CITY OF TALLAHASSEE

NOTICE TO RESPONDENTS **August 13, 2025**

ADDENDUM No. 10

TLH RENTAL CAR QUICK TURNAROUND SERVICES FACILITY

1. This addendum incorporates change(s) and/or clarifications to the above referenced RFP only in the manner and to the extent stated herein and shall become part of the resulting contract.

2. Bidder must acknowledge this addendum by accepting the addendum in Bonfire.

3. If you have any questions on this or any related matter, please contact:
   E-mail: catrina.wilson@talgov.com or through FRS TDD at 771.

CHANGES/CLARIFICATION

1. Section 1.4.2 Capital Budget DBE Goal for this project is hereby revised to read as follows:

   "For this capital project, the DBE participation goal is a minimum of 9.34% of the total value of this contract including alternates and change orders."

2. **Section L – Disadvantaged Business Enterprise Contract Provisions (49 CFR Part 26)** is hereby replaced in its entirety with the revised Section L, which is attached to this Addendum No. 10.
3. **Section B – Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (41 CFR Part 60-4 & Executive Order 11246)** – is hereby revised in its entirety with the revised Section B, which is attached to this Addendum No. 10.
4. Disadvantage Business Enterprise Utilization Statement is hereby deleted in its entirety and replaced with the attached revised document.

End of Addendum 10

REVISED SECTION L

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT PROVISIONS (49 CFR PART 26)

PART A

Policy. The requirements of 49 CFR Part 26 apply to this contract. It is the policy of the City of Tallahassee, Florida, to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The City of Tallahassee encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Contract Assurance (§26.13). The Contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 Part 26.29). The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime contractor receives from the **Tallahassee International Airport**. The prime contractor agrees further to return retainage payments to each subcontractor within 7 days after the subcontractor's 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 **Tallahassee International Airport**. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f):

The prime contractor must not terminate a DBE subcontractor listed in response to this Solicitation response (or an approved substitute DBE firm) without prior written consent of the Tallahassee International Airport (Airport). This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Airport. Unless the Airport consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Airport may provide such written consent only if the Airport agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Airport 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 Airport, 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 [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Airport should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Airport may provide a response period shorter than five days.

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

PART B

It is further understood and agreed:

The award procedure for this solicitation will include the selection criteria of 49 CFR Part 26 to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals.

Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is **9.34 percent** of the dollar value of this contract.

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

The successful Bidder or Offeror must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within five days after bid opening.

1) The names and addresses of Disadvantaged Business Enterprise (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 listed under (1)

4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal; and

5) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

REVISED SECTION B
NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION to ENSURE EQUAL EMPLOYMENT OPPORTUNITY (41 CFR PART 60-4 & EXECUTIVE ORDER 11246)

B-1 The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

B-2 The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade:	**9.34%**
Goals for female participation in each trade:	6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is ***Florida, Leon and Tallahassee.***

DBE Utilization Statement
TLH RENTAL CAR QUCICK
TURNAROUND SERVICE
FACILITY.
Tallahassee International Airport

Revised-Disadvantage Business Enterprise UTILIZATION STATEMENT

The undersigned bidder/offeror has satisfied the requirements of the bid specification inthe following manner. (Please mark the appropriate box)

☐ **The bidder/offeror is committed to a minimum of____%DBE utilization on this contract.**

☐ **The bidder/offeror, while unable to meet the DBE goal of _____ hereby commits to a minimum of_____% DBE utilization on this contractand also submits documentation, as an attachment, demonstrating good faith efforts (GFE).**

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from the Civil Right Staff of the Federal Aviation Administration.

_____
Bidder's/Offeror's Firm Name

_____ _____
Signature Date

DBE UTILIZATION SUMMARY

6.		7.	**Contract Amount**	8.	**DBE Amount**	9.	**Contract**
10.	**Percentage**	12.		14.		16.	
11.	DBE Prime Contractor	13.	$____ x 1.00 =	15.	$_____	17.	_____%
18.	DBE Subcontractor	19.	$____ x 1.00 =	20.	$_____	21.	_____%
22.	DBE Supplier	23.	$____ x 0.60 =	24.	$_____	25.	_____%
26.	DBE Manufacturer	27.	$____ x 1.00 =	28.	$_____	29.	_____%
30.	Total Amount DBE	31.		32.	$_____	33.	_____%
34.	DBE Goal	35.		36.	$_____	37.	_____%

* If the total proposed DBE participation is less than the established DBE goal, Bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Disadvantage Business Enterprise LETTER OF INTENT
(This page shall be submitted for each DBE firm)

Bidder/Offer Name:_____

Address:_____

City:_____ State:_____ Zip:_____

DBE Firm: DBE Firm:_____

Address:_____

City:_____ State:_____ Zip:_____

DBE Contact Person: Name:_____ Phone: ( )_____

DBE Certifying Agency: _____ Expiration Date:_____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Joint Venture ☐ Manufacturer ☐ Supplier

38. **Work item(s) to be performed by DBE**	39. 40. **Description of Work Item**	41. 42. **Quantity**	43. 44. **Total**
45.	46.	47.	48.
49.	50.	51.	52.
53.	54.	55.	56.
57.	58.	59.	60.
61.	62.	63.	64.

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount:_____ Percent of total contract:_____%

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

By:_____
(Signature) (Title)

*In the event 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.