

SERIAL 11099 RFP ECONOMIC FORECASTING SERVICES

DATE OF LAST REVISION: March 19, 2015 CONTRACT END DATE: December 31, 2017

CONTRACT PERIOD THROUGH DECEMBER 31, 2014-2017

TO: All Departments
FROM: **Office of Procurement Services**
SUBJECT: Contract for **ECONOMIC FORECASTING 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 **December 14, 2011 (Eff. 01/01/12)**.

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.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

LA/jl
Attach

Copy to: **Office of Procurement Services**
 ~~Chris Bradley, Business Strategies and Health Care Programs~~
 Cindy Goelz, Office of Management and Budget

(Please remove Serial 05129-RFP from your contract notebooks)



CONTRACT PURSUANT TO RFP

SERIAL 11099-RFP

This Contract is entered into this 14TH day of December 2011 by and between Maricopa County (“County”), a political subdivision of the State of Arizona, and Elliot D. Pollack & Company Consulting LLC, an Arizona corporation (“Contractor”) for the purchase of Economic Forecasting Services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of Three (3) year, beginning on the 1st day of January, 2012 and ending the 31st day of December, ~~2014~~ **2017**.
- 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) 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 thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. 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 will 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 two (2) legible copies of their detailed invoice before payment(s) can be made. 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
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

- 3.3.2 Problems regarding billing or invoicing shall be directed to the County 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 Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)
- 3.3.4 EFT payments to the routing and account numbers designated by the Contractor will 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.

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" and B-1 and the deliverables Exhibit C, or as otherwise directed in writing by the Procurement Officer.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors,

omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

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

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

6.2 INSURANCE REQUIREMENTS:

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 A-, VII or higher. 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 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 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 Insured's.

6.2.8 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.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 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 under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 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 \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County 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 pursuant to this Contract.

6.2.12 Certificates of Insurance.

6.2.12.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.1.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.4 NOTICES:

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

For County:

Maricopa County

Office of Procurement Services

Attn: Director of Purchasing

320 West Lincoln Street

Phoenix, Arizona 85003-2494

For Contractor:

Elliot D. Pollack & Company Consulting LLC.

Attn: Elliot D. Pollack

7505 East 6th Avenue, Suite 100

Scottsdale AZ. 85251

6.5 REQUIREMENTS CONTRACT:

6.5.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum).

6.6 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.7 TERMINATION FOR DEFAULT:

6.7.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.7.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.7.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.7.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this 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.

6.9 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 under this contract.

6.10 ADDITIONS/DELETIONS OF SERVICE:

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

6.11 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, partnership, principal and agent, or joint venture between the District and the Contractor.

6.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.13 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.

6.14 RETENTION OF RECORDS:

6.14.1 The Contractor agrees to retain all financial books, records, and other documents 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 longer. 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.

6.14.2 If the Contractor's books, records and other documents 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.

6.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.16 ALTERNATIVE DISPUTE RESOLUTION:

6.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.16.1.1 Render a decision;

6.16.1.2 Notify the parties that the exhibits are available for retrieval; and

6.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.17 SEVERABILITY:

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 this Contract.

6.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.19 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.

6.20 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 6.20.1 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 will 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 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:~~

~~6.21.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. 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.~~

~~6.21.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County 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.~~

6.22 CONTRACTOR LICENSE REQUIREMENT:

6.22.1 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.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

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

6.23.1.2 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;

6.23.1.3 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

6.23.1.4 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.

6.23.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.

6.23.3 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.

6.24 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.

6.25 GOVERNING LAW:

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

6.26 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.

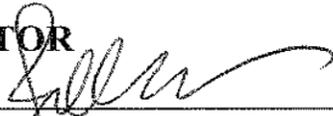
6.27 INCORPORATION OF DOCUMENTS:

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

- 6.27.1 Exhibit A, Pricing;
- 6.27.2 Exhibit B, Scope of Work, Economic Forecasting Services
- 6.27.3 Exhibit B-1, Impact Analysis and Rating of Proposed Economic Development Projects
- 6.27.4 Exhibit C, List of Deliverables, Economic Forecasting Services

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

CONTRACTOR



AUTHORIZED SIGNATURE

JILL WELCH, CHIEF OPERATING OFFICER

PRINTED NAME AND TITLE

7505 E 6th Ave, Suite 100 Scottsdale, AZ 85251

ADDRESS

11/30/11

DATE

MARICOPA COUNTY



CHAIRMAN, BOARD OF SUPERVISORS

DEC 14 2011

DATE

ATTESTED:



DEC 14 2011

DATE

DEPUTY

CLERK OF THE BOARD

APPROVED AS TO FORM:



Dec 14 2011

LEGAL COUNSEL

DATE

SERIAL 11099-RFP

AMENDMENT No. 1
To
SERIAL 11099-RFP Economic Forecasting Services

Between
Elliot D. Pollack & Company Consulting LLC
&
Maricopa County, Arizona

WHEREAS, Maricopa County, Arizona ("County") and Elliot D. Pollack & Company Consulting LLC ("Contractor") have entered into a Contract for Economic Forecasting Service dated December 14, 2011 ("Agreement") and effective January 1, 2012 County Contract No: 11099-RFP.

WHEREAS, County and Contractor have agreed to further modify the Agreement by changing certain terms and conditions;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. To cover the remaining term of the contract of three (3) years the contractor added hourly rates for the years 2015, 2016, and 2017. Pricing will be established by the hourly rate model.

Please see below for the revisions:

Exhibit A
Pricing

1.2 HOURLY RATES FOR WORK OUTSIDE DELIVERABLES:

	Year 1	Year 2	Year 3	2015	2016	2017
1.2.1 ELLIOTT POLLACK	\$195	\$195	\$195	\$210	\$210	\$210
1.2.2 JIM ROUNDS	\$150	\$150	\$150	\$165	\$165	\$165
1.2.3 JILL WELCH	\$150	\$150	\$150	\$165	\$165	\$165
1.2.4 SUPPORT PERSONNEL	\$110	\$110	\$110	\$120	\$120	\$120

2. In addition, the language in Exhibit B-1 will be edited; section 2.0.6 will be struck thru and replaced with section 2.0.8; section 2.0.7 will be struck thru since this section does not apply to the new pricing terms.

Please see below for the revisions:

Exhibit B-1

~~2.0.6 Stage one analyses shall include basic economic and fiscal impact modeling for Maricopa County related to each identified eligible business recruitment or expansion opportunity that is presented to the Committee. The results of the analysis shall be compared to other economic and fiscal impact analyses submitted by the third party economic development organization. The analysis shall include a return on investment calculation for the County as well as a job creation calculation. The analysis shall be conveyed in a memorandum format to the Committee along with any explanatory information that was used in the calculations.~~

~~2.0.7 Stage two analysis is identified as a stage one analysis plus any additional calculations or research that is prepared by the Contractor as it relates to Committee due diligence. This shall include the Contractor opining on the appropriate wage and employment levels if they appear to be out of line in the original economic and fiscal impact analysis submitted by the third party economic development~~

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~~entity, as well as opening on reported levels of property investment. This analysis shall also include a second economic and fiscal impact model analysis based on any modified assumptions as identified by the Committee and/or Contractor. This analysis shall be transmitted to the Committee in a revised memorandum.~~

- 2.0.8** The analyses shall include economic and fiscal impact modeling for Maricopa County related to each identified eligible business recruitment or expansion opportunity that is presented to the Committee. The analysis shall include job creation, economic output and revenues projected. The analysis will be conveyed in a memorandum format to the Committee along with any explanatory information that was used in the calculations.

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IN WITNESS WHEREOF, this Contract Amendment is executed on the date set forth below when approved by Maricopa County Office of Procurement Services.

ELLIOT D. POLLACK & COMPANY CONSULTING, LLC

Richard Merritt

Authorized Signature

RICHARD MERRITT - PRESIDENT

Printed Name and Title

7505 E 6TH AVE., STE 100, SCOTTSDALE, AZ 85251

Address

3/16/2015

Date

MARICOPA COUNTY:

[Signature]

Chief Procurement Officer

3/17/15

Date

EXHIBIT A

PRICING

SERIAL 11099-RFP
 PRICING SHEET NIGP 91837
 BIDDER NAME: Elliott D. Pollack & Company Consulting LLC
 VENDOR #: W000003476
 BIDDER ADDRESS: 7505 E. Sixth Avenue, Suite 100, Scottsdale, AZ 85251
 BIDDER PHONE #: 480-423-9200
 BIDDER FAX #: 480-423-5942
 COMPANY WEB SITE: www.arizonaeconomy.com www.fiscalimpacts.com
 COMPANY CONTACT (REP): Elliott Pollack
 E-MAIL ADDRESS (REP): info@edpco.com

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

PAYMENT TERMS: 2% 10 DAYS NET 30

	<u>EDP</u>			(Effective 01/01/2015)		
	YEAR 1	YEAR 2	YEAR 3	2015	2016	2017
1.0 PRICING:						
1.1 YEARLY RETAINER FOR DELIVERABLES IN EXHIBIT B AND C	<u>\$81,250</u>	<u>\$83,200</u>	<u>\$85,150</u>	<u>\$87,200</u>	<u>\$89,200</u>	<u>\$91,300</u>
1.2 HOURLY RATES FOR WORK OUTSIDE DELIVERABLES	Rate per hour			Rate per hour		
1.2.1 ELLIOTT POLLACK	<u>\$195</u>	<u>\$195</u>	<u>\$195</u>	\$210	\$210	\$210
1.2.2 JIM ROUNDS	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>	\$165	\$165	\$165
1.2.3 JILL WELCH	<u>\$150</u>	<u>\$150</u>	<u>\$150</u>	\$165	\$165	\$165
1.2.4 SUPPORT PERSONNEL	<u>\$110</u>	<u>\$110</u>	<u>\$110</u>	\$120	\$120	\$120
1.3 Impact Analysis and Rating of Proposed Economic Development Projects	YEAR 1	YEAR 2	YEAR 3			
Effective 10/01/12						
1.3.1 ANNUAL RETAINER FOR EXHIBIT B-1	<u>\$17,000</u>	<u>\$17,000</u>	<u>\$17,000</u>	PER/YEAR		
1.3.2 STAGE ONE ANALYSIS	<u>\$750</u>	<u>\$750</u>	<u>\$750</u>	PER/REPORT	(Effective 1/1/15)	
1.3.2 STAGE TWO ANALYSIS	<u>\$1,250</u>	<u>\$1,250</u>	<u>\$1,250</u>	PER/REPORT	(Effective 1/1/15)	

EXHIBIT B**SCOPE OF WORK****1.0 INTENT:**

The intent of this contract for econometric forecasting and analysis services for the Maricopa County Office of Management & Budget (OMB). The scope of services of this contract includes development and maintenance of advanced econometric forecasting models, databases of demographic and economic indicators, and fiscal impact analysis of legislation and other issues. Forecasts shall be provided for County revenues, particularly major tax-based sources, as well as specific major expenditure items and factors that influence demand for County services and the cost of providing services. The Contractor shall be expected to update and improve forecasting models in line with current econometric and industry trends. The Contractor shall be expected to represent Maricopa County regarding economic and legislative issues at various times and before various groups as required. The Contractor shall suggest and the County shall approve (if they agree) to a single point of contact for County to work and communicate with on this contract.

The contract shall also include the Impact Analysis and Rating of Proposed Economic Development Projects 11099 EXHIBIT B-1.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Section 2.10 below)

2.0 SCOPE OF WORK:

The Contractor shall furnish all necessary labor; materials, equipment, and space needed to provide econometric services in accordance with the provisions specified herein.

2.1 Scope of Services (Forecasting Services):

- 2.1.1 **Quarterly Forecasts:** The Contractor shall prepare a minimum of four quarterly updates of the financial forecast including, but not limited to, short and long-range revenue and expenditure forecasts. This includes up-dating the forecast for the year to date and annual amounts. Contractor shall provide historical data back to 1990, with the exception of Jail Excise Tax, which only started in FY 1997. Contractor shall update on a quarterly bases on the accuracy of prior forecasts
- 2.1.2 Forecasts shall include three scenarios; pessimistic, most likely, and optimistic; each scenario shall have a probability assigned to it which represents the likelihood that County collections shall meet or exceed the forecasted amount. **The pessimistic shall be based on a 90% level of confidence that revenues will equal or exceed forecast. The most likely scenario shall be based on a 50% probability of revenues meeting the forecast.**
- 2.1.3 Forecasts shall be based on detailed econometric forecasting models for each major revenue source. The Contractor shall incorporate current econometric and industry trends to improve forecast models once they are developed.
- 2.1.4 Forecasts shall incorporate the impact of business cycles.
- 2.1.5 Forecasts shall include any changes to baseline revenues resulting from changes to legislation and statutes.
- 2.1.6 Forecast models shall incorporate the ability to model changes in statutes regarding revenue collection and distribution.
- 2.1.7 The Contractor shall provide and explain the assumptions and economic models applied in forecast development.

- 2.1.8 The Contractor shall obtain benchmarks and compare current forecasting methodologies to those of similar jurisdictions (I.E. Pima County, Arizona State, Tucson etc.).
- 2.1.9 The items to be forecasted on a regular basis are those listed in Exhibit C (Contract Deliverables for Economic Forecasting Services). This exhibit may be amended or adjusted based on the needs of the County, subject to agreement by the Contractor.
- 2.1.10 Economic and Demographic Indicators: The Contractor shall continually review, update, and analyze demographic and economic indicators, particularly those related to Maricopa County.
 - 2.1.10.1 The Contractor shall supply other demographic data and economic information that drives changes in County expenditures and revenues for use in County documents and to support County-planning efforts.
 - 2.1.10.2 Basic data needs may vary throughout the year, and shall be articulated through direct contact with Maricopa County.
 - 2.1.10.3 The Contractor shall provide ready access to any database used in a format compatible with County information systems.
- 2.1.11 Legislative and Other Fiscal Impact Analysis: The Contractor shall analyze the fiscal impact of proposed legislation and other issues on an as-needed basis and in a timely manner.
 - 2.1.11.1 The Contractor shall be expected to have staff available to analyze legislation in a timely manner during peak periods. The turnaround time for analysis shall be no longer than 24 hours if possible. Contractor shall notify the County at anytime they cannot meet this requirement due to available information. This notification shall be within the 24 hour timeframe and should include an initial high level analysis and include what and if the County should take a particular position. The analysis shall include how the legislation shall impact the County and why the County should take a specific position on the legislation. The County's peak demand for legislative fiscal impact analysis shall occur when the Arizona Legislature is in session, particularly from January through April.
 - 2.1.11.2 Written research reports shall be required as a result of fiscal impact analysis, which could include financial as well as service impacts that may result from the legislation. These shall be developed in conjunction with the County.
 - 2.1.11.3 The Contractor shall be required to document and report all sources of data used to conduct fiscal impact analysis.
- 2.1.12 Presentations: The Contractor shall conduct presentations at various times throughout the year.
 - 2.1.12.1 The Contractor shall be expected to make at least two presentations of the quarterly forecast to County management and/or the County Board of Supervisors and develop reports and present information garnered under this contract as needed.
 - 2.1.12.2 The Contractor shall be expected to participate in a wrap up meeting as the close of the legislative session to collectively review the enacted legislation for inclusion in future forecasts.

- 2.1.12.3 Presentations shall be required for the management team, the County Board of Supervisors, the State Legislature and for other audiences on occasion.
- 2.1.13 Work Plans and Schedules: The Contractor shall submit regular work schedules and project plans to OMB on a quarterly basis or more often if requested by the County. The Contractor shall submit revised schedules when circumstances require substantial changes from the previous quarterly plan, including work requested by the County on an as-needed basis.
- 2.1.14 Progress Reports:
 - 2.1.14.1 The Contractor shall prepare and submit a formal monthly progress reports to OMB that indicate adherence to project plans and milestones reached. Monthly progress reports shall also include an accounting of total hours worked by the Contractor and/or Contractor's staff during the period.
 - 2.1.14.2 The Contractor shall prepare and submit formal annual progress reports along with the quarterly forecast report for the fourth quarter of each fiscal year. The annual progress report shall compare actual data with the Contractor's previous forecasts for each of the regularly forecasted items, and shall explain significant variances.
- 2.2 Availability: The Contractor shall be available on-site, when needed. Site Location: Office of Management & Budget, 301 West Jefferson, Suite 1070, Phoenix, Arizona, or other similar location.
- 2.3 Contractor's Performance: The Contractor shall furnish all necessary labor, tools, equipment, supplies and space to perform the required services. The OMB Budget Administrator or his/her agent shall decide all questions that may arise as to the quality and acceptability of any work performed under the contract. If, in the opinion of the OMB Budget Administrator or his/her agent, performance becomes unsatisfactory, the County shall notify the Contractor. The Contractor shall have two (2) days from that time to correct any specific instances of unsatisfactory performance. In the event the unsatisfactory performance is not corrected within the time specified above, the County shall have the immediate right to complete the work to its satisfaction and shall deduct the cost from any balances due, or to become due, to the Contractor. Repeated incidence of unsatisfactory performance shall result in cancellation of the agreement for default.
- 2.4 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report (IF Requested) delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

EXHIBIT B-1**Impact Analysis and Rating of Proposed Economic Development Projects**

1.0 Intent: Impact Analysis and Rating of Proposed Economic Development Projects

The Contractor shall provide timely analysis of the economic impact of proposed economic development projects and rate such projects according to criteria provided by the County.

2.0 Scope of Services:

2.0.1 The Contractor shall be expected to have staff available to analyze economic development project proposals in a timely manner (see Exhibit 1 attached). The County's Economic Development Committee will review proposals at least quarterly.

2.0.2 The Contractor shall be required to validate and document and report all sources of data used to conduct economic impact analyses.

2.0.3 The Contractor shall be available to present analyzes and project ratings to the Maricopa County Economic Development Committee as requested.

2.0.4 Contractor shall provide economic and fiscal impact modeling on as needed bases as it relates to the County's economic development program established in FY2011. The model analysis shall include basic summary tables that show the return on investment to the county in terms of tax revenues and also display estimates for new job creation. Each analysis shall be conveyed in a memorandum type report to the technical advising committee for purposes of fund allocation.

2.0.5 Contractor shall provide as needed technical support to the County as it relates to economic development program development, outreach, state and municipality coordination, and other related matters as they arise.

~~2.0.6 Stage one analyses shall include basic economic and fiscal impact modeling for Maricopa County related to each identified eligible business recruitment or expansion opportunity that is presented to the Committee. The results of the analysis shall be compared to other economic and fiscal impact analyses submitted by the third party economic development organization. The analysis shall include a return on investment calculation for the County as well as a job creation calculation. The analysis shall be conveyed in a memorandum format to the Committee along with any explanatory information that was used in the calculations.~~

~~2.0.7 Stage two analysis is identified as a stage one analysis plus any additional calculations or research that is prepared by the Contractor as it relates to Committee due diligence. This shall include the Contractor opining on the appropriate wage and employment levels if they appear to be out of line in the original economic and fiscal impact analysis submitted by the third party economic development entity; as well as opining on reported levels of property investment. This analysis shall also include a second economic and fiscal impact model analysis based on any modified assumptions as identified by the Committee and/or Contractor. This analysis shall be transmitted to the Committee in a revised memorandum.~~

2.0.8 The analyses shall include economic and fiscal impact modeling for Maricopa County related to each identified eligible business recruitment or expansion opportunity that is presented to the Committee. The analysis shall include job creation, economic output and revenues projected. The analysis will be conveyed in a memorandum format to the Committee along with any explanatory information that was used in the calculations.

EXHIBIT C**LIST OF DELIVERABLES****Items shall be Included in Quarterly Forecasts:**

1. **Maricopa County Revenues**
 1. **State Shared Transaction Privilege (Sales) Taxes**
 2. **State Shared Vehicle License Taxes**
 3. **State Shared Highway User Revenue Funds (HURF and HURF excluding DPS and ADOT Shift)**
 4. **Primary Net Assessed Value (total and for properties taxed in the prior year)**
 5. **Secondary Net Assessed Value (total, total for properties taxed in the prior year and value used for Flood Control District taxes and the value used for the Flood Control District taxed in the prior year)**
 6. **Jail Excise Tax**
2. **Maricopa County Expenditures**
 1. **AHCCCS Acute Contribution**
 2. **ALTCS Acute Contribution**
3. **Demographic Information**
 1. **Maricopa County Population (total population and the population in the unincorporated areas)**
 2. **Arizona Population**
 3. **U.S. Population**
 4. **Maricopa County Population by Age**
 5. **Maricopa County Population by Race**
 6. **Maricopa County Population – Births, Deaths and Net Migration**
4. **Economic Information**
 1. **Maricopa County Unemployment Rate**
 2. **Arizona Unemployment Rate**
 3. **U.S. Unemployment Rate**
 4. **Maricopa County Employment**
 5. **Arizona Employment**
 6. **U.S. Employment**
 7. **Maricopa County Labor Force Data**
 8. **Arizona Labor Force Data**
 9. **U.S. Labor Force Data**
 10. **Maricopa County Non-Farm Wage & Salary Employment – Percent Distribution**
 11. **Employee Cost Index (Seasonally Adjusted and Not Seasonally Adjusted)**
 12. **Arizona Non-Farm Wage & Salary Employment – Percent Distribution**
 13. **U.S. Non-Farm Wage & Salary Employment – Percent Distribution**
 14. **Maricopa County , Arizona and United states Personal Income and Per Capita Income**
 15. **Maricopa County Retail Sales**
 16. **Maricopa County Building Permits**
 17. **Maricopa County Single Family Housing Units Authorized and Greater Phoenix Single Family Permits**
 18. **Maricopa County Single Family Median Home Price**
 19. **Maricopa County (Unincorporated) Single Family Housing Units Authorized**
 20. **Arizona Single Family Housing Units Authorized**
 21. **Maricopa County Multi-Family Market/Inventory & Vacancy Rates**
 22. **Maricopa County Office Market/Inventory & Vacancy Rates**

- 23. **Maricopa County Commercial Building Permits**
- 24. **Maricopa County Major Employers**
- 25. **U.S. Consumer Price Index**
- 26. **U.S. Medical CPI**
- 27. **U.S. Real Gross Domestic Product**
- 28. **GDP Price Deflator**

ELLIOTT D. POLLACK & COMPANY, 7505 EAST 6TH AVENUE, SUITE 100, SCOTTSDALE, AZ 85251

PRICING SHEET: NIGP CODE 91849

Vendor Number: 2011001495 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2014 2017**.