

SMALL BUSINESS ENTERPRISE (SBE) SPECIAL CONTRACT PROVISIONS

Notification is hereby given that an SBE Contract Specific Goal has been established for this Contract. The Contractor/vendor has committed to percent (%) SBE 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

1. It is the policy of the Dallas/Fort Worth International Airport Board of Directors ("Airport Board") to support the growth and development of Small Business Enterprises ("SBE") that can successfully compete for Airport general goods and services (professional and non-professional) and construction services under \$1 million prime contracting and subcontracting opportunities.
2. 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 Airport 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.
3. It is the policy of the Airport Board to ensure non-discrimination in the award and administration of Airport Board Contracts. Consequently, the Contractor must fully comply with the requirements of the Airport Board's Small Business Enterprise Program Policies and Administrative Procedures in proposing and performing hereunder.
4. 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 Airport Board's SBE Policy and Administrative Procedures. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Airport 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 Airport Board under this Contract.
5. The Business Diversity & Development Department ("BDDD") is responsible to ensure compliance with the Airport Board's SBE Policy and Administrative Procedures. BDDD has the mission to proactively facilitate and maximize business and capacity building opportunities for SBEs by collaborating with internal customers and implementing effective innovative programs and approaches for prime and subcontracting opportunities.
6. The Contractor specifically agrees to comply with all applicable provisions of the Airport Board's SBE Policy and Administrative Procedures and any amendments thereto. SBE and Non-SBE subcontractors also agree to comply with all

applicable provisions of the Airport Board's SBE Policy and Administrative Procedures ("Policies"). BDDD and or the Airport Board may make changes to the existing policy, procedures and contract provisions. Any future changes supersede past policies, procedures, contract provisions. The Contractor and subcontractors are responsible to be aware of future changes.

7. The Contractor shall maintain records, as specified in the Audit and Records Section of the Special Provisions in the Contract, showing:
 - a. Subcontract/supplier awards, including awards to SBEs;
 - b. Specific efforts to identify and award such Contracts to SBEs, such as when requested copies of executed Contracts with SBEs to establish actual SBE project participation.

B. ADMINISTRATIVE REQUIREMENTS

1. 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.
2. The Contractor shall appoint a high-level official to administer and coordinate the Contractor's efforts to carry out its SBE contractual commitments.
3. The Contractor agrees to submit monthly reports of payments and subcontract and/or supplier awards to SBEs and Non-SBEs in such form and manner and at such times as the Airport Board shall prescribe.
4. The Contractor shall provide BDDD access to all books, records, accounts and personnel in accordance with the Audit and Records section of these Special Provisions. Such access will be used for, among other purposes, determining SBE participation and compliance with the Policies. All Contractors may be subject to interim and post-contract SBE 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

1. Determining Responsive, Non-Responsive and Good Faith Efforts (Pre-Award)
 - a. 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.
 - i. 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.

- ii. 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 Board.
- b. 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 SBE 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 SBE 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 SBE goal. This good faith effort documentation must be submitted with the Contractor's bid or proposal.
- c. For Contracts awarded using the procurement methods of Indefinite Delivery, Job Order Contract, Construction Management-at-Risk or Design Build, a Compliance Plan is required to address the Contract Specific Goal and the utilization of SBEs 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.
- d. 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.
- e. 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. The following factors are taken into account when assessing whether a Contractor made good faith efforts to meet the Contract Specific Goal. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the Contract Specific Goal. These factors should not be considered as a template, checklist or some quantitative formula. A Contractor is required to meet all factors outlined below and provide support documentation in order for good faith efforts to be assessed. Mere pro forma efforts are not good faith efforts to meet the Contract Specific Goal. This means that a Contractor must show that it took all necessary and reasonable steps to achieve a Contract Specific Goal, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the Contract Specific Goal, even if they were not fully successful. 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 Airport Board will evaluate the good faith efforts on quality, quantity, and intensity of the different kinds of

efforts that the Contractor has made based on the regulations and the guidance in 49 C.F.R. part 26. NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT. Contractors are not limited to these particular areas and may include other efforts deemed appropriate. Complete the Commitment to SBE Participation form and attach support documentation only if the Contract Specific Goal is not achieved. For additional guidance concerning good faith efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 Part 26, Appendix A). The required SBE good faith efforts are set forth below:

- i. Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified SBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all SBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the SBE directory) and which are located in the area or surrounding areas of the project. *The Contractor should solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the SBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.*
- ii. Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
- iii. Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- iv. Negotiating in good faith with interested SBEs. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the

work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.

- v. Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. *A prime contractor's inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote.*
- vi. Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- vii. Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- viii. Effectively using the services of available community organizations; small/minority/women contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.

- ix. At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each SBE and non-SBE subcontractor quote submitted to the bidder when a non-SBE subcontractor was selected over a SBE for work on the contract to review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

- f. 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 SBE participation sufficient to meet the goal.

- g. 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 Airport 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 SBE Contract goal and, if not, shall recommend that the Contractor be deemed non-responsive.

- h. If a Contractor, that has submitted good faith efforts documentation, desires a review of BDDD's decision, it must file a written request for an appeal within two (2) business days after receipt of the written decision to the following Reconsideration Official:

Executive Vice President
Administration & Diversity
P.O. Box 619428
DFW Airport, TX 75261-9428

- i. As part of the reconsideration, the Contractor will have the opportunity to meet in person with the Reconsideration Official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. The Contractor will also have the opportunity to provide written documentation or argument concerning the issue of good faith. Arguments, evidence, and documents supporting the basis for the

appeal must be received no later than five (5) business days after the notice of appeal is filed. The Reconsideration Official's decision shall be made based solely on the entire administrative record presented with the original good faith efforts documentation. No new additional information or documentation can be provided or allowed for review. The Reconsideration Official will issue a final written decision in response to the appeal.

2. SBE Commitment Modification Due to Change in Scope of Work (Post Award)
 - a. The Contractor has a continuing obligation as a covenant of performance to meet the SBE utilization to which it committed at Contract award, inclusive of change orders, amendments, and modifications. If the Contractor during Contract performance is not able to meet its original SBE commitment, due to changes to the scope of work made by the Airport Board, the Contractor must notify BDDD immediately to request a Goal Modification.
 - b. Such good faith efforts during Contract performance must include, but are not limited to:
 - i. Solicitation of SBEs that are certified in the applicable area of work or specialty;
 - ii. Providing interested SBEs with adequate information about the plans, specifications, scope of work and requirements of the Contract;
 - iii. Fairly investigating and evaluating the interested SBEs' regarding their capabilities, not rejecting SBEs 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 SBE because the SBE was not qualified;
 - iv. Negotiating in good faith with interested SBEs regarding price, using good business judgment and not rejecting reasonable quotes from interested SBEs and providing written documentation why the Contractor and any of the SBEs contacted did not succeed in negotiating an agreement; and
 - v. 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 SBEs
 - c. Modified good faith efforts must be demonstrated to be meaningful and not merely for formalistic compliance with this requirement. The scope and intensity of the efforts will be considered in determining whether the bidder or proposer has achieved a good faith effort.
 - d. A Contractor determined not to have made good faith efforts to meet its SBE 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 SBE PARTICIPATION

1. 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.
2. 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 SBE will perform with its own workforce, reflect its capital contribution, control, management and profits; and for which it is at risk will be counted.
3. When counting the SBE participation on bids with charged reimbursable expenses, deductive or add alternatives, the responsiveness determination shall be based on the base bid. Contractors, however, are strongly encouraged to include SBE participation on add alternates and charged reimbursable expenses when feasibly possible. Any participation achieved on add alternates and charged reimbursable expenses will be credited towards the SBE goal.
4. When calculating participation levels, percentages and dollar amounts for each SBE, the Contractor cannot round up in determining whether or not the total of these amounts meets or exceeds the Contract Specific Goal.
5. A Contractor cannot require an SBE subcontractor to enter into an exclusive arrangement for purposes of submitting its bid or proposal or require the SBE subcontractor to enter into a non-compete arrangement post award
6. Post award, the Contractor may count towards its SBE contractual commitment a SBE that is certified by an approved entity during the performance of the Contract if the SBE is added to the Contract or substituted for a SBE pursuant to SBE SUBSTITUTIONS OR TERMINATIONS section herein.
7. The Contractor may not count toward its SBE contractual commitment the dollar value of work performed by a SBE after it has ceased to be certified as an SBE.
8. SBE prime Contractors can count their self-performance toward meeting the Contract Specific Goal, but only for the scope of work and at the percentage level they will self- perform.
9. SBE prime Contractors cannot count their self-performance in lieu of meeting an SBE subcontracting commitment made at the time of contract award.
10. When a SBE participates in a Contract, the Contractor shall count only the value of the work actually performed by the SBE toward the Contract Specific Goal.

11. All SBE contractors, subcontractors, joint ventures, suppliers, manufacturers, manufacturer's representatives, or brokers listed in the bid or proposal must actually perform a commercially useful function in the work of a contract within the area(s) for which they are certified, and must not act as a conduit. In no case, however, shall an SBE act as a conduit, nor shall the participation of an SBE count toward the goal to the extent it fails to perform a commercially useful function.
12. When a Contractor utilizes an SBE staffing service to perform work and the employees of the staffing firm are Contract employees that do not receive paid benefits, the Contractor shall count only the amount of fees or commissions charged by the staffing service for providing labor force.
13. A Contractor cannot count toward the Contract Specific Goal amounts paid to an affiliate subcontractor, as defined in the SBE Program Policy and Administrative Procedures, Glossary of Definitions.
14. 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 SBEs own work forces. The Contractor may count the cost of supplies and materials obtained by the SBE for the work of the Contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime Contractor or its affiliate).
15. When a SBE 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 SBE goal only if the SBE's subcontractor is itself a SBE. Work that a SBE subcontracts to a non-SBE does not count toward SBE goal.
16. The Contractor will count expenditures to a SBE subcontractor toward the SBE goal only if the SBE is performing a commercially useful function on the Contract.
 - a. A SBE 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 SBE 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 SBE 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 SBE credit claimed for its performance of the work, and other relevant factors.
 - b. A SBE 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 SBE participation. In determining whether a SBE is such an extra participant, the Contractor must examine, among other relevant factors, similar transaction, particularly those in which SBEs do not participate.

- c. If a SBE 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 SBE subcontracts a greater portion of the work of a Contract than 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.
 - d. When a SBE is presumed not to be performing a commercially useful function as provided in this section, the SBE 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.
17. The Contractor shall use the following factors in determining whether a SBE trucking company is performing a commercially useful function:
- a. The SBE 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 SBE goal.
 - b. The SBE must itself own and operate at least one fully licensed, insured and operational truck used on the Contract.
 - c. The SBE 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.
 - d. The SBE may lease trucks from another SBE, including a owner-operator who is certified as a SBE. The SBE who leases trucks from another SBE shall receive credit for the total value of the transportation services the lessee SBE provides on the Contract.
 - e. The SBE may also lease trucks from a non-SBE, including from an owner-operator. The SBE who leases trucks from a non-SBE is entitled to a credit only for the fee or commission it receives as a result of the lease arrangement. The SBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a SBE.
 - f. For purposes of this paragraph, a lease must indicate that the SBE 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 SBE, so long as the lease gives the SBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the SBE.
18. Suppliers: A supplier may be a regular dealer, manufacturer, manufacturer's representative or broker. The Contractor shall count expenditures to SBEs for materials or supplies towards the SBE goal as follows:
- a. On Airport Board contracts of less than five million dollars (\$5,000,000.00), at the time of bid openings or proposal selection, one

hundred percent (100%) of the value of the commercially useful function performed by an SBE supplier on such contract shall be counted toward the SBE goal.

- b. On Airport Board contracts of five million dollars (\$5,000,000.00) or more, at the time of bid opening or proposal selection, sixty percent (60%) of the value of the commercially useful function performed by an SBE supplier on such contract shall be counted toward the SBE goal.
19. If a SBE 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 SBE goal until the firm is certified. Counting of participation is not retroactive. Additionally, the Contractor shall not count the dollar value of work performed under a Contract with a firm after it has ceased to be SBE certified.
20. The Airport Board reserves the right to reject the participation of a certified firm for credit towards meeting the Contract goal, in its sole discretion.
21. The Contractor shall not count the participation of a SBE subcontractor toward the goal until the amount has been actually paid to the SBE.
22. The following expenditures to SBEs may also count toward the SBE goal:
 - a. 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 Board to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - b. 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.
 - c. 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.
23. Joint Ventures: The Airport Board shall encourage where economically feasible joint ventures to encourage prime contracting opportunities for SBEs on all eligible Contracts, including commercial development agreements.
 - a. If a Contractor engages in a joint venture to satisfy its SBE commitment, BDDD shall review all contractual agreements or other pertinent documents regarding:

- i. The initial capital investment of each venture partner;
 - ii. The proportional allocation of profits, losses and risks to each venture partner;
 - iii. The sharing of the right to control the ownership and management of the joint venture;
 - iv. Actual participation of the venture partners in the performance of the Contract;
 - v. The method of and responsibility for accounting;
 - vi. The methods by which disputes are resolved; and
 - vii. Other pertinent joint venture factors.
- b. A draft of the proposed joint venture agreement must be submitted with the bid or proposal to BDDD for its approval in writing. BDDD shall determine the degree of SBE participation resulting from the joint venture that may be credited towards the Contract Specific Goal.
- c. BDDD will count SBE participation where the SBE or joint venture partner performs a portion of work on the Contract and the percentage of ownership or equity of the SBE in a joint venture. BDDD will allow the joint venture to count the portion of the total dollar value of the Contract equal to the distinct, clearly defined portion of the work of the Contract that the SBE joint venture partner performs with its own forces toward the SBE commitment and for which it is at risk.
- d. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.
- e. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

24. Teaming Agreements

- a. If the bidder or proposer submits a teaming agreement that includes one (1) or More SBEs, the value of the commercially useful function to be performed by the SBEs in the teaming agreement as the distinct, clearly defined portion of the work of the teaming agreement that the SBE performs with its own forces or for which it is separately at risk shall count toward satisfaction of the project goal. The teaming agreement is subject to review and approval by the BDDD, and the teaming agreement shall be provided to BDDD at least ten (10) days prior to the date of bid opening or the date of final project-specific proposal, in the case of a competitive selection process unless

- otherwise set forth in the request for bids or proposals, as required by BDDD. Teaming agreement participation will count toward the satisfaction of the project goal upon confirmation by the BDDD of the utilization in the teaming agreement arrangement and full integration of work forces by the teaming agreement parties.
- b. BDDD will establish prior to issuing the request for bids or the request for proposals any criteria to evaluate the use of teaming agreements for the project. As to each teaming agreement under this Section, a written teaming agreement must be completed by all parties to the teaming agreement and executed, which clearly delineates the rights and responsibilities of each teaming party, complies with any requirements of the BDDD department as set forth in the bid documents or otherwise, and provides that the teaming agreement shall continue for, at a minimum, the duration of the project.
 - c. BDDD shall review and approve all contractual agreements regarding the terms and provisions of each teaming agreement prior to the award of a contract, including agreements pertaining to:
 - i. Actual participation of the teaming members on the project;
 - ii. The high value work to be performed by the teaming members;
 - iii. The method by which disputes are resolved; and
 - iv. Any additional or further information required by BDDD as set forth in the bid documents or otherwise.
 - d. Teaming parties may submit agreements for pre-approval no later than ten (10) calendar days prior to the date set for receipt of bids or proposals on a project, but in no event later than designated in the bid documents or requests for proposals. A bid or proposal submitted by a teaming relationship that does not include a satisfactory written teaming agreement as applicable, in accordance with the requirements of this Section shall be deemed non-responsive and rejected.
 - e. The teaming parties shall provide the BDDD access to review all records pertaining to teaming agreements before and after the award of a contract in order to reasonably assess compliance with the policy and procedures.
 - f. If, after the award of a contract to a team, any member of the team believes that the terms and conditions of the agreement as approved by BDDD have not been complied with, then such member may seek review and mediation of such agreement before the Vice President of BDDD. The request for review must be made in writing.
 - g. In the event that the mediation with the Vice President, does not resolve all disputes, the Vice President of BDDD shall have the option of referring mediation proceedings to a qualified outside mediator, the costs to be borne by the interested parties.

25. The parties shall provide all records pertaining to the joint venture or teaming arrangement before and after the award of a Contract reasonably necessary to access compliance with these requirements, including but not limited to, certification and financial records.

E. CERTIFICATION

1. In order to count the participation of SBEs towards the Contract goal, the SBE must be certified by the North Central Texas Regional Certification Agency (NCTRCA), DFW Minority Supplier Development Council, Women's Business Council Southwest, Small Business Administration 8(a) Program or the Texas Department of Transportation (TxDOT). Note: TxDOT only certifies for TxDOT highway construction and maintenance projects, not for DFW Airport projects.)
2. In addition to having a valid certification from one of the entities listed above, the SBE must have a place of business in the Airport Board's market area at the time the bid or proposal is submitted for credit towards meet the SBE goal, which is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.
3. The SBE must provide any requested documentation to establish its place of business to the satisfaction of BDDD. Use of a P.O. Box address, another person's or firm's office space, virtual offices or staffing services are not considered a place of business.
4. Affiliate/Affiliation: Regardless of certification by a recognized agency, the SBE must be an independent business and not an affiliate of any other business. Affiliate means any business entity that is affiliated with an SBE or with owners of such SBE or any other business enterprise. Business enterprises are affiliates of each other when:
 - a. One either directly or indirectly, through one or more intermediaries, controls or has the power to control the other; or
 - b. A third party or parties controls or has the power to control both; or
 - c. Other relationships or identity of interests between or among parties exist such that affiliation may be found.
 - d. Concerns and entities are affiliates of each other when one controls or has the power to control the other, or a third party or parties controls or has the power to control both. It does not matter whether control is exercised, so long as the power to control exists.
 - e. *Affiliation based on identity of interest.* Affiliation may arise among two or more persons with an identity of interest. Individuals or firms that have identical or substantially identical business or economic interests (such as family members, individuals or firms with common investments, or firms that are economically dependent through contractual or other relationships) may be treated as one party with such interests aggregated.
 - f. Firms owned or controlled by married couples, parties to a civil union,

parents, children, and siblings are presumed to be affiliated with each other if they conduct business with each other, such as subcontracts or joint ventures or share or provide loans, resources, equipment, locations or employees with one another.

5. The Airport Board in its sole discretion shall determine whether an applicant is an independent business.
6. The Contractor must submit to BDDD a properly completed SBE Certification Certificate or letter, with all required attachments, for all SBEs proposed to be utilized as subcontractors or suppliers to meet the Contract Specific Goal at the time of bid/proposal submission. The Airport 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 two (2) business days of the notification of rejection. BDDD's decision on the request shall be final.
7. A firm must be certified as a SBE at the time of bid or proposal submission to be counted towards meeting the goal for purposes of determining Contract award.
8. Dollars paid to a firm prior to them obtaining an approved certification are not retroactive.
9. BDDD maintains a listing of certified firms that have expressed an interest in doing business with the Airport Board or are currently doing business with the Airport Board. The directory is not a certification database. Certifications listed are provided by third-party service providers. Bidders and proposers may use its Directory to assist them in locating SBEs for the work required on the Contract however the certifications should be verified through the approved certification agency.
 - The SBE Directory is located at:
<https://dfw.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp?TN=dfw&XID=5886>
10. SBE certification does not constitute a representation or warranty as to the qualifications or capabilities of any certified firm.

E. PRE-AWARD COMPLIANCE PROCEDURES

1. SBE Utilization Forms and Related Documentation
 - a. Each Contractor must submit for all solicitations, bids or proposals, completed SBE utilization forms as outlined below to be considered responsive. If the Contract Specific Goal is 0% and no SBE participation is proposed, including no SBE self-performance, the required forms should be noted as "Not Applicable".
2. Request for Bids (RFB) – General Goods and Services

- **Commitment to SBE Participation** must be submitted at the time of bid submission.
 - **Final Schedule of Subcontractors** must be submitted at the time of bid submission.
 - **Certification Certificates** must be submitted at the time of bid submission for each SBE listed on the Final Schedule of Subcontractors.
 - **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each SBE listed on the Final Schedule of Subcontractors.
 - **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.
3. Request for Bids (RFB) – Construction Services under \$1MM
- **Commitment to SBE Participation** must be submitted at the time of bid submission.
 - **Preliminary Schedule of Subcontractors** must be submitted at the time of bid submission.
 - **Certification Certificates** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
 - **Intent to Perform as a Subcontractor** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
 - **Good Faith Effort Documentation** must be submitted at the time of bid submission if the Contractor fails to meet the Contract Specific Goal.
 - **Final Schedule of Subcontractors** shall be submitted within three (3) business days from the date of the bid opening or with the bid verification.
4. Request for Proposals (RFP)
- **Commitment to SBE 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** must be submitted at the time of bid submission for each SBE listed on the Preliminary Schedule of Subcontractors.
 - **Intent to Perform as a Subcontractor** must be submitted at the time of proposal submission for each SBE listed on the Preliminary Schedule of Subcontractors.
 - **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
 - **Final Schedule of Subcontractors** must be submitted with the best and final offer and prior to processing an Official Board Action.
5. Request for Proposal (RFP) - Indefinite Delivery, task/delivery order
- **Commitment to SBE Participation** must be submitted at the time of proposal submission.
 - **Compliance Plan** must be submitted at the time of proposal submission.

- **Certification Certificate for Prime** must be submitted at the time of proposal submission if a certified Prime is claiming credit for self-performance.
 - **Good Faith Effort Documentation** must be submitted at the time of proposal submission if the Contractor fails to meet the Contract Specific Goal.
 - **Final Schedule of Subcontractors** must be submitted with each price proposal when a delivery order price proposal is requested from the Contracting Department.
 - **Certification Certificates for Subcontractors** must be submitted with the Final Schedule of Subcontractors for each SBE listed on the Schedule.
 - **Intent to Perform as a Subcontractor** must be submitted with the final agreed-upon price proposal for each delivery order for each certified subcontractor.
6. Any commitments to meet the Contract Specific Goal must be detailed on the **Commitment to Small Business Enterprise (SBE) Participation** form included with the bid/proposal. Submission of the form shall constitute a representation by the Contractor to the Airport Board that it commits to maintain the SBE participation level to which it committed to at the time of Contract award throughout the performance of the Contract.
7. The **Schedule of Subcontractors** form must list all subcontractors and suppliers the Contractor intends to use in performing the work of the project, including non-SBEs, and detail the preliminary and/or final percentage and dollar commitment of the Contractor to SBE participation. Only certified SBEs identified and the levels of participation listed for each at the time of bid/proposal submission will be considered in determining whether the Contractor has met the Contract Specific Goal. All SBEs must be properly certified under the guidelines of the CERTIFICATION section. Modifications, substitutions or termination of the SBEs identified must follow the guidelines of the SBE SUBSTITUTIONS OR TERMINATIONS section.
8. Submission of the **Intent to Perform as a Subcontractor** form for each SBE shall constitute a representation by the Contractor to the Airport Board that it believes such SBE to be certified as a SBE to perform the work as designated, the SBE has a place of business in the Airport Board's market area and the SBE is not affiliate with the Contract as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such SBE for the work described at the approximate price and percentage set forth in the **Intent to Perform as a Subcontractor** form.
9. The Contractor shall enter into formal agreements with the SBE firms for work as indicated on the **Final Schedule of Subcontractors** and **Intent to Perform** forms within 10 (ten) business days after receipt of the Contract executed by the Airport Board or Notice to Proceed executed by the Airport Board. The Contractor, if requested, shall provide to BDDD copies of those agreements within 5 (five) business days of execution. The Airport Board reserves the right to review selected agreements at random.
10. If the SBE subcontractor information or status changes after the forms have been submitted but prior to award of the Contract (pre-award), the Contractor must immediately notify BDDD of the changes and a written explanation for the

change by submitting a **Request for Approval of Change to Final Schedule of Subcontractors** form. No change in SBE participation after bid submission, but prior to Contract award, may change, or be deemed to change, the Contractor's submitted bid amount.

11. Post award, any substitution or termination of SBEs that occur after Contract award, must be processed using the Airport Board's Diversity Management System and follow the SBE Policy and Administrative Procedures stated in Section XII. CONTRACT SPECIFIC COMMITMENT MODIFICATIONS OR SBE SUBSTITUTIONS.
12. Contractors must appoint and designate to BDDD a high-level official to administer and coordinate its contractual SBE commitments.
13. Alternative **Compliance Plan**
 - a. Bids/Proposals with 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 SBE contractual commitment and a completed Compliance Plan at the time of bid/proposal submission to demonstrate compliance with the policy and procedures.
 - b. For contracts and/or proposals that are not determined to utilize a Compliance Plan and that do not delineate the dollar amount of a specific project, the bidder or proposer need list only the anticipated percentage of participation of SBEs rather than specific dollar amounts.
 - c. The Compliance Plan shall be developed in accordance with the following requirements:
 - 1) BDDD may require separate Contract Specific Goals for professional services and for construction services, or set a project aggregate Contract Specific Goal. The Compliance Plan may be required to address the professional services goal and the construction services goal, one or the other, or any project aggregate goal in BDDD's discretion.
 - 2) The professional services and/or construction services goal shall be expressed as a percentage of either the total amount of any lump sum 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.
 - 3) Submission and review of a Contractor's proposed Compliance Plan will occur as a solicitation submittal requirement. Failure to comply with the submittal timetable may result in no further consideration of the proposed Compliance Plan and rejection of the proposal.
 - d. At a minimum, a proposed Compliance Plan must:

- 1) Comply with the SBE Policy and Administrative Procedures, including affirming that BDDD shall have prompt, full and complete access to all Contractor and subcontractor personnel, books and records required to monitor and assure performance of the approved Compliance Plan. The Contractor must acknowledge the Airport Board's right to impose monetary penalties and/or withhold payment in the event of non-compliance and subject the Contractor to sanctions pursuant to the SBE Policy and Administrative Procedures.
- 2) Provide a detailed program for community outreach and support to enhance SBE opportunities.
- 3) Provide a detailed program describing how the Contractor will divide up the anticipated work into economically feasible units calculated to enhance SBE opportunities.
- 4) Describe in detail how the Contractor will make good faith efforts to meet the project goal(s), including work that the Contractor would normally self-perform, and provide for review, reconciliation milestones and audit opportunities for BDDD.
- 5) If the proposed Compliance Plan is based upon a phased or packaged buy out of the projected construction work, the Contractor will describe the process by which it will address the project goal(s) on a phased/ package or cumulative basis.
- 6) Describe how the Contractor 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.
- 7) Contain a specific acknowledgement of the Contractor's continuing duty to meet the requirements of the SBE Policy and Administrative Procedures. The Compliance Plan must detail how the Contractor will make good faith efforts to maintain its SBE commitments.
- 8) Set forth how the Contractor will comply with BDDD's Diversity Management System for tabulation of participation performance and plan administration and for monitoring and reporting progress and participation performance to BDDD.
- 9) Recommend methods for supporting BDDD administration and oversight of the Compliance Plan.
- 10) Set forth a detailed methodology for issuance of notice(s) of non-compliance to the Contractor's subcontractors with the Compliance Plan and a reasonable opportunity to cure.
- 11) Set forth a detailed methodology for final reconciliation of participation performance, measured against the established goal(s) and Compliance Plan close out.

- e. BDDD shall approve or reject the proposed Compliance Plan. If the proposed Compliance Plan is rejected, BDDD will provide rejection comments and the Contractor may submit a revised Compliance Plan by a date set by BDDD. BDDD in its sole discretion may meet with the Contractor 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 SBE Policy and Administrative Procedures, it 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 Board. In no event shall a Contract to construct a project be awarded, executed or continue without an approved Compliance Plan.

G. PAYMENT

- 1. Monitoring Contractual Commitments and Payments to SBEs
 - a. It is Airport Board policy that all Contractor invoices in compliance with Contract payment terms and conditions be paid within 30 days of receipt.
 - b. All Contractors must comply with the Texas Prompt Pay Act (Chapter 2251; Texas Government Code) 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 Airport Board their appropriate share of such payment. No Contractor that has received payment of an undisputed amount from the Airport Board may withhold from any subcontractor its undisputed appropriate share of such payment.
 - c. No Contractor may withhold retainage from any subcontractor at a higher percentage rate than retainage is withheld by the Airport 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 Airport Board from/to Contractor (and must include provisions in its subcontracts ensuring this), including, but not limited to mirroring the Airport Board's treatment of retainage withheld/released to Contractor concerning the following subjects:
 - i. the percentage amount of retainage withheld/released;
 - ii. the schedule for withholding/releasing retainage;
 - iii. the phased release of retainage according to any phased completion (substantial/final) of portions of the project;
 - iv. 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 Airport Board's right to resume withholding retainage upon the occurrence of certain events);
- v. 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).
 - d. 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 Airport Board treats the 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 Airport 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 Airport Board and/or withholding less retainage than Airport Board withholds to cover the value of punch-list work required to be completed before final completion certification.
 - e. 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.
 - f. Payment by a Contractor in violation of the terms of the Contract or applicable law will constitute a material breach of this Contract.
 - g. The Airport 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.
 - h. The Airport 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.
 - i. In an effort to remove the race- and gender-neutral barrier of the length of time for subcontractor payments on Airport Board procurements, the Airport 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 Airport 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.

- j. To ensure that the Contractor meets its SBE contractual commitment, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions from the original Contract period. If a Contract includes an SBE contractual commitment, the Contractor must report all SBE payments using the Airport Board's Diversity Management System and submit verifying information as outlined below, concurrent with the Contractor's submission of each payment request. The information provided will be utilized to provide constant monitoring of the payments made to the SBE as well as non-SBE subcontractors in relation to the percentage of work performed. Failure to submit this information with the payment request will result in the invoice being returned to the Contractor.
 - i. As of 2012, Contractors with new contracts are required to report all payments online utilizing the Airport Board's Diversity Management System and submit a data entry confirmation with each payment request. The confirmation is a print out of what was entered into the system.
 - ii. Contracts prior to 2012, are required to submit the original Pay Period Activity Report form with the payment request, unless they choose to report online, when then defaults to Paragraph 10.a.
2. Training for the Airport Board's Diversity Management System: The Contractor is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the Airport Board's Diversity Management System. This includes all subcontractors who the Contractor will be utilizing on the contract and will be verifying reported sub payments online.
3. Contract Close Out: To ensure that the Contractor meets all its SBE contractual commitments, BDDD will review the Contractor's SBE utilization throughout the term of the Contract, including any term extensions of the original Contract period, prior to receiving final payment. The Contractor must report all final SBE payments using the Airport Board's Diversity Management System and submit a data entry confirmation with the final payment request or **Final Pay Period Activity Report** if the Contract was awarded prior to 2012. In addition, the Contractor must ensure all subcontractor payment verifications are complete in order for BDDD to close out the Contract.
4. Dispute Resolution: 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.

5. On-Site Inspections: Compliance monitoring may also include on-site inspections. The Contractor is responsible for providing BDDD, if requested, a project work scheduler together with a list of all subcontractors for the scheduled work.
6. All reports of noncompliance will be referred by BDDD to the contract administrator, and if appropriate, to the Legal Department.

H. SBE SUBSTITUTIONS OR TERMINATIONS

1. If change orders, amendments or any other Contract modifications are 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.
2. 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 SBE at the time of Contract award, then such amendment, change order or other modification must be contemporaneously submitted to BDDD. The Contractor must make good faith efforts to meet its SBE contractual commitment with existing SBEs first. If the Contractor is unable to meet its SBE contractual commitment with existing SBEs, the Contractor shall satisfy its commitment, as it relates to changed scope of work, modifications, and or amendments, by soliciting new SBEs and must submit a **Request for Approval of Change to Final Schedule of Subcontractors**, through the Airport Board's Diversity Management System and must be approved in writing by BDDD.
3. 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 SBE subcontractor with its own forces or those of an affiliate, a non-SBE or another SBE.
4. The Contractor must demonstrate good cause to terminate or substitute the SBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances:
 - a. The listed SBE subcontractor fails or refuses to execute a written Contract.
 - b. The listed SBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
 - c. The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness.

- d. The listed SBE is ineligible to work on Airport Board projects because of suspension and debarment proceedings pursuant to federal or state law or other applicable laws or regulations.
 - e. BDDD has determined that the listed SBE subcontractor is not a responsible Contractor.
 - f. The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal.
 - g. The listed SBE subcontractor is ineligible to receive certification for the type of work required.
 - h. The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract.
 - i. Other good cause as determined in BDDD's sole discretion,
5. Good cause does not include where the Contractor seeks to terminate an SBE it relied upon to obtain the Contract so that the Contractor can self-perform the work or substitute another SBE or non-SBE subcontractor to perform the work for which the SBE was engaged or listed on the **Final Schedule of Subcontractors**.
 6. The Contractor must give the SBE 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 SBE 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 SBE.
 7. 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 SBE. The Contractor cannot make any changes to the **Final Schedule of Subcontractors** without the prior written consent of BDDD.
 8. If the Contractor proposes to terminate or substitute a SBE subcontractor for any reason, the Contractor must make good faith efforts as defined herein to find a substitute SBE subcontractor that is already certified for the original SBE to meet its SBE contractual commitment. Its good faith efforts shall be directed at finding another SBE to perform or provide at least the same amount of work, material or service under the Contract as the original SBE to the extent necessary to meet its SBE contractual commitment. The Contractor may also find additional SBEs and/or adjust the current/projected SBE participation to meet its SBE contractual commitment.
 9. The Contractor must submit an **Intent to Perform as a Subcontractor** form for each proposed new SBE subcontractor. BDDD will approve or disapprove the substitution based on the Contractor's documented compliance with these provisions.
 10. All changes to the **Schedule of Subcontractors** form must be submitted for review and approval through the Airport Board's Diversity Management System

utilizing the **Request for Approval of Change to Final Schedule of Subcontractors** form when adding, changing, or deleting any subcontractor.

11. If the Contractor does not comply with these provisions relating to the modification or termination of, and/or substitution for a SBE subcontractor, the Airport Board may elect to apply Contract remedies as described in the SBE Policy and Administrative Procedures.

I. COMPLIANCE AND ENFORCEMENT

1. These provisions address the additional contractual remedies available to the Airport Board as a result of the Contractor's failure to comply with the obligations set forth in the SBE Policy and Administrative Procedures. The contractual remedies set forth 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 the Contractor's failure to comply with other obligations under the Contract unrelated to the Program requirements or preclude Airport Board's recovery of its actual damages for such unrelated breaches.
2. The Contractor must attend and participate in onboarding, progress, non-compliance meetings and site visits upon request. The Contractor must forward all necessary documents and information during the course of performance and to close out the Contract and must cooperate with BDDD in providing any information, including the final accounting for SBE participation on the Contract.
3. BDDD is empowered to receive and investigate complaints and allegations by SBEs, third parties or Airport 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 Airport Board concerning the investigation and Contractor's compliance with the Program requirements.
4. The failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements will constitute a material breach of the Contract entitling the Airport Board to exercise any remedy available in this Contract, the Program requirements or applicable law. In addition, the failure of the Contractor to meet the SBE contractual commitment or comply with any other aspect of the Program requirements may be considered and have a bearing on future contract award considerations.
5. The Airport Board may report any suspected false, fraudulent or dishonest conduct relating to the Contractor's performance of the Program requirements to the Airport 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.
6. If Contractor is in breach of any of the Program requirements, the Airport 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:

- a. withholding funds payable under this Contract, including, but not limited to, funds payable for work self-performed by the Contractor or applicable retainage;
 - b. temporarily suspending, at no cost to DFW, Contractor's performance under the Agreement/Contract;
 - c. termination of the Agreement/Contract;
 - d. 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.
7. With respect to a firm not meeting a goal on a previous contract or the underutilization of an SBE(s) on a previous contract, BDDD shall regard as non-responsive any bid, proposal or competitive selection process proposal received that includes the Contractor, consultant as a Contractor, consultant, subcontractor, subconsultant, joint venture, supplier, manufacturer's representative, or broker.
8. With respect to SBE firms, a finding of non-compliance could result in a denial of certification or removal of eligibility and/or suspension and debarment.

(End of SBE Special Contract Provisions)



**COMMITMENT TO SMALL BUSINESS ENTERPRISE (SBE)
PARTICIPATION FORM**

(This form is required as part of the bid/proposal submission.)

The SBE goal for Solicitation/Contract # _____ is _____%.

NOTE: The BDDD will only credit SBE participation that is certified by an approved certification entity at the time of bid/proposal submission. DBE certificates will no longer be accepted for SBE credit. Effective 10/1/12, in addition to having a valid certification, SBEs must also have a place of business in the Airport's market area¹ at the time of bid/proposal submission for credit towards meeting a contract goal.

The undersigned Contractor has satisfied the requirements of the bid/proposal specifications in the following manner (Please check (✓) the appropriate space):

_____ Self-Performance: The proposer, a certified SBE firm, is committed to meeting or exceeding the SBE goal through self-performance.

_____ Self-Performance & Percentage Participation: The proposer, a certified SBE firm, is committed to meeting or exceeding the SBE goal, with a minimum of _____% self-performance and a minimum of _____% SBE subcontracting participation on this contract.

_____ Percentage Participation: The proposer is committed to meeting or exceeding the SBE goal, with a minimum of _____% SBE subcontracting participation on this contract.

_____ The Contractor is unable to meet the SBE goal of _____% and is committed to a minimum of _____% SBE utilization on this contract and submits documentation demonstrating good faith efforts.

_____ The Contractor is unable to meet the SBE goal of _____% and submits documentation demonstrating good faith efforts.

Name of Prime Contractor: _____

Signature Title

Printed Name Date

¹ The Airport's market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall, and Wise counties.



SCHEDULE OF SUBCONTRACTORS (PRELIMINARY)

Prime Bidder/Contractor: _____
 SBE NON-SBE

Contract Number: _____ Contract Name: _____

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. Verify that the proposed SBE subcontractor has a place of business in the Airport's Relevant Market Area³ (not applicable to DBE goals). **NOTE: Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive.** The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

Name of Subcontractor(s)	Certification Status ² (check the applicable)		Relevant Market Area ³ COUNTY	Description of Material or Service Being Provided or Performed	NAICS Commodity Code	Dollar Amount and Percentage of Work		
	SBE	NON				\$\$\$	%	
	Dollar Amount & Percentage: Work to be completed by Non-SBE Subcontractors							
	Dollar Amount & Percentage: Work to be completed by SBE Subcontractors							
	Dollar Amount & Percentage: Work to be self-performed by the Prime							
	Total Dollar Amount & Percentage of Work (The Total Amount shall equal the amount proposed on summary of bid/proposal page).							100%

PRIME CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board's SBE Program) in support of the Board's small business intent and objective may result in being considered non-responsive to the Board's requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of SBE subcontractors without the consent of the Board's Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the *Form 102, Request for Approval of Change to Final Schedule of Subcontractors* if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board's SBE programs as deemed necessary including but not limited to audits of submitted SBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative _____ Date: _____
 (Please print or type)

Signature: _____ E-mail Address: _____

Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

² In order to credit the participation of small business enterprises, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

³ In addition to having a valid certification, the SBE must have a place of business in the Airport's relevant market area at the time the bid/proposal is submitted for credit towards meeting an SBE goal.



SCHEDULE OF SUBCONTRACTORS (FINAL)

Prime Bidder/Contractor: _____
 SBE NON-SBE

Contract Number: _____ Contract Name: _____

As part of the procedures for the submission of a completed bid/proposal, all bidders/proposers are required to identify ALL participating subcontractors applicable to the above project and include this completed form as part of the bid. Check all Certification Status categories that apply to each subcontractor. Verify that the proposed SBE subcontractor has a place of business in the Airport's Relevant Market Area³ (not applicable to DBE goals). **NOTE: Certification certificate(s) MUST be attached to this form or bid/proposal will be deemed non-responsive.** The submission of this information is considered an issue of responsiveness, and the Airport Board will not award a contract to any Contractor who has not supplied this documentation. Use additional sheets if necessary.

Name of Subcontractor(s)	Certification Status ² (check the applicable)		Relevant Market Area ³ COUNTY	Description of Material or Service Being Provided or Performed	NAICS Commodity Code	Dollar Amount and Percentage of Work	
	SBE	NON				\$\$\$	%
Dollar Amount & Percentage: Work to be completed by Non-SBE Subcontractors							
Dollar Amount & Percentage: Work to be completed by SBE Subcontractors							
Dollar Amount & Percentage: Work to be self-performed by the Prime							
Total Dollar Amount & Percentage of Work (The Total Amount shall equal the amount proposed on summary of bid/proposal page).							100%

PRIME CONTRACTOR'S CERTIFICATION

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that if awarded the contract, this certification shall be attached thereto and become a part thereof. Failure to provide accurate and complete information or exercise positive, good faith efforts (as defined by the Board's SBE Program) in support of the Board's small business intent and objective may result in being considered non-responsive to the Board's requirements. Furthermore, it is understood and agreed that, if awarded a contract by the Airport Board, the Contractor will not make additions, deletions or substitutions to this certified list of SBE subcontractors without the consent of the Board's Vice President of Business Diversity & Development Department (BDDD) or designee through the submittal of the *Form 102, Request for Approval of Change to Final Schedule of Subcontractors* if this is determined to be the final schedule. The BDDD reserves the right to ensure compliance with the Board's SBE programs as deemed necessary including but not limited to audits of submitted SBE information applicable to the Contractor/subcontractors participating on the contract.

Name and Title of Authorized Representative _____ Date: _____
 (Please print or type)

Signature: _____ E-mail Address: _____

Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime Contractor on an Airport contract at any tier.

² In order to credit the participation of small business enterprises, firms must be certified as SBEs by a certification agency approved by the Airport Board as defined in the SBE Policies and Administrative Procedures.

³ In addition to having a valid certification, the SBE must have a place of business in the Airport's relevant market area at the time the bid/proposal is submitted for credit towards meeting an SBE goal.



INTENT TO PERFORM CONTRACT AS A SBE SUBCONTRACTOR¹ (Rev 07-01-18)

Submission of the Intent to Perform as a SBE Subcontractor form for each SBE firm shall constitute a representation by the Prime Contractor to the Airport Board that it believes such SBE to be certified as a SBE to perform the work as designated, the SBE has a place of business in the Airport Board's market area and the SBE is not affiliated with the Contractor as defined herein. It shall also represent a commitment by the Contractor that if it is awarded the Contract, it will enter into a subcontract with such SBE for the work described at the approximate price and percentage set forth.

PRIME CONTRACTOR / CONSULTANT			
Contract / Solicitation Number:			
Name of Prime Contractor:			
Address, City, State and Zip Code:			
The Prime Contractor designates the following person as their high-level official designated to administer and coordinate the efforts to carry out the SBE policy on behalf of the Prime Contractor.			
Name:		Title:	
E-Mail Address:		Phone Number:	
DECLARATION OF PRIME CONTRACTOR			
I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Prime Contractor stated above, I have personally reviewed the material and facts set forth in this form. To the best of my knowledge, information and belief, the facts and representations contained in this form are true and the owner or authorized agent of the SBE firm stated above signed this form in the place indicated, and no material facts have been omitted. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated below. Except as authorized by the Vice President of Business Diversity & Development Department or his designee, the undersigned shall enter into a formal agreement (which shall include all audit and records provisions required by the Board) with the listed SBE firm for work as indicated by this form within ten (10) business days after receipt of the contract executed by the Airport. The undersigned will, if requested, provide said Vice President or his designee a copy of that agreement within five (5) business days of the written request. Pursuant to State Law, any person [entity] who makes a false or fraudulent statement in connection with the participation of a SBE in any locally funded project or otherwise violates applicable program requirements may be referred for prosecution.			
Signature of Prime Contractor:		Date	
SBE SUBCONTRACTOR / SUBCONSULTANT / SUPPLIER AT ANY TIER			
The Airport requires that small business enterprises be certified as SBEs by an approved certification agency as defined in the SBE Program Policy and Procedures. Effective 10/1/12, in addition to having a valid certification, SBEs must have a place of business in the Airport's market area ¹ at the time of bid/proposal submission for credit towards meeting a contract goal.			
The undersigned SBE subcontractor has a place of business in the Airport's market area.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
The undersigned SBE subcontractor is not affiliated with the Prime Contractor as defined in the SBE Program Policies and Procedures.		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of SBE Subcontractor:			
Address, City, State and Zip Code:			
Contact Person:			
E-Mail Address:		Phone Number:	
Scope of Work: (where applicable specify "supply" or "install" or both)			
Price:			
SBE Certification #:		Certification Agency:	
Percentage (%) of the proposed subcontract described above will be sublet and/or awarded to a Non-SBE subcontractor.		_____ %	
If the SBE shown above is not a direct first tier subcontractor, subconsultant or supplier to the Prime Contractor shown above, please indicate the name of the subcontractor, subconsultant or supplier <u>and</u> tier level that will be utilizing your participation for SBE credit.			
DECLARATION OF SBE SUBCONTRACTOR			
I HEREBY DECLARE AND AFFIRM that as a duly authorized representative of the Subcontractor stated above, the facts and representations contained in this form are true. The undersigned affirms that the Prime Contractor has no ownership or financial interest in the SBE subcontracting firm stated above. I also agree, for good and valuable consideration (including the opportunity to participate in this solicitation as a proposed subcontractor), the receipt and sufficiency of which is hereby acknowledged, that if the Subcontractor performs any work for the Prime Contractor as the result of a contract awarded to the Prime Contractor for this solicitation, the Subcontractor will maintain and the Board shall have the right to examine and make copies of all records, documents, books, statements, checks, invoices, and any other supporting evidence deemed necessary by the Board to substantiate compliance with the terms of this Contract, including any Change Orders. Such right of examinations shall include, but not be limited to, reasonable access to and cooperation by all Subcontractor personnel. Subcontractor agrees to provide the Board with retrievals of computer-based records or transactions that the Board determines to be necessary to conduct any audits. Subcontractor agrees that there shall be no charge to the Board for Subcontractor's costs of providing records, documents, and assistance for audits, and to provide to the Board within seven (7) calendar days all records, documents, retrievals, and other assistance requested.			
Signature of SBE Subcontractor		Date	

1 Any named person, firm, partnership, corporation, association or joint venture as herein provided identified as providing work, labor, services, supplies, equipment, materials or any combination of the foregoing, under contract to a prime contractor on an Airport contract at any tier.
 2 The Airport's market area is defined as the North Texas Commission twelve-county area of Dallas, Tarrant, Collin, Delta, Denton, Ellis, Hunt, Johnson, Kaufman, Parker, Rockwall and Wise counties.



GOOD FAITH EFFORT (GFE) Criteria

NOTE: Include a response to GFE criteria and support documentation in bid/proposal only if the SBE goal is not achieved.

The following factors are taken into account when assessing a good faith effort response. These factors are minimally considered as good faith efforts and demonstrate specific initiatives made in attempting to achieve the applicable contract-specific Small Business Enterprise (SBE) goal. These factors should not be considered as a template, checklist or some quantitative formula. Proposers are required to meet all factors outlined below and provide support documentation in order for the good faith effort plan to be assessed. Mere pro forma efforts are not good faith efforts to meet the SBE contract requirements. This means that a bidder/proposer must show that it took all necessary and reasonable steps to achieve an SBE goal or other requirement of this GFE which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient SBE participation, even if they were not fully successful. DFW will evaluate the GFE on quality, quantity, and intensity of the different kinds of efforts that the bidder/proposer has made, based on the regulations and the guidance in Code of Federal Regulations. **NOT SUBMITTING PROPER SUPPORT DOCUMENTATION IS NOT EVIDENCE OF A PROPER DEMONSTRATION OF GOOD FAITH EFFORT. SUBMITTAL OF THE CRITERIA, WITH NO ADDITIONAL DOCUMENTATION, WILL NOT BE CONSIDERED ADEQUATE DEMONSTRATION OF GOOD FAITH EFFORT.** Proposers are not limited to these particular areas and may include other efforts deemed appropriate. Complete form and attach support documentation only if the SBE goal is not achieved. For additional guidance concerning Good Faith Efforts, please refer to the Electronic Code of Federal Regulations (CFR 49 part 26 Appendix A).

GOOD FAITH EFFORT FACTORS
Conducting market research to identify small business contractors and suppliers and solicit through all reasonable and available means the interest of all certified SBEs that have the capability to perform the work of the contract. This may include attendance at any pre-bid or pre-proposal meetings to discuss subcontracting and supplier opportunities (acceptable documentation shall include copies of the meeting sign-in sheets with contractor name noted as signed-in) and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all SBEs listed in the State and/or Local respective directories of firms that specialize in the areas of work desired (as noted in the SBE directory) and which are located in the area or surrounding areas of the project. <i>The Contractor should solicit this interest as early in the acquisition process as practicable to allow the SBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the SBEs are interested in taking appropriate steps to follow up initial solicitations at least three (3) business days prior to bid opening.</i>
Selecting portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates SBE participation.
Providing interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
Negotiating in good faith with interested SBEs. It is the bidder's responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for SBEs to perform the work.
A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.



<p>Not rejecting SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the SBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals. <i>A prime contractor's inability to find a replacement SBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original SBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement SBE, and it is not a sound basis for rejecting a prospective replacement SBE's reasonable quote.</i></p>
<p>Making efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.</p>
<p>Making efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.</p>
<p>Effectively using the services of available small business community organizations; small business contractors' groups; local, State, and Federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.</p>
<p>At a minimum, DFW will review the performance of other bidders/proposers in meeting the contract goal. For example, when the apparent successful bidder/proposer fails to meet the contract goal, but others meet it, DFW may reasonably raise the question of whether, with additional efforts, the apparent successful bidder/proposer could have met the goal. As provided in §26.53(b)(2)(vi), the bidder must submit copies of each SBE and non-SBE subcontractor quote submitted to the bidder when a non-SBE subcontractor was selected over a SBE for work on the contract to review whether SBE prices were substantially higher; and contact the SBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to SBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.</p>
<p>A promise to use SBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.</p>

FOR DFW BUSINESS DIVERSITY & DEVELOPMENT USE ONLY:

Plan Reviewed by: _____

Date: _____

Signature of Business Specialist/Manager: _____

Recommendation: Approval: _____ Denial: _____



REQUEST FOR APPROVAL OF CHANGE TO ORIGINAL SCHEDULE OF SUBCONTRACTORS

Contract/Solicitation Number _____

Project Name _____

Contractor Name _____, requests approval of the following addition(s) and/or deletion(s) on the **SCHEDULE OF SUBCONTRACTORS (SBE Form No. 90)**, as originally submitted as part of the bid/proposal on the above-named project.

CHANGE

Check (X) block for each transaction.

ADD	DELETE	COMPANY NAME	TRADE	SBE STATUS	RELEVANT MARKET AREA COUNTY	DOLLAR AMOUNT

JUSTIFICATION

The Contractor must demonstrate good cause to terminate or substitute the SBE and seek BDDD approval prior to taking any termination or substitution action. Good cause includes the following circumstances: 1. The listed SBE subcontractor fails or refuses to execute a written contract. 2. The listed SBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements. 3. The listed SBE subcontractor becomes bankrupt, insolvent or exhibits credit unworthiness. 4. The listed SBE 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 SBE subcontractor is not a responsible contractor. 6. The listed SBE subcontractor voluntarily withdraws from the project and provides BDDD written notice of its withdrawal. 7. The listed SBE subcontractor is ineligible to receive credit for the type of work required. 8. The SBE owner dies or becomes disabled with the result that the listed SBE subcontractor is unable to complete its work on the Contract. 9. Other good cause as determined in BDDD's sole discretion. Attach additional sheets as necessary.

CERTIFICATION OF AFFIDAVIT

The above information is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Dallas/Fort Worth International Airport Board.

Name of Authorized Representative: _____ E-mail Address: _____
 (Please print or type)

Signature _____ Date: _____

Routed To: _____ Approved by: _____

(Check One)
 _____ Design, Code & Construction Dept.
 _____ Procurement & Materials Management Dept.

 Vice President or Designee
 Business Diversity & Development Dept.