

Contract No.: _____
Amount: _____

SCDOT Use Only

Charge Code: _____
PIN Number: _____
Comm. Apv. Date: _____

AGREEMENT AND CONTRACT BETWEEN
THE SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION
AND
MGT OF AMERICA, INC.

SECTION I. GENERAL RECITALS

THIS AGREEMENT and Contract, made and entered into this
3rd day of October, 1994, by and between the South Carolina
Department of Transportation, Columbia, South Carolina,
hereinafter referred to as "Department", and MGT of America,
Inc., a corporation organized and existing under and by virtue of
the laws of the State of Florida and qualified to do business in
the State of South Carolina, with its principal offices in
Tallahassee, Florida located at 2425 Torreya Drive 32303,
hereinafter referred to as "Consultant".

WITNESSETH:

WHEREAS, Department desires to conduct a study of
minority and women-owned business participation in Department
highway/bridge preconstruction, construction, building
construction and renovation contracts, and

WHEREAS, Department desires to employ Consultant to furnish
personnel and render professional services for use and benefit of
the Department in the development of the project as hereinafter
more particularly described, and

WHEREAS, the Consultant has represented to the Department
that the Consultant is experienced and qualified to provide the
services contemplated by this agreement and the Department has
relied upon such representation; and

WHEREAS, Section 57-3-110(2) of the Code of Laws for South
Carolina (1976), as amended, authorizes the Department to enter
into this agreement for such services.

NOW, THEREFORE, in consideration of these premises and of
the mutual covenants herein set forth, it is agreed by and
between the parties hereto as follows:

SECTION II. SCOPE OF SERVICES REQUIRED OF CONSULTANT

A. PROJECT DESCRIPTION. Conduct a study of minority and women-owned business participation in Department contracts for highway/bridge preconstruction and construction, building construction and renovation in accordance with Request for Proposals Notice No. B401014, issued by the South Carolina Division of General Services, which is incorporated herein by reference.

B. GENERAL STATEMENT OF CONSULTANT'S ASSIGNMENT. For the heretofore described project, Consultant will provide services as described in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE, attached hereto and specifically made a part of this agreement. Work and liaison will be performed by the Consultant through its Tallahassee office in Florida.

SECTION III. SERVICES OF DEPARTMENT

The Department agrees to provide to Consultant, and at no cost to Consultant, the services and data set forth in ATTACHMENT "B", SERVICES OF THE DEPARTMENT, attached hereto and specifically made a part of this agreement. Liaison for the Department will be through the Director or his authorized designee.

SECTION IV. SCHEDULE (TIME OF PERFORMANCE)

The effective date of this agreement will be the date of execution as shown in Section I. The Consultant shall begin work upon receipt of the Department's written notice to proceed.

Consultant will prosecute all phases of the work in an expedient manner as set forth in ATTACHMENT "A", SCOPE OF SERVICES AND SCHEDULE.

SECTION V. FEE AND COSTS

For the services covered under this agreement, the Consultant shall be compensated by the Department as follows:

The amount of compensation set forth in ATTACHMENT "C", FEE, attached hereto and specifically made a part of this Agreement, shall be the maximum payable by the Department without prior written authorization from the Department to increase the amount.

Compensation to Consultant under the terms of this agreement shall not exceed the fixed amount of \$350,000.00.

SECTION VI. MODE OF PAYMENT

Payment for all services performed shall be made on a monthly basis if the project progresses to the satisfaction of the Department. Payment will be made within thirty (30) days after receipt and approval by the Department of monthly invoices and progress reports. Payments will be tied to services performed in accordance with Consultant's work plan in ATTACHMENT "A".

The Department shall retain ten (10%) percent of the amount payable under each invoice until delivery and acceptance of the final products of the study. Seven (7%) of the retainage shall be payable upon delivery and acceptance of the final written report, and the remaining three (3%) percent shall be payable upon the successful completion of the oral presentations.

SECTION VII. GENERAL PROVISIONS

The Department and the Consultant mutually agree as follows:

A. OWNERSHIP OF DOCUMENTS. All data collected, compiled or obtained by the Consultant for the purposes of this agreement and all reports or charts prepared by Consultant for the purposes of this agreement will become the property of the Department without restriction or limitation on their use. No material produced in whole or in part under this agreement will be subject to copyright in the United States or in any other country. The Department shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement.

B. CARE OF DATA Consultant shall take all steps necessary to safeguard any data, files, reports or other information utilized or generated by the Consultant from loss, destruction or erasure. Any costs or replacement expenses or damages resulting from the loss of such data shall be borne by the Consultant. Upon completion of the project, a copy of all records shall be turned over to the Department.

C. CONFIDENTIALITY OF DATA. Any reports, information, data, etc. furnished to or prepared or assembled by the Consultant under this agreement shall be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the Department.

D. REPORTING REQUIREMENTS. On a monthly basis, the Consultant shall submit a written report of the progress it has made toward completion of the project by reference to the tasks and subtasks set out in its work plan. Upon request, the Consultant shall provide the Department with any supporting documentation the Department deems necessary to verify progress. The Consultant's representative shall be present at all

conferences or other meetings requested by the Department. Conferences or consultations may be called at any time by either party to this agreement.

E. CONTROL. All services of the contract shall be performed by the Consultant to the satisfaction of the Department's Director.

F. INSPECTION OF WORK. The Department shall have access to and the right to inspect all project work and materials during regular business hours of the Consultant. The Consultant and its subcontractors shall keep and preserve all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and make such materials available at its respective offices at reasonable times during the contract period and for three years from date of final payment under the contract for inspection by the Department, if applicable any authorized representative of the Department or the State, and copies thereof shall be furnished if requested.

G. CHANGES IN CONTRACT. The Department may desire Consultant to render services for changes in connection with this project in addition to that provided for by the express provisions of this agreement. Such additional services for changes will require a supplemental agreement, setting forth the nature and scope of such additional services and the compensation therefor, as determined by mutual agreement between Department and Consultant. Work under such supplemental agreement shall not proceed until formally approved by the Department and the Materials Management Office of the South Carolina Division of General Services.

H. TERMINATION OF CONTRACT.

(a) This contract may be terminated by the Department at any time for the convenience of Department by providing seven (7) days written notice to Consultant specifying the termination date of the contract. In the event of such termination of the contract by the Department, the Consultant will be compensated on a quantum meruit basis for its work satisfactorily performed through the termination date.

(b) Funds for this contract are payable from State appropriations. In the event sufficient appropriations are not made to pay the charges under the contract it shall terminate without any obligation to the State.

(c) In the event Consultant through any cause fails to perform any of the terms, covenants, or provisions of this contract on its part to be performed, or if it for any cause fails to make progress in work hereunder in a reasonable manner, or if the conduct of Consultant impairs or prejudices the interest of Department, or if Consultant violates any of the terms, covenants, or provisions of this contract, Department shall have the right to terminate this contract by giving seven (7) days notice in writing of the termination and date of such

termination to Consultant. The Department shall have the sole discretion to permit the Consultant to remedy the cause of the contemplated termination without waiving the Department's right to terminate the contract. All data and documents relating to the design or supervision of consultant work shall be surrendered forthwith by Consultant to Department. Department may take over work to be done under this agreement and prosecute the work to completion by contract or otherwise, and Consultant shall be liable to Department for all reasonable cost in excess of what the Department would have paid the Consultant had there been no termination.

(d) In accordance with the provisions of S.C. Code Ann. Section 11-9-105 (1976), in the event all services are not fully rendered as provided in this contract, any monies which have been paid by the Department under the contract must be refunded to the Department along with a twelve (12%) percent penalty.

I. DISPUTES. In any dispute concerning a question or fact in connection with the work of this agreement, or compensation therefor, the decision of the Department's Director in the matter shall be final and conclusive for both parties. All controversies between the parties based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission shall be resolved pursuant to the procedures set forth in the South Carolina Consolidated Procurement Code (S.C. Code Ann. Section 11-35-10, et seq.)

J. RESPONSIBILITY FOR CLAIMS AND LIABILITY. The Consultant shall assume certain risks in connection with the performance of this agreement and shall be liable for and shall indemnify and hold harmless the Department and other agencies of government from claims and liability due to negligent acts of the Consultant, its subcontractors, agents or employees in connection with the prosecution and completion of the work covered by this agreement.

Consultant shall, until this agreement has been fully performed or until it has been terminated by Department, take out and maintain as a normal business expense Liability Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and Public Liability and Property Damage Insurance with coverage in the amount not less than customarily carried by any party in the performance of similar work and in such form and with such insurance carriers as are available to it and acceptable to Department. Consultant will secure and maintain such insurance, including vehicular insurance, as will protect it from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees, and for claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom.

K. GENERAL COMPLIANCE WITH LAWS. The Consultant and its subcontractors shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations affecting the conduct of the work.

L. SUBLETTING, ASSIGNMENT OR TRANSFER. The Consultant shall not assign, sublet, or transfer any of the work, except as specifically provided for under the terms of this contract, without prior written consent of the Department and the Materials Management Office of the South Carolina Division of General Services. Such consent does not release or relieve the Consultant, as principal, from any of its obligations and liabilities under this agreement. Copies of all subcontracting agreements shall be provided to the Department prior to the subcontractor's commencing work on the contract.

M. SOLICITATION OF DEPARTMENT EMPLOYEES. The Consultant shall not solicit for employment any person or persons now in the employment of the Department during the time of this agreement.

N. NON-DISCRIMINATION. Consultant, with regard to the work of the contract, shall not discriminate on the grounds of race, religion, color, sex, age, handicap, national origin, or political affiliation in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

O. MINORITY BUSINESS ENTERPRISE. It is the policy of this State that minority business enterprises be afforded the opportunity to fully participate in the overall procurement process of the State. "Minority business enterprises" are defined by law to be "small business concerns owned and controlled by United States Citizens who are economically and socially disadvantaged" (23 S.C. Code Ann. Regs. 19-445.2160).

P. EQUAL EMPLOYMENT OPPORTUNITY. In connection with the execution of this contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

Q. SUCCESSORS AND ASSIGNS. Department and Consultant each binds itself, its successors, and assigns to the other party with respect to these requirements.

R. ENTIRE AGREEMENT. This agreement with referenced exhibits constitutes the entire agreement between the parties and, except for modifications prepared in accordance with provisions thereof, there are no collateral contracts or agreements between the parties relating to this work. The contract is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties herein have executed this agreement as of the day and year first written above.

Signed, sealed and executed for the Consultant:

WITNESSED BY:

Stephen F. Humphrey
[Signature]

MGT OF AMERICA, INC.
(Consultant)

By:

[Signature]
Title: President

Federal ID No: 59-1576733

Signed, sealed and executed for the Department:

ATTEST:

[Signature]
Division Deputy Director for
Finance and Administration

SOUTH CAROLINA DEPARTMENT OF
TRANSPORTATION

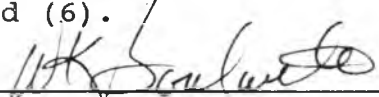
By:

[Signature]
Director

DRUG-FREE WORKPLACE CERTIFICATION

In accordance with Section 44-107-30, South Carolina Code of Laws (1976), as amended, and as a condition precedent to the execution of this agreement, the undersigned Ken Boutwell, who is a representative of MGT of America, Inc. (hereinafter CONSULTANT) certifies on behalf of the CONSULTANT that the CONSULTANT will provide a drug-free workplace by:

- (1) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensations, possession, or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- (2) establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in a workplace;
 - (b) the person's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug violations;
- (3) making it a requirement that each employee to be engaged in the performance of the agreement be given a copy of the statement required by item (1);
- (4) notifying the employee in the statement required by item (1) that, as a condition of employment of this agreement, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after the conviction;
- (5) notifying the South Carolina Department of Transportation within ten days after receiving notice under item (4)(b) from an employee or otherwise receiving actual notice of the conviction;
- (6) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee convicted as required in Section 44-107-50; and
- (7) making a good faith effort to continue to maintain a drug-free workplace through implementation of items (1), (2), (3), (4), (5), and (6).


(CONSULTANT SIGNATURE)

ATTACHMENT "A"
SCOPE OF SERVICES
AND SCHEDULE

See "Work Plan" and "Estimated Time Schedule
by Major Work Task" attached.

WORK PLAN

MINORITY AND WOMEN-OWNED BUSINESS PARTICIPATION SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION

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|-------------------------------------|
| TASK 1.0: FINALIZE WORK PLAN |
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Objective:

- Establish a final, mutually acceptable work plan, reporting formats and schedules, project deliverables, and relationships

Activities:

- 1.1 Meet with the SCDOT Project Officer to initiate the project and establish working relationships.
- 1.2 Work with the Project Officer to review and adjust, as appropriate, our proposed study time period, work plan, methodology, time schedules, reporting formats, and project deliverables.
- 1.3 Request that the SCDOT send a letter to each of its division offices announcing the study and requesting a contact person for each office, as appropriate.
- 1.4 Collect all relevant state statutes, M/WBE rules, regulations and agency policies, including, but not limited to:
 - Relevant South Carolina General Statutes
 - South Carolina Administrative Code
 - federal regulations on Disadvantaged Business Enterprise (DBE) programs
 - South Carolina Department of Transportation Administrative Regulations
 - South Carolina DBE enterprise policies
- 1.5 Identify the SCDOT's managers in the central office who are responsible for contract administration and record retention.
- 1.6 Interview the identified central office managers concerning contracting procedures, policies, and record keeping.

1.7 Review existing databases in the SCDOT to include:

- construction files on individual highway/bridge and building projects to include both new construction and maintenance;
- files on individual highway/bridge and building contractors;
- contracts for pre-construction services including professional services such as engineering and architecture;
- vendor and bid lists;
- DBE reports and lists of DBE vendors;
- financial and budgetary records:
 - Federal aid for highways
 - South Carolina Highway Fund
 - Highway Trust Fund
 - other state, local or private funds administered by SCDOT
 - Chart of Accounts
- accounting system and records;
- records retention system.

1.8 Determine if central records (project files, contract files, purchasing files, and the central files maintained primarily for pre-construction) contain all relevant SCDOT information needed for project analysis. If division and district offices have records only available at their location, arrange to discuss records listed above with appropriate personnel.

1.9 Summarize information in SCDOT central and district offices' files including number of contracts, dollar amounts, funding sources, vendor lists, M/WBE lists, etc. and the ease of accessibility to the information in those files. Prepare detailed listing of the data in each file, location of file, ease of accessibility, and any problems associated with the files. Conduct tests to determine if records documentation maintained at the Blockhouse can be readily identified and located.

1.10 Develop recommended changes to the work plan based upon the availability of information from the above files.

Deliverable:

- Revised work plan and methodology designed to fully incorporate SCDOT priorities and reflect the availability and format of available data both in the central

and district offices and at the Blockhouse. Revision will include any needed adjustments in time schedules and deliverables.

TASK 2.0: PREPARE A DETAILED DOCUMENT WHICH EXPLAINS THE EVIDENTIARY BASIS REQUIRED FOR A RACE AND GENDER REMEDIAL PROGRAM

Objectives:

- Document, from previous case law, the evidentiary bases required for a race and gender remedial program
- Document, from previous case law, other requirements related to disparity studies

Activities:

- 2.1 Review previous related court cases.
- 2.2 Prepare a draft report outlining, as specifically as possible, the evidentiary and other requirements for disparity studies and race and gender specific remedial programs.
- 2.3 Review draft report with SCDOT Project Officer.
- 2.4 Make appropriate revisions and prepare final legal review report.

Deliverable:

- A legal review of the evidentiary requirements for disparity studies and race/gender remedial programs

TASK 3.0: ESTABLISH CATEGORICAL STRUCTURE

Objectives:

- Establish a project categorical structure that will ensure "apple to apple" comparisons when availability and utilization data are compared to produce disparity indices
- Establish an analytical framework for classifying data regarding all contracts, subcontracts, contractors, subcontractors, and potential contractors

Activities:

- 3.1 Interview representative SCDOT contract administrators concerning the categories of contracts typically awarded by the SCDOT. Discuss the geographic area from which the prime contractors and subcontractors are hired for contracts let by the SCDOT.
- 3.2 Review a sample of contracts and vendor lists to identify types of firms serving as contractors to the SCDOT.
- 3.3 Prepare a draft contract/subcontract/contractor/subcontractor categorical structure with category definitions. The categorical structure will then be specifically designed for the SCDOT and will include:
 - type of work categories and subcategories
 - firm size categories
 - firm bonding capacity categories
 - regional location categories
 - source of funds categories (state vs. federal)
 - contractor restriction categories (set-aside vs. non-set-aside, goals vs. no goals)
 - ethnic categories
 - gender categories
 - type of contract categories (prime vs. subcontract)
 - other categories that may result from project research (e.g., owner education levels, licensed vs. non-licensed, etc.)
- 3.4 Review draft contract/subcontract/contractor/subcontractors categorical structure with SCDOT Project Officer and make appropriate changes.
- 3.5 From the approved contract/subcontract/contractor/subcontractor categorical structure, design the forms for gathering data from SCDOT contract and vendor files.

Deliverables:

- A contract/subcontract/contractor/subcontractor categorical structure with definitions for each category and subcategory
- A structure (form) for collecting contract data which is consistent with the categorical structure
- A structure (either a form or a survey instrument, or both) for gathering information about vendors which is consistent with the categorical structure

TASK 4.0: REVIEW PURCHASING, CONTRACTING AND DBE POLICIES, PROCEDURES AND PRACTICES

Objectives:

- Identify and analyze the SCDOT contracting policies and procedures during the period 1980-1993
- Identify and analyze all South Carolina statutes, regulations, and policies for the SCDOT DBE (including those designed to implement federal programs) program over the period 1980-1993

Activities:

- 4.1 Review SCDOT contracting manuals currently in use. Discuss with contract managers in SCDOT the changes that contracting policies have undergone during the 1980-1993 time period and their effects on the DBE program. Discuss federal regulations concerning contracting and state match for federal dollars.
- 4.2 Review the state statutes, regulations, resolutions, and policies which guide the SCDOT's DBE program. Review federal regulations on DBE utilization and SCDOT policies which guide the federal DBE program. Discuss with appropriate personnel in the SCDOT the operations, policies, and procedures of the DBE program. Discuss the changes over time of the DBE program in the SCDOT.
- 4.3 Interview key SCDOT contracting and purchasing officials and staff to determine how existing contracting and purchasing policies have been implemented.
- 4.4 Summarize the salient points of the contracting and the DBE programs as they affect the utilization of DBEs by the SCDOT.

Deliverable:

- A written summary of relevant SCDOT purchasing policies, procedures and practices over the years 1980-1993 and how those policies affected DBEs

TASK 5.0: DETERMINE THE NUMBER OF CONTRACT/SUBCONTRACT AND EXPENDITURES BY CATEGORY AND RELEVANT MARKET AREA

Objectives:

- Design sampling plan for determining the number of contracts/subcontracts and expenditures let to DBE and non-DBE firms by the SCDOT
- Determine the percentage of construction expenditures made in each category to DBE or non-DBE contractors and subcontractors during the relevant time period by the SCDOT
- Establish SCDOT's relevant market area

Activities:

- 5.1 Design a sampling plan to gather available information from SCDOT contracts and subcontracts for each year from 1980 through 1993. The sampling plan will be designed to have an overall approximate error rate of $\pm 5\%$ at the 95 percent confidence level. (Our preliminary review conducted prior to the issuance of this proposal suggests that the number of contracts by major category will be less than 300 per year. If the number of contracts is less than 300 per year by major category, we will examine each contract.)
- 5.2 Design a computerized database to record and analyze the utilization data.
- 5.3 Draw the sample, if appropriate, from SCDOT contract files.
- 5.4 Record data from the sample contracts and subcontracts on the contract data forms developed in Task 3.0, above.
- 5.5 Locate in SCDOT files information on each contractor and subcontractor and record relevant information on the contractor data form developed in Task 3.0, above.
- 5.6 Enter all sample data or the complete database, if applicable, into computer files for analysis.
- 5.7 Analyze data to determine the following:
 - Summary reports with number of contracts/subcontracts and percentage and dollar amounts of expenditures for each year by:
 - type of work category and subcategories
 - prime and subcontractor level

- ethnic classification
- gender classification
- location category
- funding source category
- funding restriction category
- other

■ Listings of all projects with:

- prime contractor firm
 - * by race
 - * by name
 - * by location
 - * by size of firm (number of employees, annual dollar volume of SCDOT work performed)
 - * by bonding capacity
- subcontractors
 - * by race
 - * by name
 - * by location
 - * by size of firm (number of employees, annual dollar volume of SCDOT work performed)
 - * by bonding capacity

5.8 Analyze bid lists or contract files to determine how DBE prime contractors' and subcontractors' bids were rated.

5.9 From the statistics gathered from expenditure data of contracts and purchase orders, design a plan to determine the relevant market area for the SCDOT.

5.10 From the statistics gathered from expenditure data, determine the location of successful and interested vendors. Determine the geographic area from which prime contractors and subcontractors are hired by SCDOT. Prepare a report on the SCDOT's recommended market areas.

5.11 Prepare report describing findings on DBE utilization and review with SCDOT Project Officer.

Deliverable:

- Utilization report showing, to the extent possible from available data, percentages of SCDOT contracts and contract dollars for each year of 1980-1993 time period for the following categories:

- type of work categories and subcategories
- firm size categories
- firm bonding capacity categories
- regional location
- source of funds
- contractor restrictions
- ethnic classification
- gender classification
- prime vs. subcontract
- other

TASK 6.0: DETERMINE AVAILABILITY OF QUALIFIED FIRMS

Objective:

- Determine the pool of available, qualified, willing and able contractors and subcontractors which could have provided services to the SCDOT by type of work and contract size and by ethnic/gender group in each of the years 1980-1993

Activities:

- 6.1 Develop a draft working definition of "available, qualified, willing and able" firms. The definition will include specific criteria that can be used to classify all firms according to the classes of:

- available
- qualified
- willing to perform
- able to perform
- minority-owned
- women-owned
- type of work performed
- location

The definitions and criteria will be based on specific criteria (e.g., record of past services, registration as a vendor, size, bonding capacity, etc.)

- 6.2 Review definitions and criteria with SCDOT Project Officer and make appropriate revisions.
- 6.3 Work with SCDOT Project Officer to identify state and local governmental units and private organizations in South Carolina who maintain (or may maintain) lists of firms that provide highway/building related construction services similar to those services purchased by SCDOT.

6.4 Contact all organizations on the list to:

- determine if they maintain useful vendor information and the format of the information;
- request copies of the relevant information for the years 1980-1994;
- ask if they know other public or private organizations which might maintain useful vendor data (if so, add them to our list).

6.5 From all of the lists, create a non-duplicative master file of all vendors providing the types of pre-construction and construction services contracted out by the SCDOT. To the extent possible from available information, the master file will include data and information for each firm which will enable us to classify firms according to the criteria established in Activity 5.1 above. Examples of information include:

- | | |
|-----------------------------|--|
| ▪ Name | ▪ Year ceased operation (if no longer in business) |
| ▪ Address | ▪ No. of employees by year |
| ▪ Type of services provided | ▪ Bonding capacity |
| ▪ Year founded | ▪ Total annual revenues |

6.6 Conduct a telephone survey of a stratified random sample of the firms on the master list to fill in information gaps on the master vendor file (sample to be designed to yield $\pm 5\%$ error rate at 95 percent confidence level). (The survey instrument will also include anecdotal questions as described in Task 9.0 - we want to send only one survey instrument to firms.)

6.7 Enter data and information from completed surveys into the firm master file and verify to the extent possible.

6.8 Based on information in the firm master file and the criteria established in Activities 5.1 and 5.2 above, classify all firms on the master list for which adequate information is available according to:

- types of work performed _____
- availability
- qualified
- willing to perform
- able to perform
- minority-owned
- women-owned
- location

6.9 Using the data from the previous task, determine the number of firms by M/WBE category "available, qualified, willing and able" in each county in South Carolina (and if necessary, selected counties outside of South Carolina) for each type of

SCDOT work for the year 1993 and previous years as far back as data is deemed to be reliable (probably back to 1990).

- 6.10 Work with SCDOT Project Officer to establish those Standard Industrial Classification (SIC) codes which most nearly match each category and subcategory of contracted services purchased by SCDOT.
- 6.11 Based on the agreed upon SIC codes vs. category of SCDOT work, use Census data to estimate the total number of firms by M/WBE category in each county in South Carolina (and relevant counties outside of South Carolina) that perform each type of service contracted out by SCDOT for the years 1980 through 1993. (Since Census data is not available for all years, we will work with the SCDOT Project Officer to establish an acceptable method of interpolating between actual data years.)
- 6.12 Calculate for each M/WBE category in each of SCDOT's seven districts the ratio of "available, qualified, willing and able" firms to the estimated total firms from Census data for 1993.
- 6.13 Multiply the 1993 ratio (from the previous task) by the estimated total number of firms from Census data for each of the historical years (probably 1980-89) to estimate the number of "available, qualified, willing and able" firms by M/WBE category, county and type of work category. (For example, if 15 percent of the total women-owned construction firms in District 7 in 1993 were determined to be "available, qualified, willing and able" to perform building remodeling work for SCDOT, we would multiply the 15 percent by the number of women-owned construction firms for each of the historical years to estimate the number of "available, qualified, willing and able" firms for SCDOT building remodeling projects in those years from District 7.)
- 6.14 Prepare a draft summary report of "available, qualified, willing and able" firms for each district, each type of work category and each M/WBE category.
- 6.15 Review the draft report with the SCDOT Project Officer and make appropriate revisions.

Deliverable:

- Report showing by SCDOT district, the number of "available, qualified, willing and able" firms by M/WBE category by SCDOT type of work category and by other appropriate distinctions (e.g., size, bonding capacity, etc.)

TASK 7.0: ANALYZE UTILIZATION AND AVAILABILITY DATA FOR DISPARITY

Objectives:

- Compare utilization and availability data (for "available, qualified, willing and able" firms) to determine the levels of disparity (if any)
- Calculate the disparity indices for each of the following categories:
 - state funded contracts (set-aside and non-set-aside)
 - federally-funded contracts (with goals and without goals)
 - by type of work involved (show both specialized and general categories of work identified in utilization and availability analysis)
 - by geographical location of project (7 SCDOT regions)
 - by ethnic group of contractor
 - by gender (distinguish minority from non-minority)
 - by size of firm
 - by bonding capacity of firm
 - where minority and women-owned firms were prime contractor (note where contract was set-aside)
 - where minority and women-owned firms are subcontractors (note where goals were imposed)
 - any other categories deemed necessary to meet the objectives of the study or case law

Activities:

- 7.1 Develop a draft set of disparity analyses to be conducted (in the form of table shells).
- 7.2 Review draft analyses (table shells) with SCDOT Project Officer and make appropriate revisions.
- 7.3 Utilizing the availability data from Task 6.0 and the utilization data from Task 5.0, calculate disparity indices for the categories shown in Chapter 1.0, Exhibit 1-1.
- 7.4 Review the disparity calculations with SCDOT Project Officer and make appropriate revisions.

Deliverable:

- Set of disparity indices for each of the following categories as described earlier in Exhibit 1-1:
 - state funded contracts (set-aside and non-set-aside)

- federally-funded contracts (with goals and without goals)
- by type of work involved (show both specialized and general categories of work identified in utilization and availability analysis)
- by geographical location of project (7 SCDOT regions)
- by ethnic group of contractor
- by gender (distinguish minority from non-minority)
- by size of firm
- by bonding capacity of firm
- where minority and women-owned firms were prime contractor (note where contract was set-aside)
- where minority and women-owned firms are subcontractors (note where goals were imposed)
- any other categories deemed necessary to meet the objectives of the study or case law.

TASK 8.0: ANALYZE THE STATISTICAL EXPLANATIONS OF DISPARITY

Objective:

- Utilize statistical analyses to determine the relationships between ethnic/gender and non-ethnic/gender factors in explaining the levels of disparity among firms by M/WBE category

Activities:

8.1 Design a statistical regression model to explain the amounts of SCDOT contract dollars awarded to firms. As example, the model might be:

$$Y = K + b_1 x_1 + b_2 x_2 + b_3 x_3 + b_4 x_4 + b_5 x_5 + b_6 x_6 + b_7 x_7 + b_8 x_8 + b_9 x_9 + b_{10} x_{10} + b_{11} x_{11} + b_{12} x_{12} + b_{13} x_{13} + b_{14} x_{14} + b_{15} x_{15}$$

where

Y = amount of SCDOT contract/subcontractor dollars received by a firm

K = constant

X₁ = firm size (e.g., number employees)

X₂ = firm bonding capacity

X₃ = firm location

X₄ = firm age

X₅, X₆, X₇, X₈ = type of work (0, 1 variables)

X₉, X₁₀, X₁₁, X₁₂ = type of work (0, 1 variables)

X₁₃ = age of firm

X₁₄ = education of CEO

X₁₅ = set-aside/goal provision (0, 1 variables)

- 8.2 Review model with SCDOT Project Officer and make appropriate changes.
- 8.3 Using collected contract and contractor data, conduct the regression analyses.
- 8.4 Based on regression results, continue to modify the model (e.g., dropping/adding variables, trying different curvilinear variables, etc.) until a reasonable statistical fit is derived or it is determined that no reasonable statistical fit can be derived.
- 8.5 Interpret the results of the regression analyses in terms of the contribution that each of the ethnic/gender variables and non-ethnic/gender variables make in terms of explaining variations in the amounts of SCDOT contract/subcontract dollars received by firms. For example, how much of the variations is explained by firm size, age of firm, type of work, etc., and how much is explain by ethnic/gender of the contractor.
- 8.6 Prepare a draft report of the statistical analyses.
- 8.7 Review the draft report with the SCDOT Project Officer and conduct additional statistical analyses as needed.
- 8.8 Prepare final statistical analysis report.

Deliverable:

- A report showing the methodology and the results of detailed statistical analyses of the statistical correlations between both race/ethnic/gender variables and non-race/ethnic/gender variables.

TASK 9.0: ANALYZE HISTORICAL EVIDENCE CONCERNING EFFORTS OF MWBE CONTRACTORS TO OBTAIN SCDOT CONTRACTS AND SUBCONTRACTS DURING THE YEARS OF 1980-1993

Objective:

- Identify, analyze and document historical evidence of efforts by minority and women-owned contractors to obtain SCDOT contracts or subcontracts

Activities:

- 9.1 Interview key state and private sector representatives to identify sources of historical evidence. (Potential sources include public hearings by South Carolina Legislative Black Caucus, study by the Governor's Office of Small and Minority Business Expansion Council, and studies by the South Carolina Legislative Audit Council.)

- 9.2 Obtain and review copies of all identified studies, hearings, correspondence and other information.
- 9.3 Summarize historical evidence showing:
 - source of evidence
 - date of evidence
 - nature of efforts
 - reasons for efforts
 - problems encountered
 - results of efforts (if known).
- 9.4 Produce a draft report which summarizes historical evidence of previous efforts.
- 9.5 Review draft report with SCDOT Project Officer and make appropriate revisions.

Deliverable:

- Report which documents historical evidence of efforts by minority and women-owned businesses to obtain SCDOT contracts and subcontracts

TASK 10.0: CONDUCT TELEPHONE SURVEYS OF STRATIFIED SAMPLES OF AVAILABLE FIRMS TO GATHER NEEDED FIRM DATA AND ANECDOTAL INFORMATION

Objectives:

- Obtain business information from all classifications of firms concerning their experiences in dealing with the SCDOT, other public entities and the private sector and data concerning their business capacity, types of work performed, age of firm, financing, bonding, insurance, and related business information (see Activity 6.6 in Task 6.0, earlier)
- Obtain anecdotal information from all classifications of firms concerning racial, ethnic, gender and other discrimination they have faced in the public and private sectors in South Carolina
- Obtain information that would be helpful in evaluating the SCDOT's current DBE program and in developing recommended modifications, as appropriate, in existing programs, both race and gender-based and race and gender-neutral

Activities:

- 10.1 Design a telephone survey questionnaire for firms to obtain information on the following subjects:
 - utilization in the private and public sectors
 - type of services provided
 - capability and capacity limitations
 - financing, insurance, and bonding
 - size of firm
 - subcontracting
 - business growth
 - ownership structure
 - race/ethnic gender or owner(s)
 - business foundation method
 - experience with the SCDOT
 - professional associations and union membership
 - licenses held
 - annual revenue by source categories.
- 10.2 Develop additional questions for eliciting anecdotal information from firms concerning specific instances of racial, ethnic, or gender discrimination in the public or private sector in South Carolina.
- 10.3 Review questionnaire with SCDOT Project Officer and make appropriate revisions. (Note: To ensure survey success, the survey instrument will be limited to 12 minutes interview time.)
- 10.4 Draw a stratified random sample of firms (stratified by major variables such as M/WBE category, size, type of service, location, etc.) from the master list of firms from Task 6.0. [Note: If the total number of firms is less than 250, we will attempt to survey 100 percent of the firms].
- 10.5 Review sampling methodology and sample with SCDOT Project Officer and make appropriate revisions.
- 10.6 Pre-test telephone survey questionnaire with a small sample of firms. Revise questionnaire as required.
- 10.7 Develop an advance letter that will be mailed by the SCDOT to the selected respondents to notify them of the survey and to request their cooperation.
- 10.9 Sight edit completed questionnaires and follow-up by telephone to complete non-response items and correct apparent errors.
- 10.10 Produce final edited questionnaire response data file.

10.11 Analyze responses by race/ethnic/gender group, type of work, firm size, location, etc. Use cross-tabs to analyze differing responses according to demographic characteristics.

10.12 Produce report of findings from telephone survey.

Deliverable:

- A report describing the procedures followed and the results of the telephone survey of a statistically reliable sample of potential SCDOT contractors and subcontractors with appropriate cross-tab analyses

TASK 11.0: CONDUCT PRIVATE INTERVIEWS WITH SAMPLE OF CONTRACTORS AND SUBCONTRACTORS

Objectives:

- Determine through personal interviews if, and to what extent, evidence exists that SCDOT or its contractors engaged in discriminatory patterns or practices during the period 1980-1993
- Document all evidence or lack of evidence found

Activities:

- 11.1 Select a random sample of approximately 50 vendors from the vendor master file (Task 6.0) to be interviewed.
- 11.2 Develop a draft interview guide. [Note: The interview guide will be carefully structured to eliminate, to the extent possible, any biases in the questions.]
- 11.3 Review random sample and draft interview guide with SCDOT Project Officer and make appropriate revisions.
- 11.4 Schedule interviews by telephone.
- 11.5 Confirm interview appointments by letter and/or telephone.
- 11.6 Conduct interviews.
- 11.7 Analyze interview results.
- 11.8 Prepare draft report of interview results.
- 11.9 Review draft report with SCDOT Project Officer and make appropriate revisions.

11.10 Submit final report of interviews.

Deliverable:

- Report which identifies, from personal interviews, evidence (or lack thereof) of discriminatory patterns or practices by SCDOT or its subcontractors during the period 1980-1993

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| TASK 12.0: CONDUCT PUBLIC HEARINGS |
|---|

Objectives:

- Determine, through formal public hearings, if and to what extent evidence exists that SCDOT or its contractors engaged in discriminatory patterns or practices during the period 1980-1993
- Document all evidence or lack of evidence found

Activities:

- 12.1 Develop a draft plan, format and time schedule for public hearings in each of SCDOT's seven engineering districts.
- 12.2 Review draft plan, format and schedule with the SCDOT Project Officer and make appropriate revisions to produce final plan.
- 12.3 Schedule public hearings (we suggest that appropriate SCDOT officials/staff participate in the hearings).
- 12.4 Send letters to all vendors on the master list advising them of the time, place and purpose of the hearings and encouraging them to participate.
- 12.5 Advertise time, place and purpose of hearings in local newspapers.
- 12.6 Conduct hearings (Note: All hearings will be both audio taped and recorded by a court reporter.)
- 12.7 Analyze transcripts of hearings to identify evidence of discriminatory patterns and practices of SCDOT or its contractors.
- 12.8 Prepare a draft report of findings from public hearings.
- 12.9 Review draft report with SCDOT Project Officer, and make appropriate revisions.
- 12.10 Submit final report of findings from public hearings.

Deliverable:

- A report which identifies, from public hearings, evidence (or lack thereof) of discriminatory patterns or practices by SCDOT or its subcontractors during the period 1980-1993

TASK 13.0: EVALUATE THE EFFECTIVENESS OF RACE AND GENDER-NEUTRAL TECHNIQUES

Objectives:

- Identify specific problems encountered by M/WBE and other firms in obtaining SCDOT contracts and subcontracts
- Identify specific programs and activities tailored to assist specific minority group members in overcoming the effects of disparity
- Determine the effectiveness of race and gender-neutral programs in assisting M/WBE and other contractors/subcontractors

Activities:

- 13.1 Identify from previous anecdotal and other analyses the specific problems which M/WBE and other firms face in obtaining SCDOT contracts and subcontracts.
- 13.2 Identify existing race and gender-neutral programs which have been used by the SCDOT to increase minority and women business participation in construction, professional services, and the purchasing of commodities and supplies.
- 13.3 Identify other race and gender-neutral programs in the state that were designed to help M/WBE firms to develop.
- 13.4 Analyze the effectiveness of the SCDOT's race and gender-neutral programs based on the amount of contracts received by M/WBE firms and evidence gathered from affected individuals who participated in the programs.
- 13.5 Analyze the extent and effectiveness of other race and gender-neutral programs in the South Carolina area designed to help M/WBE firms to develop.
- 13.6 Identify other race and gender-neutral programs available to the SCDOT and evaluate their potential effectiveness. Use special care to follow the guidelines of recent post-Croson decisions in analyzing race and gender-neutral programs. The potential programs would include bonding alternatives and financing plans. Estimate the cost of implementation and describe any perceived impediments.

- 13.7 For each problem identified in Activity 13.1, above, identify (to the extent possible) race and gender-neutral program solutions.
- 13.8 Prepare a draft report of the effectiveness of race and gender-neutral programs in assisting the SCDOT to avoid being a passive or active participant in race or gender discrimination.
- 13.9 Review draft report with SCDOT Project Officer and make appropriate revisions.
- 13.10 Submit final report.

Deliverable:

- A report which identifies specific problems M/WBE and other firms face in obtaining SCDOT contracts and subcontracts and, to the extent possible, race and gender-neutral remedies to those problems

TASK 14.0: IDENTIFY NARROWLY TAILORED RACE AND GENDER-BASED REMEDIES, IF NECESSARY

Objectives:

- Identify the extent to which race and gender-neutral remedies will not correct the specific problems encountered by M/WBE firms in trying to obtain SCDOT contracts and subcontracts
- Identify narrowly tailored race and gender-based remedies needed to correct patterns or practices which race and gender-neutral remedies will not correct

Activities:

- 14.1 Utilizing the results of the Task 13.0 (above) analyses, identify problem areas, if any, where race and gender-neutral remedies will not correct the problem.
- 14.2 For each problem area (or groups of areas) identify narrowly tailored race and gender-based remedies.
- 14.3 Prepare draft report.
- 14.4 Review draft report with SCDOT Project Officer and make appropriate revisions.
- 14.5 Submit final report.

Deliverable:

- Report which identifies problem areas, if any, which race and gender-neutral remedies will not correct and which identifies needed narrowly tailored race and gender-based remedies

TASK 15.0: DEVELOP IMPLEMENTATION PLAN

Objectives:

- Develop recommended changes in SCDOT policies and procedures and in appropriate state statutes, as necessary
- Develop monitoring plan for recommended remedies to determine when goals are achieved
- Develop implementation time schedule and plan

Activities:

- 15.1 Based on the results from previous tasks, develop a draft set of recommended changes in SCDOT policies and procedures and in state statutes, as appropriate.
- 15.2 Review draft changes SCDOT Project Officer and make appropriate revisions.
- 15.3 Develop draft monitoring system and review with SCDOT Project Officer.
- 15.4 Develop draft implementation plan to include specific work tasks, responsibility assignments and time schedules.
- 15.5 Review draft implementation plan with SCDOT Project Officer and make appropriate revisions.
- 15.6 Prepare final implementation plan.

Deliverables:

- Implementation plan to include:
 - recommended changes in SCDOT policies and procedures and in state statutes
 - recommended program monitoring system

- implementation work tasks, responsibility assignments and time schedule

TASK 16.0: PREPARE FINAL REPORT

Objectives:

- Prepare a single final report which incorporates the findings, conclusions and recommendations from all project work tasks into a single, comprehensive report
- Meet with SCDOT management representatives to answer questions regarding the findings and analyses of the disparity study
- Prepare an oral presentation that outlines the study and its findings

Activities:

- 16.1 Combine all project reports and analyses into draft written report.
- 16.2 Submit draft report to SCDOT Project Officer for review. Meet with Project Officer and other SCDOT managers to answer questions regarding the findings and analyses of the study, if necessary.
- 16.3 After review by Project Officer, make appropriate changes and prepare final written report.
- 16.4 Submit a camera-ready copy of the final report.
- 16.5 Deliver copies of all computer-based databases developed in the course of the study. The databases can be used for further analysis and updating by the SCDOT.
- 16.6 Conduct four oral presentations, at the completion of the study, to or on behalf of SCDOT (upon reasonable notice by SCDOT).

Deliverables:

- A comprehensive final report which incorporates the results of all project work tasks into a well-organized and written report
- Copies of all computerized databases developed during the study
- Four oral presentations of the report and its findings to, or on behalf of SCDOT

SUMMARY LIST OF THE DELIVERABLES

| WORK TASK | DELIVERABLES |
|---|--|
| Task 1.0: <i>Finalize Work Plan</i> | <ul style="list-style-type: none"> ▪ Revised work plan and methodology designed to fully incorporate SCDOT priorities and reflect the availability and format of available data both in the central and district offices and at the Blockhouse. Revision will include any needed adjustments in time schedules and deliverables |
| Task 2.0: <i>Prepare a Detailed Document Which Explains the Evidentiary Basis Required for a Race and Gender Remedial Program</i> | <ul style="list-style-type: none"> ▪ A legal review of the evidentiary requirements for disparity studies and race/gender remedial programs |
| Task 3.0: <i>Establish Categorical Structure</i> | <ul style="list-style-type: none"> ▪ A contract/subcontract/contractor/subcontractor categorical structure with definitions for each category and subcategory ▪ A structure (form) for collecting contract data which is consistent with the categorical structure ▪ A structure (either a form or a survey instrument or both) for gathering information about vendors which is consistent with the categorical structure |
| Task 4.0: <i>Review Purchasing, Contracting and DBE Policies, Procedures and Practices</i> | <ul style="list-style-type: none"> ▪ A written summary of relevant SCDOT purchasing policies, procedures and practices over the years 1980-1993 and how those policies affected DBEs |
| Task 5.0: <i>Determine the Number of Contract/Subcontract and Expenditures by Category and Relevant Market Area</i> | <ul style="list-style-type: none"> ▪ Utilization report showing, to the extent possible from available data, percentages of SCDOT contracts and contract dollars for each year of 1980-1993 time period for the following categories: <ul style="list-style-type: none"> - type of work categories and subcategories - firm size categories - firm bonding capacity categories - regional location - source of funds - contractor restrictions - ethnic classification - gender classification - prime vs. subcontract - other |
| Task 6.0: <i>Determine Availability of Qualified Firms</i> | <ul style="list-style-type: none"> ▪ Report showing by SCDOT district, the number of "available, qualified, willing and able" firms by M/WBE category by SCDOT type of work category and by other appropriate distinctions (e.g., size, bonding capacity, etc.) |





















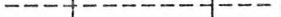

SUMMARY LIST OF THE DELIVERABLES (Cont'd)

| WORK TASK | DELIVERABLES |
|--|---|
| Task 7.0: <i>Analyze Utilization and Availability Data for Disparity</i> | <ul style="list-style-type: none"> ▪ Set of disparity indices for each of the following categories as described earlier in Exhibit 1-1: <ul style="list-style-type: none"> - state funded contracts (set-aside and non-set-aside) - federally-funded contracts (with goals and without goals) - by type of work involved (show both specialized and general categories of work identified in utilization and availability analysis) - by geographical location of project (7 SCDOT regions) - by ethnic group of contractor - by gender (distinguish minority from non-minority) - by size of firm - by bonding capacity of firm - where minority and women-owned firms were prime contractor (note where contract was set-aside) - where minority and women-owned firms are subcontractors (note where goals were imposed) - any other categories deemed necessary to meet the objectives of the study or case law. |
| Task 8.0: <i>Analyze the Statistical Explanations of Disparity</i> | <ul style="list-style-type: none"> ▪ A report showing the methodology and the results of detailed statistical analyses of the statistical correlations between both race/ethnic/gender variables and non-race/ethnic/gender variables. |
| Task 9.0: <i>Analyze Historical Evidence Concerning Efforts of M/WBE Contractors to Obtain SCDOT Contracts and Subcontracts During the Years of 1980-1993</i> | <ul style="list-style-type: none"> ▪ Report which documents historical evidence of efforts by minority and women-owned businesses to obtain SCDOT contracts and subcontracts |
| Task 10.0: <i>Conduct Telephone Surveys of Stratified Samples of Available Firms to Gather Needed Firm Data and Anecdotal Information</i> | <ul style="list-style-type: none"> ▪ A report describing the procedures followed and the results of the telephone survey of a statistically reliable sample of potential SCDOT contractors and subcontractors with appropriate cross-tab analyses |
| Task 11.0: <i>Conduct Private Interviews with Sample of Contractors and Subcontractors</i> | <ul style="list-style-type: none"> ▪ Report which identifies, from personal interviews, evidence (or lack thereof) of discriminatory patterns or practices by SCDOT or its subcontractors during the period 1980-1993 |
| Task 12.0: <i>Conduct Public Hearings</i> | <ul style="list-style-type: none"> ▪ A report which identifies, from public hearings, evidence (or lack thereof) of discriminatory patterns or practices by SCDOT or its subcontractors during the period 1980-1993 |
| Task 13.0: <i>Evaluate the Effectiveness of Race and Gender-Neutral Techniques</i> | <ul style="list-style-type: none"> ▪ A report which identifies specific problems M/WBE and other firms face in obtaining SCDOT contracts and subcontracts and, to the extent possible, race and gender-neutral remedies to those problems |
| Task 14.0: <i>Identify Narrowly Tailored Race and Gender-Based Remedies, if Necessary</i> | <ul style="list-style-type: none"> ▪ Report which identifies problem areas, if any, which race and gender-neutral remedies will not correct and which identifies needed narrowly tailored race and gender-based remedies |

SUMMARY LIST OF THE DELIVERABLES (Cont'd)

| WORK TASK | DELIVERABLES |
|---|---|
| <i>Task 15.0: Develop Implementation Plan</i> | <ul style="list-style-type: none"> ■ Implementation plan to include: <ul style="list-style-type: none"> - recommended changes in SCDOT policies and procedures and in state statutes - recommended program monitoring system - implementation work tasks, responsibility assignments and time schedule |
| <i>Task 16.0: Prepare Final Report</i> | <ul style="list-style-type: none"> ■ A comprehensive final report which incorporates the results of all project work tasks into a well-organized and written report ■ Copies of all computerized databases developed during the study ■ Four oral presentations of the report and its findings to, or on behalf of SCDOT |

ESTIMATED TIME SCHEDULE BY MAJOR WORK TASK

| WORK TASKS | SEP | OCT | NOV | DEC | JAN | FEB | MAR | APR |
|--|------|---|---|--|--|--|---|------|
| | 1 15 | 1 15 | 1 15 | 1 15 | 1 15 | 1 15 | 1 15 | 1 15 |
| Task 1.0: Finalize Work Plan | |  | | | | | | |
| Task 2.0: Prepare a Detailed Document Which Explains the Evidentiary Basis Required for a Race and Gender-Based Remedial Program | |  | | | | | | |
| Task 3.0: Establish Categorical Structure | |  | | | | | | |
| Task 4.0: Review Purchasing, Contracting and DBE Policies, Procedures and Practices | |  |  | | | | | |
| Task 5.0: Determine the Number of Contract/Subcontract and Expenditures by Category and Relevant Market Area | |  | | | | | | |
| Task 6.0: Determine Availability of Qualified Firms | |  | | | | | | |
| Task 7.0: Analyze Utilization and Availability Data for Disparity | | | | |   | | | |
| Task 8.0: Analyze the Statistical Explanations of Disparity | | | | | |  | | |
| Task 9.0: Analyze Historical Evidence Concerning Efforts of M/WBE Contractors to Obtain SCDOT Contracts and Subcontracts During the Years of 1980-1993 | |  | | | | | | |
| Task 10.0: Conduct Telephone Surveys of Stratified Samples of Available Firms to Gather Needed Firm Data and Anecdotal Information | | |  | | | | | |
| Task 11.0: Conduct Private Interviews with Sample of Contractors and Subcontractors | | |  | | | | | |
| Task 12.0: Conduct Public Hearings | | | |   | | | | |
| Task 13.0: Evaluate the Effectiveness of Race and Gender-Neutral Techniques | | | | | |   | | |
| Task 14.0: Identify Narrowly Tailored Race and Gender-Based Remedies, if Necessary | | | | | |   | | |
| Task 15.0: Develop Implementation Plan | | | | | | |  | |
| Task 16.0: Prepare Final Report | | | | |   | | | |
| Progress Reports | | | * | * | * | * | * | * |

ATTACHMENT "B"
SERVICES OF THE DEPARTMENT

The DEPARTMENT agrees to provide to the CONSULTANT, and at no cost to the CONSULTANT, the following upon request:

1. Access to and use of all reports, data and information in possession of the DEPARTMENT which may prove pertinent to the work set forth herein.
2. Existing Policies and Procedures of the DEPARTMENT with reference to all phases of the CONSULTANT's work.
3. Work space on its premises for examination of DEPARTMENT files.

ATTACHMENT "C"

FEE

The total fee shall be \$349,991.00, payable in six monthly installments of \$49,998.71 each, with a final monthly payment of \$49,998.74, subject to the provisions of Section VI of this Agreement regarding Mode of Payment.