



# **Tuolumne County Transportation Council**

## **Request for Proposals**

### **Interregional Bicycle Tourism Plan**

**Proposal Submission Deadline: 3:00 p.m. January 17, 2020**

Tuolumne County Transportation Council  
975 Morning Star Dr. Suite A  
Sonora, CA 95370

November 20, 2019



# TUOLUMNE COUNTY TRANSPORTATION COUNCIL

## **Request for Proposals (RFP)** **Interregional Bicycle Tourism Plan** **Issued: November 20, 2019**

### **Notice**

The Tuolumne County Transportation Council (TCTC) desires to hire a consultant to develop an Interregional Bicycle Tourism Plan. The goal of this project is to promote safe multimodal travel in our region and improve and promote bicycle tourism for economic development with an emphasis on improving disadvantaged, low income Rural Communities and Small Cities.

### **Background**

The Tuolumne County Transportation Council (TCTC) will be the lead applicant and project manager for the Interregional Bicycle Tourism Plan. The TCTC is collaborating and partnering with four other RTPA's/MPO's and a statewide nonprofit, in creating an interregional bicycle tourism plan. The Regional Transportation Planning Agency/Metropolitan Transportation Organization (RTPA/MPO) sub-applicants are: Calaveras Council of Governments (CCOG), San Joaquin Council of Governments (SJCOG), Stanislaus Council of Governments (StanCOG), and Alpine County Local Transportation Commission (ACLTC). Our non-profit partner is the California Bicycle Coalition Education Fund (Cal Bike).

The Cal Bike has already been hired to deliver select task project deliverables as approved by Caltrans in the Grant application. Cal Bike's expertise on bicycling, bicycle tourism, and accessible, equitable bike planning make it an invaluable partner in this project.

Caltrans District 10, Alpine County, Calaveras COG, StanCOG, SJCOG, and Tuolumne County Transportation Council have engaged in previous active transportation planning studies and these efforts should serve as the backbone of this planning effort. These documents will help create a baseline for existing conditions, detail on community outreach activity and the desired projects that resulted from these planning processes.

- Caltrans District 10's Active Transportation Plan - Ongoing – Consultant will need to work closely with District 10 to ensure that we are not duplicating efforts with the District's Active Transportation Plan, but rather assisting the District in prioritizing projects.

- 2020 Angels Camp North Main St/SR 49 Complete Streets Corridor Plan & Pedestrian Connector
- 2017 Angels Camp Main Street Plan
- 2016 Angels Camp SR 4/49 Gateway Corridor Study
- 2015 Calaveras County Regional Bicycle, Pedestrian and Safe Routes to Schools Plan
- 2019 Murphy's SR 4 Complete Streets Study
- Pope Street Class 1 Facility and Safe Routes Gap Fill Plan
- San Andreas SR 49 Gateway Corridor Study
- Valley Springs Complete Streets Capital Infrastructure Plan & Project Prioritization
- Arnold Mobility Plan
- City of Angels 2020 General Plan and Circulation Element
- County of Calaveras General Plan and Circulation Element
- 2017 Calaveras Regional Transportation Plan
- Walk and Bike Calaveras Website [www.walkandbikecalaveras.org](http://www.walkandbikecalaveras.org)
- SJCOG's 2018 Regional Transportation Plan / Sustainable Communities Strategy
- SJCOG Regional Bicycle, Pedestrian, and Safe Routes to School Master Plan (2012)
- City of Lodi Bicycle Master Plan (2012)
- City of Stockton Bicycle Master Plan (2017)
- City of Manteca Active Transportation Plan (in progress)
- San Joaquin County Bicycle Master Plan Update (in progress)
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- StanCOG 2018 Regional Transportation Plan/Sustainable Communities Strategies
- Stanislaus County General Plan – Circulation Element
- 2013 StanCOG Non-Motorized Transportation Plan
- 2019/2020 StanCOG Non-Motorized Transportation Plan (in progress)
- 
- Tuolumne County Bikeways and Trails Plan
- Groveland Active Transportation and Circulation Plan
- Columbia Circulation Improvement Plan
- Tuolumne County ATP applications (Sonora, Groveland, Jamestown, Columbia, Tuolumne)
- Tuolumne Active Transportation Plan (in progress)
- SR 49 Jamestown to Columbia Complete Streets Plan (planning project, in-progress)
- TCTC's Regional Transportation Plan (2017)
- Vision Sonora Plan
- City of Sonora General Plan and Circulation Element
- Tuolumne County Transportation Element and Community Plans as identified in the 2018 General Plan

**Objectives**

The Bicycle Tourism Plan will identify and analyze priority routes for enhancing bicycle tourism along rural and scenic state highways and local roads, with an eye to improving travel conditions for all modes. The consultant will deliver a final report and list of recommendations for priority improvements based on a planning process that includes community outreach to diverse area residents, including business and property owners, travel bureaus, local policy makers, bike shops and bicycle clubs, and other stakeholders. The consultant will also identify strategies for promoting the region's bicycle tourism opportunities and encouraging economic development around tourism.

- Create comprehensive plan for improving bicycle tourism opportunities in these five counties, focusing on scenic and rural state highways and local roads.
- Focus on improving and benefiting disadvantaged, low income Rural Communities and Small Cities and focus on the rural and scenic roads that connect communities.
- Identify opportunities for infrastructure improvements, such as shoulder widening, rumble strip installation, sight visibility improvements, and signage, to benefit all road users—including bicycle tourists as well as local residents.
- Promote bicycle tourism as a tool to improve local economic development in Alpine, Calaveras, San Joaquin, Stanislaus, and Tuolumne Counties.
- Increase bicycling and walking among residents of these five counties.
- Promote multimodal safety and expanded travel options for area residents.
- Reduce rates of injury and fatality from traffic collisions.
- Improve public health by increasing rates of active transportation, leading to lower rates of obesity and overweight as well as the diseases of inactivity (diabetes and cardiovascular disease).
- Reduce greenhouse gas (GHG) emissions through increased bicycling and walking and reduced VMT.
- Improve air quality and decrease pollution through increased bicycling and walking and reduced VMT.
- Create a more sustainable transportation system in these five counties by promoting bicycling and reducing VMT.

**Project Scope of Work**

The main deliverable for this RFP is an Interregional Bicycle Tourism Plan report for the five County region which promotes bicycle tourism for economic development. The final document should identify projects, both short and long term, along with a prioritized list of projects which will compete best for State and Federal funds.

## **TASK 1. Project Steering Committee/Meetings**

### **Task 1.1 Project Kick-Off Meeting**

The TCTC will hold a kick-off meeting with the consultant at the Steering Committee Meeting to discuss grant procedures and project expectations, project activities and outreach including invoicing, quarterly reporting, and all other relevant project information. At the kick-off meeting we will finalize the bicycle routes that will be studied in the Bicycle Tourism Plan.

### **Task 1.2 - Project Meetings**

The Consultant will meet at least monthly for check-in meetings with TCTC staff and Cal Bike staff for project team updates to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget.

### **Task 1.3 Lead Steering Committee**

The Consultant will lead the in-person Steering Committee Meetings which is made up of the RTPA partners/co-applicants and a representative from District 10 Rural Planning staff. The Steering Committee will meet on a quarterly basis.

<b>Task</b>	<b>Deliverable</b>
<i>1.1</i>	<i>One Kick-off Meeting – Meeting Summary.</i>
<i>1.2</i>	<i>Monthly Project Meetings – Meeting Summaries.</i>
<i>1.3</i>	<i>Leading - Quarterly in-person Steering Committee Meetings – Meeting Summaries.</i>

## **TASK 2. ANALYZE EXISTING CONDITIONS**

The Steering Committee will identify rural and scenic bicycle routes in all participating counties with the Consultant's assistance and input. These Rural and Scenic Routes will include state highways and local road networks, most appropriate for inclusion in a bicycle tourism study. The Steering Committee with the Consultants assistance and input will determine study boundaries for the bicycling routes.

### **Task 2.1 Finalize Bicycle Routes Study**

The Consultant will examine the following scenic and rural state highway corridors in these five counties, including on and off the state highways proper. The Consultant will focus on the portions of the routes that are already frequented by bicyclists or that could be excellent routes for bicycle tourists either because they are scenic, or because they connect destinations between communities that are rural and scenic that would be appealing to bicycle tourists and that would benefit from bicycle tourism. The Consultant along with the Steering Committee will work with Caltrans District 10 to use Caltrans existing resources (as much as possible) on the gathering existing bicycling conditions of these State highway corridors.

- SR 12/SR 26 – San Joaquin, Calaveras
- SR 4 - San Joaquin, Calaveras, Alpine
- SR 49 – Calaveras, Tuolumne
- SR 120 – San Joaquin, Stanislaus, Tuolumne
- SR 89 - Alpine
- SR 88 – San Joaquin, Alpine
- SR 108 – Stanislaus, Tuolumne
- SR 132 – San Joaquin, Stanislaus, Tuolumne
- SR 130/Del Puerto Canyon Road – Stanislaus

The Consultant will examine rural bicycling routes located along the local road network focusing on the rural scenic routes which connect to communities. The Consultant will also assess if we need to study any other rural scenic State Highway corridors not included in the list above.

- Local roadways (TBD)
- Other State Highways if needed (TBD)

The Consultant will assess which scenic and rural bicycling routes will benefit the Rural Communities and Small Cities. The Consultant will look at existing popular and scenic routes and preferred destinations, prioritizing those routes that offer a benefit for active transportation options for residents and rural communities. The Consultant will take into consideration the economic impact of routes, prioritizing, where possible, encouraging bicycle tourists to travel through Rural Communities and Small Cities. The Consultant will create a study corridor maps after the initial community outreach (in Task 3, below).

### **Task 2.2 Draft and Final Existing Conditions Report**

Once the Steering Committee has identified priority bicycling routes, the Consultant will analyze existing conditions along the bicycling routes, with an eye to improving routes for all travel modes.

The Consultant will submit an Existing Conditions Report which will include an overview of the existing bicycling transportation infrastructure conditions through the region focusing on rural scenic bicycling routes that benefit disadvantaged, low income Rural Communities and Small Cities. The Consultant will provide a draft and final report of the existing conditions including research, maps, data collection, and organization of the project information which may include but is not limited to:

1. Regional profile and demographics;
2. Existing bicycling & pedestrian infrastructure needs assessment including a bicycle gap and shortcoming analysis;

3. Safety Study – will review, evaluate, and analyze pedestrian and bicycling safety and accident data at only select locations.
4. An analysis of relevant studies: reports, plans, planning area characteristics, and any other relative documentation and information;
5. Existing transportation facilities;
6. Existing active transportation, scenic rural county routes and destinations;
7. Existing low-income communities.
8. Pavement Conditions Index for these State highways and roads.
9. Identifying key local roadways that are not currently paved but if paved could contribute to closing gaps in the bicycle network.

Task	Deliverable
2.1	<i>Finalize Bicycle Route Study</i>
2.2	<i>Draft &amp; Final Existing Conditions Report</i>

### TASK 3. Public Participation

The Consultant will be attending and participating in at least five Community Outreach Meetings once there are project deliverables to present such as the existing conditions, identifying key improvements, and/or the Draft Bicycle Tourism Plan. The Consultant will need to coordinate with Cal Bike and TCTC on these public outreach efforts. Cal Bike will be responsible for leading, scheduling, and organizing the stakeholder meetings, public workshops, and producing a public participation report.

#### Task 3.3 Community Outreach Workshops and Stakeholder Meetings

The Targeted Community Outreach Plans will have more detail on the types of involvement efforts the consultant will need to participate in. The Consultant's participation in the Outreach Process will be focused on presenting solutions and projects to the community. The consultant should use the community input generated from the workshops and meetings to help identify priority improvements in Task 4 and Task 6.

The Consultant will be responsible for gathering the public input from the participation report and inserting into the Final Tourism Plan. The consultant will be responsible for attending and participating in at least five (5) in person Community Outreach workshops/public events/Stakeholder Meetings.

Task	Deliverable
3.3	<i>Attendance and participation in at least five Community Outreach Workshops/public events/Stakeholder Meetings.</i>

Please note, we have italicized Cal Bike's tasks below to help notify the consultant of what information is needed for the Final Report and to inform the consultant on the overall tasks needed to complete the Bicycle Tourism Plan.

***Task 3.1 Target Community Outreach Plan – Cal Bike Responsibility***

*Cal Bike will create and implement a customized community engagement plan for each county, depending upon each county's demographics and each RTPA's experience with community engagement around their transportation planning efforts.*

*Since receiving community input can be difficult for our region especially for small cities and rural regions, we might deploy non-traditional means of public outreach. The Final Community Outreach Plan will include the specific tactics and methods. Some examples of potential Community Outreach Workshops and Stakeholder Meetings include:*

- *Public Workshops;*
- *Public events such as: cultural festivals, open street events, sporting events, church events, and special events.*
- *One on one small group stakeholder meetings with community organizations such as: bicycle clubs, advocacy groups, chambers of commerce, business community, visitor's bureau, and local policymakers.*

***Task 3.2 Create Outreach Materials – Cal Bike Responsibility***

*Cal Bike will create posters, social media assets, and website with an online survey.*

**TASK 4. IDENTIFY KEY IMPROVEMENTS**

As part of the Final Report, these additional deliverables will be included as sub-chapters.

**Task 4.1 - Identify and Prioritize Projects**

The Consultant will work with the TCTC, and the Steering Committee to help evaluate and prioritize the highest priority projects with public input. The highest priority projects will move forward to Task 4.2 and 4.3. The Consultant will create list of recommended priority improvements and regional maps. Suggested improvements may include shoulder widening, traffic signage, rumble strip application, and etc.

**Task 4.2 - Conceptual Designs and Renderings of Projects**

The Consultant will produce conceptual designs and renderings that will provide a better understanding of what future capital improvements might look like for each region.

### Task 4.3 - Planning Level Cost Estimates of Projects

The Consultant will produce planning level cost estimates for the proposed capital improvement projects recommended in the Bicycling Tourism Plan. These cost estimates are based on the conceptual designs provided in this Plan and provide a general idea of cost associated with each improvement for each region.

Task	Deliverable
4.1	<i>Identify and Prioritize Projects</i>
4.2	<i>Conceptual Designs and Rendering of Projects</i>
4.3	<i>Planning Level Cost Estimates of Projects</i>

### TASK 5. Bicycle Tourism

The Consultant is responsible for Task 5.2 Quantify Bicycle Tourism to the Region. Cal Bike will be responsible for Task 5.1, 5.3, 5.4, and 5.5. Cal Bike will need the information from Task 5.2 to incorporate into the Draft Bicycle Tourism Report, Task 5.5. The Consultant will be responsible for incorporating the Draft Bicycle Tourism Report information from Task 5.5 into the Final Bicycle Tourism Report Task 6.

### Task 5.2 Quantify Value of Bicycle Tourism to the Region

The Consultant will produce this project deliverable by analyzing the value and potential value of bicycle tourism to the participating counties. The Consultant will estimate how much bicycle tourism currently adds to the local economies of the participating counties and will analyze the potential for bicycle tourism to expand and add additional value to the local economies, if the infrastructure could more safely accommodate bicycles, and if an effective marketing strategy and other non-infrastructure measures were implemented. The Consultant will produce a report on the current value of bicycle tourism to the region, and on the potential for growth in bicycle tourism if infrastructure improvements and a high-quality tourism promotion strategy were implemented.

Task	Deliverable
5.2	<i>Admin Draft, Public Draft, &amp; Final - Quantify Value of Bicycle Tourism to the Region Report</i>

Please note, we have italicized Cal Bike's tasks below to help notify the consultant of what information is needed for the Final Report and to inform the consultant on the overall tasks needed to complete the Bicycle Tourism Plan.

### Task 5.1 Survey Best Practices for Bicycle Tourism Promotion – **Cal Bike Responsibility**

*The California Bicycle Coalition Education Fund will produce this project deliverable by surveying existing literature on best practices of what's been done in California, including along Highway 1 and in other Caltrans*

*Districts, by local governments and businesses that will support economically beneficial bicycle tourism.*

**Task 5.3 Analyze Impediments to Bicycle Tourism - *Cal Bike Responsibility***

*The California Bicycle Coalition Education Fund will produce this project deliverable by analyzing each of the local region and see if any impediments to promoting bicycle tourism exist if so create a set of recommendations on changes and solutions to improve bicycle tourism.*

**Task 5.4 Rumble Strip and Bicycle Signage Guidance - *Cal Bike Responsibility***

*The California Bicycle Coalition Education Fund will produce this project deliverable by creating a general guidance to rumble strip application and bicycle signage to ensure maximal safety for bicyclists and motorists.*

**Task 5.5 Promote Value of Tourism - *Cal Bike Responsibility***

*The California Bicycle Coalition Education Fund will produce this project deliverable while collaborating with the TCTC and the Steering Committee. This Draft Report will promote the value of tourism to businesses and residents in the region, creating and distributing a Bicycle Tourism Toolkit and Draft Bicycle Tourism Report with educational materials and a website highlighting how local businesses and governments can take advantage of bicycle tourism to generate revenue and support the local economy.*

**TASK 6. FINAL REPORT**

The Consultant will create a final bicycle tourism plan and project report compiling all the findings from each preceding task, as a resource for all co-applicant RTPAs, and the Consultant will present this report to each agency board.

**Task 6.1 Goals, Objectives, and Outcomes Chapter**

The Consultant will work with the Steering Committee to determine the project's goals, objectives, and final outcomes for the project. This first project deliverable will help the Steering Committee determine the limits of the (State Highway corridor and local road) bicycle study. This will coincide with the start of Task 2.1 (Finalize Bicycle Routes Study)

**Task 6.2 Draft and Final Report**

The Consultant will compile data, recommendations, and priorities from all preceding tasks into a final document which may include but is not limited to:

- **Chapter 1: Executive Summary**

This chapter will review the important facts and findings from the Plan.

- **Chapter 2: Introduction**

This chapter will review the demographics, project location boundaries and all relevant studies and reports that pertain to the project.

- **Chapter 3: Goals, Objectives, and Outcomes**

This chapter will create goals, objectives, and outcomes for the Plan from Task 6.1.

- **Chapter 4: Existing Conditions of Bicycling Tourism Routes:**

This chapter will review the existing patterns and evaluate projected circulation patterns and future planned capital improvement projects along the State Highway system. The chapter will define complete streets alignments and configurations. This chapter will assess the identified Corridor Plan limits, with infrastructure needs that include potential short term versus long term capital improvement projects. This information should come from Task 2.

- **Chapter 5: Prioritized Bicycling Tourism Routes Projects:**

The final project deliverables from Task 4 should be included in this chapter.

- **Chapter 6: Bicycle Tourism Promotion:** The final project deliverables from Task 5 should be included as a final report. This chapter will include information from Cal Bike’s Bicycle Tourism portion of the Project.

- 5.1 – (Report on Bicycle Tourism Best Practices and Case Studies) – Cal Bike
- 5.2 - **Quantify Value of Bicycle Tourism to the Region – Consultant**
- 5.3 – (Report on Bicycle Tourism Impediments and Solutions) – Cal Bike
- 5.4 – (Report on Rumble Strip & bicycle Signage Guidance) – Cal Bike
- 5.5 – (Bicycle Tourism Toolkits, brochures, website, Draft & Final Report on Bicycle Tourism) – Cal Bike

- **Chapter 7: Finance and Implementation Plan**

This chapter will review potential funding sources for projects and include an investment strategy that includes short- and long-term improvement projects. The Consultant will discuss a variety of potential funding sources that the region could pursue to fund projects.

The Consultant will be responsible for the printing of 25 hard copies of the Draft Plan and printing 25 hard copies of the Final Bicycle Tourism Plans.

**Task 6.3 Present Report to all five RTPA boards.**

The Consultant will present the draft reports to all five RTPAs involved in this project including Alpine County LTC, CCOG, StanCOG, SJCOG, and TCTC.

Task	Deliverable
6.1	<i>Draft &amp; Final Goals, Objectives, and Outcomes Chapter</i>
6.2	<i>Admin Draft, Public Draft, &amp; Final Interregional Bicycle Tourism Plan Printing of Draft &amp; Final Plans.</i>
6.3	<i>Presentations at five RTPA boards – Alpine County LTC, CCOG, SJCOG, StanCOG, and TCTC. Five PowerPoint Presentations</i>

### **Timeline for Completion of Plan**

The timeline for completion of the Bicycle Tourism Plan must be completed by the latest February 1, 2021.

### **Budget for Project**

The maximum budget for this Bicycle Tourism Plan project is \$200,000.

### **RFP Schedule**

1.	Request for Proposals released	November 20, 2019
2.	Last day to submit written questions on RFP	December 6, 2019
3.	Responses to questions posted on website	December 11, 2019
4.	<b>Deadline to submit RFP</b>	<b>January 17, 2020</b>
5.	Finalist Interviews (if necessary)	February 3-7, 2020
6.	Notice of Award/Non-Award (Tentative)	March 2, 2020
7.	Agreement executed- TCTC Meeting (Tentative)	March 12, 2020

### **Communications**

It is the TCTC's intent to provide the same information to all proposers. Questions will not be answered individually by telephone. Any oral responses to questions are not binding on the TCTC. Prospective proposers may make written inquiries by email to obtain clarification of requirements. The TCTC will post all of the questions received, along with TCTC's written responses, to the TCTC website, <http://tuolumnecountytransportationcouncil.org>.

**It is the responsibility of the proposers to check the TCTC website to review the questions and responses.**

Except for questions that might render the award of the Contract Agreement invalid, the TCTC will not respond to any questions submitted after December 6, 2019. Any communications related to this RFP should be directed to:

Alex Padilla, Project Manager  
 Tuolumne County Transportation Council  
 Email: [apadilla@co.tuolumne.ca.us](mailto:apadilla@co.tuolumne.ca.us)

**DBE Goal 6%**

The Disadvantaged Business Enterprise (DBE) goal for this project is 6%. Consultants need to demonstrate good faith efforts were made in outreach to achieve the DBE goal for the contract by filling out the required information needed in the DBE forms. The consultant should pay close attention to the three exhibits regarding DBE requirements for this project: the “Notice to Proposers DBE Information”; “Consultant Proposal DBE Commitment”; “DBE Information – Good Faith Efforts” which are included into one .pdf document.

**Addenda**

Any changes to the Request for Proposals document will be made by written addendum. Upon issuance, such addenda shall be incorporated in this Request for Proposal document and shall prevail over inconsistent provisions of earlier issued documentation. Addenda will be posted on the TCTC website. **It is the responsibility of the proposers to check the TCTC website for any addenda.** Proposers must certify receipt of the addenda on the appropriate form (see ADDENDA ACKNOWLEDGMENT) to be included and submitted with their qualifications.

**Contents of Qualifications**

Each proposal submittal shall concisely respond to this request for proposals as outlined in the project description. Submittals are limited to 75 pages (front to back acceptable), size 12 font, single spaced with numbered pages. The submittal shall include, but not necessarily be limited to, the following:

1. Consultant’s qualifications, expertise, and past work experience in providing active transportation project planning services to other local and regional agencies.
2. A Project Management Plan with a detailed budget and cost schedule.
3. List of Project Personnel and their duties and qualifications.
4. List of projects similar in nature to the project
5. Proposed Schedule

**Evaluation Criteria**

A Selection Committee, appointed by the TCTC Executive Director, shall review and rate each proposal and, if necessary, conduct an interview with the consultant's project management and key personnel of the most qualified firm(s).

The Selection Committee shall identify the rank of qualifications in a selection order based upon the following criteria:

**Rating Items**

1. Firm's specialized experience, qualifications and technical competence as related to the services required. (25 points possible)
2. Project manager's specialized qualifications and technical experience as related to the services required. (20 points possible)
3. Firm's demonstration of a clear understanding of the services required as evidenced in their written and/or oral statements. (25 points possible)
4. Consultants demonstrate their proposed scope of work, schedule, and budget are consistent with the tasks required in the RFP. (20 points possible)
5. Consultants who can demonstrate past experiencing working on interregional or regional bicycle plans. (10 points possible)

**Consultant Selection**

Upon completion of the rating of the consultant firms, the Executive Director may negotiate a draft agreement with the top-ranked consultant. The goal of negotiation is to agree on a final agreement that will deliver the services or products required based on the professional qualifications of the selected firm.

If an agreement cannot be reached with the consultant recommended by the Selection Committee, the Selection Committee may be asked to make additional recommendations.

Upon attainment of a draft agreement, the draft agreement will be forwarded internally within the TCTC for review of content prior to final approval and execution by the TCTC Board.

The TCTC hereby notifies all proposers that it will affirmatively ensure that in regard to any agreement(s) entered into pursuant to this RFP, disadvantaged business enterprises will be afforded full opportunity to submit qualifications in response to this invitation, and that proposers will not be discriminated against on the grounds of race, religion, creed, medical condition, color, marital status, ancestry, gender, age, national origin or physical or mental disability in consideration for award. In addition, the TCTC requires that any consultant hired by the TCTC to perform any work activity does not discriminate against any employee or applicant for employment because of race, religion, creed, medical condition, color, marital status, ancestry, sex, age, national origin or disability. The consultant shall comply with Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, as amended from time to time.

The TCTC retains the right to withdraw this Request for Proposals at any time, without prior notice, to reject any or all proposals submitted, and/or to waive any irregularities or informalities in the RFP procedure.

**Fee and Method of Payment**

The TCTC will pay the consultant on a percent completed expense basis at the rates set forth in the agreement. Progress payments will be made no more frequently than at monthly intervals. Payment will be

made only on submitted claims describing work completed prior to the close of the billing period and approved by the Executive Director. Progress payments will be limited to the budget for the tasks completed. Payment for work completed can be expected within 30 days of invoice receipt and verification of work performed.

**Agreement for Professional Consulting Services**

This Request for Proposals does not obligate the Tuolumne County Transportation Council to award a Contract Agreement, nor does it commit the TCTC to pay for any costs associated with the preparation and submittal of proposals.

A draft copy of the Contract Agreement to be executed between the parties follows as Exhibit A to this RFP. It is imperative that the prospective consultants familiarize themselves with each of the provisions contained in the Agreement form prior to preparing and submitting their qualifications. **If substantial revisions to the Agreement will be proposed by the consultant, these items/issues should be clearly specified in the proposal.**

**Insurance Requirements**

The successful consultant will be required to maintain, throughout the term of the agreement work, insurance of the type and amount indicated in Exhibit A.

**Submission & Deadline**

All submittals and accompanying materials shall become the property of the Tuolumne County Transportation Council upon submittal. Proposal submittals must be received and date stamped at the Tuolumne County Transportation Council office no later than **3:00 p.m. on Friday, January 17, 2020**. Please include twelve (12) hard-copies of each proposal along with one (1) electronic copy, clearly marked "Interregional Bicycle Tourism Plan" and delivered to:

Tuolumne County Transportation Council  
Attn: Alex Padilla, Project Manager  
975 Morning Star Drive Suite A  
Sonora, CA 95370

The consultant's name and return address must also appear on the envelope.

Submittals will be received only at the address shown above and must be received by the time indicated. It is the sole responsibility of the consultant to send or deliver its proposal submittal so that it is received by the time and date required, regardless of postmark. Any submittal received after said time and/or date or at a place other than the stated address will not be accepted. No e-mailed or facsimile qualifications submittals will be considered. The TCTC time stamp shall be considered the official timepiece for the purpose of establishing the actual receipt of submittals.

**Protest/Appeal Process**

The following procedure is provided in the event that a proposer wishes to protest the RFP process or appeal the recommendation to award a contract for RFP once the Notices of Award/Non-Award have been issued.

- Any protest must be submitted in writing to Tuolumne County Transportation Council, 975 Morning Star Drive Suite A. Sonora, CA 95370, Attention: Darin Grossi or [dgrossi@co.tuolumne.ca.us](mailto:dgrossi@co.tuolumne.ca.us)
- The protest must be submitted before 4 p.m. of the tenth (10th) business day following the date of the Notice of Award.
- The protest must contain a complete statement of the basis for the protest. The protest must include the name, address, telephone number and e-mail address of the person representing the protesting party.
- The procedure and time limits are mandatory and are the proposer's sole and exclusive remedy in the event of a bid protest.

Proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings. Upon receipt of written protest/appeal, the TCTC Executive Director will review and provide an opportunity to settle the protest/appeal by mutual agreement, will schedule a meeting to discuss or issue a written response to advise of an appeal/protest decision within five (5) business days of receipt of the appeal/protest.

**Public Records Access**

Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the TCTC agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public. All information regarding the proposals will be held as confidential until such time as the Selection Committee has completed its evaluation and, or if, contract negotiations are complete.

**ADDENDA ACKNOWLEDGMENT**

(To be submitted with qualifications packet)

Receipt of the following addenda is hereby acknowledged:

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

Addendum No. \_\_\_\_\_ Proposer's Initials \_\_\_\_\_

## Draft Agreement for Professional Services (Bicycle Tourism Plan)

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Tuolumne County Transportation Council ("TCTC"), a California joint powers authority, and \_\_\_\_\_, a *California based company or a (identify state) based (company or corporation) licensed to do business in the State of California*, ("Consultant").

### 1. Agreement Documents

- 1.01** The total agreement between the parties consists of this Agreement and the following additional documents, copies of which are attached hereto and incorporated herein by this reference Exhibit A-D:
- A. Standard Insurance Requirements.
  - B. TCTC's Request for Proposals, dated **November 20, 2019**, including Addenda, if any.
  - C. Disadvantaged Business Enterprise (DBE) Documents: Notice to Proposers-DBE Information, Consultant Proposal-DBE Commitment, and DBE Information-Good Faith Efforts.
  - D. Consultant's Proposal, Scope of Work, Rate Schedule and Project Schedule, as accepted by the TCTC.

In the event of a conflict or ambiguity arising between such documents or any term therein, the document executed later in time shall prevail over the document executed earlier in time. Notwithstanding the above, in the event of a conflict or ambiguity between the Consultant's Proposal and any other Agreement Document, the other Agreement Document will control.

### 2. Recitals

- 2.01** The TCTC desires to enter into an agreement to produce an Interregional Bicycle Tourism Plan for a five-county region including Alpine County, Calaveras County, San Joaquin County, Stanislaus County, and Tuolumne County; and,
- 2.02** The TCTC has determined an Interregional Bicycle Tourism Plan requires the need for professional services; and,
- 2.03** Consultant has responded to the TCTC's Request for Proposals soliciting proposals for an Interregional Bicycle Tourism Plan, hereinafter referred to as the "Project;" and,
- 2.04** Consultant hereby represents that it is in the business of, and fully qualified in, the field of conducting a Bicycle Tourism Plan; and is fully willing and able to perform the work described in the Scope of Work, Exhibit D, of this Agreement, and with the level of service and quality of

work specified herein. The TCTC awarded this Agreement in reliance on such representations, and on Consultant's particular skills, experience and abilities as represented by Consultant in its Proposal; and,

- 2.05** The TCTC and Consultant intend to enter into an agreement for the furnishing of certain articles and services for the consideration hereinafter set forth.

The TCTC and Consultant, for the consideration hereinafter described, mutually agree as follows:

- 3. Scope of Work:** Consultant agrees to complete the Project pursuant to the Scope of Work of this Agreement, attached hereto as Exhibit B, and the Agreement Documents. The TCTC agrees to compensate Consultant as specified herein below and accordance with the Request for Proposals, the Proposal and all such other documents referred to herein and made a part of hereof by specific reference.
- 4. Effective Date/Term:** This Agreement shall be effective from the date of execution. The term of the Agreement shall extend from the date TCTC issues a notice to proceed and shall continue until completion of the tasks as identified within the Scope of Work (Exhibit D). Consultant shall not commence work prior to the date a written Notice to Proceed is issued by the TCTC.
- 5. Commencement/Completion of Work:** The Consultant agrees to commence work upon execution of this Agreement and receipt of a written notice to proceed from the TCTC Executive Director and perform and complete the project in compliance with the Scope of Work, Exhibit D, and Project Schedule in Exhibit D.
- 6. Suspension, Delay or Interruption of Work:** The TCTC may suspend, delay or interrupt the services of the Consultant for the convenience of the TCTC. In the event of force majeure or such suspension, delay or interruption, an equitable adjustment in the Project's schedule, commitment and cost of Consultant's personnel and sub-consultant, and Consultant's compensation will be made.
- 7. Additional Services:** For additional services not outlined in Section 3 above, a separate Scope of Work describing the scope, schedule, fee and work products will be negotiated by the TCTC and the Consultant and approved as written amendments to this Agreement prior to any additional work effort being commenced upon.
- 8. Professional Standards:** Consultant warrants and guarantees that the work provided under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Consultant and any sub-consultant are engaged.
- 9. Performance:** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory accomplishment of the Consultant's obligations under this Agreement. Performance of services shall comply with the schedule set forth in the Agreement Documents. A time extension may be granted in the event that acts or omissions by the TCTC cause delay. Neither party shall be considered in default of this Agreement to the

extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

- 10. Work Standard:** The TCTC has relied upon the professional training and ability of the Consultant to perform the services hereunder as a material inducement to enter into this Agreement. The Consultant shall, therefore, provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by the Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in the Consultant's field of expertise. The Consultant shall be responsible for ensuring any approved sub-consultant adheres to this same work standard.
- 11. Personnel:** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Consultant shall provide all staff necessary to completion of services under this Agreement. The Consultant's Project Team identified in their Proposal shall be the Project Team for the duration of the project unless TCTC agrees to accept replacement personnel. In the event that the TCTC, at its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement because of their incompetence, Consultant shall remove any such person(s) immediately upon receiving notice from the TCTC of the desire of the TCTC for the removal of such person(s).
- 12. Independent Contractor:** In providing the services as set forth in the Agreement Documents, Consultant shall act as an independent contractor and not as an employee of the TCTC. In accordance with that relationship, Consultant shall assume all responsibility for its employees for Federal and State income tax withholding, FICA, SDI and any other deductions from income that Consultant is properly required to make as an independent contractor.
- 13. Administration of Agreement:** Consultant's compliance with this Agreement shall be supervised and administered by the TCTC through the office of the Executive Director. This paragraph shall not relieve Consultant of any obligation or liability undertaken by virtue of this Agreement.
- 14. Written Notification:** Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing and either served personally or sent prepaid, first class United States mail. Any such notice, demand, request, consent, approval or communication shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of depositing in the United States mail box if mailed as provided in this section.

**If to TCTC:**

Tuolumne County Transportation Council  
 Darin Grossi, Executive Director  
 975 Morning Star Drive Suite A  
 Sonora, CA 95370  
[dgrossi@co.tuolumne.ca.us](mailto:dgrossi@co.tuolumne.ca.us)

**If to Consultant:**

*(Insert Consultant information)*

**15. Consents and Agreements:** Any and all consents and agreements provided for or permitted by this Agreement shall be in writing, and a signed copy thereof shall be filed and kept with the books of this Agreement.

## 16. Signature Authority

**16.01** The Executive Director or his designee shall have authority on behalf of the TCTC to sign Agreement amendments and other documents related to this Agreement.

**16.02** Consultant certifies that the following person(s) has (have) authority to sign Agreement amendments and other documents related to this Agreement on behalf of Consultant. Written certification of the signatory authority of the following persons shall be provided by the Consultant to the TCTC prior to execution of this Agreement.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**17. Insurance Requirements:** Consultant and/or any sub-consultant shall provide a Certificate of Insurance as proof of a policy of insurance satisfactory to the TCTC evidencing that Consultant and/or sub-consultant maintains insurance that meets the requirements included in Exhibit A, "Standard Insurance Requirements," of this Agreement.

## 18. Workers Compensation

**18.01** Consultant shall comply with the provisions of the Workers' Compensation and Insurance Law of the State of California.

**18.02** The TCTC shall not be responsible for providing Workers' Compensation insurance or any other protective insurance coverage for the Consultant that is based upon the relationship of employer and employee.

## 19. Compensation

The TCTC will pay Consultant on a percentage-of-task-completed basis using the tasks and total labor costs identified in final Scope of Work. In no event shall payments and retention exceed the total set forth for each work activity. In the event payments and retention for a work activity equal the applicable total for that activity, Consultant shall complete all services for that work activity, as described in this Agreement, without further payment. Progress payments will be made no more frequently than at monthly intervals. Payment will be made only on submitted claims describing work completed, and approved by the Executive Director of the TCTC. Progress payments will be limited to 90% of the labor amount for each task, plus expenses. The 10% retention will be paid within 30 days of approval of the final work product. Upon submittal, the TCTC will review and approve the final work product or notify Consultant of deficiencies within 60 days.

- 19.01** In the event that the TCTC determines that a change to the work from that specified in this Agreement is required, the Agreement term or allowable reimbursable costs shall be adjusted through an amendment to this Agreement to accommodate the changed work. The maximum total cost as specified in Article 19.02 shall not be exceeded unless authorized through an amendment to this Agreement.
- 19.02** Progress payments will be made monthly in arrears based upon the work completed by task at the close of the billing period and allowable incurred costs. The total cost upon project completion is not to exceed \$ (insert contract amount). Consultant will include with each progress payment request a monthly written progress report for work completed, as described in Article 20, Reporting Requirements, of this Agreement. Progress payment requests shall be based on the amount of work completed per task in accordance with Exhibit D Scope of Work, and shall be billed in accordance with the Rate Schedule included in Exhibit D. Progress payment requests and monthly progress reports shall be reviewed and approved by the TCTC Executive Director prior to processing payments. Progress payments will be limited to 90% of the budget for the tasks completed. The 10% retention will be released upon completion, presentation and approval of the final Project.
- 19.03** Consultant will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the TCTC Executive Director of itemized invoices. Payment of invoices can usually be expected within 30 calendar days of receipt and approval. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Consultant is billing. The final invoice should include a summary of the total expenditures, final amount due, and final report on the work completed pursuant to this Agreement. Payment of the final invoice will be processed once the Project has been formally approved by the TCTC.
- 19.04** No payment will be made prior to approval of any work, nor for any work performed prior to execution of this Agreement and a Notice to Proceed issued by the TCTC.
- 19.05** If Consultant fails to submit the required deliverables according to the approved schedule and Scope of Work, TCTC shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 38, Termination.
- 20. Reporting Requirements:** The Consultant will submit to the TCTC written progress reports at least once a month. The report should be sufficiently detailed for the Executive Director to clearly determine the status of the work schedule and outputs, the percentage of work completed by task and any other relevant factors to completion of the Project in a timely manner. The report should also sufficiently address any potential or existing difficulties or special problems encountered so that remedies can be developed as soon as possible. Consultant shall meet with the Executive Director, as needed, to discuss progress on the Project.

- 21. Maintenance of Records/Audit Rights:** Consultant shall maintain books, records, documents and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. Consultant shall also maintain for a period of at least three (3) years from the expiration date of this Agreement the financial information and data used by Consultant to determine charges and costs related to work performed under this Agreement. The TCTC, and any Federal or State authorized representatives, shall have the right to inspect and audit Consultant's accounting books, records and documents during normal business hours. Such records shall be turned over to the TCTC upon request.
- 22. Work Product Property of the TCTC:** All plans, specifications, reports, computer files and other work products prepared by Consultant pursuant to this Agreement shall become the property of the TCTC. The TCTC's use of documents produced under this Agreement and/or supporting information or calculations other than as intended hereunder shall be at the TCTC's sole risk.
- 23. Release of Documents and Information:** Services provided within the scope of this Agreement are for the exclusive use of the TCTC. The TCTC and Consultant agree that all data, plans, specifications, reports, computer files and other work products will not be released to third parties by Consultant without the prior written consent of the TCTC.
- 24. Covenant Against Contingent Fees:** The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee or sub-consultant working for the Consultant, as provided for in the Consultant's Proposal (as accepted by TCTC), to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than a bona fide employee, a fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon, resulting from the award or making this Agreement. For breach or violation of this warranty, the TCTC shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 25. Covenant Against Gratuities:** Consultant covenants that it has not offered or given gratuities in the form of entertainment, gifts or otherwise to any member, officer or employee of the TCTC with a view toward securing favorable treatment in the award, modification or performance evaluation of this Agreement. For breach or violation of this covenant, the TCTC shall have the right to cancel this Agreement without any liability to Consultant.
- 26. Restrictions on Lobbying:** Consultant shall not pay any person or organization to influence or attempt to influence an officer or employee of any federal, state or local agency in connection with awarding this Agreement or any other federal award from which funding for this Project is originally derived, consistent with 31 U.S.C. section 1352.
- 27. Transfer of Agreement:** This Agreement is made in reliance by TCTC upon the qualifications and responsibility of Consultant. The performance by Consultant of this Agreement may not be assigned, sublet, transferred or in any way subcontracted, except upon the prior written approval of the TCTC.

**28. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under subcontract, including procurement of material or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this Agreement relative to civil rights requirements. Consultant shall provide the TCTC documentation of such notifications.

Consultant agrees to refrain from awarding any third party subcontract without prior written approval by TCTC. Payment for such services shall be the responsibility of the Consultant.

**29. Third Party Obligations:** Consultant shall be solely liable to third parties with whom it enters into contracts to effectuate the purpose of this Agreement. Consultant shall pay directly such parties for all amounts due under said arrangement. Consultant shall indemnify, defend and hold the TCTC harmless from any and all claims and liabilities arising from any third party contracts. Consultant shall exert its best efforts to prevent any loss to the TCTC from the failure of proper performance of any third party.

**30. Conflicts of Interest:** Consultant shall not enter into any Agreement, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project, in which any member, officer or employee of Consultant or the TCTC, during the Project term and for one year thereafter, has any direct or indirect interest. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of the Project term any such interest, and if such interest is immediately disclosed to Consultant and such disclosure is entered upon the minutes of Consultant's written report to the TCTC of such interest, Consultant, with the prior written approval of the TCTC, may waive the prohibition contained in this subsection; provided that any such present member, officer or employee shall not participate in any action by Consultant or the TCTC relating to such Agreement, subcontract or arrangement.

### **31. Debarment and Suspension Certification**

**31.01** Consultant certifies under penalty of perjury under the laws of the State of California, that Consultant has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (non-procurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer or manager, is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to the TCTC.

- 31.02** Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Consultant responsibility. Disclosures must indicate to whom exceptions apply, initiating agency and dates of action.

## 32. Civil Rights Requirements

During the performance of this Agreement, the Consultant, for itself, its assignees and successors in interest (collectively, "Consultant") agree as follows:

- A. Compliance with Regulations:** The Consultant shall comply with regulations relative to nondiscrimination in federally assisted programs of the Department of Energy , Title 10, Code of Federal Regulations, Part 1040, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- B. Nondiscrimination:** The Consultant, with regard to the work performed by it during the Agreement term shall not discriminate on the grounds of race, color, sex, national origin, religion, age or disability in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.
- C. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation by the Consultant for work to be performed under a sub-agreement, including procurements of materials or leases of equipment, each potential subcontractor, sub-consultant or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color or national origin. Consultant shall provide the TCTC documentation of such notifications.
- D. Information and Reports:** The Consultant shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to Consultant's books, records, accounts, other sources of information, and its facilities as may be determined the TCTC, State or the California Energy Commission (CEC) to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the TCTC, State or CEC, as appropriate, and shall set forth what efforts Consultant has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the TCTC and/or State shall impose such Agreement sanctions as they or the CEC may determine to be appropriate, including, but not limited to:

- 1) Withholding of payments due to Consultant under this Agreement within a reasonable period of time, not to exceed 90 days; and/or
- 2) Cancellation, termination or suspension of this Agreement, in whole or in part.

**F. Incorporation of Provisions:** Consultant shall include the provisions of these paragraphs (A) through (F) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. Consultant shall take such action with respect to any sub-agreement or procurement as the TCTC, State or the Department of Energy may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event Consultant becomes involved in, or is threatened with, litigation with a sub-consultant or supplier as a result of such direction, Consultant may request the TCTC and/or State enter into such litigation to protect the interest of the TCTC and/or State, and, in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

### **33. Health, Safety, Fire and Environmental Protection**

The Consultant and any sub-consultant or agent shall comply with Federal, State and local requirements pertaining to safety, health, fire and environmental protection.

The Consultant shall comply with all applicable provisions of the California Occupational Safety and Health Act of 1973, including any amendments thereto, and the rules, standards, orders and regulations prescribed by the Occupational Safety and Health Standards Board and the Division of Industrial Safety in the California Department of Industrial Relations. Consultant shall further comply with all other applicable safety laws, ordinances and regulations.

In the event standards conflict, the standard providing the highest degree of protection and not in violation of any other applicable standard or law shall prevail.

**34. Federal, State and Local Laws:** Consultant warrants and covenants that it shall fully and completely comply with all applicable Federal, State and local laws and ordinances, and all lawful orders, rules and regulations issued by any authority with jurisdiction in all aspects of its performance of this Agreement.

**35. Governing Law:** The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and shall also govern the interpretation of this Agreement.

### **36. Indemnification**

To the extent permitted by law, Consultant does hereby assume liability for, and agrees to indemnify, defend, save, protect and hold harmless the TCTC, its elected and appointed officials, officers, employees, agents and volunteers (collectively, "TCTC") from any and all demands, losses, claims, costs, suits, liabilities and expenses for any damage, injury or death (collectively, "Liability") arising directly or indirectly from or connected with the services provided hereunder which is caused, or claimed or alleged to be caused, in

whole or in part, by the negligence or willful misconduct of Consultant, its officers, employees, agents, sub-consultants, consultants, or any person under its direction or control and will make good to and reimburse TCTC for any expenditures, including reasonable attorney's fees, the TCTC may make by reason of such matters and, if requested by TCTC, will defend any such suits at the sole cost and expense of Consultant. Consultant's obligations under this section shall exist regardless of concurrent negligence or willful misconduct on the part of the TCTC or any other person; provided, however, that Consultant shall not be required to indemnify TCTC for the proportion of Liability a court determines is attributable to the active negligence or willful misconduct of the TCTC.

If such indemnification becomes necessary, the legal counsel for the TCTC shall have the absolute right and discretion to approve or disapprove of any and all counsel employed to defend the TCTC. This indemnification clause shall survive the termination or expiration of this Agreement.

The parties shall establish procedures to notify the other party where appropriate of any claims, administrative actions or legal actions with respect to any of the matters described in this indemnification provision. The parties shall cooperate in the defense of such actions brought by others with respect to the matters covered in this indemnity. Nothing set forth in this Agreement shall establish a standard of care for, or create any legal rights in, any person not a party to this Agreement.

### **37. Sanctions for Noncompliance**

In the event of the Consultant's noncompliance with the provisions of this Agreement, the TCTC shall impose such Agreement sanctions as it may determine to be appropriate, including, but not limited to:

- A. Withholding of payments due to the Consultant under this Agreement until the Consultant complies to the TCTC's satisfaction, and/or
- B. Cancellation, termination or suspension of this Agreement, in whole or in part.

### **38. Termination of Agreement**

**38.01 Acts Constituting Termination:** This Agreement shall commence on the date of execution and shall continue until the earlier of expiration or:

- A. Completion of the Project pursuant to Scope of Work, Exhibit D, as approved by TCTC;
- B. Voluntary or involuntary transfer or assignment by either party hereto without the prior written consent of the other party of any of the rights, titles or obligations set forth in this Agreement;
- C. Mutual agreement of the parties hereto to terminate this Agreement;
- D. Any default or breach, as specified in Section 39 of this Agreement, by either party hereto which has not been cured within thirty (30) days after notice of such default by the other party, or such

later time as is reasonably necessary if the default cannot be reasonably cured within such thirty (30) day period;

E. Termination as provided in this Article.

**38.02** TCTC may terminate this Agreement for convenience upon five (5) calendar days' written notice to Consultant.

**38.03** Consultant shall be paid for all work performed through the date of termination at the rates set forth in the Rate Schedule in Exhibit D, and subject to the proportion of work completed and approved by the Executive Director.

Upon termination of this Agreement, all affairs undertaken or conducted pursuant to this Agreement shall be wound up and debts paid.

### **39. Breach**

If Consultant materially breaches the terms of this Agreement, the TCTC shall have the following remedies:

- A. Immediately terminate the Agreement with Consultant;
- B. Complete the unfinished work under this Agreement with a different consultant;
- C. Charge Consultant with the difference between the cost of completion of the unfinished work pursuant to this Agreement and the amount that would otherwise be due Consultant, had Consultant completed the work; and/or
- D. Allow the Consultant five (5) business days to diligently complete the correction.

**40. Waiver:** A waiver by the TCTC of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. No failure on the part of the TCTC to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

**41. Disputes:** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The prevailing party shall be entitled to its costs, including reasonable attorneys' fees, in any legal action to enforce the terms of this Agreement.

**42. Amendments:** This Agreement may be amended or modified in any way by an instrument in writing, stating the amendment or modifications, signed by the parties hereto.

- 43. Survivorship:** Any responsibility of Consultant for warranties, insurance or indemnity with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.
- 44. Severability:** If any term, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in effect.
- 45. Successors and Assigns:** This Agreement is binding upon the TCTC and the Consultant and their successors. Except as otherwise provided herein, neither the TCTC nor the Consultant shall assign, sublet or transfer its respective interest in this Agreement or any part thereof without the prior written consent of the other.
- 46. Succession:** This Agreement shall be binding on and inure to the benefit of heirs, executors, administrators and assigns of the parties hereto.
- 47. Third Party Beneficiary:** Nothing in this Agreement is intended to, nor shall anything in this Agreement be construed to, benefit any third party.
- 48. Ambiguities:** The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. Both parties have had the opportunity to engage counsel and negotiated the term of the Agreement. No ambiguity shall be presumed to be construed against either party.
- 49. Integration:** The Agreement Documents embody the entire agreement of the parties in relation to the scope of services herein described, and no other understanding whether verbal, written or otherwise exists between the parties.
- 50. Relationship Between the Parties:** Nothing in these Agreement Documents is intended to create, and nothing herein shall be considered as creating, any partnership, joint venture or agency relationship between the TCTC and Consultant.
- 51. Modification:** No waiver, alteration, modification or termination of this Agreement shall be valid unless made in writing and signed by the authorized parties hereof.
- 52. Headings and Subtitles:** Headings and subtitles to the Articles of this Agreement have been used for convenience only and do not constitute matter to be considered as interpreting this Agreement.
- 53. Sole and Only Agreement:** This instrument contains the sole and only agreement of the parties and correctly sets forth the rights, duties and obligations of each party to the other as of this date. Any prior agreements, policies, negotiations and/or representations are expressly set forth in this Agreement.

**54. Acceptance of Agreement:** The undersigned, having read the foregoing, accept and agree to the terms set forth therein. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the administrators for the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties thereto.

*In witness hereof*, the parties have caused their authorized representatives to execute this Agreement as of the date first written above.

*For the Consultant:*

\_\_\_\_\_  
Legal Name of Firm

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Name (typed)

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Title

*For the TCTC:*

**Tuolumne County Transportation Council**

**Approval Recommended:**

\_\_\_\_\_  
Chair of the TCTC

\_\_\_\_\_  
Executive Director

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

**Approved as to Legal Form:**

**TCTC Legal Counsel**

By: \_\_\_\_\_

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

Exhibit A

**Standard Insurance Requirements**

Consultant at its own expense, shall procure, and maintain for the duration of the Agreement, the following insurance policies and endorsements with insurers licensed in the State of California possessing a Best's rating of no less than A:VII:

- A. Workers' Compensation Coverage - Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized sub-consultant to obtain such insurance for its employees).
- B. General Liability Coverage - Commercial general liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage. If a commercial general liability insurance form or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Coverage shall be included for premises, operations and broad form contractual.
- C. Automobile Liability Coverage - Automobile liability insurance with a minimum liability limit per occurrence of one million dollars (\$1,000,000) for bodily injury and one hundred thousand dollars (\$100,000) for property damage, and including coverage for owned, hired and non-owned vehicles.
- E. Policy Endorsements: Each general liability and automobile liability insurance policy shall be endorsed with the following specific provisions:
  - 1) The TCTC, its elected or appointed officers, officials, employees, agents and volunteers are to be covered as additional insured ("TCTC additional insured").
  - 2) This policy shall be considered, and include a provision it is, primary as respects the TCTC additional insured, and shall not include any special limitations to coverage provided to the TCTC additional insured. Any insurance maintained by the TCTC, including any self-insured retention the TCTC may have, shall be considered excess insurance only and shall not contribute with it.

*Exhibit A*  
*Standard Insurance Requirements (continued)*

- 3) This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
  - 4) The insurer waives all rights of subrogation against the TCTC additional insured.
  - 5) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the TCTC additional insured.
  - 6) The insurance policy and endorsements shall not be suspended, voided, canceled or reduced in coverage or in limits except after thirty (30) days' written notice has been given to the Executive Director by registered mail, return receipt requested, at 975 Morning Star Drive, Sonora, CA, 95370.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Executive Director. At the TCTC's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
- G. Evidence of Insurance: Consultant shall provide policies and certificates of insurance with original endorsements or other evidence of insurance coverage as required by the Executive Director. Required evidence of insurance shall be filed with the Executive Director on or before commencement of performance of this Agreement. Current evidence of insurance shall be kept on file with the Executive Director at all times during the term of this Agreement.
- H. Unsatisfactory Policies: If at any time any of the policies or endorsements be unsatisfactory as to form or substance, or if an issuing company shall be unsatisfactory, to the Executive Director, a new policy or endorsement shall be promptly obtained and evidence submitted to the Executive Director for approval.
- I. Failure to Comply: Upon failure to comply with any of these insurance requirements, this Agreement may be forthwith declared suspended or terminated. Failure to obtain and/or maintain any required insurance shall not relieve any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the indemnification obligations.

Exhibit C

**Disadvantage Business Enterprises (DBE) Documents**

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**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of \_\_\_\_ 6 \_\_\_\_ %

OR

The Agency has not established a goal for this Contract. However, proposers are encouraged to obtain DBE participation for this contract.

**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, Code of Federal Regulations (CFR), Part 26.5.
- 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 Contracts 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 Consultant must 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 proposer must 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 DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must 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. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer 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, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- C. A DBE proposer not proposing 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 DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, 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 proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract 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. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link titled Disadvantaged Business Enterprise;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 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 Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 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 Contract 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 DBE 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.

**EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT**

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: \_\_\_\_\_
3. Project Description: \_\_\_\_\_
4. Project Location: \_\_\_\_\_
5. Consultant's Name: \_\_\_\_\_ 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>	
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
20. Local Agency Representative's Signature _____ 21. Date _____  22. Local Agency Representative's Name _____ 23. Phone _____  24. Local Agency Representative's Title _____		<b>IMPORTANT:</b> Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature _____ 13. Date _____  14. Preparer's Name _____ 15. Phone _____  16. Preparer's Title _____		

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

**ADA Notice:** For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT

### CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

### LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 21. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 22. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 23. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 24. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**EXHIBIT 15-H DBE INFORMATION —GOOD FAITH EFFORTS****DBE INFORMATION - GOOD FAITH EFFORTS**

Federal-aid Project No. \_\_\_\_\_ Bid Opening Date \_\_\_\_\_

The \_\_\_\_\_ established a Disadvantaged Business Enterprise (DBE) 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 DBE Commitment" form indicates that the bidder has met the DBE 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 DBE firm was not certified at bid opening, or the bidder made a mathematical error.

Submittal of only the "Local Agency Bidder DBE 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 DBE Commitment" of the Special Provisions:

- A. The names and dates of each publication in which a request for DBE 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 DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested (please attach copies of solicitations, telephone records, fax confirmations, etc.):

Names of DBEs Solicited	Date of Initial Solicitation	Follow Up Methods and Dates
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

- C. The items of work which the bidder made available to DBE 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 DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to facilitate DBE participation was made available to DBE 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 DBE firms, the reasons for the bidder's rejection of the DBEs, the firms selected for that work (please attach copies of quotes from the firms involved), and the price difference for each DBE if the selected firm is not a DBE:

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

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

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- E. Efforts made to assist interested DBEs 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 DBEs:

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

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- G. The names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE 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

- H. Any additional data to support a demonstration of good faith efforts (use additional sheets if necessary):

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**NOTE:** USE ADDITIONAL SHEETS OF PAPER IF NECESSARY.