



CALIFORNIA HIGH-SPEED RAIL AUTHORITY

August 2012*

**Updated solely to reflect changes in CA Small Business certification qualifications and Disabled Veteran Business Enterprise reporting requirements as of February 01, 2022.*



*Edmund G. Brown Jr.
Governor
State of California*



REVISED SMALL AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The California High-Speed Rail Authority is committed to making small business a top priority in all contracting phases of this historic infrastructure project. Our goal is to achieve 30 percent small and disadvantaged business participation on the project. This commitment will serve to inspire business growth, job creation and workforce development opportunities while building the vitality of California's high-speed rail program.

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**California High Speed Rail Authority
Small and Disadvantaged Business Enterprise Program (Revised 2012)*
Design Build Contracts**

*Updated solely to reflect changes in CA Small Business certification qualifications and Disabled Veteran Business Enterprise reporting requirements as of February 01, 2022.

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CALIFORNIA HIGH-SPEED RAIL AUTHORITY


POLICY DIRECTIVE

Number POLI-SB-01

Approved By



Jeff Morales
Chief Executive Officer



Date

SUBJECT: Small and Disadvantaged Business Enterprise Policy

The California High-Speed Rail Authority (Authority) is overseeing the design and construction of a multi-billion dollar state-of-the-art high-speed rail system, with 800 miles of track connecting urban centers from San Francisco to San Diego, utilizing trains that operate at speeds of 220 mph. Building this state-of-the-art high-speed rail system will promote a strong, diverse economy. The project will create significant contracting opportunities for businesses throughout the State of California and will eventually result in more than 1 million job-years, with 100,000s of long-term/permanent jobs once the system is fully in place.

As a condition of federal financial assistance, from the Federal Railroad Administration (FRA), the Authority has signed an assurance that it will implement the best practices of Title 49 Code of Federal Regulations (CFR) Part 26 "*US Department of Transportation DBE Program*" and comply with Title VI of the Civil Rights Act of 1964 and related statutes, on all activities to ensure Small and Disadvantaged Businesses have an equitable opportunity to participate in contracts funded in part or in whole with federal financial assistance. The Authority has established a Small and Disadvantaged Business Enterprise Program, inclusive of Small Businesses (SB), Disabled Veteran Business Enterprises (DVBE), Disadvantaged Business Enterprises (DBE) and Microbusinesses (MB), which meets the State of California SB/DVBE and federal DBE certification eligibility criteria, and herein after, will be referred to as SBs. The Authority is committed to ensuring SBs have the maximum practicable opportunity to compete for and participate in the Authority's contracting and procurement opportunities.

It is the policy of the Authority to ensure SBs as defined by Government Code 14837, Military and Veteran Code 999 and 49 CFR Part 26; are afforded every opportunity to participate in the Authority's contracting program. The Authority strives to meet an overall 30 percent SB participation goal, representative of firms that reflect the diversity of California. The 30 percent goal is inclusive of a 10 percent DBE goal and a 3 percent DVBE goal on federally assisted contracts.

Program Objectives

The Authority's Chief Executive Officer (CEO) has the lead responsibility for the development and implementation of the Authority's SB Program. The CEO will designate a SB Liaison Officer (SBLO). In this capacity, the SBLO is responsible for implementing and ensuring compliance by all parties with respect to all components of the program.

The Authority's policy and race and gender neutral SB Program incorporates the following objectives:

- Ensure participation by SB concerns owned and controlled by socially and economically disadvantaged individuals;
- Provide maximum practicable opportunities for SBs, including veteran owned small businesses and service-disabled veteran small businesses;
- Ensure best practices are implemented, consistent with our nation's Civil Rights and Equal Opportunity laws that ensure all individuals regardless of race, gender, age, disability and national origin benefit from activities funded by federal financial assistance;
- Meet construction employment goals for minorities and women;
- Ensure non-discrimination in the award and administration of all contracts inclusive of USDOT-assisted contracts;
- Create a level playing field in which SBs can compete fairly for all Authority contracts and subcontracts;
- Ensure that the SB Program is implemented in accordance with applicable State and federal laws and regulations;
- Ensure that only firms that fully meet Government Code 14837, Military and Veterans Code 999 and 49 CFR Part 26 eligibility standards are permitted to be counted towards meeting the overall SB goal;
- Help remove barriers for the participation of SBs;
- Assist in the development of existing SB firms--enabling the firms to compete successfully in the market place;
- Ensure Contractors meet the established SB goals, including developing a SB Performance Plan (SB Utilization Plan);
- Ensure subcontract solicitation and subcontract documents include the SB Program plan and goal requirements;
- Ensure the SB Program is flexible, attainable, efficient and credible; and
- Ensure a workforce on the construction of the project to be reflective of the diversity of California.

The Authority will administer the SB Program in accordance with the spirit and intent of the Governor's Executive Order S-02-06 and US Department of Transportation, 49 CFR Part 26, federal financial assistance agreements until all funds are expended.

The Authority ensures Equal Opportunity to all people and businesses, regardless of race, color, or national origin.

I. SUBPART A: GENERAL REQUIREMENTS

A. Program Authority and Applicability

Pursuant to the Authority's project funding assurances, the SB Program is authorized by Executive Order S-02-06, and by Title VI of the Civil Rights Act of 1964 and related statutes.

This SB Program is applicable to the Authority's State financially assisted and federal USDOT--Federal Railroad Administration (FRA) financially assisted projects. To ensure success of the program, the Authority will require strict compliance in meeting the program objectives and corresponding requirements by all Authority staff, its Consultants, Contractors and subcontractors, regardless of tier.

The SB Program:

1. Complies with State laws and federal regulations and financial assistance agreements;
2. Meets legal standards of application;
3. Ensures non-discrimination in the award of State and USDOT-assisted contracts; and
4. Reaffirms the Authority's commitment to fairness and the principles of equal opportunity.

In the event of any conflicts or inconsistencies between the federal regulations and the SB Program with respect to DOT-assisted contracts, the federal regulations shall prevail.

Contracts

The Authority recognizes that certain modifications are necessary to adapt the SB Program for use in connection with the construction of the high-speed rail system. The SB Program plan provisions will be modified for construction, professional services, and supplier and manufacturer procurements.

B. Definitions

Some of the most common terms, as used in the SB Program, are defined as:

Business Advisory Council (BAC): The BAC serves as a forum to provide essential input and advisement to the Authority in implementing its policies and practices that affect and/or impact Small Business utilization and participation in the Authority's contracting programs. The BAC does not make decisions for the Authority.

California Unified Certification Program (CUCP): One-stop certification clearinghouse, enabling applicants to apply once for DBE certification, which will be honored by all USDOT recipients in the state of California.

Commercially Useful Function (CUF): In collective consideration of CUF standards set forth by Government Code 14837, California Code of Regulations § 1896.4(h), Military and Veteran Code 999(b) (5) and 49 CFR Parts 26.53(b) and 26.55 (1), the Authority will uniformly apply CUF Best Practices standards. A small, disadvantaged business, disabled veteran business and microbusiness is deemed to perform a commercially useful function if the business meets the following CUF standards:

1. Performs a commercially useful function when a SB is responsible for the execution of a distinct element of work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

2. Performs work that is normal for its business services and functions.
3. Be responsible, with respect, to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material and installing and paying for the material itself.
4. A SB does not perform a CUF 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 SB participation.
5. Specific to DBEs, a DBE does not perform a CUF if it does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the SB 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.

Compliance: A Contractor has correctly implemented the requirements of the SB Program.

Connect HSR Vendor Registry: A list of all contractors, SBs and non-SBs that have expressed an interest in bidding on the Authority's prime contracts and subcontracts. The purpose of this list is to provide as accurate data as possible about the availability of SBs and non-SBs who seek to work on Authority contracts.

Contract: A legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to construction and professional services) and the buyer to pay for them.

Contractor: One who participates, through a prime contract, in the Authority's Design-Build program. In this SB Program, Contractor shall also mean--Design-Builder, Master Contractor, Prime Contractor and Prime Consultant.

Department of General Services (DGS): The California Department of General Services.

Department of Transportation or USDOT: The U.S. Department of Transportation, including the Office of the Secretary, the Federal Railroad Administration, Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the Federal Aviation Administration (FAA). U.S. Department of Transportation is also synonymous with Operating Administration.

Disadvantaged Business Enterprise (DBE) Certification: A certification issued to a firm by a certifying member agency of the California Unified Certification Program (CUCP) which has been determined to meet all the requirements in accordance with 49 CFR Part 26. All certification determinations are evidenced by a letter of DBE certification issued by the certifying CUCP member. Refer to the DBE Directory for a listing of DBE firms.

Director of Contract Compliance: The Director of Contract Compliance is responsible for the Authority's Contract Compliance division to ensure that Contractors are compliant with the Authority's SB Program, Labor Compliance, Community Benefits Agreement and National Targeted Hiring Initiative programs and policies.

DOT-Assisted Contract: A contract funded in whole or in part with USDOT financial assistance, including letters of credit, grants, or loan guarantees.

Goal: A numerically expressed objective, which the Authority or its Contractors have agreed to achieve in compliance with state and federal funding requirements.

Good Faith Efforts: Efforts to achieve the established SB goal or other requirements which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the Authority's SB Program requirement.

North American Industrial Classification System (NAICS): The five-to-six-digit classification number which best describes the primary business of a firm. The NAICS is described in the North American Industry Classification Manual—United States, which is available at the U.S. Census Bureau website: www.census.gov/eos/www/naics

Non-Compliance: A Contractor who has not correctly implemented the requirements of the SB Program.

Professional Services: Professional services that are infrequent, technical, or unique functions performed by independent Contractors or consultants whose occupation is the rendering of such services.

Race-Conscious Measure: A program or portion thereof that focuses specifically on assisting only DBEs, including women-owned DBEs, by the development and inclusion of a numeric participation goal.

Race-Neutral Measure: A program or portion thereof that, assists all small businesses regardless of ownership through community outreach and awareness programs to participate successfully in the Authority's procurement program. For the purposes of the SB Program, "race neutral" includes gender neutrality.

Small Business Administration (SBA): The United States Small Business Administration.

Small Business Advocate: The Small Business Advocate shall be responsible for the development and implementation of a statewide Small Business outreach program to achieve the Authority's policies and goals for Small Business participation and utilization in the high-speed rail program.

Small Business Concern: In order to be as inclusive as possible to small businesses for the purpose of a federal aid project, the Authority recognizes a Small Business Concern to include certified Small Businesses (SB), Disadvantaged Business Enterprises (DBE), Disabled Veteran Business Enterprises (DVBE), Microbusinesses and Small Businesses for the Purpose of Public Works (SB-PW). With respect to firms seeking to participate as SB or DBE in DOT- assisted contracts, a business which meets the definition contained in Section 3 of the Small Business Act and the U.S. Small Business Administration regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26.65 (b)., as set forth below:

- (1) **Disadvantaged Business Enterprise (DBE)** – A for-profit small business concern that is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged. In the case of a corporation, 51 percent of the stock is owned by one or more such individuals; and, whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it and has been certified as a Disadvantaged in accordance with 49 C.F.R. Part 26. The Authority recognizes DBE certifications issued by the California Unified Certification Program (CUCP).
- (2) **Disabled Veteran Business Enterprise (DVBE)** – A for-profit small business concern that is at least 51 percent owned by a veteran of the United States Military who has at least a 10 percent service-connected disability. To qualify as a Disabled Veteran Business Enterprise, the business must have received the appropriate certification issued by the California Department of General Services.
- (3) **Microbusiness (MB)** – A for-profit small business concern with gross annual receipts of less than \$5,000,000; or, if the small business is a manufacturer, with 25 or fewer

employees. The Authority recognizes Microbusiness certifications issued by the California Department of General Services.

- (4) **Small Business (SB)** – A for-profit small business that meets the requirements and eligibility criteria set forth by the U.S. Small Business Administration 8(a) program or California Department of General Services for certification as a Small Business.

Under the California Department of General Services definition, a Small Business is independently owned and operated, with its principal office located in California, and with owners living in California, has grossed \$15 million or less over the previous three (3) tax years, and is not dominant in its field of operations. This certification is issued by the California Department of General Services. The Small Business participation will be counted toward the Authority’s overall Small Business utilization goal.

- (5) **Small Business for the Purpose of Public Works (SB-PW)** - A for-profit business concern that is independently owned and operated, is not dominant in field of operation, whose principal office is located in California, Owners, Officers, Members/Managers, Partners must be domiciled in California, with an average of \$36 million or less in gross annual receipts over the last three (3) tax years (including affiliates), has 200 or fewer employees (including affiliates).

This certification type is solely for the purpose of Public Works contracts and/or projects. SB-PW expands the opportunities for small businesses to compete in the public works arena. For the purpose of this certification, public works is defined as in Public Contract Code 1101: An agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

Socially and Economically Disadvantaged Individual: Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identify as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual’s control.

1. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
2. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. “Black Americans” which includes persons having origins in any of the Black racial groups of Africa;
 - ii. “Hispanic Americans” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - iii. “Native Americans” which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives or Native Hawaiians;
 - iv. “Asian Pacific Americans” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau),

Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- v. "Subcontinent Asian Americans" which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- vi. Women; and
- vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.

Subconsultant:

1. Prior to award of the Agreement, any Person or entity with whom the Consultant proposes to enter into a subcontract for any part of the work, or that will enter into a sub-subcontract for any part of the work, at any tier; or
2. After award of the Agreement, any Person with whom the Consultant has entered into a subcontract/subagreement for any part of the work, or with whom any Subconsultant has further subcontracted any part of the work, at all tiers.

Subcontractor:

1. Prior to contract award, any person or entity with whom the person or entity made an offer to enter into a subcontract for any part of the work, or that will enter into a sub-subcontract for any part of the work, at any tier; or
2. After contract award, any person with whom the Contractor has entered into a subcontract for any part of the work, or with whom the Contractor has entered into a subcontractor agreement for any part of the work, or with whom any subcontractor has further subcontracted any part of the work, at all tiers. In this SB Program, subcontractor shall also mean supplier, vendor, and services, regardless of tier.

Total Contract Dollars: The total dollars of any Authority Agreement subject to the SB Program, including all options and amendments, unless explicitly excluded by the Authority.

C. Non-discrimination Requirements

The Authority will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract.

In administering its SB Program, the Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing the accomplishment of the objectives of the SB Program with respect to individuals of a particular race, color, sex, disability, or national origin.

In accordance with Title VI of the 1964 Civil Rights Act and related statutes, Contractors and Consultants, regardless of tier, shall comply with the following non-discrimination requirements:

- A. **Compliance with regulations:** The Contractor shall comply with regulations relative to Title VI (non-discrimination in federally-assisted programs of the U.S. Department of Transportation - Title 49 CFR Part 21 and Part 26.7 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement

and maintain a policy of non-discrimination in which no person shall, on the basis of race, color, or national origin, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- B. **Non-discrimination:** The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, sex or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 et. seq. of the USDOT's regulations, including employment practices.
- C. **Solicitations for Subcontracts, Including Procurements of Services, Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the regulations relative to non-discrimination on the grounds of race, color sex or national origin.
- D. **Information and Reports:** The Contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Authority or any duly authorized representative of the federal government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Authority, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. **Sanctions for Non-compliance:** In the event of the Contractor's non-compliance with the non- discrimination provisions of this Agreement, the Authority shall impose such Agreement sanctions as it or any federal funding agency may determine to be appropriate, including, but not limited to:
 - 1) Withholding of payments to the Contractor under the Agreement until the Contractor complies, and/or
 - 2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (A) through (E) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The Contractor will take such action with respect to any subcontractor or procurement as the Authority or any federal funding agency may direct as a means of enforcing such provisions including sanctions for non-compliance.

The following clause should be placed, in USDOT-assisted contract and in subcontract language, regardless of tier:

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, or 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 Authority 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.

For Solely State Funded Contracts

In accordance with State non-discrimination program requirements as set forth in Government Code Section 12990 et seq and Title 2, California Code of Regulations, Division 4, Chapter 5, Sections 8103, 8104, 8108 and 8113 (unless exempted pursuant to Section 8115) Contractors or subcontractor firms with 50 or more employees shall provide a description of the firm's non-discrimination plan designed to eliminate discrimination based on race, color, religion, age, sex, sexual orientation, disability or national origin.

Each firm (Contractor or subcontractor) with fewer than 50 employees must provide a statement indicating that the firm has fewer than 50 employees and is therefore exempt from the Non-discrimination Plan requirement.

Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

D. Federal Financial Assistance Agreements

Pursuant to Public Utilities Code 185036(d) the Authority may enter into a cooperative or joint development agreement with local governments or private entities (collectively Subrecipient). As a condition of receiving federal financial assistance funds, the Subrecipient must adhere to non-discrimination program requirements and may develop and implement a SB Program in accordance with the best practices of 49 CFR Part 26, where applicable. The Subrecipient may implement an existing SB or DBE Program, with the concurrence from the Authority.

Pursuant to federal provisions, the Authority shall require the Subrecipient to provide assurances of their compliance with 49 CFR Part 26.13(a) and will include the below language in agreements with Subrecipients.

Assurance: 49 CFR Part 26.13(a)

The (INSERT SUBRECIPIENT NAME) shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT assisted contract or in the administration of its SB Program or the best practices of 49 CFR Part 26. The SUBRECIPIENT (INSERT NAME) shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in the award and administration of USDOT assisted contracts. The Authority's SB Program, as approved by FRA, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Authority of the SUBRECIPIENT (INSERT NAME) failure to carry out its approved program, the FRA may impose sanction as provided for under 49 Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Authority shall maintain program oversight to ensure the Subrecipient entity complies with the best practices of 49 CFR Part 26, where applicable, under the cooperative or joint partnership agreement.

II. SUBPART B: RESPONSIBILITY OF SB PROGRAM IMPLEMENTATION

A. SB Liaison Officer (SBLO)

The Authority's Chief Executive Officer (CEO) designates the SBLO to administer the day-to-day operations of the SB Program. The SBLO has direct, independent access to the CEO concerning SB Program matters. The SBLO contact information is:

Small Business Liaison Officer
California High-Speed Rail Authority
770 L Street, Suite 620
Sacramento, CA 95814
(916) 324-1541

The SBLO or its designee, is responsible for implementing all aspects of the SB Program and ensuring that Authority complies with all provisions of the Executive Order S-02-06 and the best practices of 49 CFR Part 26.25, where applicable. An organization chart displaying the SBLO position in the organization is found in Attachment 1 to this plan.

In this capacity, the SBLO is responsible for developing, implementing and monitoring the SB Program, in coordination with other appropriate officials. The SBLO shall have appropriate resources to assist in the administration of the program. The duties and responsibilities include, and are not limited to the following:

1. Develops, implements and monitors the SB Program, keeping it up-to-date with the current business environment and the latest revisions to the applicable State and federal laws and regulations, ensuring the SB Program is responsive to and in compliance with the regulations, including, but not limited to, the Executive Order S-02-06 and the best practices of 49 CFR Part 26, as applicable.
2. Performs the duties of the Small Business Liaison and Disabled Veteran Business Enterprise Advocate, as prescribed by State statutes.
3. Ensures the Authority employees and its Contractors under contract; understand the importance of the SB Program and meeting the established SB utilization goals.
4. Provides SB Program training to the Authority employees, Program Management Team and others as appropriate.
5. Compiles reports and publishes statistical SB utilization data as required for appropriate entities.
6. Reviews third party contracts and purchase requisitions for compliance with this program.
7. Works with the Program Management Team to set an overall SB business goal.
8. Ensures bid notices and requests for proposals are available to SBs in a timely manner.
9. Identifies federally assisted contracts and procurements and assesses viability for race-neutral or race-conscious contract-specific goal application, where applicable.
10. Analyzes progress toward goal attainments and identifies ways to improve progress, as necessary.
11. Participates in SB meetings and outreach events.
12. Participates in the development and review of contract specifications and solicitations.

13. Evaluates Bidder/Offeror Good Faith Efforts and/or Small Business Performance Plan submittals for compliance with the SB Program objectives.
14. Advises the CEO and the Authority's Board on SB matters and achievements.
15. Plans and participates in SB training seminars.
16. Conducts business outreach and assists SBs in obtaining the necessary information to compete on contracts by providing guidance and direction, and advising SBs on where to seek management, SB certifications, technical business development expertise, bonding, lines of credit and other supportive services.
17. Provides guidance and assistance to Contractors on the development and implementation of their SB Program Performance Plans.
18. Reviews SB utilization reports from Contractors and makes recommendations, where applicable.
19. Monitors and conducts SB Program reviews of the Contractors adherence with Title VI Program and the SB Program.
20. Ensures coordination of the SB Program deliverables with Authority managers, the Authority's Board, Governor's Office, DGS, FRA, Federal Transit Administration, local agencies and the business community.
21. Ensures only firms meeting eligibility standards count towards the overall SB goal.
22. Facilitates SB inquiries regarding Authority activities, contracts and projects.
23. Facilitates the Authority Business Advisory Council formation, meetings, activities and reports on SB utilization.

B. Shared Responsibility

The following Authority divisions have a shared responsibility to achieve the overall SB Program goals and ensure compliance and success of the SB Program and objectives.

Administrative Services - Procurements and Contracts responsibilities will include, and are not limited to the following, as applicable:

1. Provides draft scopes of work and engineering estimates to enable the SBLO to actively engage in goal setting, outreach and the development of appropriate SB language in solicitation documents.
2. Provides the SBLO with copies of final Information for Bids (IFB), Request for Proposal (RFP), Request for Interest of Qualification (RFIQ), Purchase Orders (PO), mailing lists and advanced notices on Authority procurements.
3. Incorporates SB goals and compliance language into the solicitations.
4. Notifies the SBLO of any changes to IFBs, RFIQs, RFPs and POs.
5. Disseminates information on contracting opportunities to the SBs on the Business Registry and posts on Authority webpage in addition to BidSync.
6. Documents the placement of legal notices in response to Title VI and the best practices 49 CFR Part 26 publication requirements for SB goals, as applicable. Notices will be placed in general, trade and minority focused newspapers.
7. Notifies the SBLO of pre-bid, pre-proposal and pre-construction conferences.

8. Solicits and maintains Business Registry and assists in the identification of potential SB vendors and contractors.
9. Requests SBLO or staff member participation on Bid and Proposal Evaluation, and Negotiation Committees or Teams.
10. Forwards copies of Bids and Proposals to the SBLO for evaluation of responsiveness and/or responsibility to SB Program requirements.
11. Participates in outreach program activities, including vendor fairs.
12. Collects, tracks and reports quarterly and annual SB reports to the SBLO.
13. Assists the SBLO in compiling federal financial assistance information and data to facilitate a SB goal.
14. Assists the SBLO to identify SB financial institutions, bonding and insurance programs to help increase the number of SB participating in contracts and subcontracts.
15. Assists on other contract administration activities that impacts SB utilization.

C. Other Program Support Divisions

The Authority personnel, divisions and Program Management Team share in the responsibility for ensuring the effective implementation and success of the SB Program. The program support divisions and Program Management Team are expected to give their full cooperation and active support to the SBLO in this effort.

Program Management Team responsibilities will include, and not be limited to:

1. Develops a working knowledge of the SB Program's policies, practices and procedures, including race and gender neutral methods of achieving SB utilization by implementing the SB Program requirements.
2. Notifies the SBLO in a timely manner of the project's Pre-Proposal or Pre-Bid conferences and "Kick-Off" meetings.
3. Structures individual contracting actions and acquisition strategies to create a level playing field and utilization by SBs, wherever possible. This includes dividing a contract statement of work, where possible, into portions that will enable SBs to compete as primes. Proper use of this structuring for SB utilization shall not result in the avoidance of proper approval Authority. This also includes, if not prohibited by State law, waiving or reducing bonding requirements or allowing for incremental bonding.
4. Assists the SBLO to perform ongoing contract compliance and monitoring to ensure SBs are utilized on contracts and subcontracts as committed.
5. Assists the SBLO to obtain SB utilization data records and reports, to include reviewing the documents for compliance with the contract terms and conditions and SB Program requirements.
6. Identifies and refers potential SB utilization issues promptly to the SBLO.
7. Responds promptly to other SB related requests.

Communications and Outreach Team responsibilities will include, and not be limited to:

1. Provides up-to-date information electronically on the Authority webpages regarding contracting opportunities, upcoming events and current SB Program information.
2. Provides project and contract information in multiple medias, such as newspapers, other publications, webpages, and a toll free number.
3. Ensures similar business opportunities and events are posted on the DGS and BidSync webpages.
4. Assists the SBLO to provide technical assistance to firms requesting to be placed on the Business Registry, provides database information, including detailed step-by-step instructions on how to register on the Business Registry database.

D. Fostering Small Business Participation

In accordance with the best practices of 49 CFR 26.39, the SB Program shall include elements to structure contracting requirements to facilitate competition by small businesses, taking all reasonable steps to eliminate barriers, including unnecessary and unjustified bundling of contract requirements that may preclude small businesses from participating as prime contractors or subcontractors.

The SBLO is responsible for identifying and implementing innovative acquisition strategies, such as to:

1. Assist SBs in understanding how to do business with the Authority and other Contractors.
2. Participate in forums to hear about and address SB issues.
3. Develop and implement methods for outreach and promotion of SBs to the Authority contract opportunities.
4. Develop brochures and other written material and marketing tools that promote SB utilization in contracts.
5. Create a calendar of contract opportunities, outreach events and general information of interest to SB and post it on the website at www.cahighspeedrail.ca.gov under the Small Business Resources webpage.
6. Disseminate information on networking opportunities for all SBs.
7. Inspire prime bidders on a contract without a goal to provide subcontracting opportunities of a size that SBs can reasonably perform on.
8. Encourage the utilization of the State of California Small Business Option, where possible.
9. Express to Contractors the importance of utilizing innovative strategies in their subcontracting procurements to meet the overall SB goal, which includes utilizing a Small Business Option.

The SBLO will track SB utilization through the Form 103 and include SB attainments on annual reports and publish the information on the Authority website under the Small Business Resources webpage.

III. SUBPART C: ADMINISTRATIVE REQUIREMENTS

A. Data Collection and Reporting

State SB Reporting

Pursuant to Government Code § 14838, the Authority is obliged to report SB utilization to the Authority's Board, DGS and California Legislators through the Standard Form 810—Contracting Activity Report and related Form 810s. The Authority shall submit the report to DGS by July 31 of each year. The data will include SB contract and subcontract awards for previous fiscal year on solely State funded contracts. The SB utilization data for the Form 810 will be collected from Contractors through the monthly submittal of the Form 103 SB Utilization Report. An example of the Form 810 can be found at: https://www.documents.dgs.ca.gov/dgs/fmc/gc/pd/pd_810.pdf.

Refer to Subpart E: Professional Services Provisions, Section D. Contractor Good Faith Efforts and Reporting Obligations for information on reporting requirements specific to DVBE Contracts.

Federal SB and DBE Reporting

The Authority will report SB, including DBE utilization, on the USDOT Uniform Report of DBE Awards/Attainments Form. The report will be submitted to the FRA on a semi-annual basis (June 1 and December 1) each year. The June 1 report shall include information from October 1 through March 31. The December 1 report shall include information from April 1 through September 30. These reports will capture SB, including DBE utilization for USDOT financially assisted contracts awarded during the reporting period and actual SB attainments based on payments made to SBs and DBEs on USDOT financially assisted contracts closed within the respective reporting period (See Attachment 3 for the USDOT Uniform Report of DBE Awards and Commitments Form). The SB utilization data will be collected from Contractors through the monthly submittal of the Form 103 SB Utilization Report.

In the event that the Authority receives USDOT financial assistance from an Operating Administration that has directed the Authority to impose 49 CFR Section 26.45(e) (2), the Authority will develop a DBE goal in accordance with federally prescribed goal setting methodology and submit its overall DBE goal to the appropriate USDOT Operating Administration by August 1, under a three-year goal review interval. The Authority will additionally, on an annual basis, review its DBE attainments in contrast to its overall DBE goal to determine if any measures, including race-conscious measures would need to be instituted to effectively meet its established overall DBE goal.

For purposes of the federal SB and DBE utilization report, a small business that is certified by the DGS or the SBA will be counted as a SB.

Business Registry

The Authority will create and maintain a Business Registry, consisting of information regarding all SBs and non-SBs that have expressed an interest in, have bid or quoted on the Authority's contracting opportunities. The purpose of the Business Registry is to determine the availability of the SBs interested in the rail project and provide potential and selected Contractors with information on who is available for subcontracting opportunities. The Business Registry is designed to capture:

- Business name
- Contact information—address, phone numbers

- SB certification type and status
- If the firm is not a SB, their non-SB status
- Age of business
- General or average annual gross receipts
- General business services
- Business's NAICS
- Central Contractor Registration number

The Business Registry will be derived through the contract procurement solicitation process and through the Authority's website. The Business Registry will be available to prospective Bidders and Offerors to facilitate meeting the SB goal. The Business Registry is not a certification directory. SB certification must be validated through a recognized certifying agency.

SB/DVBE/DBE Directories:

The Authority and Contractor shall rely on the DGS - SB/DVBE/MB/SB-PW Directory, the California Unified Certification Program (CUCP) and the SBA directory to identify and verify certified firms. A complete listing of certified SB/DBE/DVBE/MB and SB-PW can be found on the DGS website at www.dgs.ca.gov/pd/programs/OSDS.aspx.

A complete listing of certified DBEs can be found on the California Unified Certification Program website at www.dot.ca.gov/hq/bep. A complete listing of certified SBs by the SBA can be found at www.sam.gov.

The directories provide the firm's name, address, phone number, fax number, certification status and the type of services the firm provides. (Government Code § 14837 and 49 CFR 26.31)

Notification of Reporting Responsibilities

Contractors participating in any of the Authority's contracts shall fully comply with the Authority's specific SB reporting, adhoc reports, record keeping and report submittal requirements.

SB Activity Reporting Forms

All Contractors shall submit monthly progress reports on SB utilization to the Authority. The Authority and Contractors will keep a running tally of actual payments to SBs for work committed to them during the contract performance. Attachment 4, Monthly SB Subcontractors Paid Report-Summary and Payment Verification (Form 103) will be used to keep the running tally. The Form 103 reporting requirement also captures SB utilization at all tiers.

All Contractors shall submit the Form 103 by the 15th of each month. The contract specifications shall describe the method in which to transmit the monthly report. Failure to submit the Form 103 reports may result in the imposition of a penalty of \$1,000 per day for each monthly report overdue. Civil penalties for knowingly providing information on Form 103, is in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. [Military and Veterans Code § 999.5(d)].

Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

The monthly Form 103 is designed to capture and verify the following information:

- a. Name of each SB participating under the respective contract.
- b. Type of work assignment designated to each SB.
- c. The dollars committed to each SB.
- d. The dollars paid to each SB during the reporting period.
- e. The dollars paid to date for each SB.
- f. The dollars paid to the SB as a result of a change order or other cost modification.
- g. The dollars paid to date as a percentage of the total commitment to each SB.
- h. Date of last progress payment to the Contractor.
- i. Invoice number corresponding to last payment to subcontractor.
- j. An authorized Contractor's Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per State laws and the best practices of 49 CFR Part 26.29, as applicable.

B. Record Management and Confidentiality

The Authority shall maintain records for the period prescribed in State Records Management and Federal Records Management and requires Contractors to do the same. The Authority shall safeguard from disclosing to third parties information that may reasonably be regarded as confidential business information, consistent with federal, State, and local law. The California Legislature created the Public Records Act, mindful of the right of individuals to privacy, finding and declaring that access to information concerning the conduct of the people's business is a fundamental and necessary right of every person in this state.

C. SB Program Updates and Amendments

The SB Program will be administered in accordance with applicable statutes, regulations and funding assurance conditions. The SB Program may be amended to reflect significant operation, administration, regulatory and/or statutory changes that will effect implementation of the program. Amendments to the program will be incorporated and presented to the appropriate State, federal and private funding partners, as deemed necessary. The amended language will be posted on the webpage as an "update" to the SB Program. The SB Program updates and amendments will be disseminated to the Contractors for incorporation into existing contracts.

Accountability

The Authority will follow the accountability provisions in the best practices of 49 CFR 26 to assure the FRA that it is committed to carry out the best practices of 49 CFR 26 to meet the USDOT intended goals and objectives of affording SBs a level playing field by which to actively bid/propose and successfully perform on the Authority's USDOT-assisted contracts.

In the event the Authority does not meet its overall SB goal at the end of the fiscal year, it will in conformance with USDOT guidance, analyze the reasons for the shortfall and establish specific steps and milestones to correct problems identified in its analysis that will enable the Authority to

meet its goal in the new fiscal year. The Authority must submit the analysis and corrective actions within 90 days of the end of the fiscal year for FRA approval.

When the FRA approves the report, the Authority will be regarded as compliant with the best practices of 49 CFR Part 26 for the remainder of the federal fiscal year. FRA may impose conditions on its approval, including the requirement to increase good faith efforts or modify the SB Program race-neutral measures for the remainder of the federal fiscal year. [49 CFR Part 26.47(c) and (d)].

The Authority will additionally maintain strong outreach efforts to encourage small, disabled veteran, minority and women-owned firms to become certified as SB, DBEs, DVBEs, MBs, and SB-PWs to increase the pool of ready, willing and able SBs.

D. Prompt Payment Mechanisms

The Authority will include the following clause in each contract:

“The Contractor/Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the Contractor receives from Authority. The Contractor/Consultant agrees further to return retainage payments to each subcontractor within ten (10) days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Authority. This clause applies to both SB and non-SB subcontracts (Government Code 927 et seq. Public Contract Codes 10261, 10262 et seq, Business and Professions Code 7108.5, Military and Veterans Code 999.5 (d) (4), and 49 CFR Part 26.29, where appropriate.)”

Monitoring Payments to SBs

The Authority shall use the monthly Form 103 to monitor and enforce the Contractor's compliance with the prompt payment provisions to ensure all contract terms and conditions are fully adhered to. Evidence of payment made to subcontractors must be provided at the Authority's request, to verify compliance. Credits toward the overall or individual contract goals are to be taken upon satisfactory evidence that payments were actually made to SBs. Failure to comply with these provisions or delay in payment without prior written approval from the Authority will constitute non-compliance, which will result in appropriate administrative sanctions, up to and including withholding of payment to the Contractor. Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

It is the Contractor's responsibility to maintain records and documents upon completion of the contract. These records will be made available for inspection upon request by any authorized representative of the Authority, FRA or USDOT. The Authority may perform interim audits of payments to SBs. The audit will review payments to SBs to ensure that the actual amount paid to SBs equals the dollar amounts reported on the Form 103 report.

If the Authority determines that the Contractor has failed to comply with the prompt payment provisions, written notice shall be given to the Contractor and/or the Contractor's Surety that, if the default is not remedied within a specified period of time, at least five (5) days, the contract may be terminated for cause, in accordance with the terms and conditions of the contract.

E. Small Business Meetings

The Contractor and Contractor's Small Business Officer shall host SB partnering meetings with a representative of each SB firm, Authority staff and Authority's SBLO, within 60 days of Notice to Proceed to ensure all parties understand and are acclimated to the SB Program requirements, including the commitments made in Contractor's SB Performance Plan, as applicable. The meeting should be in proximity to the construction site. The agenda will include the role and responsibilities of the Contractor's SB Officer and how the Contractor will assist SBs in completing their subcontracts. The Authority will provide an overview of the contract SB requirements, including prompt payment, retention, commercially useful function, reporting requirements and other matters. The Contractor is responsible for notifying all subcontractors, regardless of tier, of the SB Program and Contractor's SB Performance Plan requirements.

F. Contract Monitoring and Compliance

The Authority's Contract Compliance Officer shall be responsible for working with the Contractor's designated SB Liaison Officer to ensure the following contract monitoring and enforcement actions are taken to comply with Executive Order S-02-06 and the best practices of 49 CFR Part 26, where applicable.

Recordkeeping

The Authority has a recordkeeping mechanism that allows for timely data capturing on the Contractor's SB utilization attainments. The Contractor's monthly submission of the Form 103 enables the Authority to effectively monitor, track and report SB contract awards and progress in attaining their respective SB goal commitments throughout the performance of the contract. The Authority will monitor the Contractor's compliance to ensure that work committed to SBs at contract award and thereafter is actually performed by the SBs and is fully actualized based on dollars paid to the SBs. Procedures adopted by the Authority also serve to comply with the Governor's Executive Order S-02-06 and the best practices of 49 CFR Part 26.

Executed SB Subcontract Agreements

The Contractor shall submit copies of all executed SB subcontracts and/or SB purchase orders (PO) within 14 working days after the Notice to Proceed is issued by the Authority. Subcontract agreements entered into subsequent to the NTP, shall be submitted to the Authority within 14 working days following commencement of the work, regardless of the subcontractor and vendor tier. The Contractor and its lower tier subcontractors must incorporate the Authority's prompt payment provisions in all executed subcontract agreements.

On-Site Performance Monitoring

During the course of the contract, the Authority will perform periodic on-site monitoring to ensure that work committed to SB firms is actually being performed by the SBs.

The Authority may also utilize the Labor Compliance Field Interview process as a secondary mechanism to verify that work awarded to SBs are being performed by the SB's own workforce. The interview results will be reconciled against the SB agreements submitted by the Contractor and the Contractor's Form 103 reports.

Written Certification

As a part of the project/contract close-out process, the Authority will include a written certification that it has fully monitored the contract in accordance with the SB Policy and approved SB Program. The written certification will be maintained in the Authority's contract file and available upon request to the funding partner.

Administrative Remedies for Non-Compliance

Areas of identified non-compliance will be subject to administrative or financial sanctions and may include termination of the contract. The Authority will consider all State and federal regulatory options to impose administrative or financial sanctions, which may include termination of the contract and present the action to the Authority Board.

All Contractors deemed to be in non-compliance shall be informed in writing by certified mail, by the SBLO or designee that administrative remedies shall be mandatory for failure to comply with the SB Program requirements. The Contractor shall be given five (5) working days from the date the notice was received, to file a written appeal to the Chief Executive Officer. Failure to respond within the five (5) day period shall constitute a waiver of appeal. The notice shall state the specific administrative remedy to be imposed.

The Chief Executive Officer or his/her designee, at his/her sole discretion, may schedule a hearing to gather additional facts and evidence and shall issue a final determination on the matter within five (5) working days of receipt of the written appeal. The written decision of the Chief Executive Officer or designee is final and there is no further administrative appeal process.

In the event the Contractor fails to demonstrate that it undertook adequate good faith efforts to the satisfaction of the Authority to meet the objectives and reporting requirements of the program and/or meet their respective SB goal commitment, the Authority reserves the right to initiate administrative remedies, which may include, but are not limited to:

1. Withholding an amount equal to the difference between the actual SB attainment and the Contractor's SB goal commitment from any milestone payment that would otherwise be due until the breach is cured, including submittal of Monthly Narrative SB Progress Reports demonstrating satisfactory good faith efforts towards achieving the SB goal;
2. Withholding up to the full amount of any milestone payments that would otherwise be due until the breach is cured, including submittal of Monthly Narrative SB Progress Reports demonstrating satisfactory good faith efforts towards achieving the SB goal;
3. Requiring the Contractor to prepare a Corrective Action Agreement and to make a presentation to the Authority Board at the next regularly scheduled Board meeting to explain reasons for non-compliance and present the Corrective Action Agreement to remedy non-compliance. Thereafter, until such time as compliance is achieved and the Board determines that future presentations are not needed, the Contractor is to provide written reports and make presentations to the Board on a quarterly basis, or more often as required by the Board;
4. Penalty of \$1000 per day for each monthly Form 103 (See Attachment 4) report that is overdue;
5. Civil penalties for knowingly providing false information on the Form 103, in the minimum amount of \$2,500 and the maximum amount of \$25,000;

6. Holding a Responsibility Determination Hearing in which the Contractor's past non-compliance performance may preclude the Contractor from bidding on future projects; and/or,
7. Termination of the contract in part or in whole.

The Administrative Remedies shall not apply if the Contractor is able to demonstrate to the satisfaction of the Authority that it has fully effectuated compliance to remedy all areas of non-compliance and/or exercised adequate efforts in an attempt to meet the overall project and/or contract-specific SB goal commitments.

The Authority will bring to the attention of the affected Operating Administration through the Civil Rights Officer, any false, fraudulent or dishonest conduct in connection with the program, so that the affected Operating Administration can take the steps e.g., referral to the U.S. Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud Civil Penalties Act of 1986 (6 CFR 13, as amended, 31 U.S.C. § 3801 et. seq. and USDOT regulations Program Fraud Civil Remedies (49 CFR Part 31). The Authority also will consider similar action under its own legal authorities.

The Contractor is advised to reference the Debarment and Suspension section in the General Provisions for additional information.

USDOT Hotline

Anyone with knowledge of possible bid rigging, bidder collusion or other fraudulent activities should use the USDOT "hotline" to report these activities. The "hotline" is part of the USDOT's continuing effort to identify and investigate contract fraud and abuse, and it is operated under the direction of the USDOT Inspector General. The office is open Monday through Friday, between 8:00 a.m. and 5:00 p.m., Eastern Time, telephone number (800) 424-9071. All information will be treated confidentially, and caller anonymity will be respected.

IV. SUBPART D: GOALS, GOOD FAITH EFFORTS, AND COUNTING PARTICIPATION

A. Overall Goal

The Authority has established an overall SB goal of 30 percent to be achieved through the utilization of small business concerns, in any combination and at any tier level. In order to be as inclusive as possible to small businesses, the Authority recognizes small business concerns to include certified:

- Small Businesses (SB)
- Disadvantaged Business Enterprises (DBE)
- Disabled Veteran Business Enterprises (DVBE)
- Microbusinesses (MB)
- Small Businesses for the Purpose of Public Works (SP-PW)

The SB Program has incorporated the best practices of 49 CFR Part 26, Section 26.41. On federally assisted contracts, the Authority established a 10 percent DBE goal that counts toward the overall 30 percent SB goal. The 10 percent DBE goal is wholly race-neutral.

The SB Program has incorporated California Executive Order D-43-01; Public Contract Code 10115(c), and Military and Veterans Code 999 et. seq, as applicable. On federal assisted contracts, the Authority established a three (3) percent DVBE goal that counts toward the overall 30 percent SB goal. On 100 percent State funded contracts; the Authority established a three (3) DVBE goal or an incentive as authorized by Military and Veterans Code 999 et. seq.

Business Industry Consultation

The Authority will provide its overall goal recommendation to the Authority Board, SBs, contracting industry and small business organizations for review, comment, and consultation. Following this consultation, the Authority will post a notice of the proposed overall goal, informing the public that the proposed goal and its rationale are available for inspection during normal business hours at its principal office for a 30-day comment period. The notice shall include the address to which comments may be sent and business location where the proposed goal may be reviewed.

The Authority will exercise good faith efforts to meet the overall SB Program goals and objectives, in partnership with its Contractors and resource partners.

B. Federal and State Financial Assisted Contract Goal

Federal

For contracts with USDOT financial assistance that are received from an Operating Administration with Congressional regulatory authority to impose 49 CFR Part 26 in its entirety, the Authority shall establish an appropriate DBE goal for the individual projects and/or contracts in accordance with 49 CFR Part 26.

In the event the Authority is directed by the Operating Administration to operate in a race-conscious environment, the Authority will use DBE contract goals to meet any portion of the overall goal the Authority does not foresee being able to meet using race-neutral measures. Contract goals are established to cumulatively result in meeting any portion of the Authority's

overall goal that is not projected to be met through the use of race and gender-neutral measures over the period to which the overall goal applies.

State

For 100 percent State funded contracts, the Authority has established a three (3) percent DVBE goal requirement as authorized by Military and Veterans Code 999 et. seq. Contractors are required to meet the DVBE goal requirement and are encouraged to make efforts to retain SB and DBEs participation as well.

C. Good Faith Efforts (Pre and Post Award)

The Authority and its Contractors, as good business stewards, will exercise good faith efforts to meet the Authority's overall SB goal as outlined in this SB Program, including developing innovative contracting strategies and providing necessary supportive services to promote and ensure the success of SBs in all aspects and phases of the Authority's contracting program. At this time, the Authority will administer the SB Program in a race and gender-neutral environment.

The Authority and its Contractors are to employ good faith effort strategies towards ensuring that SBs have the maximum practicable opportunity to participate in the Authority's State and federally assisted contract opportunities. The following good faith effort strategies are not inclusive of all the efforts expected to ensure SB Program goals and objectives are met:

- Select sufficient portions of the work to be performed by SBs, in order to increase the likelihood that the SB goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SB utilization, even when the 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 SB participation.
- Host pre-bid conference or "Open House" to meet and greet with potential SBs who are interested in subcontracting opportunities.
- Select sufficient portions of the work to be performed by SBs, in order to increase the likelihood that the SB goal will be achieved.
- Provide interested SBs with information about the contract scope, construction plans, contract specifications and requirements of the contract in a timely manner to assist the SBs in responding to the solicitation with their offers.
- Negotiate in good faith with interested SBs. Seriously consider all SB sub bids, quotes, and proposals. Use good business judgment to consider a number of factors in negotiating with SBs. However, the fact that there may be some additional costs involved in finding and using SBs is not in itself sufficient reason to fail to meet the SB goals, as long as such costs are reasonable. An insufficient good faith effort is the rejection of the SB because its quotation for the work was not the lowest received. However, nothing in this section shall be construed to require the Contract to accept unreasonable quotes.
- Offer to assist SBs in obtaining bonding, lines of credit, equipment, supplies, materials or related assistance or services.
- Use available resources, i.e., Chambers of Commerce, minority, women business, disabled veteran business organizations, government agencies or other groups to identify SBs.

- Conduct outreach and networking forums and related activities on an ongoing basis to inform SBs of viable subcontract opportunities.

The Contractor's pre-award good faith efforts documentation shall be presented and included in the Contractor's Small Business Performance Plan.

Good Faith Efforts Towards SB Participation (Post Award)

As good business stewards to ensure SB utilization during the term of the contract, the selected Contractors shall continue to make good faith efforts to ensure SBs have an opportunity to successfully perform on the contract and that the Contractor meets its SB goal. These post award efforts include but are not limited to:

1. Negotiate in good faith in attempt to finalize and execute a subcontract agreement with the SB committed to in the bid/proposal.
2. Seek out and utilize additional SB suppliers and SB subcontractors when the Contractor is below participation levels to meet the overall goals and objectives.
3. Continue to provide assistance to SB subcontractors or suppliers in obtaining bonding, lines of credit, etc.
4. Notify a SB in writing of any potential problem and attempt to resolve the problem prior to formally requesting the Authority's approval to substitute the SB.
5. Ensure timely payment of all monies due and owed to SBs, subcontractors and suppliers in strict conformance with prompt payment and retainage provisions, as set forth in the SB Program, State statutes and federal regulations.
6. Not terminate an approved SB for convenience to perform the work with the Contractor's own work forces or those of an affiliate, without the prior written consent from the Authority.
7. Make good faith efforts to find another SB subcontractor to substitute for the original SB if the SB was terminated for cause and approved by the Authority, or fails to complete its designated scope of work on the contract for any reason. Refer to Section IV, Subpart D: Item F for steps to comply with the substitution and or termination of a listed SB.
8. Commensurately add or subtract from the respective total subcontract amount the dollar amount of Change Orders or any other contract modifications that increase or decrease the work area in which SB utilization has been committed. Revised total contract dollar values shall be reflected in the month SB Utilization report submitted to the Authority with supporting evidence of an approved change.
9. Encourage major subcontractors to meet the SB goal on their lower tier agreements and report attainments to the Contractor for the monthly SB utilization report. Encourage major subcontractors to demonstrate compliance with the post-award good faith efforts to assist the Contractor achieve the SB goal.

State Funded Contracts

On 100 percent State funded contracts, the good faith efforts procedures are not applicable when a DVBE goal is established. The DVBE contract requirements under Military and Veterans Code 999 et. seq. will prevail in the application of an appropriate DVBE goal or incentive where applicable, on a 100 percent State funded contract.

The Authority may elect to apply State statutory Small Business Options to encourage SB participation and therefore provide appropriate small business preferences.

Federal Financial Assisted Contract Good Faith Efforts

For federal financial assisted contracts with Congressional regulatory authority to apply 49 CFR Part 26 in its entirety, the Authority will instruct prospective Bidders and Offerors to enlist the following Good Faith Effort steps to demonstrate responsiveness to the objectives set forth in 49 CFR Part 26. The Authority reserves the right to employ the following minimum standards in evaluating the Bidders or Offerors demonstration of good faith efforts under the Authority's SB Program:

1. ATTENDANCE AT PRE-BID CONFERENCE/JOB WALK

Effort: Attendance at pre-bid proposal conference and job walk, if held by the Authority (or the Bidder/Offeror for subsequent subcontract bid packages it lets), to solicit the interest of certified SB/DBEs who have the capability to perform the work on the contract.

Evidence: Name, title and date of person(s) attending, to be verified by conference sign-in sheet.

2. IDENTIFICATION OF SCOPE OF WORK FOR SUBCONTRACTS IN ORDER TO MEET THE PROJECT GOAL

Effort: Selecting portions of the work that can be subcontracted to SB/DBEs in order to increase the likelihood that the overall SB/DBE goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SB/DBE utilization, even when the Bidder/Proposer might otherwise prefer to perform these work items with its own forces.

Evidence: Identifying the scope of work the Bidder/Offeror intends to perform with its own workforce and identifying the subcontracting items the Bidder/Offeror made available to SB/DBEs to meet the established SB/DBE goal.

3. ADVERTISEMENT OF SUBCONTRACTING OPPORTUNITIES

Effort: Advertisements in trade association publications and disadvantaged/minority and women business focused media. Advertisements must identify specific subcontracting opportunities being solicited, project name and location, Bidder/Offeror contact person including name, address, phone, fax, e-mail and bid solicitation submittal due date. Advertisements should appear a minimum of 14 days prior to bid due date.

Evidence: As verification of publication, Bidder/Offeror must provide a listing of advertisements placed, including copies of advertisement tear sheets and/or proof of publication containing at minimum the information specified above.

4. WRITTEN REQUESTS FOR BIDS/PROPOSALS

Effort: Provision of written notices to the maximum number of SB/DBE firms to solicit interest *for each subcontracting area identified sufficient to meet the established goal*. Notices should be issued at least 14 days prior to bid submittal due date.

Evidence: Copy of the solicitation letter, list of recipients grouped by each identified subcontracting area, including name, address, and phone number, date contacted for all SB/DBE firms *for each subcontracting area identified* and identification of mode of communication (letter or fax), including

corresponding copies of letters and/or fax confirmations.

5. SOLICITATION FOLLOW-UP

Effort: Subsequent efforts to solicit SB/DBEs within all available *subcontracting areas*. The follow-up solicitation should occur within a reasonable time of the initial solicitation, in order to allow the Bidder/Offeror to solicit additional SB/DBEs and identify additional subcontractable items to draw greater interest and subbids.

Evidence: Bidder/Offeror must determine with certainty if the SB/DBEs initially solicited are interested by taking appropriate steps to follow up on initial solicitations. Documentation should include:

- (a) Names, addresses and telephone numbers of SB/DBEs contacted by each subcontracting area identified/solicited;
- (b) Description of information timely provided to SB/DBEs regarding plans and specifications for portions of the scope of work to assist SB/DBEs in responding to the solicitation; and
- (c) Statement of justification re: unsuccessful solicitation of SB/DBEs.
- (d) Description of additional efforts the Bidder/Offeror made to encourage greater interest from SB/DBEs to submit subbids.

6. NEGOTIATION IN GOOD FAITH

Effort: Negotiating in good faith with interested SB/DBEs to facilitate SB/DBE utilization. Utilize a sound basis for selection and/or rejection of SB/DBE subbids/proposals.

Evidence: Evidence of such negotiation includes the names, addresses, and phone numbers of all subcontractors (SB/DBEs and non-SB/DBEs) who submitted bids; copies of subbids for each portion of work solicited; and stated reasons for choice of subcontractor. (Barring lack of qualifications to perform work, only significant price differences of 10 percent (an applicable regulatory guideline) between the selected firm and rejected SB/DBE firms' proposed costs would be considered as valid cause for rejecting subbids.

7. PERFORMANCE OF OTHER BIDDERS/PROPOSERS IN MEETING THE SB/DBE GOAL

Effort: In determining whether the low Bidder/Offeror has made adequate efforts to meet the SB/DBE goal, the Authority, as appropriate, will take into account the performance of other level Bidders/Proposers in meeting the established contract-specific goal requirements.

Evidence: The individual Bidder/Offeror must meet or exceed the average SB/DBE utilization obtained by the three (3) low responsive Bidders/Offerors to adequately demonstrate that the apparent successful Bidder/Offeror has taken all reasonable efforts towards meeting the contract-specific goal.

8. PROVISION OF ASSISTANCE TO DBEs TO OBTAIN BONDING, LINES OF CREDIT AND/OR INSURANCE

Effort: Provision of assistance to interested SB/DBEs in obtaining bonding, lines of credit, and/or insurance as required by the Bidder/Offeror.

Evidence: Brief description of the type of assistance provided by the Bidder/Offeror to interested SB/DBEs in obtaining bonding, lines of credit and/or insurance.

9. UTILIZATION OF COMMUNITY OUTREACH SERVICES

Effort: Utilization of outreach services available within the DBE community, including construction/consultant groups, local, State and federal SB/DBE offices and other organizations that provide assistance in the recruitment and placement of SB/DBEs.

Evidence: Copies of letters, faxes, telephone logs, etc., used to contact organizations, which include the names of organizations/groups, dates, names of contacts, and telephone numbers; and copies of correspondence received from these entities acknowledging contact. The Bidder/Offeror must document outreach to a minimum of ten (10) organizations/groups.

Verification of Good Faith Efforts.

Only those efforts made prior to bid/offer will be considered in evaluating adequate efforts to meet the goal. Failure to submit the required documentation by the time specified may be grounds for finding the bid/proposal to be non-responsive.

D. Counting SB Participation

The standards of crediting SB utilization will be in conformance with meeting the Commercially Useful Function (CUF) standards as defined under Subpart A: General Requirements, Section B. Definitions. The Authority and its Contractors shall only count firms who are certified by a recognized Certifying Agency and when the SB is also performing a CUF. The Authority will follow the best practices in 49 CFR Part 26.53 to count DBE participation toward meeting a goal. Each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract.

While the Authority is not a SB/DVBE/DBE certifying agency, the Authority recognizes the SB certifications from the California Unified Certification Program, California DGS and the Small Business Administration 8(a) program. Refer to SB/DVBE/DBE Directories in Subpart C: Administrative Requirements for the Certifying Agencies webpages.

In order for the Authority to count and verify the Contractor's SB participation, the Contractor shall submit the following information along with the SB Performance Plan and SB Utilization Report:

1. The names and addresses of each SB that will participate in the contract;
2. A description of the work that each SB will perform;
3. The NAICS code for the work to be performed by a DBE
4. The dollar amount of the utilization of each SB; and
5. Written and signed documentation of confirmation from the SB that it is participating in the contract and whose utilization will count towards the contract goal.

The Authority will use the SBs' information to determine the SBs' certification and conformance with performing a CUF.

Disadvantaged Business Enterprise Counting and CUF

The Authority shall only count SB utilization towards the goals, where applicable, when the SB provides evidence of its certification and is performing a commercially useful function, as defined under Subpart A: General Requirements, Section B: Definitions.

The following guidelines apply in calculating SB utilization toward meeting the goal in collective consideration of Government Code 14837, California Code of Regulations § 1896.4(h), Military

and Veteran Code 999(b) (5) and the best practices of 49 CFR Part 26.53 and 26.55, as applicable:

- a) Only work proposed to be performed by a SB's own work forces (including cost of supplies, materials, and equipment leases) obtained by the SB for the work of the contract, except supplies and equipment the subcontractor purchases and/or leases from the Contractor or its affiliate. To count DBE participation toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
- b) When a SB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SB goals only if the SB subcontractor is itself a certified SB. Work that a SB subcontracts to a non- SB firm does not count toward SB goals. A SB should perform at least 30 percent of the total cost of its contract with its own workforce.
- c) In instances of joint venture, the joint venture may only count toward its SB goal the portion of work proposed to be performed by the SB partnering firm, which meets certification, ownership, and control standards.
- d) A Contractor may count toward its SB goal, only expenditures to firms that are proposed to perform a commercially useful function on that contract. A SB 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.
- e) A Contractor may count toward its SB goal, 100 percent of its expenditures for materials and supplies required under the contract and obtained from a SB regular dealer or a SB manufacturer. For purposes of this section, a manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials and supplies obtained by the Contractor. A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the contract are bought, kept in stock and regularly sold to the public in the usual course of business.
- f) A Contractor may count towards its SB goal, fees and commissions paid to SB firms that are not manufacturers or regular dealers, provided that the fees or commissions are determined to be reasonable and not excessive, as compared to fees customarily allowed for similar services.
- g) Special Provisions for Trucking – The Contractor may count towards its goal, all transportation services provided by SB trucking firms, who can demonstrate control of trucking operations for which it seeks credit, and it owns, insures, and operates, using drivers it employs in the performance of the contract. The SB must itself own and operate at least one fully licensed, insured, and operational truck used on the contract. The SB trucking firm may lease trucks from another SB firm, including an owner-operator who is certified as a SB. The SB who leases trucks from another SB receives credit for the total value of the transportation services the lessee SB provides on the contract. The SB may also lease trucks from a non- SB firm, including an owner-operator. The SB who leases trucks from a non- SB is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The SB does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a SB.

- h) In cases where the SB certification has ceased during the performance period of the contract, the Contractor will continue to report the dollar value of the worked performed to the Authority on the monthly SB Utilization report.

Failure to Demonstrate Performance of a CUF

A SB who fails to demonstrate performance of a CUF when bidding as a Prime Contractor or subcontract will result in not counting as a SB towards the goal.

In collective consideration of Government Code 14842, Public Contract Code § 10115.10 (a) (1), Military and Veteran Code 999 and the best practices of 49 CFR Part 26.107(a), the following may be imposed on a business that obtains SB certification by having given incorrect, incomplete or fraudulent information and has been awarded a contract because of its affiliation as a certified SB to which it would not have been awarded otherwise:

1. Pay to the State any difference between the contract amount and what the State's costs would have been if the contract had been properly awarded.
2. Pay to the awarding State agency and the department an amount that is equal to the costs incurred to investigate the small business certification.
3. Be assessed a penalty in an amount of not more than ten (10) percent of the amount of the contract involved.
4. The SB will be suspended from business with the State for a period of not less than 3 years and not more than 10 years.
5. Initiate suspension or debarment proceedings against the SB under 2 CFR Parts 180 and 1200.
6. Material breach of contract which may result in termination of the contract or other remedy that the Authority deems appropriate.

E. Substitution or Termination of a SB on a Contract

The Authority requires that a Contractor, or its subcontractors, not substitute or terminate a SB without the Authority's prior written consent. This includes, but is not limited to, instances in which a Contractor or its subcontractors seek to perform work originally designated for a SB with its own forces or those of an affiliate, a non-SB, or with another SB not originally listed on the award.

The Authority shall enforce the provisions of Public Contract Code § 4107 Subletting and Subcontracting et seq., where applicable, and the provisions in Military and Veterans Code § 999.5 for proposed substitution of a DVBE where a DVBE goal is established.

The Authority will provide written consent only if it agrees, for reasons stated in the written justification for substitution/termination request, that the Contractor and its subcontractor has good cause to substitute or terminate the subcontractor. For purposes of this section, good cause includes the following circumstances:

- The listed subcontractor, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontract's bid and at the price specified in the subcontractor's bid; when that written contract, based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the Contractor.

- The listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.
- The listed subcontractor fails or refuses to perform the work of its subcontract.
- The listed subcontractor fails or refuses to meet the Contractor's bond requirements, as set forth in Public Contract Code § 4108.
- The Contractor demonstrates to the Authority, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as a result of an inadvertent clerical error.
- The listed subcontractor is not licensed pursuant to the Contractor's License laws.
- The Authority determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- The listed subcontractor is ineligible to work on public works projects pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- The Authority determines that a listed subcontractor is not a responsible contractor.
- The listed subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal.
- Other documented good cause that compels the substitution or termination of the subcontractor. Provided that good cause does not exist, if the Contractor seeks to substitute or to terminate a subcontractor it relied upon to obtain the contract so that the Contractor can self-perform the work for which the subcontractor was engaged or so that the Contractor can substitute another subcontractor after contract award.

Prior to approval of the Contractor's request for the substitution, the Authority shall give notice in writing to the subcontractor of the Contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor.

The listed subcontractor who has been so notified has five (5) working days within which to submit written objections to the substitution to the Authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the Authority shall give notice in writing at least five (5) working days to the listed subcontractor of a hearing by the Authority on the Contractor's request for substitution.

On 100 percent State funded contracts, a Contractor may, subject to the approval of the DGS, to replace a DVBE identified by the Contractor in its bid or offer, pursuant to subdivision (a) of Military and Veterans § 999.5, with another DVBE. As an added step to ensure that Contractors honor their commitments to use DVBE subcontractors and meet the commitment levels identified in the contract award, the following, or similar, language is to be included into the solicitations and resulting subcontract documents:

"After award of a contract, the successful Contractor must use the DVBE subcontractor(s) and/or supplier(s) proposed in their bid or offer to the State unless a substitution is requested and is approved by the awarding department and the Department of General Services. The California Code of Regulations Title II section 1896.64(c) and Public Contract Code § 4107 (for Public

Works) provide the current requirements for awarding departments to approve the substitution of a DVBE subcontractor.”

“Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code § 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment. Failure of Contractor to seek substitution and adhere to the DVBE utilization level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).”

The Authority shall follow the processes set forth in 2 CCR § 1894.64(c) and Public Contract Code § 4107 when a Contractor requests the substitution of a DVBE subcontractor with the added provisions that: 1) only another DVBE subcontractor shall be considered to replace a DVBE subcontractor, and 2) the awarding department shall obtain final approval to replace a DVBE subcontractor from the DGS.

Requests to replace a DVBE subcontractor must be amply documented to show that the replacement meets the criteria, as previously specified. Documentation may include, but is not limited to the request, confirmation of receipt of the request, the subcontractor's objection and request for hearing and the final Statement of Decision. Requests and resulting amendments generated by the DVBE subcontractor substitution should be timely so as not to unreasonably delay the Contractor's performance of the contract, resulting in potential claims against the Authority for delay damages.

Requests are to be sent electronically to osdshelp@dgs.ca.gov.

Substitution or Termination of a Listed DBE on Federal Financial Assisted Contracts

For federal financial assisted contracts with Congressional regulatory authority to apply 49 CFR Part 26 in its entirety, the Authority will require a Contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on a contract with another certified DBE, to the same extent needed to meet the overall or individual contract specific DBE goal as established. The Authority will require the Contractor to notify the Authority's SBLO immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation.

The Contractor must first obtain the written consent of the Authority before any Contractor can act on the substitution of the DBE. The Authority will require the Contractor to provide copies of the new or amended subcontracts. If the candidate subcontractor to be substituted is not a DBE, the Authority also requires the Contractor to submit documentation of their good faith efforts to replace the DBE with another DBE of equivalent percentage in another work item.

A DBE subcontractor listed in the Contractor's commitment [as required by 49 CFR Part § 26.53] may be substituted or terminated only with the Authority's prior written consent for good cause should the DBE:

- fails or refuses to execute a written contract;
- fails or refuses to perform the work of its subcontract consistent with normal industry standards; good cause does not exist where failure or refusal to perform the work of the subcontract results from bad faith or discriminatory action of the Contractor;

- fails or refuses to meet reasonable, nondiscriminatory bond requirements;
- becomes bankrupt, insolvent or exhibits credit unworthiness;
- is ineligible to work because of suspension and debarment proceedings;
- is not a responsible subcontractor;
- voluntarily withdraws from the project and provides written notice of its withdrawal;
- is ineligible to receive DBE credit for the type of work required;
- owner dies or becomes disabled and is unable to complete its work; or
- other documented good cause that compels termination.

Before requesting the Authority's consent for the proposed termination or substitution, the Contractor must give written notice of the proposal, including the reason for the request, to the DBE with a copy to the Authority. The DBE must be given five (5) days to respond. The notice period may be reduced if required by public necessity (e.g., safety).

In addition to post-award terminations, these provisions apply to pre-award deletions of or substitutions of SB firms put forward by Offerors in negotiated procurements.

When a SB or DBE subcontractor is terminated as provided in this subsection, or fails to complete its work on the contract for any reason, the Contractor will make good faith efforts to find another SB/DBE to substitute for the original SB/DBE. These good faith efforts shall be directed at finding another SB/DBE to perform at least the same amount of work under the contract as the SB/DBE that was terminated, to the extent needed to meet the original contract goal. The good faith efforts shall be documented and submitted within 7 days, which may be extended for an additional 7 days if necessary. The Authority will provide written confirmation to the Contractor stating whether or not good faith efforts have been demonstrated.

F. Addition or Amendment of a SB on a Contract

The Authority requires that a Contractor, or its subcontractors, obtain the Authority's prior written consent to add a new SB or amend the subcontract of a current SB. The addition of a new SB or amendments to a current SB subcontract may not decrease the subcontract value, commitment, or scope of an existing SB on the contract.

Contractors seeking to add a new SB or amend the contract of a current SB must complete and submit the "SB/DBE/DVBE Request to Add/Amend" Form to the Authority for its review and approval. The Authority reserves the right to amend these forms at any time during the life of the contract to require additional information, as deemed necessary. The Contractor shall provide the Authority with the information requested upon identification of any SB/DVBE/DBE subcontractor/supplier firm not previously listed to perform under the contract.

V. SUBPART E: DESIGN-BUILD PROVISIONS

SB Program Requirements – Specific to Design-Build Contracts

The Authority recognizes certain modifications are necessary to adapt the program for use in connection with high-speed rail contracts, and has therefore established certain procedures applicable to design-build contracts under the SB Program. Subpart E: Design-Build Provisions represents the additional requirements the Design-Build Contractor must comply with to meet the spirit and intent of the Authority's SB Program.

The Authority has established an SB overall project goal of 30 percent for each of its Design-Build projects, to be achieved through the utilization, in any combination and at any tier level, of firms who are certified as:

- Small Businesses
- Disabled Veteran Business Enterprises
- Disadvantaged Business Enterprises
- Small Businesses for the Purpose of Public Works
- Microbusinesses

The SB Program has incorporated the best practices of 49 CFR Part 26, Section 26.41. On federally assisted contracts, the Authority established a 10 percent DBE goal that counts toward the overall 30 percent SB goal. The 10 percent DBE goal is wholly race-neutral.

The SB Program has incorporated California Executive Order D-43-01; Public Contract Code 10115(c), and Military and Veterans Code 999 et. seq, as applicable. On federally assisted contracts, the Authority established a 3 percent DVBE goal that counts toward the overall 30 percent SB goal.

The Design-Build Contractor will be responsible for the established subsequent SB subcontract goal, as appropriate, for the subcontracts it lets, in conformance with the best practices of 49 CFR Part 26 and the Authority's SB Program. The Authority will maintain oversight of the Design-Build Contractor's activities to ensure activities are conducted in a manner consistent with the requirements of the Authority's SB Program and the best practices of 49 CFR Part 26, as applicable.

In accordance with Executive Order S-02-06 and the best practices of 49 CFR Part 26, as applicable, the following are hereby incorporated into the Design-Build Provisions:

A. SB Performance Plan Objectives

The prospective Design-Build Contractor shall establish and implement a Small Business Performance Plan, to address how the Contractor will meet the overall 30 percent SB goal. The SB Performance Plan shall be submitted with the Bidder's or Offeror's proposal, at the date and time specified by the Authority. The SB Performance Plan shall be subject to concurrence by the Authority. If requested by the Authority, either before or after the Notice to Proceed, the Design-Build Contractor shall revise its SB Performance Plan to incorporate the Authority's comments.

The SB Performance Plan shall at minimum, include but not be limited to the components described in this Subpart.

B. Key Personnel (Contractor Small Business Officer)

The Design-Build Contractor will designate a Small Business Officer (SBO) who will report directly to the Design-Build Contractor's Project Executive Director, or equivalent, and in this capacity, shall be responsible for developing, implementing, monitoring and managing the day-to-day operations of the Design-Build Contractor's SB Performance in compliance with the Authority's SB Program and provisions of the Executive Order S-02-06, Title VI of the Civil Rights Act of 1964 and the best practices of 49 CFR Part 26, where applicable.

The SBO will coordinate all elements of the SB Performance Plan to effectively track, monitor and report on SB utilization throughout the duration of the contract. The SBO will coordinate efforts at all subcontractor tier levels to institute innovative strategies and remedies to meet the Design-Build Contractor's SB goal commitments and the intended goals and objectives of the Authority's SB Program. The SBO shall continue to maintain independent and direct access to the Project Executive Director concerning all SB Program and corresponding performance matters. The SBO shall develop and maintain good communication and working relationships with the Authority representatives and the small and general business community. The SBO shall work in close coordination with the Authority, and shall report quarterly on Contractor's success in attaining the established SB utilization goals during the design work and the construction period. The SBO may be a subconsultant to the Design-Build Contractor.

SBO Duties and Responsibilities

The SBO shall have appropriate resources to assist in the administration of the Design-Build Contractor's SB Performance Plan. The duties and responsibilities include, but are not limited to:

1. Serve as the Design-Build Contractor's SB Officer.
2. Develop, implement and monitor the SB Performance Plan, keeping it up-to-date with the current business environment and the latest revisions to the applicable State and federal laws and regulations, ensuring the SB Performance Plan is responsive to and in compliance with the regulations, including, but not limited to, the Executive Order S-02-06, Title VI and the best practices of 49 CFR Part 26, as applicable.
3. Ensure the Contractor's employees and its subcontractors under contract, understand and are fully acclimated to the goals and objectives and ensure that the responsibility to comply are treated with the same priority as any other contractual legal obligation.
4. Compile and report on SB attainment progress in narrative form by outlining good faith efforts undertaken within the respective reporting period and providing statistical information on SB/DBE/DVBE/MB and SB-PW utilization on a monthly basis or as more often as required by the Authority. In the event the progress and or SB utilization report indicates that the Contractor is underutilizing SBs, the Contractor will describe the remedies it will undertake to improve SB utilization.
5. Review third party contracts and purchase requisitions for compliance with the SB Program.
6. Post on Contractor's website, a list of SBs who are being utilized to meet the overall SB goal, regardless of tier.
7. Ensure that bid notices and requests for proposals are readily accessible and timely disseminated to small business community.
8. Monitor and analyze the Contractor's progress toward meeting its goal commitments and make adjustments as necessary to remedy deficiencies.

9. Participate in SB meetings, as related to the contract.
10. Attend quarterly meetings with the Authority's SB Liaison Officer to identify strategies to achieve the goals.
11. Attend four (4) of the Authority's Business Advisory Council meetings, per year, and at minimum, present information on the Design-Build Contractor's SB utilization and SB participation activities.
12. Assist in the development and implementation of the Design-Build Contractor's SB supportive services, such as providing technical assistance, business development, mentor-protégé, bonding/capacity building, financial assistance, business matchmaking with subcontractors and contract administration. Plan and facilitate SB training seminars to promote understanding and acclimation of small business communities regarding contracting opportunities and contract administration.
13. Develop and conduct information sharing and communication
14. Advise the Project Executive Director on SB matters and achievements.
15. Facilitate inquiries and complaints from SBs regarding the contract, project, subcontract, other subcontractors, prompt payment, etc.
16. Develop and maintain own directory of interested SBs for subcontracting opportunities and outreach activities.
17. Conduct business outreach and assist all SBs in obtaining the necessary information to compete on contracts by providing guidance and direction, and advise SBs on where to seek management, technical business development expertise, bonding, lines of credit and other supportive services.
18. Provide guidance and assistance to subconsultants and construction subcontractors on the importance of achieving, tracking and reporting their SB utilization attainments.
19. Review SB utilization reports from subconsultants and construction subcontractors and make recommendations for greater SB attainment, where applicable.
20. Ensure coordination of the SB Program deliverables with the Authority, local agencies and the business community.
21. Establish and maintain a good working relationship with SBs, local agencies, non-SBs, and business organizations/associations.
22. Ensure only firms meeting eligibility standards count towards the SB goals.
23. Ensure compliance with federal EEO Clause provisions, as set forth under Title 41 CFR Part 60 et seq.
24. Ensure compliance with U.S. Department of Labor provisions, as set forth under Office of Federal Contract Compliance Program – Mega Project.
25. Perform other related duties as necessary to meet the SB Program goals and objectives.

Small Business Performance Plan

The Design-Build Contractor will provide a detailed description of the planned methodology for achieving the overall 30 percent SB goal, including a description of the good faith efforts the Design-Build Contractor intends to undertake to achieve the overall project goal. The SB Performance Plan shall include elements such as:

1. A policy statement, signed by Design-Build Contractor's Authorized Representative, which expresses the Contractor's commitment to utilize SBs in all aspects of the work, outlines the various levels of responsibility and states the objectives of the SB Performance Plan. The Contractor shall obtain the written commitment of all Contractor related entities to comply with and advance the intent of the policy statement.
2. An affidavit that the Contractor will meet or exceed the overall SB project goal for the Design-Build contract and will exercise good faith efforts to do so. The SB Affidavit shall be signed by the Contractor's Authorized Representative. Refer to the Request For Proposal or Contract Instructions for the Affidavit.
3. Designation of a person responsible for the SB Performance Plan (refer to the SBO duties and responsibilities) to administer the plan and a description of the responsibilities and duties of the SBO and support staff. The SBO and staff are responsible for developing, managing and implementing the SB Performance Plan on a day-to-day basis, providing technical assistance to SBs, and disseminating information on available business opportunities so that SBs are provided an equitable opportunity to engage in work as subcontractors or subconsultants.
4. A description of proposed actions to facilitate SB engagement in work as subcontractors and subconsultants, such as
 - a. Hold ongoing quarterly strategic planning sessions to establish goals for specific bid item groups by reviewing the work, available firms, strategies, anticipated obstacles and means to overcome obstacles;
 - b. Conduct bid-item specific outreach meetings for SB firms to highlight current and upcoming appropriate subcontracting opportunities;
 - c. Solicit statements of qualification, proposals, and/or price quotations from qualified SB firms and arrange a time for the review of qualifications, plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of proposals and/or price quotations;
 - d. Provide assistance to SB firms so that the firms may overcome barriers, such as the inability to obtain bonding, insurance, financing, or technical assistance;
 - e. Develop and conduct information and communication programs or workshops, on contracting procedures and specific contracting opportunities, in a timely manner;
 - f. Encourage eligible SB firms to apply for certification to the appropriate Certifying Agency; and
 - g. Contact local/regional SB, Disadvantaged, Underutilized, Trade-Specific Contractor Associations and appropriate city agencies with SB Programs for assistance in recruiting and encouraging eligible SBs to submit subbids.
5. Pursuant to the best practices of 49 CFR Section 26.39; Fostering Small Business Participation, the SB Performance Plan shall include elements to structure contracting requirements to facilitate competition by SBs, taking all reasonable steps to eliminate barriers including unnecessary and unjustified bundling of contract requirements that may preclude SBs from participating as subcontractors.

The Design-Build Contractor is responsible for identifying and implementing innovative acquisition and strategies, such as:

- a. Assist SBs understand how to do business with the Design-Build Contractor and its subcontractors.
- b. Establish equal SB goals and objectives to its subcontractors.
- c. Participate in forums to hear about and address SB issues.
- d. Develop and implement methods for outreach and promotion of SBs to all subcontract opportunities.
- e. Develop brochures and other written material and marketing tools that promote SB utilization in subcontracts.
- f. Establish a prompt payment process to assist SBs, at any tier.
- g. Disseminate information on networking opportunities to all SBs.
- h. Assist in the use of joint ventures consisting of SBs and major subcontractors.
- i. Inspire subcontractors to provide lower tier subcontracting opportunities of a size SBs, can reasonably perform on.
- j. Seek opportunities to split contracts to increase SB utilization.
- k. Utilize innovative procurements, such as a Small Business Option procurement method in subcontracting opportunities to meet overall SB goal.

C. Meeting Established SB Goal

Upon execution of the contract, the Design-Build Contractor shall immediately execute the Affidavit confirming that the Design-Build Contractor will aggressively exercise good faith efforts to the satisfaction of the Authority to obtain SB/DBE/DVBE/MB and SB-PW commitments equal to or exceeding the SB utilization goal.

The Contractor shall:

1. Host SB partnering meetings with a representative of each SB firm, Authority staff and Authority's SBLO within 60 days of Notice to Proceed to ensure all parties understand and are acclimated to the SB Program requirements, including the commitments made in Design-Build Contractor's SB Performance Plan, as applicable;
2. Develop innovative contracting and procurement strategies that advance the utilization of SB/DBE/DVBE/MB and SB-PW;
3. Report monthly on progress of SB/DBE/DVBE/MB and SB-PW utilization (goal commitments and attainments through the Form 103);
4. Make adjustments to the SB Performance Plan as necessary to meet goals and intended objectives of the Authority SB Program;
5. Hold strategic planning sessions to establish goals for specific bid items, identify available SB firms, anticipate obstacles and means to overcome these obstacles, including identifying resources that aid in building capacity;
6. Develop communication protocols and outreach instruments that provide ready access and effective means of timely disseminating information on subcontracting opportunities to the impacted business communities;

7. Conduct bid-item specific outreach meetings to highlight current and upcoming subcontracting possibilities and provide for networking and marketing opportunities with other prospective proposers and bidders;
8. Provide assistance to SBs to overcome barriers, such as inability to obtain bonding, insurance, access capital or technical assistance;
9. Implement a SB/Supportive Services Program to leverage the Authority SB Program;
10. Develop and conduct information and communication programs on contracting opportunities, procedures and contract administration to facilitate acclimation;
11. Encourage eligible SBs to apply for certification;
12. Contact, establish and maintain good working relations with SBs, trade and professional groups, associations and general contracting industry; and
13. Any other good faith efforts that promote meeting utilization goals objectives.

The dollar amount of any Supplemental Agreement or any other contract modification that increases the dollar amounts of the contract or any subcontract or subconsultant agreement will be subject to the SB goal established for this project, and the Contractor and its subcontractors and subconsultants will be required to solicit SB utilization for such increases. Revised total contract dollar values shall be reflected in the Form 103 submitted on a monthly basis to the Authority.

D. Contractor Good Faith Efforts and Reporting Obligations

Ongoing good faith efforts, as described in the Authority's SB Program, Subpart D: Goals, Good Faith Efforts and Counting SB Participation, will be monitored by the Authority throughout the duration of the Design-Build project based on the following submittals:

- a. Submit a "Monthly SB Subcontractors Paid Report Summary and Payment Verification Form" (Form 103) to the Authority no later than the 15th of each month (and at more frequent intervals if requested by the Authority). The Form 103 Report is required to be submitted during both the design and construction phases of the project.
- b. Submit "Monthly Narrative SB Progress Reports" to the Authority with each invoice and an annual report on or before August 1 of each year of the design-build contract term. Each report must include a narrative summary stating whether the Contractor is on target with respect to the SB goal set forth in the design-build contract, whether the goal has been exceeded (stating the amount of the excess), or whether the Contractor is behind target (stating the amount of the deficit) and substantiate such attainments. If any progress report shows that the Contractor is behind target or if it anticipates being behind target, the report must include satisfactory evidence of past good faith efforts undertaken and must specify additional good faith efforts planned to be taken to remedy deficiencies towards meeting the SB goal in accordance with the Authority's SB Program. Following review and concurrence of such proposed additional good faith efforts by the Authority, the Contractor shall modify its SB Performance Plan accordingly.
- c. Provide the Authority with the information required by the Authority in its Substitution and/or Request to Add SB Form upon selection of any SB subcontractor not previously identified by the Contractor. The Authority must approve all SB substitution requests with written consent prior to implementing any substitution. Refer to Subpart D: Goals, Good Faith Efforts, and Counting SB Participation--Section IV.E Substitution or Termination of a SB, DVBE or DBE on a Contract.

- d. Comply with State statutes and federal regulations regarding Prompt Payment and Retainage. Refer to Subpart C: Administrative Requirements provisions of the SB Program. The Contractor must readily provide evidence of such at the request of the Authority

DVBE Close-Out Contract Requirements

The Authority will include the following clause in each contract regarding DVBE contract closeout requirements:

“The Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the Authority: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved, based on the total Agreement dollars received by the Contractor. This data shall be accurately completed on the Prime Contractor’s Certification – DVBE Subcontracting Report (STD 817) upon contract completion. The Authority shall withhold \$10,000, or full payment if less than \$10,000, from a prime contractor’s final payment pending receipt of a complete and accurate STD 817. (MVC § 999.5(d), 999.55, 999.7(a))”

Consequences of Non-Compliance

Breach of Contract - Failure to carry out the SB requirements specified in the Contract Documents constitutes a breach of contract. The Authority will notify the Contractor and the USDOT of such breach, including notification that the breach may result in termination of the contract by Authority or imposition of other appropriate sanctions. This notice is given pursuant to the best practices of 49 CFR Part 26, where applicable. For purposes of this section, timely submittal means received by the Authority by the close of business on the date noted in the contract provisions of the following month.

Notice - If the Contractor or any subcontractor, consultant, subconsultant, supplier or service provider is deemed to be in non-compliance, the Contractor will be informed in writing, by certified mail by the Authority, that sanctions may be imposed for failure to meet SB utilization goals and/or submit documentation of good faith efforts. The notice will state the specific sanction to be imposed.

Sanctions - If it is determined that the Contractor’s failure to meet all or part of the SB goal is due to the Contractor’s inadequate good faith efforts throughout the life of the contract, including failure to submit required good faith efforts information and documentation, the Contractor will be subject to administrative sanction.

Refer to Subpart C: Administrative Requirements, Section F. Contract Monitoring and Compliance for information on administrative sanctions.

VI. SUBPART F: SUPPORTIVE SERVICES, RESOURCE PARTNERS AND PARTNERING

A. Supportive Services

The Authority will implement a SB Supportive Services (SB/SS) component to augment SB participation.

The SB/SS component will be designed to enhance business growth and increase SB access and capacity to bid on and win contracts. The Authority will consider available resources to incorporate a comprehensive Business Development Program and/or a Mentor-Protégé Program in accordance with guidance provided by USDOT applicable Appendices C and D of 49 CFR Part 26. [49 CFR 26.35 and 26.51(b)]. The Authority may solicit a consultant contract and/or engage in an agreement with an existing government entity, with demonstrated results in overcoming issues most pertinent to SBs, to provide SB/SS, including bonding, insurance and finance.

To leverage existing resources, the Authority will work closely with the Small Business Development Centers and the USDOT Office of Small Disadvantaged Business Utilization to direct SBs to these centers for assistance on business development, capital and bonding assistance.

The Authority will enlist partnering Memorandum of Understandings (See Attachment 5) with industry, governments and community partners with the goal of leveraging mutual strengths and services to assist SBs in the areas of:

- Certification
- Capacity Building
- Communications
- Partnering
- Keys to marketing and negotiations
- Bonding and insurance
- Contract administration, including preparing schedules of values
- Access to capital
- Business counseling and training
- How to do Business with the Authority

The SB/SS elements will be designed to help foster and grow small businesses toward meaningful utilization and success in all phases of the Authority's contracting and Contractors' subcontracting opportunities.

B. Resource Partners

The State of California has numerous resources available to assist small businesses. The Authority will work closely with existing small business development and technical assistance resource centers and enter into partnering MOUs to increase SB access and utilization of these resources with the goal of meeting small business utilization goals and building their capacity to bid.

The partners will include and are not limited to:

- California Department of General Services
- U.S. Small Business Administration
- California Department of Transportation
- Small Business Development Centers
- Governor's Office of Economic Development
- Associated General Contractors of California
- American Council of Engineering Companies
- Small Business Association
- Disabled Veteran Business Alliance
- Associated Professionals and Contractors of California
- Minority Chambers of Commerce
- Career Technical Education
- Employment Development Department

C. Partnering

The Authority is committed to "Partnering" which is designed to establish long term and harmonious relationships, at all levels of the contracting team towards achieving cohesiveness and mutual goals in delivering the project.

Partnering will serve to identify key project issues; risk management strategies; and build partnering processes and structure, communication protocols and dispute resolution processes.

The Authority will institute a requirement to facilitate Partnering on its Design-Build contracts, which will be afforded to the entire contracting team's utilization, regardless of subcontracting tier or industry.

The Partnering contract specifications are under development and will be a component of the contract specifications.

ATTACHMENTS

1. USDOT Uniform Report of DBE Awards/Commitments
2. Monthly SB Subcontractors Paid Report Summary and Payment Verification - Form 103
3. Request to Add SBs - Form 105

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS⁵

Please refer to the instruction sheet for directions on filling out this form

1	Submitted to (check only one)	<input checked="" type="checkbox"/> FRA	<input type="checkbox"/> FHWA	<input type="checkbox"/> FAA	<input type="checkbox"/> FTA--Recipient ID Number
2	AIP Numbers (FAA Recipients):	Grant			
	Number (FTA Recipients):				
3	Federal Fiscal year in which reporting period falls	FY 20/21 thru FY 21/22	4. Date This Report Submitted:	December 1, 2021	
5	Reporting Period	<input type="checkbox"/> Report due June 1 (for period Oct 1-Mar 31)	<input checked="" type="checkbox"/> Report due Dec 1 (for period April 1-Sep 30)	<input type="checkbox"/> FAA annual report due Dec 1	
6	Name and address of Recipient:	California High-Rail Authority			
7	Annual DBE Goal(s):	Race Conscious Projection: 0%	Race Neutral Projection: 10% ¹	OVERALL Goal: 10% ¹	

Awards/Commitments this Reporting Period

A	AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (Total contracts and subcontracts committed during this reporting period)	A	B	C	D	E	F	G	H	I
		Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs/Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8	Prime contracts awarded this period ²	\$ -	5	\$ -	0			\$ -	0	0.0%
9	Subcontracts awarded/committed this period ²	\$ -	17	\$ -	6	\$ -	0	\$ -	6	0.0%
10	TOTAL			\$ -	6	\$ -	0	\$ -	6	0.0%

B	BREAKDOWN BY ETHNICITY & GENDER	A			B			C		
		Total to DBE (dollar amount)			Total to DBE (number)					
		Women	Men	Total	Women	Men	Total			
11	Black American	\$ -	\$ -	\$ -	0	0	0			
12	Hispanic American	\$ -	\$ -	\$ -	0	1	1			
13	Native American	\$ -	\$ -	\$ -	0	0	0			
14	Asian-Pacific American	\$ -	\$ -	\$ -	0	0	0			
15	Subcontinent Asian Americans	\$ -	\$ -	\$ -	0	0	0			
16	Non-Minority	\$ -	\$ -	\$ -	5	0	5			
17	TOTAL	\$ -	\$ -	\$ -	5	1	6			

Payments Made this Period

C	PAYMENTS ON ONGOING CONTRACTS	A	B	C	D	E	F
		Total Number of Contracts	Total Dollars Paid	Total Number of Contracts with DBEs	Total Payments to DBE firms	Total Number of DBE firms Paid	Percent to DBEs
18	Prime and subcontracts currently in progress ³	29	\$ -	27	\$ -	0	0.0%

D	TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD	A	B	C	D	E
		Number of Contracts Completed	Total Dollar Value of Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	Percent to DBEs
19	Race Conscious	0	\$ -	\$ -	\$ -	0.0%
20	Race Neutral	8	\$ 183,205,000.00		\$ 11,937,831.84	6.5%
21	Totals	8	\$ 183,205,000.00		\$ 11,937,831.84	6.5%

22	Submitted by: Charlene Anderson	23. Signature: <i>Charlene Anderson</i>	24. Phone Number: 559-445-6764
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NOTES

- Line Item 7 : "Race Neutral Projection"and "Overall Goal" inclusive of DBEs.
- Line Item 8 and 9: Includes total of 5 new Prime contracts awarded this reporting period, which 4 out of the 5 are eligible for DBE firms. There was a total of 17 subcontracts added, which only 6 out of the 17 are DBE certified. As of the beginning of the contract, no Federal funds were allocated to any of the 4 new eligible contracts. Four out of the five contracts may still be eligible to pull federal funds once they start withdrawing from FY10 grants. Contract HSR20-26 EY will not be utilizing DBE firms, per their agreement requirement. Therefore, a DBE waiver has been submitted by the Prime.
- Line Item 18: No dollar amount reported under section C of this report as no funding was withdrawn from FY10 grant. As a result no federal funding was expended to applicable contracts during this reporting period.
- Line Item 20: The only applicable contracts to expire during this reporting period were HSR08-05, HSR13-64, HSR13-67, HSR13-68, HSR15-92#1, HSR16-08, HSR16-09, HSR16-10.
- The values on this report reflect the best available data as of September 30, 2021. Utilization values may be subject to change should past invoices or payments be revised or if the DBEs crediting status of subcontractors change.

CHSRA MONTHLY SB SUBCONTRACTORS PAID REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Sep-15

Contract/Project Number: HSRxx-xxx
 Project Name: California High Speed Train Project
 Contract Award Date: _____
 Master Contractor Name: _____
 Address: _____

Report Number: 1
 Original Contract Award Amount: \$ _____
 Current Contract Value: _____
 % of Project Complete: _____
 Telephone: (xxx)xxx-xxxx
 Date of Last Progress Payment: 8/11/2015 (Prime Invoice #xx)

Payment to Master Contractor this period: \$ _____
 Total S Paid to Master Contractor to date: _____
 Total S Paid to SBs this period: \$ _____
 Total S Paid to SBs to date: _____
 Total S Paid to DBEs this period: \$ _____
 Total S Paid to DBEs to date: _____
 Total S Paid to DVBEs this period: \$ _____
 Total S Paid to DVBEs to date: \$ _____

SB Goal: 30% (% of total Contract) #DIV/0!
 Current SB Commitment: #DIV/0!
 Current SB Goal Attainment: #DIV/0!

DBE Goal: 10% (% of total Contract) #DIV/0!
 Current DBE Commitment: #DIV/0!
 Current DBE Goal Attainment: #DIV/0!

DVBE Goal: 3% (% of total Contract) #DIV/0!
 Current DVBE Commitment: #DIV/0!
 Current DVBE Goal Attainment: #DIV/0!

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
September 2015 SUBCONTRACTORS/PURCHASE ORDERS/SUBCONSULTANTS	Type of Work Performed (Scope) Applicable NAICS Code(s)	Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount of Eligible SBE Participation Claimed ¹	\$ Amount paid to SBE this month	\$ Amount paid to SBE lower Tier(s) of SBE this month	Eligible \$ Amount Paid to SBE this month = (Column 7 minus Column 8) x SB Capacity	\$ Amount Paid to Date	\$ Amount paid to lower Tier(s) of SBE to Date ²	Eligible \$ Amount Paid to SBE to Date = (Column 10 minus SBEs in Column 11) x SB Capacity	% of Retention Withheld	% of Work Complete	Notes/Comments
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ TYPE: Subcontractor <input checked="" type="checkbox"/> Broker Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer _____ Lower Tier Subcontractor: (X) Y (J) N Lower Tier to: AMEC CERTIFICATION(s): (X) SB () DBE () DVBE () MB	Geotechnical Investigation and Design (CPT)	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ 5,000.00 DVBE: \$ _____ Non-SBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____ Non-SBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ TYPE: Subcontractor <input checked="" type="checkbox"/> Broker Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer _____ Lower Tier Subcontractor: (X) Y (J) N Lower Tier to: _____ CERTIFICATION(s): () SB (X) DBE () DVBE () MB	Geotechnical Investigation and Design	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____ Non-SBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____ Non-SBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____	SB/Micro: \$ _____ DBE: \$ _____ DVBE: \$ _____
SB/Micro Total(s):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
DBE Total(s):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
DVBE Total(s):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Non-SBE Total(s):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	
Total:		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	

¹ Eligible amount claimed is based on applicable crediting provisions. SBE Current contract value (excluding amounts subcontracted to lower-tiers) multiplied by capacity of work performed by listed SBE (CUF).
² Amount paid to lower tier Non-SBEs to date will not be subtracted from the claimed credit of the parent SBE, this value is captured to ensure that the parent SBE is maintaining CUF standards and obligations.
³ If the SBE is both a DBE and a DVBE they must select which certification they will reporting their participation in towards the DBE or DVBE goal. All SBE certifications (SB, DBE, DVBE, Micro) will be captured and applied towards the overall 30% SBE goal.

Authorized Binding Name: _____
 Authorized Binding Title: Small Business Coordinator
 Authorized Binding Signature: _____

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields.

STATE OF CALIFORNIA HIGH-SPEED RAIL AUTHORITY
REQUEST TO ADD SB/DBE/DVBE SUBCONTRACTOR/SUPPLIER
 HSRA-PMCC-998 (New 9/15)

REQUEST TO ADD SB/DBE/DVBE SUBCONTRACTOR/SUPPLIER

Request to add SB/DBE/DVBE(s) shall be in accordance with the Contract specifications, SB/DBE/DVBE Crediting Provision, and the California High-Speed Rail Authority's Small and Disadvantaged Business Enterprise Program, and is subject to approval by the Authority. The Contractor /Consultant shall provide the Authority with the information requested upon identification of any SB/DBE/DVBE subcontractor/sub-consultant/supplier firm not previously listed to perform under the Contract/Agreement.

Contract Agreement No.:		Contract Name:	
Prime Contractor/Consultant:			
Business Address:			
Please provide the following information for the proposed additional SB/DBE/DVBE subcontractor/sub-consultant/supplier firm.			
SB/DBE/DVBE Firm Name:		SB/DBE/DVBE Certification Number/Certified by:	
Description of Work (Scope):			
Contract Item Number(s):			
Business Address:			
Contact Person:	Phone Number:	E-mail Address:	
Proposed SB/DBE/DVBE - Subcontract Value:		Check all that apply: Subcontractor Vendor Regular Trucker Manufacturer	
Proposed SB/DBE/DVBE - Start Date:			
Note: Attach the following document in support of the request to add SB/DBE/DVBE Subcontractor/Supplier • Copy of the signed Subcontract and/or Service Purchase Agreement			
Prime Contractor/Consultant Representative Signature:		Title and Date:	
FOR AUTHORITY USE ONLY			
Date Request Received:		Approve Request to Add SB/DBE/DVBE?	Yes No
If "No", please state reason:			
Reviewed by:		Title:	
Authority Approval Signature:		Date:	
Name:			