

# **DISADVANTAGED BUSINESS ENTERPRISE (DBE) & EMERGING SMALL BUSINESS (ESB) REQUIREMENTS**

All parties included in the performance of work on the Contract shall comply with **Sections 3L, M, P and Q** of the Solicitation for Professional Consultant Services form.

## **I. Definitions**

*Advisory Contract Goal.* The default percentage of participation by DBEs on each Task Order issued under the Master Contract. This percentage may be modified on a per-Task Order basis only upon a goal reevaluation request by the Consultant and subsequent approval and goal modification by CDOT.

*B2GNow.* Web-based platform utilized by CDOT to track Civil Rights Compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plans, Subconsultant and Vendor/Supplier information on the Master Contract and subsequent Task Orders.

*Commercially Useful Function.* Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR 26. 55(c).

*Commitment.* A portion of the contract, identified by dollar amount and work area, designated by the Consultant for participation by a particular DBE firm on a Task Order in order for participation to count toward a Task Order Goal.

*Consultant.* An individual, firm, corporation, or other legal entity with a direct contractual relationship with CDOT to render Professional Services.

*Disadvantaged Business Enterprise (DBE).* A Colorado-certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at [www.coloradodbe.org](http://www.coloradodbe.org).

*Emerging Small Business (ESB).* A CDOT-certified Emerging Small Business firm listed on the ESB Directory at [www.coloradoesb.org](http://www.coloradoesb.org).

*Good Faith Efforts.* All necessary and reasonable steps to achieve a Task Order Goal, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to obtain sufficient participation. Guidance on Good Faith Efforts is provided in 49 CFR Part 26, Appendix A.

*Master Contract.* Overarching agreement between CDOT and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services on an as-needed basis.

*Professional Services.* The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colo. Rev. Stat. 24-30-1402.

*Reduction.* Reduction occurs when the Consultant reduces a Commitment to a DBE. A reduction is a partial Termination.

*Subconsultant.* An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term subconsultant includes Vendors/Suppliers.

*Substitution.* Substitution occurs when a Consultant seeks to find another certified firm to perform work on the contract as a result of a Reduction or Termination.

*Task Order.* Agreement between CDOT and the Consultant to provide particular services for a specified amount within the scope of the overarching Master Contract.

*Task Order Goal.* Percentage of the Task Order established by CDOT for participation by DBEs on a Task Order.

*Termination.* Termination occurs when a Consultant no longer intends to use a DBE for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

*Utilization Plan.* Documentation of Subconsultant and Vendor/Supplier participation. The Master Contract Utilization Plan details all Subconsultants and Vendors/Suppliers included as part of the proposal team. The Master Contract Utilization Plan must be submitted by the Consultant in B2GNow and approved by CDOT within five (5) days of selection and before any Task Order requests will be reviewed for approval. The Task Order Utilization Plan details all of the Consultant's Commitments on a Task Order. The Task Order Utilization Plan must be submitted by the Consultant in B2GNow and approved by CDOT before a Task Order can be approved. Task Order Utilization Plans may not be modified unless approved by CDOT.

*Vendor.* Participant on a CDOT Professional Services contract that is providing services not considered to be a Professional Services as defined in Colo. Rev. Stat. 24-30-1402.

*Work Code.* A code to identify the work that a DBE is certified to perform. A work code includes a six digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory. The consultant may contact the Civil Rights & Business Resource Center (CRBRC) to receive guidance on whether a work code covers the work to be performed.

## **II. Master Contract Commitment**

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Task Order Goal for each Task Order issued under the Master Contract in accordance with 49 CFR 26.53.

1. *Affidavit of Small Business Participation.* The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Task Order Goal for each Task Order issued under the Master Contract. The Affidavit of Small Business Participation must be submitted with the Consultant's statement of interest proposal. Failure to submit the Affidavit of Small Business Participation will result in the Consultant being deemed non-responsive and ineligible for award.

2. *Master Contract Utilization Plan.* Within five (5) days of selection as the "most qualified" proposer, the Consultant will receive a notice from CDOT to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all Subconsultants and Vendors/Suppliers included as part of its "most qualified" team, including all DBE, ESB, and nonDBE/ESB firms. Requests to approve Task Orders under the Master Contract will not be reviewed until there is a Master Contract Utilization Plan approved by CDOT in the B2GNow system.

## **III. Scoring**

In evaluating the most qualified proposer, a maximum of 10 points may be awarded based upon a variety of factors, including a proposal's strategic small business participation plan, the proposer's certification status, and/or the proposer's potential standing as a new prime consultant on a CDOT project. Points will be allocated using the following rubric:

can only (5) points. single can (7) points. receive a if such CDOT contract past three must

Strategic Plan Prime (3) years. DBE and receive a points.

A new when the the a CDOT two (2)

include period for years date that are Contract award.

To with the Program, Protege proposal active less than following complete written

|  | 0 points | 0.5 points   | 1 point   | 2 points   | 5 points   |
|--|----------|--|---|--|--|
| Strategic Small Business Participation Plan (Maximum of 5 Points). The plan should be a comprehensive approach to strategic small business participation and should contain the following elements: Small Business Participation and Contingency Plan, Variety of DBE subcontractors and Vendors, New Teaming Partner in past 2 years or Partner in past 2 years or is an active participant in the CDOT Mentor/Protege Program, Small Business Contract Compliance Oversight. | 1        | Small Business Participation and Contingency Plan  | Firm provides general approach OR contingency plan with minimal detail  | An outlined specific approach to subcontracting, including a plan for unbundling work to establish opportunities for DBEs and ESBs as well as identification of work areas that DBE and ESB firms will be utilized on during the project. This will include a detailed contingency plan if the planned approach changes or does not meet the DBE goal. | n/a  |
|  | 2        | Variety of DBE subcontractors and Vendors (Maximum of 10% Vendors)   | Any DBE firm included on proposal team  | Only specialized DBE firms included on team OR only general DBE firms included on team who cannot perform the bulk of the work expected under this contract.   | DBE firms included on team represent a mix of general (CM, CI, MT) AND specialized work areas required by this contract OR the Prime Consultant has active DBE Certification |
| Certification Status and New Prime Opportunities   | 1        | New DBE or ESB Teaming Partner in past 2 years as of a date of project OR an Active Participant in the CDOT Mentor/Protege Program | DBE OR ESB new teaming partner identified without specific plan for integrating new teaming partner on the project.   | DBE AND ESB new teaming partners identified with specific planned approach for utilizing firms OR the Prime Consultant is an active participant in the CDOT Mentor/Protege Program AND is submitting a proposal that includes utilization of their protege   | n/a  |
|  | 5        | Small Business Contract Compliance Oversight   | Compliance person identified OR process described with minimal detail   | Proposal highlights identification of compliance person AND outlines specific planned processes to monitor Civil Rights compliance on project  | DBE Certification OR ESB Certification   |
|  |          | No DBE OR ESB certification  | Proposal does not highlight an individual OR process responsible for monitoring/enforcing Civil Rights compliance on the project, including prompt payment, DBE utilization, etc. | DBE Certification AND ESB Certification OR Consultant has DBE Certification OR ESB Certification (single certification) AND is bidding as a New Prime Consultant that has never been awarded a Non-Project Specific OR Project Specific Contract (or has not been awarded a NPS or PS Contract as a Prime for the past three years)                    |  |
|  |          | Prime Consultant Certification   | n/a   | n/a  |  |
|  |          | 10   |   |  |  |

NonDBE/ESB Consultants receive a maximum of five Consultants only holding a certification (DBE or ESB) receive a maximum of seven However, such firms may maximum of ten (10) points firm has not been awarded a professional services as a Prime Consultant for the (3) years. The Consultant provide written documentation within the Small Business Participation stating they have not been a Consultant for the past three Consultants holding both ESB certifications may maximum of ten (10)

teaming partnership occurs Consultant has not included DBE/ESB Subconsultant on contract awarded to the Consultant in the preceding years. New teaming relationships must be subconsultants and do not Vendors/Suppliers. The evaluating new teaming relationships will be the two immediately preceding the the Request for Proposals advertised for the Master that is being scored for

receive points associated CDOT Mentor-Protege both the Mentor and their shall be included in the and the firms must be an program participant or be one (1) year post-graduation the completion of the two (2) year program. The Consultant must provide documentation within the

Strategic Small Business Participation Plan evidencing active participation in the program (i.e. dates met with program partner, current team goals, written statement detailing progress made toward the established team goals, etc.). Acceptance into the CDOT Mentor-Protege Program will not be considered evidence of active participation in the program without additional documentation of the firm's activities as a program participant.

If the DBE goal has been set to zero (0) percent, small business participation is encouraged by CDOT for scoring purposes and to assist with small businesses working with CDOT.

#### IV. **Task Order Process**

1. *Task Order Goal.* The Master Contract Advisory Contract Goal will become the default Task Order Goal for any Task Orders issued under the Master Contract and may only be modified through a Task Order Goal Reevaluation.
2. *Task Order Goal Reevaluation.* Prior to the submission of a new Task Order request, the Consultant may request a reevaluation and modification of the default Task Order Goal via the *Reevaluation of Professional Services Task Order DBE Goal* form. The reevaluation request will be reviewed by the CDOT Region Civil Rights office or the CRBRC, depending on which office will be overseeing civil rights compliance on the Task Order. Reevaluation determinations will be made within five (5) calendar days of the request. If a determination has not been made within that five-day period, the CDOT Engineer may request an expedited reevaluation of the Task Order Goal by the CRBRC. The reviewer of the request may increase, decrease, or decline to modify the default Task Order Goal. The reviewer will notify the Region Civil Rights Office or CRBRC (depending on who conducted the review), CDOT Project Manager, and Consultant of its determination. Modifications to a Task Order Goal will only apply to that Task Order. The Advisory Contract Goal will continue to be the default Task Order Goal for any future Task Orders issued under the Master Contract and may only be modified through a separate Task Order Goal Reevaluation.
3. *Task Order Utilization Plan.* Within three (3) days of the Task Order request or reevaluation determination, whichever is later, the Consultant will receive a notice from CDOT to complete and submit a Task Order Utilization Plan via B2GNow. In order to complete the Task Order Utilization Plan, the Consultant shall list all Commitments on the Task Order. The Consultant shall also upload in B2GNow a Project Cost Worksheet, which shall constitute confirmation of all Commitments. The Consultant must submit a Letter of Intent confirming the Commitment for any Vendor/Supplier Subconsultant for which a Project Cost Worksheet is not provided.
4. *Task Order Good Faith Effort Requirement.* A Task Order under the Master Contract will not be approved by CDOT until the Consultant has demonstrated Good Faith Efforts to meet the Task Order Goal. Good Faith Efforts mean that the Consultant (i) documents it has obtained enough DBE participation to meet the Task Order Goal, or (ii) documents that it made adequate good faith efforts to meet the Task Order Goal, even though it did not succeed in obtaining enough DBE participation to do so.
  - a. If the total eligible DBE participation submitted in the Utilization Plan does not meet the Task Order Goal, the Civil Rights Office will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Task Order Goal even though it did not succeed in obtaining enough DBE participation to do so. As part of this review, the Consultant will be required to provide documentation of its efforts to secure DBE participation on the Task Order by submitting the *Professional Services Non-Project Specific (NPS) Plan Status Report* form.

b. In conducting Good Faith Effort reviews, the Civil Rights Office will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The Civil Rights Office may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

- i. Performance of other consultants in meeting the Task Order Goal on Task Orders that have a similar scope of work, contract amount, location, and time frame;
- ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE;
- iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant, including DBE firms outside of the "most qualified" team in the event that DBE team members are unavailable or unwilling to participate on the Task Order at issue;
- iv. Past performance by the Consultant, including on prior Task Orders under the specific Master Contract at issue and other CDOT contracts;
- v. Any other factors that may be pertinent to the factual circumstances.

If the Civil Rights Office determines that the Consultant has made Good Faith Efforts to meet the Task Order Goal, the CRBRC will approve the Utilization Plan.

5. *Administrative Reconsideration.* If the Civil Rights Office determines that the Consultant did not demonstrate Good Faith Efforts to meet the Task Order Goal, it will provide the Consultant with written notice of its determination and an opportunity for administrative reconsideration.

a. Administrative reconsideration will be conducted by the CRBRC. The Consultant will have five (5) days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration. It should also specify whether the Consultant is requesting an informal, in-person or telephonic hearing with CDOT to address the issues in the Civil Rights Office's Good Faith Efforts determination. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity.

b. Upon a hearing request, the CRBRC will establish a date and time for the hearing and send written notice via email to the Civil Rights Office and the Consultant at least two (2) business days in advance of the hearing. If schedules permit, the parties may waive the two-day requirement. The administrative reconsideration official may request additional documentation from the Consultant and/or the Civil Rights Office. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond.

c. The CRBRC shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Task Order Goal. The determination will be in writing and explain the basis for the CRBRC's decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Task Order Goal. The Good Faith Efforts determination of the administrative reconsideration official is not appealable.

## **V. Eligible DBE Participation**

In order to count towards the Contract Goal, (i) the work performed by the DBE Consultant, Subconsultant, or Vendor/Supplier must be identified in an approved Commitment, and (ii) the Consultant, Subconsultant, or Vendor/Supplier must be DBE certified in the committed work upon submission of the Commitment and approval of the Task Order.

CDOT will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Vendor/Supplier is certified. If a Consultant, Subconsultant, or Vendor/Supplier is decertified as a DBE following the approval of a Task Order, its participation as a DBE may continue to count on that Task Order. The Consultant, Subconsultant, or Vendor/Supplier may not continue to count as a DBE participant on any Task Orders approved after it has been decertified as a DBE even if it was certified at the time that the Master Contract was awarded.

1. Only work actually performed by the DBE will count towards the Contract Goal.
  - a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance on the Task Order, provided that the fee or commission is determined by CDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm. Work that a DBE subcontracts to a non-certified firm does not count. DBE firms may use an employee leasing company. Such participation will count only if the certified firm maintains an employer-employee relationship with the leased employees. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the employees, as well as ultimate responsibility for wage and tax obligations related to the employees. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay.
  - c. When a DBE performs as a participant in a joint venture, only the portion of the total dollar value of the Task Order equal to the distinct, clearly defined portion of the work of the Task Order that the DBE performs with its own forces may count toward the Task Order Goal. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT.
  - d. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.
  - e. To perform a Commercially Useful Function, the DBE must be responsible for the execution of the work to be performed on any Task Order and actually performing, managing, and supervising the work.

- f. In evaluating whether a DBE is performing a Commercially Useful Function, CDOT will consider factors, including but not limited to, the amount of subcontracted work, industry practices, and whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors.
- g. A DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction, through which funds are passed in order to obtain the appearance of DBE participation.
- h. A DBE Subconsultant, or Vendor/Supplier is presumed as not performing a Commercially Useful Function when it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce, or the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved. DBE Consultants are also presumed as not performing a Commercially Useful Function when it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the Master Contract. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.
- i. CDOT's determinations regarding commercially useful function matters are not appealable.

## VI. Utilization Plan Modifications

1. *Reduction, Substitution, Termination.* Reduction, Substitution, or Termination of Commitments shall only be permitted at the discretion of CDOT based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without CDOT approval. Consultants may request modification approval by submitting to CDOT the *Professional Services Non-Project Specific (NPS) DBE Participation Plan Modification Request* form.

- a. *Notice to Subconsultant.* Before requesting CDOT approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work through the *Professional Services Non-Project Specific (NPS) DBE Participation Plan Modification Request* form. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) days to respond to the Consultant's notice and advise CDOT of the reasons, if any, that it objects to the proposed Reduction, Substitution or Termination and why the Consultant's action should not be approved. If required as a matter of public necessity (e.g., safety), CDOT may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.
- b. *Good Cause Requirement.* A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by CDOT. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self-perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, CDOT will consider, but is not limited to, the following factors:

- i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE;
- ii. Failure or refusal by the DBE to execute a written contract;
- iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants;
- iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirements;
- v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness;
- vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law;
- vii. The DBE is not a responsible Consultant;
- viii. The listed DBE voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- ix. The listed DBE is ineligible to receive credit for its participation;
- x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform;
- xi. The DBE ceases business operations or otherwise dissolves;
- xii. Other documented good cause reasons determined by CDOT to compel the termination of the DBE Subconsultant.

2. *Good Faith Effort Requirement.* When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find another firm to replace the DBE whose committed work has been Terminated or Reduced up to the Task Order Goal.

- a. For DBE firms that are Terminated or whose work is Reduced, the Consultant shall make Good Faith Efforts to find another DBE to perform at least the same amount, but not necessarily the same type of work under the Task Order as the participation that was Terminated or Reduced up to the Task Order Goal.
- b. Prior to making a DBE substitution, the Consultant must submit a *Professional Services Non-Project Specific (NPS) DBE Participation Participation Plan Modification Request* form and receive CDOT's approval for the substitution. A Project Cost Worksheet, or a Letter of Intent for Subconsultants, Vendors/Suppliers must be submitted for each substitute DBE approved by CDOT.

3. *Amended Task Orders.* Consultants must obtain prior CDOT approval for the addition of Subconsultants and Vendors/Suppliers not previously included as part of the selected team and whose participation will be used to count towards Task Order Goals.

## **VII. Enforcement**

It is the sole responsibility of the Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approval of Task Orders and change orders under the Master Contract is not an explicit or implicit approval by CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Master Contract DBE requirements.

CDOT may conduct reviews or investigations of participants as necessary. All participants on the Master Contract and all subsequent Task Orders under that Master Contract, including, but not limited to, DBE Subconsultants and applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet Task Order Goals are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information.



If CDOT determines that a Consultant or Subconsultant was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by CDOT to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, CDOT may:

1. Refuse to count any fraudulent or misrepresented DBE/ESB participation;
2. Withhold progress payments to the Consultant commensurate with the violation;
3. Reduce the Consultant's prequalification status;
4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or
5. Seek any other available contractual remedy.

CDOT may withhold approval of task orders and/or seek reimbursement from the Consultant for failure to comply with these requirements.

A Consultant shall not receive payment for any work performed on the Task Order and resulting from a Substitution not previously authorized by CDOT. If the Consultant fails to meet any Commitments at the conclusion of the Task Order, CDOT will seek reimbursement equaling the difference between the total dollar amount of its Commitments and the total dollar amount of actual payments made to committed DBEs.

CDOT may adjust the total reimbursement amount if the Contractor demonstrates that its failure to meet Commitments was due to circumstances outside of its control. For the purposes of evaluating the reimbursement amounts that will be assessed against the Consultant for not meeting Commitments, CDOT shall consider, but is not limited to, the following:

1. The difference between the total Task Order amount awarded and the actual payments made by CDOT to the Consultant;
2. Any material changes to the Task Order, including the scope of the work, total amount, location, and scheduling;
3. Whether any of the work types associated with a Commitment was self-performed by the Consultant or else performed by another firm;
4. Whether the Consultant was aware of any circumstances that would materially affect its ability to meet its Commitments and took timely and reasonable steps to address it; and
5. Any other relevant considerations

CDOT will provide written notice to the Consultant of any amounts for which it is seeking reimbursement. Consultants must reimburse CDOT within thirty (30) days of the written notice. CDOT may decline to approve future Task Orders under the Master Contract based upon the Consultant's failure to timely reimburse CDOT. Future Task Orders under the Master Contract which are submitted for approval within the thirty-day payment period for reimbursement will not be approved until CDOT is reimbursed by the Consultant for the outstanding amount.

## **VII. Task Order Closeout**

The Consultant will submit a completed *Professional Services Closeout Report* to CDOT upon completion of the work, expenditure of funds, and/or expiration of the Task Order. This form will report the final actual DBE participation on the Task Order and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments.