

**SAMPLE PROGRAM COMPLIANCE LANGUAGE: PROFESSIONAL SERVICES**

*For Alameda CTC-funded projects subject to the Local Business Contract Equity (LBCE) Program*

**Note to Sponsor Agency:** This language shall be included in all contracts and solicitations for professional services which are subject to the LBCE Program. If you or your legal counsel believe that changes to this language are required to fit your particular requirements and project, please confer with Alameda CTC regarding the proposed changes prior to finalizing the document.

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**I. PROCUREMENT DOCUMENT**

**A. Local Business Contract Equity Program Requirements**

*(Sponsor Agency to check either the first or second box below; check the first box for contracts over \$75,000, check the second box for contracts between \$25,000 and \$75,000. See LBCE Program Section II.A, “LBE, SLBE, and VSLBE Goals and Participation” for details.)*

This contract will be funded in whole or in part by Alameda CTC VRF, Measure B and/or Measure BB funds, or such funds in combination with other local funds. Consequently, Alameda CTC’s Local Business Contract Equity (LBCE) Program will apply. The LBCE Program establishes goals for the award of professional service contracts to firms located within Alameda County. For professional services under this contract, the LBCE Program requires the following goal(s):

- Local Business Enterprise (LBE) goal of 70.0% and a Small Local Business Enterprise (SLBE) goal of 30.0%
- Very Small Local Business Enterprise (VSLBE) goal of 30.0%

Further details regarding the LBCE Program, including requirements and forms, can be found on the Alameda CTC website at [www.alamedactc.org/app\\_pages/view/4543](http://www.alamedactc.org/app_pages/view/4543), along with a list of all currently certified firms. It is the responsibility of qualified firms which desire to work on contracts subject to the LBCE Program to ensure that they are appropriately certified by Alameda CTC on a timely basis. All firms utilized to meet an LBE, SLBE, and/or VLSBE goal must be certified by Alameda CTC by the time of proposal submission, and proof of certification must be submitted with the proposal. Applications for LBE, SLBE, and/or VLSBE certification will not be accepted with the proposal. The prime contractor will be required to report LBE, SLBE, and VSLBE utilization with each invoice submitted for payment.

For assistance or questions related to Alameda CTC LBCE Program, including LBE, SLBE, and VSLBE certifications, please contact the Alameda CTC LBCE Certification Unit:

<b>Alameda CTC LBCE Certification Unit</b>	
Email Address:	certification@alamedactc.org
Phone:	(510) 208-7400
Fax:	(510) 893-6489
Mailing Address:	Alameda CTC
	1111 Broadway, Suite 800
	Oakland, California 94607

**B. Proposal and Interview Evaluation Criteria**

*(Sponsor Agency to include either a. or b. below and delete the other. See LBCE Program Section II.A, Paragraph 2, Applicable Credits for Contract Award.)*

*(Option a. – Use for contracts over \$75,000)*

**a. Ability to Meet or Exceed Applicable LBE and SLBE Goals.**

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward each goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). (A proposer shall receive 5% of total scoring points for each goal achieved, for a maximum total of 10% of total scoring points).

Proposer shall include in its proposal the LBE/SLBE Participation Summary from Alameda CTC Sample Cost Proposal Form B (under the worksheet tab labeled “LBCE”); the other sheets within the workbook are not required. Alameda CTC Sample Cost Proposal Form B is available on the Alameda CTC website at [www.alamedactc.org/app\\_pages/view/10614](http://www.alamedactc.org/app_pages/view/10614) and is incorporated herein as if attached.

*(Option b. – Use for contracts between \$25,000 and \$75,000)*

**b. Ability to Meet or Exceed Applicable VSLBE Goal.**

This procurement and the resulting contract are subject to the LBCE Program established by Alameda CTC. The percentage of participation toward the goal shall be based on the cost proposal, excluding costs for any optional task(s) and/or phase(s). (A proposer shall receive 20% of total scoring points for meeting the goal).

**II. CONTRACT DOCUMENT**

**A. ALAMEDA CTC Local Business Contract Equity Program**

1. CONSULTANT shall comply with all applicable provisions of Alameda County Transportation Commission's (ALAMEDA CTC's) Local Business Contract Equity (LBCE) Program, incorporated herein by reference as if attached hereto. [AGENCY] shall provide a copy of the LBCE PROGRAM to CONSULTANT upon request.

2. If the CONSULTANT or any subconsultant is a Local Business Enterprise ("LBE"), Small Local Business Enterprise ("SLBE"), and/or Very Small Local Business Enterprise ("VSLBE") firm, the certificate for that firm shall be attached to this AGREEMENT.

3. No substitution of a listed LBE, SLBE, or VSLBE subconsultant on a contract can be made without the prior written approval of [AGENCY] with agreement of ALAMEDA CTC. If an LBE, SLBE, or VSLBE subconsultant is unable to perform successfully, the [AGENCY] or CONSULTANT shall submit a written request to ALAMEDA CTC for approval to replace such firm. CONSULTANT must make good faith efforts to replace such LBE, SLBE, or VSLBE with another LBE, SLBE, or VSLBE, respectively. ALAMEDA CTC may investigate the circumstances surrounding the substitution request.

4. CONSULTANT agrees that within ten (10) calendar days' receipt of payment from Sponsor Agency, CONSULTANT shall pay to its subconsultants all amounts due from such payment for satisfactory performance of its contract, subject to such legal requirements under federal or state law regarding withholding of disputed payments and applicable penalties. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

5. CONSULTANT agrees to include any subconsultant's acceptable invoices with each Payment Request Form that it submits to Sponsor Agency no later than thirty (30) calendar days after receipt of such invoice from the subconsultant. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.

6. CONSULTANT agrees further to release retainage payments, if any, to each subconsultant within thirty (30) calendar days after the subconsultant's work is completed and accepted. Any delay or postponement of payment over thirty (30) days may take place only for good cause and with ALAMEDA CTC's prior written approval. This clause applies to LBE, SLBE, and VSLBE and non- LBE, SLBE, and VSLBE subconsultants.