

**SERIAL 16086 RFP ASSET MANAGEMENT PLAN CONSULTING SERVICES**

**DATE OF LAST REVISION: October 20, 2016**

**CONTRACT END DATE: July 31, 2018**

**CONTRACT PERIOD THROUGH JULY 31, 2018**

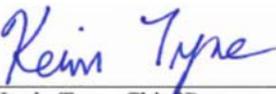
TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ASSET MANAGEMENT PLAN CONSULTING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 20, 2016**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.



Kevin Tyne, Chief Procurement Officer  
Office of Procurement Services

NP/at  
Attach

Copy to: Office of Procurement Services  
Cynthia Robinson, MCDOT  
Sami Birchard, MCDOT



## CONTRACT PURSUANT TO RFP

**SERIAL 16068-RFP**

This Contract is entered into this 20th day of July, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Dye Management Group, a Washington corporation ("Contractor") for the purchase of asset management plan consulting and related services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 20<sup>th</sup> day of July, 2016 and ending the 31st day of July, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) additional years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract annual anniversary. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request shall be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

### 3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

### 3.3 INVOICES:

- 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices shall not be processed. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery

- Quantity (number of days or weeks)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor shall include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

#### 3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

#### 3.5 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.5.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in County's proposal. In the absence of a statement to the contrary, the County shall assume that you do wish to grant access to any contract that may result from this Request for Proposal.

### 3.6 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's):

- 3.6.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, County's acceptance or rejection regarding such participation of other governmental entities. County's response shall not be considered as an evaluation factor in awarding a contract

### 4.0 AVAILABILITY OF FUNDS:

- 4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.
- 4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

### 5.0 DUTIES:

- 5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

### 6.0 TERMS and CONDITIONS:

#### 6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

## 6.2 INSURANCE:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or

used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

**6.2.10 Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

**6.2.11 Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which shall insure and provide coverage for errors or omissions or professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

**6.3 WARRANTY OF SERVICES:**

6.3.1 The Contractor warrants that all services provided hereunder shall conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

**6.4 INSPECTION OF SERVICES:**

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that shall not unduly delay the work.

6.4.3 If any of the services do not conform to Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no cost to the County. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor, through direct billing or through payment reduction, any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 REQUIREMENTS CONTRACT:

6.5.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases shall be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they shall be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders shall only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.5.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County shall not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.5.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.6 Background Check:

Contractors need to be aware that there may be multiple background checks (Sheriff's Office, County Attorney's Office, Courts as well as Maricopa County general government) to determine if the respondent's employees are acceptable for the contractor to do business with the County. This applies to (but is not limited to) the company and sub-contractors. Employees or others who fail to pass these checks shall not be allowed to work on County projects. Failure to meet these requirements may lead to termination of the contract.

6.7 Suspension of Work:

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.8 Stop Work Order:

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order

during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.8.1 Cancel the stop-work order; or
- 6.8.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.8.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.9 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.10 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.10.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.10.2 Make progress, so as to endanger performance of this contract; or
- 6.10.3 Perform any of the other provisions of this contract.
- 6.10.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 CONTRACTOR LICENSE REQUIREMENT:

- 6.12.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.12.2 Respondents furnishing finished products, materials or articles of merchandise that shall require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.13 SUBCONTRACTING:

6.13.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.13.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.14 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.15 ADDITIONS/DELETIONS OF SERVICE:

6.15.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor shall be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions shall be negotiated between the Contractor and the County.

6.15.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor shall be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.16 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby

incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

6.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.19.1.2 have not within 3-year period preceding this Contract 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, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.19.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.19.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.19.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County shall consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

## 6.21 INFLUENCE:

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

- 6.21.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,
- 6.21.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

## 6.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

- 6.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.
- 6.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.
- 6.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

## 6.23 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

## 6.24 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information. by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of

the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.25 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.26 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.27 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.28 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract shall be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.29 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.30 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County  
Office of Procurement Services  
ATTN: Contract Administration  
320 West Lincoln Street  
Phoenix, Arizona 85003-2494

For Contractor:

Dye Management Group, Inc.  
135 Lake Street South, Suite 230  
Kirkland, WA 98033

**IN WITNESS WHEREOF**, this Contract is executed on the date set forth above.

**CONTRACTOR**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME AND TITLE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
CHAIRMAN, BOARD OF SUPERVISORS

\_\_\_\_\_  
DATE

**ATTESTED:**

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

**APPROVED AS TO FORM:**

\_\_\_\_\_  
DEPUTY COUNTY ATTORNEY

\_\_\_\_\_  
DATE

**Exhibit A****Pricing**

SERIAL 16086-RFP  
 NIGP CODE:  
 RESPONDENT'S NAME: Dye Management Group, Inc.  
 COUNTY VENDOR NUMBER: \_\_\_\_\_  
 ADDRESS: 135 Lake Street South, Suite 230  
Kirkland, WA 98033  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: 425-637-8010  
 FACSIMILE NUMBER: 425-637-8020  
 WEB SITE: [www.DyeManagement.com](http://www.DyeManagement.com)  
 CONTACT (REPRESENTATIVE): Rob Zilay  
 REPRESENTATIVE'S E-MAIL ADDRESS: [rzilay@dyemanagement.com](mailto:rzilay@dyemanagement.com)

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[ X ]	[ ]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[ ]	[ X ]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[ ]	[ X ]	_____ %

(Payment shall be made within 48 hours of utilizing the Purchasing Card)

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS. FAILURE TO INDICATE PAYMENT TERMS SHALL RESULT IN A DEFAULT TO NET 30 DAYS. RESPONDENT MUST INITIAL THEIR SELECTION BELOW.

[ X ] NET 30 DAYS

**1.0 PRICING: Not to Exceed Amounts**  
 (see chart – dates are notional)

Maricopa County TAM Program	Deliverable	Staff Hours/Rates						Total	Cost
		Program Manager	QA/QC Officer	Sr. Asset Management Consultant	Sr. Asset Management Consultant	Asset Management Consultant	Support Specialist		
		265	345	185	170	160	105		
<b>Phase I - Establish a Baseline (7/1/16 - 10/13/16)</b>									
Task I-1 – Plan for and Conduct Project Kickoff Meeting and Chartering Workshop	The deliverable from this task is a mutually agreed-upon project schedule and Project Management Plan.	8	4				8	20	\$4,340
Task I-2 – Prepare for and Conduct and Asset Management Primer Workshop	Conduct Asset Management Primer Workshop	16	8		16		8	48	\$10,560
Task I-3 – Review Existing MCDOT TAM Programs and Practices	The deliverable from this task is the Current State Summary Report.	24		24	56	80	8	192	\$33,960
Task I-4 – Prepare for and Conduct TAM Visioning and Education Workshops	The deliverable from this task is the Visioning Workshop Summary.	16	8		24		8	56	\$11,920
Task I-5 – Define Preliminary Future State	The deliverable from this task is the Preliminary Future State Report, including all associated workflows.	16		40	40	40	16	152	\$26,520
Task I-6 – Conduct Asset Management Assessment	The deliverable from this task is the Final Asset Management Assessment Results Report.	24	8	24	40	40	8	144	\$27,600
Expenses (9.8%)									\$11,217
<b>Phase 1 Subtotal</b>		<b>104</b>	<b>28</b>	<b>88</b>	<b>176</b>	<b>160</b>	<b>56</b>	<b>612</b>	<b>\$126,117</b>

Maricopa County TAM Program	Deliverable	Staff Hours/Rates							Cost
		Program Manager	QA/QC Officer	Sr. Asset Management Consultant	Sr. Asset Management Consultant	Asset Management Consultant	Support Specialist	Total	
		265	345	185	170	160	105		
<b>Phase II - Develop a Transportation Asset Management Roadmap (9/19/16 - 5/26/17)</b>									
Task II-1 – Develop Asset Registry	The deliverable from this task is the Asset Registry Summary Report and Implementation Strategy.	40			108		8	156	\$29,800
Task II-1 – Develop Condition Assessment Program	The deliverable from this task is the Asset Condition Assessment Program Summary Report.	40			120		8	168	\$31,840
Task II-3 – Define Level of Service (LOS) for Assets	The deliverable from this task is the LOS Definition Summary Report.	24		40	120		16	200	\$35,840
Task II-4 – Conduct TAM Risk Assessment	The deliverable from this task is the final risk register.	24			96		8	128	\$23,520
Task II-5 – Application Procurement and Implementation Strategy	The deliverable from this task is the Final Application Procurement and Implementation Strategy Report	64	16			120	8	208	\$42,520
Task II-6 – Define Analysis Tools and Techniques; Conduct Investment Analysis	The deliverable from this task is the Analysis/Reporting Tools and Techniques Best Practices Report.	40	8		60	60	8	176	\$34,000
Task II-7 – Business Process Change Management Planning	The deliverable from this task is the TAM Gap Analysis Summary Report.	40	8	40			8	96	\$21,600
Task II-8 – Develop System Evaluation Reports	The deliverables from this task are the System Evaluation Report and the compiled MCDOT TAMP.	24		24	24	80	16	168	\$29,360
Expenses (9.3%)									\$23,122
<b>Phase 2 Subtotal</b>		<b>296</b>	<b>32</b>	<b>104</b>	<b>528</b>	<b>260</b>	<b>80</b>	<b>1,300</b>	<b>\$271,602</b>

Maricopa County TAM Program	Deliverable	Staff Hours/Rates							Cost
		Program Manager	QA/QC Officer	Sr. Asset Management Consultant	Sr. Asset Management Consultant	Asset Management Consultant	Support Specialist	Total	
		265	345	185	170	160	105		
<b>Phase III - Document TAM Improvement Plan (6/5/17 - 9/1/17)</b>									
Task III-1 – Perform TAM Gap Analysis Task III-1 – Perform TAM Gap Analysis	The deliverable from this task is the (1) Draft TAM Gap Analysis Summary Report	40	16	40	120	112		328	\$40,196
	The deliverable from this task is the (2) Final TAM Gap Analysis Summary Report								\$21,644
Task III-2 – Document Results of Gap Analysis in TAM Improvement Plan	The deliverable from this task is the TAM Improvement Plan.	16	8	16	40	80	16	176	\$31,240
Expenses (8.9%)									\$8,241
<b>Phase 3 Subtotal</b>		<b>56</b>	<b>24</b>	<b>56</b>	<b>160</b>	<b>192</b>	<b>16</b>	<b>504</b>	<b>\$101,321</b>

Maricopa County TAM Program	Deliverable	Staff Hours/Rates							Cost
		Program Manager	QA/QC Officer	Sr. Asset Management Consultant	Sr. Asset Management Consultant	Asset Management Consultant	Support Specialist	Total	
		265	345	185	170	160	105		
<b>Phase IV - Implementation (9/4/17 - 6/1/18)</b>									
Task IV-1 – Manage TAM Program Implementation	The implementation shall include enhanced policies and processes at both the operations and strategic levels of MCDOT in order to achieve the goals and objectives defined in the TAMP. The specific scope for this task will be determined in Phase 3 of the project.	120	24	40	240	80	40	544	\$105,280
Expenses (10.5%)									\$11,092
<b>Phase 4 Subtotal</b>		<b>120</b>	<b>24</b>	<b>40</b>	<b>240</b>	<b>80</b>	<b>40</b>	<b>544</b>	<b>\$116,372</b>

Maricopa County TAM Program	Deliverable	Staff Hours/Rates							Cost
		Program Manager	QA/QC Officer	Sr. Asset Management Consultant	Sr. Asset Management Consultant	Asset Management Consultant	Support Specialist	Total	
		265	345	185	170	160	105		
<b>Project Management (7/1/16 - 6/1/18)</b>									
Progress Reporting, Invoicing, Project Schedule, Status Meetings (24 months)	No Deliverable - Can be invoiced monthly as incurred or spread over the total extent of the project (\$1295/month) NTE \$31,080.	48	24				96	168	\$31,080
Expenses (11%)									\$3,419
<b>Project Management Subtotal</b>		<b>48</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	<b>168</b>	<b>\$34,499</b>
	<b>PROGRAM TOTAL</b>	<b>\$165,360</b>	<b>\$45,540</b>	<b>\$53,280</b>	<b>\$187,680</b>	<b>\$110,720</b>	<b>\$30,240</b>	<b>\$ -</b>	<b>\$592,820</b>
							<b>Expenses (9.6%)</b>		<b>\$57,091</b>
							<b>Grand Total</b>		<b>\$649,911</b>

**ADDED 10/20/16**

Maricopa County Department of Transportation GASB 34 Process Review	Deliverable	Staff Hours/Rates				Cost
		Project Manager	QA/QC Officer	Project Admin	Total	
		Marsha Duncan	Bill Dye			
Task 1 - Project Management (10/1/2016 - 1/11/2017)	Detailed Project Work Plan and Schedule Kick-off meeting Progress Reports Issues Log	15	6	3	24	\$4,878
Task 2 - Conduct Analysis (10/18/2016 -1/11/2017)	Document Current Process Test Current Process Identify Best Practices Analyze Opportunities to Improve Process and Achieve Greater Efficiencies Workshop for Stakeholders	120	16	4	140	\$26,708
		135	22	7		\$31,586
<b>Expenses (estimated at 15% of hourly rate)</b>						<b>\$4,738</b>
<b>Total</b>						<b>\$36,324</b>

<b>2.0 Labor Title Rates</b>	
Program Manager	\$265/hr
QA/QC Officer	\$345/hr
Sr. Asset Management Consultant	\$185/hr
Sr. Asset Management Consultant	\$170/hr
Asset Management Consultant	\$160/hr
Support Specialist	\$105/hr
<b>Project Admin (ADDED 10/20/16)</b>	<b>\$ 75/hr</b>

## Exhibit B1

### Scope of Work-MCDOT Transportation Asset Management Plan (TAMP)

Dye Management Group (DMG) has proposed a project work plan that is comprised of four phases:

- **Establish a Baseline** – Documenting MCDOT’s existing processes; defining cross-divisional TAM goals and objectives, including key performance indicators and level of service (LOS) performance targets for assets; and conducting a TAM assessment.
- **Develop a Transportation Asset Management Roadmap** – Formalizing MCDOT’s future TAM processes and program components, including defining the necessary tools and data to enable decisions that are risk-based and the most cost-effective. This shall include developing an accurate and up-to-date asset inventory and condition database, categorizing TAM risks that shall be used to define investment strategies, and establishing models for asset deterioration forecasting. MCDOT shall have a fully-defined TAMP at the end of this phase.
- **Document TAM Improvement Plan** – Performing a gap analysis to define the effort required for MCDOT to move to the future state. A key component of this phase is to continue engaging executive sponsorship and MCDOT divisions to maintain buy-in to the new process and ensure the program is sustainable and aligned with Department goals and objectives.
- **Implementation** – Assisting MCDOT to implement their improved and sustainable TAM program—which shall include process improvements, enhanced TAM data, and data governance—and, based on the recommendations defined in earlier phases, supporting MCDOT with the implementation of better decision-making tools and systems.

DMG’s work plan is supplemented by a robust project management (PM) and quality control approach. DMG follows a rigorous PM methodology that is based on the Project Management Institute’s (PMI) standards and Project Management Body of Knowledge (PMBOK) best practices and includes a tailored quality assurance and control plan. This methodology relies on proven approaches that DMG has used on numerous successful projects with similar objectives. Mr. Rob Zilay, PMP, is the proposed project manager for this effort. Mr. Bill Dye, President, who has extensive experience in all facets of asset management, shall serve as quality assurance officer and senior advisor.

# Proposal

## A. Project Understanding and Approach

Transportation asset management (TAM) has been a topic of interest within and among DOTs since the 1990s. At that time, as is still the case, there was an increasing emphasis on accountability and effectiveness for public agencies, growing maintenance needs for aging infrastructure, and stagnating growth or reductions in revenues. Furthermore, while agencies once primarily focused their attention on the relatively mature asset management systems for pavements and bridges, they also became concerned about similar systems for other roadway and roadside assets, such as drainage and traffic control devices. In recognition of these trends, the American Association of State Highway and Transportation Officials (AASHTO) adopted TAM as a priority initiative in 1998. The Transportation Research Board (TRB) began research on the subject through a series of National Cooperative Highway Research Program (NCHRP) projects that resulted in the first AASHTO Transportation Asset Management Guide in 2002 and the more recent Transportation Asset Management Guide: Volume 2—A Focus on Implementation in 2011 (AASHTO Guide).

AASHTO defines TAM as a strategic process for maintaining physical assets effectively throughout their lifecycle, with a heavy focus on best practices and quality data to improve decision making. To develop and implement a functional and practical Transportation Asset Management Plan (TAMP), the Maricopa County Department of Transportation (MCDOT) seeks to define a multi-year plan for improving the performance of its more than 2,400 miles of roads and 416 bridges. Additionally, MCDOT wishes to identify management tools and software, which, along with change management and TAM stakeholder education, shall support the future decision-making process.

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*Implementing transportation asset management is not just a system of processes and tools, it involves using a different approach to managing assets.*

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Dye Management Group, Inc. (DMG) has proposed a four-phase project work plan spanning 24 months to achieve MCDOT's project goals. As detailed in the next section, DMG's project approach shall document MCDOT's current processes, develop a future state based on MCDOT's TAM goals and objectives as well as contemporary asset management best practices, define a strategy to implement the future TAM framework, and then assist MCDOT with the implementation.

### Phase I: Establish a Baseline

This project phase focuses on documenting MCDOT's existing processes; defining cross-divisional TAM goals and objectives, including key performance indicators and level of service (LOS) performance targets for assets; and conducting a TAM assessment. DMG have proposed six subtasks to accomplish, as described below.

#### Task I-1 – Plan for and Conduct Project Kickoff Meeting and Chartering Workshop

DMG shall plan for and conduct a project kickoff meeting as well as a chartering workshop to align key project participants and workgroups (with whom DMG shall meet in later tasks to define the current and future state) and identify members of the Steering Committee and Executive Leadership Committee. DMG recommend that the Steering Committee consist of TAM stakeholders, process owners, and system and data custodians across MCDOT divisions and branches. The Steering Committee is considered a working committee for the project, and shall conduct initial reviews of deliverables and attend deliverable validation workshops throughout the project. DMG anticipate that the Executive Leadership Committee shall be comprised of division managers and the Director.

The deliverable from this task is a mutually agreed-upon project schedule and Project Management Plan.

#### Task I-2 – Prepare for and Conduct an Asset Management Primer Workshop

In this task, DMG shall prepare for and conduct an asset management primer workshop to help increase the understanding of asset management practices for the MCDOT Executive Leadership Committee and key TAM stakeholders. The goal of this workshop shall be to increase leadership's awareness of asset management principles and approaches, with specific focus on how MCDOT can implement those concepts into its business.

#### Task I-3 – Review Existing MCDOT TAM Programs and Practices

In this task, DMG shall review MCDOT's current asset management-related practices, documentation, and available data and systems. DMG shall meet with the MCDOT stakeholders and workgroups identified in Task I-1 to better understand and define business policies and processes, requirements, goals, and objectives of each division. DMG's review shall include MCDOT's transportation asset data and existing software tools, as well as site visits to observe and better understand Department facilities and key infrastructure. Based on DMG's findings, DMG shall document the "as-is" state in a summary report utilizing workflows and narrative.

The deliverable from this task is the Current State Summary Report.

#### **Task I-4 – Prepare for and Conduct TAM Visioning and Education Workshops**

Using the findings from DMG’s review in Task I-3 as a foundation to facilitate the discussions, DMG shall prepare for and conduct a TAM Education Workshop. The focus of the workshop shall be on the following topics:

- The benefits of TAM
- How MCDOT can leverage TAM to improve efficiency and achieve performance goals
- Steps for adopting a TAM culture within MCDOT
- Approaches for implementing TAM and the TAMP

DMG shall also conduct a TAM Visioning Workshop with the Executive Leadership Committee to discuss and define MCDOT’s TAM goals, objectives, and desired outcomes. DMG shall document the results of this workshop and use them to guide DMG’s efforts in future tasks.

The deliverable from this task is the Visioning Workshop Summary.

#### **Task I-5 – Define Preliminary Future State**

Based on the results of DMG’s review in Task I-3 and DMG’s key findings from the TAM Visioning and Education Workshops, DMG shall work with MCDOT to jointly develop a preliminary TAM future state. DMG shall enhance the “as-is” workflows developed in Task I-3 to define a set of “to-be” workflows and processes that reflect MCDOT’s goals and objectives as well as asset management best practices. Once drafted, DMG shall conduct a half-day workshop with key TAM stakeholders and members of the Steering Committee to refine and finalize the future state.

The deliverable from this task is the Preliminary Future State Report, including all associated workflows.

#### **Task I-6 – Conduct Asset Management Assessment**

In this task, DMG shall conduct an asset management assessment of MCDOT’s “as-is” and “to-be” processes to develop an integrated planning and asset management process. DMG shall start this assessment by identifying the gaps between MCDOT’s existing processes, data, and systems and the future state defined in Task I-5. Once that gap has been identified, DMG shall work with MCDOT stakeholders through a series of interviews and workshops to develop a strategy to address those gaps using process improvements, data governance, and decision-making support tools and software.

DMG’s review of the existing business systems shall include, but not be limited to, MCDOT’s Computerized Maintenance Management System (CMMS), Geographic Information System (GIS), Pavement Management System (PMS), and Strategic Asset Management (SAM) applications. DMG shall evaluate these current systems, with specific focus on how they support both existing processes and those defined in the preliminary future state, to determine how well they shall support MCDOT’s future TAM model. DMG shall develop recommendations for each application, which may include keeping, enhancing, or procuring a new system to help MCDOT achieve its future TAM goals and objectives.

Once DMG’s assessment is complete, DMG shall prepare for and conduct a validation workshop with the Steering Committee to review DMG’s findings, discuss alternatives, and finalize the results of the assessment.

The deliverable from this task is the Final Asset Management Assessment Results Report.

### **Phase II: Develop a Transportation Asset Management Roadmap**

This project phase focuses on formalizing MCDOT’s future TAM processes and program components, including defining the necessary tools and data to enable decisions that are risk-based and the most cost-effective. This shall include developing an accurate and up-to-date asset inventory and condition database, categorizing TAM risks that shall be used to define investment strategies, and establishing models for asset deterioration forecasting.

The result of this phase shall be an asset management template for a TAMP that addresses the following key areas:

- A summary of asset inventory and condition, including stakeholder-defined LOS and performance metrics
- A risk register, including critical assets, and associated mitigation strategies
- Forecasted investment scenarios for achieving LOS targets through lifecycle management
- Short- and long-term funding strategies, including a prioritized list of projects
- An implementation and continuous improvement strategy

DMG have proposed eight subtasks to accomplish, as described below.

### **Task II-1 – Develop Asset Registry**

DMG shall work with MCDOT to identify their current asset inventory, including any gaps that exist. Based on DMG’s findings, DMG shall develop a scalable asset inventory architecture for future and existing assets based on the priority assets and goals defined in Phase I. The architecture shall include asset-specific attributes that should be considered when analyzing investment strategies, including impact on routine maintenance, mobility, and safety. As part of this effort, DMG shall work with MCDOT staff to review existing asset inventory and define strategies for integrating that data into the future comprehensive asset registry, ensuring a continuation of existing data.

The deliverable from this task is the Asset Registry Summary Report and Implementation Strategy.

### **Task II-2 – Develop Asset Condition Assessment Program**

DMG shall work with MCDOT by conducting interviews and workshops to establish an asset condition assessment program that accounts for asset condition, preventive maintenance, functionality, and remaining useful life of priority assets. DMG anticipate that this assessment program shall be cyclical, most likely being performed annually, to ensure that it addresses an ongoing analysis of assessed condition against desired targets.

While all priority assets shall be addressed in the task, pavements and bridges comprise the largest portion of MCDOT’s maintenance and preservation budget. DMG understand that the Road Management Section evaluates pavement surface distresses every 12-18 months for arterial and collector roads and every other year for local roads. The resulting pavement condition rating (PCR) scores range from 0 to 100. DMG also understands that the Section defines a sufficiency rating to each newly-constructed road segment based on how well it compares to the MCDOT Roadway Design Manual standards.

These results are stored in a proprietary legacy system known as the Road Management System, which allows MCDOT to model pavement conditions and maintenance strategies and helps to develop short- and long-term maintenance plans. As part of this task, DMG shall review how those scores are defined and analyzed against historical ratings—as well as initial pavement sufficiency ratings—so that DMG may make recommendations for possible improvements based on DMG’s experience in other DOTs.

For other roadside assets and facilities, DMG shall review existing MCDOT condition data, if available, and define a condition assessment methodology for each priority asset. DMG shall work with MCDOT to define a scalable data collection program that minimizes cost and margin of error, and leverages a blend of technology and field crews collecting the data using a sample-based approach.

The deliverable from this task is the Asset Condition Assessment Program Summary Report.

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*DMG shall work with MCDOT to define a scalable data collection program that minimizes cost and margin of error, and leverages a blend of technology and field crews collecting the data using a sample-based approach.*

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### **Task II-3 – Define Level of Service (LOS) for Assets**

In this task, DMG shall work with MCDOT to develop future asset condition targets for prioritized assets. DMG shall review MCDOT’s current LOS information, where available, and compare it to the LOS information and targets of other DOTs. DMG shall then make recommendations for refining the scales, if necessary, and setting asset LOS targets based on budgeting constraints and customer expectations, if available.

DMG anticipate conducting a half-day workshop with key TAM stakeholders to educate them on the process and help define the future performance targets. During the workshop, DMG shall make recommendations for establishing both short- and long-term condition targets, which shall allow us to identify asset condition gaps and develop a strategy to address them in MCDOT’s future TAM program. DMG shall document the results of the workshop in a summary report and submit to MCDOT for review and acceptance.

The following tasks shall be included in developing system-wide Level of Service (LOS) targets for road assets:

1. Review existing PCR ranges and data
  - a. Performance target of 85% “very good” or above (PCR score > 70)
2. Review pavement evaluation bi-annual process
3. Compare against best practices and peer transportation agencies
4. Identify gaps and make recommendations
5. Conduct recommendation validation workshop with stakeholders and leadership team

6. Finalize recommendations and develop implementation strategy
7. Steps
  - a. Establish asset inventory
  - b. Develop asset condition assessment program
  - c. Establish unit cost for level of service
  - d. Define asset LOS classifications
  - e. Create or refine activity performance guidelines

The deliverable from this task is the LOS Definition Summary Report.

**Task II-4 – Conduct TAM Risk Assessment**

In this task, DMG shall work with MCDOT to conduct a risk analysis for each priority asset. DMG shall identify the risks, analyze each risk for its likelihood of occurrence and potential impact, and develop a risk mitigation plan for each risk. DMG anticipate conducting a workshop with key TAM stakeholders at the start of this task to help define the risk register as well as critical MCDOT assets. A sample risk register is shown in Exhibit 1. DMG shall prepare a draft risk register based on DMG’s findings at other DOTs as a baseline for the workshop. For each risk identified, DMG shall develop a risk mitigation plan that considers the probability and the potential impact of the risk. The mitigation plan shall include specific action items that shall minimize the impact, if possible.

Following DMG’s analysis, DMG shall prepare for and conduct a workshop to review DMG’s findings and finalize the risk register and plan. DMG anticipate that this workshop shall last half a day and shall include key members of the project Steering Committee and the Executive Leadership Committee.

The deliverable from this task is the final risk register.

**Exhibit 1: Sample Project Risk Management Register**

PROJECT RISK MANAGEMENT REGISTER												
Identification						Qualitative Analysis						
Priority	Status	ID	Date Identified	Threat Event	Risk Trigger	Probability	Impact	Risk Matrix				
1	Active	I A	06/20/2015	Lack of operating funding	Flat revenue stream, economic conditions, inflation	High	High	Probability	VH			
									H			
									M			
									L			
									VL			
								VL	L	M	H	V H
								Impact				
Quantitative Analysis			Response Strategy			Monitoring and Control						
Probability (%)	Impact (\$ or days)	Effect (\$ or days)	Strategy	Response Actions, Including Advantages and Disadvantages		Responsibility (Task Manager)	Status Interval or Milestone Check	Date, Status, and Review Comments				
80%	\$3.0 Million	\$2.4 Million	Acceptance	Although not ideal, this risk must be accepted. Preliminary quantitative analysis is conducted. Education of public officials can help mitigate this risk.		Director, Division Manager	Annually	Ongoing				

**Task II-5 – Application Procurement and Implementation Strategy**

In this task, DMG shall build upon DMG’s business systems assessments performed in Tasks I-3, I-6, and II-2 to develop recommendations for possibly updating, enhancing, or replacing current software as necessary to support MCDOT’s current and future TAM program. DMG expect to develop these recommendations for MCDOT’s

existing software applications used to support asset inventory, work management, pavement management, bridge management, and strategic asset management.

DMG understand the importance of MCDOT's existing data, and shall work to ensure that DMG's recommendations include the capability for new systems to accept existing data where possible and be compatible with MCDOT's enterprise architecture. On previous projects with similar scopes, DMG helped DMG's clients select software solutions that integrated with existing GIS, human resources (HR), and financial management systems, which helped limit duplication of data and multiple points of data entry.

Based on DMG's understanding of the TAM software landscape, DMG shall also perform a high-level review of available commercial off-the-shelf (COTS) software packages that may meet MCDOT's needs. While DMG are independent from the software vendors, DMG has vast experience helping DOTs implement their software solutions and a full understanding of the capabilities of each system. DMG's understanding includes each software package's asset inventory and condition data storage and reporting approaches, mobile data entry capabilities, asset analysis and forecasting functionality, and the ability to develop a performance-based asset management budget to support operations, maintenance, and capital planning. DMG understand that MCDOT also wishes to leverage any potential future system to track capital projects from inception through engineering design, construction, operation, and maintenance with supporting workflows.

DMG shall document DMG's procurement and implementation strategy recommendations in a report and shall prepare for and conduct a half-day validation workshop with key TAM stakeholders, the Steering Committee, and information technology staff to ensure the recommendations are feasible and implementable. DMG shall then finalize the report based on the feedback obtained in the workshop and submit to MCDOT for final review and acceptance.

The deliverable from this task is the Final Application Procurement and Implementation Strategy Report.

#### **Task II-6 – Define Analysis Tools and Techniques; Conduct Investment Analysis**

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*DMG shall help MCDOT define a decision-making process that is transparent and accountable, as well as the right tools to support the process, to have a defensible position for their policy-based funding decisions.*

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DMG shall define TAM analysis and reporting tools and techniques best practices in this task. Once defined, these best practices shall provide DMG and MCDOT with the ability to analyze investment strategies and the resulting scenarios for asset performance. DMG shall begin this task by establishing short- and long-term measures for asset maintenance, planning, financial forecasting, and lifecycle costing. These shall serve as key inputs into DMG's financial and investment analysis for key assets.

DMG shall help MCDOT define a decision-making process that is transparent and accountable, as well as the right tools to support the process, to have a defensible position for their policy-based funding decisions. To develop that process, DMG shall work with MCDOT staff to define specific decision-making criteria and incorporate those criteria in DMG's analysis. Some potential decision-making criteria could be using lifecycle cost to select projects with the best return on investment or selecting projects that directly align with Department goals, such as safety. Transparency can

be realized by documenting the analysis process, clearly presenting and explaining the results of the analysis, and stating assumptions.

A critical component for the investment analysis is a deterioration model, or failure curve, for each asset. There are several well-established models for pavement and bridges, most of which are packages in COTS asset management software. However, it is important that MCDOT uses asset deterioration models that best represent the factors that are specific to its local environment. DMG shall work with MCDOT to identify a deterioration model for each asset that best fits its needs. With regard to bridges, DMG understand the MCDOT Bridge Management System is included in the Arizona Department of Transportation (ADOT) AASHTOWare BrM electronic database, and anticipate being able to use the modeling capabilities of BrM to evaluate funding scenarios and resulting bridge ratings. For other key assets, DMG anticipate using DMG's internally-developed budget modeling tool to forecast the funding needed to achieve a different LOS through MCDOT's routine maintenance program.

DMG shall leverage the information gathered in earlier tasks to assemble the estimates of asset preservation needs. DMG shall then develop and run investment scenarios using the agreed-upon models to determine possible performance and LOS outcomes for key asset categories, starting with pavement and bridges. DMG shall prioritize the investment scenario results, focusing on those that provide the highest-optimized asset condition by investment. DMG shall also use the results to identify and prioritize backlog needs, providing the detailed data is available. If the data is not available, DMG shall document the process for MCDOT so that they may perform the analysis once the data becomes available. Finally, DMG shall work with MCDOT staff to define key performance indicators (KPIs)—

which shall likely include LOS targets—in the form of asset performance scorecards to help communicate asset performance and investment needs.

DMG shall document the defined best practices in a draft summary report. DMG shall then prepare for and conduct a validation workshop with key stakeholders to ensure the tools and techniques are feasible and implementable. DMG shall finalize the summary report and submit to MCDOT for review and acceptance.

The deliverable from this task is the Analysis/Reporting Tools and Techniques Best Practices Report.

### **Task II-7 – Business Process Change Management Planning**

In order to ensure a smooth transition to a mature TAM program, change must be formally managed throughout the organization. In this task, DMG shall leverage DMG's previous experience to develop a change management strategy and plan for MCDOT's TAM implementation. DMG shall have begun DMG's work in this task in Phase I when DMG mapped the existing workflows and processes. DMG shall further analyze those process maps in this task to identify possible workflow adjustments, including additional data sources, to ensure the process includes all possible inputs in a centralized approach and best represents the full lifecycle of an asset.

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*Caltrans was able to expand the use of DMG's tool to their design division, where they are now able to specify assets with more favorable lifecycle costs as part of their contracts.*

It is also important to incorporate strategic TAM principles into division policies throughout the organization, including planning, design, construction, and maintenance. Once a focus on asset preservation and sustainability is built into MCDOT's processes, it shall be easier to quantify investment results throughout the asset lifecycle. This can start as early as the project selection process. Recently at Caltrans, DMG developed a lifecycle cost analysis (LCCA) tool that enabled the Department to determine lifecycle costs for similar assets based on the manufacturer and type. Initially, this tool was to be used by the maintenance division to identify replacement assets with the lowest lifecycle cost. Caltrans was able to expand the use of DMG's tool to their design division, where they are now able to specify assets with more favorable lifecycle costs as part of their contracts.

As part of this task, DMG shall assess MCDOT's current organizational structure, including functional area roles and responsibilities, and develop recommendations for improving the structure based on a review of peer DOTs and DMG's experience conducting similar assessments for other agencies.

Managing change can often be challenging. Routines are commonplace in DMG's daily activities, and difficulties can arise when DMG's routines are interrupted. DMG strives for a "no surprises" change management approach to address this challenge. Transparent and frequent communication minimizes the risks associated with process change and ensures that all stakeholders are informed. As part of this task, and throughout the project, DMG shall meet with the Steering Committee and Executive Leadership Committee to provide feedback on the effort, request support on issues, and discuss new TAM developments and initiatives that may benefit MCDOT.

One final area of change management shall be the ongoing updates and modifications to MCDOT's TAMP. Each year, it shall be necessary for MCDOT to update asset inventory and condition, document changes in objectives and measures, update the risk register, update projected funding scenarios, and re-run the investment scenario analyses using the updated inputs. As a result of this update process, MCDOT shall be able to clearly define their progress toward achieving their asset performance goals and overall TAM objectives. As part of DMG's TAM implementation in Phase IV, DMG shall develop an update process that shall include a schedule, team members, and specific action items for revising the TAMP on a cyclical basis.

The deliverable from this task is a Change Management Strategy and Plan report.

### **Task II-8 – Develop System Evaluation Reports**

In this task, DMG shall develop system evaluation reports that present the results of the investment analyses conducted in Task II-6. DMG anticipate developing these analyses with five-year horizons for most assets, a minimum ten-year horizon for pavement, and expect that DMG shall be able to provide a 30-year horizon for bridges.

The reports shall describe current asset inventory and conditions and present the various investment scenarios and their impact on asset performance for each of the horizons. As noted in the RFP, DMG shall work with MCDOT staff to develop an approach for prioritizing the overall asset replacement schedule based on the results of DMG's analyses. MCDOT also wishes to integrate key performance data into their online Road Data Viewer to display additional useful information layers to MCDOT users. DMG has extensive experience working with GIS software and DOT GIS developers to define requirements for and implement enhanced data views. To meet this requirement, DMG shall first work with the MCDOT TAM stakeholders to define the data that is most important to them. Once that has been defined, DMG propose to work directly with MCDOT's GIS Division to define the data format

requirements and then deliver the data to them in that format. Depending on DMG's recommendations delivered in Task II-5, it is possible this data shall come directly from a system in the future.

DMG shall develop a draft system evaluation report and prepare for and conduct a validation workshop with the Steering Committee and key members of the Executive Leadership Committee. Based on their feedback, DMG shall finalize the report and submit to MCDOT for review and acceptance. DMG shall also compile the individual reports developed in the Phase II tasks into a single MCDOT TAMP document.

The deliverables from this task are the System Evaluation Report and the compiled MCDOT TAMP.

### **Phase III: Document TAM Improvement Plan**

This project phase focuses on developing a TAM Improvement Plan that shall guide MCDOT in the implementation of the TAMP components defined in Phase II. DMG have proposed two subtasks to accomplish, as described below.

#### **Task III-1 – Conduct TAM Gap Analysis**

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*DMG shall conduct a validation workshop with the Steering Committee and key members of the Executive Leadership Committee to ensure the gap analysis results align with expectations.*

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In this task, DMG shall conduct a gap analysis to quantify the differences between MCDOT's existing and future TAM state and to determine the level of effort and associated steps to implement the future state. DMG developed the inputs for this analysis in Phase I when DMG documented the "as-is" and "to-be" models and validated MCDOT's future state through multiple stakeholder review workshops and subsequent Steering Committee and Executive Leadership Committee communication. As part of this gap analysis, DMG shall leverage the organizational review performed in Task II-7 and develop a strategy for MCDOT to implement DMG's recommendations.

The key output of DMG's gap analysis shall be a summary report that details the changes and improvements in organizational strategy; data management, integration, and governance; software tools, business processes, and division policies; and reporting needs necessary for MCDOT to implement their future TAM program and

more effectively manage their assets. DMG shall conduct a validation workshop with the Steering Committee and key members of the Executive Leadership Committee to ensure the gap analysis results align with expectations. Based on their feedback, DMG shall finalize the report and submit to MCDOT for review and acceptance.

The deliverable from this task is the TAM Gap Analysis Summary Report.

#### **Task III-2 – Document Results of Gap Analysis in TAM Improvement Plan**

Using the results of the gap analysis performed in Task III-1 as a foundation, DMG shall develop a TAM Improvement Plan that shall define the necessary steps to implement the improvements defined in earlier phases of the project and quantified in Task III-1. As part of the Plan, DMG shall develop an implementation schedule for each key component, define team members or MCDOT roles for each effort, and lay out the specific tasks that shall be required. DMG shall develop a draft summary report of the recommended Plan and prepare for and conduct a validation workshop with the Steering Committee to ensure the Plan is realistic and attainable. Based on feedback obtained in the workshop, DMG shall finalize the report and submit to MCDOT for review and acceptance.

The deliverable from this task is the TAM Improvement Plan.

### **Phase IV: Implementation**

DMG shall lead the implementation of the comprehensive asset management program defined in earlier phases of this project and detailed in the TAM Improvement Plan developed in Task III-2. The implementation shall include enhanced policies and processes at both the operations and strategic levels of MCDOT in order to achieve the goals and objectives defined in the TAMP.

DMG shall begin this project phase by defining a schedule, work plan, and staffing strategy based on the TAM Improvement Plan defined in Phase III. Once reviewed and accepted by MCDOT, DMG shall lead the implementation of the key TAM program components defined in the MCDOT TAMP, as well as the integration of financial, capital, operational, and asset management planning processes, as defined in earlier phases.

Throughout the implementation phase, DMG shall prepare for and conduct status updates with the MCDOT project management team to ensure the scope, schedule, and budget remain on track. Additionally, DMG recommend several strategically-timed Steering Committee meetings during this phase to ensure continued executive leadership buy-in and support.

## Project Management

DMG follows a rigorous project management (PM) methodology that is based on the Project Management Institute's (PMI) standards and Project Management Body of Knowledge (PMBOK) best practices to manage and measure project schedule and budget. This methodology relies on proven approaches that DMG have used on numerous successful projects with similar objectives. These include working communication techniques, project tracking and reporting tools, and a tailored quality assurance and control plan. These techniques ensure that the technical, cost, administrative, and scheduling objectives of a project are successfully accomplished.

Mr. Rob Zilay, PMP, is the proposed project manager for this effort, and shall be responsible for day-to-day communication with the MCDOT project team. In addition to developing the agenda for and conducting DMG's recommended bi-weekly project status meetings, Mr. Zilay shall provide MCDOT with written summaries of work progress and expenditures by task, as outlined in the RFP. DMG utilizes Microsoft Project for managing project schedule and budgets, which DMG update at least bi-weekly during the project. As part of DMG's project status meetings, DMG also provide an issue and action item tracking log that details the person responsible for the action item, pertinent dates, and the resolution. A summary table of anticipated project meetings is shown in Exhibit.

Project timeline to include four phases. Phase I – III shall take approximately 15 months with Phase IV (Implementation) taking approximately nine months. The completion of each phase shall mark a milestone as outlined in Attachment A – Pricing Schedule 1.0. A final project plan including resources assignments, tasks and dependencies shall be completed within 30 days of contract acceptance and shall be submitted to MCDOT's project manager.

Exhibit 2: Project Milestones

ID	Task Name	Start	Finish	Duration
1	Phase I – Establish a Baseline	7/1/2016	10/13/2016	75d
2	Phase II – Develop a Transportation Asset Management Roadmap	9/19/2016	5/26/2017	180d
3	Phase III – Document TAM Improvement Plan	6/5/2017	9/1/2017	65d
4	Phase IV - Implementation	9/4/2017	6/1/2018	195d

Exhibit 3: Anticipated Meetings

Meeting Type	Anticipated Duration	Frequency	Associated Task(s)	MCDOT Attendees
Project Kickoff Meeting	2 hours	Once	I-1	MCDOT Project Team
Chartering Workshop	1 hour	Once	I-1	Steering Committee, Executive Leadership Committee
Asset Management Primer Workshop	2-3 hours	Once	I-2	Steering Committee, Executive Leadership Committee
TAM Visioning and Education Workshop	2 hours	Once	I-4	Executive Leadership Committee
Risk Assessment Workshop	3-4 hours	Once	II-4	Steering Committee, Executive Leadership Committee
Gathering Information, Developing Approaches, Deliverable Validations workshop(s)	2-4 hours each	6 -8	I-5, I-6, II-4, II-5, II-6, II-8, III-1, III-2	Steering Committee, Executive Leadership Committee
Project Status Meetings	1 hour	Bi-weekly	Project Management	MCDOT Project Team
Steering Committee Meetings	1-2 hours	Every 6-8 weeks, or as required	Multiple	Steering Committee
Deliverable Validation Workshop	2-4 hours	As required	Multiple	Steering Committee, Executive Leadership Committee
Change Management Meetings	1-2 hours	As required	II-7	Steering Committee, Executive Leadership Committee
Project Closeout Meeting and Final Presentation	1-2 hours	Once	Close of Phase IV	MCDOT Project Team, Steering Committee, Executive Leadership Committee

DMG believes that quality control is not a separate or standalone review process, but an inherent part of the creation of DMG's project deliverables. Quality control starts with adherence to deliverable expectations, which serve as guidelines for deliverable review and acceptances. Quality is further ensured via peer reviews and DMG project manager and senior advisor reviews before completed products are submitted to MCDOT. Quality control is supported through an iterative process that uses discussion drafts and follow-up, validation workshops, and review meetings to confirm DMG's understanding of the MCDOT's requirements, as well as a structured deliverable acceptance process.

Mr. Bill Dye, President, who has extensive experience in all facets of asset management, shall conduct periodic quality control reviews. The goal of these reviews is to discover issues or concepts that the project team may have overlooked. These reviews provide DMG's project team and client with a second opinion on an ongoing basis and confirm to the client's project management team the status of the project budget, schedule, and quality. Following these internal quality reviews, the DMG team shall submit the draft deliverable to MCDOT staff for review.

## B. Project Team and Organization

### Proposed Project Team

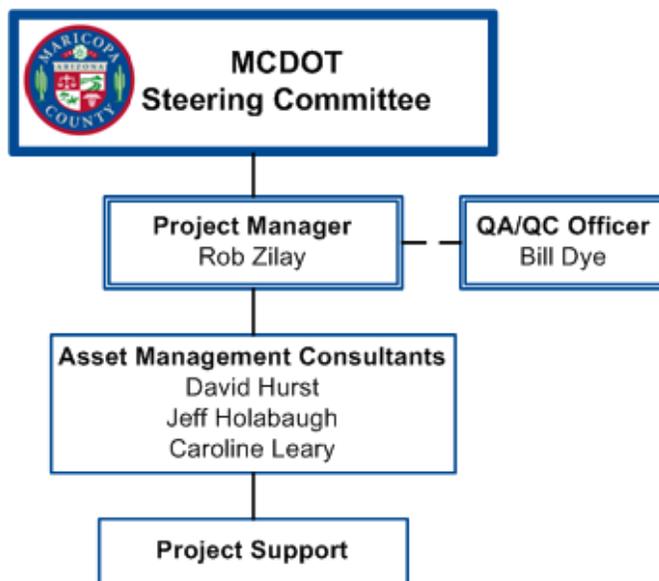
DMG is proposing a team of senior staff and subject matter experts that have extensive experience in the phases listed in the RFP. Additional experience and qualifications for DMG's proposed project team is presented in Appendix A: Firm Qualifications.

### Organization Chart

DMG's proposed project team is shown below in Exhibit 3 Rob Zilay, PMP and Vice President, shall act as the project manager and senior asset management subject matter expert (SME) for the project. As project manager, he shall be the day-to-day contact for the project. Mr. Zilay has extensive experience developing asset management programs and plans, most recently managing the development of TAMPs for the Alabama, Louisiana, and Texas DOTs.

Bill Dye, President, shall serve as quality assurance officer and senior advisor. DMG's team of lead and senior asset management consultants shall manage and perform assigned tasks based on the scope and schedule agreed to by MCDOT.

**Exhibit 2: DMG Organizational Chart**




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*DMG believes that quality control is not a separate or standalone review process, but an inherent part of the creation of DMG's project deliverables.*

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**A detailed staffing plan is shown below:**

## Detailed Project Staffing Plan

Maricopa County TAM Program	Staff Hours/Rates						Total
	Program Manager	QA/QC Officer	Sr. Asset Management Consultant	Sr. Asset Management Consultant	Asset Management Consultant	Support Specialist	
	Rob Zilay	Bill Dye	David Hurst	Jeff Holabaugh	Caroline Leary	Amanda	
<b>Phase I - Establish a Baseline</b>							
Task I-1 – Plan for and Conduct Project Kickoff Meeting and Chartering Workshop	8	4				8	20
Task I-2 – Prepare for and Conduct and Asset Management Primer Workshop	8	8		16		8	40
Task I-3 – Review Existing MCDOT TAM Programs and Practices	40	8	40	40	40	16	184
Task I-4 – Prepare for and Conduct TAM Visioning and Education Workshops	16	8		24		8	56
Task I-5 – Define Preliminary Future State	24		48	24	40	16	152
Task I-6 – Conduct Asset Management Assessment	40	8	40	40		16	144
<b>Phase 1 Subtotal</b>	<b>136</b>	<b>36</b>	<b>128</b>	<b>144</b>	<b>80</b>	<b>72</b>	<b>596</b>
<b>Phase II - Develop a Transportation Asset Management Roadmap</b>							
Task II-1 – Develop Asset Registry	16			120		16	152
Task II-1 – Develop Condition Assessment Program	40		48	80		24	192
Task II-3 – Define Level of Service (LOS) for Assets	24		120	80		16	240
Task II-4 – Conduct TAM Risk Assessment	40			96		16	152
Task II-5 – Application Procurement and Implementation Strategy	40	16	40		120	16	232
Task II-6 – Define Analysis Tools and Techniques; Conduct Investment Analysis	24	8	80		80	16	208
Task II-7 – Business Process Change Management Planning	40	16				16	72
Task II-8 – Develop System Evaluation Reports	24				96	24	144
<b>Phase 2 Subtotal</b>	<b>248</b>	<b>40</b>	<b>288</b>	<b>376</b>	<b>296</b>	<b>144</b>	<b>1,392</b>
<b>Phase III - Document TAM Improvement Plan</b>							
Task III-1 – Perform TAM Gap Analysis	40	8	120	80	48	40	336
Task III-2 – Document Results of Gap Analysis in TAM Improvement Plan	16	8	24	80	16	16	160
<b>Phase 3 Subtotal</b>	<b>56</b>	<b>16</b>	<b>144</b>	<b>160</b>	<b>64</b>	<b>56</b>	<b>496</b>
<b>Phase IV - Implementation</b>							
Task IV-1 – Manage TAM Program Implementation	120	16	80	160	160	40	576
<b>Phase 4 Subtotal</b>	<b>120</b>	<b>16</b>	<b>80</b>	<b>160</b>	<b>160</b>	<b>40</b>	<b>576</b>
<b>Project Management</b>							
Progress Reporting, Invoicing, Project Schedule, Status Meetings (24 months)	48	24				96	168
<b>Phase 4 Subtotal</b>	<b>48</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>96</b>	<b>168</b>
<b>Program Total</b>	<b>608</b>	<b>132</b>	<b>640</b>	<b>840</b>	<b>600</b>	<b>408</b>	<b>3,228</b>

## Exhibit B-2

### Scope of Work – MDCOT GASB 34 Process Review

#### **Work Plan and Budget**

The project work plan consists of the two major tasks described below.

#### **Task 1: Manage Project**

Our project management approach is based on the Project Management Institute's standards and the *Project Management Body of Knowledge*.

A detailed project work plan is essential to project success. We have developed a draft project timeline and work plan as presented below. In an initial kick-off meeting with the MCDOT project manager and sponsor, we will review the project work plan, confirm project goals, establish communication channels, and obtain feedback on the work plan. Based on input from the kick-off meeting, DMG will make the necessary revisions and develop a detailed work plan and timeline for the project.

Also during the kick-off meeting, DMG and the MCDOT project sponsor will develop a mutually accepted format and schedule for progress reporting. DMG will submit regular progress reports to inform MCDOT on the project status and identify potential issues or risks for completing the project as proposed. Under this task, all work products will undergo a quality assurance review by the Project Quality Assurance Officer, Bill Dye.

#### **Task 2: Gather Information, Test Processes, and Conduct Analysis**

DMG will accomplish this task in four ways – information gathering, interviews, testing the process, and documenting the review. First, we will ask MCDOT to assist in providing the DMG team with internal documents and information relevant to the project scope. Important information will include such items as the following:

- Asset Management Workbook
- Organization charts
- Manuals
- Policy and procedural directives
- Current staffing levels
- Workload measures

We will conduct interviews with key staff at all organizational levels and conduct a test of the processes documented in the Asset Management Workbook and other documentation. The purpose of the test will be to identify gaps in both the documentation and the process. Gaps may include such items as incorrect contacts, data sources, or references; missing or incorrect procedures; and new or additional requirements not yet included.

DMG will review and analyze the information collected from the information gathering effort, interviews, and process test to document gaps, corrections, and needs. DMG will also review relevant asset management methodologies being developed in the separate TAMP development project currently underway, identify links between the two processes, and ensure linkages are incorporated into documentation for both projects.

We are requesting that MCDOT assign a contact person to work with the DMG team to assure that the data is collected in a timely fashion.

The information gathered will be analyzed and DMG will identify best practices, business processes, and organizational structures in similar organizations. Our focus in this task will be to assess the efficiency of the end-to-end process and identify improvement opportunities. The result of this review will be a list of improvement opportunities.

DMG will prepare a presentation summarizing the findings and facilitate a workshop with key stakeholders to gather feedback to be used in defining the future state

Exhibit 1 below presents the proposed project timeline.

**Exhibit 1: Project Timeline**

<b>Task Name</b>	<b>Start</b>	<b>Finish</b>
Task 1-Project Management	10/01/2016	01/11/2017
Task 2-Conduct Analysis	10/18/2016	01/11/2017

Exhibit 2 below presents the proposed project work plan.

**Exhibit 2: Project Work Plan**

<b>Task Name</b>	<b>Total Hours</b>	<b>Bill Dye, QA Officer</b>	<b>Marsha Duncan, Project Manager</b>	<b>Project Admin</b>
<b>Total Staff Hours</b>	<b>164</b>	<b>22</b>	<b>135</b>	<b>7</b>
Task 1 – Project Management	24	6	15	3
Task 2 – Conduct Analysis	140	16	120	4

Exhibit 3 below presents the proposed project costs.

**Exhibit 3: Project Costs**

	<b>Bill Dye, QA Officer</b>	<b>Marsha Duncan, Project Manager</b>	<b>Project Admin</b>	<b>Totals</b>
Rate	\$338	\$175	\$75	
Hours	22	135	7	164
Subtotal	\$7,436	\$23,625	\$525	\$31,586
Expenses (estimated at 15 percent of the hourly rate)				\$4,738
<b>Total</b>				<b>\$36,324</b>

## **Appendix A – MCDOT TAM**

### **Project Team Qualifications and Experience**

DMG is proposing a team of senior staff and asset management consultants that have extensive experience in the subject areas listed in the RFP of each proposed team member.

Exhibit 3 summarizes the role and experience of each proposed team member.

**Exhibit 3: DMG Staff Responsibilities and Experience**

Team Member, Role	Phase I		Phase II			Phase III		Phase IV		
	TAM Best Practices	Workshop Facilitation & TAM Education	Risk Assessment	Deterioration Modeling	Budget Modeling and Forecasting	Life Cycle Cost Analysis	TAM System Experience	TAM Process Improvements	Change Management	TAM Planning & Implementation
Rob Zilay, Project Manager	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Bill Dye, QA/QC Officer	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Jeff Holabaugh, Asset Management Consultant	✓	✓	✓	✓	✓	✓	✓	✓		✓
David Hurst, Asset Management Consultant	✓	✓		✓	✓	✓		✓	✓	✓
Caroline Leary, Asset Management Consultant	✓	✓		✓	✓		✓	✓	✓	✓

An estimate of the time each team member shall devote to Maricopa County initiatives is provided in Exhibit 4..

**Exhibit 4: Estimated Personnel Time Commitment to MCDOT**

Team Member	Proposed Hours	Percentage of Time
Rob Zilay	608	30%
Bill Dye	132	10%
Jeff Holabaugh	840	45%
David Hurst	640	35%
Caroline Leary	600	30%

## Exhibit C

### Office of Procurement Services Travel and Per Diem Policy

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): [www.gsa.gov](http://www.gsa.gov)
  - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
  - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
  - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
  - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
  - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
  - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverages.
  - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
  - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
  - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
  - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.
- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts.
- 7.0 Contractor shall provide, (upon request) with their invoice(s), copies of receipts supporting travel and per diem expenses, and if applicable with a copy of the written consent issued by the Contract Administrator. No travel and per diem expenses shall be paid by County without copies of the written consent as described in this policy and copies of all receipts.

**DYE MANAGEMENT GROUP, INC., 135 LAKE STREET S, STE 230, KIRKLAND. WA 98033**

PRICING SHEET: NIGP CODE 91812

Terms:	NET 30
Vendor Number:	2011007340 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>July 31, 2018.</b>