

## **ATTACHMENT H-2**

# **SMALL BUSINESS ENTERPRISE (SBE) PROGRAM PARTICIPATION REQUIREMENTS**



**1963 E. ANAHEIM ST.  
LONG BEACH, CA 90813**

**RFP 24-006  
CNG STATION MAINTENANCE**

**The SBE goal is 8 % percent.**

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**Attachment H-2**  
**LONG BEACH TRANSIT**  
**SMALL BUSINESS ENTERPRISE (SBE) PROGRAM**  
SBE Federal Funds or Local Funds

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**DEFINITIONS**

- (a) Disadvantaged Business Enterprise (DBE) means a for-profit small business concern – (1) That is at least 51 percent owned by one or more individuals who are socially and economically disadvantaged, or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- (b) Small business means, with respect to firms seeking to participate as a Small Business Enterprise (SBE) in U.S. Department of Transportation (DOT) - assisted contracts, a small business concern as defined in Section 3 of the Small Business Act (15 U.S.C. Section 637 and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121), that also does not exceed the cap on average annual gross receipts specified in 13 CFR Section 121.402.
- (c) Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is – (1) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis; and (2) Any individual in the following groups, members of which are presumed to be socially and economically disadvantaged:
- (1) “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
  - (2) “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;
  - (3) “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - (4) “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), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (5) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - (6) Women;
  - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
  - (8) Long Beach Transit (LBT) defines small business enterprise or SBE as a small business that qualifies as a small business under SBA regulations.
- (d) LBT defines small business enterprise or SBE as a small business that qualifies as a small business under SBA regulations.
- (e) Any small business that is certified by and entity as a DBE, SBE, Minority Business Enterprise (MBE), Women Business Enterprise (WBE), or Historically Underutilized Business (HUB) meeting the SBA size requirement will be accepted as meeting the LBT SBE requirements. For certification requirements see Section 6 of this Attachment.

## **SUBMISSION OF SBE FORMS**

Contractors shall submit with their offer a completed Subcontractor Participation form (listing all proposed subcontractors (SBE and non-SBE) and an executed Intent to Perform as a SBE Subcontractor Form for each SBE subcontractor listed on the Subcontractor Participation Form. As required in Section 5 of this Attachment, complete Good Faith Effort documentation (if necessary) must be submitted at this same time. The listing of an SBE by a Contractor shall constitute a representation by the Contractor to LBT that it believes such SBE firm to be technically and financially qualified and available to perform the work. It shall also represent a commitment by the Contractor that, if it is awarded the contract, it will enter into a subcontract with such SBE (provided that the SBE is certified in accordance with Section 6 of this Attachment) for the work described and at the price set forth in both the Subcontractor Participation Form and the Intent to Perform as an SBE Subcontractor forms. If the price changes after the forms have been submitted, but prior to award of the contract, the Contractor will immediately notify LBT’s Purchasing department of the changed amount and the reason(s) for the change. LBT must first approve in writing any proposed substitutions of SBE firms. If an Contractor is an SBE and wishes to count its participation on the project towards the goal, it is required to perform that portion with its own workforce.

## **CREDIT TOWARDS GOALS**

- (a) No credit toward meeting SBE goals will be allowed unless the SBE is determined to be eligible by LBT’s DBE Officer. Contractors are strongly encouraged to contact LBT’s DBE Officer well in advance of the date set for receipt of offers in order to enable review of the proposed SBEs eligibility to participate in LBT’s SBE Program. The dollar value of work performed under a contract with a firm after it has ceased to be certified cannot count

toward a contract goal. Participation of an SBE subcontractor cannot count toward the prime contractor's SBE achievements until the amount being counted has been paid to the SBE.

- (b) Only expenditures to SBEs that perform a Commercially Useful Function (CUF) may be counted towards goals. An SBE performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing and supervising the work involved. To perform a CUF, the SBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. An SBE 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 to obtain the appearance of SBE participation. If an SBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce, or the SBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, it is not performing a CUF.
- (c) The Contractor may count only the value of the work actually performed by the SBE toward SBE goals. Included in the count is the entire amount of that portion of the contract that is performed by an SBE's own workforces. The Contractor should include the cost of materials and supplies obtained by the SBE for the work of the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime contractor or its affiliate). The Contractor shall count toward SBE goals the entire amount of fees or commissions charged by an SBE firm for providing a service, such as professional, technical, consultant or managerial; or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. When an SBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward SBE goals only if the SBE's subcontractor is an SBE.
- (d) When an SBE performs as a participant in a joint venture, the Contractor may count toward SBE goals a portion of the total dollar value of the contract equal to the distinct, portion of the work the SBE performs with its workforces.
- (e) The Contractor may credit towards the SBE goal the full expenditures for materials and supplies provided that the SBE is a manufacturer. A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications (also, produces materials from raw materials, or substantially alters materials before resale).
- (f) The Contractor may credit towards the SBE goal only 60 percent of the total dollar cost for material and supplies purchased from SBEs that are regular dealers and not manufacturers.

A regular dealer is an established firm that owns, operates or maintains a store, warehouse or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating, or maintaining a place of business if the person both owns and operates distribution equipment for the products. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers.

- (g) A Contractor may count toward its SBE goals the following expenditures to SBE firms that are not manufacturers or regular dealers.
- (1) The fees or commissions charged for bona fide services such as professional, technical, consultant or managerial services and assistance in the purchasing of essential personnel, facilities, equipment materials or supplies required for performance of the contract, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - (2) The fees charges for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker or delivery service is not also the manufacturer of, or a regular dealer in, the materials and supplies.
  - (3) The fees charged for providing any bonds or insurance specifically required for the performance of the contract.
  - (4) The fees charged for assistance in the purchasing of the materials and supplies provided that the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

## **DEMONSTRATION OF GOOD FAITH EFFORT**

- (a) If a Contractor does not meet the SBE goals, it shall nevertheless be eligible for award of the contract if it can demonstrate to the satisfaction of LBT that it has made a good faith effort to meet the SBE goals. In evaluating a Contractor's good faith effort submission, LBT will only consider those documented efforts that occurred prior to receipt of competitive sealed bids (Invitation for Bids) or competitive sealed proposals (RFP).
- (1) Possible subcontracting opportunities include, but are not limited to:

<b>Industry</b>	<b>NAICS Code</b>
Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	811310
Air and Gas Compressor Manufacturing	333912
Electrical Apparatus and Equipment, Wiring Supplies, and Related Equipment Merchant Wholesalers	423610
Electrical Contractors and Other Wiring Installation Contractors	238210
Oil and Gas Pipeline and Related Structures Construction	237120
Support Activities for Oil and Gas Operations	213112

(2) **The SBE goal is 8 % percent.**

(b) In the event that a firm submitted by a Contractor is not able to become certified by one of the certifying agencies (See Section 6 of this Attachment), the Contractor will be notified and given an opportunity to substitute that firm with another SBE firm. The Contractor will be given a deadline to accomplish the substitution. Should the Contractor be unable to contract with another substitute SBE firm, the good faith efforts that the Contractor made in attempting to contract with the substitute SBE firm must be documented to LBT's DBE Officer at:

**Karen J. Kimber**  
 Manager, Regulatory Compliance & Civil Rights  
 Long Beach Transit  
 1963 E. Anaheim St., Long Beach, CA 90813  
 (562) 599-8564; kkimber@lbtransit.com

(c) Documentation submitted under this subparagraph is the only exception to the requirements in subparagraph (a) above pertaining to the good faith efforts that LBT will consider in determining whether the Contractor shall be otherwise eligible for award of the contract.

(d) In making a determination that the Contractor has made a good faith effort to meet the SBE goals, LBT shall consider among other things it deems relevant, the criteria set forth below. Additionally, in determining whether a contractor has made good faith efforts, LBT will take into account the performance of other contractors in meeting the contract goal. The Contractor shall furnish as part of its SBE utilization information provided under Section 5 such specific documentation concerning the steps it has taken to obtain SBE participation, with a consideration of, by way of illustration and not limitation the following:

(1) Whether the Contractor solicited through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified SBEs that can reasonably perform the work of the contract. The contractor must solicit this interest within a reasonable amount time to allow the SBEs to respond to the solicitation. The contractor must determine with certainty if

the SBEs are interested by taking appropriate steps to follow up initial solicitations and completing the “Intent to perform as a DBE contractor” form.

- (2) Whether the Contractor selected portions of the work to be performed by SBEs in order to increase the likelihood that the SBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate SBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- (3) Whether the Contractor provided interested SBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (4) Whether the Contractor negotiated in good faith with interested SBEs. It is the bidder’s responsibility to make a portion of the work available to SBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available SBE subcontractors and suppliers, so as to facilitate SBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of SBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for SBEs to perform the work. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm’s price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder’s failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable.
- (5) Whether the Contractor rejected SBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor’s standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (e.g., union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor’s efforts to meet the project goal.
- (6) Whether the Contractor made efforts to assist interested SBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- (7) Whether the Contractor made efforts to assist interested SBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

- (8) Whether the Contractor effectively used the services of available community organizations; minority/women contractors' groups; local, state, and federal small business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of SBEs.
- (e) If the Contractor does not meet the SBE goal or make adequate good faith efforts to do so, LBT will so notify the Contractor in writing. The Contractor may appeal the decision within five (5) business days of the date of the notice of decision by filing a written appeal for reconsideration to the Administrative Appeals Officer. As part of this appeal, the Contractor has the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so.
- (f) The contractor should make this request in writing to the Administrative Appeals Officer:
- Karen J. Kimber**  
Manager, Regulatory Compliance & Civil Rights  
Long Beach Transit  
1963 E. Anaheim St., Long Beach, CA 90813  
(562) 599-8564; kkimber@lbtransit.com
- (g) The reconsideration will be made within five days of receipt by the Administrative Appeals Officer, an individual who did not take part in the original determination that the contractor failed to meet the goal or make adequate good faith efforts to do so. The result of the process is final and is not administratively appealable to the U.S. Department of Transportation.

## **CERTIFICATION OF SBES**

LBT will accept the following certifications to meet SBE requirements, as long as they meet SBA size standards:

- Small Business Enterprise (SBE) as determined by SBA size standards
- Disadvantaged Business Enterprise (DBE)
- Women Business Enterprise (WBE)
- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB) meeting Small Business size standards

LBT will accept certifications from government agencies certifying small businesses meeting the above-referenced certification requirements. The agencies include, but are not limited to:

- The Port of Long Beach
- City of Long Beach
- Small Business Administration (SBA)
- California Unified Certification Program (CUCP)
- City of Los Angeles
- Los Angeles County Metropolitan Transportation Authority (Metro)

LBT is a participating entity under the CUCP. This means that LBT will accept DBE certifications to meet SBE requirements from any of the certifying agencies that have agreed to perform the certification of DBEs within the State of California under the CUCP.

The participating agencies are:

**Los Angeles County Metropolitan Transportation Authority (Metro)**

Diversity & Economic Opportunity Department

(213) 922-2600

<https://www.business.metro.net>

**California Department of Transportation (Caltrans)**

(916) 324-1700 or (866) 810-6346

[www.dot.ca.gov/hq/dpac](http://www.dot.ca.gov/hq/dpac)

**City of Los Angeles**

(213) 847-2684

<http://bca.lacity.org>

In the event LBT determines that a firm identified by the Contractor as a potential SBE does not qualify as a SBE, the Contractor shall be informed and will be provided with an opportunity to substitute firms meeting the certifying agency's SBE eligibility criteria for the LBT's consideration.

Information concerning SBEs currently certified can be obtained by contacting LBT's DBE Officer at the address in section 4(b). Contractors are reminded that only certified SBEs may participate in LBT contracts in such capacities. **If Contractors propose using an SBE not currently certified with any of the other recipients in the California Unified Certification Program (CUCP), the SBE Application must be approved by the certifying agency no later than the date and time established for the receipt of proposals.** Any extensions to the due date by amendment to the solicitation shall automatically extend the due date of the application. If a Contractor proposes using an SBE from another state, the firm must produce evidence that it is SBE certified in the state in which the business is headquartered.

**TERMINATION OF SBE SUBCONTRACTORS**

A Prime Contractor may not terminate an SBE Contractor for convenience and perform the work with its own workforce, that of its affiliates, non-SBE contractor or another DBE/SBE Contractor without prior written approval from LBT. In the event that a Contractor wishes to modify its Subcontractor Participation form after its offer is submitted and/or a contract awarded, the Contractor must notify LBT in writing and request approval of the modification. This will include any changes to items of work, material, services or SBE firms which differ from those identified on the Subcontractor Participation form on file. The Contractor/Contractor must cooperate in supplying LBT with additional information with respect to the requested modification. If the

modification involves a substitution, and if it is approved by LBT's DBE Officer, the Contractor must make every good faith effort to replace the SBE with another SBE. In the event that the Contractor is unable to contract with another SBE firm, such good faith efforts must be documented to LBT's DBE Officer. The substitute DBE/SBE firm must be certified by LBT in order for the Contractor to receive credit towards fulfilling its SBE participation goals for the contract. Furthermore, any SBE subcontractor approved by LBT to be replaced at the request of Prime Contractor has the right to appeal this decision directly to LBT's DBE Officer if it disagrees with the decision. Appeals must be submitted in writing within five (5) business days of being notified. Appeals should be sent to:

**Karen J. Kimber**  
Manager, Regulatory Compliance & Civil Rights  
Long Beach Transit  
1963 E. Anaheim St., Long Beach, CA 90813  
(562) 599-8564; kkimber@lbtransit.com

## **PAYMENTS**

Concurrent with the submission of the invoice or each request for a progress payment under this contract, all parties (contractor, subcontractor or supplier) will be confirming and reporting all payments electronically via the **B2GNow Compliance Tracking System** at [www.lbtransit.dbesystem.com](http://www.lbtransit.dbesystem.com). LBT may withhold all or part of any progress payment otherwise due the contractor if the contractor fails to confirm payments received from LBT as well as payments made to subcontractors on the B2GNow system and make prompt payment to its subcontractors, suppliers and laborers. Any questions can be directed to the DBE Officer.

## **PAYMENT DISPUTES**

If a payment dispute arises between the Contractor and any subcontractor or supplier related to this contract, the contractor shall provide a written response to the subcontractor or supplier, with a copy to the Contracting Officer at the contact information provided in the contract, specifically addressing any disputed amounts. The Contractor should resolve all disputed invoices at the earliest time to avoid a delay in the submission of required subcontractor/supplier payment certifications that could delay payment to the Contractor. In the event that the Contractor cannot resolve a subcontractor or supplier disputed invoice, the Contractor shall bring the matter to the attention of the Contracting Officer at the time of submitting the Contractor's invoice for payment. The Contracting Officer will investigate the situation and make a determination whether the Contractor's invoice should be processed for payment without the required subcontractor or supplier certification. The Contracting Officer will not mediate the dispute between the Contractor and any subcontractor or supplier in the resolution of disputed invoices. At no time will the contractor invoice LBT for amounts in dispute without prior notification to the Contracting Officer.

## **BANKS AND FINANCIAL INSTITUTIONS**

The Contractor is encouraged to utilize the services of disadvantaged, minority and women-owned banks and financial institutions.

## **SUBCONTRACT REQUIREMENTS**

A copy of the subcontractor agreement must be provided to LBT within 30 days of the contract award.

- (a) Non Discrimination. Each subcontract the Contractor signs with a subcontractor must include the following assurance:
- (b) Contractor's Assurance. "The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to: (1) withholding monthly (or periodic) payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the Contractor from future bidding as non-responsible."
- (c) Prompt Payment of Subcontractors. The Contractor agrees to pay each subcontractor under the contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the Contractor receives from LBT. Any delay or postponement of payment from the above-referenced time frame may occur only for good cause following written approval of LBT. This clause applies to both SBE and non-SBE subcontracts.

Contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's 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 LBT. This clause applies to both SBE and non-SBE subcontracts. The Contractor shall require each subcontractor under this contract to include this clause in its subcontracts.

- (d) The Contractor agrees to include the above clauses in each subcontract associated with this contract. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to the provisions.

## **SANCTIONS FOR NONCOMPLIANCE WITH LBT'S SBE PROGRAM PROVISIONS**

Failure of the Contractor to carry out LBT's SBE Program requirements shall constitute a breach of contract and may result in termination of the contract for default or such remedy as LBT may deem appropriate, which may include, but is not limited to: (1) withholding monthly (or periodic) payments; (2) assessing sanctions; (3) liquidated damages; and/or (4) disqualifying the contractor

from future bidding as non-responsible.” The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

**SUBCONTRACTOR PARTICIPATION FORM**

**Instructions:** The Contractor shall complete this form by listing 1) Names of all proposed subcontractors, 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a SBE or non-SBE, 5) Ethnic Code of firm, 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as SBEs must have current certification as a SBE with a participating certifying agency (see Attachment H paragraph 6) The SBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as SBEs must complete an Intent to Perform as a SBE Subcontractor agreeing to the information listed here.

**Name of Prime Contractor:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

Ethnic Code: **A)** African-American Male **B)** African American Female **C)** Asian-Indian Male  
**D)** Asian-Indian Female **E)** Asian-Pacific Male **G)** Asian-Pacific Female **H)** Hispanic Male  
**I)** Hispanic Female **J)** Native American Male **K)** Native American Female **L)** White Female **M)** Other

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Include name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "install" or both.	4) DBE or non-DBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) DBE % or \$ amount of Total Contract

**This form must be completed as instructed above and include every subcontractor proposed on this project.**  
 The undersigned will enter into a formal agreement with SBE contractors for work listed in this schedule upon execution of a contract with LBT. The Contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform Form as completed by the SBE subcontractors. The Contractor also certifies that no more than 70 percent of the work for this project will be subcontracted.

\_\_\_\_\_  
**Name of Authorized Representative of Contractor**

\_\_\_\_\_  
**Signature of Authorized Representative of Contractor**

\_\_\_\_\_  
**Date Signed**

**INTENT TO PERFORM AS AN SBE CONTRACTOR/SBE SUBCONTRACTOR  
Solicitation # 24-006**

*(Note: In accordance with LBT Policy, SBE firms participating in LBT’s SBE Program must have “current” certification status with a Certifying Agency (see Attachment H Paragraph 6) by the due date established for solicitation.*

1. To: (name of Prime Contractor) \_\_\_\_\_

2. The undersigned is either currently certified as a SBE or will be at the time this solicitation is due.

The undersigned is prepared to perform the following described work with their own workforce and/or supply the material listed in connection with the above project (where applicable specify “supply” or “install” or both) \_\_\_\_\_

\_\_\_\_\_

and at the following price \$ \_\_\_\_\_ and/or \_\_\_\_\_ percent of the total contract amount (should be the same \$ or % found Subcontractor form).

With respect to the proposed subcontract described above, the undersigned SBE anticipates that \_\_\_\_\_ percent of the dollar value of this subcontract will be sublet and/or awarded to other contractors. Any and all subcontractors that a SBE subcontractor uses must be listed in Form **Subcontractor Participation-2** and must also be DBE certified (The DBE subcontractor should complete this section only if the SBE is subcontracting any portion of its subcontract).

(Name of DBE Firm)	(Signature of Authorized Representative)	(Phone Number)	(Email)	(Date Signed)
(Name of Prime Contractor)	(Signature of Authorized Representative)	(Phone Number)	(Email)	(Date Signed)

**SUBCONTRACTOR PARTICIPATION-2 FORM**

**Instructions:** The Contractor shall complete this form by listing 1) Names of all proposed subcontractors, 2) Contact information, 3) Description of work to be performed/product to be provided, 4) Status as a SBE or non-SBE, 5) Ethnic Code of firm, 6) Age of the firm, 7) Annual gross receipts of the firm, 8) % or \$ amount of Total Contract. Those subcontractors which are listed on this form as SBEs must have current certification as a SBE with a participating certifying agency (see Attachment H paragraph 6) The SBE certification must be complete by the time the proposals are submitted. Additionally, those subcontractors which are listed on this form as SBEs must complete an Intent to Perform as a SBE Subcontractor agreeing to the information listed here.

**Name of Subcontractor:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Solicitation Number:** \_\_\_\_\_

 Ethnic Code: **A)** African-American Male **B)** African American Female **C)** Asian-Indian Male  
**D)** Asian-Indian Female **E)** Asian-Pacific Male **G)** Asian-Pacific Female **H)** Hispanic Male  
**I)** Hispanic Female **J)** Native American Male **K)** Native American Female **L)** White Female **M)** Other

1) Name of Subcontractor	2) Address, Telephone # of DBE Firm (Include name of contact person)	3) Description of Work, Services Provided. Where applicable, specify "supply" or "install" or both.	4) SBE or non-SBE	5) Ethnic Code	6) Age of Firm	7) Annual Gross Receipts	8) SBE % or \$ amount of Total Contract

**This form must be completed as instructed above and include every subcontractor proposed on this project.**

The undersigned will enter into a formal agreement with SBE contractors for work listed in this schedule upon execution of a contract with LBT. The Contractor agrees to the terms of this schedule by signing below and submitting the Intent to Perform Form as completed by the SBE subcontractors. The Contractor also certifies that no more than 70 percent of the work for this project will be subcontracted.

 \_\_\_\_\_  
**Name of Authorized Representative of Subcontractor**

 \_\_\_\_\_  
**Signature of Authorized Representative of Subcontractor**

 \_\_\_\_\_  
**Date Signed**