders/offerors may also be referred to the FAA's directory of firms at FAA Matchmaker (<https://faa.dbesystem.com>).

Financial institutions: It is the policy of the City to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on USDOT-assisted contracts to make use of these institutions. To date, the following institution has been identified:

FAMU Federal Credit Union
1610 South Monroe Street
Tallahassee, FL 32301
(850) 222-4541
<https://famufcu.com/>

The City will consider the services offered by this institution and refer concessionaires to them as noted above. The Airport will thoroughly investigate, on an annual basis, the full extent of services offered by any additional financial institutions owned and controlled by socially and economically disadvantaged individuals in the community and make reasonable efforts to use these institutions, when established. The Airport will also encourage prime concessionaires to use such institutions.

Section 23.25 Ensuring Nondiscriminatory Participation of ACDBEs

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

- The City does not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 23 on the basis of race, color, sex, or national origin.
- In administering its ACDBE program, the City 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 the respect to individuals of a particular race, color, sex, or national origin.
- The City 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 City's overall goal methodology, and a description of the race-neutral measures it will take to meet the goals, is described in Section 23.25 and [Attachment 3](#) & [Attachment 4](#) of this plan. The goals are set consistent with the requirements of Subpart D (23.25(b), (d)).

If the City 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) and in [Attachment 3](#) and [Attachment 4](#) of this plan (23.25(e)).

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

Section 23.26 Fostering Small Business Participation

The City has created a small business element to provide for the structuring of concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations.

The small business element is incorporated as [Attachment 5](#) to this ACDBE program plan. The program elements will be actively implemented to foster small business participation. The City acknowledges that active use of the small business element is a requirement of the good faith implementation of this ACDBE program plan.

The Airport will submit an annual report on small business participation obtained by this small business element. The report must be submitted in the format acceptable to the FAA based on a

schedule established and posted to the agency's website, available at https://www.faa.gov/about/headquarters_offices/acr/bus_ent_program.

Section 23.27 Reporting

The City will submit annually, by or before March 1, the USDOT-FAA Uniform Report of ACDBE Participation, as modified for use by FAA recipients, via the FAA Civil Rights Connect system (<https://faa.civilrightsconnect.com/>). These reports will reflect concession revenue received by all concessionaires, as well as the purchases of goods and services for car rental concessionaires.

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

The Airport will create and maintain active participants list information and enter it into a system designated by the FAA. The City will collect the data using the form in [Attachment 6](#). The Airport will collect the following information about ACDBE and non-ACDBEs who seek to work on each of its concession opportunities.

- a. Firm name.
- b. Firm address including ZIP code.
- c. Firm status as an ACDBE or non-ACDBE.
- d. Race and sex of the firm's majority owner.
- e. NAICS code applicable to the concession contract in which the firm is seeking to perform.
- f. Age of the firm
- g. The annual gross receipts of the firm.

The state department of transportation in each Unified Certification Program (UCP) established pursuant to 49 CFR § 26.81 must report certain information from the UCP directory to USDOT's Departmental Office of Civil Rights each year. The City is a certifying member of the Florida UCP, and will ensure the collection and reporting of the following information in the UCP directory:

1. The number and percentage of in-state and out-of-state ACDBE certifications for socially and economically disadvantaged by sex and ethnicity (Black American, Asian-Pacific American, Native American, Hispanic American, Subcontinent-Asian Americans, and non-minority).
2. The number of ACDBE certification applications received from in-state and out-of-state firms and the number found eligible and ineligible.
3. The number of decertified firms.
 - a. Total in-state and out-of-state firms decertified.
 - b. Names of in-state and out-of-state firms decertified because SEDO exceeded the personal net worth cap.
 - c. Names of in-state and out-of-state firms decertified for excess gross receipts beyond the relevant size standard.

4. Number of in-state and out-of-state ACDBEs summarily suspended.
5. Number of in-state and out-of-state ACDBE applications received for an individualized determination of social and economic disadvantage status; and
6. Number of in-state and out-of-state ACDBEs whose owner(s) made an individualized showing of social and economic disadvantaged status.

Section 23.29 Compliance and Enforcement Procedures

The City will take monitoring and enforcement mechanisms discussed in [Attachment 7](#) to ensure compliance with 49 CFR Part 23. The specific provisions to be inserted into concession agreements and management contracts, the enforcement mechanisms, and other means used to ensure compliance are included in the attachment. These monitoring and enforcement mechanisms include monthly on-site visits, annual performance reviews, and monthly tenant meetings to verify that the work committed to ACDBEs is actually performed by ACDBEs. These mechanisms include a written certification that the City has reviewed records of all contracts, leases, joint venture agreements, or other concession-related agreements and monitored the work on-site at the Airport for this purpose. The monitoring to which this paragraph refers may be conducted in conjunction with monitoring of contract performance for other purposes (e.g., closeout reviews for a contract) (23.29).

The City will utilize the legal instrument of a contract clause to ensure compliance with bid documents. After awarding the contract, the ACDBELO will conduct audits and reviews as necessary to ensure the City that the concessionaire is in compliance.

1. The City will bring to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that USDOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in 26.107.
2. The City will consider similar action under its own legal authorities, including responsibility determinations in future contracts. The City has listed the regulations, provisions, and contract remedies available in the event of non-compliance with the ACDBE regulation by a participant in its procurement activities (see [Attachment 7](#)).
3. The City 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 made to ACDBE firms), including a means of comparing these attainments to commitments. This will be accomplished by payment audits, acquiring copies of payments and transactions from the concessionaire, bank transfers, and cancelled checks, as well as compliance audits by a third-party consultant or other designated staff.
4. In its reports of ACDBE participation to the FAA, the City will show both commitments and attainments, as required by the USDOT reporting form.

SUBPART C – CERTIFICATION AND ELIGIBILITY

Section 23.31 Certification Standards

The City is a member of the Unified Certification Program (UCP) administered by the Florida Department of Transportation (see [Attachment 8](#)), which will make certification decisions on behalf of the City for ACDBEs. The UCP will use the procedures and standards of Subpart C of Part 23 for certification of ACDBEs to participate in the concessions program and such standards are incorporated herein. To be certified as an ACDBE, a firm must meet all certification eligibility standards. The UCP will make all certification decisions based on the facts.

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

For information about the certification process or to apply for certification, firms should contact:

Tallahassee-Leon County Office of Economic Vitality
Minority, Women, & Small Business Enterprise (MWSBE) Division
315 S. Calhoun Street, Suite 450
Tallahassee, Florida 32301
(850) 891 – 6500
LRaffington@OEVforBusiness.org

A link to the certification application forms and documentation requirements is found in [Attachment 9](#) to this program.

Section 23.33 Business Size Standards

The City 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 five (5) fiscal years, do not exceed \$56.42 million for non-car rental ACDBEs and \$75.23 million for car rental ACDBEs. The size standard for banks and other financial institutions is \$1 billion in assets; for pay telephone companies, 1,500 employees; and for ACDBE automobile dealers, 350 employees.

For size purposes, gross receipts (as defined in [13 CFR 121.104\(a\)](#)) of affiliates are included in a manner consistent with [13 CFR 121.104\(d\)](#), except in the context of joint ventures. For gross receipts attributable to joint venture partners, a firm must include in its gross receipts its proportionate share of joint venture receipts, unless the proportionate share already is accounted for in receipts reflecting transactions between the firm and its joint ventures (*e.g., subcontracts from a joint venture entity to joint venture partners*).

Section 23.35 Personal Net Worth

The personal net worth standard used in determining eligibility for purposes of Part 23 is posted online on the Departmental Office of Civil Rights' webpage, available at <https://www.transportation.gov/DBEPNW>. Any individual who has a PNW exceeding this amount is

not a socially and economically disadvantaged individual for purposes of this part, even if the individual is a member of a group otherwise presumed to be disadvantaged.

Section 23.37 Firms Certified as DBEs

The City 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, the UCP will ensure that the disadvantaged owners of a DBE firm certified under Part 26 are able to control the firm with respect to its activity in the concessions program.

Section 23.39 Other ACDBE Certification Requirements

The provisions of § 26.83(c)(1) of 49 CFR Part 26 do not apply to ACDBE certifications. Instead, in determining whether a firm is an eligible ACDBE, the City will take the following steps:

- 1) Visit the firm's principal place of business, virtually or in person, and interview the SEDO, officers, and key personnel. The City will review those persons' résumés and/or work histories. The City will maintain a complete audio recording of the interviews. The City will also visit one or more active job sites (if there is one). These activities comprise the "on-site review" (OSR), a written report of which the City will keep in its files.
- 2) Analyze documentation related to the legal structure, ownership, and control of the applicant firm. This includes, but is not limited to, articles of incorporation/organization; corporate by-laws or operating agreements; organizational, annual and board/member meeting records; stock ledgers and certificates; and state-issued certificates of good standing.
- 3) Analyze the bonding and financial capacity of the firm; lease and loan agreements; and bank account signature cards.
- 4) Determine the work history of the firm, including any concession contracts or other contracts it may have received, and payroll records.
- 5) Obtain or compile a list of the licenses of the firm and its key personnel to perform the concession contracts or other contracts it wishes to receive.
- 6) Obtain a statement from the firm of the type(s) of concession(s) it prefers to operate or the type(s) of other contract(s) it prefers to perform.
- 7) Obtain complete Federal income tax returns (or requests for extensions) filed by the firm, its affiliates, and the socially and economically disadvantaged owners for the last five (5) years. A complete return includes all forms, schedules, and statements filed with the Internal Revenue Service; and
- 8) Require applicants for ACDBE certification to complete and submit an appropriate application form, except as otherwise provided in § 26.85 of part 26.

In reviewing the Declaration of Eligibility required by § 26.83(j), the City will ensure that the ACDBE applicant provides documentation that it meets the applicable size standard in § 23.33.

For purposes of this part, the term *prime contractor* in § 26.87(j) includes a firm holding a contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient.

With respect to firms owned by Alaska Native Corporations (ANCs), the provisions of § 26.63(c)(2) do not apply. The eligibility of ANC-owned firms for purposes of this part is governed by § 26.63(c)(1).

The City will use the Uniform Certification Application found in Part 26 of this chapter without change. If the City seeks to supplement the form by requesting specified additional information consistent with this part, we will first seek written approval of the FAA and update this ACDBE program plan. The City will require every applicant to state that it is applying for certification as an ACDBE and complete all of section 5.

Car rental companies and private terminal owners or lessees are not authorized to certify firms as ACDBEs.

SUBPART D – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 23.41 Basic Overall Goal Requirement

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

If the average annual concession revenues for car rentals over the preceding three years do not exceed \$200,000, the City will not need to submit an overall goal for car rentals. Likewise, if the average annual concession revenues for concessions other than car rentals over the preceding three years do not exceed \$200,000, the City need not submit an overall goal for concessions other than car rentals. The City understands that "revenue" means total revenue generated by concessions, not the fees received by the airport from concessionaires.

The City's overall goals will provide for participation by all certified ACDBEs and will not be subdivided into group-specific goals.

Section 23.43 Consultation in Goal Setting


The City 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 City's efforts to increase participation of ACDBEs.

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

The requirements of this section do not apply if no new concession opportunities become available during the goal period. However, the Airport will take appropriate outreach steps to encourage available ACDBEs to participate as concessionaires whenever there is a concession opportunity.

Section 23.45 Overall Goals

The Tallahassee International Airport is a **non-hub** primary airport. However, the City submits its ACDBE goals in the same year as its DBE goals are due. As a condition of eligibility for FAA financial assistance, the City will submit its overall goals according to the following schedule for small-hub primary airports:

Primary Airport Size	Region	Date Due	Period Covered	Next Goal Due
 Small-Hub	All regions	October 1, 2024	2025/2026/2027	October 1, 2027 (2028/2029/2030)

Source: [https://www.faa.gov/sites/faa.gov/files/2021-12/FAAGoalsDueChart New Final.pdf](https://www.faa.gov/sites/faa.gov/files/2021-12/FAAGoalsDueChart%20New%20Final.pdf)

Overall ACDBE goals are submitted on a triennial basis. 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 City will submit an appropriate adjustment to the overall goal to FAA for approval at least 90 days before issuing the solicitation for the new concession opportunity.

The City will establish overall goals in accordance with the two-step process as specified in section 23.51. After determining the total gross receipts for the concession activity, the first step is to determine the relative availability of ACDBEs in the market area, “base figure.”

The second step is to examine all relevant evidence reasonably available in the City’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 City 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 car rentals, the goal calculations, and the data relied on can be found in [Attachment 3](#) to this program plan.

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

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 program. This section of the program will be reviewed triennially when the goal calculation is reviewed under 23.41(c).

If the FAA determines that the City's goals have not been correctly calculated or the justification is inadequate, the FAA may, after consultation, adjust the overall goal or race-conscious/race-neutral "split." In such a case, the adjusted goal is binding on the City.

Concession-specific Goals (23.25 (c)(e)(1)(iv))

The City will use concession-specific goals to meet any portion of the overall goals the City 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 the overall goal that is not projected to be met by race-neutral means.

The City will establish concession-specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. The City will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with DBEs (23.25 (f)). Car rental firms are not required to change their corporate structure to provide for direct ownership arrangements. In the case of a car rental goal, where it appears that all or most of the goal is likely to be met through the purchases by car rental companies of vehicles or other goods or services from ACDBEs, one permissible alternative is to structure the goal entirely in terms of purchases of goods and services.

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

If the objective of a concession-specific goal is to obtain ACDBE participation through direct ownership with an ACDBE, the City 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 City will calculate the goal by dividing the estimated dollar value of such purchases and/or leases from ACDBEs by the total estimated dollar value of all purchases to be made by the concessionaire (23.25(e)(1)(ii)).

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

To be eligible to be awarded a concession that has a concession-specific goal, bidders/offerors must make good faith efforts to meet the goal. A bidder/offeror may do so either by obtaining enough ACDBE participation to meet the goal or by documenting that it made sufficient good faith efforts to do so (23.25(e)(1)(iv)). Examples of good faith efforts are found in Appendix A to 49 CFR Part 26. The procedures applicable to 49 CFR Sections 26.51 and 26.53, regarding contract goals apply to the City's concession-specific goals.

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 bidder/proposer.

The City will ensure that all information is complete and accurate and adequately documents the bidder/offeree's good faith efforts before it commits to the concession agreement with the bidder/offeree.

Information to be submitted (26.53(b))

In the City's solicitations for concession contracts for which a contract goal has been established, the City will require the following:

- (1) Award of the contract will be conditioned on meeting the requirements of this section.
- (2) All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (b)(3) of this section:
 - (i) The names and addresses of ACDBE firms that will participate in the contract.
 - (ii) A description of the work that each ACDBE will perform. To count toward meeting a goal, each ACDBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.
 - (iii) The dollar amount of the participation of each ACDBE firm participating.
 - (iv) Written documentation of the bidder/offeree's commitment to use an ACDBE sub-concession whose participation it submits to meet a contract goal.
 - (v) Written confirmation from each listed ACDBE firm that it is participating in the contract in the kind and amount of work provided in the prime concessionaire's commitment.
 - (vi) If the contract goal is not met, evidence of good faith efforts (see Appendix A of this part). The documentation of good faith efforts must include copies of each ACDBE, and non-ACDBE sub-concession quote submitted to the bidder when a non-ACDBE sub-concession was selected over an ACDBE for work on the contract.
- (3) The City will require that the bidder/offeree present the information required by paragraph (b)(2) of this section under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures.

This data will be collected using the forms in [Attachment 10](#).

Administrative reconsideration (26.53(d))

Within three (3) business days of being informed by the City that it is not a responsive bidder because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. The concessionaire should make this request in writing to the following reconsideration official:

Darryl Jones, Deputy Director
Office of Economic Vitality
Minority, Women, & Small Business Enterprise (MWSBE) Division
315 S. Calhoun Street, Suite 450
Tallahassee, FL 32301
[**djones@oevforbusiness.org**](mailto:djones@oevforbusiness.org)

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 the City's reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The City will send the concessionaire a written decision upon 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 USDOT.

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

The City of Tallahassee will require a concessionaire to make good faith efforts to replace an ACDBE that has been 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. The City will require the concessionaire to notify the ACDBELO immediately of the ACDBE's inability or unwillingness to perform and provide reasonable documentation.

It is the intent of this policy provision to ensure that ACDBE firms identified in bid proposals are the firm(s) with which the concessionaire does business. However, the concessionaire may, under specific circumstances, substitute the original certified ACDBE firm with another certified ACDBE firm. Nevertheless, such substitutions shall only be made with the prior approval of the MBE/DBE Office based on a written statement of good cause.

- A. Concessionaires who substitute ACDBEs without the prior written approval of the ACDBELO may be subject to actions for breach of contract and dollars spent with the unauthorized ACDBE will not be counted towards satisfaction of the ACDBE goal. The concessionaire will still be responsible for meeting the ACDBE goals as stated in the original contract.
- B. A concessionaire may not terminate an ACDBE subcontractor listed in response to a bid (or an approved substitute ACDBE firm) without prior written consent. This includes, but is not limited to, instances in which a concessionaire seeks to perform work originally designated for an ACDBE with its own forces or those of an affiliate, a non-ACDBE firm, or with another ACDBE firm.
- C. Written consent will be given only if the ACDBELO agrees, for the reasons stated in the request, that the concessionaire has good cause to terminate the ACDBE firm.
- D. For purposes of this paragraph, good cause includes but is not limited to the following circumstances:
 - 1) The listed ACDBE fails or refuses to execute a written contract.
 - 2) The listed ACDBE fails or refuses to perform the work of its agreement in a way consistent with normal industry standards.
 - 3) The listed ACDBE becomes bankrupt or insolvent.

- 4) The listed ACDBE is ineligible to work on City contracts because of suspension and/or debarment proceedings in accordance with city ordinances or applicable state law.
 - 5) The City has determined that the listed ACDBE is not a responsible contractor.
 - 6) The listed ACDBE voluntarily withdraws from the project and provides to the ACDBELO written notice of its withdrawal.
 - 7) The listed ACDBE is ineligible to receive ACDBE credit for the type of work required.
 - 8) An ACDBE owner dies or becomes disabled with the result that the listed ACDBE is unable to complete its work on the contract.
 - 9) Other documented examples of good cause submitted to the ACDBELO justifying the termination of the ACDBE.
 - 10) **Good cause does not exist:** if the failure/refusal of an ACDBE to perform work results from bad faith or discriminatory action of the concessionaire; if concessionaire seeks to terminate ACDBE to self-perform the ACDBE's portion of work, or to substitute another ACDBE or non-ACDBE after contract award without prior written approval from the MBE/DBE Office.
- E. Before submitting a request to terminate and/or substitute an ACDBE, the concessionaire must give notice in writing to the ACDBE, with a copy to the ACDBELO, of its intent to request to terminate and/or substitute, and the reason for the request.
 - F. The concessionaire must give the ACDBE five days to respond to the concessionaire's notice of intent to terminate or substitute and advise the ACDBELO as well. The ACDBE firm must provide reasons, if any, to the ACDBELO why it objects to the proposed termination of its subcontract and why the concessionaire's action should not be approved. If required in a particular case as a matter of public necessity (e.g., safety), a response period may be shorter than five days.
 - G. In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for ACDBE firms put forward by vendors, contractors, or proposers in negotiated procurements.

In this situation, the City will require the concessionaire to obtain prior approval of the substitute ACDBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts.

If the concessionaire fails or refuses to comply within the time specified, the City's contracting office will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the concessionaire still fails to comply, the contracting officer may issue a termination for default proceeding.

Sample Proposal/Bid Specification:

The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, applies to this concession. It is the policy of the City of Tallahassee 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 concession's firms and suppliers, including those who qualify as an ACDBE. An ACDBE concession specific goal of ____ percent of (*annual gross receipts; value of leases and/or purchases of goods and services*) has been established for this concession. The concession firm shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 6), to meet the concession specific goal for ACDBE participation in the performance of this concession.

The concession firm will be required to submit the following information: (1) the names and addresses of ACDBE firms and suppliers that will participate in the concession, (2) A description of the work that each ACDBE will perform; (3) The dollar amount of the participation of each ACDBE firm participating; (4) Written and signed documentation of commitment to use a ACDBE whose participation it submits to meet a contract goal; (5) Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment; and (6) If the contract goal is not met, evidence of good faith efforts.

Section 23.53 Counting ACDBE Participation for Car Rental Concessions

The City will count DBE participation toward overall car rental goals as provided in 49 CFR 23.53.

When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of part 23 during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, the City will verify that the firm in all other respects remains an eligible ACDBE. To accomplish this verification, the City will require the firm to provide, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of [subpart C](#) of part 23 or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth. The City will not count the former ACDBE's participation toward ACDBE goals beyond the termination date for the agreement in effect at the time of the decertification (e.g., in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Firms are required to inform the City in writing of any change in circumstances affecting their ability to meet ownership or control requirements of [subpart C of this part](#) or any material change. Reporting must be made as provided in [§ 26.83\(i\) of this chapter](#).

Section 23.55 Counting ACDBE Participation for Concessions Other than Car Rentals

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

When an ACDBE is decertified because one or more of its disadvantaged owners exceed the PNW cap or the firm exceeds the business size standards of part 23 during the performance of a contract or other agreement, the firm's participation may continue to be counted toward ACDBE goals for the remainder of the term of the contract or other agreement. However, the City will verify that the firm

in all other respects remains an eligible ACDBE. To accomplish this verification, the City will require the firm to provide, annually on December 1, a Declaration of Eligibility, affirming that there have been no changes in the firm's circumstances affecting its ability to meet ownership or control requirements of [subpart C](#) of part 23 or any other material changes, other than changes regarding the firm's business size or the owner's personal net worth. The City will not count the former ACDBE's participation toward ACDBE goals beyond the termination date for the agreement in effect at the time of the decertification (e.g., in a case where the agreement is renewed or extended, or an option for continued participation beyond the current term of the agreement is exercised).

Firms are required to inform the City in writing of any change in circumstances affecting their ability to meet ownership or control requirements of [subpart C of this part](#) or any material change. Reporting must be made as provided in [§ 26.83\(i\) of this chapter](#).

Section 23.57(b) ACDBE Goal Accountability

If the awards and commitments on the City's Uniform Report of ACDBE Participation (found in Appendix A to this Part) at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the City will:

- (1) Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year.
- (2) Establish specific steps and milestones to correct the problems identified in the analysis to enable the City to fully meet its goal for the new fiscal year.
- (3) The Airport will retain a copy of the analysis and corrective actions in its records for a minimum of three years and will make it available to the FAA upon request.

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

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 the ACDBE program in good faith if any of the following things occur:

- The Airport does not submit the analysis and corrective actions to FAA in a timely manner as required under paragraph (b)(3) of § 23.57.
- FAA disapproves the analysis or corrective actions; or
- The Airport does not fully implement:
 - The corrective actions to which it has committed, or
 - Conditions that FAA has imposed following review of the analysis and corrective actions.
 - 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 meet the overall goal at the end of the fiscal year, FAA may require the Airport to make further good faith efforts, such as modifying the 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 City will not use quotas or set-asides as a means of obtaining ACDBE participation.

SUBPART E – OTHER PROVISIONS

Section 23.71 Existing Agreements

The City 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 City will use any means authorized by Part 23 to obtain a modified amount of ACDBE participation in the renewed or amended agreement.

Section 23.73 Privately Owned or Leased Terminal Buildings

The City does not have any privately-owned or leased terminal buildings.

Section 23.75 Long-Term Exclusive Agreements

The City will not enter into a long-term exclusive agreement for concessions without prior approval of the FAA Regional Civil Rights Office. The City understands that a “long-term” agreement is one having a term of longer than 10 years, including any combination of base term and options or holdovers to extend the term of the agreement if the effect is a term of more than 10 years. The City understands that an “exclusive” agreement is one in which an entire category of a particular business opportunity is limited to a single business entity.

The City may enter into a long-term, exclusive concession agreement only under the following conditions:

- 1) Special local circumstances exist that make it important to enter such agreement; and
- 2) FAA approves the City’s plan for meeting the standards of paragraph (c) of § 23.75.

To obtain FAA approval of a long-term exclusive concession agreement, the City will submit the following information to the FAA. The items in paragraphs (1) through (3) below will be submitted at least 60 days before the solicitation is released; items in paragraphs (4) through (7) will be submitted at least 45 days before contract award:

- 1) A description of the special local circumstances that warrant a long-term, exclusive agreement.
- 2) A copy of the solicitation.
- 3) ACDBE contract goal analysis developed in accordance with this part.
- 4) Documentation that ACDBE participants are certified in the appropriate NAICS code for the participation to count towards ACDBE goals.

- 5) A general description of the type of business or businesses to be operated by the ACDBE, including location and concept of the ACDBE operation.
- 6) Information on the investment required on the part of the ACDBE and any unusual management or financial arrangements between the prime concessionaire and ACDBE, if applicable.
- 7) Final long-term exclusive concession agreement, subleasing or other agreements.
 - a. To obtain FAA approval of a long-term exclusive concession agreement that has been awarded through direct negotiations, the Airport will submit the items in paragraphs (1) and (3) through (7) of this section at least 45 days before contract award.
 - b. To obtain FAA approval of an exclusive concession agreement that becomes long-term because of a holdover tenancy, the Airport will submit to the responsible FAA regional office a holdover plan for FAA approval at least 60 days prior to the expiration of the current lease term. The holdover plan shall include the following information:
 - i. A description of the special local circumstances that warrant the holdover.
 - ii. Anticipated date for renewal or re-bidding of the agreement.
 - iii. The method to be applied for renewal or re-bidding of the agreement.
 - iv. Submission of all items required under (3), (4), (6), and (7) of this section for the agreement in holdover status or an explanation as to why the item is not available or cannot be submitted.

Section 23.77 Preemption of Local Requirements

If a state or local law, regulation, or policy differs from the requirements of this part, the City will, as a condition of remaining eligible to receive federal financial assistance from USDOT, take such steps as may be necessary to comply with the requirements of 49 CFR Part 23. However, nothing in Part 23 preempts any state or local law, regulation, or policy enacted by the governing body of the City, or the authority of any state or local government or recipient to adopt or enforce any law, regulation, or policy relating to ACDBEs, if the law, regulation, or policy does not conflict with Part 23.

Section 23.79

Geographic Preferences

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

ATTACHMENTS

Attachment 1	City of Tallahassee Organizational Chart
Attachment 2	Link to Florida UCP Directory
Attachment 3	Overall Goal Calculations for Car Rentals
Attachment 4	Overall Goal Calculations for Concessions Other than Car Rentals
Attachment 5	Race-neutral Small Business Element
Attachment 6	Active Participants List Data Collection Form
Attachment 7	Monitoring and Enforcement Mechanisms
Attachment 8	State’s UCP Agreement
Attachment 9	Certification Application Forms
Attachment 10	Forms 1 & 2 for Demonstration of Good Faith Efforts
Attachment 11	Regulations: 49 CFR Parts 23

ATTACHMENT 1

Organizational chart - City of Tallahassee



ATTACHMENT 2

ACDBE DIRECTORY

The DBE Directory for the State of Florida may be found at

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

ATTACHMENT 3

Section 23.45: Overall Goal Calculation for
Car Rental Concessions

(submitted separately)

ATTACHMENT 4

Section 23.45: Overall Goal Calculation for
Concessions Other Than Car Rental Concessions

(submitted separately)

ATTACHMENT 5

Race-Neutral Small Business Element

I. Objectives and Strategies

A. Objective

This element, 49 CFR Part 23.26, is included as an amendment to the ACDBE program plan for the City of Tallahassee ("the City"), on behalf of Tallahassee International Airport ("the Airport"). The element is herein referenced as the ACDBE Small Business Element. This part calls for the inclusion of an element to

"provide for the structuring of concession opportunities to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of concession opportunities that may preclude small business participation in solicitations" ([49 CFR 23.26\(a\)](#)).

The City regards its ACDBE Small Business Element as a substantial effort toward meeting the requirements of the regulations to maximize a feasible portion of its overall ACDBE goal by using race-neutral means to obtain ACDBE participation. Therefore, the City will implement its ACDBE Small Business Element on the basis of business size, without regard to race or sex of the business owner.

The City's policy statement and this small business element are consistent with the Airport's mission of creating and encouraging business opportunities at all levels.

B. Strategy

The Airport intends to carry out the objectives of this part by employing the following strategies and supporting activities:

1. Establishment of a Race-neutral Set-aside

The Airport proposes to establish a race-neutral set-aside on certain prime concession opportunities. Where practical, the Airport proposes to set aside concessions opportunities for award without regard to the race or sex of the business owner.

The Airport will evaluate and select certain concession opportunities for set-asides based on the following criteria:

- a. **Market Analysis:** The Airport will assess the availability and capacity of small businesses to successfully operate the concession.
- b. **Concession Size:** Opportunities that are deemed manageable in scale for small businesses, typically those with lower capital and operational requirements.
- c. **Business Needs:** The Airport will take into consideration its need for goods and services at the Airport, ensuring that set-aside opportunities align with service demands while being feasible for small business operations.


2. Consideration of “Unbundling” of Large Concessions Contracts

The Airport will consider “unbundling” as a small business strategy. Where feasible, the Airport will evaluate larger concessions contracts to determine if they can be unbundled into smaller, more manageable packages that are accessible to small businesses.

II. Definitions

1. Small Business

For the ACDBE Small Business Element, which is part of the Airport’s ACDBE program plan, the City shall define “small business” as the following:

- a. The business is independently owned and operated
- b. The majority owner must be a citizen or lawfully admitted permanent resident of the United States
- c. The business is lawfully licensed to operate in the State of Florida
- d.  business has 200 or fewer permanent full-time employees
- e. Has gross receipts averaged over the previous three years that do not exceed \$15 million

2. Airport Concessions Disadvantaged Business Enterprise

Airport Concessions Disadvantaged Business Enterprise (ACDBE) means a for-profit small business that meets the standards of 49 CFR Part 23, i.e.

- At least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals.
- Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- Whose socially and economically disadvantaged owners do not exceed the personal net worth (PNW) of \$2.047 million.
- Has been certified as an ACDBE by a certifying member of the Florida UCP in accordance with the full requirements of 49 CFR Part 23.

The Airport understands that in the implementation of this element, not all of the small business concerns may be DBE firms. However, small businesses that are also owned and controlled by individuals who meet the DBE standard will be encouraged to seek ACDBE certification. Only ACDBE-certified firms who participate as small business concerns, pursuant to this element, will be counted towards ACDBE race-neutral participation in the ACDBE program.

III. Verification Standards and Procedures

The Airport will accept the following certifications for participation in the small business element of the Airport's ACDBE Program with applicable stipulations:

A. Florida Unified Certification Program ACDBE Certification

- ACDBE certification by a certifying member of the Florida UCP that stipulates that a firm has met all the requirements in accordance with 49 CFR Part 23. All certification determinations are evidenced by a letter of ACDBE certification issued by a certifying member of the Florida UCP. It should be noted that the City of Tallahassee is a certifying member of the Florida UCP. The UCP certification staff applies the standards and procedures for ACDBE certification applicants contained in Subparts D and E of 49 CFR 26.61 – 26.91.

B. Florida Department of Management Services' Office of Supplier Development (OSD)

OSD small business certification – The Airport will accept the certification of a Florida small business that has been certified as a veteran-owned small business by OSD (https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd).

C. Tallahassee-Leon County Office of Economic Vitality (OEV) MWSBE Program

The City will accept the certification of SBEs from the OEV MWSBE Program (<https://oeforbusiness.org/diversity-economic-inclusion/certification/>).

D. Small business status

A non-ACDBE certified small business may need to complete a simplified application or provide at the time of response to a solicitation or proposal the following information, as evidence of their small business status:

- a. A copy of the business tax returns for the most recent five-year period indicating the gross receipts; or
- b. A notarized statement from a certified public accountant indicating the firm's average gross receipts for the past five years.

E. Use of Personal Net Worth

The Airport, in addition to the standards for small businesses described above, plans to establish a personal net worth cap of \$850,000 for its ACDBE Small Business Element.

IV. Monitoring and Recordkeeping

A. Monitoring of Participation

The City of Tallahassee will track and monitor the participation by ACDBEs and other small businesses that results from the implementation of the ACDBE Small Business Element. The City will track, and compile participant data achieved through the small business element in a manner that is similar to and consistent with tallying race-neutral participation in the DBE program. The City will collect data on payments to small businesses on a monthly basis.

The City will enforce the small business element in the same manner as the DBE program. The City will include language in the contract that details enforcement actions that the City can take in the event of noncompliance.

B. Recordkeeping

The City of Tallahassee will maintain records of participation by ACDBEs and other small businesses that result from the implementation of the ACDBE Small Business Element and will make those records available to the FAA upon request.

V. Assurances

To ensure the successful implementation of the ACDBE Small Business Element, the City accepts the following assurances:

- (1) The element is authorized under state law.
- (2) Certified ACDBEs that meet the size criteria established under the City's ACDBE Small Business Element are presumptively eligible to participate in this element.
- (3) The City will not impose any geographic preferences or limitations on any concession opportunities included in the ACDBE Small Business Element
- (4) The City will not place limits on the number of concession opportunities awarded to firms participating in the ACDBE Small Business Element. Every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses
- (5) The City will take aggressive steps to encourage those minority- and women-owned firms that are eligible for ACDBE certification to become certified.
- (6) The City will make the ACDBE Small Business Element open to small businesses regardless of their location (i.e., that there is no local or other geographic preference) per [§ 23.79](#).

The City may not use a state, local, or other program that requires race, sex, or other criteria in addition to business size for eligibility to comply with the requirements of this part.

ATTACHMENT 6

Active Participants List Data Collection Form

ACTIVE PARTICIPANTS LIST DATA COLLECTION FORM

[illegible]

ATTACHMENT 7

Monitoring and Enforcement Mechanisms

Monitoring and Enforcement Mechanisms

The City has several remedies available to enforce the ACDBE requirements contained in its contracts, including, but not limited to, the following:

- Breach of contract action, pursuant to the terms of the contract.
- Breach of contract action, pursuant to [Section 489.129](#), Florida Statutes
- Breach of contract action, pursuant to [Section 713.345](#), Florida Statutes

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

- Suspension or debarment proceedings pursuant to 49 CFR Part 26
- Enforcement action pursuant to 49 CFR Part 31
- Prosecution pursuant to 18 USC 1001.

Additionally, the City shall monitor and enforce the ACDBE policy utilizing the following measures:

- A. The ACDBELO staff member or designee shall attend the post award project meeting, i.e., preconstruction or kickoff meeting. Note: In some instances of professional services contracts, a post award meeting may not be held. At this meeting, the MBE/DBE staff discusses any ACDBE questions and/or procedures and ascertains any corrections or adjustments in the project schedule.
- B. The ACDBELO staff member or designee determines a schedule for random on-site monitoring based upon the work that the ACDBE is to perform and the contract schedule. This on-site monitoring verifies the work performed by the ACDBE, as only work performed by the ACDBEs counts.
- C. On-site monitoring will be performed by MBE/DBE staff, aviation staff, project managers and other designated staff. Observations of the onsite visit will be documented on a monitoring checklist form. The form is to be completed, signed, and dated by the staff person conducting the site visit.

Violations and Penalties Enforcement

Penalties for Non-Compliance

A concessionaire or ACDBE who fails to comply with any portion of this section of the policy, and whose failure to comply continues for a period of 30 calendar days after the concessionaire or ACDBE receives written notice of such non-compliance from the ACDBELO, shall be subject to any or all of the following penalties:

- A. Withholding of all future payments under the eligible project until it is determined that the concessionaire is following the ACDBE policy.
- B. Cancellation of the eligible project.

- C. Refusal of participation in all future contracts or subcontracts with the City for a minimum of one year and a maximum of five years from the date upon which this penalty is imposed.
- D. The ACDBELO may require such reports, information and documentation from bidders, contractors, DBEs, ACDBEs, user departments and the head of any department or office of the City reasonably necessary to determine compliance with the requirements of this chapter.
- E. Criminal sanction for fraud.

If the ACDBELO determines that evidence is available indicating that fraud or other unlawful activity has been committed:

- A. By an ACDBE certification applicant.
- B. By a certified ACDBE or majority concessionaire falsely reporting the utilization of ACDBE; or
- C. By an individual or firm attempting to benefit from or participate in the DBE/ACDBE program, through fronting activity, false representation of a commercially useful function, or other fraudulent or unlawful activity,

The matter shall be referred to the appropriate legal authorities and the City Attorney's Office for prosecution. In the event a conviction or guilty plea is obtained stemming from such criminal prosecution, the business entity and principals shall be barred from participation in City contracts for a minimum of one year and a maximum of five years to be determined by the Procurement Services Manager.

Alleged violations of the DBE Program shall be addressed as set forth in this Section.

Potential violations during bid or proposal process

Bidders and Proposers that submit bids or proposal on a Contract or Proposal shall not:

- A. Make any false statements or material misrepresentations regarding any matter relevant to the DBE Program; or
- B. Fail to comply with the goal and Good Faith Effort obligations set forth in the DBE/ACDBE Program; or
- C. List an ACDBE/DBE intended to serve as a conduit to satisfy an ACDBE/DBE participation goal; or
- D. Commit any other violations of the ACDBE/DBE Program, or rules and guidelines promulgated there under.

Potential violations during contract performance

A concessionaire that has been awarded a contract based upon a stated level of ACDBE participation shall not, at any time before or during the performance of such contract:

- A. Make any false statements or material misrepresentations regarding any matter relevant to the ACDBE/DBE Program; or
- B. Fail to in fact utilize an ACDBE that was originally listed at bid opening or proposal submission to satisfy contract goals, unless the Proposer or Bidder:
 - 1. Substitutes another ACDBE performing the same commercially useful function at the same dollar amount with prior approval of the MBE/DBE Program Office, or
 - 2. Fails to allow an ACDBE functioning as a subcontractor, joint venture, supplier, or manufacturer, to perform the commercially useful function, the value of which was originally counted for that ACDBE in awarding the contract, unless the bidder or proposer shows that the ACDBE failed to perform in a reasonably satisfactory manner; or
 - 3. Modifies or eliminates all or a portion of the scope of work attributable to a ACDBE upon which the contract was awarded, unless directed by the City; or
 - 4. Terminates a ACDBE originally utilized as a subcontractor, joint venture, supplier, or manufacturer to be awarded the contract without replacing such ACDBE with prior approval, with another ACDBE performing the same commercially useful function and dollar amount, or
 - 5. Participates in a conduit relationship with an ACDBE scheduled to perform work on the contract; or
 - 6. Commits any other violations of the DBE/ACDBE Program, or rules and guidelines promulgated thereunder.

Investigation of Violations and Unfair Practices

ACDBEs shall report any alleged ACDBE Program violations or unfair practices involving the ACDBE Program within three (3) business days after the ACDBE first became aware of the act or omission in question. The ACDBELO may reject as untimely any report submitted after such date.

The MBE/DBE Program office shall not accept reports of violations or unfair practices that are submitted more than thirty (30) calendar days after the ACDBE first became aware of the act or omission in question.

- A. The MBE/DBE Program office is empowered to receive and investigate complaints and allegations by ACDBEs, third parties and/or City personnel, and/or to initiate its own investigations regarding compliance with the requirements and obligations of the DBE/ACDBE Programs and the rules and guidelines promulgated there under. In the event the MBE/DBE Program office determines in its sole discretion that an investigation is warranted, the ACDBELO shall notify the party being investigated. Upon written notice of such investigation, the affected party shall be obligated to cooperate fully with the investigation and shall have a continuing burden of providing complete, truthful information to the ACDBELO and of

otherwise proving compliance with the requirements and obligations of the DBE/ACDBE Program.

- B. A violation of the ACDBE Program in the bid or proposal phase of a contract shall be grounds for disqualifying such Bidder or Proposer from further consideration for contract award. If the violation involves bad faith or dishonesty or may otherwise be indicative of the Bidder's or Proposer's qualification to perform certain future contracts, the City may consider such violation in awarding such future contracts.
- C. A violation of the ACDBE Program by a Concessionaire shall constitute a material breach of the contract, and shall entitle the City to:
 - 1) Exercise all rights and remedies that it may have at law or at equity for material breach of the contract
 - 2) Exercise all rights and remedies that it may have under the contract, including but not limited to termination of the contract and any other rights set forth in Section below; and
 - 3) Any other rights or remedies set forth under this policy.

The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

Remedies for Violation of ACDBE Program

The parties further agree that in addition to any other remedies the City may have at law under an agreement for material breach, the City shall be entitled to exercise any one or more of the following remedies if the Contractor violates the ACDBE Program:

- A. Terminate contract for default.
- B. Suspend contract for default.
- C. Withhold all payments due to the concessionaire under the contract until such violation has been fully cured or the City and the concessionaire have reached a mutually agreeable resolution.
- D. Assess liquidated damages as provided in the contract.
- E. Offset any liquidated damages and / or any amounts necessary to cure any violation of the ACDBE Program from any retainage being held by the City on the Contract, or from any other amounts due to the concessionaire under the contract.

The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

Liquidated Damages

The City and the concessionaire acknowledge and agree that the City will incur costs if the concessionaire violates the ACDBE Program in one or more of the ways set forth below. The parties further acknowledge and agree that the City will incur damages because of such failure, but that the costs the City might reasonably be anticipated to accrue because of such failures are difficult to

ascertain due to their indefiniteness and uncertainty. Accordingly, the concessionaire agrees to pay the City liquidated damages at the rates set forth below for each specified violation of the ACDBE Program. The Company further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur because of such violation:

- A. Failing to utilize an ACDBE that was originally listed at bid opening or proposal submission to satisfy Contract goals or failing to allow such ACDBE to perform a Commercially Useful Function, in violation of Sections of the ACDBE Program: 100% of the amount originally counted for the ACDBE at bid opening or proposal submission.
- B. Modifying or eliminating all or a portion of the scope of work attributable to an ACDBE upon which the contract was awarded, in violation of the ACDBE Program: 100% of the amount of work modified or eliminated.
- C. Participating in a Conduit relationship with an ACDBE scheduled to perform work on contract: 100% of the amount counted for the ACDBE at bid opening or proposal submission.
- D. Failing to provide any documentation or written submissions required under the ACDBE Program within the period set forth therein: \$50 per day for each day that such documentation or written submission is overdue.

ATTACHMENT 8

State's UCP Agreement

https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/equalopportunity/dbecertification/ucp-agreement.pdf?sfvrsn=e6ca3bd4_0

STATE OF FLORIDA
UNIFIED CERTIFICATION PROGRAM
UCP AGREEMENT
SIGNATURE and DECLARATION OF STATUS

IN WITNESS WHEREOF, the UCP Members execute this Agreement prepared
MARCH 13, 2002, by authorized signatures, and attached resolutions if
appropriate.

ATTEST:

Signature

Gary Herndon, City Treasurer-Clerk
Name, printed

City of Tallahassee
Signatory Entity Name, printed

Anita R. Favors
Signature and Title

Anita R. Favors, City Manager
Name and Title, printed

This 13th day of MARCH, 2002.

Approved as to form:

[Signature]
(Attorney for Signatory)

Certifying Member Status

Non-Certifying Member Status

ATTACHMENT 9

Certification Application Forms

The ACDBE certification application for the State of Florida may be found at

<http://www.fdot.gov/equalopportunity/dbecertification.shtm>

ATTACHMENT 10

Forms 1 & 2 for Demonstration of
Good Faith Efforts

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

The undersigned bidder/offeror has satisfied the requirements of the bid 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 has submitted documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____

(Signature)

Title

FORM 2: LETTER OF INTENT

(THIS PAGE SHALL BE SUBMITTED FOR EACH ACDBE PARTICIPATING FIRM)

Proposer Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ACDBE Participant: Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

ACDBE Contact Person: Name: _____ Phone: (____) _____

Firm is performing as: ☐ Certified ACDBE Sub ☐ Certified ACDBE Joint Venture Team Member

Certification #: _____

Applicable NAICS code (note: ACDBE must be certified in the trade of the contract): _____

Description of Work Item(s) To Be Performed By ACDBE	Estimated Gross Revenue Dollars (\$) To Be Earned	Percentage (%) of Total Contract Gross Revenues
TOTAL ACDBE % Credit Claimed for this Contractor		

The Proposer is committed to utilizing the above-named ACDBE firm for the work described above and the ACDBE agrees to participate as listed. The estimated participation is as follows:

ACDBE estimated gross revenues: \$_____ Percent of total contract: _____%

Total Contract estimated gross revenues: \$_____

The above-named firms affirm that it will perform the portion of the contract for the estimated gross revenues as stated above.

By: _____
(Proposer Authorized Representative name) (Title)

(signature) (date)

By: _____
(ACDBE Authorized Representative name) (Title)

(signature) (date)

*** In the event the Proposer does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void (make copies of this form as needed for each participant)**

ATTACHMENT 11

49 CFR Part 23

The federal regulations, Title 49
Code of Federal Regulations
Part 23, may be found at
<https://www.ecfr.gov/>