

**Travel Demand Model Update, Socioeconomic Projection Update, and On-
Call Service**

Request For Proposals

July 1, 2025

Proposals Due July 31, 2025

RFP Amendment #1

(7/9/25). Deletions are noted by strikethrough text.
Additions are noted by bold text.

- Extended deadline to ask questions
- Extended deadline to respond to questions
- Modified submittal requirements & scoring to remove fee consideration



Contents

Request For Proposals.....	1
Proposal Requirements.....	1
Consultant Selection and RFP Schedule.....	2
Contract Term.....	3
Cost Liability	3
Expertise.....	3
Background	3
Existing Models	4
Scope of Services	6
Budget	10
Meetings	10
Travel	11
Pricing Hours	11
Appendix A – Sample Agreement	12
Appendix B – Consultant Agreement Specifications.....	14
Appendix C Idaho Code Certification	29

Request For Proposals

The Bannock Transportation Planning Organization (BTPO) requests proposals for the services to update the Travel Demand Modeling to the base year of 2025, update the current socioeconomic projects from 2050 to 2060 in five-year intervals, and provide on-call services in accordance with the scope of services provided within this Request for Proposals (RFP).

The Request for Proposals (RFP) includes an update and enhancement of the Bannock Transportation Planning Organization (BTPO) Travel Demand Model (TDM) and the update of the socioeconomic projections to 2060, and to provide on-call technical assistance for an additional 24 months. Currently, the BTPO staff maintains the regional TDM. The TDM and socioeconomic projections are updated every five years. The last update occurred in 2021 and was validated with 2020 traffic data. BTPO has projections for households, housing units, population, and employment extending to 2050 in five-year intervals. The latest version of the model was developed in TransCAD 8.0, but BTPO now uses TransCAD 9.0.

Proposal Requirements

The RFP proposals must be submitted in Adobe Acrobat Portable Document Format (.pdf). BTPO must receive the proposals by midnight on July 31, 2025. Proposals must be submitted via email to admin@bannockplanning.org. The proposals shall, at a minimum, include the following items:

- A cover letter signed and dated by the person or an authorized representative of the organization making the submittal.
- A brief statement of the Consultant's understanding of the tasks of this project and the services required of the Consultant.
- A proposed work plan indicating tasks to be accomplished, work schedule or timeline, consultant personnel/subcontractors expected to perform each major task element, and the involvement (and timing of that involvement) anticipated by the BTPO staff. The Consultant shall identify possible activities to be performed by staff to coordinate public involvement, agency meetings, and various other meetings.
- An agency participation program detailing the Consultant's plan for obtaining agency input on socioeconomic projections from the City of Chubbuck, the City of Pocatello, Bannock County, and the Idaho Department of Transportation. Include the anticipated BTPO staff involvement.
- Qualifications of key individuals to be assigned to this project, their availability during the relevant periods, and their recent experience on similar projects.

- The Estimated ~~Cost~~ **Hours** ([Format provided in the Hours section.](#))

Consultant Selection and RFP Schedule

BTPO will convene a Selection Committee to evaluate and rank the consultants that respond to this RFP. This evaluation will be based on the proposals submitted and (at the discretion of the committee) on interviews with those consultants who appear to be particularly well qualified based on their written proposals.

BTPO will use the following criteria to evaluate the proposals (70 points total):

1. Consultant's knowledge/understanding and previous experience of the project: Do the Consultant's key staff and sub-consultants demonstrate direct experience to meet the requirements of the scope of work and updating Travel Demand Models using TransCAD Software? (30 points)
2. Approach: Does the Consultant's approach clearly and logically address how they will address the scope of work? (20 points)
3. ~~Budget Hours: Is the Consultant's proposed budget and fee structure competitive, reasonable, and advantageous to BTPO?~~ **Are the Consultant's estimated hours reasonable given the scope?** (15 10 points)
4. Innovation: Does the proposal provide any innovative suggestions to meet the needs of the project? (5 points)

In the event the Selection Committee finds no clear difference in qualifications, experience, and other criteria between two or more proposals, interviews may be conducted with those firms with the top scores (a maximum of 3). Interviews may be conducted by telephone if travel to Pocatello is not possible. Should interviews take place, consultants participating in the interview process will be rescored using the same criteria identified above, with an additional 30 points possible for the interview process.

Upon approval, the contract will be awarded after an agreement is reached on a final work plan and price. If an appropriate agreement cannot be reached with the highest-ranked Consultant, the second-ranked Consultant will be approached, and so on.

BTPO anticipates the following schedule for the selection process (this schedule is subject to change; changes to the schedule will be posted on the BTPO website):

- RFP Activity Dates:
 - Issue RFP July 1, 2025

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

- Deadline to submit questions and requests for clarification: July ~~15~~ **18**, 2025
- Deadline for response to questions and requests for clarification: July ~~18~~ **23**, 2025
- Proposals due: July 31, 2025
- Proposals reviewed and ranked by selection panel: August 5 to August 8, 2025.
The Selection team recommends a Consultant to the Policy Board
- Execute agreement: September 6, 2025; notice to proceed September 10, 2025

Contract Term

BTPO anticipates a schedule of approximately 12 -16 months from notice to proceed to accomplish this scope of work. The actual schedule will be negotiated with the selected Consultant based on availability and the finalized scope of work. The On-call agreement is for an additional 2 years. The on-call agreement will be negotiated separately from the TDM and Socioeconomic update.

Cost Liability

All costs incurred in the submission of proposals or in making necessary studies, designs, or benchmarks of estimates for the preparation of the proposals are the sole responsibility of the Consultant.

Expertise

The Consultant is expected to have expertise in the following conditions at a minimum:

- Geographic, economic, and transportation system data sources and the appropriate use of those sources when developing forecasts or projections.
- The use of TransCAD, ArcGIS, databases, and matrix manipulation is required.
- Developing a land use forecasting allocation model where the outputs serve as inputs to the travel demand model.
- Developing and reviewing travel model equations, constants, and variables.
- The use and incorporation of data sources like Streetlight into the TDM.

Background

The BTPO is the federally recognized Metropolitan Planning Organization for the Pocatello Urbanized Area, located in northern Bannock County. The population of the region is currently approximately 81,000, and the employment is 39,000. BTPO has five member agencies, including the City of Chubbuck, the City of Pocatello, Bannock County, Pocatello Regional Transit, and the Idaho Transportation Department.

Existing Models

BTPO maintains a modified four-step travel demand model in TransCAD to perform regional analyses, including transportation planning. The current TDM was completed in 2021 and has a base year of 2020. The 2020 model is built on the 2010 model, which included a household travel survey. The current model is a destination choice model. The TDM is not a traditional four-step model; rather, nonmotorized trips are reduced based on district-to-district travel of bicycle, pedestrian, and transit modes of travel.

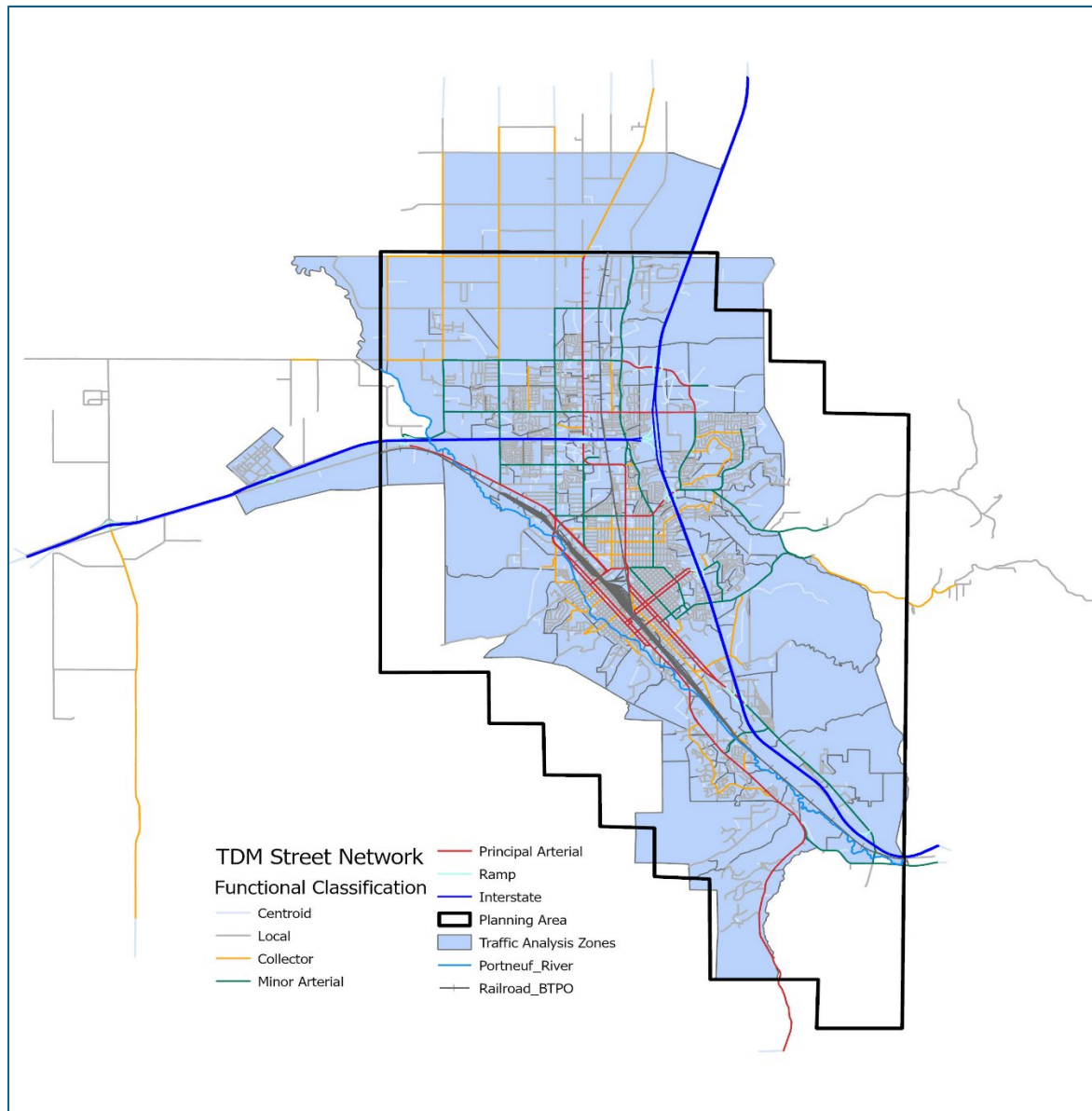
The current TDM has 644 Traffic Analysis Zones (TAZ) and 19 external stations. The TDM area is larger than the BTPO Planning area. It includes portions of Fort Hall Reservation and Eastern Power County.

The documentation for the BTPO TDM is available at: [Request for Proposals \(RFP\) - Travel Demand Model Update | Engage](#)

The street, TAZ, planning area, and other layers are available at the following link: [Travel Demand Model](#). The link is also available at: [Request for Proposals \(RFP\) - Travel Demand Model Update | Engage](#)

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

Figure 1 BTPO Model Area and TAZ Structure



BTPO has utilized CommunityViz software, a land-use allocation model, for the 2025-2050 household and employment projections. The model uses development potential to allocate the housing units and employees to TAZs. The CommunityViz software is in flux, and BTPO is considering, as part of the update, changing the land use allocation model.

The Population, household, and housing unit projections were based on controls developed using the United States Bureau of Economic Analysis (BEA) and Woods and Pool population projections. The socioeconomic projections methodology is available at [Request for Proposals](#)

[\(RFP\) - Travel Demand Model Update | Engage](#). As of the writing of this RFP, BEA no longer supports the projects used by BTPO.

The TAZ boundaries are based on the 2020 United States Census Block data. Some of the blocks were modified to fit the topography or to split large blocks into smaller areas where development was anticipated. A crosswalk table is available.

Scope of Services

The Consultant, at a minimum, must satisfactorily achieve the implied deliverables in this section. In the proposal, respondents should address each task in the scope of work. Consultant and may also identify sub-tasks, as appropriate. Respondents may propose to achieve additional deliverables beyond those minimally required.

Respondents may submit a proposal for a specific land use allocation model. The evaluation of various land-use allocation models should be included in the tasks.

The Consultant is expected to provide technical expertise oversight and perform the primary work on the travel model update, with the BTPO staff providing support and guidance.

The Consultant's work tasks are anticipated to include the following Tasks:

- Task 1 - Project Management & Documentation
- Task 2 – Review the current model boundaries and TAZ structure and recommend potential contraction or expansion of the model boundaries
- Task 3 – Update the highway network and TAZ data to 2025
- Task 4 – Population, household, housing units, and employment forecasts to 2060 at five-year intervals
- Task 5 – Socioeconomic (land use) allocation model
- Task 6 – TDM Development and Improvements
- Task 7 – TDM Calibration, Validation and Sensitivity Testing
- Task 8 – Documentation
- Task 9 – Training
- Task 10 – On-call Support Services

Task 1.0 - Project Management

The model update will require close coordination between the BTPO staff and the consultant staff. The Consultant will schedule an initial kick-off meeting with BTPO and other stakeholders within two weeks from the date of the Notice to Proceed. The Consultant will schedule regular coordination meetings to provide an update on the progress of the model update. These

meetings will serve not only as a channel to update BTPO on the project's progress but also to jointly resolve any modeling issues that may arise during the project's course. The Consultant and BTPO will determine the frequency of these meetings. The meetings are assumed to be virtual. The Consultant will provide a monthly progress report, along with each invoice, which summarizes the work performed and key deliverables during the previous month.

Task 2 - Review the current model boundaries and TAZ structure and recommend potential contractions or expansions of the model boundaries

The TDM currently has 644 TAZs and 19 external zones. The TAZ structure is based on the 2020 Census Blocks. The TDM boundaries were built to support air quality conformity for the Portneuf Valley Non-Attainment Area and the Fort Hall Non-Attainment Area. As of 2026, both conformity and non-conformity determinations are required. The Consultant will review the current model boundaries and TAZ structure and recommend potential contraction or expansion of the model boundaries in the following areas:

- Removal of Power County TAZs
- Removal of Fort Hall TAZs
- Expansion of TAZ south to include the city of Inkom

BTPO doesn't anticipate any zone splits at this time.

Task 3 – Update the highway network, Housing units, and Employment by Category to 2025

The BTPO TDM includes all public roads. The Consultant will update the 2023 highway network and TAZ layer to align with any changes in the TAZ structure proposed in Task 2. All roads outside the proposed boundaries should be eliminated, except for external stations. BTPO maintains a street network in ArcGIS Pro and will provide that geodatabase to the Consultant.

The BTPO employment sectors are service, retail, other, education, and university. The sectors are based on the North American Industry Classification System. The Consultant will review the existing conversion table and recommend changes to the table. BTPO does not anticipate changing the number of employment sectors, but the Consultant may recommend additional sectors.

BTPO will provide an Idaho Department of Labor geocoded employment file, organized by employment category, for the model area. A consultant is expected to purchase a national employment data set to supplement the Idaho Department of Labor data set.

BTPO maintains a housing unit database that includes 2020 Census data, as well as building permits for each year since the Census. BTPO will provide the data set update to 2024. BTPO

uses the previous year's building permit data as the number of housing units in the current year. The 2000–2024 building permit data would be the 2025 base housing numbers. Changing that practice to include 2025 building permit data would delay the data availability until January 2026.

Task 4 – Population, household, housing units, and employment forecasts to 2060 at five-year intervals

BTPO used a combination of Woods and Poole housing projections and the Bureau of Economic Analysis (BEA) to project the 2012 socioeconomic data to 2050. The employment projections utilized Excel's linear forecast formula. The function predicts a future value based on historical values. The historical data used is the BEA wage and employment data from 1969 to 2019. As of November 2023, BEA no longer provides an update.

The Consultant shall propose a method to project the existing socioeconomics (2025) to 2060 in five-year intervals. The method should produce control totals for Bannock County, the BTPO model area in Bannock County, and the BTPO model area within Power County.

Task 5 – Socioeconomic (Land Use) Allocation Model

BTPO utilized CommunityViz software as the allocation model for the 2021 model update. The model tasks zoning, available development, and other factors to allocate the control total data to the various TAZs. The model includes a component that allows for known development to be added to the first five years. CommunityViz operates on a version of ArcGIS that BTPO no longer has. The Consultant shall propose a land allocation model and utilize it to allocate housing units and employment growth to the 644 TAZs. Provide an outline of how local agencies can provide input on the results of the model.

Task 6 - TDM Development and Improvements

Household size, number of workers, and trip rate – The average household size (hhsz_lookup) determines the number of persons within the household. The number of persons per household (hhworkers_lookup) determines the percentage of households with zero, one, two, and three workers. The hhsz_lookup was developed as part of the household survey. The Consultant will review the hhsz_lookup table and propose changes to the data on other communities or other data sources if available. The Consultant will review the hhworkers_lookup table and use the American Community Survey Table B08202 or other data sources to update the table.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

The Trip rate is based on the employment sector and the number of workers. The table was developed using the 2012 household survey data. BTPO would like to update the table if a data source can be found.

Destination Choice Model - The destination choice model includes coefficients for each employment sector. The model coefficients were evaluated against the Caliper Corporation's model estimation work for the Central Coast of California, specifically Monterey, San Luis Obispo, and Santa Barbara. The review provided a deeper understanding of the model specifications and their corresponding coefficients. Some of the coefficients were adjusted as part of the update to gain a better understanding of the attractions, enhance trip distribution, and increase the model's sensitivity.

The model also includes an ISU factor and NHB_PAM, which increases production for NHB travel by workers and delivery drivers. The Consultant shall review the SU factor and NHB_PAM and recommend changes, if any.

Time of Day – The TDM was calibrated on daily traffic counts. The model also runs assignments for three time periods: AM, midday, and PM peak hours. Review the existing time-of-day factors and recommend updates.

External Stations – The model has an external table that guides the EE to EE and EE to EI for each of the 19 external stations. Update the table based on OD analysis using StreetLight (BTPO can provide) or other data sources. BTPO will provide the 2025 ADT for each external station along with an ADT growth Excel spreadsheet.

Model Development - The Consultant shall produce a fully functional travel demand model, including the recommended improvements and changes outlined above, and complete runs for 2025 and 2060.

Task 7 – TDM Calibration and Validation and Sensitivity Testing

The Consultant will calibrate and validate the travel model to a base year of 2025. Calibration will include all four steps of the four-step model. BTPO and the Idaho Department of Transportation conducted 126 short-term (48 to 72-hour) and ATR traffic counts in 2024. BTPO expects to complete 100 traffic counts by October 2025. The Consultant will review traffic count data, including screen line data, and recommend additional count locations. The Consultant should plan on conducting an additional 30 short-term counts. Additional counts over 30 can be negotiated with BTPO. The validation procedures for model development should include the percentage of root mean square error (RMSE) between the modeled link volumes and the actual traffic counts, as well as trip length frequencies.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

The Consultant shall develop and test several scenarios to analyze the sensitivity to changes in land use and transportation.

Task 8 – Documentation

The Consultant is expected to document the development of the TDM and socioeconomic projections along the process. The final documentation will include the following drafts:

- TDM development, calibration, and validation report
- Socioeconomic Report
- Users Guide.

BTPO will provide comments within 30 days of the draft submittal. BTPO will submit the comments to the Consultant for inclusion in the draft. Final reports shall be submitted in Adobe PDF format.

Task 9 – Training

Following the completion of the model and socioeconomic projection update, the Consultant will provide a two-day training on the operation of the model and the user guide. Depending upon the location of the Consultant's office, the training may be conducted at the Consultant's office or the BTPO office. Training should be included in the cost estimation.

Task 10 – On-Call Support Services

BTPO is requesting that the Consultant be available for 2 years after the completion of the model and socioeconomic update to provide modeling services. The scope and Cost of the on-call support will be negotiated at the beginning of each year.

Budget

Meetings

The Consultant and the BPTO Staff will work as a team and must be available for meetings or phone calls. The budget for travel is expected to be limited, so alternative communication options, such as Microsoft Teams, should be considered when in-person meetings are not necessary or possible. These options might involve interactive, web-based meetings that display graphic or tabular materials in addition to voice communications.

Travel

The BTPO office is located in Pocatello, Idaho. Any anticipated travel expenses for the Consultant team members must be included in the submitted cost proposals. Due to the limited budget for this project, travel expenses should be minimized.

Pricing Hours

All submitting Consultants should submit a breakdown of their proposal in the following manner:

- ~~Hourly fee per employee for each proposed task~~
- Estimated travel hours ~~and associated Cost~~
- Estimated hours dedicated to each task
- ~~Other expected or proposed fees or costs.~~

The preceding items should be summed in a table for ease of review.

Appendix A – Sample Agreement

Bannock Transportation Planning Organization

Professional Service and Consultant Agreement

Agreement Title:

THIS AGREEMENT between the Bannock Transportation Planning Organization, whose address is 214 East Center Street, Suite 70, Pocatello, Idaho 83201, hereinafter called "BPTO", and Consultant , whose address is , hereinafter called "Consultant."

NOW, THEREFORE, the parties hereby agree as follows:

I. Agreement Administrator:

This agreement shall be administrated by Mori Byington, Planning Director.

II. Sub-consultants

BTPO approved the Consultant's utilization of the following Sub-consultants:

Pinetop Engineering

III. Duties and Responsibilities of Consultant

The Consultant shall provide professional services as outlined in the attachments and as further described herein. The following attachments are included in this agreement:

1. Attachment 1 is the negotiated scope of work and Cost estimate

2. Attachment 2 is the Consultant Agreement Specification

IV. Duties and Responsibilities of BTPO

BTPO shall provide to the Consultant, upon request, copies of any records or data on hand that are pertinent to the work under the agreement.

V. Term of Agreement and Notice to Proceed

The Consultant shall start work under this agreement no later than ten (10) calendar days from the receipt of the signed agreement and written notice to proceed with the work. The Consultant shall complete the work by XX, 20XX

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

VI. Basis of Payment

- A. Compensation Amount: Not to exceed the amount is
- B. Increases in the labor rates during the life of this agreement will be accepted. Consultant shall notify the Agreement Administrator of any change in the agreement payroll rates. New rates shall apply from the day the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of this agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in the agreement first written above,

Consultants Legal Name:

Consultants Authorized Representative's Printed Name

Title

Signature

Date

BTPO Authorized Representative's Printed Name

Title

Signature

Date

Appendix B – Consultant Agreement Specifications

These specifications supplement all Professional and Term agreements and shall be attached to said agreements.

A. DEFINITIONS

1. Administrator: Person directly responsible for administering the Professional Services Agreement (Agreement) on behalf of the BTPO.
2. Combined Overhead: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.
3. Cost: Cost is the sum of the hourly charge-out rate and other direct costs.
4. Cost Plus Fixed Fee: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs plus the fixed fee.
5. CPM: Critical Path Scheduling. The CPM will list work tasks, durations, milestones, dates, and BTPO/Local review periods.
6. Fixed Fee: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall consider the size, complexity, duration, and degree of risk involved in the work. The fee is "fixed," i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated.
7. General Administrative Overhead (Indirect Expenses): The allowable overhead (indirect expenses) is a percent of the direct labor cost.
8. Hourly Charge Out Rate: The negotiated hourly rate to be paid to the Consultant includes all overhead for time worked directly on the project.
9. Incentive/Disincentive Clause: Allows for the increase or decrease of the total Agreement amount paid based on factors established in the Agreement. Normally, these factors will be completion time and completion under budget.
10. Lump Sum: An agreed-upon total amount, that will constitute full payment for all work described in the Agreement.
11. Milestones: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

"working" or "calendar" days. As many milestones as the Consultant and the BTPO believe necessary for the satisfactory completion of the Agreement will be negotiated.

12. Not-To-Exceed Amount: The Agreement amount is considered a Not-to-Exceed amount, which shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. Other Direct Costs: The out-of-pocket costs and expenses directly related to the project are not a part of the normal company overhead expense.

14. Payroll Additives: All payroll additives allocable to payroll costs such as FICA, BTPO Unemployment Compensation, Federal Unemployment Compensation, Group Insurance, Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. Payroll Costs (Direct Labor Cost): The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. Per Diem Rates: Per Diem will be reimbursed at actual cost. However, reimbursements shall not exceed the current approved rates. The current rates are listed on the following Web site: <http://itd.idaho.gov/business/?target=consultant-agreements> .

17. Standard of Care: The level or quality of service ordinarily provided by normally competent practitioners of good standing in that field, contemporaneously providing similar services in the same locality and under the same circumstances.

18. State: Normally, "State" refers to the Idaho Transportation Department.

19. Unit Prices: The allowable charge-out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31, and be supported by an audit accepted by the BTPO.

B. STANDARDS OF PERFORMANCE

Except as otherwise specifically provided for in the Consultant's Scope of Work, the Consultant agrees that all work performed under the Agreement will be performed in accordance with Idaho Transportation Department Standards and other appropriate standards with generally

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

acceptable standard of care. When the work requires checking, the checking shall be performed by a qualified person other than the one who performed the work.

C. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer the Agreement for performance and payment and will decide all questions regarding the quality and acceptability of the work, rate of progress, the definition of work to be performed, completion of milestones, and acceptable fulfillment of the Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall timely coordinate all reviews performed by BTPO or their representatives.

D. PERSONNEL

The Consultant shall provide an adequate staff of experienced personnel or Subconsultants capable of and devoted to successfully accomplishing work under the Agreement. The specific Subconsultants listed in this Agreement, including the Project Manager, shall be subject to approval by the BTPO and shall not be removed or replaced without the prior written approval of the BTPO.

E. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the BTPO for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each Subconsultant Agreement between the Consultant and Subconsultant and provide the BTPO with a copy of each Subconsultant Agreement before the Subconsultant begins work. No other subconsultant shall be used by the Consultant without prior written consent by the BTPO.

F. MONTHLY PROGRESS REPORT

G. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed that qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the BTPO. The monthly invoice shall be submitted no later than the tenth of each month following the month being invoiced.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

Lump Sum

Progress payments will be made based on a percentage of the work or milestones satisfactorily completed.

Cost Plus Fixed Fee

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent completion of each item of work, each milestone and the percent complete of the entire Agreement. Progress payments will be made based on the invoice cost less the fixed fee for the work satisfactorily completed for each invoicing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made, including the Fixed Fee.

Cost

The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice and shall show the percent completion of each item of work and percent completion of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at <http://itd.idaho.gov/business/?target=consultant-agreements> .

For "Cost Plus Fixed Fee" and "Cost" agreements, invoices must include backup documentation to support expenditures as appropriate and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The BTPO will make full payment for the value of the services performed, which qualify for payment. This full payment will apply until 95 percent of the work has been completed. No further progress payments will be made until all work under the Agreement has been satisfactorily accomplished and accepted by the BTPO. If, at any time, BTPO determines that the work is not progressing satisfactorily, further payments may be suspended or withheld for sums deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 60 days after all work under the Agreement has been completed by the Consultant and accepted by the BTPO. Such final

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

payment will not be made until satisfactory evidence by affidavit is submitted to the BTPO that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. The Consultant shall pay each Subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the Consultant receives from the BTPO under this Agreement, in accordance with 49 CFR, Part 26. The Consultant shall return retainage payments to each Subconsultant within twenty (20) calendar days after the Subconsultant's work is satisfactorily completed. The Consultant will verify that payment or

retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

H. MISCELLANEOUS PROVISIONS

1. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the BTPO, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project.

2. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions, and in no instance shall such a change in work be undertaken without the BTPO's written order or written approval.

- a. Increase in work required by the BTPO due to unforeseen circumstances.
- b. Revision in work required by the BTPO subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
- c. Items of work that are beyond the scope of intent of this Agreement and pre-approved by the BTPO.
- d. Reduction in the work required by the BTPO due to unforeseen circumstances.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

An increase in compensation will be considered when Department Design Standards or expectations have changed from the time of negotiation.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the BTPO and the Consultant. During such negotiations, the BTPO may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to the commencement of operations for an increase in a specific item or items of work. In the case of a BTPO order for nonperformance, a specific item or items of work will be reduced as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the BTPO will use other methods to perform such item or items of work.

A Supplemental Agreement shall cover the mutually agreed amount and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the BTPO and the Consultant after study of the change in scope of the work.

3. DELAYS AND EXTENSIONS

Time adjustment may occur when the negotiated scope of work is increased or reduced through mutual agreement of the BTPO and the Consultant.

Extensions of time may be granted for the following reasons:

- a) Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the BTPO, or other similar items which are beyond the control of the Consultant.
- b) Additional work ordered in writing by the BTPO.
- c) Department Design Standards have changed or expectations have changed from the time of negotiation.

4. TERMINATION

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

The BTPO may terminate or abandon this Agreement at any time, without further obligation, upon giving notice of termination as hereinafter provided, for any of the following reasons:

- a. Evidence that progress is being delayed is consistently below the progress required in the current approved CPM Schedule.
- b. Continued submission of sub-standard work.
- c. Violation of any of the terms or conditions set forth in the Agreement, other than for the reasons set forth in a. and b. above.
- d. At the convenience of the BTPO.

Prior to giving notice of termination for the reasons set forth in a through c above, the BTPO shall notify the Consultant in writing of any deficiencies or default in performance of the terms of this Agreement, and the Consultant shall have ten (10) days thereafter in which to correct or remedy such default or deficiency. Upon their failure to do so within said ten (10) days, or for the reasons set forth in c above, such notice of termination in writing shall be given by the BTPO. Upon receipt of said notice, the Consultant shall immediately discontinue all work and service unless directed otherwise and shall transfer all documents pertaining to the work and services covered under this Agreement, to the BTPO. Upon receipt by the BTPO of said documents, payment shall be made to Consultant as provided herein for all acceptable work and services.

5. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision, Consultant files for mediation or arbitration. The Consultant agrees that any mediation or arbitration hearing shall be conducted in Boise, Idaho. Consultant and BTPO agree to be bound by the mediation agreement or the decision of the arbitration. Expenses incurred due to the mediation or arbitration will be shared equally by the Consultant and the BTPO.

6. ACCEPTANCE OF WORK

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

- a. The Consultant represents that all work submitted shall be in accordance with generally accepted professional practices and shall meet tolerances of accuracy required by BTPO practices and procedures.
- b. Acceptance of work will occur at phases appropriate to the terms of the Agreement and the level of detail required by the BTPO in its project development procedures.
- c. The Consultant understands that the BTPO is relying upon the professional expertise and ability of the Consultant in the performance of the Agreement. Any examination of the Consultant's work product by the BTPO will not be considered acceptance or approval of the work product, which would relieve the Consultant for any liability or expense. The Consultant is solely responsible for the propriety and integrity of its work product.

Acceptance or approval of any portion of the Consultant's work product by the BTPO for payment, partial or final, shall not constitute a waiver of any rights the BTPO may have against the Consultant. If due to errors, omissions and negligent acts by the Consultant, or its Subconsultants, agents or employees, in its work product, the Consultant shall make corrections to its work product at no expense to the BTPO. The Consultant shall respond to the BTPO's notice of any error or omission within twenty-four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract. This may include, if directed by the BTPO, visits to the site of the work.

If the Consultant discovers errors or omissions in its work product, it shall notify the BTPO within seven days of discovery. Failure of the Consultant to notify the BTPO shall be grounds for termination of the Agreement.

The Consultant's liability for damages incurred by the BTPO due to negligent acts, errors or omissions by the Consultant in its work product shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

7. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with preparing the plans, study, or report, shall become the property of, and be delivered to, the BTPO without

restrictions or limitations of their further use. Any use of these materials by the BTPO for purposes other than intended under this agreement shall be at the risk of the BTPO. The Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the BTPO may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 et seq, and thus subject to public disclosure unless excepted by the laws of the State of Idaho, otherwise ordered by the courts of the State of Idaho, and/or otherwise protected by relevant State and/or federal law.

8. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the BTPO of Idaho, shall acquire and maintain commercial general liability insurance in the amount of \$1,000,000.00 per occurrence, professional liability insurance in the amount of \$1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

The professional liability insurance coverage shall remain in force and effect for a minimum of one

(1) year after acceptance of the construction project by the BTPO (if applicable), otherwise for one (1) year after acceptance of the work by the BTPO.

Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the BTPO of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect or an extraterritorial certificate approved by the Idaho Industrial Commission from a BTPO that has a current reciprocity agreement with the Idaho Industrial Commission. The Consultant shall provide the BTPO with certificates of insurance within ten (10) days of the Notice to Proceed.

9. ENDORSEMENT BY ENGINEER

Where applicable, the Professional Engineer in direct charge of the work or portion of work shall endorse the same. All plans, specifications, cost summaries, and reports shall be endorsed with the registration seal, signature, and date of the Idaho professional in direct charge of the work. In addition, the firm's legal name and address shall be clearly stamped or lettered on the tracing of each sheet of the plans. This endorsement certifies design responsibility in conformance with Idaho Code, ITD's Design Manual, and acceptance of responsibility for all necessary revisions and correction of any errors or omissions in the project plans, specifications and reports relative to the project at no additional cost to the BTPO based on a reasonable understanding of the project at the time of negotiation.

10. LEGAL COMPLIANCE

The Consultant at all times shall ,as a professional, observe and comply with all Federal, BTPO and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner and in accordance with the general standard of care. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the BTPO of Idaho, situated in Ada County, Idaho.

11. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the BTPO. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

12. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

13. NON-DISCRIMINATION ASSURANCES

Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally- assisted programs of the U.S. Department of Transportation, Maritime Administration (DOT/OST), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices, when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports.** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or DOT/OST to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or DOT/OST, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance.** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or DOT/OST may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions.** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or DOT/OST may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into litigation to protect the interests of the United States.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non-discrimination statutes and authorities, including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

14. INSPECTION OF COST RECORDS

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

The Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to the date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and

any findings have been resolved. Failure to provide access to records may affect payment and constitute a contract breach.

15. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document, the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, BTPO or local) transaction or contract under a public transaction; violation of Federal or BTPO antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, BTPO or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d. have not, within a three-year period preceding this application/proposal had one or more public transactions (Federal, BTPO or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

16. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, that exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly.

17. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of a person not authorized to work in the United BTPOs constitutes a

Travel Demand Model and Demographic Projections Update and On-Call Service Request for Proposals

material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Appendix C Idaho Code Certification