

**DALLAS/FORT WORTH INTERNATIONAL AIRPORT  
DESIGN, CODE AND CONSTRUCTION DEPARTMENT**

**ADDENDUM NO. 01  
FOR**

**Professional Survey Services**

**CONTRACT NO. 8500338**

**May 22, 2017**

The Request for Qualifications Statements for the above is hereby revised as follows:

**RFQ Revisions**

1. Appendix 4 – The Agreement is revised as follows;
  - a. Exhibit 6 – SBE Provisions and Exhibit 7 – SBE Commitment are both deleted and replaced with the attached Exhibit 6 – M/WBE Provisions and Exhibit 7 – M/WBE Commitment.

**Schedule Revisions**

1. N/A

**Solicitation Questions (Q) and Answers (A)**

1.

(Q) – We understand that all seven (7) forms need to be in submittal, completed by the prime. Can you please clarify which forms out of the seven (7) need to be completed by subcontractors and submitted with the proposal?

(A) – Below details which firms within each team are required submit the required forms in this RFQS. The below represents forms and or information required in addition to anything the Prime Consultant/Contractor includes within their Qualifications Statement.

| Item # | Required Qualifications Statement Submittal - Check Sheet           | To be submitted by:  |
|--------|---|--|
| 1.     | Appendix 2 – M/WBE Certificates                                     | Certifications required from all M/WBE certified firms (Subcontractors and the Prime Consultant/Contractor). |
| 2.     | Form 1 – Business Disclosure Form                                   | To be completed by the Prime Consultant/Contractor. No separate submittal from Subcontractors are required.  |
| 3.     | Form 2 – Work Force Composition                                     | To be completed by the Prime Consultant/Contractor. No separate submittal from Subcontractors are required.  |
| 4.     | Form 3 – Questionnaire  | Required by all firms, Subcontractors and the Prime Consultant/Contractor.                                   |
| 5.     | Form 4 – Commitment to Small Business Enterprise Participation Form | To be completed by the Prime Consultant/Contractor. No separate submittal from Subcontractors are required.  |
| 6.     | Form 5 – Schedule of Subcontractors (Preliminary)                   | To be completed by the Prime Consultant/Contractor. No separate submittal from Subcontractors are required.  |
| 7.     | Form 6 – Disclosure of Lobbying Activities                          | Required by all firms, Subcontractors and the Prime Consultant/Contractor.                                   |
| 8.     | Form 7 – Intent to Perform Contract as a M/WBE Subcontractor        | Required by to be filled out by the Prime Consultant/Contractor AND any M/WBE certified subcontractor.       |

## **Exhibit 6 – M/WBE Provisions**

- 1) MINORITY AND WOMEN BUSINESS ENTERPRISE (M/WBE) PROGRAM CLAUSE (11-01-2013)  
Notification is hereby given that an M/WBE contract-specific goal has been established for this Contract. The Contractor/vendor has committed to **xx%** M/WBE participation of the total dollar value of this Contract including any change orders and/or modifications throughout the term of this Contract/agreement. The commitment is a contractual commitment upon execution of the Contract.

**a) GENERAL REQUIREMENTS**

- i) It is the policy of the Dallas/Fort Worth International Airport Board of Directors (“Board”) to support the growth and development of Minority/Women Business Enterprises (“M/WBE”) that can successfully compete for Airport construction-related professional services prime contracting and subcontracting opportunities.
- ii) A “Contractor” is defined as one who participates, through a Contract or any other contractual agreement. For purposes of these Provisions, a Contractor is one who seeks to do business with the Board by submission of a bid or proposal on any such contract or subcontract. A Contractor includes but is not limited to a Contractor, consultant, developer or vendors.
- iii) It is the policy of the Board to ensure non-discrimination in the award and administration of Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Board’s Minority/Women Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.
- iv) The Contractor 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 the Board’s Policies. 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 Board deems appropriate. The Contractor shall insert an Article containing all of the provisions of this Section, including this paragraph, in all subcontracts hereunder, except altered as necessary for the proper identification of the contracting parties and the Board under this Contract.
- v) The Business Diversity & Development Department (“BDDD”) is responsible to ensure compliance with the Board’s M/WBE Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for M/WBEs by collaborating with internal customers and implementing effective innovative programs and approaches for prime and subcontracting opportunities.
- vi) The Contractor specifically agrees to comply with all applicable provisions of the Board’s Policies and any amendments thereto. M/WBE and Non-M/WBE subcontractors also agree to comply with all applicable provisions of the Board’s M/WBE Policy and Administrative Procedures (“Policies”).
- vii) The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the Contract, showing:
  - (1) Subcontract/supplier awards, including awards to M/WBEs;
  - (2) Specific efforts to identify and award such Contracts to M/WBEs, such as when requested copies of executed Contracts with M/WBEs to establish actual M/WBE project participation.

**b) ADMINISTRATIVE REQUIREMENTS**

- i) All Contractors are charged with knowledge of and are solely responsible for complying with each requirement of the Policies in making a bid and, if awarded a Contract, in performing the work described in the Contract documents. These instructions are intended only to generally assist the Contractor in preparing and submitting a compliant bid. Should any questions arise regarding specific circumstances, Contractors must consult with the BDDD office at 972-973-5500.
- ii) The Contractor shall appoint a high-level official to administer and coordinate the Contractor’s efforts to carry out its M/WBE contractual commitments.
- iii) The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to M/WBEs and Non-M/WBEs in such form and manner and at such times as the Board shall prescribe.
- iv) The Contractor shall provide BDDD access to all books, records, accounts and personnel in

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accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining M/WBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract M/WBE audits. Audit determination(s) regarding Contractor's compliance with the Policies may be considered and have a bearing on consideration of the Contractor for award of future Contracts.

### **c) GOALS AND GOOD FAITH EFFORTS**

- i) Each Contractor must comply with the terms and conditions of the Policies in making its bid or proposal and, if awarded the Contract, in performing all work thereunder. A Contractor's failure to comply with any Rules or Regulations promulgated pursuant thereto, or any additional requirements contained herein may render a bid or proposal non-responsive and may constitute cause for rejection.
  - (1) Responsive; compliance with requirements. If a bid/proposal meets the contract-specific goal or shows an adequate good faith effort in accordance with the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as responsive.
  - (2) Non-Responsive; failure to meet requirements. If a bid/proposal subject to a contract-specific goal does not meet the goal or show an adequate good faith effort, or provide the necessary documentation or forms outlined in the Policies, then BDDD shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the Airport
    - (a) *Informal meeting.* If BDDD finds the bid/proposal non-responsive in accordance with the above, the non-responsive bidder/proposer may request an informal meeting with the Vice President or designee within two (2) business days from the date that the Airport notifies the bidder/proposer of the inadequacy of the proposal. Such meeting shall be scheduled by BDDD. All deficiencies in the bid/proposer shall be explained to the bidder or proposer at such meeting after which the bidder/proposer shall be allowed to clarify the original documentation submitted. BDDD will at no time, however, allow additional information, documentation, certification certificates, subcontractors, joint venturers, suppliers, manufacturers, manufacturer's representatives or brokers that may later be added to the contract or to the original participation submitted at the time of the bid or proposal to be counted toward meeting of the project goal. If after this informal meeting the Vice President still finds the bid or proposal to be non-responsive, the Vice President or designee's decision shall stand with no further consideration.
- ii) Under the Policies, BDDD establishes a contract-specific goal for each Contract. The specific goal for this Contract is stated in the Advertisement and Invitation to Bid. In order to comply with the bid/proposal requirements of the Policies, a Contractor must either meet the M/WBE Contract Specific Goal or demonstrate that the Contractor has made sufficient good faith efforts to meet the Contract Specific Goal. If the Contractor will not meet the M/WBE goal, it shall nevertheless be eligible for award of the Contract if it can demonstrate to BDDD that it has made good faith efforts to meet the M/WBE goal. This good faith effort documentation must be submitted with the Contractor's bid or proposal.
- iii) A Contractor cannot require exclusive subcontracting or teaming arrangements or agreements with subcontractors.
- iv) For Contracts awarded using the procurement methods of Indefinite Delivery, Construction Management-at-Risk or Design Build, the Vice President of BDDD may determine the requirements to address the Contract goal by means of a Compliance Plan for utilization of M/WBEs on such Contract, or for alternative demonstration of good faith efforts by the Proposer. The development, scope and utilization of such compliance plans shall be addressed in a separate document.
- v) In evaluating a Contractor's good faith efforts submission, BDDD will only consider those documented efforts that occurred prior to the good faith effort submission
- vi) The submission of good faith efforts documentation is a matter of responsiveness and shall include a specific response to each of the following criteria with the bid or proposal. In addition, a Contractor may supplement its responses to include any additional information

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with the bid or proposal the Contractor believes may be relevant. Failure of the Contractor to demonstrate adequate good faith efforts as to any one of the following categories shall render the overall good faith showing insufficient and the bid/proposal non-responsive. The required M/WBE good faith efforts are set forth below:

- (1) Whether the Contractor attended any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities for M/WBE participation (acceptable documentation shall include copies of the meeting sign-in sheets with Contractor name noted as signed-in);
- (2) Whether the Contractor advertised in general circulation, trade association, and/or M/WBE focused media concerning subcontracting and supplier opportunities (*acceptable documentation shall be copies of advertisement, newspaper page where advertisement was posted or print media confirmations*);
- (3) Whether the Contractor provided written notice via email or facsimile to a reasonable number of M/WBEs and/or contacted a reasonable number of M/WBEs via telephone about the subcontracting/supplier opportunities. A “reasonable number of M/WBEs” is based on the number of all M/WBEs available in the areas of subcontracting or supplier opportunities (*acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email*);
- (4) Whether the Contractor solicited the M/WBEs at least five (5) business days prior to bid opening, exclusive of the day the bids are opened, to allow M/WBEs to participate effectively. Also, whether the Contractor followed up those initial solicitations of interest by contacting M/WBEs at least three (3) business days prior to bid opening to determine with certainty whether the M/WBEs were interested (*appropriate steps may be demonstrated by second contact attempts by letter, facsimile transmission, telephone communication or email, if bidder/proposer failed to make contact on its first attempt*);
- (5) Whether the Contractor selected portions of the work to be performed by M/WBEs in order to increase the likelihood of meeting the M/WBE goals including, where appropriate, breaking down the Contract into economically feasible subcontracts to facilitate M/WBE participation. This includes portions of the work to be performed by M/WBEs the Contractor would otherwise prefer to perform with its own workforce. The ability or desire of a Contractor to perform the services of a Contract with its own workforce does not relieve the Contractor of the responsibility to meet the Contract goal or demonstrate good faith efforts to do so (*The bidder/proposer shall make a moderate and reasonable adjustment to the normal and practiced industry standard that demonstrates a reasonable willingness to divide up scopes of work to provide more opportunities for M/WBEs to bid/quote*);
- (6) Whether the Contractor provided interested M/WBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract or adequate information about the locations of the plans, specifications, scope of work and requirements of the Contract (*such access shall be provided at least five (5) business days before bid date or proposal submission*);
- (7) Whether the Contractor fairly investigated and evaluated the interested M/WBEs’ regarding their capabilities, not rejecting M/WBEs as unqualified without sound reasons based on a thorough investigation. Also, whether the Contractor provided verification, including a statement giving the Contractor’s reasons for its conclusion, that it rejected each non-utilized M/WBE because the M/WBE was not qualified. Qualifications must be based on factors other than solely the amount of the M/WBE’s bid. A Contractor may not reject a M/WBE as being unqualified without sound reasons based on a reasonably thorough investigation and assessment of the M/WBE’s capabilities and expertise. (*Appropriate steps may be demonstrated with a summary matrix that identifies all bidders/proposers, evaluation criteria, assessments, conclusions and verifications*);
- (8) Whether the Contractor negotiated in good faith with interested M/WBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested M/WBE firms. Also, whether the Contractor provided written documentation why the Contractor and each of the M/WBEs contacted did not succeed in negotiating an agreement (*Good faith negotiation shall mean scheduled meaningful discussions that*

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- demonstrably seek to find reasonable ways to utilize the M/WBE on the contract);*
- (9) Whether the Contractor made efforts to assist interested M/WBEs in obtaining Board or Contractor-required bonding, lines of credit, insurance, etc.;
  - (10) Whether the Contractor made efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services;
  - (11) Whether the Contractor effectively used the services of available minority and women community organizations; chambers and contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs (*acceptable contact modes for solicitation shall be letters, facsimile transmissions, telephone communications and email, list(s) of M/WBEs identified, marketing brochure or flyers*);
  - (12) Whether the Contractor obtained written documentation from the Board's approved Surety Support Consultant, if applicable, or from a bona fide surety company indicating that bonding was denied and for what reason(s), prior to the M/WBE being rejected as a potential subcontractor for failing to obtain Contractor-required bonding. Documentation furnished by a surety company will be subject to verification by BDDD; and
  - (13) Whether other Contractors have attained a sufficient level of M/WBE participation to meet the Contract goals will also be taken into consideration in determining whether the Contractor has made a good faith effort.
- vii) BDDD will review not only at the different kinds of efforts that the Contractor has made but also the quantity and intensity of those efforts. Efforts that are merely pro-forma are not good faith efforts to meet the goal, even if they are sincerely motivated. BDDD will also consider if, given all relevant circumstances, the Contractor's efforts could reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal.
- viii) Whether or not the Contract Specific Goal has been met and/or whether there were sufficient good faith efforts is considered a matter of the Contractor's responsiveness. The requirement to submit documentation that the goal has been met or good faith efforts documentation has been submitted in the manner prescribed by BDDD is considered a matter of the Contractor's responsiveness. The Board will only award Contracts to Contractors determined to be responsive and responsible. If a Contractor fails to submit good faith efforts documentation with the bid or proposal, it waives the right to appeal the good faith efforts decision. The Vice President of BDDD or designee shall determine whether the Contractor made the required good faith efforts to meet the M/WBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.
- ix) If a Contractor desires a review of the Vice President of BDDD's decision, it shall file a written request for final reconsideration within two (2) business days after receipt of the decision to the Reconsideration Official:  
Executive Vice President  
Administration & Diversity  
P.O. Box 619428  
DFW Airport, TX 75261-9428
- As part of the reconsideration, the Contractor will have the opportunity to provide written documentation or argument concerning the issue of good faith.
- x) The Contractor has a continuing obligation as a covenant of performance to meet the M/WBE utilization to which it committed at Contract award, inclusive of change orders, amendments, and modifications. If the Contractor during Contract performance must replace a M/WBE for any reason, it must follow the provisions herein governing the substitution of M/WBEs and make documented good faith efforts to meet its original M/WBE contractual commitment.
- (1) Such good faith efforts during Contract performance must include, but are not limited to:
    - (a) Solicitation of M/WBEs that are certified in the applicable area of work or specialty;
    - (b) Providing interested M/WBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract;
    - (c) Fairly investigating and evaluating the interested M/WBEs' regarding their capabilities, not rejecting M/WBEs as unqualified without sound reasons based on a thorough investigation, and providing verification, including a statement giving the Contractor's reasons for its conclusion, that it rejected each non-utilized M/WBE

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- because the M/WBE was not qualified;
- (d) Negotiating in good faith with interested M/WBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested M/WBEs and providing written documentation why the Contractor and any of the M/WBEs contacted did not succeed in negotiating an agreement; and
  - (e) Effectively using the services of available minority and women community organizations; chambers and Contractor groups; local, State, and Federal business assistance offices, and other organizations that provide assistance in the identification of M/WBEs
- (2) A Contractor determined not to have made good faith efforts to meet its M/WBE contractual commitments may request administrative review and final reconsideration by the Vice President of BDDD. The Contractor may elect to meet in person to discuss whether the Contractor made good faith efforts in accordance with the Policies. BDDD's determination shall be final.
- d) COUNTING M/WBE PARTICIPATION**
- i) BDDD will evaluate each bid or proposal to determine the responsiveness of the bid or proposal to the Policies. In determining if a Contractor's committed levels of participation meet or exceed the solicitation's Contract Specific Goal, BDDD shall base its determination solely on the information provided in the bid or proposal document.
  - ii) Unless otherwise specified in the solicitation, all bids or proposals for the provision of Indefinite Delivery for a period of time and with no delineation of the dollar amount for specific on-call projects, the Contractor shall submit only the anticipated overall percentage of M/WBE contractual commitment and post award, submit a completed Compliance Plan for review and approval by the Vice President of BDDD.
  - iii) If a joint venture is proposed to meet the Contract Specific Goal or any portion thereof, the total value of the distinct and clearly defined portions of the work of the Contract that the M/WBE will perform with its own workforce, reflect its capital contribution, control, management and profits; and for which it is at risk will be counted.
  - iv) When calculating participation levels, percentages and dollar amounts for each M/WBE, the Contractor cannot round up in determining whether or not the total of these amounts meets or exceeds the Contract Specific Goal.
  - v) A M/WBE must be certified as a M/WBE by a Board-approved entity and have a place of business in the Airport's market area at the time of bid or proposal submission to be counted towards meeting the Contract Specific Goal. Other certifications are not acceptable.
  - vi) Post award, the Contractor may count towards its M/WBE contractual commitment a M/WBE that is certified during the performance of the Contract if the M/WBE is added to the Contract or substituted for a M/WBE pursuant to section herein.
  - vii) The Contractor may not count toward its M/WBE contractual commitment the dollar value of work performed by a M/WBE after it has ceased to be certified.
  - viii) M/WBE prime Contractors can count their self-performance toward meeting the M/WBE goal, but only for the scope of work and at the percentage level they will self- perform.
  - ix) When a M/WBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the M/WBE toward M/WBE goals.
  - x) A Contractor cannot count toward the Contract Specific Goal amounts paid to an affiliate subcontractor, as defined in 49 C.F.R. Part 16.5
  - xi) The Contractor shall count the entire amount of that portion of a Contract (or other Contract not covered by this section) that is performed by the M/WBEs own work forces. The Contractor may count the cost of supplies and materials obtained by the M/WBE for the work of the Contract, including supplies purchased or equipment leased by the M/WBE (except supplies and equipment the M/WBE subcontractor purchases or leases from the prime Contractor or its affiliate).
  - xii) The Contractor shall count toward the M/WBE goals the entire amount of fees or commissions charged by a M/WBE for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a Board Contract, provided it determines the fee to be

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- reasonable and not excessive as compared with fees customarily allowed for similar services.
- xiii) When a M/WBE subcontracts part of the work of its Contract to another firm, at any tier, the value of the subcontracted work may be counted towards the M/WBE goal only if the M/WBE's subcontractor is itself a M/WBE. Work that a M/WBE subcontracts to a non-M/WBE firm does not count toward M/WBE goals.
  - xiv) The Contractor will count expenditures to a M/WBE subcontractor toward the M/WBE goal only if the M/WBE is performing a commercially useful function on the Contract.
    - (1) A M/WBE performs a commercially useful function when it is responsible for execution of the work of the Contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the M/WBE must also be responsible, with respect to materials and supplies used on the Contract, for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and paying for the materials itself. To determine whether a M/WBE is performing a commercially useful function, the Contractor must evaluate the amount of the work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, the M/WBE credit claimed for its performance of the work, and other relevant factors.
    - (2) A M/WBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of M/WBE participation. In determining whether a M/WBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which M/WBEs do not participate.
    - (3) If a M/WBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Contract with its own work forces, or the M/WBE subcontracts a greater portion of the work of a Contract then would be expected on the basis of normal industry practice for the type of work involved, the Contractor must presume that it is not performing a commercially useful function.
    - (4) When a M/WBE is presumed not to be performing a commercially useful function as provided in this section, the M/WBE may present evidence to rebut this presumption. BDDD may determine that the firm is performing a commercially useful function given the type of work involved and normal industry practices.
  - xv) The Contractor shall use the following factors in determining whether a M/WBE trucking company is performing a commercially useful function:
    - (1) The M/WBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Contract, and there cannot be a contrived arrangement for the purpose of appearing to meet the M/WBE goal.
    - (2) The M/WBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.
    - (3) The M/WBE shall receive credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures, and operates using drivers it employs.
    - (4) The M/WBE may lease trucks from another M/WBE, including a owner-operator who is certified as a M/WBE. The M/WBE who leases trucks from another M/WBE shall receive credit for the total value of the transportation services the lessee M/WBE provides on the Contract.
    - (5) The M/WBE may also lease trucks from a non-M/WBE, including from an owner-operator. The M/WBE who leases trucks from a non-M/WBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The M/WBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a M/WBE.
    - (6) For purposes of this paragraph, a lease must indicate that the M/WBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the M/WBE, so long as the lease gives the M/WBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the M/WBE.



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- xvi) The Contractor shall count expenditures to M/WBEs for materials or supplies towards the M/WBE goal as follows:
- (1) M/WBE Manufacturer
    - (a) If the materials or supplies are obtained from a M/WBE manufacturer, count one hundred percent (100%) of the cost of the materials or supplies towards the M/WBE goal.
    - (b) For purposes of this paragraph, a manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
  - (2) M/WBE Regular Dealer
    - (a) If the materials or supplies are purchased from a M/WBE regular dealer, count sixty percent (60%) of the cost of the materials or supplies towards the M/WBE goal.
    - (b) For purposes of this section a regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
    - (c) A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.
- xvii) With respect to materials or supplies purchased from a M/WBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commission charges for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, towards the M/WBE goal, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. However, the Contractor shall not count any portion of the cost of the materials and supplies themselves toward M/WBE goals.
- xviii) If a M/WBE subcontractor is not certified at the time of the execution of the Contract, supplemental agreement or subcontract, the Contractor may not count the firm's participation toward the M/WBE goal until the firm is certified. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be M/WBE certified.
- xix) The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.
- xx) BDDD will count M/WBE participation where the M/WBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the M/WBE in joint venture. BDDD will allow the joint venture to count the total dollar value of the Contract equal to the distinct, clearly defined scope of the work of the Contract that the M/WBE joint venture partner performs with its own forces toward the M/WBE commitment and for which it is at risk.
- xxi) The Contractor shall not count the participation of a M/WBE subcontractor toward the goal until the amount has been actually paid to the M/WBE.
- xxii) The following expenditures to M/WBE firms may also count toward the M/WBE goal:
- (1) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services, and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Airport to be reasonable and not excessive as compared with fees customarily allowed for similar

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services.

- (2) The fees charged for delivery of material and supplies required on a job site (but not the cost of materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- (3) The fees of commission charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by BDDD to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **e) CERTIFICATION**

- i) In order to count the participation of M/WBEs towards the Contract goal, the M/WBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council or the Women's Business Council Southwest. Other certifications are not acceptable. A M/WBE that is certified by the Texas Unified Certification Program may be counted towards the goal.
- ii) In addition to having a valid certification from one of the entities listed above, the M/WBE must have a place of business in the Airport's market area at the time the firm is submitted for credit towards meet the M/WBE goal, which is defined as for purposes of these Special Provisions as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties. The M/WBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD.
- iii) **The Contractor must submit to BDDD a properly completed M/WBE Certification Certificate or letter, with all required attachments, for all M/WBEs proposed to be utilized as subcontractors or suppliers to meet the Contract goal at the time of bid/proposal submission.** The Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion. Such rejection shall be in writing and state the reason(s) for the rejection. A Contractor whose proposed certified firm is rejected for goal credit may request reconsideration of the rejection to the BDDD in writing. The request for reconsideration must be received by the BDDD within five (5) business days of the notification of rejection. BDDD's decision on the request shall be final.
- iv) A firm must be certified as a M/WBE at the time of bid or proposal submission to be counted towards meeting the goal for purposes of determining Contract award.
- v) Post award, a Contractor may count M/WBEs certified during the performance of the Contract towards its M/WBE contractual commitment once documentation confirming such certification is submitted to BDDD.
- vi) BDDD maintains a current listing of certified M/WBEs. Bidders and proposers must use its Directory to assist them in locating M/WBEs for the work required on the Contract. The M/WBE Directory is located at:  
<https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886>
- vii) M/WBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

### **f) M/WBE UTILIZATION FORMS AND RELATED DOCUMENTATION**

- i) Each Contractor must submit for all solicitations, bids or proposals, completed M/WBE utilization forms as outlined below to be considered responsive.
  - (1) Request for Proposals (RFP) or Request for Qualifications (RFP):
    - **Commitment to M/WBE Participation** must be submitted at the time of proposal submission.
    - **Preliminary Schedule of Subcontractors** must be submitted at the time of proposal submission.
    - **Certification Certificates** Copies of corresponding certification certificates must be attached to the Preliminary Schedule of Subcontractors.

## **Exhibit 6 – M/WBE Provisions**

- **Good Faith Effort Documentation**. If the Contractor fails to meet the M/WBE goal, this documentation must be submitted at the time of proposal submission.
- **Final Schedule of Subcontractors** shall be submitted with the best and final offer.
- **Intent to Perform as a Subcontractor** A signed and executed form for each M/WBE subcontractor identified on the Final Schedule of Subcontractors shall be submitted with the best and final offer.

OR

- (2) Request for Price Proposal for a task/delivery order under an Indefinite Delivery Contract:
- **Commitment to M/WBE Participation** must be submitted at the time of proposal submission.
  - **Compliance Plan** Post Contract award, submit to BDDD for review and approval.
  - **Final Schedule of Subcontractors** At the time that a delivery order price proposal is requested, the Final Schedule of Subcontractors must be submitted with the price proposal submission.
  - **Certification Certificates** Copies of corresponding certification certificates must be attached to the Final Schedule of Subcontractors.
  - **Intent to Perform as a Subcontractor** A signed and executed form for each M/WBE subcontractor identified on the Final Schedule of Subcontractors must be submitted with the final agreed-upon price proposal for each delivery order.
- ii) Any commitments to meet the M/WBE goal must be detailed on the **Commitment to M/WBE Participation** form included with the bid/proposal. This commitment includes the following:  
"The Contractor must maintain the M/WBE participation level to which it committed at Contract award throughout the performance of the Contract. A Contractor may not terminate for convenience a M/WBE subcontractor (or an approved substitute M/WBE firm) and then perform the work of the terminated subcontract with its own workforces, those of an affiliate, or any other firm without the prior written consent from BDDD. When a M/WBE subcontractor is terminated, or fails to complete its work on the Contract for any reason, the Contractor is required to make good faith efforts to substitute another M/WBE to fulfill its M/WBE contractual commitment."
- iii) The **Schedule of Subcontractors** form must list all subcontractors the Contractor intends to use in performing the work of the project, including non-M/WBEs, and detail the preliminary and/or final percentage and dollar commitment of the Contractor to M/WBE participation. Only M/WBEs identified and the levels of participation listed for each at the time of bid submission will be considered in determining whether the Contractor has met the goal. All M/WBEs must be properly certified under the guidelines of the CERTIFICATION section. Submission of the **Intent to Perform as a Subcontractor** form for each M/WBE shall constitute a representation by the Contractor to the Board that it believes the M/WBE to be certified as a M/WBE to perform the work as designated. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with the M/WBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.
- iv) If the M/WBE's information or status changes after the form has been submitted but prior to award of the Contract, the Contractor must immediately notify BDDD of the change and a written explanation for the change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. No change in M/WBE participation after bid submission, but prior to Contract award, may change, or be deemed to change, the Contractor's submitted bid amount. The Modification and Substitutions section of the Policies shall govern the modifications and substitutions of the M/WBEs that occur after Contract award.
- v) Except as authorized by BDDD, the Contractor shall enter into formal agreements with the M/WBEs listed on the **Final Schedule of Subcontractors and Intent to Perform as a Subcontractor** forms within ten (10) business days after receipt of the Contract executed by the Board or Notice Proceed executed by the Board. If requested, the Contractor must provide the BDDD copies of those agreements within five (5) business days of the written

## **Exhibit 6 – M/WBE Provisions**

request.

vi) Alternative Compliance Plan

- (1) When the project design is not complete or at a level of completeness allowing for final competitive pricing proposals, BDDD's may, in its sole discretion, require bidders or proposers for a construction or construction-related professional services Contract to submit a Compliance Plan in lieu of the above forms. The Compliance Plan shall be developed in accordance with the following requirements:
  - (a) BDDD may require separate goals for project professional services and for project construction services, or a project aggregate goal. The Compliance Plan may be required to address the project professional services goal and project the construction goal, only the project construction goal or any project aggregate goal in BDDD's discretion.
  - (b) The construction goal shall be expressed as a percentage of either the total amount of any lump sum construction Contract awarded to complete a project, or in the alternative, the total estimated "cost of the work" as that term is defined in any guaranteed maximum price Contract awarded to complete a project.
  - (c) The Airport department head shall provide a good faith estimate of the construction cost upon which a construction goal shall be set and the bidder or proposer must provide a refined estimate at the time of the submission of a proposed Compliance Plan, if the amount is not reflected in an executed Contract.
  - (d) After consultation with the Department head or a designated representative, BDDD shall establish a timetable for submittal and review of the proposed Compliance Plan.
  - (e) At BDDD's sole discretion, it may require submission and review of a proposed Compliance Plan during the solicitation process as a solicitation submittal requirement or after the conclusion of the solicitation process as a component of Contract negotiations and award. Failure to comply with the submittal timetable may, at BDDD's sole discretion, result in no further consideration of the proposed Compliance Plan and rejection of the proposal.
- (2) At a minimum, a proposed Compliance Plan must:
  - (a) Comply with the Policies, including affirming that BDDD shall have prompt, full and complete access to all bidder or proposer and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan and acknowledging the Board's right to withhold payment in the event of non-compliance and subject the Contractor to other sanctions pursuant to the Policies.
  - (b) Provide a detailed program for community outreach and support to enhance M/WBE opportunities.
  - (c) Provide a detailed program describing how the bidders or proposers will divide up the anticipated work into economically feasible units calculated to enhance M/WBE opportunities.
  - (d) Describe in detail how the bidders or proposers will make good faith efforts to meet the project goal, including work that the bidders or proposers would normally self-perform, and provide for review, reconciliation milestones and audit opportunities for BDDD.
  - (e) If the proposed Compliance Plan is based upon a phased or packaged buy out of the project construction work, the bidders or proposers will describe the process by which the bidders or proposers will address the project goal on a phased/ package or cumulative basis.
  - (f) Describe how the bidders or proposers will comply with the requirements herein as part of the subcontractor buyout of the construction work, including use of commitment forms, Schedule of Subcontractors, Intent to Perform and joint venture forms to adequately document committed participation attained.
  - (g) Contain a specific acknowledgement of the bidder's or proposer's continuing duty to meet the requirements of the Policies. The Compliance Plan must detail how the proposer will make good faith efforts to maintain its M/WBE commitments.
  - (h) Set forth how the bidders or proposers will comply with BDDD's online reporting system for tabulation of participation performance and plan administration and for

## **Exhibit 6 – M/WBE Provisions**

- monitoring and reporting progress and participation performance to BDDD.
- (i) Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.
  - (j) Set forth a detailed methodology for issuance of notice(s) of non-compliance to the bidder's or proposer's subcontractors with the Compliance Plan and a reasonable opportunity to cure.
  - (k) Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal and plan close out.
- (3) BDDD shall approve or initially reject, with comments, the proposed Compliance Plan. If the proposed Compliance Plan is rejected, the bidder or proposer may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the proposer to discuss any deficiencies that must be addressed in the revised Compliance Plan. If BDDD determines the revised Compliance Plan is insufficient to meet the requirements of the Policies, it shall notify the department head in writing of the rejection and the reasons for the rejection. BDDD's determination shall be final and result in no further consideration of the proposal or, in the event a Contract has been awarded, in withdrawal of the award for cause. In no event shall a Contract to construct a project be executed or continue without an approved Compliance Plan.
- g) PAYMENT**
- i) It is Board policy that all Contractor invoices submitted to it in compliance with the Contract will be paid by it within 30 days of its receipt.
  - ii) All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) in paying all sums, including retainage withheld from subcontractors, to subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities, including paying such persons or entities within 10 days of receiving payment from the Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Board may withhold from any subcontractor its undisputed appropriate share of such payment.
  - iii) No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Board from Contractor. Except for the Texas Prompt Pay Act requirement that a Contractor release retainage to a subcontractor within 10 days of that subcontractor's invoice for retainage, each Contractor must withhold/release retainage from/to each subcontractor in at least the same manner as retainage is withheld/released by the Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but not limited to mirroring the Board's treatment of retainage withheld/released to Contractor concerning the following subjects:
    - (1) the percentage amount of retainage withheld/released;
    - (2) the schedule for withholding/releasing retainage;
    - (3) the phased release of retainage according to any phased completion (substantial/final) of portions of the project;
    - (4) the optional cessation of withholding retainage prior to substantial/final completion of, or final payment for, the project (e.g. optional cessation when 50% of project is substantially complete, with an owner's right to resume withholding retainage upon the occurrence of certain events);
    - (5) the release of retainage prior to final payment, less an amount withheld to cover a percentage of the value of punch-list work required before final completion is certified (e.g. retention of 200% of the value of punch-list work pending certification of final completion).
  - iv) Each Contractor must address (and implement) in its subcontracts the subject of retainage so that each subcontractor is treated by the Contractor in the same manner as Board treats Contractor. Nothing in this provision precludes a Contractor from including in its subcontracts retainage provisions that are more favorable than those contained in the Contract between Board and Contractor, including, but not limited to, provisions withholding retainage at a lesser percentage rate, releasing retainage in part/whole earlier than retainage released by Board and/or withholding less retainage than Board withholds to cover the value of punch-list

## **Exhibit 6 – M/WBE Provisions**

- work required to be completed before final completion certification.
- v) DFW encourages all Contractors and their subcontractors, subconsultants, vendors, materialmen, suppliers and similar persons or entities to make payment of invoices submitted to them more expeditiously than required under the Texas Prompt Pay Act.
  - vi) Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.
  - vii) The Board may withhold progress payments until the Contractor demonstrates compliance with the payment terms of this Contract or applicable law, including withholding progress payments solely relating to monies payable to Contractor for work it self-performs or associated retainage.
  - viii) The Board may also exercise any other rights or remedies available to it under this Contract or applicable law if Contractor fails to comply with the payment terms of this Contract or applicable law.
  - ix) In an effort to remove the obstacle of the length of time for subcontractor payments on Board procurements, the Board has an Expedited Payment Policy for eligible Contractors that may elect to voluntarily participate in. This policy is applicable if a Contractor has been awarded a multi-year Contract for construction and/or maintenance services of at least \$10,000,000 in Contract value. The Expedited Payment program requires those eligible Contractors that voluntarily participate in the program to pay their subcontractors within seven (7) calendar days after receipt of the subcontractor's invoice. The Board would then pay interest and provide other incentives to the Contractor on eligible expedited payments according to the Expedited Payment Process and Policy. The terms for Expedited Payment will be negotiated prior to the issuance of the Notice to Proceed.
  - x) To ensure that the Contractor meets all its M/WBE contractual commitments, BDDD will review the Contractor's M/WBE utilization throughout the term of the Contract, including any term extensions of the original Contract period. If a Contract includes a M/WBE contractual commitment, the Contractor must report all M/WBE payments using the BDDD's online reporting system and submit a **Pay Period Activity Report (PPAR)** (with verifying information) concurrent with the Contractor's submission of payment requests with each invoice. The information reflected on the PPAR will be utilized to provide constant monitoring of the payments made to the M/WBE as well as non-M/WBE subcontractors in relation to the percentage of work performed. Failure to include a required PPAR form with the invoice utilizing the Board's online reporting system will result in the invoice being returned to the Contractor.
  - xi) Contract Close Out: To ensure that the Contractor meets all its M/WBE contractual commitments, BDDD will review the Contractor's M/WBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment. If a Contract includes a M/WBE contractual commitment, the Contractor must report all M/WBE payments using BDDD's online reporting system and submit **Final Pay Period Activity Report** (with verifying information) concurrent with the Contractor's submission of final payment request.
  - xii) BDDD encourages all Contractors that may have a dispute with any subcontractor to attempt to resolve such dispute through appropriate formal or informal alternative dispute resolution procedures, including, but not limited to, negotiation, mediation, collaborative law, arbitration and/or conciliation, prior to seeking BDDD's assistance in resolving the dispute. If any Contractor or subcontractor does seek BDDD's assistance, it may require them to first attempt to resolve their dispute through appropriate alternative dispute resolution procedures and to provide BDDD with evidence of their good faith attempts to resolve the dispute as a condition of further assistance from BDDD.
- h) MODIFICATIONS OR SUBSTITUTIONS**
- i) This Section applies to all subcontractor modifications, changes and substitutions under this Contract. The Contractor shall comply with this Section to the extent needed to achieve its M/WBE contractual commitment stated in its **Commitment to Minority/Women Business Enterprise (M/WBE) Participation** form.
  - ii) The Contractor understands that if change orders or any other Contract modifications are

## **Exhibit 6 – M/WBE Provisions**

- issued under the Contract, the Contractor has a continuing obligation to immediately inform BDDD in writing of any agreed upon increase or decrease in the scope of work of such Contract, regardless of whether such increase or decrease in scope of work has been reduced to writing at the time of notification.
- iii) The Contractor agrees that if change orders or other Contract modifications are issued under the Contract that include an increase in the scope of work whether by amendment, change order, force account or otherwise which increases or decreases the dollar value of the Contract, whether or not such change is within the scope of work designated for performance by a M/WBE at the time of Contract award, then such amendment, change order or other modification shall be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its M/WBE contractual commitment. If the Contractor is unable to meet its M/WBE contractual commitment, it must submit a **Request for Approval of Change to Final Schedule of Subcontractors**, must be approved in writing by BDDD.
  - iv) The Contractor cannot terminate or otherwise change the terms of its Final Schedule of Subcontractors prior to or after Contract award without the prior written consent of BDDD. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a M/WBE subcontractor with its own forces or those of an affiliate, a non-M/WBE or another M/WBE.
  - v) The Contractor must demonstrate good cause to terminate the M/WBE to the satisfaction of BDDD. Good cause includes the following circumstances:
    - (1) The listed M/WBE subcontractor fails or refuses to execute a written Contract.
    - (2) The listed M/WBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
    - (3) The listed M/WBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.
    - (4) The listed M/WBE is ineligible to work on Airport projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations.
    - (5) BDDD has determined that the listed M/WBE subcontractor is not a responsible Contractor.
    - (6) The listed M/WBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
    - (7) The listed M/WBE subcontractor is ineligible to receive to receive credit for the type of work required.
    - (8) The M/WBE owner dies or becomes disabled with the result that the listed M/WBE subcontractor is unable to complete its work on the Contract.
    - (9) Other good cause as determined in BDDD's sole discretion, Good cause does not include where the Contractor seeks to terminate a M/WBE it relied upon to obtain the Contract so that the Contractor can self-perform the work or substitute another M/WBE or non-M/WBE subcontractor to perform the work for which the M/WBE was engaged or listed on the **Final Schedule of Subcontractors**.
  - vi) The Contractor must give the M/WBE notice in writing, with a copy to BDDD, of its intent to request to terminate and/or substitute, and the detailed reasons for the request. The Contractor and the M/WBE must attempt to negotiate a resolution of the situation, and if the negotiation is unsuccessful, the Contractor must document this effort before the Contractor seeks BDDD's approval to substitute the M/WBE.
  - vii) Contractors must meet the above criteria and process before requesting prior written approval of any material change in the ownership, control, duties, functions and responsibilities of any M/WBE. The Contractor cannot make any changes to the **Final Schedule of Subcontractors** without the prior written consent of BDDD.
  - viii) If the Contractor proposes to terminate or substitute a M/WBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute M/WBE subcontractor for the original M/WBE to meet its M/WBE contractual commitment. Its good faith efforts shall be directed at finding another M/WBE to perform or provide at least the same amount of work, material or service under the Contract as the original M/WBE to the extent necessary to meet its M/WBE contractual commitment. The Contractor may also find

## **Exhibit 6 – M/WBE Provisions**

additional M/WBEs and/or adjust the current/projected M/WBE participation to meet its M/WBE contractual commitment.

- ix) The Contractor must submit an **Intent to Perform as a Subcontractor** form for each proposed new M/WBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor's documented compliance with these provisions.
  - x) All changes to the **Schedule of Subcontractors** form must be submitted for review and approval through the **Request for Approval of Change to Final Schedule of Subcontractors** form when adding, changing, or deleting any subcontractor.
  - xi) If the Contractor does not comply with these provisions relating to the modification or termination of, and/or substitution for a M/WBE subcontractor, the Board may elect to apply Contract remedies as described in the Policies.
- i) **COMPLIANCE AND ENFORCEMENT**
- i) These Compliance and Enforcement Provisions address the additional contractual remedies available to Board as a result of Contractor's failure to comply with the obligations set forth in the M/WBE Program requirements. The contractual remedies set forth in the M/WBE Program are also applicable to the Contractor's failure to comply with the Program requirements, as well as any remedies available at law or in equity. These remedies are not intended to apply to Contractor's failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Board's recovery of its actual damages for such unrelated breaches.
  - ii) The Contractor must forward all necessary documents and information during the course of performance under this Contract and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for M/WBE participation on the Contract.
  - iii) BDDD is empowered to receive and investigate complaints and allegations by M/WBEs, third parties or Board Staff, or to initiate its own investigations, regarding Contractor's compliance with the Program requirements. If BDDD determines that an investigation is warranted, the Contractor must fully cooperate with the investigation and provide complete, truthful information to the Board concerning the investigation and Contractor's compliance with the Program requirements.
  - iv) The failure of the Contractor to meet the M/WBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Board to exercise any remedy available in this Contract, the Program requirements or applicable law.
  - v) The Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor's performance of the Program requirements to the Board's Department of Audit Services or to any applicable enforcement agency, including the State Attorney General's Office and appropriate federal law enforcement authorities.
  - vi) If Contractor is in breach of any of the Program requirements, the Board may exercise any of following remedies, in addition to any other remedies available to it under this Contract or at law or in equity:
    - (1) withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;
    - (2) temporarily suspending, at no cost to DFW, Contractor's performance under the Agreement/Contract;
    - (3) termination of the Agreement/Contract;
    - (4) suspension/debarment, in accordance with applicable law, of Contractor for a period of time from participating in any solicitations issued by DFW for severity of breach of Contract.
  - vii) With respect to M/WBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.



**Exhibit 7 – Commitment to Minority/Women Owned Business Enterprise  
Participation Form**

USE FORM SUBMITTED WITH SOQ