

**FORM G**  
**RACE NEUTRAL DBE INSTRUCTIONS FOR METRO SUBRECIPIENT AGENCIES**

The City has established a RC-DBE contract goal for this Agreement of **2%**. The successful bidder/offeree will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

**1. DEFINITIONS**

- a. The term “Disadvantaged Business Enterprise” or DBE means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- b. The Term “Race Conscious Disadvantaged Business Enterprise” or RC-DBE. DBE classes have been determined to have a statistically significant disparity in their utilization in previously awarded transportation contracts. RC-DBE’s include all DBE groups, specifically: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic Americans, Subcontinent Asian Americans, and Women
- c. The term “Agreement” also means “Contract.”
- d. Agency also means the local entity entering into this contract with the Consultant.
- e. The term “Bidder” shall mean prime contractor or prime consultant submitting a bid or proposal to recipient organization. The terms “Proposer” or “Offeror” may also be used in lieu of “Bidder.”
- f. The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- a. DBE’s and other small businesses are strongly encouraged to participate in the performance of Agreements financed in whole or in part with federal funds (see 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Contractor should ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The Proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- b. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF RC-DBE INFORMATION**

If there is a RC-DBE contract goal on this contract, the Proposer, in order to be considered responsible and responsive, must make good faith efforts to meet the goal established for the contract. If the goal is not met, the Proposer must document adequate good faith efforts and submit documentation at the time of bid or proposal due date. If the Proposer fails to submit good faith effort documentation at the time of bid or proposal due date, the Proposer will be considered non-responsive. Only RC-DBE firms certified through the CUCP will be

counted towards the contract goal; however, all DBE participation shall be collected and reported.

For contracts with RC-DBE contract goals, the resulting contractor shall utilize the specific DBEs listed unless the contractor obtains the City's prior written consent and unless the City's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

All Proposers are required to submit the following items to the City:

1. The name and addresses of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform. Each DBE must be certified in the NAICS code applicable to the work the firm will perform on the contract;
3. The dollar amount of the participation of each DBE firm;
4. Written documentation of the proposer's commitment to use the DBE subcontractor (the signed RC-DBE Commitment Form and/or other documentation) whose participation it submits to meet a RC-DBE contract goal;
5. Written confirmation from each listed DBE firm that it is participating in the contract in the kind of work and amount of work provided in the proposer's commitment;
6. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of §26.55(c)(1), which requires the Proposer to complete a DBE Regular Dealer/Distributor Affirmation Form; and
7. If the contract goal is not met, evidence of good faith efforts to do so.

If Proposer does not meet DBE goal at time of proposal due date, Proposer must submit its good faith efforts as follows:

1. At time of proposal or bid due date, as a matter of responsiveness, or
2. No later than 5 days after bid opening as a matter of responsibility.

#### **4. RC-DBE PARTICIPATION GENERAL INFORMATION**

It is the Proposer's responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and Metro's DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- a. A RC-DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- b. A certified RC-DBE may participate as a prime contractor, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A RC-DBE Proposer not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following;
  - i. The Proposer is a RC-DBE and will meet the goal by performing with its own forces.
  - ii. The Proposer will meet the goal through work performed by RC-DBE subcontractors, suppliers or trucking companies.
  - iii. The Proposer, prior to bidding, made adequate good faith efforts to meet the goal.

- d. A RC-DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A RC-DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a RC-DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The Proposer shall list only one subcontractor for each portion of work as defined in their bid and all RC-DBE subcontractors should be listed in the bid list of subcontractors. Firms to be counted toward the DBE Goal must be certified by bid/proposal due date.
- g. A prime contractor who is a certified RC-DBE is eligible to claim all of the work in the agreement toward the RC-DBE participation except that portion of the work to be performed by non-DBE subcontractors.
- h. In order to identify certified DBEs, you must only use the California Unified Certification Program Database (CUCP). **Certifications from other agencies or organizations will not be accepted.**
- i. For each DBE listed as a regular dealer or distributor CITY will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor as required under §26.55(e)(2)(iv).

## 5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance. Proposers may call (916) 440-0539 for web or download assistance.
- b. Access the CUCP database from the Department of Transportation, Civil Rights, Disadvantaged Business Enterprise Program website at:  
<https://californiaucp.dbesystem.com>.
  - i. Click on Search for Certified Firms
  - ii. Searches can be performed by one or more criteria
  - iii. Follow instructions on the screen

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBEs COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A RC-DBE, PURCHASES WILL COUNT TOWARDS THE RC-DBE CONTRACT GOAL UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a RC-DBE manufacturer, 100 percent (100%) of the cost of the materials or supplies count towards the goal. A RC-DBE Manufacturer means a firm that owns (or leases) and operates a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and

of the general character described by the specifications. Manufacturing includes blending or modifying raw materials or assembling components to create the product to meet contract specifications. When a DBE makes minor modifications to the materials, supplies, articles, or equipment, the DBE is not a manufacturer. Minor modifications are additional changes to a manufactured product that are small in scope and add minimal value to the final product.

- b. If the materials or supplies purchased from a RC-DBE regular dealer, count 60 percent (60%) of the cost of the materials or supplies. A RC-DBE Regular Dealer means a firm that owns (or leases) and operates, a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in sufficient quantities, and regularly sold or leased to the public in the usual course of business.
- c. Count forty percent (40%) of the cost of materials or supplies (including transportation costs) if the materials or supplies are purchased from a RC-DBE distributor that neither maintains sufficient inventory nor uses its own distribution equipment for the products in question. A RC-DBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. A RC-DBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance.
- d. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not RC-DBE regular dealers within the meaning of this section.
- e. Materials or supplies purchased from a RC-DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies required or fees or transportation charges for the delivery of materials or supplies on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBEs WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A RC-DBE, CREDIT WILL COUNT TOWARDS THE RC-DBE CONTRACT GOAL UNDER THE FOLLOWING CONDITIONS:**

- a. The RC-DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible for a particular agreement, and there cannot be a contrived arrangement for the purpose of meeting the RC-DBE contract goal.
- b. The RC-DBE itself must own and operate at least one fully licensed, insured, and operational truck used in the agreement.
- c. The RC-DBE receives credit for the total value of the transportation services it provides on the agreement using trucks it owns, insures, and operates using the drivers it employs.
- d. The RC-DBE may lease trucks from another RC-DBE firm including an owner-operator who is certified as a RC-DBE. A RC-DBE who leases trucks from another RC-DBE receives credit

for the total value of the transportation services the lessee RC-DBE provides on the agreement.

- e. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE that leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by DBE-owned trucks or leased trucks with DBE employee drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
- f. The DBE may lease trucks without drivers from a non-DBE truck leasing company. If the DBE leases trucks from a non-DBE truck leasing company and uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.
- g. For the purposes of this section, a lease must indicate that the RC-DBE 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 RC-DBE, as long as the lease gives the RC-DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the RC-DBE.

## **8. DBE SUBCONTRACTING FLOW DOWN REQUIREMENTS:**

### **a. CONTRACT ASSURANCE**

Each contract you sign with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

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

### **b. PROMPT PAYMENT PROVISIONS**

The DBE Program, 49 CFR, Part 26, requires that any delay or postponement of payment over 30 days may take place only for good cause and with (CITY'S) prior written approval. The California Business and Professions Code, under Section 7108.5, requires that on public works projects, a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each progress payment, unless otherwise agreed to in writing. Any violation of this provision shall subject the violating Contractor or Subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. Metro's DBE Program with FTA funds requires a prime contractor or subcontractor pay to any subcontractor not later than seven (7) days after receipt of each

progress payment for all contracts. Prompt payment requirements flow down to all lower tier subcontractors.

These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or Subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor, deficient subcontract performance, or noncompliance by a Subcontractor. Any delay or postponement of payment from the above-referenced timeframes may occur only for good cause following written approval from City. Failure to comply with this provision without prior approval from City will constitute noncompliance, which may result in the application of appropriate administrative sanctions, including, but not limited to, withholding of payment to the Contractor of two percent (2%) of the invoice amount due per month, for every month that full payment is not made in accordance with these prompt payment requirements. These requirements apply to both DBE and non-DBE subcontractors.

#### *Prompt Progress Payments to Subcontractors*

Contractor will include a contract clause that will require Subcontractors to pay each lower tiered Subcontractor participating on the Project for satisfactory performance of its contract no later than 7 days from the receipt of each payment the Subcontractor receives from Contractor. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of City. This clause applies to both DBE and non-DBE Subcontractors.

You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor no later than 30 days after the subcontractor's work is satisfactorily completed.

#### **Prompt Payment of Withheld Funds to Subcontractors**

The City shall identify one of the provisions below and include the selected provision in their federal-aid contracts to ensure prompt and full payment of retainage, if applicable, to subcontractors in compliance with 49 CFR 26.29.

Provision #1 – No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Provision #2 – No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor after the subcontractor's work is satisfactorily completed within the following timeframe:

1. For construction subcontracts, retainage must be paid within seven (7) days of receipt unless otherwise agreed to in writing for construction work completed (Section 7108.5 of the CBPC and Section 10262 of the CPCC)

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

□ Provision #3 – The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency within the following timeframe:

1. For construction subcontracts, retainage must be paid within seven (7) days of receipt unless otherwise agreed to in writing for construction work completed (Section 7108.5 of the CBPC and Section 10262 of the CPCC)

Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**c. TERMINATION/SUBSTITUTION**

The contractor must promptly notify the City, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by City. Contractor must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor without prior written consent of the City. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City. The contractor must give the DBE five days to respond to the contractor's written notice and advise the City and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the City should not approve the contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the City may provide a respond period shorter than five days. The City shall review the termination/substitution request based on the reasons provided in 49 CFR 26.53. The contractor will include a contract clause stating:

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

The contractor must make available upon request by City a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or an agreement with DBEs to supply labor or

materials require that the subcontract and all lower tier subcontractors be performed in accordance with this part's provisions.

**d. FAILURE TO COMPLY**

Failure of the Contractor to comply with any DBE requirement of 49 CFR Part 26 as amended, may subject Contractor to formal enforcement action or appropriate sanctions by LACMTA, such as the termination of the contract, progressive payment withholding until deficiencies are remedied, and any additional enforcement allowed by the contract.

**INSTRUCTIONS - BIDDER'S LIST OF SUBCONTRACTORS  
(DBE AND NON-DBE) PART I AND PART II  
(CONSTRUCTION CONTRACTS)**

**ALL PROPOSERS:**

The U.S. Department of Transportation (DOT) requires CITY to maintain a "Bidders List" containing information about all firms (DBE and non-DBE) that bid, propose or quote on CITY's DOT-assisted contracts, in accordance with 49 CFR Part 26.11, for use in the Metro's overall triennial DBE goal-setting process. Therefore, the Proposer shall provide the requested information for every firm who submitted a quote, bid, or proposal, including the primary Proposer, whether successful or unsuccessful in their attempt to obtain a contract:

- a. Firm name;
- b. Firm address;
- c. Phone number
- d. A description of the work that each DBE will perform;
- e. Range of annual gross receipts for the last year;
- f. Race and gender of firm's majority owner;
- g. NAICS code applicable to each scope of work the firm seeks to perform in its bid.

**PART I** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal.

**PART II** - Identifies all subcontractors (DBE and Non-DBE) that provided a quote, bid, or proposal but were not selected to participate as a subcontractor on the project.

It is the Proposers responsibility to verify that the RC-DBE(s) falls into one of the following six groups in order to count towards the RC-DBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Hispanic American, 5) Subcontinent Asian American, and 6) Women.

**RFP FORM \_\_ – BIDDERS LIST**

**Proposer**

**RFP Number**

The U.S. Department of Transportation (DOT) requires CITY to create and maintain a Bidders List containing information about all firms (DBEs and non-DBEs) that bid, propose, or quote on CITY’s DOT-assisted contracts in accordance with 49 C.F.R., Part 26.11. The “Bidders List” is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Proposer is to complete all requested information for every firm that submitted a bid, proposal, or quote, including the Proposer itself and any proposed subconsultants. The Bidders List form shall be submitted with each proposal submitted by the Proposer to CITY and for all bids, proposals, or quotes received by the Proposer for the pre-construction phase of this Project. Please note that CITY will request that this form be executed again if Proposer is awarded construction work on the Project as new subcontractors will then need to be identified. *s. **The Bidders List content will not be considered in evaluating the proposal or determining award of any contract.***

**1.0 Proposer’s Information**

Name of Prime’s Firm:			Phone: (        )        -
Firm Address:			Email Address:
Type of work/services/materials provided:			
City	ST	ZIP	
Number of years in business:			
Contact Person:			Title:
Is the firm currently certified as a DBE under 49 C.F.R., Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No			Check the box below for your firm’s annual gross receipts last year:
Proposer has DBE Certification in the following categories (place an “X”):			<input type="checkbox"/> Less than \$1 million
<input type="checkbox"/> Black American	<input type="checkbox"/> Asian Pacific American		<input type="checkbox"/> Less than \$5 million
<input type="checkbox"/> Native American	<input type="checkbox"/> Women		<input type="checkbox"/> Less than \$10 million
<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Subcontinent Asian American		<input type="checkbox"/> Less than \$15 million
<input type="checkbox"/> Other			<input type="checkbox"/> More than \$15 million
Race and gender of firm’s majority owner:			North American Industry Classification System (NAICS) code applicable to each scope of work the firm seeks to perform in its bid.

**RFP FORM \_\_ (CONT'D) – BIDDERS LIST**

**Note: Each proposed subconsultant shall complete this form, and the Proposer will submit it with its proposal.**

<b>2.0 Subconsultant's Information</b>						
Name of Subconsultant's Firm:		Phone: (        )        -				
Firm Address:		Email Address:				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; padding: 2px;">City</td> <td style="width: 10%; padding: 2px;">ST</td> <td style="width: 65%; padding: 2px;">ZIP</td> </tr> </table>		City	ST	ZIP	Type of work/services/materials provided:	
City	ST	ZIP				
Number of years in business:						
Contact Person:		Title:				
Is the subconsultant's firm currently certified as a DBE under Part 26? <input type="checkbox"/> Yes <input type="checkbox"/> No		Check the box below for your firm's annual gross receipts last year:				
Subconsultant has DBE Certification in the following categories (place an "X"): <input type="checkbox"/> Black American <input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Native American <input type="checkbox"/> Women <input type="checkbox"/> Hispanic American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Other		<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million				
Race and gender of firm's majority owner:		North American Industry Classification System (NAICS) code applicable to each scope of work the firm seeks to perform in its bid.				

**If necessary, this Bidders List form can be duplicated to include all firms (DBEs and non-DBEs) that have submitted a bid, proposal, or quote on this DOT-assisted Project, whether successful or unsuccessful in their attempt to obtain a contract.**

## INSTRUCTIONS - LOCAL AGENCY PROPOSER RC-DBE COMMITMENT

### ALL PROPOSERS:

**PLEASE NOTE:** It is the proposer's responsibility to verify that the RC-DBE(s) falls into one of the following groups in order to count towards the RC-DBE contract goal: 1) Black Americans; 2) Asian-Pacific Americans; 3) Native Americans; 4) Hispanic Americans, 5) Subcontinent Asian Americans, and 6) Women. This information must be submitted with your proposal. Failure to submit the required RC-DBE commitment will be grounds for finding the proposal nonresponsive.

A "RC-DBE" is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: Black Americans, Native Americans, Asian-Pacific Americans, Hispanic American, Subcontinent Asian American, or Women.

The form requires specific information regarding the consultant contract: Local Agency, Location, Project Description, Proposal Date, Proposer's Name, and Contract RC-DBE goal.

The form has a column for the Description of Work, Service or Materials Supplied to be subcontracted to RC-DBEs (or performed if the proposer is a RC-DBE). The RC-DBE prime contractors shall indicate all work to be performed by RC-DBEs including work to be performed by its own forces, if a RC-DBE. The RC-DBE shall provide a certification number to the Consultant and notify the Consultant in writing with the date of decertification if their status should change during the course of the contract. Enter RC-DBE prime consultant and subconsultant certification numbers. The form has a column for the Names of certified RC-DBEs to perform the work (must be certified on the date proposals are due and include RC-DBE address and phone number).

There is a column for the dollar amount of each RC-DBE. Enter the Total Claimed RC-DBE Participation dollar amount and percentage of items of work submitted with proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the RC-DBE, describe exact portion of time to be performed or furnished by the RC-DBE.) **Note:** If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O2 must be signed and dated by the consultant submitting the proposal. Also list a phone number in the space provided and print the name of the person to contact.



## RC-DBE INFORMATION - GOOD FAITH EFFORTS

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date: \_\_\_\_\_

The CITY has established a Race-Conscious Disadvantaged Business Enterprise (RC-DBE) goal of **2%** for this project. The information provided herein shows that a good faith effort was made. Good Faith Efforts documentation must be submitted with the Bid/Proposal or Contractor will be deemed non-responsive to the DBE requirements.

Lowest, second lowest and third lowest Proposers shall submit the following information to document adequate good faith efforts. Proposers should submit the following information even if the "Local Agency Bidder – RC-DBE Commitment" form indicates that the Proposer has met the RC-DBE contract goal. This will protect the Proposer's eligibility for award of the contract if the administering agency determines that the Proposer failed to meet the goal for various reasons, e.g., a RC-DBE firm was not certified at bid opening, or the Proposer made a mathematical error.

Submittal of only the "Local Agency Bidder RC-DBE Commitment" form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following types of actions will be considered as part of the Proposer's Good Faith Efforts to obtain RC-DBE participation:

- a. The names and dates of each publication in which a request for RC-DBE participation for this project was placed by the Proposer. Attach copies of advertisements or proofs of publication:

Publications	Dates of Advertisement

- b. The names and dates of written notices sent to certified RC-DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the RC-DBEs were interested. Attach copies of solicitations, telephone records, fax confirmations etc.

Names of RC-DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- c. The items of work which the Proposer made available to RC-DBE firms, including, where appropriate, any break down of the contract work items (including those items normally performed by the Proposer with its own forces) into economically feasible units to facilitate RC-DBE participation. It is the Proposer's responsibility to

demonstrate that sufficient work was made available to facilitate RC-DBE participation as follows (please provide documents that sufficiently evidence the effort):

Items of Work	Proposer Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract
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d. The names, addresses and phone numbers of rejected RC-DBE firms, the reasons for the Proposer's rejection of the RC-DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each RC-DBE if the selected firm is not a RC-DBE.

1. Names, addresses and phone numbers of rejected RC-DBEs and the reasons for the Proposer's rejection of the RC-DBEs:

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2. Names, addresses and phone numbers of firms selected for the work identified above:

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e. Efforts made to assist interested RC-DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to RC-DBEs:

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f. Efforts made to assist interested RC-DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the RC-DBE subcontractor purchases or leases from the prime contractor or its affiliate:

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- g. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using RC-DBE firms. Attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.

Name of Agency/Organization	Method/Date of Contact	Results
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

- h. Any additional data to support a demonstration of good faith efforts please include here.

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**Proposers are advised to attach all requested documents to this form. Include any and all supplemental materials necessary in order to demonstrate Good Faith Efforts.**

**INSTRUCTIONS – SUMMARY OF MONTHLY DBE PAYMENTS INFORMATION CITY FORM NO. 103**

**SUCCESSFUL PROPOSER:**

This form requires specific information regarding the disadvantaged business enterprise subcontractors paid on this construction contract.

The form must be completed for all DBEs – including all RC-DBEs paid for each monthly period. The form requires that the Reporting Period (month/year) be included. A Report Number should also be completed. This field should include a sequential number with the first form having number “1”. The date prepared should also be included.

**IMPORTANT:** Identify **all** DBE firms that were paid during the reporting period for the project-including all RC-DBEs listed on the RC-DBE Commitment form (Exhibit 15G(1)), regardless of tier. Names of the First Tier DBE Subcontractors and their respective item(s) of work listed should be consistent, where applicable, with the names and items of work in the "List of Subcontractors" submitted with your bid.

There is a column for the “Dollars Paid This Month”. Enter the Total amount paid for each DBE firm for the reporting period. Also include the total amount paid to date, which shall include the amount paid for the current reporting period.

Include the Schedule Activity ID for construction contracts. Include a brief description for the type of work performed. The original dollar amount committed to the DBE firm should be included in the appropriate Column and any increase or decrease in the subcontract amount resulting from a change order shall be included in the “Dollar +/- resulting from Change order Activity” column.

CITY Form **XXX** must be signed and dated by the prime contractor’s representative that is responsible for reporting DBE compliance matters. The form must be submitted no later than the 15<sup>th</sup> day of each month.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) SUBCONTRACTORS PAID REPORT							FORM 103
Reporting Period (Month/Yr) :							
<small>(Please Print or Type)</small>							
1) Project Name:		2) Report No.:	1		3) Prime:		
4) Project Location:		5) Contract No.:		6) Prepared By:			
7) Prime Contractor:		8) Original Award Amount:		9) Phone #:			
10) Address:		11) Current Contract Value:		12) Contact Person:			
16) City, State, Zip Code:		13) Payment this month:		14) Phone #:			
18) Contract Award Date:		16) Total \$ Paid to-date to Prime:		17) Signature:			
21) DBE (committed) Goal:		18) Date of last progress paym't rec'd from MTA:		20) (Title):			
22) % of project complete:							
Subrecipient - Local Agency No. 2 (Subrecipient Name)		24) DOLLARS PAID THIS MONTH	25) DOLLAR AMOUNT PAID-TO-DATE	26) (Construction only) Schedule Activity I.D.	27) TYPE OF WORK PERFORMED	28) Original Dollar Amount COMMITTED	29) Dollar +/-resulting from Change order activity
23) PRIME							
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #1							
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #2							
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #3							
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #4							
NAME							
ADDRESS							
(Area Code) PHONE		\$ -	\$ -			\$ -	
CONTACT							
SUBCONTRACTOR/SUPPLIER #5							
<b>Special Instructions:</b> The Prime shall make prompt payment of all monies due and owed to DBE and non-DBE firms within 7 business days upon receipt of payment from Agency as per contract agreement and Prompt Payment Act. Payment of retention shall be made to all DBE and non-DBE subcontractors within 7 days after satisfactory completion of the subcontracted work. The Form 103 is due by the 15th of each month and should reflect all payments made to subs through the last day of the previous month. The Prime must report monthly for the life of the contract, even if the sub(s) did not perform any work for the previous month.							



**DBE Regular Dealer/Distributor  
Affirmation Form**

Bidder Name:

U.S. Department of  
Transportation

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name:

Total Subcontract/Purchase Order Amount:

Authorized DBE Representative (Name and Title):

NAICS Code(s) Related to the Items to be Sold/Leased:

1. Will **all** items sold or leased be provided from the on-hand inventory at your establishment? **YES** **NO**

(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.** If "NO" Continue.)

- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)? **YES** **NO** (If "YES," Go to Question 2. If "NO" Continue.)

- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?

**YES** **NO\*** (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

\*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?

**YES** **NO<sup>1</sup>**

(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?

**YES<sup>2</sup>** **NO<sup>3</sup>**

- a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased ? **YES<sup>2</sup>** **NO<sup>3</sup>**

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased **may** be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

**Printed Name and Signature of DBE Owner/Authorized Representative:**

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

**Printed Name and Signature of Bidder's Authorized Representative:**