FY 2018 – FY 2020

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
FOR

Pensacola International Airport
2430 Airport Boulevard, Suite 225
Pensacola, Florida 32504

August 2017
POLICY STATEMENT

Section 26.1, 26.23 Objectives/Policy Statement

The Pensacola International Airport ("Airport"), owned and operated by the City of Pensacola, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Airport has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Airport to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;
3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the DBE Program.

Andrea Kvech has been delegated as the DBE Liaison Officer ("DBELO"). In that capacity, Ms. Kvech is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the Airport in its financial assistance agreements with the Department of Transportation.

This statement has been distributed to DBE and non-DBE business communities that perform work for us on DOT assisted contracts. As advertised in the local newspaper and in a local minority-focused publication, copies of this statement are available from the City Purchasing Department, the Pensacola International Airport, and are distributed to all participants at every pre-bid meeting on DOT assisted projects.

Daniel E. Flynn, Airport Director

Date

August 2017
SUBPART A – GENERAL REQUIREMENTS

Section 26.1 Objectives

The objectives in this program are found in the Policy Statement on the first page of this document.

Section 26.3 Applicability

The Airport is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

Section 26.5 Definitions

The Airport will use terms in this program that have the meanings defined in 49 CFR 26.5.

Section 26.7 Non-discrimination Requirements

The Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, the Airport will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

Section 26.10 Compliance and Enforcement

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

The Airport will comply with this part or be subject to formal enforcement action under §26.105 or appropriate program sanctions, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include actions consistent with 49 U.S.C. §§ 47106(d), 47111(d), and 47122.

The Airport’s compliance with all requirements of this part is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

Compliance reviews: The FAA may review the Airport’s compliance with this part at any time, including but not limited to, reviews of paperwork, on-site reviews, and review of the Airport’s monitoring and enforcement mechanism, as appropriate. The FAA Office of Civil Rights may initiate a compliance review based on complaints received.

Any person who knows of a violation of this part by the Airport may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.
The following enforcement actions apply to firms participating in the Airport’s DBE program:

(a) For a firm that does not meet the eligibility criteria of subpart C of this part and that attempts to participate as a DBE 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 DBE 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 DBE has been certified. However, such certification does not preclude DOT from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE 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 DBE 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 DBE in the Airport’s DBE program or otherwise violates applicable Federal statutes.

Section 26.11 Record Keeping Requirements

Reporting to DOT: 26.11(b)

The Airport will report DBE participation to DOT/FAA as follows:

We will transmit annually on or before December 1 to the FAA, the “Uniform Report of DBE Awards or Commitments and Payments” Form, as modified for use by FAA recipients. The Airport will also report the DBE Contractor firms information either on the FAA DBE Contractor’s Form or other similar format.

Bidders List: 26.11(c)

The Airport will create and maintain a Bidders List. The purpose of the list is to provide as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our DOT assisted contracts for use in helping to set our overall goals. The Bidders List will include the name, address, DBE and non-DBE status, age of firm, and annual gross receipts of firms, as collected from the Bidders List Form in Attachment 3.
Section 26.13 Federal Financial Assistance Agreement

The Airport has signed the following assurances, applicable to all DOT assisted contracts and their administration:

Assurance: 26.13(a) - Each financial assistance agreement you sign with a DOT operating administration (or a primary recipient) must include the following assurance:

The Airport shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The Airport shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT assisted contracts. The Airport’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Airport of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Contract Assurance: 26.13(b)

The Airport will ensure that the following clause is placed in every DOT assisted contract or subcontract:

The contractor, sub-recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Airport deems appropriate.

SUBPART B - ADMINISTRATIVE REQUIREMENTS

Section 26.21 DBE Program Updates

Since the Airport has received a grant of $250,000 or more for airport planning or development, we will continue to carry out this program until all funds from DOT financial assistance have been expended. We will provide to DOT updates representing significant changes in the program.

Section 26.23 Policy Statement

The Policy Statement is elaborated on the first page of this program.
Section 26.25 DBE Liaison Officer (DBELO)

We have designated the following individual as our DBE Liaison Officer:

Ms. Andrea Kvech  
Pensacola International Airport  
2430 Airport Blvd., Suite 225  
Pensacola, Florida 32504  
(850) 436-5000  
Email: akvech@cityofpensacola.com

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the Airport complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the Airport Director concerning DBE program matters. An organization chart displaying the DBELO’s position in the organization is found in Attachment 2 to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a staff of three (3) to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.  
2. Reviews third party contracts and purchase requisitions for compliance with this program.  
3. Works with all departments to set overall annual goals.  
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.  
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals).  
6. Analyzes Airport’s progress toward attainment and identifies ways to improve progress.  
7. Participates in pre-bid meetings.  
8. Advises the Airport Director on DBE matters and achievement.

The DBELO supervises staff and professional resources to assist in the administration of the program. Their duties and responsibilities include the following:

1. Determining contractor compliance with good faith efforts.  
2. Acts as Liaison to the Uniform Certification Process in Florida.  
3. Provides outreach to DBEs and community organizations to advise them of opportunities.

Section 26.27 DBE Financial Institutions

It is the policy of the Airport to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT assisted contracts to make use of these institutions.
The Airport has found no such institutions, but will make efforts to identify institutions that will work with the DBE community.

Section 26.29 Prompt Payment Mechanisms

The Airport will include the following clause in each DOT assisted prime contract:

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Airport. The prime contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport. This clause applies to both DBE and non-DBE subcontracts.

Section 26.31 Directory

The Airport uses the State of Florida DBE directory, maintained by the State. The directory lists the firm’s name, address, phone number, date of the most recent certification, and the type of work the firm has been certified to perform as a DBE. In addition, the directory lists each type of work for which a firm is eligible to be certified by using the most specific NAICS code available to describe each type of work.


Section 26.33 Over-concentration

Airport has not identified that over-concentration exists in the types of work that DBEs perform.

Section 26.35 Business Development Programs

The Airport has not established a business development program.

Section 26.37 Monitoring and Enforcement Mechanisms

The Airport will take the following monitoring and enforcement mechanisms to ensure compliance with 49 CFR Part 26.

1. We will bring to the attention of the Department of Transportation 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. We will implement similar action under our own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to us in the events of non-compliance with the DBE regulation by a participant in our procurement activities.

3. We will implement a monitoring and enforcement mechanism to ensure that work committed to DBEs at contract award or subsequently (i.e., as the result of modification to the contract) is actually performed by the DBEs.
4. In our reports of DBE participation to DOT, we will show commitments and attainments, as required by the DOT reporting form.

5. Monitor progress of DBE’s work through scheduled and unscheduled on-site visits and communication with DBE’s.

6. Contract monitoring files will contain written certification that staff has reviewed records of all contracts or other construction-related agreements and monitored the work on-site at the Airport for the purpose of compliance with the DBE contract requirements and the Airport’s DBE Program.

Section 26.39 Small Business Participation

The City of Pensacola City approved ordinance 61-89 to adopt a Small Business Enterprise program to structure contracting requirements to facilitate and encourage competition by small businesses, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The City defines a Small Business as an independently owned and operated business who employs 50 or less full time employees, possess a net worth less than 1 million dollars, and business located in Escambia or Santa Rosa County.

The City of Pensacola approved ordinance 04-15 to adopt a Minority/Women Business Enterprise (MWBE) program to structure contracting requirements to facilitate and encourage competition by minority- and women-owned businesses, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude minority and women business participation in procurements as prime contractors or subcontractors.

The City defines a Minority/Women Business Enterprise (MWBE) as an independently owned and operated business where the majority owner(s) must be a minority or woman who manage and control the business. In the case of a publicly owned business, at least 51% of all classes of issued stock, shall be owned by one or more of such persons. The ownership and control shall be real, substantial and continuing, and shall extend beyond the initial certification process of the firm as may be reflected in ownership documents. The business must be currently located with Escambia, Santa Rosa, Okaloosa, or Walton Counties in Florida, or Mobile, Alabama.

The City of Pensacola approved 09-15 to adopt a Veteran Business Enterprise (VBE) program to structure contracting requirements to facilitate and encourage competition by veteran owned businesses. The VBE program is a preference. A business which wishes to obtain a veterans business enterprise preference on a procurement must be certified by the state Department of Management as a certified business no later than the date of submittal of its bid, proposal, quote or qualification statement. In addition, a principle place of business must be located in Escambia or Santa Rosa County.

These three programs are not utilized when prohibited by the Florida Department of Transportation (FDOT) or other governmental agencies.
SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 26.43 Set-asides or Quotas

The Airport does not use quotas in any way in the administration of this DBE program.

Section 26.45 Overall Goals

In accordance with Section 26.45, the Airport will submit its triennial overall DBE goal to FAA by August 1 as required by the established schedule below.

<table>
<thead>
<tr>
<th>Airport Type</th>
<th>Region</th>
<th>Date Due (Goal Period)</th>
<th>Next Goal Due (Goal Period)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-Primary (GAS, Relievers and State DOTs)</td>
<td>Central, Southwest, and Western-Pacific</td>
<td>August 1, 2018 (2019/2020/2021)</td>
<td>August 1, 2021 (2022/2023/2024)</td>
</tr>
</tbody>
</table>

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. The first step is to determine the relative availability of DBEs in the market area, “base figure”. The second step is to adjust the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination based on past participation, a disparity study and/or information about barriers to entry to past competitiveness of DBEs on projects.

Before establishing the overall goal each year, Pensacola International Airport will consult with the Greater Pensacola Chamber of Commerce and the City of Pensacola Purchasing Department to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE’s, and the City of Pensacola / Pensacola International Airport efforts to establish a level playing field for the participation of DBE’s. This information will be compared with data on file with the University of West Florida Small Business Development Center in an effort to identify changes to existing DBE availability.

Following this consultation, the Airport will publish a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Airport’s Administrative Offices for 30 days following the date of the notice, and informing the public that the Airport and DOT/FAA will accept comments on the goals for 45 days from the date of the notice. Notice will be issued in general circulation media and available minority- focus media, trade publications, and websites. The notice will include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed.
Our Overall Three-Year DBE Goal submission to DOT/FAA will include a summary of information and comments received, if any, during this public participation process and our responses.

We will begin using our overall goal on October 1 of each year, unless the Airport has received other instructions from DOT/FAA (or, if the goal is established on a project basis) by the time of the first solicitation for a DOT assisted contract for the project.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

Section 26.47 Goal Setting and Accountability

The Airport will maintain an approved DBE Program and overall DBE goal. The Airport will administer the program in good faith.

If the awards and commitments shown on the Airport’s Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, we will:

1. Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems identified in the analysis; and
3. Submit the plan to FAA within 90 days of the end of the affected fiscal year.

Section 26.51 Meeting Overalls Goals

The Airport will utilize 100% race-neutral means based on the City of Pensacola’s current sealed bid purchasing policy/requirements. The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

The Airport will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses by means such as those provided under § 26.39.

The Airport will establish contract goals only on those DOT assisted contracts that have subcontracting possibilities. We need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Airport will express our contract goals as a percentage of the total amount of a DOT assisted contract.
Section 26.53 Good Faith Efforts Procedures

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

The obligation of the bidder/offeror is to make good faith efforts. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26.

The Airport will ensure that all information is complete and accurate and adequately documents the bidder/offeror’s good faith efforts before we commit to the performance of the contract by the bidder/offeror.

Information to be submitted (26.53(b))

Airport treats bidder/offers’ compliance with good faith efforts’ requirements as a matter of responsiveness – all bidders submit DBE information at the time of bid.

Responsiveness - Each solicitation for which a contract goal has been established will require all bidders/offerors to submit the following information at the time of bid:

1. The names and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm participating;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractors commitment and
6. If the contract goal is not met, evidence of good faith efforts.

Administrative Reconsideration (26.53(d))

Within 7 business days of being informed by Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offers should make this request in writing to the following reconsideration official: City of Pensacola, Attn: Purchasing Manager, 222 West Main Street, Pensacola, FL 32502. The Reconsideration Official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror 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 bidder/offeror will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. We will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.
Good Faith Efforts when a DBE is replaced on a contract (26.53(f))

The Airport will require a Contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the extent needed to meet the contract goal. We will require the prime contractor to notify the DBE Liaison Officer immediately of the DBE’s inability or unwillingness to perform and provide reasonable documentation.

In this situation, the Airport will require the prime contractor to obtain the Airport’s prior written approval of the substitute DBE and to provide copies of new or amended subcontracts, or documentation of good faith efforts. The prime contractor must include the specific reasons for the termination and/or failure to complete its agreement as set forth above.

The Airport will provide such written consent only if we agree, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, non-discriminatory bond requirements.
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215 and 1,200 or applicable state law;
6. We have determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to us written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE Contractor is unable to complete its work on the contract;
10. Other documented good cause that we have determined compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE Contractor was engaged or so that the prime contractor can substitute another DBE or non-DBE Contractor after contract award.

Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor’s notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why we should not approve the prime contractor’s action. If
required in a particular case as a matter of public necessity (e.g., safety), we may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If the Contractor fails or refuses to comply in the time specified, the Airport will issue an order stopping all or part of payment/work until satisfactory action has been taken. If the contractor still fails to comply, the Airport may issue a termination for default proceeding.

Sample Bid Specification:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Airport to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of __ percent [as determined in the goal calculation Attachment ___] has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offeror’s commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Section 26.55 Counting DBE Participation

The Airport will count DBE participation toward overall and contract goals as provided in 49 CFR 26.55. We will not count the participation of a DBE subcontract toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

SUBPART D – CERTIFICATION STANDARDS

Section 26.61 – 26.73 Certification Process

The Airport is a member of the Florida Unified Certification Program (FUCP) administered by the Florida Department of Transportation (FDOT). The Florida Unified Certification Program Disadvantaged Business Enterprise (UCP DBE) maintains a searchable listing of all certified Disadvantaged Business Enterprise (DBE) and Airport Concession Disadvantaged Business Enterprise (DBE) firms eligible to perform work under the federal DBE Program. Florida UCP Certifying Members are responsible for ensuring that DBE information is accurate.
All certification procedures will be handled through the FDOT pursuant to the agreement establishing a Unified Certification Program for Disadvantaged Business Enterprises in the State of Florida between the Airport and the Florida Department of Transportation.

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

FDOT Equal Opportunity Office (850) 414-4747
DBECert.Help@dot.state.fl.us

In instances when the eligibility of a prime contractor is removed after the prime contractor has entered into a procurement agreement because the firm exceeded the size standard or the owner has exceeded the personal net worth standard, and the firm in all other respects remains an eligible DBE, the Airport may continue to count the prime contractor's participation toward DBE goals during the remainder of the current procurement agreement. The Airport will not count the prime contractor's participation toward DBE goals beyond the termination date for the procurement agreement in effect at the time of the decertification.

**SUBPART E – CERTIFICATION PROCEDURES**

**Section 26.81 Unified Certification Programs**

The Airport is the member of a Unified Certification Program (UCP) administered by State of Florida. The UCP will meet all of the requirements of this section.

**SUBPART F – COMPLIANCE AND ENFORCEMENT**

**Section 26.109 Information, Confidentiality, Cooperation**

The Airport will safeguard from disclosure to third parties information that may reasonably be regarded as confidential business information, consistent with Federal, state, and local law.

Notwithstanding any provision of Federal or state law, the Airport will not release any information that may reasonably be construed as confidential business information to any third party without the written consent of the firm that submitted the information. This includes applications for DBE certification and supporting information. However, we must transmit this information to DOT in any certification appeal proceeding under § 26.89 of this part or to any other state to which the individual's firm has applied for certification under § 26.85 of this part.

**Monitoring Payments to DBEs**

The Airport will require prime contractors to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Airport or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Airport will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.
ATTACHMENTS

Attachment 1  Regulations: 49 CFR Part 26; Link to Website
Attachment 2  Organizational Chart
Attachment 3  Bidders List Collection Form
Attachment 4  DBE Directory Link
Attachment 5  Overall Goal Calculations
Attachment 6  Demonstration of Good Faith Efforts or Good Faith Effort Plan - Forms 1 & 2
Attachment 7  DBE Monitoring and Enforcement Mechanisms
ATTACHMENT 1

Regulations: 49 CFR Part 26; Link to Website

http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title49/49cfr26_main_02.tpl
ATTACHMENT 2

Organizational Chart

DBE Liaison Officer – Chart reflects the reporting function line of the DBELO and does not denote a separate position.

TOTAL POSITIONS: 56

* Six positions are funded by Airport Department, however, chain of command and supervision retained by Police Department.
** Five positions are funded by Airport Department, however, chain of command and supervision retained by Police Department.
ATTACHMENT 3

BIDDERS LIST FORM

The Pensacola International Airport (PNS) is required per 49 CFR 26. 11 (c) to create and maintain a comprehensive Bidders List. The Bidders List Form will be used to determine the relative availability of Disadvantaged Business Enterprise (DBE) and non-DBEs, and will assist with establishing the agency's annual DBE goal. Each Bidders List is a compilation of bidders, proposers, querers, subcontractors, manufacturers, and suppliers of materials and services who have submitted bids during the advertising period of a specific project. Please provide the following mandatory data:

Part A: Business Data

Business Name: ________________________________

Business Address:

-----------------------------------------------

Street          City          State          Zip

County Business is located in: ________________________________

Name of Contact Person: ______________________________________

Phone: (______) _______  6. Fax: (______) _______

Email Address: _____________________________________________

Is this business certified as a Disadvantaged Business Enterprise?  Yes  No

Business Annual Gross Receipts:

Less than $500,000  $500,000 to $1,000,000  $1,000,000 to $2,000,000  $2,000,000 to $5,000,000

Over $5,000,000

Age of Business: ____ Years _____ Months

Part B: Project and Work Description

RFP # ____________________________________________

Project Name: _______________________________________

Provide brief description of scope of work, services, and/or materials to be performed/furnished:

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

Will you subcontract any of your work?  Yes*  No

(* If "Yes," the subcontractor(s) must complete an individual Bidders List Form also.)
Part C: Signature

The undersigned declares that the information set forth on this page is current, complete and accurate.

Authorized Signature: ___________________________ Date: ___________________________

Printed Name: ___________________________ Title: ___________________________
ATTACHMENT 4

Florida DOT DBE Directory

http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/
ATTACHMENT 5

Section 26.45: Overall DBE Three-Year Goal Methodology

FY 2018 – FY 2020

AMOUNT OF GOAL

The Pensacola International Airport, a Department of the City of Pensacola, expects to spend approximately $27,373,329 in contracts from FY 2018 – 2020. Of these contracts, the Airport has set a goal of expending approximately $3,249,897.70 with DBE’s during this period for an overall goal of 11.9%.

NORMAL MARKET AREA

The Normal Market Area for eligible firms interested in doing business with the Airport would be Northern Florida and Southern Alabama.

Northern Florida would consist of the following counties: Escambia, Santa Rosa, Okaloosa, and Walton

Southern Alabama would consist of the following counties: Baldwin, Mobile, and Escambia

RELEVANT NAICS CODES

Based on information provided by Airport Staff concerning the proposed projects for the goal period, a list of NAICS codes corresponding to these projects is shown below:

Table 1: Pensacola International Airport
FY 2018 – FY 2020 Projects & Activities

<table>
<thead>
<tr>
<th>FY 2018 Projects</th>
<th>FY 2019 Projects</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT</td>
<td>ACTIVITY</td>
</tr>
<tr>
<td>Air Commerce Park 1A - Taxiway Phase III</td>
<td>Asphalt/Concrete Paving</td>
</tr>
<tr>
<td>Air Commerce Park 1A - Taxiway Phase IV</td>
<td>Clearing &amp; Grubbing</td>
</tr>
<tr>
<td></td>
<td>Construction Management</td>
</tr>
<tr>
<td></td>
<td>Excavation &amp; Grading</td>
</tr>
<tr>
<td></td>
<td>Line Painting</td>
</tr>
<tr>
<td></td>
<td>Site Testing</td>
</tr>
<tr>
<td></td>
<td>Survey/Mapping Services</td>
</tr>
<tr>
<td></td>
<td>Temporary Erosion Control</td>
</tr>
</tbody>
</table>
Airfield Pavement & Lighting (LED) Rehabilitation - Design
Engineering Services 541370
Excavation & Grading 541380
Line Painting 541620
Miscellaneous Asphalt Pavement 561730
Site Testing
Survey/Mapping Services
Temporary Erosion Control

### FY 2020 Projects

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>ACTIVITY</th>
<th>NAICS CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>ILS/GPS Approach Runway 17/35 Extension</td>
<td>Asphalt/Concrete Paving</td>
<td>237310</td>
</tr>
<tr>
<td>Construct Hangar Improvements</td>
<td>Clearing &amp; Grubbing</td>
<td>238210</td>
</tr>
<tr>
<td>Airfield Pavement &amp; Lighting (LED) Rehabilitation - Construction</td>
<td>Construction Management</td>
<td>238910</td>
</tr>
<tr>
<td></td>
<td>Electrical Engineer Services</td>
<td>541370</td>
</tr>
<tr>
<td></td>
<td>Engineering Services</td>
<td>541380</td>
</tr>
<tr>
<td></td>
<td>Excavation &amp; Grading</td>
<td>561730</td>
</tr>
<tr>
<td></td>
<td>Line Painting</td>
<td>641620</td>
</tr>
<tr>
<td></td>
<td>Miscellaneous Asphalt Pavement</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Site Testing</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Survey/Mapping Services</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Temporary Erosion Control</td>
<td></td>
</tr>
</tbody>
</table>

### AVAILABILITY OF DBE's IN MARKET AREA

Table 2A: Pensacola International Airport
Relevant NAICS Codes for FY 2018

<table>
<thead>
<tr>
<th>NAICS Codes</th>
<th>DBE Firms</th>
<th>All Firms</th>
<th>% of DBE Firms Available</th>
<th>% of Estimated Work</th>
<th>Weighted Total Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>237310</td>
<td>19</td>
<td>40</td>
<td>47.5%</td>
<td>60.0%</td>
<td>28.5%</td>
</tr>
<tr>
<td>238910</td>
<td>16</td>
<td>122</td>
<td>13.1%</td>
<td>27.0%</td>
<td>3.5%</td>
</tr>
<tr>
<td>541370</td>
<td>1</td>
<td>37</td>
<td>2.7%</td>
<td>3.0%</td>
<td>0.1%</td>
</tr>
<tr>
<td>541380</td>
<td>0</td>
<td>32</td>
<td>0.0%</td>
<td>5.0%</td>
<td>0.0%</td>
</tr>
<tr>
<td>561730</td>
<td>10</td>
<td>401</td>
<td>2.5%</td>
<td>5.0%</td>
<td>0.1%</td>
</tr>
</tbody>
</table>

**WEIGHTED STEP 1 DBE BASE FIGURE**

32.2%

Sources:
Alabama Department of Transportation Human Resources Bureau
Florida Department of Transportation DBE Directory
U.S. Census Bureau, 2014 Economic Census
### Table 2B: Pensacola International Airport
#### Relevant NAICS Codes for FY 2019

<table>
<thead>
<tr>
<th>NAICS Codes</th>
<th>DBE Firms</th>
<th>All Firms</th>
<th>% of DBE Firms Available</th>
<th>Percentage of Estimated Work</th>
<th>Weighted Total Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>236210</td>
<td>2</td>
<td>26</td>
<td>8%</td>
<td>20%</td>
<td>1.5%</td>
</tr>
<tr>
<td>237310</td>
<td>19</td>
<td>40</td>
<td>48%</td>
<td>9.9%</td>
<td>4.7%</td>
</tr>
<tr>
<td>238210</td>
<td>6</td>
<td>289</td>
<td>2%</td>
<td>15.1%</td>
<td>0.3%</td>
</tr>
<tr>
<td>238910</td>
<td>16</td>
<td>122</td>
<td>13%</td>
<td>7.6%</td>
<td>1.0%</td>
</tr>
<tr>
<td>541330</td>
<td>6</td>
<td>331</td>
<td>2%</td>
<td>37.2%</td>
<td>0.7%</td>
</tr>
<tr>
<td>541370</td>
<td>1</td>
<td>37</td>
<td>3%</td>
<td>5.2%</td>
<td>0.1%</td>
</tr>
<tr>
<td>541380</td>
<td>0</td>
<td>32</td>
<td>0%</td>
<td>2.5%</td>
<td>0.0%</td>
</tr>
<tr>
<td>561730</td>
<td>10</td>
<td>401</td>
<td>2%</td>
<td>2.5%</td>
<td>0.1%</td>
</tr>
</tbody>
</table>

**WEIGHTED STEP 1 DBE BASE FIGURE**: 8.4%

**Sources:**
- Alabama Department of Transportation Human Resources Bureau
- Florida Department of Transportation DBE Directory
- U.S. Census Bureau, 2014 Economic Census

### Table 2C: Pensacola International Airport
#### Relevant NAICS Codes for FY 2020

<table>
<thead>
<tr>
<th>NAICS Codes</th>
<th>DBE Firms</th>
<th>All Firms</th>
<th>% of DBE Firms Available</th>
<th>Percentage of Estimated Work</th>
<th>Weighted Total Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>237310</td>
<td>19</td>
<td>40</td>
<td>47.5%</td>
<td>29.3%</td>
<td>13.9%</td>
</tr>
<tr>
<td>238210</td>
<td>6</td>
<td>289</td>
<td>2.1%</td>
<td>34.3%</td>
<td>0.7%</td>
</tr>
<tr>
<td>238910</td>
<td>16</td>
<td>122</td>
<td>13.1%</td>
<td>0.7%</td>
<td>0.1%</td>
</tr>
<tr>
<td>541370</td>
<td>1</td>
<td>37</td>
<td>2.7%</td>
<td>34.3%</td>
<td>0.9%</td>
</tr>
<tr>
<td>541380</td>
<td>0</td>
<td>32</td>
<td>0.0%</td>
<td>0.7%</td>
<td>0.0%</td>
</tr>
<tr>
<td>561730</td>
<td>10</td>
<td>401</td>
<td>2.5%</td>
<td>0.7%</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**WEIGHTED STEP 1 DBE BASE FIGURE**: 15.7%

**Sources:**
- Alabama Department of Transportation Human Resources Bureau
- Florida Department of Transportation DBE Directory
- U.S. Census Bureau, 2014 Economic Census
ADJUSTMENTS TO DBE BASE

After the DBE Base Figure has been developed, Regulation 49 CFR Part 26 requires that:

"...additional evidence in the sponsor’s jurisdiction be considered to determine what adjustment, if any, is needed to the base figure in order to arrive at your overall goal" [26.45(d)].

1. PAST PARTICIPATION

Table 3: Pensacola International Airport DBE Accomplishment

<table>
<thead>
<tr>
<th>Report Period</th>
<th>Overall DBE Goal</th>
<th>Total DBE Percent Achievement</th>
<th>Achieved Over/Under</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2011</td>
<td>5.9%</td>
<td>4.0%</td>
<td>-1.9%</td>
</tr>
<tr>
<td>FY2012</td>
<td>5.7%</td>
<td>0.0%</td>
<td>-5.7%</td>
</tr>
<tr>
<td>FY2013</td>
<td>5.7%</td>
<td>0.0%</td>
<td>-5.7%</td>
</tr>
<tr>
<td>FY2014</td>
<td>5.7%</td>
<td>0.0%</td>
<td>-5.7%</td>
</tr>
<tr>
<td>FY2015</td>
<td>6.7%</td>
<td>0.0%</td>
<td>-6.7%</td>
</tr>
<tr>
<td>FY2016</td>
<td>6.7%</td>
<td>29.6%</td>
<td>22.9%</td>
</tr>
<tr>
<td>MEDIAN</td>
<td>5.8%</td>
<td>0.0%</td>
<td>-5.7%</td>
</tr>
</tbody>
</table>

2. DISPARITY STUDY

The City of Pensacola Purchasing Department maintains the City’s SBE Directory. The City contracted MGT of America, Inc. to complete a Disparity Study. This study was completed in May 2012 and showed a disparity in minority contracting. The City of Pensacola implemented the Minority and Women Business Enterprise program to address recommendations from the study. The City of Pensacola M/WBE Directory can be accessed online at www.cityofpensacola.com/mwbe. The Airport will adjust its DBE program to be consistent with such recommendations as approved by the Mayor and City Council.

3. CONSULTATION

After consulting with the Greater Pensacola Chamber of Commerce, the City of Pensacola Purchasing Department, and the University of West Florida Small Business Development Center, the Airport has not been made aware of any such action that would cause adjustment to the overall DBE goals.
Table 4: Pensacola International Airport
Three Year Overall DBE Goal

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Step 1 DBE Base</th>
<th>Step 2 DBE Base Adjustment</th>
<th>Overall Goal</th>
<th>Federal Funds</th>
<th>DBE Goal ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2018</td>
<td>32.2%</td>
<td>-5.7%</td>
<td>13.3%</td>
<td>$3,915,549.00</td>
<td>$126,080.68</td>
</tr>
<tr>
<td>FY2019</td>
<td>8.4%</td>
<td>-5.7%</td>
<td>1.4%</td>
<td>$7,658,280.00</td>
<td>$643,295.52</td>
</tr>
<tr>
<td>FY2020</td>
<td>15.7%</td>
<td>-5.7%</td>
<td>5.0%</td>
<td>$15,799,500.00</td>
<td>$2,480,621.50</td>
</tr>
<tr>
<td>Total 3 Year Goal</td>
<td>11.9%</td>
<td></td>
<td>$27,373,329.00</td>
<td>$3,249,897.70</td>
<td></td>
</tr>
</tbody>
</table>

RACE NEUTRAL AND RACE CONSCIOUS BREAKOUTS

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

1. Arrange solicitations; times for presentation of bids, quantities, specifications, and delivery schedules that facilitate DBE and other small businesses participation;
2. Provide technical assistance and other services through pre-bid and pre-construction meetings;
3. Carry out information and communications programs on contracting procedures and specific contract opportunities; and
4. Ensure distribution of our DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors.

The Airport estimates that, in meeting the overall goal of 11.9%, we will obtain 100% from race-neutral participation and 0% through race-conscious measures.

The Airport will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual DBE participation [see 26.51(f)] and we will track and report race-neutral and race-conscious participation separately. For reporting purposes, race-neutral DBE participation includes, but is not necessarily limited to, the following: DBE participation through a prime contract a DBE obtains through customary competitive procurement procedures; DBE participation through a subcontract on a prime contract that does not carry a DBE goal; DBE participation on a prime contract exceeding a contract goal; and DBE participation through a subcontract from a prime contractor that did not consider a firm's DBE status in making the award.

GOOD FAITH EFFORTS

The procedures and policies used by the Airport, as listed in the City's Purchasing Manual, provide for the fair and equitable treatment of all persons involved in public purchasing. The City's goal is to receive maximum value for the public dollar and to purchase in the best interest of the City. Formal bid procedures are utilized for purchases over $25,000; bids must be sealed.

Bids shall be awarded to the lowest responsible bidder, taking into consideration skill, business judgment, experience, facilities to carry out the contract and previous conduct under other contracts, the quality of previous work and pecuniary ability.

The Pensacola International Airport further fosters DBE participation by:
1. Soliciting through all reasonable and available means the interest of all certified DBE's who have the capability to perform the work on the contract.
2. Allowing sufficient time to allow for response.
3. Providing adequate information about the plans, specifications, and requirements of the contract.
4. Not rejecting DBE’s as being unqualified without sound reasons based on a thorough investigation of their capabilities.

Additionally, when applicable for prime contracts, the following contract provisions are included:
1. Statement of Agreement to comply with all Federal Requirements for Airport Projects, which includes 49 CFR Part 26.
2. Goals for work to be performed during the construction phase by DBE or SBE firms expressed as a percentage of appropriate construction costs for the Project.
3. Requirement of submission of Letters of Intent to Perform as a Subcontractor or Supplier.

Furthermore, the prime contract must show that it took all necessary and reasonable steps to achieve the DBE goal, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

**CONTRACT GOALS**

The Pensacola International Airport will use contract goals to meet any portion of the overall goal that the Airport does not project being able to meet using race-neutral means. Contract goals are established so that, over the period to which the overall goal applies, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

The Airport will establish contract goals only on those DOT assisted contracts that have subcontracting possibilities. The Airport need not establish a contract goal on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

The Airport will express our contract goals as a percentage of the Federal share of a DOT assisted contract.

**PROCESS**

Pensacola International Airport will normally submit its overall goal to the FAA on August 1 of each year that it is required.

Before establishing the overall goal each year, Pensacola International Airport will consult with the Greater Pensacola Chamber of Commerce and the City of Pensacola Purchasing Department to obtain information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBE’s, and the City of Pensacola / Pensacola International Airport efforts to establish a level playing field for the participation of DBE’s. This information will be compared with data on file with the University of West Florida Small Business Development Center in an effort to identify changes to existing DBE availability.

Following this consultation, we will publish a notice of the proposed overall aspirational goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at the Pensacola International Airport for 30 days following the date of the notice, and informing the public that the Airport will accept comments on the goals for 45 days from the date of the notice. Notice shall take the form of a Legal Notice published in the Pensacola New Journal, a local newspaper, and the Pensacola Voice, a minority-focused publication. The notice shall include addresses to which comments may be sent and addresses (including offices and websites) where the proposal may be reviewed. Our overall goal submission to the FAA will include a summary of information and comments received during this public participation process and our responses. Should any comments be received, those comments and our responses to the comments will be submitted at the end of the review and comment period.
We will begin using our overall goal on October 1 of each year, unless the Airport has received other instructions from DOT/FAA (or, if the goal is established on a project basis) by the time of the first solicitation for a DOT assisted contract for the project.
ATTACHMENT 6

Demonstration of Good Faith Efforts - Forms 1 & 2

[Forms 1 and 2 should be provided as part of the solicitation documents.]

FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) 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 ____ % DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of ____ % DBE utilization on this contract and should submit 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 DBE firm: ________________________________

Address: ________________________________

City: ___________________ State: _____ Zip: ______

Telephone: ___________________

Description of work to be performed by DBE firm:

---------------------------------------------------------------------

---------------------------------------------------------------------

---------------------------------------------------------------------

---------------------------------------------------------------------

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

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above and that the firm is DBE certified to perform the specific trades.

By ________________________________ Date: ________________________________

(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 DBE subcontractor.]
ATTACHMENT 7

DBE Monitoring and Enforcement Mechanisms

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

1. Breach of contract action, pursuant to the terms of the contract;
2. Similar actions pursuant to Florida revised Statutes;
3. Responsiveness/Responsibility determinations in future bids/contracts;
4. Violation of the Procurement Regulations of the City of Pensacola; and
5. Violation of the Rules and Regulations of the Pensacola International Airport.

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

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26;
2. Enforcement action pursuant to 49 CFR Part 31; and
3. Prosecution pursuant to 18 USC 1001.

The Airport will implement various mechanisms to monitor program participants to ensure they comply with Part 26, including but not limited to, the following:

Pre-Bid/Proposal Conference
The ACDBELO, or designee, shall attend a pre-bid/proposal conference to make a presentation explaining the following:
1. The goal for the specification solicitation.
2. The requirements related to achieving the goal.
3. The criteria for evaluating a bidder/proposer’s Good Faith Efforts.
4. DBE Certification requirements.
5. The requirement for Letters of Intent with Subcontractors.
6. Qualifications for counting DBE participation towards the DBE goal.

Concession Agreements and Management Contracts
The Airport will insert the following provisions into agreements/contracts:
1. This agreement/contract is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 26. The 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 agreements covered by 49 CFR Part 26.
2. The contractor agrees to include the above statement in any subsequent agreement or contract covered by 49 CFR Part 26, that enters and case those businesses to similarly include the statements in further agreements.

Good Cause to Terminate an ACDBE Firm
49 CFR 26.53 of the Federal Regulations has provided that good cause for “terminating” an ACDBE firm includes the following reasons:
1. The listed DBE subcontractor fails or refuses to execute a written contract.
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards.
3. The listed DBE contractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
4. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR Parts 180, 215, and 1200 or applicable state law.
5. You have determined that the listed DBE subcontractor is not a responsible contractor.
6. Other documented good cause that you determine compels the termination of the DBE subcontractor.

Violations to the ACDBE Program
Below are the sanctions/remedies the Airport will enforce in the event of noncompliance with the DBE regulation by a participant in the procurement activates:

1. A bidder, proposer, contractor, or applicant for certification is subject to being barred, suspended, or deemed non-responsive in future Airport solicitations and contracts for a period up to five year.
2. Any violation must be referred to the City’s Purchasing Department for evaluation of proper sanctions.
3. A DBE that repeatedly and knowingly refuses to honor bid or proposal prices is subject to being decertified by the Airport Director, after notice.
4. Nothing in this section shall be deemed to prevent the City’s Attorney from seeking criminal sanctions.
5. For federally funded contracts administered pursuant to federal regulation, sanctions may be imposed as provided therein.

In order to dispute a finding a violation, the bidder/contractor must submit a written request for review to the DBE Liaison Officer within 7 days of receipt of written notice of the violation. The review is an informal meeting and outcome shall be communicated to the bidder/contractor in writing within 10 calendar days.