



**REQUEST FOR PROPOSAL
(RFP #2012-07)
TO PROVIDE**

**RIGHT OF WAY PROJECT MANAGEMENT, APPRAISAL,
ACQUISITION & RELOCATION ASSISTANCE SERVICES**

For the

Jepson Parkway Project

In coordination with

The Cities of Vacaville, Fairfield, and Suisun City and the County of Solano

RESPONSES DUE:

3:00 PM, FRIDAY, June 8, 2012

Eight (8) complete hard copies and one digital copy (CD or flash drive) of the Proposal must be received before 3:00 p.m. PST on June 8, 2012

**Solano Transportation Authority
One Harbor Center, Suite 130
Suisun, CA 94585-2473**

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DISCLOSURE: The master copy of each response to this RFQ shall be retained for official files and will become a public record after the award of a contract unless the qualifications or specific parts of the qualifications can be shown to be exempt by law (Government Code section 6250 et seq.). Each Responding Firm may clearly label part of a submittal as "CONFIDENTIAL" if the Responding Firm agrees to indemnify and defend the STA for honoring such a designation. The failure to so label any information that is released by the STA shall constitute a complete waiver of all claims for damages caused by any release of the information. If a public records request for labeled information is received by the STA, the STA will notify the Responding Firm of the request and delay access to the material until seven working days after notification to the Responding Firm. Within that time delay, it will be the duty of the Responding Firm to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

SECTION 1 – INTRODUCTION

The Solano Transportation Authority (STA) is a Joint Powers Authority with members including the cities of Benicia, Dixon, Fairfield, Rio Vista, Suisun City, Vacaville, and Vallejo, and the County of Solano. The STA serves as the Congestion Management Agency for Solano County and is responsible for countywide transportation planning and programming of State and Federal funding for transportation projects within the county. The STA is the lead on several major transportation improvement projects throughout the county, including the Jepson Parkway Project.

The Jepson Parkway Concept Plan was completed in 2000 by the Solano Transportation Authority (STA), the City of Fairfield, the City of Suisun City, the City of Vacaville and Solano County. The Concept Plan provided a comprehensive, innovative, and coordinated strategy for developing a multi-modal corridor linking land use and transportation to support the use of alternative travel modes, and protecting existing and future residential neighborhoods. The 12-mile Jepson Parkway project will improve intra-county mobility for Solano County residents and provide traffic relief for Interstate 80. The project upgrades a series of narrow local roads to provide a north-south travel route for residents as an alternative to I-80. The plan proposes a continuous four-lane roadway from the State Route 12/Walters Road intersection in Suisun City to the I-80/Leisure Town Road interchange in Vacaville. The project also includes safety improvements, such as the provision for medians, traffic signals, shoulders, and separate bike lanes. The Jepson Parkway project is divided into 16 segments for design and construction purposes. Five (5) construction projects within the Jepson Parkway project have been completed: the extension of Leisure Town Road from Alamo to Vanden (Vacaville/County); the relocation of the Vanden/Peabody intersection (Fairfield); improvements to Leisure Town Road bridges (Vacaville); the Walters Road Widening (Suisun City); and the I-80/Leisure Town Road Interchange (Vacaville).

The remaining segments of the Jepson Parkway Project have obtained environmental clearance as one project. Since 2002, STA has been working to prepare alignment plans for the four (4) Environmental Impact Report/Environmental Impact Statement (EIR/EIS) alternatives and to complete a range of environmental studies. In 2009, the STA Board certified the EIR for the Project and selected Alternative B. The EIS was adopted in 2011. The overall estimated construction cost of the remaining segments is currently \$187 million. Currently, the STA, the Cities of Vacaville and Fairfield and Solano County are moving forward with design of the following segments that are expected to begin construction in 2014-15:

- Phase 1- City of Fairfield as Lead Agency- Vanden Road from the Vanden Road/Peabody Road/Cement Hill Road intersection to the Vanden Road/Leisure Town Road intersection (Portion of Segment 5, entirety of segment 6 and a portion of segment 7).

- Phase 2- City of Vacaville as Lead- Vanden Road from approximately 3100 feet south of Leisure town Road and Leisure Town Road from the Vanden intersection to Elmira Road (a portion of segment 7 through segment 13)
- Phase 3- Future Project Phase to be identified that would likely extend the improvements north of the Phase 2 Project as funding becomes available.

This Contract will provide Right of Way Appraisal and Acquisition Services for the Phase 1 and Phase 2 Projects shown above. STA reserves the right to add scope to this project for similar services for the Phase 3 project if STA is satisfied with the services provided by the selected firm and as long as the identified funding would not require a new Request for Proposal process. The Phase 3 project should not be included in the scope and budget of this proposal but would be subject to future negotiations if STA desires to extend this contract.

There are approximately 38 parcels involved for this scope of work. The following table is a preliminary summary by assessor parcel number (APN), easements and anticipated dedications. As the project designs evolve, the actual Right of Way requirements for each parcel will be solidified. **It should be noted that the parcels that are acquired through dedication will require Appraisal Services only; while all other parcels will require Appraisal and Acquisition Services.**

Phase 1 Project APN	Fee Takes	Dedication	Temporary Construction Easements (unknown at this time)
0166-101-110	X		
0166-090-180	X		
0166-090-700	X		
0166-090-600	X		
0166-090-170	X		
0166-080-140	X		
0166-080-130	X		
0166-080-120	X		
0166-080-110	X	X	
0166-060-150	X	X	
0166-020-080	X	X	
0166-101-110	X		
0174-110-110	X		

Phase 2 Project APN	Fee Takes	Dedication	Temporary Construction Easements (unknown at this time)
0135-070-010	X		
0135-070-020	X		
0135-070-030	X		
0135-070-090	X		
0135-080-010	X		
0135-080-020	X	X	
0135-080-030	X	X	
0135-080-070	X		
0135-090-090	X		
0135-090-100	X		
0135-090-110	X		
0137-020-010	X		
0137-020-020	X		
0137-020-030	X		
0137-030-130	X		
0137-030-140	X	X	
0137-030-150	X	X	
0137-030-160	X	X	
0137-040-010	X	X	
0137-040-020	X	X	
0137-040-080	X		
0137-040-090	X	X	
0137-050-090	X	X	
0137-050-100	X		
0137-050-110	X		
0137-050-120	X	X	

SECTION 2 – SCOPE OF WORK

This represents a draft scope of work outlining the prominent right of way tasks that need to be accomplished to achieve right of way certification for the Jepson Parkway. The successful firm will be expected to refine this scope of work prior to finalizing a contract for these services. The STA, in coordination with the cities of Vacaville, Fairfield and Suisun City and the County of Solano intend to retain a qualified and committed professional firm/team to complete scope with the following major tasks:

A. PROJECT MANAGEMENT

CONSULTANT shall provide a Project Manager (PM) to ensure the right of way process has been followed in accordance with the Uniform Act, that consultants have appropriate licenses for the scope of work, that Broker signs or initials all right of way contracts, and approves all right of way files (signature in diary) that files are complete and in accordance to the Uniform Act with appropriate diary entries. This task covers typical project management services including the requirements for meetings, schedules, progress reports, cost estimates, documentation, document control and administration of the CONSULTANT work. The PM shall be responsible for managing all activities and monitoring progress toward achieving right of way certification for this project (Phases 1 and 2). Besides this team, the PM shall coordinate with the design teams for the Jepson Parkway project Phases 1 and 2. Activities and progress for utility relocation shall be monitored along with the activities included within this scope of work. In addition, consideration toward completing the right of way phase of work while coordinating with design team members and agencies should be addressed. Services anticipated include, but are not limited to, the following:

1. Coordination/Administration

a. Coordination and Meetings

CONSULTANT shall meet with the relevant parties to discuss issues pertinent to the project assignments. The CONSULTANT team shall participate in project meetings (i.e. Project Development Team (PDT) meetings, Agency coordination meetings, workshops) and be prepared to discuss project status, issues, policy, or procedural issues. The team shall bring progress plans as appropriate and assist in developing meeting notices, agenda, minutes and/or handouts as needed.

2. Administration

Administration shall include the following elements of the work:

- Supervise, coordinate, and monitor work for conformance with the appropriate standards and policies;
- Apply for and/or assist to obtain City approvals and permits as required;
- Prepare, circulate, and file correspondence and memoranda as appropriate;
- Maintain project files using the CALTRANS Uniform File System, unless otherwise directed by STA.

3. Parcel Status, Schedule and Progress Reports

The CONSULTANT team(s) shall submit an initial detailed Parcel by Parcel status and Schedule for each task order assignment. The PM will consolidate the schedules showing all acquisition, railroad coordination, and utility relocation

activities scheduled in a logical and timely manner so that right of way progress can be tracked. In particular, adequate durations and staffing shall be evaluated and the STA shall be notified of said results. Following approval by STA, this schedule will become the Baseline Project Schedule and will be tracked throughout the duration of the project. As directed by STA, schedule updates will be part of a monthly Progress Report prepared by CONSULTANT that describes the project status, outstanding action items, and/or issues for STA approval. If appropriate and requested by STA, the schedule and/or Progress Report may require updating more frequently.

4. **Quality Assurance/Quality Control (QA/QC) Plan**
The CONSULTANT team shall maintain a Quality Assurance/Quality Control Plan throughout performance of the services for this contract. The QA/QC Plan is intended to ensure that the appraisals, maps, reports, plans, studies, estimates, and other documents submitted under this Scope of Services are complete, accurate, checked, and proofread to meet professional standard practices in effect at the time of execution of the Contract. In addition document control of the project documents shall be managed by the PM. Upon receipt of the Notice to Proceed, PM shall discuss and explain their plan to provide a reasonable quality control check system and quality assurance program for the contract services described herein follow the applicable standard practices in effect that the time of execution of the Contract. Within twenty (20) days of receiving the Notice to Proceed, PM shall submit a draft copy of the QA/QC Plan for review and approval by STA. If requested by STA, PM shall modify and/or revise the QA/QC Plan as needed to appropriately control the project quality program for the contract.

The Project manager shall assure that all documentation from all right of way professionals performing various activities under this RFP and the document control of these documents are in accordance with the current version of the Caltrans Right of Way Manual and that Caltrans and the STA have access to these files.

Task Deliverables:

- 1) *Parcel status, schedule and budget reports delivered with each invoice.*
- 2) *Quality Assurance/Quality Control Plan*
- 3) *Attendance at Monthly PDT meetings as needed to manage and deliver Right of Way Services*
- 4) *Progress meetings with STA Project Manager as needed*

B. RIGHT OF WAY APPRAISAL, ACQUISITION, RELOCATION ASSISTANCE, AND CONDEMNATION SUPPORT

CONSULTANT shall provide Right of Way Appraisal, Acquisition and Relocation Services following these general guidelines and specific scopes below:

1. Consultant deliverables shall typically consist of three (3) originals, together with specialists' reports which may be performed by someone other than Consultant.

2. Consultant may be required to meet and coordinate their efforts with STA staff, STA legal counsel, other consultants or participating public agency staff delivering designs; participate in office or project meetings.
3. As directed by STA, CONSULTANT shall coordinate with other STA staff and/or consultants for supplemental work required for the effective delivery of the project.
4. Consultant may be required to take direction from STA's legal counsel in the delivery of services, and to provide testimony in any Administrative or Judicial proceeding related to services rendered by Consultant to STA.
5. If any legal issues exist during the course of Consultant's performance of services required by STA, Consultant shall request legal opinion. All legal opinions shall be rendered by STA's legal counsel.
6. Consultant may be required to review right of way acquisition and relocation files for parcels previously acquired to ensure compliance with applicable state and/or federal regulations.
7. Consultant's Acquisition/Negotiation Agents must provide evidence of the proper real estate license in the State of California.
8. Consultant must demonstrate knowledge and experience in working with the Federal Highway Administration (FHWA), the California Department of Transportation (Caltrans), Utility Companies, and Union Pacific Railroad.
9. Consultant shall provide a Project Manager, an Acquisition/Negotiation Manager, a Relocation Assistance Manager, and a Utilities Relocation Coordinator who may not be replaced without the written consent of STA.

B-1-RIGHT OF WAY APPRAISAL SERVICES FOR PROPERTIES

CONSULTANT shall provide right of way appraisal services for developed or undeveloped residential, commercial, industrial and agricultural properties. CONSULTANT may be required to produce appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such appraisal services may include, but are not limited to, the following

1. Consultant shall prepare appraisals in accordance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.), the California Code of Civil Procedure, the Uniform Standards of Professional Appraisal Practice (USPAP), and in some cases, the Uniform Appraisal Standards for Federal Land Acquisition Act. Consultant must be licensed by the State of California.

2. Consultant must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report, specialty reports and component valuations which may be performed by someone other than Consultant, and incorporated into the overall fair market valuation.
4. Consultant may be required to meet with and coordinate their efforts with STA staff, STA legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. Appraisal reports may be reviewed for acceptance and independent approval by the review appraisers. Revisions may be required by reason of this review process. Consultants may be requested to complete and deliver revised and/or updated appraisals. In the event of non-acceptance due to errors or omissions, Consultant shall have fifteen (15) calendar days to make corrections and return the revised appraisals to the review appraiser.
6. For proposed acquisitions, the owner of the real property or a designated representative will be invited by the Appraiser to accompany the Appraiser during the inspection of the property. This invitation must be in the form of a letter entitled "Notice to Appraise" written by the Appraiser to the owner. A copy of the invitation will be included in the appraisal report.
7. It is the Appraiser's responsibility to contact project engineers developing right of way requirements within the project limits to discuss and/or clarify any project design matters. This is critical in the appraisal of partial acquisitions and easements where the Appraiser may need cross sections or other project engineering data to complete the report.
8. The highest and best use for the property in the before condition must be determined and supported. If a partial acquisition is involved, the highest and best use of the property in the after condition must be determined and supported. If the existing use is not the premise on which the valuation is based, the appraisal will contain an explanation justifying the determination that the property is available and adaptable for a different highest and best use and there is demand for that use in the market.
9. Where the acquisition involves only a part (or portion) of the property, the Appraiser will estimate any severance damages and special benefits to the remainder, including reasoning and market data to support the conclusion. The Appraiser will indicate if the remainder constitutes an economic or uneconomic unit in the market and/or to the present owner.
10. The California Eminent Domain Law will be followed in partial acquisitions. Special benefits are to be offset only against damages to the remainder in accordance with the law.
11. Appraisal for easement acquisitions will reflect the restrictive elements of the easement to be acquired and the potential effect of such elements on the utility of the property considering its highest and best use. Full details with respect to any

interference with the highest and best use of the property affected must be explained and supported.

12. The Appraiser must estimate and support the economic rent, state the contract rent and the remaining term of the lease as of the date of value. Include lessor and lessee responsibilities for paying major expenses, e.g. taxes, insurance and maintenance.
13. Appraiser shall itemize in detail the “improvements pertaining to realty” (Eminent Domain Law-CCP Section 1263.205) showing their replacement cost new, depreciated value in place, salvage value if any, and relocation estimate. To the extent possible, determine the ownership claims of the Improvements Pertaining to the Realty.
14. In cases where the Appraisal Assignment requires a Specialty Appraisal (Furniture, Fixtures, Machinery and Equipment) and/or Specialists Reports (title, survey, soils, and engineering), Appraiser may be required to coordinate with STA staff and/or consultants for such services as directed by STA. Fees charged by STA staff and/or consultants for Specialty Appraisal and/or Specialists Reports shall be paid directly by STA.
15. It is the Appraiser’s responsibility to thoroughly review the Specialty Appraisal for adoption (with adjustments or not, as appropriate) and inclusion in the overall appraisal. The estimated values that the specialty items actually contribute to the overall value of the real estate will be separately stated but included in the total value of the property.
16. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by STA’s legal counsel.
17. It is the Appraiser’s responsibility to contact STA’s legal counsel for discussion and/or clarification in identifying personal or real property.
18. If hazardous waste is discovered on the property, Appraiser shall seek further direction from STA.
19. Additional Qualifications:
 - a. Consultant shall have a minimum of five years experience as full time appraiser.
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

B-2- APPRAISAL REVIEW SERVICES

CONSULTANT shall provide independent appraisal review services for developed or undeveloped residential, commercial, industrial and agricultural properties. Review

appraisal shall be completed by a unique, independent appraiser. CONSULTANT may be required to produce review appraisal reports for full or partial acquisitions, easements, temporary construction easements, leased or licensed properties, and sale or disposition of excess/surplus properties. Such review appraisal services may include, but are not limited to, the following:

1. When required by STA, Review Appraiser shall examine appraisals prepared by the Residential, Commercial, Industrial, Agricultural and/or Furniture, Fixtures, Machinery and Equipment appraisers.
2. Review Appraiser shall provide Review Appraisal Services based on nationally recognized appraisal standards and techniques, including those established by the Uniform Standards of Professional Appraisal Practice (USPAP), the Uniform Appraisal Standards for Federal Land Acquisition; ensure compliance with the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code, the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations CH 6, Art 1, Section 6000 et seq.), and the California Code of Civil Procedure. Comply with the requirements of the Caltrans Right of Way Manual, when applicable. Appraiser must be licensed by the State of California.
3. Review Appraiser must be qualified to provide expert witness testimony and defend the conclusions at any Administrative or Judicial proceeding.
4. Review Appraiser may be required to meet with and coordinate their efforts with STA staff, STA legal counsel, and other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Review Appraiser's responsibility to contact project engineers developing right of way requirements within the project limits to discuss and/or clarify any project design matters. This is critical in reviewing appraisals of partial acquisitions and easements where engineering data have to be verified.
6. Review Appraiser shall examine appraisals to assure that they meet applicable appraisal requirements and shall, prior to acceptance, seek necessary corrections or revisions.
7. If the Review Appraiser is unable to recommend approval of an appraisal as an adequate basis for the establishment of the offer of just compensation, and it is determined that it is not practical to obtain additional appraisal, Review Appraiser may develop appraisal documentation to recommend value.
8. The Review Appraiser and the Appraiser should discuss the appraisal assignment as soon work is assigned. The Review Appraiser and, if practical, the Appraiser should hold at least one field review in order to identify any legal issues that may exist. If any legal issues exist, the Review Appraiser shall request legal opinion.
9. All legal opinions shall be rendered by STA's legal counsel and the appraisal prepared in accordance therewith.

10. The Review Appraiser's certification of the recommended value of the property shall be set forth in a signed statement which identifies the appraisal reports reviewed and explains the basis for such recommendation. Any damages or benefits to any remaining property shall also be identified in the statement.
11. All reports and deliverables shall typically consist of three originals, including specialty reports which may be prepared by other consultants.
12. As directed by STA, CONSULTANT shall coordinate with other STA staff, public agencies and/or consultants for supplemental work required for the effective delivery of the project. Fees charged by STA staff and/or consultants shall be paid directly by STA.
13. Additional Qualifications:
 - a. Consultant shall have a minimum of five years experience as full time appraiser
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. Consultant shall have completed a minimum ten appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

B-3- GOODWILL APPRAISAL SERVICES

CONSULTANT is required to provide Goodwill Appraisal Services as needed in support of STA's right of way acquisition activities for this project. Such appraisal services may include, but are not limited to, the following:

1. Appraiser shall prepare Goodwill Valuations in accordance with the California Code of Civil Procedure, and the Uniform Standards of Professional Appraisal Practice (USPAP). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.
4. Appraiser may be required to meet with and coordinate their efforts with STA staff, STA legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. In valuing the loss of goodwill to a business, Appraiser shall rely upon the definition of fair market value found in Section 1263.320 of the California Code of Civil Procedure, and compensation for loss of goodwill as outlined in Section 1263.510 of the California Code of Civil Procedure.

6. It is the Appraiser's responsibility to contact STA's staff for discussion and/or clarification of any project design matters as well as relocation sites for the business.
7. Appraiser shall work with and take direction from STA legal counsel in the delivery of their reports.
8. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by STA's legal counsel.
9. As directed by STA, CONSULTANT shall coordinate with other STA staff, public agencies and/or consultants for supplemental work required for the effective delivery of the project. Fees charged by STA staff and/or consultants shall be paid directly by STA.
10. Additional Qualifications:
 - a. Consultant shall have a minimum of five years experience as a full time Goodwill appraiser.
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. Consultant shall have completed a minimum ten Goodwill Valuation assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. Consultant shall certify that Consultant has not been disciplined in the last five years as a Goodwill Appraiser by any government body or professional association.

B-4- FURNITURE, FIXTURES, MACHINERY AND EQUIPMENT APPRAISAL SERVICES

CONSULTANT shall provide Furniture, Fixtures, Machinery and Equipment (F F & E) Appraisal Services as needed in support of STA's right of way acquisition activities for current and future STA Projects. Such appraisal services may include, but are not limited to, the following:

1. Appraiser shall prepare appraisals in accordance with the California Code of Civil Procedure, the Uniform Standards of Appraisal Practice (USPAP), the Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended, and implemented by 49 CFR Part 24; the State of California Government Code; the State of California Relocation Assistance and Real Property Acquisition Guidelines (Title 25, California Code of Regulations Ch 6, Art 1, Section 6000 et seq.). Appraiser must be licensed by the State of California.
2. Appraiser must be qualified to provide expert witness testimony and defend the conclusions reached in the appraisal at any Administrative or Judicial proceeding.
3. Deliverables shall typically consist of three (3) originals of the completed appraisal report.

4. Consultants may be required to meet with and coordinate their efforts with STA staff, STA legal counsel, or other consultants or Caltrans staff; participate in office or project site meetings.
5. It is the Appraiser's responsibility to contact project engineers developing right of way requirements within the project limits to discuss and/or clarify any project design matters.
6. It is the Appraiser's responsibility to contact STA's legal counsel for discussion and/or clarification in identifying personal or real property.
7. If any legal issues exist during the course of the appraisal assignment, Appraiser shall request legal opinion. All legal opinions shall be rendered by STA's legal counsel.
8. Additional Qualifications:
 - a. Consultant shall have a minimum five years experience as full time F F & E appraiser
 - b. Consultant shall be a member of a professionally recognized appraisal society or institute, such as the Appraisal Institute.
 - c. Consultant shall have completed a minimum ten F F & E appraisal assignments in California involving potential acquisition pursuant to the laws of eminent domain.
 - d. Consultant shall certify that Consultant has not been disciplined in the last five years as an appraiser by any government or professional association.

B-5- ACQUITION, TITLE AND ESCROW SERVICES

CONSULTANT shall provide Title and Escrow services on an as needed basis in support of this project. Title and Escrow Services conducted by the Consultants on behalf of STA may include, but are not limited to, the following:

1. At the initiation of the work program, the Consultants shall meet with STA staff regarding STA's requirements for specific title work and escrow services assignments.
2. Consultant shall provide Preliminary Title Reports and Litigation Guaranties on all Fee Simple and less than Fee Simple property and property interests as requested by STA.
3. Consultant shall ensure that all Preliminary Title Reports are accurate and complete.
4. Consultant shall provide all additional legal documents required by STA, such as, copies of conveyance deed, deed restrictions, liens and encumbrances, title chains and the like.
5. Consultant staff shall prepare and review all legal documents necessary to ensure that STA is acquiring good title to the property or property interests to be purchased, free from liens and encumbrances.

6. Consultant shall provide all necessary assistance to STA to clear all exceptions stated in the Preliminary Title Reports, unless waived by STA in writing.
7. Consultant shall ensure that all conditions precedent and conditions subsequent provided for in Purchase and Sales Agreements are met and satisfied prior to Close of Escrow.
8. Consultant shall prepare, subject to review and approval by STA's Legal Counsel, Escrow Instructions for execution by STA and the grantor(s) or grantee(s). Consultant shall ensure that all legal requirements are satisfied prior to Close of Escrow.
9. Consultant shall provide efficient Escrow Services to STA and property owners involved in STA related transactions.
10. Consultant shall prepare all necessary conveyance documents; demand and release of lien/encumbrance documents and submit the same for approval by STA Legal Counsel prior to close of escrow.
11. Consultant shall obtain grantor(s) Tax Identification Number, Social Security Number, Employer Identification Number or Federal Employer Identification Number prior to Close of Escrow and provide the same to STA.
12. Consultant shall record all documents necessary for the acquisition of property/property rights, release of liens and encumbrances with the proper State, County and City recorder's office.
13. Consultant shall prepare an Escrow Closing Schedule in accordance with written instructions from STA and property owners.
14. Consultant shall meet and coordinate its work with other right of way consultants as directed by STA.
15. Immediately prior to Close of Escrow, Consultant shall order and provide STA with an Updated Preliminary Title Report to ensure that no new liens and/or encumbrances are recorded on the property/property interests to be acquired by STA.
16. At Close of Escrow, Consultant shall prepare and submit an Escrow Closing Statement to STA and other parties to the transaction, together with copies of all documents conveying title to STA, copies of releases of liens and encumbrances, receipt for payments made on behalf of STA and the other parties to the transaction.
17. At Close of Escrow, the Consultant shall issue a Standard Owner's Policy of Title Insurance effectively insuring STA's interest and ownership of the property or property rights acquired, unless an ALTA Policy of Title Insurance is requested by STA.
18. Consultant shall provide multi-lingual services as needed for efficient closing of STA transactions.
19. As requested by STA, Consultant may be required to testify in any administrative or judicial proceeding.

20. Consultant shall perform any other normal procedures and processes necessary to implement the assignment or work program and shall provide any other supporting information and/or correspondence required by STA.
21. Consultant shall assign a Project Manager, a Title Office and an Escrow Officer to this procurement, which may not be replaced without the written consent of STA.
22. If legal issues exist during Consultant's performance of services required by STA, Consultant shall request legal opinion. All legal opinions shall be rendered or concurred to by STA's legal counsel.
23. As directed by STA, CONSULTANT shall coordinate with other STA staff and/or consultants for supplemental work required for the effective delivery of the Needed Right of Way.

B-6- PROPERTY MANAGEMENT, HAZARDOUS MATERIAL REMOVAL, DEMOLITION AND CLEARANCE SERVICES (OPTIONAL SERVICES)

CONSULTANT to provide staff experienced in Property Management, Hazardous Material Removal, Demolition and/or Clearance services on an as needed basis in support of this project. If deemed necessary by STA, Consultant shall provide these services to STA for all currently owned or acquired property, until the property is turned over to the contractor of STA highway projects for construction, or as otherwise directed by STA. All work will be performed in accordance with STA's policies and procedures, and federal, state and local regulations. Services, at a minimum, may include, but not be limited to the following:

1. General Property Management Services

- a. Maintain a Certified Property Manager (CPM) on staff during the full term of the agreement and/or task order as necessary.
- b. In cases where occupants need to remain in the property prior to relocation, administer temporary lease agreements, which include rent collection, ensure payment of utility bills and those occupants can maintain decent living conditions. Prepare, maintain and submit a monthly Rent Collection and Receivables Aging Report.
- c. Prepare and maintain a monthly Property Inventory Report.
- d. After occupants have been relocated and properties are vacant, consultant shall coordinate with STA to appropriately fence and secure properties and prevent trespassers, intruders and vandals from gaining entry to properties.
- e. Maintain an accounting of the disposition of improvements and the salvage payments received.

2. Hazardous Material Removal, Demolition and Clearance

a. Surveys of buildings, Containers, Etc.

The Consultant may be required to provide survey activities. Survey activities may include the surveying and testing, as applicable, of buildings, structures, stored materials, tank contents and containers to

determine whether hazardous waste or materials are present. The Consultant may also be required to perform environmental site assessment work to confirm that the properties are free and clear of hazardous materials, potentially requiring the on call team to assist with required environmental assessment and/or site remediation work as directed by STA.

Typical surveys or assessments may include, but not be limited to inspections for:

- Asbestos containing materials (ACM) in buildings and pipelines
- PCB containing materials in transformers, equipment, containers
- Fuels and other chemicals in tanks, barrels and storage containers
- Review of buildings or structures to determine whether hazardous materials are being used or stored
- The presence of lead paint
- Environmental Assessment (i.e Phase 1, Phase 2)

Only when requested and/or approved by STA will a Certified Industrial Hygienist (CIH) be utilized for survey plans and work. Requests for a CIH will be through the project or task order process. When surveys are included in a task order, survey activities as well as results shall be included as a report or as part of the Site Investigation Report.

b. Removal and Disposal of Asbestos and Lead Paint

This work shall consist of identifying, quantifying, removing and disposing of materials containing friable and/or non-friable asbestos prior to the demolition of improvements and obtaining all necessary licenses, permits, certification and other documents needed for the work. No grinding equipment that may expose asbestos containing materials may be used.

Consultant shall prepare a plan presenting the methods for removing, handling, transporting and disposing of friable or non-friable asbestos. Prior to submittal to the Project Manager, the local Air Quality Management District must approve the plans for friable asbestos. The submittal of these plans to the Southern California Air Quality Management District (SCAQMD) must occur 14 days prior to the start of work. This plan shall include identification of all Environmental Protection Agency (EPA) and Occupational Safety and Health Administration (OSHA) licenses, permits and certifications required for asbestos abatement work, removal, handling and transport.

All asbestos work and lead paint removal shall conform to federal, state and local laws governing the identification, preparation, workers, equipment, safety, monitoring, signing, fencing, removing, and hauling of friable and non-friable asbestos and shall supply copies or information on

all applicable licenses, permits, and notifications required by applicable laws and regulations.

In cleaning sites that involve asbestos removal, Consultant must be properly licensed for such work. Consultant shall be responsible for maintaining, monitoring, securing, and posting the site in accordance with all laws, regulations and permits required for asbestos abatement work. The Consultant shall be provided with an asbestos report prior to starting the job, and will be required to provide the STA manager with copies of all documents required for abatement and certification at the conclusion of the removal and disposal of asbestos.

Consultant shall use a California Uniform Hazardous Waste Manifest, which will be signed by the Project Manager or his designee. Project Manager will supply the EPA Generator number for the Consultant if necessary.

Consultant shall use hazardous waste haulers having current registration with the California Department of Health Services (CDOHS), and shall have a U. S. EPA Identification Number (US EPA ID Number). All vehicles used to transport hazardous waste shall have a valid Certificate of Compliance affixed to the vehicle.

Asbestos containerized for transportation to a disposal site shall be appropriately labeled. Consultant shall pay any disposal site charges.

Non-friable asbestos containing material is to be considered hazardous waste. Consultant shall take precautions during removal that it remains wet, breakage is minimized, minimal visual emissions are allowed and it is not physically altered or powdered to result in the release of free asbestos fibers.

If the Consultant discovers any asbestos containing material or other hazardous waste not noted in the report provided by STA, the Consultant must stop work.

The consultant must call the Project Manager and should give an estimate of cost for this unforeseen work. Said materials will be removed only after approval in writing by the Project Manager. The removal of unforeseen asbestos will comply with the requirements pertaining to removal and disposal of asbestos.

c. **Hazardous and/or Toxic Waste or Materials**

Consultant shall immediately notify the Project Manager upon encountering any type of hazardous and/or toxic wastes or materials during the demolition and removal process. Project Manager will request an immediate site investigation by STA's designated consultant.

Should it become necessary to terminate the demolition and removal process, Consultant shall be compensated only for work in progress or actually completed. The amount of such compensation is to be determined

by the Project Manager. No payment shall be made for delay or lost profits anticipated for uncompleted work.

Failure of the Consultant to notify STA of the presence of hazardous and/or toxic wastes or materials may result in legal liability to the Consultant for all actual damages resulting to STA.

d. **Demolition and Clearance**

Consultant may be required to coordinate related demolition and clearance services, including but not limited to, demolition and clearance, removal of walls, fences, trees and shrubs, asbestos and lead based paint removal and disposal, site remediation of hazardous materials, and fencing or securing properties. Consultant shall work through a Demolition Contractor whom shall furnish all labor, tools, materials and equipment necessary to provide routine and/or emergency demolition and clearance services for residential, commercial and industrial properties. In the performance of this task, Consultant shall at all times comply with all applicable laws, decisions, ordinances, statutes, rules, and regulations of the U. S. Government, the state of California, and any political subdivision or public STA thereof, including without limitation, tax, labor, prevailing wage, safety, security and social security laws and regulations. In addition, Consultant shall perform the services there under in a manner so as not to endanger the safety or any person and property.

Consultant shall procure all permits and licenses, pay all charges and fees, and give all notices necessary for the due and lawful performance of work. Consultant shall comply with the provisions of said statutes in obtaining such permits, licenses and other authorizations, and they shall be obtained in sufficient time to prevent delays to the work.

Consultant shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) adjacent to the work sites, which is not to be removed and which do not unreasonably interfere with the work required under this contract.

Consultant shall protect from damage all existing improvements and utilities near the work site, and on adjacent property owned by a third party, the locations of which are made known to or should be known by the Consultant. Consultant shall repair any damage, at its own cost or expense, to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Consultant fails or refused to repair the damage promptly, STA may have the necessary work performed and charge the cost to the Consultant.

e. **Demolition and Clearance Special Provisions**

All materials resulting from provision of demolition and clearance services shall become the property of the Consultant and shall be removed from the premises.

Hazardous materials shall be disposed of in accordance with appropriate laws and regulations including but not limited to OSHA Construction Standard (29 CFR 1926.1101) and EPA National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR subpart M).

Sewer capping shall be the first order of work. Consultant shall disconnect and cap sewer lines at the property line or back of sidewalk. All sewer capping shall be subject to inspection by the responsible agency. Consultant shall notify the responsible agency a minimum of 24 hours prior to capping the sewer. The excavation resulting from the sewer cap operation shall be covered until inspection by the responsible agency and immediately backfilled after inspection. Consultant or his representative shall be on the site at the time the responsible agency inspects the sewer cap.

Prior to starting demolition operations, Consultant shall contact utility companies to verify the location of their service lines to be protected in place and/or verify removal of their service lines.

Prior to starting demolition operations adjacent to any public way, Consultant shall erect a protection fence. A protection fence will not be necessary when the distance from the improvement to the public way is more than one-half the height of the improvement being demolished.

Where a protection fence is erected on a public sidewalk, a pedestrian walkway shall be provided. The walkway and sidewalk shall meet the Code requirements established by the City where the project is located. The required width of the walkway shall be unobstructed.

No structural member in any level shall be demolished or removed until the level next above is completely removed, excepting Class "A" masonry and/or concrete improvements, subject to the approval of the responsible agency.

The cleaning of brick on the site is prohibited. Consultant shall break the floor of and fill all basements, pits, and sumps and backfill all excavations resulting from the removal operations.

Consultant shall not proceed from one item of work to the next until the previous item is in non-hazardous condition and all combustible material has been removed.

Consultant shall clear and grub all trees, shrubs and vegetation unless otherwise specified in a task order. Tree removal shall include removing the major root ball and backfilling the resulting excavations.

Consultant shall not remove fencing adjoining improved property unless instructed to do so by the Project Manager.

Unless specifically stated otherwise in these provisions, STA assumes no responsibility for conditions not evident at the time of task order approval

or for subsequent change or damage of any nature to the improvements not within the control of the STA.

The Project Manager reserves the right to remove such items from the improvements as deemed suitable before directing Consultant to begin demolition operations.

f. **Workmanship**

The workmanship shall be in conformance with the building codes of the state, county, and city in which the work is being done. Consultant shall conduct operations in such a manner to cause the least obstruction and/or inconvenience to the surrounding tenants and/or property owners.

It is the Consultant's responsibility to notify the Project Manager to have all work inspected within 24 hours of work completion for final inspection of work. Consultant shall leave each work site in a clean and neat condition, and shall haul away and legally discard any materials or debris caused by work actions from the job site, at no additional cost.

B-7- RELOCATION SERVICES

The Consultant shall provide a Relocation Assistance Coordinator to implement the Relocation Assistance Program (RAP) in accordance with applicable laws, regulations, and policies.

Services required include but are not limited to:

1. Implement the Uniform Act and other requirements.
2. Prepare Relocation Impact Documents (RID), Replacement Housing Valuations, and other R/W Planning documents.
3. Identify that sufficient Consultants are available to perform the RAP requirements of the project such that there is adequate time to spend with each displace to ensure the appropriate level of advisory assistance is provided and that claims are processed in a timely manner.
4. Coordinate increase of rental rates with Caltrans R/W staff to ensure that increases for RAP eligible occupants are in accordance with rental policy for residential rental rates. Increases in rental rates for 90-day Occupants may drastically affect their entitlements.
5. Perform inspections of the real property just prior to or at the close of escrow to determine if the acquired items of realty are still on-site, and explain to the displaces who will remain in occupancy that they are responsible for maintenance of the property until they vacate.
6. Describe grace period, if any, for businesses renting from the State, in the rental agreement

SECTION 3- LOCAL PREFERENCE POLICY / DISADVANTAGED BUSINESS ENTERPRISE (DBE) Goal

The STA has adopted a Local Preference policy which encourages the hiring of local firms which can be found at <http://www.sta.ca.gov/Content/10027/JobsRFPs.html>. No local firm goal has been established for this project; however each firm is encouraged to seek local participation.

DBE Requirements: The DBE Forms (Attachment A) must be filled out and included in the appendix of the proposal. If your firm cannot meet the DBE goal, you must demonstrate in writing your good faith effort by submitting the DBE Good Faith Effort Forms.

SECTION 4 – RFP CONTENT AND FORMS

Please prepare your proposal in accordance with the following requirements.
Proposal Format and Content

1. *Proposal:* The proposal (excluding resumes and the transmittal letter) shall be submitted on single-sided, 8.5” x 11” pages. A copy of the RFP, addendums to the RFP and resumes shall be included in an appendix. The Proposal shall be no more than 25 pages in length.
2. *Transmittal Letter:* The proposal shall be transmitted with a cover letter describing the firm’s/team’s interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period and should include the name, title, address and telephone number of the individual to whom correspondence and other contacts should be directed during the consultant selection process. The person authorized by the firm/team to negotiate a contract with STA shall sign the cover letter.

Address the cover letter as follows:

Janet Adams, Director of Projects
Solano Transportation STA
One Harbor Center, Suite 130
Suisun City, California 94585

B. Technical Proposal

1. *Qualifications, Related Experience and References of Firm*
This section of the proposal should establish the ability if the consultant firm to satisfactorily perform the required work by reasons of: Experience in performing work of the same or similar nature; Demonstrated experience working with local agencies and cities directly involved in this project; Strength and stability of the

consultant firm; Staffing paucity; Work load; Record of meeting schedules on similar projects; and Supportive client references.

- a. Provide a brief profile of the consultant firm, including the types of services offered; the year founded; number size and location of offices; and number of employees.
- b. Describe the firm's experience in performing work of a similar nature to that solicited in the RFP and highlight the participation in such work by the key personnel proposed for the assignment to the project.
- c. Describe experience in working with the various government agencies that may have jurisdiction over the approval of the work specific in this RFP. Please include specialized experience and professional competence in areas directly related to this RFP.
- d. Provide a list of past joint work by the consultant firm and each subcontractor, if applicable. This list should clearly identify the project and provide a summary of the roles and responsibilities of each party.
- e. A minimum of three (3) references should be given. Furnish the name, title, address and telephone number of the person(s) at the client organization who is the most knowledgeable about the work performed. Consultant firm may also supply references from other work not cited in this section as related work.

2. *Proposed Staffing and Project Organization:*

This section of the proposal should include the method that will be used to the consultant firm to manage the project as well as identify and commit to key personnel assigned.

- a. Provide education, experience and applicable professional credentials of project staff. Include applicable professional credentials of "key" project staff.
- b. Furnish brief resumes (not more than two pages each) for the proposed Project Manager and other key personnel.
- c. Identify key personnel to perform the work in the specific tacks and include major areas of subcontract work. Included the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment and how long each person has been with the firm.
- d. Include a project organization chart that clearly delineates communication/reporting relationships among the project staff, including subconsultants.
- e. Include a statement that key personnel will be available to the extent proposed for the duration of the project, acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the STA.

3. *Work Plan and Project Understanding:*

The firm shall provide a detailed proposed Scope of Work as part of their submittal and show the consultants understanding of the STA needs and requirements. Firm is to propose a Work Plan for the project segments identified in the Scope of Work.

- a. Describe the approach and work plan for completing the tasks specified in the Scope of Work. The work plan shall be of such detail to demonstrate the firm's ability to accomplish the project objectives and over all schedule.
- b. Outline sequentially the activities that would be undertaken in completing the tasks and specify who in the firm would be performing them.
- c. Furnish a project schedule for each task and subtask in terms of elapsed weeks from the project commencement date.
- d. Identify methods that the firm will use to ensure quality control as well as budget and schedule control for the project.
- e. Identify and special issues or problems that are likely to be encountered during this project and how the consultant firm would propose to address them.
- f. The consultant firm is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or requirements content of the project.

4. *Exceptions/Deviations:*

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from contractual exceptions.

C. *Separate Sealed Cost Proposal:*

Consultant firms are asked to submit only items 1 through 4 above in their proposal. A separate cost proposal shall be submitted in a sealed envelope. This cost proposal shall provide a complete breakdown of hours by classification for each task, and a summary of all costs with a not to exceed amount specified. Additionally STA requests a per unit cost for each type of appraisal or acquisition that can be used to adjust the budget up or down as the number of Appraisals and Acquisitions become known. STA has established a project budget of \$300,000. Please include in your separate sealed cost proposal a transmittal letter that includes a discussion of the adequacy of the available budget. Upon completion of the initial evaluations and interviews (if necessary), the highest ranked firm will be asked to begin negotiations based on both the costs and technical proposals. STA reserves the right to advance to the next ranked firm if negotiations are not successful with the higher ranked firm. Additionally, STA reserves the right to modify the project scope and or services provided if the costs of services exceed the available funding.

D.

E. Disadvantaged Business Enterprise (DBE) Forms:
See Appendix A

F. Submittal of Qualifications:

Eight (8) hard copies and One (1) electronic copy (CD or flash drive) of your proposal are due at the STA offices no later than the time and date specified in Section 5, below. Envelopes or packages containing the proposals should be clearly marked, **“Jepson Parkway Project Right of Way Services.”**

SECTION 5 – SELECTION OF CONSULTANT

The overall process will be to evaluate the technical components of all the proposals completely and independently from the cost component. The proposals will be evaluated and scored on a 100-point total basis using the following criteria:

1. Qualification of the Firm 25%
Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience and technical competence of subcontractors; assessment by client references.
2. Staffing and Project Organization 35%
Qualifications of “Key personnel”, especially the Project Manager including their relevant past experience. Key personnel’s level of involvement in performing past work cited in “Qualification of the Firm” section; adequacy of labor commitment; references from past projects; logic of project organization; concurrence in the restrictions on changes in key personnel; and licensed Project Engineer.
3. Project Understanding and Work Plan 40%
Depth of firm’s understanding of STA’s requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among tasks; ability to meet the project deadline; reasonableness of proposed schedule; utilities of suggested technical or procedural innovations.

If needed, two or more of the firms/teams may be invited to an interview on or about the week of June 18, 2012. The Project Manager and Key Team Members should attend the interview. The evaluation interview panel may include representatives from STA, and other agencies, but the specific composition of the panel will not be revealed prior to the interviews. Costs for travel expenses and proposal preparation shall be borne by the consultants.

SECTION 6- SELECTION PROCESS AND PROJECT SCHEDULE

June 8, 2012	Proposals are due no later than 3:00 PM at the offices of the Solano Transportation STA, One Harbor Center, Suite 130, Suisun City, CA 94585. <i>Late submittals will not be accepted.</i>
Week of June 18, 2012	Tentative panel interview date. STA selects recommended firm.
July 2012	Project commences
August 2013	R/W Certification

If you have any questions regarding this RFP, please contact:

Alan Glen
Project Manager
Phone (916) 368-9181
alang@quincyeng.com

Attachment A

DBE REQUIREMENTS

Please note that the attached DBE forms, must be filled out and included in an appendix of your firm's proposal. The project-specific UDBE goal for this project is 5%. Firms whose proposals fail to meet the established DBE goal must demonstrate in writing what efforts they have made to locate DBE firms. The STA has the right to deem a proposal as non-responsive if this participation goal has not been met, and documentation demonstrating a good faith effort is judged inadequate. Guidelines for determining good faith efforts are available from the STA.

Exhibit 10-I	Notice to proposers Disadvantage Business Enterprise Information
Exhibit 10-J	Standard Agreement for Subcontractor/DBE Participation
Exhibit 10-O1	Local Agency Proposer UDBE Commitment
Exhibit 10-O2	Local Agency Proposer DBE Information
Exhibit 15-H	UDBE Information – Good Faith Efforts

EXHIBIT 10-I Notice to Proposers Disadvantaged Business Enterprise Information

(DATE)

**NOTICE TO PROPOSERS
DISADVANTAGED BUSINESS ENTERPRISE
INFORMATION**

The Agency has established an Underutilized DBE goal for this Agreement of 5.5%.

OR

The Agency has not established an Underutilized goal for this Agreement. However, proposer are encouraged to obtain DBE participation for this Agreement.

1. TERMS AS USED IN THIS DOCUMENT

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Part 26.5, Code of Federal Regulations (CFR).
- The term “Underutilized Disadvantaged Business Enterprise” or “UDBE” is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:
 - Black American
 - Asian-Pacific American
 - Native American
 - Women
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

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

3. SUBMISSION OF UDBE AND DBE INFORMATION

If there is a UDBE goal on the contract, a “Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract)” (Exhibit 10-O1) form shall be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet

the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. Only UDBE participation will be counted towards the contract goal; however, all DBE participation shall be collected and reported.

A “Local Agency Proposer -DBE –Information (Consultant Contract)” (Exhibit 10-O2) form shall be completed and submitted with the executed contract. The purpose of the form is to collect all UDBE and DBE commitment data required under 49 CFR 26. For contracts with no goals, this form collects information on all DBEs, including UDBEs. Even if no DBE participation will be reported, the successful bidder must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

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

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, subcontractor, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A UDBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 1. The proposer is a UDBE and will meet the goal by performing work with its own forces.
 2. The proposer will meet the goal through work performed by UDBE subconsultants, subconsultants, suppliers or trucking companies.
 3. The proposer made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55; that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The (prime consultant) shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Agreement toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP.
- B. Access the CUCP database from the Department of Transportation, Civil Rights, Business Enterprise Program website at: <http://www.dot.ca.gov/hq/bep/>.
 - Click on the link in the left menu titled Find a Certified Firm

- Click on [Query Form](#) link, located in the first sentence
- Click on [Certified DBE's \(UCP\)](#) located on the first line in the center of the page
- Click on [Click To Access DBE Query Form](#)
- Searches can be performed by one or more criteria
- Follow instructions on the screen
- “Start Search,” “Requery,” “Civil Rights Home,” and “Caltrans Home” links are located at the bottom of the query form

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS DBE CREDIT, AND IF A DBE IS ALSO A UDBE, PURCHASES WILL COUNT TOWARDS THE UDBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count one hundred percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises, the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count sixty percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not an ad hoc or Agreement-by -Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not UDBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

7. FOR DBE TRUCKING COMPANIES: CREDIT FOR DBES WILL COUNT TOWARDS DBE CREDIT, AND IF A DBE IS A UDBE, CREDIT WILL COUNT TOWARDS THE UDBE GOAL, UNDER THE FOLLOWING CONDITIONS:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular Agreement, and there cannot be a contrived arrangement for the purpose of meeting the UDBE goal.
- B. The DBE must itself own and operate at least one fully licensed, insured and operational truck used on the Agreement.

- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.
- D. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this Section D, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

Exhibit 10-J Standard Agreement for Subcontractor/DBE Participation**1. Subcontractors**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Agency and any subcontractors, and no subcontract shall relieve the Contractor of his/her responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the Agency for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Agency's obligation to make payments to the Contractor.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the Agency.
- D. Any substitution of subcontractors must be approved in writing by the Agency's Contract Manager in advance of assigning work to a substitute subcontractor.

2. Disadvantaged Business Enterprise (DBE) Participation

- A. This Agreement is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." Proposers who obtain DBE participation on this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.
- B. If the contract has an underutilized DBE (UDBE) goal, the Consultant must meet the UDBE goal by committing UDBE participation or document a good faith effort to meet the goal. If a UDBE subconsultant is unable to perform, the Consultant must make a good faith effort to replace him/her with another UDBE subconsultant, if the goal is not otherwise met. A UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups: African Americans, Native Americans, Asian-Pacific Americans, or Women.
- C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the performance of agreements financed in whole or in part with federal funds. The Consultant, sub-recipient or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of US DOT- assisted agreements. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

3. Performance of DBE Consultant and other DBE Subconsultants/Suppliers

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.

4. Prompt Payment of Funds Withheld to Subcontractors

(STA adopts Policy B.)

- A. No retainage will be withheld by the Agency from progress payments due the prime contractor. Retainage by the prime consultant or subconsultants is prohibited, and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime consultant or subconsultants to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant or deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultants and subconsultants.
- B. No retainage will be held by the Agency from progress payments due the prime consultant. Any retainage held by the prime consultant or subconsultants from progress payments due subconsultants shall be promptly paid in full to subconsultants within 30 days after the subconsultant's work is satisfactorily completed. Federal law (49 CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the Agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime consultant and subconsultants.**

- C. The Agency shall hold retainage from the prime consultant and shall make prompt and regular incremental acceptances of portions, as determined by the Agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime consultant, or subconsultant, shall return all monies withheld in retention from a subconsultant within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49 CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subconsultant performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime consultant and subconsultants.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

5. DBE Records

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- B. Upon completion of the Agreement, a summary of these records shall be prepared and submitted on the form entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subcontractors," CEM-2402F (Exhibit 17-F, Chapter 17, of the LAPM), certified correct by the Consultant or the Consultant's authorized representative and shall be furnished to the Contract Manager with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the form is submitted. The amount will be returned to the Consultant when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" is submitted to the Contract Manager.
- 1) Prior to the fifteenth of each month, the Consultant shall submit documentation to the Agency's Contract Manager showing the amount paid to DBE trucking companies. The Consultant shall also obtain and submit documentation to the Agency's Contract Manager showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, the Consultant may count only the fee or commission the DBE receives as a result of the lease arrangement.
 - 2) The Consultant shall also submit to the Agency's Contract Manager documentation showing the truck number, name of owner, California Highway Patrol CA number, and if applicable, the DBE certification number of the truck owner for all trucks used during that month. This documentation shall be submitted on the Caltrans "Monthly DBE Trucking Verification, CEM-2404(F) form provided to the Consultant by the Agency's Contract Manager.

6. DBE Certification and Decertification Status

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant shall notify the Consultant in writing with the date of certification. Any changes should be reported to the Agency's Contract Manager within 30 days

Materials or supplies purchased from DBEs will count towards DBE credit, and if a DBE is also a UDBE, purchases will count towards the UDBE goal under the following conditions:

- A. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

(Add the following to contracts which require trucking)

For DBE trucking companies: credit for DBEs will count towards DBE credit, and if a DBE is also a UDBE, credit will count towards the UDBE goal under the following conditions:

- A. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible.
- B. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the Agreement.
- C. The DBE receives credit for the total value of the transportation services it provides on the Agreement using trucks it owns, insures, and operates using drivers it employs.

- D. The DBE may lease trucks from another DBE firm including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Agreement.
- E. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by the DBE.
- F. For the purposes of this section, a lease must indicate that the DBE has exclusive use and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, as long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

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**INSTRUCTIONS - LOCAL AGENCY BIDDER- UDBE COMMITMENT
(CONSULTANT CONTRACTS) (Revised 03/09)**

ALL PROPOSERS:

PLEASE NOTE: It is the proposer's responsibility to verify that the UDBE(s) falls into one of the following groups in order to count towards the UDBE contract goal: 1) Black American; 2) Asian-Pacific American; 3) Native American; 4) Women. This information shall be submitted with your proposal. Failure to submit the required UDBE commitment will be grounds for finding the proposal nonresponsive

UDBE is a firm meeting the definition of a DBE as specified in 49 CFR and is one of the following groups:

1. Black American
2. Asian-Pacific American
3. Native American
4. Women

The form requires specific information regarding the consultant contract: Agency, Location, Project Descriptions, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, Proposer's Name, and Contract Goal.

The form has a column for the Work Item Number (or Item No's) and Description or Services to be Subcontracted to UDBEs. The UDBE should provide a certification number to the Consultant. Notify the Consultant in writing with the date of the decertification if their status should change during the course of the contract. The form has a column for the Names of certified UDBEs to perform the work (must be certified on the date proposals are received and include UDBE address and phone number). Enter the UDBE prime consultant and subconsultant certification numbers. Prime consultants shall indicate all work to be performed by UDBEs including, if the prime consultant is a UDBE, work performed by its own forces.

There is a column for the total UDBE percentage. Enter the Total Claimed UDBE Participation percentage of items of work submitted with the proposal pursuant to the Special Provisions. (If 100% of item is not to be performed or furnished by the UDBE, describe exact portion of time to be performed or furnished by the UDBE.) See Notice to Bidders/Proposers Disadvantaged Business Enterprise Information to determine how to count the participation of UDBE firms. Note: If the proposer has not met the contract goal, the local agency must evaluate the proposer's good faith efforts to meet the goal in order to be considered for award of the contract.

Exhibit 10-O (1) must be signed and dated by the consultant proposing. Also list a phone number in the space provided and print the name of the person to contact.

For the Success Proposer only, local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of award. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

**INSTRUCTIONS - LOCAL AGENCY BIDDER DBE INFORMATION
(CONSULTANT CONTRACTS) (Revised 03/09)**

SUCCESSFUL PROPOSER:

The form requires specific information regarding the consultant contract: Agency, Location, Project Description, Federal Aid Project Number (assigned by Caltrans-Local Assistance), Proposal Date, and Successful Proposer's Name.

The form has a column for the Description or Services to be Subcontracted by DBEs. The DBE should provide a certification number to the prime consultant. The form has a column for the Names of DBE certified consultants to perform the work (must be certified on the date the proposal is received and include DBE address and phone number). Enter DBE prime consultant's and subconsultants' certification numbers. The prime consultant shall indicate all work to be performed by DBEs including, if the prime consultant is a DBE, work performed by its own forces.

Enter the Total Claimed DBE Participation percentage of items of work in the total DBE Dollar Amount column. (If 100% of item is not to be performed by the DBE, describe the exact portion of time to be performed by the DBE.) See Notice to Proposers/Bidders Disadvantaged Business Enterprise Information to determine how to count the participation of DBE firms.

Exhibit 10-O (2) must be signed and dated by the successful proposer at contract execution. Also list a phone number in the space provided and print the name of the person to contact.

For the successful proposer, Local agencies should complete the Contract Award Date and Federal Share fields and verify that all information is complete and accurate before signing and sending a copy of the form to the District Local Assistance Engineer within 15 days of contract execution. Failure to submit a completed and accurate form within the 15-day time period may result in the de-obligation of funds on this project.

District DBE Coordinator should verify that all information is complete and accurate. Once the information has been verified, the **District Local Assistance Engineer** signs and dates the form.

EXHIBIT 15-H UDBE INFORMATION—GOOD FAITH EFFORTS

Federal-aid Project No. _____ Bid Opening Date _____

The _____ (City/County of) _____ established an Under-utilized Disadvantaged Business Enterprise (UDBE) goal of _____% for this project. The information provided herein shows that a good faith effort was made.

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

Submittal of only the “Local Agency Bidder – UDBE Commitment” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following items are listed in the Section entitled “Submission of UDBE Commitment” of the Special Provisions:

- A. The names and dates of each publication in which a request for UDBE participation for this project was placed by the bidder (please attach copies of advertisements or proofs of publication):

Publications	Dates of Advertisement

- B. The names and dates of written notices sent to certified UDBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the UDBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of UDBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates

- C. The items of work which the bidder made available to UDBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate UDBE

participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate UDBE participation was made available to UDBE firms.

Items of Work	Bidder Normally Performs Item (Y/N)	Breakdown of Items	Amount (\$)	Percentage Of Contract

D. The names, addresses and phone numbers of rejected UDBE firms, the reasons for the bidder's rejection of the UDBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each UDBE if the selected firm is not a UDBE:

Names, addresses and phone numbers of rejected UDBEs and the reasons for the bidder's rejection of the UDBEs:

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

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

F. Efforts made to assist interested UDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the UDBE subcontractor purchases or leases from the prime contractor or its affiliate:

G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using UDBE firms (please attach copies of requests to agencies and any responses received, i.e., lists, Internet page download, etc.):

Name of Agency/Organization	Method/Date of Contact	Results
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H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

NOTE: USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.