

PENSACOLA INTERNATIONAL AIRPORT
Airport Concession Disadvantage Business Enterprise Program (ACDBE)
49 CFR Part 23

Policy Statement (23.1, 23.23)

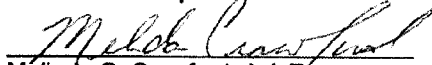
Pensacola International Airport, a department of the City of Pensacola (Airport) has established an Airport Concession Disadvantaged Business Enterprise (ACDBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 23. The Airport is a primary airport and has received federal funds authorized for airport development after January 1988 (authorized under Title 49 of the United States Code). The Airport has signed airport grant assurances that it will comply with 49 CFR Part 23.

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

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

The Airport Accountant has been designated as the ACDBE Liaison Officer (ACDBELO). In that capacity, the Airport Accountant is responsible for implementing all aspects of the ACDBE program. Implementation of the ACDBE program is accorded the same priority as compliance with all other legal obligations incurred by the Airport in its financial assistance agreements with the Department of Transportation. The Airport Accountant may be reached at the Airport's main phone number (850) 436-5000.

This statement has been distributed to ACDBE and non-ACDBE concessionaire 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 Pensacola International Airport.



Melinda C. Crawford, A.A.E.
Airport Director

8/13/12
Date

SUBPART A – GENERAL REQUIREMENTS

Section 23.1 Objectives

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

Section 23.3 Definitions

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

Section 23.5 Applicability

The Airport is a 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 Airport will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any concession agreement, management contract or subcontract, purchase or lease agreement or other agreement covered by 49 CFR Part 23 on the basis of race, color, religion, sex, or national origin.

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

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

The Airport will include the following assurances in all concession agreements and management contracts it executes with any firm after April 21, 2005:

- (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, religion, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
- (2) The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

Section 23.11 Compliance and Enforcement

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

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 Federal Aviation Administration (FAA) may review the airport sponsor's compliance with this part at any time, including but not limited to, reviews of paperwork, on-site reviews, and review of the airport sponsor's monitoring and enforcement mechanism, as appropriate. The FAA Office of Civil Rights may initiate a compliance review based on complaints received.

Any person who knows of a violation of this part by the Airport may file a complaint under 14 CFR Part 16 with the Federal Aviation Administration Office of Chief Counsel.

The following enforcement actions apply to firms participating in the Airport's ACDBE program:

- (a) For a firm that does not meet the eligibility criteria of subpart C of this part and that attempts to participate as an ACDBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department of Transportation (DOT) or the Federal Aviation Administration (FAA) may initiate suspension or debarment proceedings against the firm under 49 CFR Part 29.
- (b) For a firm that, in order to meet ACDBE goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart C of this part, DOT or FAA may initiate suspension or debarment proceedings against the firm under 49 CFR Part 29.
- (c) In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the FAA may consider the fact that a purported ACDBE has been certified. However, such certification does not preclude DOT from determining that the purported ACDBE, or another firm that has used or attempted to use it to meet ACDBE goals, should be suspended or debarred.
- (d) DOT may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the ACDBE program whose conduct is subject to such action under 49 CFR Part 31.
- (e) DOT may refer to the Department of Justice, for prosecution under 18 U.S.C. §§ 1001 or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of an ACDBE in the Airport's ACDBE program or otherwise violates applicable Federal statutes.

SUBPART B – ACDBE Programs

Section 23.21 ACDBE Program Updates

Since the Airport is a small hub primary airport we are required to have an ACDBE program. As a condition of eligibility for FAA financial assistance, the Airport will submit its ACDBE program and overall goals to FAA according to the following schedule:

Type of Airport	Initial Program and Goal Due	Second Goal Due	Subsequent Goals Due
Small Hub Primary	October 1, 2006	October 1, 2009	Every 3 years on October 1

Until our new ACDBE program is submitted and approved we will continue to implement our concessions DBE program that was in effect before April 21, 2005, except with respect to any provision that is contrary to 49 CFR Part 23.

This ACDBE program will be implemented at Pensacola International Airport.

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

Section 23.23 Administrative Provisions

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

ACDBE Liaison Officer (ACDBELO): We have designated the following individual as our ACDBELO:
 Andrea Levitt Kvech
 Airport Accountant/Sr. Admin Officer II
 Pensacola International Airport
 2430 Airport Blvd., Suite 225
 Pensacola, FL 32504

In that capacity, the ACDBELO is responsible for implementing all aspects of the ACDBE program and ensuring that the Airport complies with all provision of 49 CFR Part 23. The ACDBELO has direct, independent access to the Airport Director concerning ACDBE program matters. An organizational chart displaying the ACDBELO's position in the organization is found in **Attachment 1 – Pensacola International Airport Organizational Chart** to this program.

The ACDBELO is responsible for developing, implementing and monitoring the ACDBE program, in coordination with other appropriate officials. The duties and responsibilities include the following:

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. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to ACDBE's in a timely manner.
5. Identifies contracts and procurements so that ACDBE 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. Advises the Airport Director on ACDBE matters and achievement.
8. Provides ACDBE's with information and assistance in preparing bids, obtaining bonding, financing, and insurance.
9. Participates in ACDBE training seminars.
10. Acts as liaison to the Uniform Certification Program in Florida.
11. Provides outreach to ACDBE's and community organizations to advise them of opportunities.
12. Maintains the Airport's updated directory on certified ACDBE's and distinguishes them from DBE's.

Directory: The Airport, through the Florida Uniform Certification Program (UCP), maintains a directory identifying all firms eligible to participate as ACDBE's. 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, at minimum, on a monthly basis. The Directory may be found in **Attachment 2 – UCP/DBE Directory**. The Directory is also available online as follows:

https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/dl_dir.asp.

Section 23.25 Ensuring Nondiscriminatory Participation of ACDBE's

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

The Airport will seek ACDBE participation in all types of concession activities, rather than concentrating participation in one category or a few categories to the exclusion of others. (23.25(c))

The Airport's overall goal methodology, a description of the race-neutral measures it will take to meet the goals are described in Section 23.25 and **Attachment 4 – Overall Goal Methodology for Concessions Other Than Car Rentals** and **Attachment 5 – Overall Goal Methodology for Car Rentals** of this plan. The goals are set consistent with the requirements of Subpart D. (23.25(b), (d))

If the Airport projects that race-neutral measures, standing alone, are not sufficient to meet an overall goal, it will use race-conscious measures as described in Section 23.25 (e) (1-2) and **Attachment 4 – Overall Goal Methodology for Concessions Other Than Car Rentals** and **Attachment 5 – Overall Goal Methodology for Car Rentals** of this plan. (23.25(e))

The Airport will require businesses subject to ACDBE goals at the airport (except car rental companies) to make good faith efforts to explore all available options to meet goals, to the maximum extent practicable, through direct ownership arrangements with ACDBE's. We will not use set-asides or quotas as a means of obtaining ACDBE participation. (23.25 (f)(g))

Section 23.27 Reporting

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

Beginning March 1, 2006 we will submit to the FAA Regional Civil Rights Office, an annual ACDBE participation report on the form in Appendix A of Part 23.

Section 23.29 Compliance and Enforcement Procedures

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

1. The Airport 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. The Airport will consider similar action under our own legal authorities, including responsibility determinations in future contracts. We have listed the regulations, provisions, and contract remedies available to us in the events of non-compliance with the ACDBE regulation by a participant in our procurement activities in **Attachment # 3**.
3. The Airport will also implement a monitoring and enforcement mechanism (**Attachment #3**) to ensure that work committed to ACDBE's at contract award is actually performed by the ACDBE's. 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. These mechanisms will include, but not be limited to, the following:
 - a. Review solicitation package documentation thoroughly, obtaining clarification, if necessary.
 - b. Monitor progress of gross revenues generated by ACDBE's and expenditures paid to DBE's as applicable through monthly reports from concessionaires.
 - c. Monitor progress of ACDBE's work through on-site visits and communication with ACDBE's.
4. In our reports of ACDBE participation to FAA, we will show both commitments and attainments, as required by the DOT reporting form.

SUBPART C – CERTIFICATION AND ELIGIBILITY

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

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

We will review the eligibility of currently certified ACDBE's to make sure that they will meet the standards of part 23. We will complete these reviews as soon as possible, but in no case later than April 21, 2006 or three years from the anniversary date of each firm's most recent certification, whichever is later. Also, prior to entering into a new contract, extension, or option with a currently certified ACDBE, we will review their eligibility at that time (i.e., "as soon as possible") rather than waiting until the latest date allowed under Part 23. Our schedule for this review process will coincide with the Florida Unified Certification Program's annual certification renewal process.

We will direct all currently certified ACDBE's to submit by October 1, 2012, a personal net worth (PNW) statement, a certification of disadvantage, and an affidavit of no change.

We will treat a firm as a small business eligible to be certified as an ACDBE if its gross receipts, averaged over the firm's previous three fiscal years do not exceed \$30 million. The size standard for banks and other financial institutions is \$275 million in assets, for car rental companies it is \$40 million, and for pay telephone companies the standard is 1,500 employees. (23.33) The personal net worth standard used in determining eligibility for purposes of part 23 is \$750,000. We recognize that in calculating personal net worth, the following exclusions apply: the individual's ownership interest in an ACDBE firm or a firm that is applying for ACDBE certification; the individual's equity in his or her primary place of residence; and other assets that the individual can document are necessary to obtain financing or a franchise agreement for the initiation or expansion of his or her ACDBE firm, to a maximum of \$3 million. Any person who has a personal net worth exceeding this amount is not a socially and economically disadvantaged individual, even if a member of a group otherwise presumed to be disadvantaged. (See 23.3 - *Personal Net Worth* definition and 23.35)

We will presume that a firm that is certified as a DBE under part 26 is eligible to participate as an ACDBE. However, before certifying such a firm, we will ensure that the disadvantaged owners of a DBE certified under part 26 are able to control the firm with respect to its activity in our concessions program. We are not obligated to certify a part 26 DBE as an ACDBE if the firm does not do work relevant to our concessions program. (23.37).

We recognize that the provisions of part 26, sections 26.83(c) (2-6) do not apply to certifications for purposes of part 23. We will obtain resumes or work histories of the principal owners of the firm and personally interview these individuals. We will analyze the ownership of stock of the firm, if it is a corporation. We will analyze the bonding and financial capacity of the firm. We will determine the work history of the firm, including any concession contracts or other contracts it may have received. We will 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. We will obtain a statement from the firm of the types of concessions it prefers to operate or the type of other contracts it prefers to perform. We will ensure that the ACDBE firm meets the applicable size standard. (23.39(a)(b)).

The Airport acknowledges that a prime contractor includes a firm holding a prime contract with an airport concessionaire to provide goods or services to the concessionaire or a firm holding a prime concession agreement with Pensacola International Airport.

We 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 Airport may continue to count the concessionaire's participation toward ACDBE goals during the remainder of the current concession agreement. We will not count the concessionaire's participation toward ACDBE goals beyond the termination date for the concession agreement in effect at the time of the decertification. (23.39(e)) (**Attachment 8 – Procedures for Removal of ACDBE's Eligibility**).

We will use the Uniform Application Form found in Appendix F to part 26 with additional instruction as stated in 23.39(g) (also **Attachment 7 – Florida Unified Certification Program Application**).

SUBPART D – GOALS, GOOD FAITH EFFORTS, AND COUNTING

Section 23.41 Basic Overall Goal Requirement

The Airport will establish two separate overall ACDBE goals; one for car rentals and another for concessions other than car rentals. The overall goals will cover a three year period and the sponsor will review the goals annually to make sure the goal continues to fit the sponsor's circumstances. The Airport will report any significant overall goal adjustments to the FAA.

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

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

Section 23.43 Consultation in Goal Setting

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

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

Section 23.45 Overall Goals

The Airport is a small hub primary airport. As a condition of eligibility for FAA financial assistance, the sponsor will submit its overall goals according to the following schedule:

Type of Airport	Initial Goal Due	Second Goal Due	Subsequent Goals Due
Small Hub Primary	October 1, 2006	October 1, 2009	Every 3 years on October 1

If a new concession opportunity arises at a time that falls between the normal submission dates above and the estimated average of annual gross revenues are anticipated to be \$200,000 or greater, the Airport will submit an appropriate adjustment to our overall goal to FAA for approval at least six months before executing the new concession agreement.

The Airport will establish overall goals in accordance with the 2-Step process as specified in section 23.51. After determining the total gross receipts for the concession activity, the first step is to determine the relative availability of ACDBE's in the market area, "base figure". The second step is to examine all relevant evidence reasonably available in the Airport's jurisdiction to determine if an adjustment to the Step 1 "base figure" is necessary so that the goal reflects as accurately as possible the ACDBE participation the sponsor would expect in the absence of discrimination. Evidence may include, but is not limited to past participation by ACDBE's, a disparity study, evidence from related fields that affect ACDBE opportunities to form, grow, and

compete (such as statistical disparities in ability to get required financing, bonding, insurance; or data on employment, self-employment, education, training and union apprenticeship).

A description of the methodology to calculate the overall goal for car rentals, the goal calculations, and the data we relied on can be found in **Attachment 5 – Overall Goal Methodology for Car Rentals** to this program.

A description of the methodology to calculate the overall goal for concessions other than car rentals, the goal calculations, and the data we relied on can be found in **Attachment 4 – Overall Goal Methodology for Concessions Other Than Car Rentals** 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 Airport will use concession specific goals to meet any portion of the overall goals Airport does not project being able to meet using race-neutral means. Concession specific goals are established so that, over the period to which the overall goals apply, they will cumulatively result in meeting any portion of our overall goal that is not projected to be met through the use of race-neutral means.

We will establish concession specific goals only on those concessions that have direct ownership arrangements (except car rentals), sublease, or subcontracting possibilities. We 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 DBE's (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 ACDBE's, one permissible alternative is to structure the goal entirely in terms of purchases of goods and services.

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

If the objective of a concession specific goal is to obtain ACDBE participation through direct ownership with an ACDBE, the Airport will calculate the goal as a percentage of the total estimated annual gross receipts from the concession. (23.25(e)(1)(i))

If the concession specific goal applies to purchases and/or leases of goods and services, the Airport will calculate the goal by dividing the estimated dollar value of such purchases and/or leases from ACDBE's 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 Airport's concession specific goals. Specifically,

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 responsible.

The Airport will ensure that all information is complete and accurate and adequately documents the bidder/offers' good faith efforts before we commit to the concession agreement with the bidder/offers.

Information to be submitted (26.53(b))

The Airport treats bidder/offers' compliance with good faith effort requirements as a matter of responsiveness.

Each solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information (**Attachment 6**):

1. The names and addresses of ACDBE firms or ACDBE suppliers of goods and services 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/supplier 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.

Administrative reconsideration (26.53(d))

Within 20 days of being informed by the Airport that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire should make this request in writing to the following reconsideration official:

Melinda C. Crawford, A.A.E.
Airport Director
Pensacola International Airport
2430 Airport Blvd., Suite 225
Pensacola, FL 32504

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

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with our reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. We will send the concessionaire a written decision on reconsideration, explaining the basis for finding that the concessionaire did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

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

The Airport will require a concessionaire to make good faith efforts to replace an ACDBE that is terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. It will require the concessionaire to notify the ACDBELO immediately of the ACDBE's inability or unwillingness to perform and provide reasonable documentation.

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

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

Continued Good Faith Efforts

If at the end of any fiscal year, awards and commitments are less than the overall goal applicable for that year than the ACDBELO is responsible for the following:

- a. Analyzing, in detail, the reasons for the difference between the overall goal and awards and commitments in that fiscal year.
- b. Establishing specific steps and milestones to correct the problems identified in the analysis.

Section 23.53 Counting ACDBE Participation for Car Rental Goals

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

Section 23.61 Quotas or Set-asides

The Airport will not use quotas or set-asides as a means of obtaining ACDBE participation.

SUBPART E – OTHER PROVISIONS

Section 23.71 Existing Agreements

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

Section 23.73 Privately-Owned or Leased Terminal Buildings

(This section is not applicable to Pensacola International Airport at this time.)

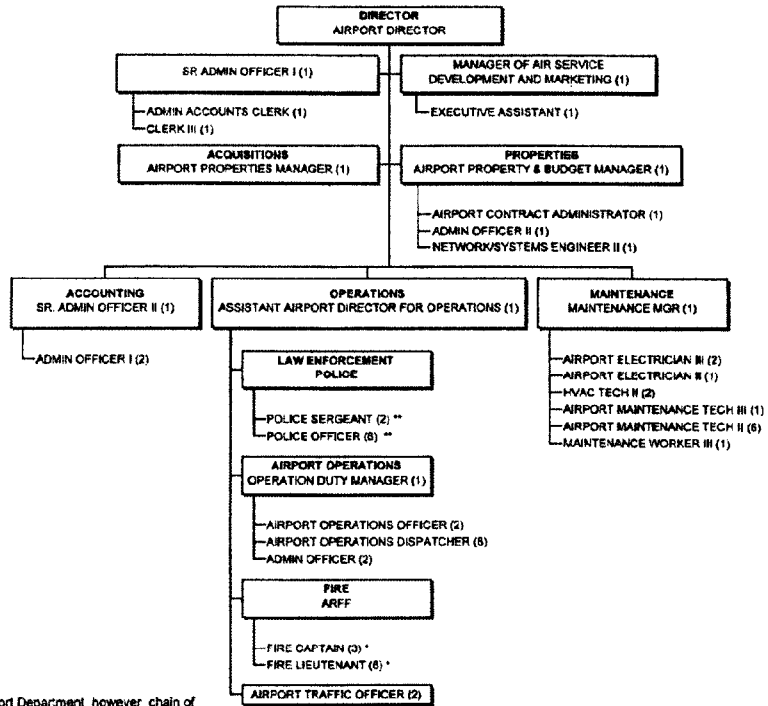
Section 23.75 Long-Term Exclusive Agreements

The Airport will not enter into a long-term exclusive agreement for concessions without prior approval of the FAA Regional Civil Rights Office. We understand that a "long-term" agreement is one having a term of longer than 10 years. We 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, we will submit detailed information to the FAA Regional Civil Rights Office for review and approval.

Section 23.79 Geographic Preferences

The Airport will not use a "local geographic preference," i.e., any requirement that gives an ACDBE located in one place (e.g., *local area*) an advantage over ACDBE's from other places in obtaining business as, or with, a concession at the Airport.

Attachment 1
Organizational Chart



Total Positions: 61

* Nine positions are funded by Airport Department, however, chain of command and supervision retained by Fire Department

** Eight positions are funded by Airport Department, however, chain of command and supervision retained by Police Department

Attachment 2

UCP DBE Directory - Secondary Attachment

Current Pensacola International Airport ACDBE Vendors

Name: INTERSPACE AIRPORT ADVERTISING
Business Description: Airport Advertising Concessionaire
Street: 4635 CRACKERSPORT ROAD
City: ALLENTOWN State: PA Zip: 18104-9597
County: District:
Phone: (610) 395-8002 Fax: (610) 395-4450
Contact: Marianne Lieberman
UCP Cert. OBE State Cert.: OBE UCP Certifying Member: PBIA
First SC: First NAICS: 488119
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:
ACDBE: Yes

Name: VARONA ENTERPRISES OF FLORIDA INC
Business Description: GIFT SHOP FOOD SERVICE CONCESSION OPERATOR
Street: 5121 N 12TH AVE
City: PENSACOLA State: FL Zip: 32504
County: ESCAMBIA District: DISTRICT THREE
Phone: (850) 484-7076 Fax: (850) 484-8607
E-mail: robert@varona.com
Work Location:
County:
District:
Contact: ROBERT DE VARONA
UCP Cert. DBE State Cert.: OBE UCP Certifying Member: CT
First SC: First NAICS: 72231
2nd SC: 3rd SC: 4th SC: 5th SC: 6th SC: 7th SC: 8th SC: 9th SC: 10th SC:
2nd NAICS: 45322 3rd NAICS: 4th NAICS: 5th NAICS: 6th NAICS: 7th NAICS: 8th NAICS: 9th NAICS: 10th NAICS:

Attachment 3

Sample Monitoring and Enforcement Mechanisms

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

1. Breach of contract action, pursuant to the terms of the contract
2. Other actions deemed appropriate including responsibility reviews on future concession award opportunities

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

1. Suspension or debarment proceedings pursuant to 49 CFR part 23;

In a suspension or debarment proceeding, 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.

2. Enforcement action pursuant to 49 CFR part 31;

DOT may take enforcement action under 49 CFR 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; and

3. Prosecution pursuant to 18 USC 1001.

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 Pensacola International Airport's ACDBE program or otherwise violates applicable Federal Statutes.

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

1. We will insert the following provisions into concessions agreements and management contracts:
 - A. This agreement is subject to the requirements of the U.S. Department of Transportation's regulation, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against an business owner because of the owner's race, color, national origin, or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23.
 - B. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

2. We will implement the following additional monitoring and compliance procedures:
 - A. Concessionaires or contractors will be required to submit quarterly gross revenue earned by ACDBE's and expenditures to DBE's.
 - B. Concessionaires or contractors will be required to list the specific duties, functions and responsibilities that ACDBE's or DBE's will perform.
 - C. Concessionaires or contractors will be required to submit, for review, a written notification of any material change in the duties, functions and responsibilities of ACDBE's or DBE's prior to implementing the change.
 - D. The Airport will review, annually, the specific duties, functions and responsibilities of each ACDBE and DBE to confirm that no material change has occurred.
 - E. The Airport will perform periodic reviews, including site visits, each year on a representative number of judgmentally selected concessionaires and contractors to confirm ACDBE's and DBE's are performing listed duties, functions and responsibilities.

3. We will implement our compliance and monitoring procedures as follows:
 - A. The Airport will require monthly gross revenues reports from concessionaires, including ACDBE's and monitor progress of concessionaire commitments to ACDBE's versus actual participation.
 - B. The Airport will require that concessionaires submit written confirmation, annually, that there are no changes in duties, functions and responsibilities of ACDBE's, including terms and conditions of joint venture agreements.
 - C. The Airport will use appropriate personnel to perform, at least quarterly, reviews of ACDBE's to ensure that their activities correspond to the previously submitted list of duties, functions and responsibilities. All ACDBE's will be reviewed within a three-year period from the start of the review process, at which time the review process will begin again. Reviews will include site visits, reviews of appropriate records, contracts, financial information, joint venture agreements, certification information and other relevant information deemed necessary.
 - D. The Airport will request from concessionaires any expenditures made with ACDBE's or DBE's in performing services and supplying goods. Those expenditures will be reported periodically to the Airport, but no less than semi-annually.

Attachment 4

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

Amount of Goal

Pensacola International Airport's overall goal for concessions other than car rental during the period beginning October 1, 2012 and ending September 30, 2015 is the following: 5% of the total gross receipts for concessions at Pensacola International 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 opportunities anticipated during this goal period are: 1) Display advertising, 2) Food & Beverage 3) Automatic Teller Machine. The estimated gross receipts revenue projected for existing concessions, assuming flat revenue growth for the goal period is **\$9,381,816.66**. 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 FAA for approval at least 6 months before executing the new concession agreement. (23.45(i)).

The Airport has determined that its market area is nationwide. This is 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 receive a substantial majority of concessions related revenues are located.

Methodology used to Calculate Overall Goal

Goods and Services

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

Management Contract or Subcontract

We can meet the percentage goal by including any business operated through a management contract or subcontract with an ACDBE. We, and the businesses at the Airport, will add the dollar amount of a management contract or subcontract with an ACDBE to the total participation by ACDBE's 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.

Step 1: 23.51(c)

We determined the base figure for the relative availability of ACDBE's other than car rentals. The base figure was calculated as follows:

Methodology:

$$\text{Base Figure} = \frac{\text{Ready, willing and able non-car rental ACDBE's in the market area}}{\text{All ready, willing and able non-car rental concession firms in the market area}}$$

$$\text{Base figure} = \frac{2}{35}$$

The data source or demonstrable evidence used to derive the numerator was an active participant list as outlined in 23.51 (c)(2). The active participants list was developed based on existing concessionaires operating at the Airport (excluding car rental firms) and firms that expressed as interest in doing business at Pensacola International Airport as concessionaires.

The data source or demonstrable evidence used to derive the denominator was an active participant list as outlined in 23.51 (c)(2). The active participants list was developed based on existing concessionaires operating at the Airport (excluding car rental firms) and firms that expressed as interest in doing business at Pensacola International Airport as concessionaires.

When we divided the numerator by the denominator we arrived at the base figure for our overall goal for non-car rental concessions of: **5%**

Anticipated Concessions Types for Solicitation during FY 2013 - 2015	Number DBEs	All Firms	Availability
Advertising	1	4	25%
Food & Beverage	1	26	4%
Automatic Teller Machine	0	5	0%
Totals	2	35	

Step 2: 23.51(d)

After calculating a base figure of the relative availability of ACDBE's, we examined evidence to determine if an adjustment was needed to the base figure in order to arrive at the overall goal.

The Airport has chosen not to adjust the base figure. Very little interest has been shown in concessions at the Airport. Often times, the Airport does not receive any bids for advertised concessions and must negotiate with current concessionaires to extend contract. Our overall goal for non-car rental concessions is **5%**.

Consultation with Stakeholders (23.43)

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

- Minority and women's business groups;
- Community organizations;
- Existing concessionaires;
- City of Pensacola Purchasing Department;
- Other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBE's; and
- Pensacola International Airport's efforts to increase participation of ACDBE's.

After consulting with the Pensacola Area 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 ACDBE goals.

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

Pensacola 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 following race-neutral measures to increase ACDBE participation. We understand that we will be expected to actually take these steps, and this is not merely a paper exercise.

1. *Locating and identifying ACDBE's and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;*
2. *Notifying ACDBE's 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 ACDBE's;*
4. *Providing technical assistance to ACDBE's in overcoming limitations, such as inability to obtain bonding or financing;*
5. *Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the Airport'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; technical assistance program or taking other steps to foster ACDBE participation in concessions.*

We estimate that, in meeting our overall goal of **5%**, we will obtain **5%** from race-neutral participation and **0%** through race-conscious measures.

If we project that race-neutral measures, standing alone, are not sufficient to meet an overall goal, we will use the following race-conscious measures to meet the overall goal:

1. *We will establish concession-specific goals for particular concession opportunities.*
2. *Negotiate with potential concessionaires to include ACDBE participation through direct ownership arrangements or measures, in the operation of the concession.*
3. *With prior FAA approval, other methods that take a competitor's ability to provide ACDBE participation into account in awarding a concession.*

In order to ensure that our ACDBE program will be narrowly tailored to overcome the effects of discrimination, if we use concession specific goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to, the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures; ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

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

Attachment 5

Section 23.45: Overall Goal Calculation for Car Rentals

Amount of Goal

Pensacola International Airport's overall goal for car rentals during the period beginning October 1, 2012 and ending September 30, 2015 is the following: **2%** of the total gross receipts of car rental operations at Pensacola International Airport.

The concession opportunities anticipated during this goal period are: 1) Ground transportation services to the public 2) General operational needs required for rental car agencies to operate during the year (i.e. windshield repair, automotive repair, office supplies, fuel, office equipment, uniforms, etc.). The estimated gross receipts revenue projected for existing car rental concessions, assuming flat revenue growth for the goal period is **\$84,707,121.30**. If a new car rental 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 FAA for approval at least 6 months before executing the new concession agreement. (23.45(i)).

The Airport has determined that its market area is national for car rental and Escambia County for purchase of goods and services. This is 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 receive a substantial majority of concessions related revenues are located.

Methodology used to Calculate Overall Goal

Goods and Services

We can meet the percentage goal by including the purchase from ACDBE's of goods and services used in businesses at the airport. The dollar value from purchases of goods and services from ACDBE's may be added to the numerator, and the dollar value from purchases of goods and services from all firms (ACDBE's and non-ACDBE's) may be added to the denominator.

Step 1: 23.51(c)

We determined the base figure for the relative availability of car rental ACDBE's. The base figure was calculated as follows:

Methodology:

$$\text{Base Figure} = \frac{\text{Ready, willing and able car rental ACDBE's in the market area}}{\text{All ready, willing and able car rental concession firms in the market area}}$$

$$\text{Base figure} = \frac{0}{5}$$

The data source or demonstrable evidence used to derive the numerator was an active participant list as outlined in 23.51 (c)(2). The active participants list was developed based on existing car rental firms operating at the Airport and firms that expressed as interest in doing business at Pensacola International Airport as concessionaires.

The data source or demonstrable evidence used to derive the denominator was an active participant list as outlined in 23.51 (c)(2). The active participants list was developed based on existing car rental firms operating at the Airport and firms that expressed as interest in doing business at Pensacola International Airport as concessionaires.

When we divided the numerator by the denominator, we arrived at the base figure for our overall goal for car rental concessions of: **0%**

Step 2: 23.51(d)

After calculating a base figure of the relative availability of ACDBE's, we examined evidence to determine what adjustment was needed to the base figure in order to arrive at the overall goal.

In order to reflect as accurately as possible the ACDBE participation we would expect in the absence of discrimination we have adjusted our base figure by **2%**.

The Airport chose to adjust the figure with the aspiration of the rental car companies obtaining goods and services from local DBE's. Our overall goal for car rental concessions is **2%**.

Consultation with Stakeholders (23.43)

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

- Minority and women's business groups;
- Community organizations;
- Existing concessionaires;
- City of Pensacola Purchasing Department;
- Other officials or organizations which could be expected to have information concerning the availability of disadvantaged businesses, the effects of discrimination on opportunities for ACDBE's; and
- Pensacola International Airport's efforts to increase participation of ACDBE's.

After consulting with the Pensacola Area 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 ACDBE goals.

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

Pensacola 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 following race-neutral means to increase ACDBE participation:

1. *Locating and identifying ACDBE's and other small businesses who may be interested in participating as concessionaires under 49 CFR Part 23;*
2. *Notifying ACDBE's 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 ACDBE's;*
4. *Providing technical assistance to ACDBE's in overcoming limitations, such as inability to obtain bonding or financing;*
5. *Ensuring that competitors for concession opportunities are informed during pre-solicitation meetings about how the Airport'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; technical assistance program or taking other steps to foster ACDBE participation in concessions.*

We estimate that, in meeting our overall goal of 2%, we will obtain 2% from race-neutral participation and 0% through race-conscious measures.

If we project that race-neutral measures, standing alone, are not sufficient to meet an overall goal, we will use the following race-conscious measures to meet the overall goal:

1. *We will establish concession-specific goals for particular concession opportunities.*
2. *Negotiate with potential concessionaires to include ACDBE participation through direct ownership arrangements or measures, in the operation of the concession.*
3. *With prior FAA approval, other methods that takes a competitor's ability to provide ACDBE participation into account in awarding a concession.*

In order to ensure that our ACDBE program will be narrowly tailored to overcome the effects of discrimination, if we use concession specific goals we will adjust the estimated breakout of race-neutral and race-conscious participation as needed to reflect actual ACDBE participation and we will track and report race-neutral and race conscious participation separately. For reporting purposes, race-neutral ACDBE participation includes, but is not necessarily limited to, the following: ACDBE participation through a prime contract that an ACDBE obtains through customary competitive procurement procedures; ACDBE participation through a subcontract on a prime contract that does not carry ACDBE goal; ACDBE participation on a prime contract exceeding a concession specific goal; and ACDBE participation through a subcontract from a prime contractor that did not consider a firm's ACDBE status in making the award.

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

Attachment 6

Demonstration of Good Faith Efforts

**AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE (ACDBE)
UTILIZATION**

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

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

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

Name of bidder/offeror's firm: _____

State Registration No. _____

By _____ Title _____
(Signature)

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:

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.

49 CFR Part 23

Attachment 7

Certification Application Forms

Revised UCP Modified Application – Secondary Attachment

Attachment 8

Procedures for Removal of ACDBE's Eligibility

The Florida Department of Transportation's Equal Opportunity Office will use the certification standards of 49 CFR Part 23 to determine the Airport Concessions Disadvantaged Business (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 personal net worth (PNW) standard, and the firm in all other respects remains an eligible Disadvantaged Business Enterprise (DBE), Pensacola International Airport may continue to count the concessionaires' participation toward ACDBE goals during the remainder of the current concession agreement. The Airport 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)).

In instances when the eligibility of an ACDBE is placed in a decertification process as not being owned, operated and controlled by a member of the presumptive group and the Florida Department of Transportation Equal Opportunity Office's findings concur, then the ACDBE will be removed from the State of Florida's database and be prohibited from being counted as an ACDBE. The ACDBE will then have the options of going before an appeal board, appealing directly to the United States Department of Transportation (USDOT) or going directly to court to settle the appeal.

The Airport reserves the right to decline to recognize and count the participation of an ACDBE toward the ACDBE goal.

49 CFR Part 23

Attachment 9

Regulations: 49 CFR Part 23

Secondary Attachment

Attachment 10

Goals and Elements for Privately-Owned or Leased Terminal Buildings

(This section is not applicable to Pensacola International Airport at this time.)

