

# Metro Gold Line Foothill Extension Construction Authority

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## REQUEST FOR PROPOSALS (RFP) C3011 SBE AUDIT SERVICES

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**ISSUED JUNE 22, 2026**

### KEY DATES

<b>RFP Issued:</b>	<b>June 22, 2026</b>
<b>Last Day for Submitting Written Questions:</b>	<b>July 22, 2026</b>
<b>Last Day Anticipated to Respond to Questions:</b>	<b>July 29, 2026</b>
<b>Last Day to Receive Proposals:</b>	<b>August 17, 2026</b>
<b>Interview Date:</b>	<b>August 26-27, 2026</b>
<b>Board Award of Contract (anticipated):</b>	<b>September 10, 2026</b>

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**SUBJECT: NOTICE OF REQUEST FOR PROPOSALS**

**RFP C3011: METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY  
SBE AUDIT SERVICES**

The Metro Gold Line Foothill Extension Construction Authority hereby invites Proposals from qualified firms or teams to provide the services described in Appendix 2. The Authority intends to build the Project through a construction manager at risk (“CMAR”) project delivery method.

**Proposals must be received by the Authority at or before 11 a.m., Pacific Time on the date indicated on the cover page of this RFP as the last day to receive Proposals.** Any Proposal received after the date and time specified above will be rejected, considered nonresponsive, and returned to the Proposer unopened.

Parties interested in obtaining a copy of this RFP may do so by visiting the Authority’s website at <http://www.foothillgoldline.org>.

All Proposers shall comply with all the provisions of this RFP.

#### **DEFINITIONS**

Capitalized terms not otherwise defined below shall have the meaning set forth in the Contract.

- (a) Authority – The Metro Gold Line Foothill Extension Construction Authority.
- (b) Board Member – Any one of the voting or non-voting members of the Authority’s Board of Directors.
- (c) Consultant – The Proposer selected to perform the Services pursuant to this RFP.
- (d) Contract – The agreement resulting from this RFP, if awarded, based on the form of contract attached hereto as Appendix 4, including the Scope of Services, attached hereto as Appendix 2.
- (e) Key Personnel – The Project Manager and other individuals identified by Proposer in its Proposal pursuant to Section 2.1.3.2(a).
- (f) Proposal – The written response to this RFP submitted by a Proposer.
- (g) Proposer – Firm or team (including subcontractors) that submits a Proposal in response to this RFP.
- (h) RFP – This Request for Proposals, including all attachments and appendices, and the Reference Documents.

- (i) Services – The services solicited in this RFP as more particularly set forth in Appendix 2.

### **INTERPRETATION**

In this RFP, where appropriate: the singular includes the plural and vice versa; references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referenced; and the words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation”. Words such as “herein,” “hereof” and “hereunder” shall refer to the entire document in which they are contained and not to any particular provision or section; words not otherwise defined that have well-known technical or construction industry meanings are used in accordance with such recognized meanings; references to persons or entities include their respective permitted successors and assigns and, in the case of governmental entities, any such governmental entity succeeding to their respective functions and capacities; “day” means calendar day unless otherwise indicated; and words of any gender used herein shall include each other gender where appropriate.

## 1.0 INSTRUCTIONS TO PROPOSERS

### 1.1 EXAMINATION OF RFP DOCUMENTS

By submitting a Proposal, the Proposer represents that it has thoroughly examined and become familiar with the Services and the form of contract attached hereto as Appendix 4, and that it is capable of (a) performing the Services within the established schedule, and (b) executing the Contract as described in Section 3.5.

### 1.2 POINT OF CONTACT

The Authority's Chief Contracting Officer and In-House Counsel, Mitchell S. Purcell, Esq., or his designee, will be the sole contact for the prospective Proposers during the procurement process. He will coordinate all managerial, administrative, and technical processes and decisions. Mr. Purcell is located at 406 East Huntington Drive, Suite 202, Monrovia, CA 91016. His e-mail address is [mpurcell@foothillgoldline.org](mailto:mpurcell@foothillgoldline.org).

### 1.3 ADDENDA / CLARIFICATIONS

#### 1.3.1 Addenda

The Authority may at any time modify conditions or requirements of this RFP by issuance of addenda. The Authority shall make any changes to the requirements of this RFP by written addenda only and nothing included in a written response pursuant to Section 1.3.2 or at any other time shall change or qualify in any way any of the provisions in this RFP. The Authority will not be bound by, and Proposers shall not rely on, any oral communications or representations or any written communications except to the extent set forth in an addendum to this RFP and not superseded by a later addendum to this RFP. **Proposers are responsible for checking the Authority's website for addenda, questions and responses, and other important information.**

#### 1.3.2 Questions and Requests for Clarification

If a Proposer has questions about this RFP or requires any clarifications, the Proposer shall notify the Authority in writing in accordance with this Section. All questions and requests for clarification must be received by the Authority **at or before 11 a.m., Pacific Time** on the date indicated on the cover page of this RFP as the last day for submitting written questions. All questions and requests for clarification shall be in writing, clearly labeled "Written Questions," and emailed to Mitchell S. Purcell, Esq., Chief Contracting Officer & In-House Counsel at [mpurcell@foothillgoldline.org](mailto:mpurcell@foothillgoldline.org) with the email subject line "RFP C3011 - Written Questions." The Authority shall not be responsible for failure to respond to a question or request for clarification that has not been properly labeled.

Summaries of the inquiries and responses may be posted without attribution on the Authority's website at [www.foothillgoldline.org](http://www.foothillgoldline.org). The Authority does not anticipate issuing any responses to inquiries after the date set forth on the cover page of this RFP as the last day anticipated to respond to written questions. The responses will not be considered part of this RFP or the Contract but may be relevant in resolving any ambiguities in this RFP or the Contract. Inquiries resulting in any modifications to this RFP will be documented in addenda.

## 1.4 SUBMISSION OF PROPOSALS

### 1.4.1 Date and Time

**Proposals must be received at or before 11 a.m., Pacific Time on the date set forth on the cover page of this RFP as the last day to receive Proposals.** Any Proposals received after the above-specified time will be rejected, considered nonresponsive, and returned to the corresponding Proposers unopened.

### 1.4.2 Address

Proposals shall be addressed as follows:

METRO GOLD LINE FOOTHILL EXTENSION  
CONSTRUCTION AUTHORITY  
Attention: Mitchell S. Purcell, Esq.  
Chief Contracting Officer & In-House Counsel  
406 East Huntington Drive, Suite 202  
Monrovia, CA 91016

### 1.4.3 Submission of Proposals

The Proposer shall submit **five electronic copies** of its Proposal in a sealed package, *excluding its costs of services* as required by Section 2.2, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

Request for Proposals (RFP) C3011:  
SBE Audit Services  
Proposal Documents

The Proposer shall submit **three electronic copies** of its costs of services as required by Section 2.2 in a separately sealed package, addressed as shown above, bearing the Proposer's name and address and clearly marked as follows:

Request for Proposals (RFP) C3011:  
SBE Audit Services  
Costs of Services

The electronic copies shall be provided on a flash drive in a format that is easily readable and searchable by a common desktop computer with standard software installed, such as Adobe Acrobat.

#### **1.4.4 Acceptance of Proposals**

All Proposals are valid for a period of 180 days after the date indicated on the cover page of this RFP as the last day to receive Proposals, unless the Proposer agrees to extend the validity period.

The Authority reserves the right to accept or reject any and all Proposals, or any item or part thereof, and to waive any deficiencies, informalities or irregularities in Proposals or other submittals, as applicable.

The Authority reserves the right to withdraw this RFP at any time without prior notice, and the Authority makes no representations that any contract will be awarded to any Proposer responding to this RFP. The Authority reserves the right to postpone for its own convenience the date for receipt of the Proposals and to modify any aspect of the schedule.

#### **1.4.5 Disqualification from Future RFPs**

The Authority reserves the right to disqualify any Proposer from future RFPs for an undetermined amount of time for failure to accept a contract and/or unsatisfactory performance.

### **1.5 PRE-CONTRACTUAL EXPENSES**

The Authority shall not pay or reimburse Proposers for any pre-contractual expenses incurred by Proposers, including:

- (a) Expenses incurred in connection with:
  - (i) Preparing a Proposal in response to this RFP;
  - (ii) Submitting a Proposal to the Authority; and
  - (iii) Negotiating with the Authority on any matter related to this RFP or a Proposal; and
- (b) Any other expenses incurred by Proposer prior to the date of execution of the Contract and the issuance of a notice to proceed pursuant thereto.

## **1.6 DISQUALIFYING PRACTICES**

If the Proposer or anyone representing the Proposer offers or gives any advantage, gratuity, bonus, discount, bribe, or loan of any sort to the Authority, including agents or anyone representing the Authority at any time during the procurement process, the Authority shall immediately disqualify the Proposer and the Proposer shall not be entitled to any payment.

Practices which might result in unlawful activity, including rebates, kickbacks, or other unlawful consideration, are strictly prohibited under this RFP.

## **1.7 PROPERTY OF THE AUTHORITY**

Subject to Section 1.12, all documents submitted by the Proposer in response to this RFP shall become the property of the Authority and will not be returned to the Proposer.

## **1.8 LENGTH OF CONTRACT; PHASES**

The Authority anticipates awarding the Contract for an initial one year term with possible amendments extending the term by one year increments until completion of the Project; however, Contract amendments may or may not occur.

## **1.9 PROTEST PROCEDURES**

This Section 1.9 sets forth the exclusive protest remedies available with respect to this RFP. Each Proposer, by submitting its Proposal, expressly recognizes the limitation on its rights to protest contained herein, expressly waives all other rights and remedies and agrees that the decision on any protest, as provided herein, shall be final and conclusive unless wholly arbitrary. These provisions are included in this RFP expressly in consideration for such waiver and agreement by the Proposers. Such waiver and agreement by each Proposer is also consideration to each other Proposer for making the same waiver and agreement.

### **1.9.1 Protests Regarding RFP or Procurement Process**

A Proposer may protest the terms of this RFP or the procurement process prior to the Proposal due date on the grounds that (a) a material provision in this RFP is ambiguous; (b) any aspect of the procurement process is contrary to legal requirements applicable to this procurement; or (c) this RFP exceeds, in whole or in part, the authority of the Authority. Protests regarding this RFP shall be filed only after the Proposer has informally discussed the nature and basis of the protest with the Authority in an effort to remove the grounds for protest.

Protests regarding this RFP or the procurement process shall completely and succinctly state the grounds for protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest.

Protests regarding this RFP or the procurement process shall be filed by hand delivery to the CEO at Metro Gold Line Foothill Extension Construction Authority, 406 E. Huntington Drive, Suite 202, Monrovia, California 91016, as soon as the basis for protest is known to the Proposer, but in no event later than 10 Working Days before the Proposal due date, provided that protests regarding an addendum shall be filed no later than five Working Days after the addendum is issued. The Proposer is responsible for obtaining proof of delivery.

No hearing will be held on the protest, but the CEO, or his designee, whose decision shall be final and conclusive, shall decide it, on the basis of the written submissions. The CEO, or his designee, will distribute copies of the protest to the other Proposers and may, but need not, request other Proposers to submit statements or arguments regarding the protest and may, in his or her sole discretion, discuss the protest with the protestant. The Authority shall issue a written decision responding to each substantive issue raised in any protest to each Proposer. If necessary to correct any error, omission or ambiguity identified by the protest, the Authority will make appropriate revisions to this RFP by issuing addenda. The failure of a Proposer to raise a ground for a protest regarding this RFP or the procurement process shall preclude consideration of that ground in any protest of a selection unless such ground was not and could not have been known to the Proposer in time to protest prior to the final date for such protests. The Authority may extend the Proposal due date, if necessary, to address any such protest issues. The Authority's decision shall be final.

### **1.9.2 Protests Regarding Award**

Protests regarding any award of the Contract shall be decided in accordance with the Authority's Administrative Code, relevant excerpts from which are attached hereto as Appendix 1.

## **1.10 RULES OF CONTACT**

During the procurement period commencing on the date indicated on the cover page of this RFP as the date this RFP is issued, and continuing until execution of the Contract or cancellation of this procurement: (a) no Proposer including team members may communicate with another Proposer including team members through their employees, members, or agents except that subcontractors that are shared between two or more Proposers may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the Proposers; (b) unless otherwise authorized by the Authority's point of contact, a Proposer may contact the Authority only through the Authority's point of contact; and (c) no employee, member, or agent of any firm shall have any *ex parte* communications regarding this RFP with any member of the Authority's Board of Directors or staff, its advisors, agents, or any of its contractors or consultants involved with the

procurement, except for communications expressly permitted by this RFP. Any firm engaging in such prohibited communications may be disqualified at the sole discretion of the Authority. The foregoing shall not preclude any firm from participating in public meetings of the Authority's Board of Directors or formal interview with the Authority as described herein.

## **1.11 NOT USED**

## **1.12 PUBLIC RECORDS ACT**

All records, documents, drawings, plans, specifications, and other material relating to the conduct of Authority business, including materials submitted by Proposers, are subject to disclosure if requested by a member of the public pursuant to the California Public Records Act (Government Code Section 6250 et seq.), and any other laws and regulations applicable to the disclosure of documents submitted under this RFP. The Authority's use and disclosure of its records are governed by such laws.

After the announcement of a recommended award, all Proposals received in response to this RFP will be subject to public disclosure. There are a very limited number of exemptions to this disclosure requirement. Under the California Constitution, these exceptions are narrowly construed in favor of disclosure. If a Proposer asserts that there are portion(s) of the Proposal which are exempt from disclosure under the Public Records Act, the Proposer must mark it as such and state the specific provision in the Public Records Act which provides the asserted exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the Public Records Act which provides the exemption, as well as provide the factual basis for claiming the exemption. Blanket, all-inclusive identifications by designation of whole pages or sections as containing proprietary information, trade secrets or confidential commercial or financial information is not permitted and shall be deemed invalid. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such.

If the Authority receives a request for information that a Proposer has marked as exempt from disclosure under the Public Records Act as described above, the Authority will provide the Proposer who submitted such information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Under no circumstances, however, will the Authority be responsible or liable to the Proposer, submitting party, or any other party for the disclosure of any such materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of the Authority or its officers, employees, contractors, or consultants. If the Authority chooses to withhold records from disclosure at the Proposer's request and an action is brought against the Authority to compel disclosure, the Proposer shall pay all attorney fees and litigation costs associated with defending that action,

including without limitation, the Authority's and the prevailing plaintiff's attorney fees and litigation costs.

The Authority will not advise a Proposer or any other submitting party as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act or other applicable laws, as to the interpretation of the California Public Records Act, or as to the definition of trade secret. The Proposer and any other submitting party shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials as described above. Each Proposer and any other submitting party is advised to contact its own legal counsel concerning the California Public Records Act, other applicable laws and their application to the Proposer's or any other submitting party's own circumstances.

In the event of litigation concerning the disclosure of any material submitted by the Proposer, the Authority's sole involvement will be as a stakeholder retaining the material until otherwise ordered by a court; and the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk. The Proposer shall reimburse the Authority for any expenses or costs of any kind that it incurs in connection with any such litigation.

Subject to this Section 1.12, the Authority reserves the right to disclose information contained in Proposal to the public.

## 2.0 PROPOSAL CONTENTS AND FORMS

### 2.1 FORMAT AND CONTENT

#### 2.1.1 Presentation and Content

Proposals shall be typed and single-spaced with a minimum 11-point font on 8 ½ x 11-size paper; fonts on tables, graphics, captions, callouts and similar graphical text must be legible but may be smaller than 11-point. Proposals shall not exceed 50 pages in length, excluding resumes, forms, conflict of interest responses, and the letter of transmittal. Proposers are in no way obligated to use the maximum number of pages. Proposal pages shall be sequentially numbered. Proposals should not include any unnecessarily elaborate or promotional material. Lengthy narratives are discouraged.

Each Proposal must include:

- (a) A letter of transmittal, as described in Section 2.1.2;
- (b) The three sections described in Section 2.1.3, comprised of:
  - (i) Section 1 – Qualifications, Related Experience, and Financial Stability;
  - (ii) Section 2 – Staffing and Personnel / Team Organization; and
  - (iii) Section 3 – Project Understanding, Plan, and Approach;
- (c) The costs of services, as described in Section 2.2 (submitted separately in accordance with Section 1.4.3);
- (d) The relationships disclosure described in Section 2.3; and
- (e) The required forms (Attachments A through D), as described in Section 2.4.

#### 2.1.2 Letter of Transmittal

The letter of transmittal shall be no greater than three pages and addressed to the Chief Contracting Officer & In-House Counsel and must, at a minimum, include the following:

- (a) Identification of the Proposer, including full legal name, address, and telephone number;
- (b) Proposed working relationship between the Proposer and subconsultants (with full legal names), if applicable;
- (c) Acknowledgement of receipt of all RFP addenda, if any (if none, so state);

- (d) Acknowledgement of receipt of all Proposer inquiries and Authority responses, if any (if none, so state);
- (e) Name, title, address, email, and telephone number of the contact person for the Proposer's Proposal;
- (f) A statement indicating that the Proposal shall remain valid for a period of not less than 180 days from the date of submittal; and
- (g) The signature of the person authorized to bind the Proposer to the terms of the Proposal.

### **2.1.3 Proposal**

Generally: Appendix 2 identifies the deliverables and tasks required for this RFP. The Proposal must identify the Proposer's approach to performing the Services in the most cost effective and efficient manner.

Specifically: A Proposer must include the following four sections in its Proposal to be considered responsive:

#### **2.1.3.1 Section 1 - Qualifications, Related Experience, and Financial Stability**

This section of the Proposal should establish the ability of the Proposer to satisfactorily perform the required services by reasons of: (1) Demonstrated competence in the services to be provided; (2) Experience in performing services of a similar nature; (3) Strength and stability of the team; (4) Supportive client references; and (5) Financial condition and current and/or projected work load.

The Proposer shall:

- (a) Provide a brief profile of the Proposer emphasizing Proposer's qualifications to perform the Work, including the types of services offered; the year founded; form of the organization; number, size, and location of offices; and number of employees.
- (b) Describe the Proposer's experience in performing services of a similar nature to that solicited in this RFP and highlight the participation in such work by the Project Manager and other key personnel proposed for assignment to the services solicited in this RFP.
- (c) Identify subconsultants, if any, by company name, address, contact person, telephone number and the project-related specialty areas they will be involved in, and describe the Proposer's experience in working with each subconsultants.
- (d) A minimum of three references should be given from projects cited as related experience. Furnish the name, title, address, and telephone number of the

person(s) at the client organization who is most knowledgeable about the work performed. Additionally, the Proposer may supply references from other work not cited in this section as related experience.

- (e) Provide a general description and evidence of the Proposer's financial condition and ability to manage the financial demands of performing the Work; and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger) that may impede the Proposer's ability to complete the services solicited in this RFP. Include any relevant information regarding current and/or projected work load.

### **2.1.3.2 Section 2 – Staffing and Personnel / Team Organization**

This section of the Proposal should highlight the Proposer's management, technical team, and organization. The Proposer shall:

- (a) Identify the Project Manager and other key personnel proposed to perform the services solicited in this RFP and include major areas of subcontract work, if any.
- (b) Provide a description of the experience, education, and applicable professional credentials of the Project Manager and other key personnel, including a detailed description of their involvement in any experience described in Section 2.1.3.1.
- (c) Furnish brief resumes (not more than two pages each) for the proposed Project Manager and other key personnel (each person for whom a resume is submitted is a "key" personnel).
- (d) Include a personnel / team organization chart (and description, if needed) which clearly delineates communication and reporting relationships between the Project Manager and other key personnel, including subconsultants.
- (e) Include a statement that the proposed Project Manager and other key personnel will be available to the extent proposed for the term of contract if acknowledging that no person included as key to the project (including the Project Manager and other individuals for whom resumes were provided) shall be removed and/or replaced without the prior written concurrence of the Authority's CEO, as appropriate.

### **2.1.3.3 Section 3 - Project Understanding, Plan, and Approach**

The Proposer shall provide a project work plan in the form of a detailed narrative that (1) addresses both its management and technical approach to performing the Services in the most cost-effective manner and (2) shows the Proposer's understanding of the needs and requirements of the Authority in this RFP. As part of its project work plan, the Proposer shall include the following:

- (a) The Proposer's understanding of the Services and the Project, including the Proposer's Project Manager including the availability of such individual to perform his/her responsibilities.
- (b) The Proposer's approach for managing the Services, including the individuals within the Proposer's organization who will have lead responsibility for each task; and the availability of such individuals to perform their responsibilities.

## 2.2 COSTS OF SERVICES

The Proposer shall submit in a separately sealed package as described in Section 1.4.3:

- (a) For the Services, a matrix showing the individuals proposed, their company affiliation, the specific task(s) for which they are being proposed, their availability (hours per week), and their hourly rate.

**The costs of services submitted should contain the Proposers' most favorable terms and conditions since selection and award may be made without discussion or negotiation with any Proposer.** In addition to the direct labor, the Authority will compensate the successfully selected Proposer at the most current audited rate not to exceed 125% for the field office and not to exceed 145% for the home office of direct labor for general and administrative expense and overhead, and a fixed fee not to exceed 10% of fully burdened labor. The prime contractor may receive a handling fee on subcontractors and Other Direct Costs (ODC) not exceeding 3% of their subcontract and ODC value. The Proposer shall also provide estimated other direct costs proposed for the Project.

- (b) For the Services, a full set of Form 60s in the form set forth as Exhibit E to the Contract. The Program Manager shall attach an Audit of Overhead Schedule with Field Rates with their Form 60's which will be used for the entire fiscal year performance period July 1, 20xx to June 30, 20xx.

## 2.3 CONFLICT OF INTEREST

The Proposer shall disclose any relationships between any employee or other person connected with the Proposer and its team members and any employee or other person connected with the Authority, through family, business or other relationships. If the Proposer has no such relationships, respond by indicating no such relationships exist.

By submitting a Proposal, Proposer is certifying that at the time of the submission of the Proposal, Proposer and its team members have no contractual or other relationships which would create any actual or perceived conflict of interest, except as disclosed above in its relationships disclosure and on its Organizational Conflicts of Interest Disclosure Statement (Attachment A). Proposer further certifies that, if awarded the Contract,

Proposer, its team members, and any employees of the foregoing shall not acquire any other contractual relationships during the term of the Contract which would create such a conflict.

The Authority will evaluate actual or perceived conflicts on a case-by-case basis. The Authority shall, at its sole discretion, determine whether a conflict of interest exists and qualify or disqualify firms or teams accordingly.

## **2.4 REQUIRED FORMS**

- (a) The Proposer, on behalf of its entire team, must complete and submit the form entitled “Organizational Conflicts of Interest Disclosure Statement” provided as Attachment A.
- (b) In conformance with the statutory requirements of the State of California Government Code Sections 84308 and 87100, part of Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8 and California Public Utilities Code 132410, regarding campaign contributions and gifts to members of appointed Boards of Directors and governing bodies and staff members, Proposer and each team member must complete and submit the forms provided as Attachments B and C.
- (c) Proposer and each team member must complete and submit the form entitled “Iran Contracting Certification” provided as Attachment D.

## 3.0 EVALUATION AND AWARD

### 3.1 EVALUATION PROCEDURE

#### Technical Evaluation

An evaluation team, including Authority staff and possibly outside agency representatives and/or representatives from local cities and municipalities, will evaluate the Proposals based on responsiveness and the criteria set forth in Section 3.2 and will evaluate the interviews based on the criteria set forth in Section 3.3.

The Authority will score the Proposals as follows:

Total Proposal Score (maximum 150 points) = Proposal Score (maximum 100 points) + Interview Score (maximum 50 points)

The evaluators in applying the evaluation criteria to the Proposals may consider additional sub-criteria beyond those listed and information outside of a Proposal otherwise available to the evaluators.

The Authority may engage in communications with the Proposers after receipt of Proposals, allowing Proposers to provide clarifications to their Proposals. This process will be initiated by delivery of a written request from the Authority to the Proposer identifying the information needed and a date and time by which the information must be provided. The Proposer shall provide the requested information in writing by the date and time indicated. If the requested information is not timely received, the Proposer's Proposal score may be adversely affected and/or the Proposal may be declared nonresponsive.

During the evaluation period, the Authority shall conduct interviews with some or all of the firms or teams. The date indicated on the cover page of this RFP as the Interview Date has been established as the date on which interviews will be conducted; provided, however, the Authority reserves the right to adjust the Interview Date for a Proposer upon the Proposer's request due to extenuating circumstances. All Proposers are advised to keep the scheduled date available. If the Proposer is unable to attend the interview on the date of its scheduled interview, its Proposal may be eliminated from further consideration.

#### Best Value Evaluation

After the technical evaluation procedure described above has been completed, the separately sealed costs of services from each Proposer will be opened and reviewed by the CEO along with the technical score sheets. The CEO will assess the Proposals and make a determination as to the value offered by each Proposal and provide a ranking of the Proposals. **When determining the value offered by each Proposal, the cost of services is approximately 50% of the Proposal's value and the technical score is approximately 50% of the Proposal's value.**

## **3.2 PROPOSAL EVALUATION CRITERIA**

The evaluation criteria, listed below, are described in terms of the evaluation factors along with a maximum score indicated in parenthesis:

### **3.2.1 Qualifications, Competence, Related Experience, and Financial Stability (40 points)**

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they (a) are qualified and competent to perform the Services, (b) have substantial and positive experience performing services as described in Section 2.1.3.1(b), (c) provide references that support their qualifications, competency, and experience and (d) are financially stable and able to handle the financial demands of performing the Services.

### **3.2.2 Staffing and Personnel / Team Organization (40 points)**

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they present (a) a well-qualified and experienced Project Manager and other Key Personnel, particularly as it relates to conducting services similar to the Services, including experience working with one or more public agencies that regularly handle projects larger than \$100M, (b) a Project Manager and other Key Personnel deeply involved with any experience discussed in Section 2.1.3.1(b), (c) a clear and logical personnel / team organization, and (d) a statement agreeing to the restrictions on changes in Key Personnel set forth in Section 2.1.3.2(e).

### **3.2.3 Project Understanding, Plan, and Approach (20 points)**

Proposers (and their team members, as applicable) will be evaluated as to whether and to what degree they (a) convey a clear understanding of the Services, (b) set forth an efficient, complete, and effective approach to performing the Services, (c) reflect a strong understanding and approach to each task and subtask required to complete the Services, including any recommended tasks not included in the Services, and (d) a reasonable labor hours commitment and indication of availability.

## **3.3 INTERVIEW EVALUATION CRITERIA**

After the Proposals have been evaluated, the Authority will interview each responsive Proposer. The interview will consist of a presentation by the Proposer addressing (i) how the Proposer plans to work with the Authority on the Project, (ii) how the Proposer team is organized, and (iii) the Proposer's Project understanding, plan, and approach. The presentation will be followed by a round of questions by the interviewers and closing remarks by the Proposer. The Authority will provide additional details regarding the interviews prior to the interviews.

The Interview Score will be based on the following along with a maximum score indicated in parenthesis:

- (a) The effectiveness of the Proposer's plan to work with the Authority **(5 points)**;
- (b) The effectiveness of the Proposer's organization **(10 points)**;
- (c) The Proposer's Project understanding, plan, and approach **(15 points)**; and
- (d) The Proposer's responses to questions **(20 points)**.

### **3.4 CONTRACT AWARD**

#### Negotiations & Award

After the best value evaluation procedure described in Section 3.1 has been completed, the CEO or his/her designee(s) may conduct negotiations regarding the contract amount with the Proposer ranked number one. In the event the CEO is unable to conclude negotiations with the Proposer ranked number one, the CEO will terminate negotiations with such Proposer and conduct negotiations with the second ranked Proposer, and so on and so forth. If the CEO concludes negotiations with a Proposer, the CEO may make a recommendation for award of the contract to the Authority's Board of Directors.

Any decision to commence negotiations and the extent and nature of such negotiations are at the Authority's sole discretion. The Authority's Board of Directors will be responsible for making the decision of whether to award the Contract to such Proposer.

#### Pre-Award Audit

Prior to the negotiations and/or award of the Contract, the selected Proposer team members may be required to submit to a pre-award audit of their financial records to confirm claims of financial stability, determine allowable overhead rates, and ascertain the capacity of the firm's accounting systems to meet the internal controls necessary to account for state and local funds from various transportation sources.

#### Reservation of Rights

The Authority reserves the sole right to determine whether or not a consultant will be selected and a contract awarded as a result of this RFP. The Authority may cancel this procurement, commence a new procurement for part or all of the Project, or issue an addendum at any time. Issuance of this RFP does not guarantee that a contract for the Services will be awarded.

The Proposal shall not limit, modify or alter the Authority's ability to approve all submittals and plans under the Contract (where such approvals are indicated or required).

### **3.5 EXECUTION OF CONTRACT**

By submitting its Proposal, each Proposer commits to enter into the Contract, without negotiation or variation, except to fill in blanks. Following award and the conclusion of negotiations, if any, the Authority will finalize the Contract by filling in blanks, correcting any errors, and including other necessary information. The Authority will notify the Proposer if more than 45 days after award and conclusion of negotiations, if any, are necessary to complete the Contract. Within five Working Days after delivery by the Authority to the successful Proposer of the execution Contract, the successful Proposer shall deliver to the Authority the following:

- (a) Signed Contract (2 executed duplicate originals);
- (b) Insurance certificates showing compliance with coverages required in the Contract in a form satisfactory to the Authority as well as any other evidence showing such required coverages as may be requested by the Authority;
- (c) Evidence as to the authority of the signatories to the Contract; and
- (d) Evidence of any required licensing (for instance, professional registration information for the Proposer's officer, director, employee or agent in responsible charge).

Failure to comply with the above may result in termination of negotiations and/or cancellation of award, in which case, the Authority may (but is not obligated to) proceed to negotiate with the next highest ranked Proposer in accordance with Section 3.4.

The Contract shall not be effective until it has been signed by both the Proposer and the Authority.

### **3.6 NOTIFICATION OF AWARD AND DEBRIEFING**

Each Proposer that submits a Proposal shall be notified in writing regarding the Proposer that was awarded the Contract (if any). Such notification shall be made within 14 Working Days after the Contract award is made.

Proposers that were not awarded the Contract may obtain an explanation and/or response concerning the strengths and weaknesses of their Proposals. Unsuccessful Proposers that wish to be debriefed must request the debriefing in writing, and the Authority must receive the request within three Working Days of their notification of the Contract award to another Proposer.

## **4.0 EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ENTERPRISE**

### **4.1 POLICY**

It is the policy of the Authority that Small Business Enterprises (SBEs) shall have a significant opportunity to participate in the performance of contracts. A firm is considered an SBE if it is certified as an SBE (i) by the California Department of General Services (“DGS”), the Los Angeles County Metropolitan Transportation Authority, or the City of Los Angeles; or (ii) by another recognized body acceptable to the Authority whose certification processes generally provide for a business size consistent with 13 CFR Part 121, a quality of SBE ownership that is real and substantial, and ownership discretion and control indicating true independence and discretion of the SBE. The Proposer shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

### **4.2 EQUAL OPPORTUNITY OBLIGATION OF THE PROPOSER**

In connection with its proposed performance under this RFP, the Proposer shall not discriminate against any employee or applicant for employment, or harass or allow harassment of any employee because of race, religion, color, sex, age or national origin. The Proposer shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but are not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

### **4.3 LABOR COMPLIANCE**

Consultant shall be required to submit timecards for the applicable period with their invoices for all staff and subconsultants.

## **ATTACHMENTS**

<b>ATTACHMENT A</b>	<b>Organizational Conflicts of Interest Disclosure Statement</b>
<b>ATTACHMENT B</b>	<b>Campaign Contribution Disclosure Form</b>
<b>ATTACHMENT C</b>	<b>Gift Disclosure Form</b>
<b>ATTACHMENT D</b>	<b>Iran Contracting Certification</b>

**ATTACHMENT A – ORGANIZATIONAL CONFLICTS OF INTEREST  
DISCLOSURE STATEMENT**

**METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION  
AUTHORITY**

1. Policy

An organizational conflict of interest means that because of other activities, relationships, or contracts, a Proposer or one of its team members (each a “consultant”) is unable, or potentially unable, to render impartial assistance or advice to the Authority; a consultant's objectivity in performing the contract services is or might be otherwise impaired; or a consultant has an unfair competitive advantage.

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Proposer and its team members which may result, or could be viewed as, an organizational conflict of interest in connection with this RFP.

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3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

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4. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

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Signature

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Name

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Title

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Proposer Name

# ATTACHMENT B – CAMPAIGN CONTRIBUTION DISCLOSURE

## METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

### Campaign Contribution Disclosure Information Sheet

The attached Campaign Contribution Disclosure Form must be completed by any person submitting a statement of qualifications, proposal or bid to enter into a contract or subcontract with the Metro Gold Line Foothill Extension Construction Authority (the “Authority”). If no such contributions have been made, such person shall sign and so indicate on the form.

#### Important Notice

The basic provisions of Government Code Section 84308, 2 Cal. Adm. Code Section 18438.8 and Public Utilities Code Section 132410 as applicable to contractors, prospective contractors and subcontractors are as follows:

- I. If you are a contractor with or a prospective contractor or subcontractor with the Authority you are prohibited from making a campaign contribution of more than \$500 to any Board Member or his or her alternate or other officer of the Authority. This prohibition begins on the date the Authority releases documents requesting statements of qualifications (“RFQ”), requests for proposals (“RFP”) or invitations for bid (“IFB”) and ends 12 months after the Board of Directors awards the contract. In addition, no Board Member or alternate or Authority officer may solicit or accept a campaign contribution of more than \$500 from you during this period.
- II. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in the contract. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- III. You and your subcontractors must file the attached disclosure form and disclose whether you or your agent(s) have contributed more than \$500 to any Board Member or his or her alternate or any other Authority officer during the 24 month period preceding the release of the RFQ, RFP or IFB.
- IV. To determine whether a campaign contribution of more than \$500 has been made by you, campaign contributions made by you within the preceding 24 months must be aggregated with those made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venture(s), and your partner(s) in the proceeding. Campaign contributions made to different Members of the Board of Directors or their alternates or different Authority officers are not aggregated.

- V. If you or your agent have contributed more than \$500 to any individual Board Member or his/or her alternate or other Authority officer during the 24 months preceding the decision to award the contract, that Board Member or alternate or other Authority officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board Member or alternate or other Authority officer returns the campaign contribution within 30 days from the time the recipient knows, or should have known, about both the contribution and the fact that you have indicated a desire to enter into a contract with the Authority.
  
- VI. The Campaign Disclosure Form shall be completed and filed with your statement of qualification, proposal and bid.

A list of the Board Members and alternates and other Authority officers is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act, 2 Cal. Adm. Code Sections 18438.8 and Public Utilities Code Section 132410. You should consult these statutes and regulations for specific information.

# CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Contractor's or Subcontractor's Name: \_\_\_\_\_

Contractor's or Subcontractor's Address: \_\_\_\_\_

Contract Title: \_\_\_\_\_

Board Member(s) or Alternate(s) or other officer(s) to whom campaign contributions were made and dates of contribution(s) in the preceding 24 months (if none, please so state):

Name of Recipient of Contribution: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Recipient of Contribution: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Recipient of Contribution: \_\_\_\_\_

Name of Contributor (if other than Party): \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Party and/or Agent

[Add additional sheets as necessary.]

AUTHORITY BOARD OF DIRECTORS	AUTHORITY BOARD ALTERNATES
Ed Reece	Larry Spicer
Mendell Thompson	Paul Leon
Tim Sandoval	N/A
Tim Hepburn	Bill Ruh
Gene Masuda	N/A
Daniel Evans	N/A
John Dutrey	Ray Marquez
Marlon Regisford	Dan Kopulsky

## ATTACHMENT C – GIFT DISCLOSURE

### METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY

#### Gift Disclosure Information Sheet

The attached Gift Disclosure Form must be completed by contractors, potential contractors and their subcontractors submitting a statement of qualifications, proposal or bid to enter into a contract or subcontract with the Metro Gold Line Foothill Extension Construction Authority (the "Authority"). If no such gifts have been made, such contractor, potential contractor or subcontractor shall sign and so indicate on the form.

#### Important Notice

Basic Provisions of Government Code Section 87100 and Public Utilities Code Section 132410:

- I. Board members and their alternates and all Authority employees ("employees") of the Authority are prohibited from accepting gifts valued at more than \$10 from contractors, subcontractors or potential contractors with the Authority.
- II. All contractors, potential contractors and subcontractors with the Authority must file the attached disclosure form and disclose whether they have in the aggregate contributed \$10 or more to any Board member or his or her alternate or any employee during the 12 month period preceding the date of submission of a response to a statement of qualifications, request for proposals or invitation for bid.
- III. Board members and alternates must disqualify themselves from decisions to award a contract which will have a material financial effect on a donor of a gift of more than \$10 in the preceding 12 months.
- IV. A list of Board Members and their alternatives and Authority employees is attached.
- V. The Gift Disclosure Form shall be completed and filed with each response to a request for a statement of qualifications, request for proposals or invitation to bid.
- VI. This information sheet summarizes the provisions of Government Code Section 87100 and Public Utilities Code Section 132410. You should consult these statutes for more specific information.

## GIFT DISCLOSURE FORM

To be completed only if gifts have been made in the preceding 12 months.

Donor's Name: \_\_\_\_\_

Donor's Address: \_\_\_\_\_

Proposed or Current Contract: \_\_\_\_\_

Board Member(s) or Alternate(s) or staff member to whom you and/or your agent made gifts in excess of \$10 in the prior 12 months (if none, please so state).

Name of Recipient: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Person Making Gift (if other than Party): \_\_\_\_\_

Donor's Name: \_\_\_\_\_

Donor's Address: \_\_\_\_\_

Proposed or Current Contract: \_\_\_\_\_

Board Member(s) or Alternate(s) or staff member to whom you and/or your agent made gifts in excess of \$10 in the prior 12 months.

Name of Recipient: \_\_\_\_\_

Date(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

Name of Person Making Gift (if other than Party): \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Signature of Contractor, Potential Contractor or Subcontractor

[Add additional sheets as necessary.]

AUTHORITY BOARD OF DIRECTORS	AUTHORITY BOARD ALTERNATES
Ed Reece	Larry Spicer
Mendell Thompson	Paul Leon
Tim Sandoval	N/A
Tim Hepburn	Bill Ruh
Gene Masuda	N/A
Daniel Evans	N/A
John Dutrey	Ray Marquez
Marlon Regisford	Dan Kopulsky

## ATTACHMENT D – IRAN CONTRACTING CERTIFICATION

Section 2200 et seq. of the California Public Contract Code prohibits a person from submitting a proposal for a contract with a public entity for goods and services of \$1,000,000 or more if that person is identified on a list created by the Department of General Services pursuant to Section 2203(b) of the California Public Contract Code. The list will include persons providing goods or services of \$20,000,000 or more in the energy sector of Iran and financial institutions that extend \$20,000,000 or more in credit to a person that will use the credit to provide goods or services in the energy sector in Iran. Department of General Services is required to provide notification to each person that it intends to include on the list at least 90 days before adding the person to the list.

In accordance with Section 2204 of the California Public Contract Code, the undersigned hereby certifies that:

- It is not identified on a list created pursuant to Section 2203(b) of the California Public Contract Code as a person engaging in investment activities in Iran described in Section 2202.5(a), or as a person described in Section 2202.5(b), as applicable; or
- It is on such a list but has received permission pursuant to Section 2203(c) or (d) to submit a proposal in response to RFP.

Note: Providing a false certification may result in civil penalties and sanctions.

Date: \_\_\_\_\_

Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

## APPENDIX 1

### Administrative Code Excerpts

METRO GOLD LINE FOOTHILL EXTENSION CONSTRUCTION AUTHORITY  
ADMINISTRATIVE CODE  
TITLE III, CHAPTER 2, SECTION 10, AMENDED AS OF MARCH 23, 2016

#### SECTION 10: PROTEST PROCEDURES

- A. A party that has timely submitted a bid or proposal in response to any procurement of the Authority may file a Protest objecting to the award of a contract.
- B. In order for a protest to be considered properly and timely filed, the protest must:
1. Be filed in writing with the Chief Executive Officer of the Authority, within five (5) calendar days after publication of the written recommendation for award.
  2. Be filed by an actual bidder or proposer responding to the procurement. No other party has standing to protest.
  3. Identify the specific procurement number involved.
  4. Identify the specific recommended action or decision being protested.
  5. Specify in detail the grounds of the protest, the facts supporting the protest and the status of the protester.
  6. Include all relevant supporting documentation with the protest at the time of submittal.

If a protest does not comply with each and all of the above six (6) requirements, the protest will not be considered and will be returned to the protester.

C. The Chief Executive Officer of the Authority will attempt to resolve a properly filed protest or perform additional fact-finding. If the Chief Executive Officer is able to resolve the protest at this stage, a letter confirming resolution shall be sent to the protester. If the Chief Executive Officer is unable to resolve the protest within five (5) calendar days from receipt, he/she will establish an independent team to evaluate the merits of the protest. The Chief Executive Officer will review the recommendation of the evaluation team and notify the protester in writing of the decision on whether or not to deny the protest.

D. If the Chief Executive Officer's decision is to deny the protest, the contract shall be recommended to the Board for award, or executed, if previously awarded by the Board subject to resolution of the protest. If the Chief Executive Officer's decision is to uphold the protest, a recommendation will be made to the Board to reject all proposals or bids, cancel the Request for Proposals or Invitation for Bids and solicit new proposals or bids, or award the contract to another proposer.

## **APPENDIX 2**

### **Scope of Services**

The Scope of Services (the “Services”) includes but is not limited to:

#### **TASK 1.0 MANAGEMENT OF CONSULTANT’S WORK, SCHEDULE AND BUDGET**

***NOTE:*** *Consultant effort for these management subtasks should be incorporated into Task 2.0 - SBE Audit Services. Person-hours for management subtasks should be built into subtasks of Task 2.0; they should not be estimated separately.*

Upon notice-to-proceed, Consultant will finalize its proposed approach to Task 2.0 of this Scope of Services as well as each task’s schedule and budget for review and approval by the Authority. The schedule will specify the major tasks and the anticipated time of performance for each major task and its deliverables.

The project set-up and structure shall use and be compatible with already established Authority systems, policies, procedures and practices and/or any formats and procedures to be developed by the Authority. All project systems and procedures should be compatible with Authority systems and software. Reports should provide the needed information for LACMTA or other agency reviews and to assure Authority that the Work is being accomplished as required and to facilitate invoice review and approval. The project management system shall feature safeguards for the early identification of issues and their effective resolution.

The Consultant shall respond and adapt to Authority direction in the performance of the Work.

#### **Task 1.1 Project Management Plan**

The Consultant shall prepare and submit for approval within 30 days of the NTP, a Project Management Plan (“PMP”) which shall define the following:

- Project organization;
- Work Program and schedule;
- Project management, control and monitoring;
- Communications program; and
- Quality management plan/procedures.

## **Task 1.2 Project Management**

### **1. Progress Meetings**

The Consultant shall conduct jointly with Authority, occasional progress meetings as may be requested by Authority. The progress meetings will highlight specific tasks and issues that have become critical or otherwise affect orderly performance of the Work. The minutes and an action item list will be kept by the Consultant and distributed electronically to a list of recipients provided by Authority. It is estimated that such meetings will not occur more frequently than quarterly.

### **2. Progress Report**

Each month a progress report will be submitted to the Authority's project manager. The report will document the audit findings as well as the hours spent by task during the previous month, the cumulative hours to date, a comparison to the budgeted hours and a description of tasks or deliverables completed during that month. The report will include a statement of resolution or action for resolution of identified problems and issues of concern that may have been encountered during the past month. Progress reports will be issued in the first week of each month for the preceding month and should accompany the project invoice. The monthly project invoice and progress report will be prepared in a format acceptable to Authority.

### **3. Document Control and Project Files**

The Consultant will follow the Authority's Document Control Plan and the requirements of the Contract. The Authority's project correspondence procedure and/or written direction will control the distribution of written correspondence and will require copies of all written correspondence pertaining specifically to the Work be provided to the Authority for their records. The Consultant will provide documents for the Authority technical project library of reference materials pertaining to the Project and the Work, for both those documents developed in connection with the Work and those otherwise developed that are otherwise pertinent.

## **TASK 2.0 SBE Audit Services**

### **1. Applicable Standards and Jurisdictions**

All work done regarding SBE compliance shall be in accordance with the standards and requirements of the Contract, LACMTA, and any other applicable governmental entities having jurisdiction. Proposers shall ensure that applicable governmental entities are properly identified.

### **2. Audit of Design and Construction / Construction Manager At Risk (CMAR) Contracts**

- a. Subject to the Authority's ultimate direction, the Consultant shall implement the Authority's responsibilities as set forth in the SBE Program (See Appendix 3).
- b. The Consultant shall provide advice and recommendations related to such SBE Program.
- c. The Consultant shall audit Design-Builder's compliance with such SBE Program.

### **3. Presentations and Related Materials**

The Consultant shall support the Authority in preparing public information materials (including, but not limited to: fact sheets, web content, and presentation slides) related to the overall SBE program and on-going results from implementation by the Design-Builders for use at meetings and presentations with the community, city councils, LACMTA, Authority Board of Directors, and other entities as needed. This support may also include Consultant's attendance at industry job fairs to disseminate information about the SBE program and at meetings and presentations on behalf of the Authority to discuss results.

**APPENDIX 3**

**SBE Program**

[See attached]

**SMALL BUSINESS  
ENTERPRISE  
(SBE) PROGRAM**

**Foothill Gold Line Extension Phase 2B**

*METRO GOLD LINE Foothill Extension  
CONSTRUCTION AUTHORITY*

*February 12, 2026*

## STATEMENT OF OBJECTIVES/POLICY

The Metro Gold Line Foothill Extension Construction Authority (“Authority”) shall provide an equal opportunity for all small business firms to participate on its non-federally funded or assisted (i.e. state and locally funded) design and/or construction contracts where there is meaningful opportunity for subcontracting, regardless of the selected project delivery method such as design-bid-build, design-build, progressive design-build, construction manager at risk (CMAR) or construction manager/general contractor (CM/GC) (“Eligible Contracts”) by support, commitment, and implementation of its Small Business Enterprise (“SBE”) Program.

The objectives of the SBE Program include:

1. To ensure nondiscrimination in the award and administration of Eligible Contracts;
2. To encourage greater availability, capacity development, and contract participation by Small Business Enterprises in Authority contracts;
3. To create a more level playing field on which SBEs can compete fairly for Eligible Contracts;
4. To ensure that only firms that fully meet SBE certification eligibility standards are permitted to participate as SBEs;
5. To help remove barriers to the participation of SBEs in Eligible Contracts;
6. To assist the development of firms that can compete successfully in the marketplace outside the SBE Program.

This policy is, in part, intended to further the Authority’s compelling interest to ensure that it is neither an active nor passive participant in marketplace discrimination; promote equal opportunity for all segments of the contracting community; and further the public interest to foster effective broad-based competition from all segments of the contractor, consultant and vendor community, including, but not limited to, disadvantaged business enterprises, emerging business enterprises, minority business enterprises, woman business enterprises, small business enterprises, microbusiness enterprises, disabled veteran business enterprises and local business enterprises.

The Chief Executive Officer of the Authority will delegate this responsibility to an SBE Compliance Auditor. In that capacity, the SBE Compliance Auditor is responsible for implementing all aspects of the SBE program.

The Authority will disseminate this policy statement to all components of the organization. In addition, the Authority will distribute this statement to SBE and non-SBE communities and business organizations. Distribution will be accomplished through posting on the Authority website, and publication in vendor and small business newsletters as Authority determines is necessary or advisable.

Mar 18, 2026

Date

  
[Habib Balian \(Mar 18, 2026 09:11:25 PDT\)](#)

Chief Executive Officer

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## **I. GENERAL REQUIREMENTS**

### **A. Objectives**

The objectives are found in the policy statement on the first page of this Program.

### **B. Applicability**

The Authority is the recipient of funds from a variety of sources, including non- federal funds from state, county, and local sources.

This Program sets forth the policies and procedures to be implemented by the Authority to ensure that small businesses shall have the opportunity to participate in the Authority's Eligible Contracts.

The Authority's overall SBE Goal may be applied to eligible contracts as determined by the Authority and written in the solicitation.

### **C. Non-discrimination Requirements**

The Authority shall 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 on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin.

In administering its SBE 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 accomplishment of the objectives of the SBE Program with respect to individuals of a particular race, color, religion, sex, sexual orientation, gender identity, or national origin.

### **D. Record Keeping Requirements**

Each Prime Contractor under an Eligible Contract will generate reports on SBE participation to Authority executive management in the manner and at the times called for by this Program and the Contract. These reports and other available information germane to the Program will be maintained by the Compliance Auditor.

### **E. Contract Assurance**

The Authority and Prime Contractor will ensure that language designed to effectuate the Program and ensure compliance therewith shall be placed in Eligible Contracts and their subcontracts.

## **II. RESPONSIBILITY FOR SBE PROGRAM IMPLEMENTATION**

### **A. SBE Compliance Auditor (“Compliance Auditor”)**

The Chief Executive Officer shall designate an individual as SBE Compliance Auditor:

The Compliance Auditor is responsible for developing, implementing and monitoring the SBE program, in coordination with other appropriate officials. The duties and responsibilities of the Compliance Auditor may include as directed the following:

1. Develops, implements and monitors, with participation by legal counsel, the SBE Program document, keeping it up-to-date with the current business environment and the latest revisions to the applicable governmental law and regulations;
2. Gathers and reports statistical data and other information for Authority Board;
3. Reviews Eligible Contracts for compliance with this Program;
4. Ensures that bid notices and requests for proposals for Eligible Contracts are available to SBEs in a timely manner;
5. Analyzes the Authority's progress toward attainment and identifies ways to improve progress;
6. Participates in any pre-bid meetings for Eligible Contracts;
7. Advises the CEO and the Authority Board of Directors on SBE matters and achievement;
8. Monitors that SBEs benefited by the program are certified according to the criteria set by the Authority;
9. Provides outreach to SBEs and community organizations to advise them of opportunities.

#### **B. Other Support Personnel**

The Chief Executive Officer ("CEO"), and as he may designate, the General Counsel, chief contracting officer, chief financial officer and other support personnel shall assist the Compliance Auditor in implementing the program. The CEO in any particular set of procurement documents may make changes to this Program language, consistent with its intent, where he deems it reasonably necessary to facilitate the Program and the procurement.

### **III. ADMINISTRATIVE AND PERFORMANCE REQUIREMENTS**

#### **A. SBE Program Updates**

The Authority will update the SBE Program when substantial changes are warranted to comply with governmental law and regulation or the Authority Board of Directors directives. Any updates or changes of any nature made by the Authority to this Program from time-to-time shall be deemed contemporaneously incorporated by reference into any existing Eligible Contracts which are subject to this Program.

#### **B. Policy Statement**

The Policy Statement is elaborated on the first page of this program.

### **C. Prompt Payment Mechanisms and Enforcement**

Authority Contracts subject to this Program shall include provisions for prompt payment mechanisms and monitoring and enforcement mechanisms related thereto.

### **D. Directory**

While the Authority does not itself certify SBEs, the Compliance Auditor will endeavor to maintain a record that can be provided to prospective bidders of contact information for the designated entities set forth in sec. V.A. hereto that do perform SBE certifications.

### **E. Monitoring and Enforcement Mechanisms**

The Authority monitoring and enforcement mechanisms to ensure compliance with SBE requirements may include:

1. Taking action with respect to any false, fraudulent, or dishonest conduct in connection with the Program under its own legal authority, including responsibility determinations in future contracts, or by referral to other governmental bodies.
2. Applying the full range of contract remedies available to the Authority in the event of breach or default to acts of noncompliance with the SBE program.
3. The Authority, in conjunction with the Prime Contractor, will also provide a monitoring and enforcement mechanism to verify that work committed to SBEs at contract award and subsequently are actually performed by the SBEs. This will be accomplished by the following:

a) Pre-Construction (Kick-off) Meeting

Both the Prime Contractor and any identified SBE Subcontractor(s) or a representative of each firm shall attend any 'kick-off' meeting as designated by the Compliance Auditor concerning SBE requirements and other matters, prior to or soon after Notice to Proceed is issued.

b) Monthly Expenditure Plan (Construction, Design-Build Only)

The Prime Contractor shall submit to Authority a monthly expenditure plan in calendar form for each of its approved SBE Subcontractors (which term includes suppliers) within 30 days of Notice to Proceed. As the work proceeds and new or additional SBEs are anticipated to commence performance of work in a succeeding month, those SBEs shall be reflected in the prior month's plan. The plan shall be updated to incorporate any schedule changes, change notices and other authorized changes to the contract affecting each SBE's work. A revised plan shall be submitted within 30 days from the incorporation of the change. The plan shall include the identification of the particular SBE, its general work assignment, and the planned expenditures over the life of the particular subcontract (which should equal the dollars committed to each SBE Subcontractor) and shall be developed according to the approved project schedule.

c) Executed SBE Subcontract Agreements (Construction, Design-Build Only)

The Prime Contractor shall submit to the Authority copies of all executed SBE

subcontract agreements and/or SBE purchase orders (PO) within ten (10) days after full execution of the subcontract or purchase order. The Prime Contractor shall be responsible for informing the Subcontractors of all relevant SBE Program requirements and as specified by the Authority.

4. So that the Authority will be timely apprised of actual payments to SBE firms for work committed to them at the time of contract award, Prime Contractor shall submit on a monthly basis the Summary of Subcontractors Paid Report in a form approved by Authority.

Failure to timely submit the reports may result in, among other things, the imposition of a penalty of \$100 per day for each report overdue.

The SUMMARY OF SUBCONTRACTORS PAID REPORT, includes the following information:

- a. Name of each SBE Subcontractor.
- b. General work assignment of each SBE Subcontractor.
- c. The specific portion of work executed by each SBE Subcontractor during the reporting period.
- d. The dollars committed to each SBE Subcontractor.
- e. The dollars paid to each SBE Subcontractor during the reporting period.
- f. The dollars paid to date for each SBE Subcontractor.
- g. The dollars paid to the SBE Subcontractor because of a change order or other cost modification.
- h. The dollars paid to date as a percentage of the total commitment to each SBE Subcontractor.
- i. Date of last progress payment.
- j. Invoice amount and invoice date.
- k. Invoice number corresponding to last payment to subcontractor.

#### **F. Good Faith Efforts when Replacing SBEs**

The Authority will require the Prime Contractor to make good faith efforts to replace a SBE Subcontractor that is terminated or has otherwise failed to complete its work on a subcontract with another certified SBE.

In such a situation, prior approval by the Authority is required of any contractor proposed to replace the SBE. The Prime Contractor is required to provide copies of the proposed new or amended subcontracts. If the proposed replacement contractor is not an SBE, the Authority also requires the Prime Contractor to submit documentation of their good faith efforts to have obtained an SBE replacement.

## **IV. GOALS, GOOD FAITH EFFORTS, PROPOSALS AND COUNTING**

### **A. No Set-Asides or Quotas**

The Authority does not use set-asides, quotas or local preference, in any way in the administration of this SBE program.

### **B. Contract Goals**

The Authority may establish contract goals only on those Eligible Contracts that have subcontracting possibilities. The contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of SBEs to perform the particular type of work.)

The Authority will express the Authority's contract goals as a percentage of the total amount of an Eligible Contract.

Compliance Auditor will review all Eligible Contracts to determine the extent of subcontracting opportunities and SBE availability for determining reasonable SBE contract goals.

### **C. Change Orders**

The Authority's SBE program applies to all its contracting, including change orders to an existing contract which have more than a minimal impact on the contract amount. If there is a change order to a contract on which there is a SBE contract goal, then that contract goal applies to the change order as well as to the original contract. This is true regardless of whether the Authority or the contractor initiates the change order.

For example, suppose that the Authority awards a \$1 million contract to Firm X. The contract goal is 15 percent. Firm X meets the contract goal by obtaining SBE participation from subcontractors or suppliers amounting to \$150,000. Part way through performance of the contract, the Authority determines that additional work is necessary, and issues a change order that will add \$500,000 to the total contract price. The 15 percent contract goal applies to this additional \$500,000. To meet the contract goal as applied to the change order, Firm X would have to make good faith efforts to obtain an additional \$75,000 in SBE participation. It could meet this obligation either by obtaining the additional \$75,000 in work by SBE subcontractors or suppliers or by documenting good faith efforts.

The Authority would determine, on a case-by-case basis, what would constitute good faith efforts in the context of a particular change order. This could include modifying the contract goal amount applicable to the change order if circumstances warrant.

There may be situations in which a change order has such a minimal effect on the overall contract amount or the expected SBE participation on a contract that it would not be sensible to alter SBE requirements affecting the contract. If the Authority believes that a change order has such a minimal effect, the Authority may make that determination.

#### **D. Proposer Subcontractor Listing and SBE Subcontractor Documentation Requirements (Alternative Delivery Method Projects Only)**

For alternative delivery method projects (including design-build, progressive design-build, construction manager at risk (CMAR), construction manager/general contractor (CM/GC), etc., primarily because the contractor selection process occurs prior to completion of the design, it is impractical to require proposers (“Proposers”) to list all SBE Subcontractors for the entirety of the Work at the time of the proposal, when the contractors are unable to assess the true cost of the work and risks inherent in the Project due to the incomplete design. Proposers will not be required to list all Subcontractors prior to the award of the contract except as otherwise provided by a Request for Proposal in alternative delivery method projects, in addition to listing any identified major Subcontractors as may be required by the RFP, each Proposal shall include the comprehensive SBE Subcontracting Plan, in accordance with the requirements set forth below.

##### SBE Subcontracting Plan Requirements

Among the purposes of the SBE Subcontracting Plan are to set forth the Proposer's plan for achievement of the anticipated participation levels provided in the Requests for Proposals, to ensure an effective method to achieve those levels and for reporting to Authority regarding SBE participation.

#### 1. Participation Levels

The SBE Subcontracting Plan shall include:

- a. The estimated percentage participation levels of SBE subcontracts, to be awarded during each fiscal year of the contract;
- b. The areas of Work, with reference to discrete items if feasible, anticipated to be subcontracted to SBE firms during each fiscal year;
- c. In narrative form, the efforts made by the Proposer, and efforts it would undertake if awarded the Contract, to break down contract opportunities into economically feasible units, where appropriate, to facilitate SBE participation;
- d. A commitment to negotiate in good faith with interested SBEs, and not rejecting SBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.

#### 2. Other SBE Subcontracting Plan Elements

The SBE Subcontracting Plan shall:

- a. Describe the competitive procedures and methods planned to procure SBE subcontracts for services, materials and products not yet listed in the proposals;
- b. indicate the basis of proposal evaluation and selection of said unlisted subcontractors and suppliers;
- c. Describe any other affirmative steps taken or to be taken to ensure nondiscriminatory results and practices in the letting of subcontracts;

- d. Describe contemplated efforts to advertise in various media potential SBE subcontracting opportunities;
- e. Describe contemplated means of notifying potential SBEs to determine their interest in subcontract opportunities and plans for follow-up on initial solicitations of interest;
- f. Describe plans for effectively using the services of available business enterprise and SBE organizations; contractor groups; local, state and federal business assistance offices; or other organizations that provide assistance in the recruitment and placement of SBE subcontractors;
- g. Describe the procedures anticipated to make available to prospective SBEs adequate information about the plans, specifications and requirements of the contract;
- h. Identify efforts the Proposer would make to assist interested SBEs in obtaining bonding, lines of credit, or insurance required by the Authority or Proposer;
- i. Describe how major Subcontractors will participate in a successful Proposer's efforts to achieve the contract SBE goal, and how the Proposer will monitor their effective participation;
- j. Set forth specific corrective steps to be taken if actual SBE utilization were to lag behind Proposer's SBE commitment;
- k. Describe any efforts for reporting to Authority as to SBE solicitation and participation, beyond those reporting requirements called for by the Contract and this Program;
- l. A Proposer may, to the extent known, identify specific SBE subcontractors it will commit to utilize (written documentation thereof to be provided if requested by Authority).

The successful Proposer may be required by the Authority to update the Plan from time to time, to reflect changed circumstances and new information or otherwise as directed by Authority.

#### **E. Good Faith Efforts Procedures**

As an element of responsiveness, the obligation of the Proposer is to make good faith efforts with respect to SBE participation and the Authority's contract goal. The Proposer can demonstrate that it has done so (i) by committing to meet or exceed the contract goal, or (ii) if its proposed SBE participation level is below the goal, by documenting good faith efforts it has made and would make to reach the goal.

The Compliance Auditor and any contract compliance officers are responsible for determining whether a Proposer who has not met the contract goal has documented sufficient good faith efforts, whether in its SBE Subcontracting Plan or otherwise, to be regarded as responsive.

Failure to satisfy the documentation requirements described in this Subpart shall render a Proposal non-responsive.

## **F. Administrative Reconsideration**

Within three (3) working days of being informed by Authority that it is not responsive because it has not documented sufficient good faith efforts, a Proposer may in writing request administrative reconsideration, following a process to be set by the CEO that is similar to reconsideration with respect to other responsiveness criteria.

As part of this reconsideration, the Proposer will have 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. The Proposer will have the opportunity to meet in person with the Authority's designated reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do. The Authority will send the Proposer a written decision on reconsideration, explaining the basis for finding that the Proposer did or did not meet the goal or make adequate good faith efforts to do so.

## **G. Counting SBE Participation**

The Authority will count the SBE participation in a proposal and on the contract, expressed as an estimated dollar value of the SBE work, and will require the Prime Contractor to provide reporting information to allow Authority to verify its achieved participation levels.

SBE participation levels shall be calculated as follows:

### **1. Eligible SBE**

Once a firm is determined to be an eligible SBE, the total dollar value of the contract awarded to the SBE is counted toward the applicable participation level.

### **2. SBE as a Joint Venture Participant**

When an SBE is a participant in a joint venture that proposes for or is awarded a contract, the portion of the total dollar value of the contract equal to the percentage of the ownership and control of the SBE partner in the joint venture is counted toward SBE participation levels.

### **3. Performing Commercially Useful Function**

a) Only expenditures to SBEs that perform a commercially useful function in the work of a contract will count toward SBE participation levels. An SBE is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibilities by actually performing, managing, and supervising the work involved. To determine whether an SBE is performing a commercially useful function, the Authority shall evaluate the amount of work subcontracted, industry practices and other relevant factors.

b) Consistent with normal industry practices, an SBE may enter into subcontracts. If an SBE subcontracts a significantly greater portion of the work of the contract than would be expected based on normal industry practices, the SBE shall be presumed not to be performing a commercially useful function. The Prime Contractor may present evidence to rebut this presumption to the Authority, such evidence may include information presented by the SBE.

- c) If an SBE 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 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, you must presume that it is not performing a commercially useful function.
- d) The SBE may also lease trucks from a non-SBE firm, including from an owner-operator. The SBE who leases trucks from a non-SBE is entitled to credit for the total value of transportation services provided by non-SBE lessees not to exceed the value of transportation services provided by SBE-owned trucks on the contract. Additional participation by non-SBE lessees receives only credit for the fee or commission it receives as a result of the lease agreement. If a recipient chooses this approach, it must obtain written consent from the Authority.

Example to this paragraph: SBE Firm X uses two of its own trucks on a contract. It leases two trucks from SBE Firm Y and six trucks from non-SBE Firm Z. SBE credit would be awarded for the total value of transportation services provided by Firm X and Firm Y, and may also be awarded for the total value of transportation services provided by four of the six trucks provided by Firm Z. In all, full credit would be allowed for the participation of eight trucks. With respect to the other two trucks provided by Firm Z, SBE credit could be awarded only for the fees or commissions pertaining to those trucks Firm X receives as a result of the lease with Firm Z.

#### 4. Expenditures for Materials and Supplies

- a) 60% of the expenditures for materials and supplies required under a contract and obtained from an SBE regular dealer, and 100% of such expenditures to an SBE manufacturer will count toward SBE participation levels.
- b) 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, supplies, articles or equipment obtained by the contractor.
- c) For purposes of this section, 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. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone or petroleum products need not keep such products in stock, if it both owns and operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this section.
- d) An SBE distributor is an established business that engages in the regular sale or lease of the items specified by the contract. An SBE distributor assumes responsibility for the items it purchases once they leave the point of origin (e.g., a manufacturer's facility), making it liable for any loss or damage not covered by the carrier's insurance. An SBE distributor performs a CUF when it demonstrates ownership of the items in question and assumes all risk for loss or damage during transportation, evidenced by the terms of the purchase order or a bill of lading (BOL) from a third party, indicating Free on Board (FOB) at the point of origin or similar terms that transfer responsibility of the items in question to the SBE distributor. If these conditions are

met, SBE distributors may receive 40 percent for drop-shipped items. Terms that transfer liability to the distributor at the delivery destination (e.g., FOB destination), or deliveries made or arranged by the manufacturer or another seller do not satisfy this requirement.

- e) With respect to materials or supplies purchased from an SBE which is neither a manufacturer nor a regular dealer, count the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, toward the SBE goals, provided you determine the fees to be reasonable and not excessive as compared with fees customarily allowed for similar services. Do not count any portion of the cost of the materials and supplies themselves toward SBE goals, however.
5. Eligible Expenditures

The following expenditures to SBE firms that are not manufacturers or regular dealers will count toward SBE participation levels:

- a) The entire amount of that portion of a construction contract that is performed by the SBE's own forces. Include the cost of supplies and materials obtained by the SBE for the work of the contract, including supplies purchased or equipment leased by the SBE (except supplies and equipment the SBE subcontractor purchases or leases from the prime contractor or its affiliate.)
- b) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- c) The fees charged 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, provided that the fee is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- d) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Authority to be reasonable and not excessive as compared with fees customarily allowed for similar services.

## **V. CERTIFICATION STANDARDS AND PROCEDURES**

### **A. Certification Standards**

Eligible firms for participation under this program as an SBE must be a firm that is certified as an SBE i.) by the State of California Department of General Services ("DGS"), or the Los Angeles County Metropolitan Transportation Authority ("Metro"), or the City of Los Angeles; or ii.) by another recognized body acceptable to the Authority whose certification processes generally provide for the following:

An SBE is a for-profit business that has demonstrated, by a preponderance of the evidence, that it satisfies the following SBE program certification standards:

1. Business Size
  - a. An SBE is a small business as defined using the Small Business Administration size standards at 13 CFR Part 121.
  - b. Other elements of business size of a technical nature may be relevant and will be taken into account, as needed, on a case-by-case basis.
2. Quality of Ownership
  - a. The ownership enjoyed by each of these individuals must be real, substantial and continuing, going beyond pro forma ownership, as represented in merely the ownership documents.
  - b. Owner(s) contributions of capital or expense must be real and substantial.
  - c. Other elements of quality of ownership of a technical nature may be relevant and will be taken into account, as needed, on a case-by-case basis.
3. Ownership Discretion and Control
  - a. The business must be independent. Its viability must not depend on a relationship with another firm or firms.
  - b. The business must not be subject to any formal or informal restrictions that limit the customary discretion of the owner(s).
  - c. The owner(s) must possess the power to direct or change the direction of the management and policies of the firm, and to make day-to-day as well as long-term decisions on matters of management, policy and operations.
  - d. The owner(s) may delegate authority, but such delegations must be revocable and the owners must retain a managerial role and the power to hire and fire the person to whom they delegate.
  - e. The owner(s) must have an overall understanding of (and managerial, technical competence & experience directly related to) the type of work in which the business is engaged and the firm's operations.
  - f. Owners must possess all state or locally required licenses or credentials.
  - g. Differences in remuneration between the owner(s) and other participants in the firm may be considered in determining the owner(s)' level of control.
  - h. Owner(s) must work in the business in order to be considered as controlling the firm. They cannot engage in outside employment or other business interests that conflict with managing the firm, unless the firm is itself a part-time business.
  - i. Other elements of ownership discretion and control of a technical nature may be relevant and will be taken into account, as needed, on a case-by-case basis.

**B. Updates and Changes**

SBEs whose participation on the work of the contract is counted toward the SBE participation goals shall inform the Authority promptly upon any change in its certification status. Any Prime Contractor who becomes aware of such a change in certification status must promptly notify the Authority. The Authority may require periodic updates via affidavits, copies of certification letters or other evidence of the continuing status of contractors and subcontractors as certified SBEs.

**APPENDIX 4**

**Form of SBE Audit Services Contract**

*[To be provided]*