



CITY OF TALLAHASSEE  
ACDBE PROGRAM PLAN  
FY 2022-FY 2024  
ACDBE GOAL METHODOLOGY



May 2022

**TABLE OF CONTENTS**

**SUB-PART A GENERAL REQUIREMENTS & INFORMATION ..... 3**

**SECTION 23.1,23 POLICY STATEMENT AND OBJECTIVES..... 4**

**SECTION 23.1 OBJECTIVES..... 5**

**SECTION 23.3 DEFINITIONS..... 5**

**SECTION 23.5 APPLICABILITY..... 5**

**SECTION 23.9 NON-DISCRIMINATION REQUIREMENTS ..... 5**

**SECTION 23.11 COMPLIANCE AND ENFORCEMENT ..... 6**

**SUBPART B – ACDBE PROGRAMS..... 7**

**SECTION 23.21 ACDBE PROGRAM UPDATES..... 7**

**SECTION 23.23 ADMINISTRATIVE PROVISIONS ..... 7**

**SECTION 23.25 ENSURING NONDISCRIMINATORY PARTICIPATION OF ACDBES ..... 9**

**SECTION 23.27 REPORTING..... 10**

**SECTION 23.29 COMPLIANCE AND ENFORCEMENT PROCEDURES ..... 10**

**SUBPART C – CERTIFICATION AND ELIGIBILITY ..... 11**

**SECTION 23.31 CERTIFICATION STANDARDS ..... 11**

**SECTION 23.35 PERSONAL NET WORTH ..... 11**

**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**

**PROJECTION OF ESTIMATED RACE-NEUTRAL & RACE-CONSCIOUS PARTICIPATION (23.45(F), 23.25(D-E)).... 17**

**CONCESSION-SPECIFIC GOALS (23.25 (C)(E)(1)(IV) ..... 17**

**GOOD FAITH EFFORTS ON CONCESSION-SPECIFIC GOALS (23.25(E)(1)(III), (IV))..... 18**

**DEMONSTRATION OF GOOD FAITH EFFORTS (26.53(A) & (C))..... 18**

**INFORMATION TO BE SUBMITTED (26.53(B))..... 19**

**SECTION 23.53 COUNTING ACDBE PARTICIPATION FOR CAR RENTAL GOALS ..... 22**

**SECTION 23.55 COUNTING ACDBE PARTICIPATION FOR CONCESSIONS OTHER THAN CAR  
RENTALS ..... 22**

**SECTION 23.57(B) ACDBE GOAL ACCOUNTABILITY ..... 22**

**SECTION 23.61 QUOTAS OR SET-ASIDES..... 23**

**SUBPART E – OTHER PROVISIONS ..... 23**

**SECTION 23.71 EXISTING AGREEMENTS ..... 23**

**SECTION 23.75 LONG-TERM EXCLUSIVE AGREEMENTS..... 23**

**SECTION 23.79 GEOGRAPHIC PREFERENCES ..... 23**

**ATTACHMENTS ..... 23**

### 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 110 Tallahassee, Florida 32301
Telephone Number	(P) (850) 300 - 7566
Email	Lraffington@oevforbusiness.org

**Section 23.1,23 Policy Statement and Objectives**

The City of Tallahassee has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 Code of Federal Regulations (CFR) Part 23. The City of Tallahassee (Airport) has received Federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The City of Tallahassee has signed grant assurance 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 DOT financial assistance;
2. To create a level playing field on which ACDBEs can compete fairly for opportunities for concessions;
3. To ensure that the City's ACDBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as ACDBEs at the Airport;
5. To help remove barriers to the participation of ACDBEs in opportunities for concessions at the Airport;
6. To promote the use of ACDBEs in all types of concession activities conducted by recipients;
7. To assist the development of firms that can compete successfully in the marketplace outside the ACDBE Program; and
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, Minority, Women & Small Business Enterprise Division, 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 of Tallahassee in its financial assistance agreements with DOT.

The City of Tallahassee has disseminated this policy statement to the City Manager, Mayor, and City Commission of the City of Tallahassee. The City has also distributed this statement to ACDBE and non-ACDBE concessionaire communities in the area on the City's website, via local newspapers, 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

  
\_\_\_\_\_  
Date

**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 (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 cause 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 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 DOT 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 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'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 Airport is required to have an ACDBE Program.

As a condition of eligibility for FAA financial assistance, the City will submit its ACDBE Program and overall goals to FAA according to 23.45(a) of this section.

Until the City's new 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 elaborated on the first page of this program.

**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 110**  
**Tallahassee, Florida 32301**  
**(850) 300-7566**  
**[LRaffington@OEVforBusiness.org](mailto: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 provision of 49 CFR Part 23. The ACDBE Liaison Officer has direct, independent access to the City Manager, who is the equivalent to the CEO of an organization, on ACDBE Program issues, and also reports directly to the Deputy Director of the MWSBE Division. 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, Deputy Director of Aviation and Purchasing & Contracting staff and consultant(s) as needed provide legal, technical and coordination support to assist in the administration of the program.

The ACDBELO has a staff of one professional employee assigned to the ACDBE/DBE 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 DOT.
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 CEO/governing body on ACDBE matters and achievement.
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 Office of Small and Disadvantaged Business Utilization (OSDBU)-Minority Resource Center (MRC).
9. Explains 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 Uniform Certification Program (UCP) 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 are not limited to the following:

- 1) The Procurement Services Manager, who is responsible for:
  - a. Ensuring that solicitations contain the clauses and goals required by this program.



- b. Bid Protests.
- 2) The Designated City 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 document.

### **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 4 & 5 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 Attachment 4 and 5 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 23.27 Reporting**

The City will submit annually 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 actually received by all 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.

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

The City will take monitoring and enforcement mechanisms discussed in Attachment 3 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 is included in the attachment. These monitoring and enforcement mechanisms include (i.e., monthly on-site visits, annual performance reviews, monthly tenant meetings) to verify that the work committed to ACDBEs is actually performed by the 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 award of 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 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.
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 3).
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 actually 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 DOT reporting form.

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

### **Section 23.31 Certification Standards**

The City of Tallahassee (City) is a member of a Unified Certification Program (UCP) administered by the Florida Department of Transportation and the City, which will make certification decisions on behalf of the City for ACDBEs. The City will use the procedures and standards of Part 26, except as provided in 23.31, for certification of ACDBEs to participate in the Airport's concessions program and such standards are incorporated herein.

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.

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 three fiscal years do not exceed \$56.42 million. The size standard for banks and other financial institutions is \$1 billion in assets; for car rental companies, it is \$75.23 million. For pay telephone companies, the standard is 1,500 employees; and for automobile dealers, the standard is 350 employees (23.33.)

### **Section 23.35 Personal Net Worth**

The personal net worth standard used in determining eligibility for purposes of Part 23 is \$1.32 million. The UCP recognizes that personal net worth means the net value of the assets of an individual remaining after total liabilities are deducted. The UCP recognizes 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 the individual's ownership interest in an ACDBE firm or a firm that is applying for ACDBE certification.

An individual's personal net worth includes only his or her own share of assets held jointly or as community property with the individual's spouse.

Any person who has a personal net worth exceeding this amount is not a socially and economically disadvantaged individual, even if a member of a group otherwise presumed to be disadvantaged (see 23.3 - Personal Net Worth (PNW) definition and 23.35).

The UCP 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 UCP's concessions program. The UCP is not obligated to certify a Part 26 DBE as an ACDBE if the firm does not do work relevant to the concessions program. (23.37).

The UCP recognizes that the provisions of Part 26, sections 26.83(c) (2-6) do not apply to certifications for purposes of Part 23. Instead, in determining whether a firm is an eligible ACDBE the following steps must be taken:

1. Obtain resumes or work histories of the principal owners of the firm and personally interview these individuals.
2. Analyze the ownership of stock of the firm, if it is a corporation.
3. Analyze the bonding and financial capacity of the firm.
4. Determine the work history of the firm, including any concession contracts or other contracts it may have received.
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 concessions it prefers to operate or the type(s) of other contracts it prefers to perform.

The ACDBELO will ensure that the ACDBE firm meets the applicable size standard (23.39(a)(b)).

The City acknowledges that a concessionaire includes a firm holding a prime contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with a recipient. The City also recognizes that the eligibility of Alaska Native Corporations (ANC)-owned firms for purposes of Part 23 is governed by Part 26 section 26.73(h). (23.39(c)(d)).

The City will use the certification standards of Part 23 to determine the ACDBE eligibility of firms that provide goods and services to concessionaires (23.39(i)).

In instances when the eligibility of a concessionaire is removed after the concessionaire has entered into a concession agreement because the firm exceeded the size standard or the owner has exceeded the PNW standard, and the firm in all other respects remains an eligible DBE, the City may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. The City 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)).

The City will use the Uniform Application Form found in appendix F to Part 26 with additional instruction as stated in 23.39(g).

### **Section 26.83                      Procedures for Certification Decisions**

#### Re-certifications 26.83(a) & (c)

The City will ensure that only firms certified as eligible ACDBEs under this section participate as ACDBEs in its ACDBE Program. The City will take the required steps outlined in 26.83(c) in determining whether a DBE firm meets the standards of subpart D of this part.

Once an ACDBE has been certified by the City or other certifying members of the Florida UCP, it shall remain certified until and unless the UCP removes its certification, in whole or in part, through the procedures of § 26.87 of this part, except as provided in § 26.67(b)(1) of this part.

The UCP will not require DBEs to reapply for certification or undergo a recertification process. However, the City may conduct a certification review of a certified ACDBE firm, including a new onsite review, if appropriate in light of changed circumstances (e.g., of the kind requiring notice under paragraph (i) of this section or relating to suspension of certification under § 26.88), a complaint, or other information concerning the firm's eligibility. If information comes to the attention of the City that leads it to question the firm's eligibility, the City may conduct an on-site review on an unannounced basis, at the firm's offices and job sites.

#### "No Change" Affidavits and Notices of Change (26.83(j))

The UCP requires all ACDBEs owners to inform the UCP, in a written affidavit, of any change in its circumstances affecting its ability to meet size, disadvantaged status, ownership or control criteria of 49 CFR Part 26 or of any material changes in the information provided with the firm's application for certification.

The UCP and the City's certification staff also require all ACDBE owners that have been certified to submit every year, on the anniversary date of their certification, a "no change" affidavit meeting the requirements of 26.83(j). The text of this affidavit is the following:

I, \_\_\_\_\_, hereby declare there have been no changes in (Business Name)'s circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of 49 CFR Part 26 and 13 CFR Part 121. I further declare there have been no material changes in the information provided with the most recent DBE application submitted by this business, except for

any changes about which I have provided written notice to the Florida Department of Transportation's Equal Opportunity Office pursuant to 49 CFR § 26.83(i).

I further declare that I am socially disadvantaged because I have been subjected to racial or ethnic prejudice or cultural bias, or have been suffered the effects of discrimination, because of my identity as a member of the groups identified in 49 CFR § 26.5, without regard to my individual qualities. I further declare that my personal net worth does not exceed \$1.32 million, and that I am economically disadvantaged because of my ability to compete in the free market enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same or similar line of business who are not socially and economically disadvantaged.

In addition, I specifically declare that this business continues to meet the Small Business Administration (SBA) size criteria and the overall gross receipts cap of 49 CFR Part 26. I specifically declare that the average gross receipts (as defined by SBA Rules) over the previous three (3) fiscal years do not exceed \$ \_\_\_\_\_. I provide the attached business tax return(s) for this and any affiliate businesses in support of this declaration. I declare under penalty of perjury, that the forgoing is true and correct.<sup>1</sup>

The UCP requires ACDBEs to submit with this affidavit documentation of the firm's size and gross receipts.

The UCP will notify all currently certified ACDBE firms of these obligations, prior to renewal, by mail. This notification will inform ACDBEs that to submit the "no change" affidavit, the owners must swear or affirm that they meet all regulatory requirements of Part 23/26, including personal net worth. Likewise, if a firm's owner knows or should know that he or she, or the firm, fails to meet a Part 23/26 eligibility requirement (e.g., personal net worth), the obligation to submit a notice of change applies.

#### **Section 26.85 Interstate Certification**

When a firm currently certified in its home state ("State A") applies to another State ("State B") for ACDBE certification, State B may, at its discretion, accept State A's certification and certify the firm, without further procedures. The UCP and the City will follow the procedures defined in Section 26.85.

#### **Section 26.86 Denials of Initial Requests for Certification**

If the City denies a firm's application or decertifies it, it may not reapply until twelve (12) months have passed from our action.

#### **Section 26.87 Removal of a DBE's Eligibility**

In the event that the UCP proposes to remove an ACDBE's certification, the UCP will follow procedures consistent with 26.87. Attachment 8 to this program sets forth these procedures in detail. To ensure separation of functions in a de-certification, the UCP will appoint a Hearing Officer to serve as the

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<sup>1</sup> <http://www.fdot.gov/equalopportunity/DBECertification/No%20Change%20Declaration.pdf>

decision-maker in de-certification proceedings. The UCP has established an administrative “firewall” to ensure that the Hearing Officer will not have participated in any way in the de-certification proceeding against the firm (including the decision to initiate such a proceeding).

## **Section 26.88                      Summary Suspension of Certification**

The UCP shall follow the procedures consistent with 26.88 of this Part regarding suspending a DBEs certification.

The UCP shall immediately suspend an ACDBE’s certification without adhering to the requirements in § 26.87(d) of this part when an individual owner whose ownership and control of the firm are necessary to the firm’s certification dies or is incarcerated.

The UCP will immediately suspend an ACDBE’s certification without adhering to the requirements in §26.87(d) when there is adequate evidence to believe that there has been a material change in circumstances that may affect the eligibility of the ACDBE firm to remain certified, or when the ACDBE fails to notify the recipient or UCP in writing of any material change in circumstances as required by § 26.83(i) of this part or fails to timely file an affidavit of no change under § 26.83(j).

When a firm is suspended pursuant to 26.88 (a) or (b), the UCP will immediately notify the ACDBE of the suspension by certified mail, return receipt requested, to the last known address of the owner(s) of the ACDBE. Suspension is a temporary status of ineligibility pending an expedited show cause hearing/proceeding under § 26.87 of this part to determine whether the ACDBE is eligible to participate in the program and consequently should be removed. The suspension takes effect when the ACDBE receives, or is deemed to have received, the Notice of Suspension.

While suspended, the ACDBE may not be considered to meet a contract goal on a new contract, and any work it does on a contract received during the suspension shall not be counted toward a recipient’s overall goal. The ACDBE may continue to perform under an existing contract executed before the ACDBE received a Notice of Suspension and may be counted toward the contract goal during the period of suspension as long as the ACDBE is performing a commercially useful function under the existing contract.

Following receipt of the Notice of Suspension, if the ACDBE believes it is no longer eligible, it may voluntarily withdraw from the program, in which case no further action is required. If the ACDBE believes that its eligibility should be reinstated, it must provide to the UCP information demonstrating that the firm is eligible notwithstanding its changed circumstances. Within thirty (30) days of receiving this information, the UCP will either lift the suspension and reinstate the firm’s certification or commence a decertification action under § 26.87 of this part. If the UCP commences a decertification proceeding, the suspension remains in effect during the proceeding. The decision to immediately suspend an ACDBE under paragraph 26.88 (a) or (b) is not appealable to the DOT.

The failure of the UCP to either lift the suspension and reinstate the firm or commence a decertification proceeding, as required by paragraph (g) of this section, is appealable to the DOT under § 26.89 of this part, as a constructive decertification.

## **Section 26.89            Certification Appeals**

Any firm or complainant may appeal the UCP's decision in a certification matter to DOT. Such appeals may be sent to:

US Department of Transportation  
Departmental Office of Civil Rights  
External Civil Rights Program Division (S-33)  
1200 New Jersey Ave., S.E.  
Washington, DC 20590  
Phone: 202-366-4754  
TTY: 202-366-9696  
Fax: 202-366-5575

The UCP will promptly implement any DOT certification appeal decisions affecting the eligibility of ACDBEs (e.g., certify a firm if DOT has determined that our denial of its application was erroneous).

### **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 (i.e., non-car rentals). The overall goals will cover a three (3)-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 (3) 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 with whom they consulted and provide a summary of the information obtained from the stakeholders.



**Section 23.45 Overall Goals**

The Tallahassee International Airport is a non-hub primary airport but was a small hub primary airport when the initial ACDBE goals were due. The airport anticipates regaining small hub primary airport status and will follow that schedule. As a condition of eligibility for FAA financial assistance, the City will submit its overall goals according to the following schedule:

<b>Primary Airport Size</b>	<b>Region</b>	<b>Date Due</b>	<b>Period Covered</b>	<b>Next Goal Due</b>
Small Hubs	All regions	October 1, 2021	2022/2023/2024	October 1, 2024 (2025/2026/2027)

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 six (6) months before executing the new concession agreement.

The City will establish overall goals in accordance with the two (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 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 concessions other than car rentals, the goal calculations, and the data relied on can be found in Attachment 4 to this program.

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 5 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 4 and 5 to this program. 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 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 in which the overall goals apply, they will cumulatively result in meeting any portion of the overall goal that is not projected to be met through the use of 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/offeror's good faith efforts before it commits to the concession agreement with the bidder/offeror.

### **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 North American Industry Classification System (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/offeror's commitment to use an ACDBE sub-concession whose participation it submits to meet a contract goal; and
  - (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; and
- (3) The City will require that the bidder/offeror 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.

### 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 110**  
**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. The City 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 DOT.

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 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 and in accordance with the sections A-I, outlined below. 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 insure that ACDBE firms identified in bid proposals are the firm(s) with which the concessionaire actually does business. However, the concessionaire may, under specific circumstances, substitute the original certified ACDBE firm with another certified ACDBE firm. Nevertheless, such substitution shall only be made with the prior approval of the MBE/DBE Office based on a written statement of good cause. The ACDBE participation percentages shall not be lower than provided for in the original bid.

- 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 a 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 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 (5) days to respond to the concessionaire's notice of intent to terminate or substitute and also advise the ACDBELO. 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 shorter than five (5) 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 in 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 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 (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 Goals**

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

**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 (i.e., non-car rentals) as provided in 49 CFR 23.55.

**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) Prepare, within ninety (90) days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. The City will retain a copy of the analysis and corrective actions in its records for a minimum of three (3) years, and will make it available to the FAA upon request.

**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 23.75 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 five (5) years. The City understand 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 City will submit detailed information to the FAA Regional Civil Rights Office for review and approval.

**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**

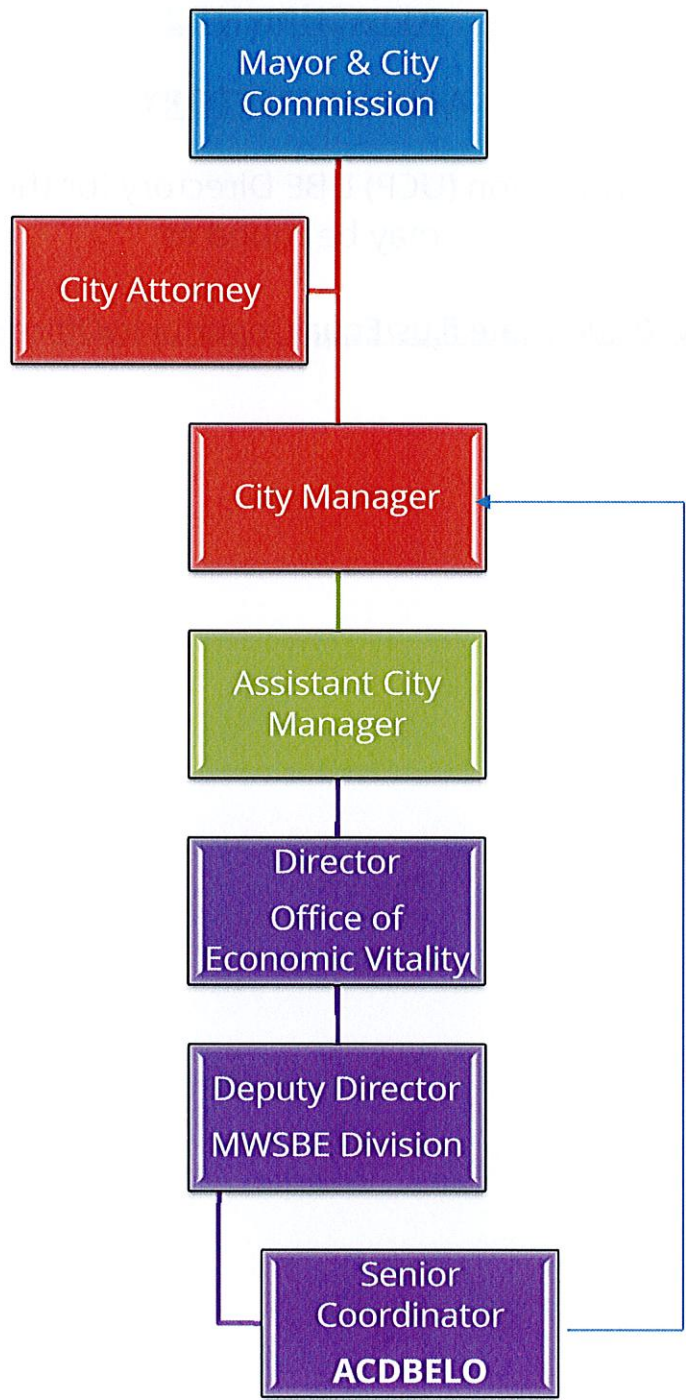
- Attachment 1 City of Tallahassee Organizational Chart
- Attachment 2 Link to Florida UCP Directory
- Attachment 3 Monitoring and Enforcement Mechanisms (26.37)
- Attachment 4 Overall Goal Calculations for Concessions Other Than Car Rentals
- Attachment 5 Overall Goal Calculations for Car Rentals
- Attachment 6 Form 1 & 2 for Demonstration of Good Faith Efforts; Form 3 & 4 for Demonstration of Participation Plan
- Attachment 7 Certification Application Forms
- Attachment 8 Procedures for Removal of ACDBE's Eligibility
- Attachment 9 State's UCP Agreement
- Attachment 10 Regulations: 49 CFR Parts 23
- Attachment 11 Goals and Elements for Privately-Owned or Leased Terminal Buildings (N/A)

**ATTACHMENT 1**

**Organizational chart**

**City of Tallahassee**





**ATTACHMENT 2**

**ACDBE DIRECTORY**

The Unified Certification (UCP) DBE Directory for the State of Florida  
may be found at

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

## **ATTACHMENT 3**

### **Monitoring and Enforcement Mechanisms**

The City of Tallahassee (City) has available several remedies 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;

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 on-site 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 thirty (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 in compliance with the ACDBE policy.
- B. Cancellation of the eligible project.
- C. A determination by the ACDBELO that an ACDBE has failed to:
  - 1. Comply with policy on brokering services, shall subject the offending party to the possible revocation of its certification as an ACDBE for a period not to exceed three (3) years.
  - 2. If the concessionaire is an ACDBE, a denial or revocation of their certification as a DBE/ACDBE will be conducted for a period not to exceed three (3) years;
- D. Refusal of participation on all future contracts or subcontracts with the City for a minimum of one (1) year and a maximum of five (5) years from the date upon which this penalty is imposed.
- E. 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.
- F. 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 (1) year and a maximum of five (5) 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 thereunder.

**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 in order 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 in order 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 thereunder. 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.

### **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; and/or
- 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 as a result of such failure, but that the costs the City might reasonably be anticipated to accrue as a result 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 concessionaire further agrees that for each specified violation the agreed upon liquidated damages are reasonably proximate to the loss the City will incur as a result of such violation:

- A. Failing to utilize an ACDBE that was originally listed at bid opening or proposal submission in order 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. Terminating an ACDBE originally listed/utilized as a subcontractor, joint venturer, supplier, or manufacturer in order to be awarded the contract without obtaining prior

approval for replacing such ACDBE with another ACDBE performing the same commercially useful function and dollar amount: 100% of the amount originally counted for the ACDBE at bid opening or proposal submission;

- D. 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;
- E. Failing to provide any documentation or written submissions required under the ACDBE Program within the time period set forth therein: \$50 per day for each day that such documentation or written submission is overdue.



## **ATTACHMENT 4**

**Section 23.45: Overall Goal Calculation for Concessions Other Than Car Rentals (i.e., non-car rentals)**

**FY 2022-2024 Airport Concession Disadvantaged  
Business Enterprise (ACDBE) Goal Methodology  
(Non-Car Rental Concessions)  
for**



**TALLAHASSEE**  
INTERNATIONAL AIRPORT

Tallahassee, FL

With Assistance From



Ken Weeden & Associates, Inc.

**Final**  
**FEBRUARY 2022**

**METHODOLOGY** for Establishing the FY 2022 – FY 2024 Airport Concession Disadvantaged Business Enterprise (ACDBE) Goal for:

**Tallahassee International Airport, Tallahassee, FL (49 CFR Part 23)**

In fulfillment of the requirements of 49 CFR Part 23, the City of Tallahassee has developed a proposed Overall Goal for FY 2022 – FY 2024 for Concessions other than Car Rentals.

**General Information:**

Airport Sponsor: **City of Tallahassee**

Airport: **Tallahassee International Airport**

ACDBELO: **LaTanya Raffington, Senior Coordinator**  
Minority, Women & Small Business Enterprise Division  
Tallahassee-Leon County Office of Economic Vitality  
315 S. Calhoun Street, Suite 110  
Tallahassee, FL 32301  
(850) 300-7566  
[LRaffington@OEVforBusiness.org](mailto:LRaffington@OEVforBusiness.org)

**I. Amount of Goal**

The Tallahassee International Airport’s (“Airport”) overall goal for concessions other than car rentals (i.e., non-car rental) during the period beginning October 1, 2021 and ending September 30, 2024 is the following:

Overall Goal:	<b><u>11.38%</u></b>
Race-Neutral:	<b><u>4.29%</u></b>
Race-Conscious:	<b><u>7.09%</u></b>

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

The concession revenues anticipated during this goal period for all non-car rental concessions is **\$9,836,781**. 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 Federal Aviation Administration (FAA) for approval no later than

90 days before issuing the solicitation for the new concession opportunity (49 Code of Federal Regulations Part 23.45(i)).

**Table 1: Concession Lease Dates**

NAICS	Concession Type	Name	Beginning Lease Date	Ending Lease Date
453220	News & Gift	Tailwind TLH, LLC	2/26/2015	2/25/2025
522110	Banking	CORD Financial Services	10/1/2019	9/30/2024
522110	Banking	Ready Credit Corporation	2/14/2020	2/13/2025
541850	Advertising	Clear Channel Airports	8/1/2009	7/31/2024
541850	Advertising	SecurityPoint Media, LLC	11/15/2011	11/14/2021
722513	Food & Beverage	Tailwind TLH, LLC	2/26/2015	2/25/2025

**A. Projected Concessions Opportunities: October 1, 2021 – September 30, 2024**

Concessions revenue opportunity for the 3-year period is based upon FY 2019 pre-COVID pandemic gross receipts of \$3,089,803. FY 2022, FY 2023 and FY 2024 gross receipts are expected to increase three percent (3%) each year based on FY 2019 gross revenue. The projected **non-car rental concessions base** is **\$9,836,781**.

**Table 2: Projected Gross Receipts for “All Other” (Non-Car Rental Concessions) for FY 2022 – FY 2024**

Fiscal Year	Non-Car Rental Concessions
2022	\$3,182,497
2023	\$3,277,972
2024	\$3,376,311
<b>Total</b>	<b>\$9,836,781</b>

Source: Airport; compiled by KWA

**B. Determination of Market Area**

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

The Airport reviewed the locations of current concessionaires. The Airport believes that, although concessions that are doing business with the Airport are located in various states and nationally, Airport Concession Disadvantaged Business Enterprises (ACDBE)

that would participate would be more local. Therefore, the Airport is proposing to use the State of Florida as its market area.

**Table 3: Location of Current Concessionaires  
Tallahassee International Airport**

NAICS* Code	Concession Type	Name	Location
453220	News & Gift	Tailwind TLH, LLC	Wilmington, NC
522110	Banking	CORD Financial Services	Temple, TX
522110	Banking	Ready Credit Corporation	Eden Prairie, MN
541850	Advertising	Clear Channel Airports	Allentown, PA
541850	Advertising	SecurityPoint Media, LLC	St. Petersburg, FL
722513	Food & Beverage	Tailwind TLH, LLC	Wilmington, NC

\*NAICS – North American Industry Classification System

## II. Methodology used to Calculate Overall Goal

### A. Goods and Services

The Airport can meet the percentage goal by counting the purchase from ACDBEs of goods and services used in non-car rental concessions business conducted at the Airport. The Airport and the non-car rental concessionaires at the Airport, should make good faith efforts to explore all available options to achieve, to the maximum extent practicable, compliance with the goal through direct ownership arrangements, including joint ventures and franchises. The dollar value from purchases of goods and services from ACDBEs may be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBEs and non-ACDBEs) may be added to the denominator.

### B. Management Contract or Subcontract

The Airport can meet the percentage goal by counting any non-car rental concessions operated through a management contract or subcontract with an ACDBE. The Airport and the concessionaires 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 concession activities to which the management contract or subcontract pertains will not be added to this base in either the numerator or denominator. While the Airport realizes that this appears to

go against the normal rules and rationale for goal-setting, the Airport understands that this method is nevertheless required by statute.

**C. Step 1:** 23.51 (c)

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

The Step 1 ACDBE base figure was determined using the DBE directory and County Business Patterns database method, per 49 CFR Part 23.51(c)(1).

The Airport determined the number of ACDBE firms available in the market area by NAICS code. The Airport also determined the total number of all firms available in the market area to calculate the relative availability of ACDBEs for each concession type. That relative availability was multiplied by the percentage of total estimated gross receipts per group of NAICS codes to determine the weighted availability of ACDBEs in the Airport’s market area for each concession type as indicated in Table 4 below:

**Table 4: Determination of Relative Availability of ACDBEs (Non-Car Rental)**

NAICS Codes	Concession Type/Group	ACDBE Firms	Total Firms	Availability	Projected FY 22-24 Gross Receipts	ACDBE Goal (Dollars)
453220	News & Gift	27	1,399	1.93%	\$2,517,851	\$48,593
522110	Banking			0.00%	\$33,253	\$0
541850	Advertising	18	216	8.33%	\$711,435	\$59,286
722513	Food & Beverage	67	14,198	0.47%	\$6,574,242	\$31,024
<b>Total</b>					<b>\$9,836,781</b>	<b>\$138,903</b>
<b>Step 1 Base Goal</b>						<b>1.41%</b>

**Source:**

1. 2019 County Business Patterns, U.S. Census Bureau.
2. Florida Department of Transportation UCP Directory, November 2021.

***Concession that is shaded does not have opportunities. Their contract goals were used as availability.***

The Step 1 base goal for “all other” (i.e., non-car rental) ACDBEs is **1.41%**.

**D. Step 2:** 23.51(d)

After calculating a base figure of the relative availability of ACDBEs, the Airport examined evidence to determine whether or not the base figure needs to be adjusted in order to arrive at the overall goal.

The data used to determine the adjustment to the base figure were:

**1. Past participation**

The Airport evaluated the current capacity of ACDBEs to perform work in the concessions program by measuring the volume of work ACDBEs have performed in the past.

The historical ACDBE accomplishments at the Airports in recent years were examined relative to the above consideration. Specifically, the annual “Uniform Report of ACDBE Participation” submitted to the FAA for each of the reporting periods listed below was assessed.

**Table 5: Tallahassee International Airport ACDBE Accomplishments for FY 2018—FY 2020**

<b>Fiscal Year</b>	<b>Goal</b>	<b>Accomplishment</b>	<b>Over/Under</b>
FY 2018	14.75%	21.34%	6.59%
FY 2019	18.91%	23.20%	4.29%
FY 2020	18.91%	8.73%	-10.18%
<b>Median</b>	<b>18.91%</b>	<b>21.34%</b>	<b>4.29%</b>

Source: Tallahassee International Airport

The median ACDBE accomplishment for the past three years as shown above is **21.34%**, compared to the Step 1 DBE base figure for the Airport of **1.41%**.

**E. Adjustment of the Step 1 Base Figure**

In order to reflect as accurately as possible ACDBE capacity, the Airport will adjust the Step 1 DBE base figure of **1.41%** by averaging it with the ACDBE participation noted in Table 5 above (**21.34%**), for a final adjusted overall goal of **11.38%**.

**III. Consultation with Stakeholders (23.43)**

Before establishing the ACDBE non-car rental goal, the Airport consulted with stakeholders in its concession program to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the Airport’s efforts to establish a level playing field for the participation of ACDBEs.

As part of the consultation process, the Airport held a meeting, with the option to attend in-person or virtually, on January 25, 2022. Attendees were given an overview of the

Airport's ACDBE program and the draft goal. After the presentation, attendees were given an opportunity to comment on the draft goal. Please see Appendix A for the attendee list and comments.

**Breakout of Estimated Race-Neutral & Race-Conscious Participation**  
**Section 23.51**

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

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

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

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations, such as the inability to obtain bonding or financing;
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor's ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
7. Establishing a business development program (see 49 CFR Part 26.35); technical assistance program or taking other steps to foster ACDBE participation in concessions.

The Airport proposes a race-conscious goal of 7.09% and a race-neutral goal of 4.29%, for a total of 11.38%. The reason for this projected split is that the historical information on ACDBE participation showed that the median amount by which the goals were over-achieved over the previous three years was 4.29%.



In order to ensure that the ACDBE program will be narrowly tailored to overcome the effects of discrimination, if the Airport uses concession-specific goals, it will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)) and 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 an ACDBE goal
- ACDBE participation on a prime contract exceeding a concession specific goal

The Airport will maintain data separately on ACDBE achievements in those contracts with and without concession-specific goals, respectively.

**APPENDIX A: CONSULTATION WITH STAKEHOLDERS**

TLH Meeting Minutes January 25, 2022,  
ACDBE Outreach Event 20220125 1728-1

Summary:

- **Introductions:**
  - David Pollard from the Tallahassee International Airport
  - Airport staff
  - Darryl Jones and LaTanya Raffington from the Office of Economic Vitality
  - Ken Weeden from Ken Weeden and Associates
  - Adriene Wright from Abelita LLC

**Ken Weeden from Ken Weeden and Associates on ACDBE:**

- What is an ACDBE
- The Purpose of the ACDBE Program
- Overview of the ACDBE Program
- Definition of a Concession
- ACDBE Certification
- Florida's Unified DBE Certification Program (UCP) Certifying Members

**Wilfred Nixon with Ken Weeden and Associates on the ACDBE Goal-Calculation Methodology for Fiscal Years 2022-2024:**

- ACDBE Goal-Setting
  - A two-step process
  - Goal covers a three-year period
- Good Faith Efforts – must either meet or exceed ACDBE goal, or demonstrate a good-faith effort to meet the goal
- Monitoring and Enforcement by Airport and FAA Auditing
- Reporting Requirements
- TLH ACDBE Goal for Non-car-rental Concessions
  - FFY 2022-2024 Goal = 11.38%
- How the Goal was Calculated
  - Projected Gross Receipts
  - Market Area
  - Census Bureau and NAICS Codes
  - Step 1 – Relative Availability
  - Step 2 – Past Participation
- TLH ACDBE Goal Car Rental Concessions
  - FFY 2022-2024 Goal = 2.35%
- How the Goal was Calculated
  - Past Receipts/Project Expenditures

- Determine Market Area/Relative Availability
- Consider evidence to determine whether or not to adjust the base figure

**Questions from Participants and Answers Given:**

*No questions from participants*

Attendees: (List attached)



TALLAHASSEE  
INTERNATIONAL AIRPORT

### Airport Concession Disadvantaged Business Enterprise 3-Year Goal Consultation Meeting

January 25, 2022

Boeing Conference Room, 1:00 p.m. – 2:30 p.m.

NAME	COMPANY NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Kenneth Webster	PSA MANAGEMENT	1516 E. Hillcrest ST suite 310 Orlando FL 32808	407-898-9119	KWebster@PSA-online.com
Videria Malejczek	TZH			
Vanessa Spaulding	TZH			
Eric Hoge	TZH			
Jim Darwin	TZH			
Ken Weeden & Wilfred Nixon		KWA		

ACDBE Virtual Attendees

Meeting Name	Meeting Start Time	Name	Attendee Email
ACDBE Outreach Event	2022-01-25 13:00:00	Abelita Consulting   Adriene Wright	adriene@abelita.co
ACDBE Outreach Event	2022-01-25 13:00:00	Antonio Jefferson	ajeffer@mygretna.com
ACDBE Outreach Event	2022-01-25 13:00:00	Benjamin Odom	benjamin.odom@talgov.com
ACDBE Outreach Event	2022-01-25 13:00:00	Dana Dudley	dana@espmmedia.net
ACDBE Outreach Event	2022-01-25 13:00:00	Darryl Jones	djones@oevforbusiness.org
ACDBE Outreach Event	2022-01-25 13:00:00	Errick Young	eyoung@psaonline.com
ACDBE Outreach Event	2022-01-25 13:00:00	George Johnson	gjohnson@johnsonmilner.com
ACDBE Outreach Event	2022-01-25 13:00:00	Jim Durwin	jim.durwin@talgov.com
ACDBE Outreach Event	2022-01-25 13:00:00	Iraffington	irafrington@oevforbusiness.org
ACDBE Outreach Event	2022-01-25 13:00:00	nikki jefferies	nikki-jefferies@kwaplanning.com
ACDBE Outreach Event	2022-01-25 13:00:00	Tony	tonyal74@yahoo.com



The Tallahassee International Airport (TLH) acts as a catalyst for economic development within our region. In accordance with its Capital Improvement Program, over the next three years, TLH expects multiple projects to be developed with federal funding assistance.

TLH has published a proposed overall goal for its Federal Aviation Administration (FAA) Disadvantaged Business Enterprise (DBE) Program. The proposed overall goal for FAA Airport Improvement Program (AIP)-funded projects in FY 2022 through FY 2024 is 12.59%. The methodology document used in developing this goal is available at [Talgov.com/DBEGoal](https://www.talgov.com/DBEGoal). TLH will receive and consider public comments on the proposed goal until Feb. 18, 2022. Comments should be emailed to [AviationBusinessServices@Talgov.com](mailto:AviationBusinessServices@Talgov.com). All comments must be received by 4:30 p.m. on Feb. 18, 2022.

Interested stakeholders are also encouraged to register for upcoming seminars to learn more about DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) opportunities available through TLH, the benefits of participating in DBE/ACDBE programs, and TLH strategies to increase future DBE/ACDBE participation.

- DBE Stakeholder Seminar – Jan. 25, 10-11:30 a.m.
- ACDBE Stakeholder Seminar – Jan. 25, 1-2:30 p.m.

Seminars will be conducted virtually with limited in-person attendance available at TLH. To learn more about DBE and ACDBE goals at TLH, visit [TLHAirport.com](https://www.TLHAirport.com) or contact [AviationBusinessServices@Talgov.com](mailto:AviationBusinessServices@Talgov.com).

TLH is owned and operated by the City of Tallahassee and proudly provides exceptional service to and from Florida's Capital City.

## **ATTACHMENT 5**

**Section 23.45: Overall Goal Calculation for Car Rental Concessions**



**FY 2022-2024 Airport Concession Disadvantaged  
Business Enterprise (ACDBE) Goal Methodology  
(*Car Rental Concessions*)  
for**



**TALLAHASSEE**  
INTERNATIONAL AIRPORT

Tallahassee, FL

With Assistance From



Ken Weeden & Associates, Inc.

**FINAL**

**FEBRUARY 2022**

**METHODOLOGY** for Establishing the FY 2022 – FY 2024 Airport Concession Disadvantaged Business Enterprise (ACDBE) Goal for:

**Tallahassee International Airport, Tallahassee, FL (49 CFR Part 23)**

In fulfillment of the requirements of 49 CFR Part 23, the City of Tallahassee has developed a proposed Overall Goal for FY 2022 – FY 2024 for Car Rentals.

**General Information:**

Airport Sponsor: **City of Tallahassee**

Airport: **Tallahassee International Airport**

ACDBELO: **LaTanya Raffington, Senior Coordinator**  
Minority, Women & Small Business Enterprise Division  
Tallahassee-Leon County Office of Economic Vitality  
315 S. Calhoun Street, Suite 110  
Tallahassee, FL 32301  
(850) 300-7566  
[LRaffington@OEVforBusiness.org](mailto:LRaffington@OEVforBusiness.org)

**I. Amount of Goal**

The Tallahassee International Airport’s (“Airport”) overall car rental goal for the period beginning October 1, 2021 and ending September 30, 2024 is the following:

Overall Goal:	<b><u>2.35%</u></b>
Race-Neutral:	<b><u>2.27%</u></b>
Race-Conscious:	<b><u>0.08%</u></b>

**The base of the goal will be the total purchases of goods and services for car rental operations at the Airport.**

There are new car rental concession opportunities anticipated for this time period. If additional car rental concession opportunities arise 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 Federal Aviation Administration (FAA) for approval no later than ninety (90) days before issuing the solicitation for the new concession opportunity (49 Code of Federal Regulations Part 23.45(i)).

**Table 1: Car Rental Lease Dates**

<b>Car Rental</b>	<b>Beginning Lease Date</b>	<b>Ending Lease Date</b>
Avis/Budget	2/1/2017	1/31/2022
Enterprise	2/1/2017	1/31/2022
Alamo/National	2/1/2017	1/31/2022
Hertz	2/1/2017	1/31/2022
Capital Leasing dba Priceless Car Rental	5/1/2019	1/31/2022

**A. Projected Concessions Opportunities: October 1, 2021 - September 30, 2024**

The goods and services opportunity for the 3-year period is based upon FY 2019 pre-COVID pandemic expenditures on goods and services of \$20,068,088. FY 2022, FY 2023 and FY 2024 expenditures are expected to increase 3% each year based on FY 2019 expenditures. The projected **car rental concessions base** is **\$63,889,307**.

**Table 2: Projected Car Rental Expenditures  
FY 2022 – FY 2024**

<b>Fiscal Year</b>	<b>Projected Expenditures</b>
FY 2022	\$20,670,131
FY 2023	\$21,290,235
FY 2024	\$21,928,942
<b>Total</b>	<b>\$63,889,307</b>

**B. Determination of Market Area**

The market area is normally defined by the geographical area in which the substantial majority of firms which seek to do concessions business with the airport are located, and the geographical area in which the substantial majority of concessions-related revenues are generated. However, the Airport is defining its market by the geographical area in which the substantial majority of companies (*with whom the car rental concessions at the Airport make expenditures*) are located, and the area where the substantial majority of expenditures are made.

The Airport believes that, although firms that are currently doing business with the Airport are located nationally, Airport Concession Disadvantaged Business Enterprises (ACDBE) that would participate would more likely be local and regional, especially for the purchase of goods and services. Therefore, the Airport is proposing to use the State of Florida as the market area.

## **II. Methodology Used to Calculate Overall Goal**

### **A. Goods and Services**

The Airport can meet the percentage goal by counting the purchase from ACDBEs of goods and services used in car rental concessions at the Airport. The dollar value from purchases of goods and services from ACDBEs shall be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBEs and non-ACDBEs) shall be added to the denominator.

### **B. Management Contract or Subcontract**

The Airport can meet the percentage goal by counting any car rental concessions operated through a management contract or subcontract with an ACDBE. The Airport, and the car rental concessions 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 the Airport realizes that this appears to go against the normal rules and rationale for goal-setting, the Airport understands that this method is nevertheless required by statute.

**C. Step 1:** 23.51 (c)

The Airport determined the base figure for the relative availability of car rental ACDBEs. The base figure was calculated as follows:

In order to determine the relative availability of ACDBEs in the area of car rental concessions, the availability of DBE car rental concessions in the market area must be compared to the overall availability of all car rental concessions in the market area. The US Census Bureau’s County Business Patterns database was utilized, as was the DBE directory noted below. The table below describes the relative availability of ACDBEs for car rental concessions for the market area.

**Table 3: Determination of Relative Availability of ACDBEs  
(suppliers of goods and services)**

Goods/Services Type	NAICS* Code	Potential ACDBE Firms	All Firms	% of ACDBE Firms Available
Service Establishment Equipment and Supplies Merchant Wholesalers	423850	265	19,955	<b>1.33%</b>
Stationery and Office Supplies Merchant Wholesalers	424120			
Other Chemical and Allied Products Merchant Wholesalers	424690			
Car Dealer	441110			
Tire Dealers	441320			
Automobile Carrier Trucking	484230			
Insurance	524126			
Janitorial	561720			
Auto Repair	811111			
Auto Body Repair	811121			
Auto Oil Change	811191			
Car Washes	811192			

Sources:

1. 2019 County Business Patterns database, US Census Bureau.
2. Florida Department of Transportation UCP Directory, November 2021.

\*NAICS – North American Industry Classification System

The Step 1 base figure for car rental ACDBEs is **1.33%**.

**D. Step 2:** 23.51(d)

After calculating a base figure of the relative availability of ACDBEs, the Airport examined evidence to determine whether or not the base figure needs to be adjusted in order to arrive at the overall goal.

1. **Past participation** – The Airport evaluated the current capacity of ACDBEs to perform work in car rental concessions program by measuring the volume of work ACDBEs have performed in the past.

Specifically, expenditures that were made available by the car rental agencies at the Airport were assessed.

**Table 4: Tallahassee International Airport ACDBE Accomplishments for FY 2018 - FY 2020**

Report Period	ACDBE Goal	Total ACDBE % Achieved	Achieved Over/Under
<b>FY 2018</b>	1.13%	4.27%	3.14%
<b>FY 2019</b>	1.10%	3.21%	2.11%
<b>FY 2020</b>	1.10%	3.37%	2.27%
<b>Median</b>	<b>1.10%</b>	<b>3.37%</b>	<b>2.27%</b>

The median ACDBE accomplishment as shown above is **3.37%**, compared to the median Step 1 DBE base figure for the Airport of **1.33%**.

**E. Adjustment of the Step 1 Base Figure**

The Airport will adjust the Step 1 DBE base figure of 1.33% by averaging it with the median past participation (3.37%). The overall ACDBE goal for the Airport will be **2.35%**.

**III. Consultation with Stakeholders (23.43)**

Before establishing the ACDBE car rental goal, the Airport consulted with stakeholders in its concession program to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for ACDBEs, and the Airport’s efforts to establish a level playing field for the participation of ACDBEs.

As part of the consultation process, the Airport held a meeting, with the option to attend in-person or virtually, on January 25, 2022. Attendees were given an overview of the Airport’s ACDBE program and the draft goal. After the presentation, attendees were given an opportunity to comment on the draft goal. Please see Appendix A for the attendee list and comments.

**Breakout of Estimated Race-Neutral & Race-Conscious Participation**  
**Section 23.51**

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

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

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

1. Locating and identifying ACDBEs and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;
2. Notifying ACDBEs of concession opportunities and encouraging them to compete, when appropriate;
3. When practical, structuring concession activities so as to encourage and facilitate the participation of ACDBEs;
4. Providing technical assistance to ACDBEs in overcoming limitations, such as the inability to obtain bonding or financing;
5. Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the sponsor's ACDBE program will affect the procurement process;
6. Providing information concerning the availability of ACDBE firms to competitors to assist them in obtaining ACDBE participation; and
7. Establishing a business development program (see 49 CFR Part 26.35), technical assistance program or taking other steps to foster ACDBE participation in concessions.

The Airport proposes a race-conscious goal of 0.08% and a race-neutral goal of 2.27%, for a total of 2.35%. The reason for this projected split is that the median amount by which the Airport over-achieved its goals over the preceding three (3) year period as shown in Table 4 is 2.27%.

In order to ensure that the ACDBE program will be narrowly tailored to overcome the effects of discrimination, if the Airport uses concession-specific goals, it will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation (see 26.51(f)), and the Airport 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 an ACDBE goal
- ACDBE participation on a prime contract exceeding a concession-specific goal

The Airport will maintain data separately on ACDBE achievements in those contracts with and without concession-specific goals, respectively.



**APPENDIX A: CONSULTATION WITH STAKEHOLDERS**

TLH Meeting Minutes January 25, 2022,  
ACDBE Outreach Event 20220125 1728-1

Summary:

- **Introductions:**
  - David Pollard from the Tallahassee International Airport
  - Airport staff
  - Darryl Jones and LaTanya Raffington from the Office of Economic Vitality
  - Ken Weeden from Ken Weeden and Associates
  - Adriene Wright from Abelita LLC

**Ken Weeden from Ken Weeden and Associates on ACDBE:**

- What is an ACDBE
- The Purpose of the ACDBE Program
- Overview of the ACDBE Program
- Definition of a Concession
- ACDBE Certification
- Florida's Unified DBE Certification Program (UCP) Certifying Members

**Wilfred Nixon with Ken Weeden and Associates on the ACDBE Goal-Calculation Methodology for Fiscal Years 2022-2024:**

- ACDBE Goal-Setting
  - A two-step process
  - Goal covers a three-year period
- Good Faith Efforts – must either meet or exceed ACDBE goal, or demonstrate a good-faith effort to meet the goal
- Monitoring and Enforcement by Airport and FAA Auditing
- Reporting Requirements
- TLH ACDBE Goal for Non-car-rental Concessions
  - FFY 2022-2024 Goal = 11.38%
- How the Goal was Calculated
  - Projected Gross Receipts
  - Market Area
  - Census Bureau and NAICS Codes
  - Step 1 – Relative Availability
  - Step 2 – Past Participation
- TLH ACDBE Goal Car Rental Concessions
  - FFY 2022-2024 Goal = 2.35%
- How the Goal was Calculated
  - Past Receipts/Project Expenditures

- Determine Market Area/Relative Availability
- Consider evidence to determine whether or not to adjust the base figure

**Questions from Participants and Answers Given:**

*No questions from participants*

Attendees: (List attached)



**Airport Concession Disadvantaged Business Enterprise  
3-Year Goal Consultation Meeting**

January 25, 2022

Boeing Conference Room, 1:00 p.m. – 2:30 p.m.

NAME	COMPANY NAME	ADDRESS	PHONE NUMBER	EMAIL ADDRESS
Kenneth Webster	PSA MANAGEMENT	1516 E. Hillcrest ST Suite 310 Orlando FL 32808	407-898-9119	KWebster@PSA-online.com
Victoria Maleyzeck	TZH			
Vanessa Spaulding	TZH			
Eric Hoge	TZH			
Jim Darwin	TZH			
Ken Weeden & Wilfred Nixon		KWA		

ACDBE Virtual Attendees

Meeting Name	Meeting Start Time	Name	Attendee Email
ACDBE Outreach Event	2022-01-25 13:00:00	Abelita Consulting   Adriene Wright	adriene@abelita.co
ACDBE Outreach Event	2022-01-25 13:00:00	Antonio Jefferson	ajeffer@mygretna.com
ACDBE Outreach Event	2022-01-25 13:00:00	Benjamin Odom	benjamin.odom@talgov.com
ACDBE Outreach Event	2022-01-25 13:00:00	Dana Dudley	dana@espmedia.net
ACDBE Outreach Event	2022-01-25 13:00:00	Darryl Jones	djones@oevforbusiness.org
ACDBE Outreach Event	2022-01-25 13:00:00	Errick Young	eyoung@psaonline.com
ACDBE Outreach Event	2022-01-25 13:00:00	George Johnson	gjohnson@johnsonmliner.com
ACDBE Outreach Event	2022-01-25 13:00:00	Jim Durwin	jim.durwin@talgov.com
ACDBE Outreach Event	2022-01-25 13:00:00	Iraffington	iraffington@oevforbusiness.org
ACDBE Outreach Event	2022-01-25 13:00:00	nikki jefferies	nikki-jefferies@kwaplanning.com
ACDBE Outreach Event	2022-01-25 13:00:00	Tony	tonya174@yahoo.com



The Tallahassee International Airport (TLH) acts as a catalyst for economic development within our region. In accordance with its Capital Improvement Program, over the next three years, TLH expects multiple projects to be developed with federal funding assistance.

TLH has published a proposed overall goal for its Federal Aviation Administration (FAA) Disadvantaged Business Enterprise (DBE) Program. The proposed overall goal for FAA Airport Improvement Program (AIP)-funded projects in FY 2022 through FY 2024 is 12.59%. The methodology document used in developing this goal is available at [Talgov.com/DBEGoal](https://www.talgov.com/DBEGoal). TLH will receive and consider public comments on the proposed goal until Feb. 18, 2022. Comments should be emailed to [AviationBusinessServices@Talgov.com](mailto:AviationBusinessServices@Talgov.com). All comments must be received by 4:30 p.m. on Feb. 18, 2022.

Interested stakeholders are also encouraged to register for upcoming seminars to learn more about DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) opportunities available through TLH, the benefits of participating in DBE/ACDBE programs, and TLH strategies to increase future DBE/ACDBE participation.

- DBE Stakeholder Seminar – Jan. 25, 10-11:30 a.m.
- ACDBE Stakeholder Seminar – Jan. 25, 1-2:30 p.m.

Seminars will be conducted virtually with limited in-person attendance available at TLH. To learn more about DBE and ACDBE goals at TLH, visit [TLHAirport.com](https://www.TLHAirport.com) or contact [AviationBusinessServices@Talgov.com](mailto:AviationBusinessServices@Talgov.com).

TLH is owned and operated by the City of Tallahassee and proudly provides exceptional service to and from Florida's Capital City.

**ATTACHMENT 6**

**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**

Name of bidder/offeror's firm: \_\_\_\_\_

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

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

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

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

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

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

Description of work to be performed by ACDBE firm:

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

**Affirmation**

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

By \_\_\_\_\_  
(Signature) (Title)

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

(Submit this page for each ACDBE subcontractor.)



## **ATTACHMENT 7**

### **Certification Application Forms**

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

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

## **ATTACHMENT 8**

### **Procedures for Removing an ACDBE's Eligibility**

In the event the Florida Unified Certification Program (FLUCP) proposes to remove a DBE's certification, FLUCP will follow procedures consistent with 49 CFR 26.87. To ensure separation of functions in a removal, FLUCP will appoint a Hearing Officer to serve as the decision maker in removal proceedings which are contested by the DBE. The Hearing Officer will not have participated in any way in the decision to commence a removal proceeding against the firm. The Hearing Officer is located in a separate office in FLUCP and is knowledgeable about the certification requirements of the DBE Program. Any person may file with FLUCP a written complaint alleging that a currently-certified firm is ineligible and specifying the alleged reasons why the firm is ineligible. FLUCP is not required to accept a general allegation that a firm is ineligible or an anonymous complaint. The complaint may include any information or arguments supporting the complainant's assertion that the firm is ineligible and should not continue to be certified. Confidentiality of complainants' identities will be protected as provided in 49 CFR 26.109(b). The complaint will be forwarded to the Equal Opportunity Office (EOO) Investigations and Compliance Manager, who will review FLUCP's records concerning the firm, any material provided by the firm and the complainant, and other available information. FLUCP may request additional information from the firm or conduct any other investigation that FLUCP deems necessary. If FLUCP determines, based on this review, that there is reasonable cause to believe that the firm is ineligible, FLUCP will provide written notice to the firm that FLUCP proposes to find the firm ineligible, setting forth the reasons for the proposed determination. If FLUCP determines that such reasonable cause does not exist, FLUCP will notify the complainant and the firm in writing of this determination and the reasons for it. All statements of reasons for findings on the issue of reasonable cause will specifically reference the evidence in the record on which each reason is based.

If, based on notification by the firm of a change in its circumstances or other information that comes to FLUCP's attention, FLUCP determines that there is reasonable cause to believe that a currently certified firm is ineligible, FLUCP will provide written notice to the firm that FLUCP proposes to find the firm ineligible, setting forth the reasons for the proposed determination. The statement of reasons for the finding of reasonable cause will specifically reference the evidence in the record on which each reason is based.

If the concerned Operating Administration (OA) determines that information in FLUCP's certification records, or other information available to the concerned OA, provides reasonable cause to believe that a firm FLUCP certified does not meet the eligibility criteria, the concerned OA may direct FLUCP to initiate a proceeding to remove the firm's

certification. The concerned OA must provide FLUCP and the firm a notice setting forth the reasons for the directive, including any relevant documentation or other information.

When FLUCP notifies a firm that there is reasonable cause to remove its eligibility, FLUCP will give the firm an opportunity for an informal hearing, at which the firm may respond to the reasons for the proposal to remove its eligibility in person and provide information and arguments concerning why it should remain certified. In such a proceeding, FLUCP bears the burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards. FLUCP will maintain a complete record of the hearing, by means acceptable under state law for the retention of a verbatim record of an administrative hearing. If there is an appeal to USDOT under 49 CFR 26.89, FLUCP will provide a transcript of the hearing to USDOT and, on request, to the firm. FLUCP will retain the original record of the hearing. The firm may elect to present information and arguments in writing, without going to a hearing. In such a situation, FLUCP bears the same burden of proving, by a preponderance of the evidence, that the firm does not meet the certification standards, as FLUCP would during a hearing.

FLUCP will ensure that the decision in a proceeding to remove a firm's eligibility is made by an office and by personnel that did not take part in actions leading to or seeking to implement the proposal to remove the firm's eligibility and are not subject, with respect to the matter, to direction from the office or personnel who did take part in these actions. The decision maker will be an individual who is knowledgeable about the certification requirements of FLUCP's DBE program and the federal regulations. FLUCP will not base a decision to remove eligibility on a reinterpretation or changed opinion of information available to the recipient at the time of its certification of the firm. FLUCP may base such a decision only on one or more of the following:

1. Changes in the firm's circumstances since the certification of the firm that renders the firm unable to meet the eligibility standards of this part;
2. Information or evidence not available to FLUCP at the time the firm was certified;
3. Information that was concealed or misrepresented by the firm in previous certification actions;
4. A change in the certification standards or requirements of the USDOT since FLUCP certified the firm; or
5. A documented finding that FLUCP's determination to certify the firm was factually erroneous.

Following FLUCP's decision, FLUCP will provide the firm written notice of the decision and the reasons for it, including specific references to the evidence in the record that supports each reason for the decision. The notice will inform the firm of the consequences of

FLUCP's decision and of the availability of an appeal to DOT under 49 CFR 26.89. FLUCP will send copies of the notice to the complainant in an ineligibility complaint or the concerned OA that directed FLUCP to initiate the proceeding.

A firm remains an eligible DBE during the pendency of FLUCP's proceeding to remove its eligibility. The firm does not become ineligible until the issuance of the removal notice. When it removes a firm's eligibility, FLUCP will take the following action:

1. When a prime contractor has made a commitment to use the ineligible firm, or FLUCP has made a commitment to use a DBE prime contractor, but a subcontract or contract has not been executed before FLUCP issues the removal notice, the ineligible firm does not count toward a race-conscious contract goal or the overall goal for FLUCP. If the contract has a race-conscious goal, FLUCP will direct the prime contractor to meet the contract goal with an eligible DBE firm or demonstrate to FLUCP that it has made a good faith effort to do so.
2. If a prime contractor has executed a subcontract with the firm before FLUCP has notified the firm of its ineligibility, the prime contractor may continue to use the firm on the contract and may continue to receive credit if the contract has a DBE race conscious goal. If the contract does not have a race-conscious goal, or, in the case where FLUCP has let a prime contract to the DBE that was later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after FLUCP issued the notice of its ineligibility shall not count toward the prime's race-neutral goal or FLUCP's overall goal.
3. If the DBE's ineligibility is caused solely by its having exceeded the size standard during the performance of the contract, FLUCP will continue to count its participation on that contract toward overall and contract goals.

## **ATTACHMENT 9**

### **State's UCP Agreement**

[Florida Unified Certification Program Agreement](#)

**ATTACHMENT 10**

**49 CFR Part 23**

The federal regulations, Title 49  
Code of Federal Regulations  
Part 23, may be found at  
[www.ecfr.gov](http://www.ecfr.gov).

**ATTACHMENT 11**

**Goals and Elements for Privately-Owned or Leased Terminal  
Buildings  
(N/A)**

