

**SERIAL 16077 RFP AIR QUALITY RULE DEVELOPMENT TECHNICAL SUPPORT**

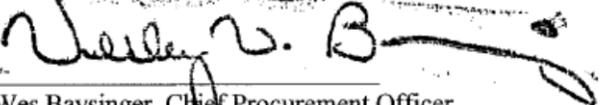
**DATE OF LAST REVISION: February 18, 2016 CONTRACT END DATE: February 28, 2018**

**CONTRACT PERIOD THROUGH FEBRUARY 28, 2018**

**TO: All Departments**  
**FROM: Office of Procurement Services**  
**SUBJECT: Contract for AIR QUALITY RULE DEVELOPMENT TECHNICAL SUPPORT**

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 **February 18, 2016 (Eff. 03/01/16)**.

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

JG/jl  
Attach

Copy to: Office of Procurement Services  
Hether Krause, Air Quality



## CONTRACT PURSUANT TO RFP

SERIAL 16077-RFP

This Contract is entered into this 18<sup>th</sup> day of February, 2016 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Eastern Research Group, Inc. a Massachusetts corporation ("Contractor") for the purchase of Air Quality rule development technical support services.

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of two (2) years, beginning on the 1<sup>st</sup> day of March, 2016 and ending the 28<sup>th</sup> day of February, 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) 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 PAYMENTS:

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

#### 2.3 INVOICES:

2.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will 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)
- Description of Purchase (product or services)
- Pricing per hour/position
- Extended price
- Total Amount Due

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

- 2.3.3 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>).
- 2.3.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 2.3.5 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.

2.4 APPLICABLE TAXES:

- 2.4.1 **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.
- 2.4.2 **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.
- 2.4.3 **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.

2.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

- 2.6.1 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 your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

2.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

2.7.1 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, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

3.0 AVAILABILITY OF FUNDS:

3.1 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.

3.2 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.

4.0 DUTIES:

4.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

4.2 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.

5.0 TERMS and CONDITIONS:

5.1 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 of the Contractor or its subcontractor(s) 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 will 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.

5.2 INSURANCE:

5.2.1 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.

5.2.2 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.

5.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

5.2.4 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.

5.2.5 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.

5.2.6 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.

5.2.7 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.

5.2.8 **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.

5.2.9 **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.

**5.2.10 Professional Liability.**

Contractor shall maintain Professional Liability insurance which will provide coverage for any and all acts arising out of the work or services performed by the Contractor under the terms of this Contract, with a limit of not less than \$1,000,000 for each claim, and \$3,000,000 aggregate claims.

**5.2.11 Certificates of Insurance.**

5.2.11.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete 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.

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

5.2.11.3 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.

**5.3 FORCE MAJEURE**

5.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

5.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

5.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

5.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

5.4 **WARRANTY OF SERVICES:**

- 5.4.1 The Contractor warrants that all services provided hereunder will 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.
- 5.4.2 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.

5.5 **REQUIREMENTS CONTRACT:**

- 5.5.1 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 will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.
- 5.5.2 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 will 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.
- 5.5.3 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.

5.6 **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.

5.7 **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—

- 5.7.1 Cancel the stop-work order; or

5.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.

5.7.3 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.

**5.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

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

**5.9 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:

5.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;

5.9.2 Make progress, so as to endanger performance of this contract; or

5.9.3 Perform any of the other provisions of this contract.

5.9.4 The County's right to terminate this contract under these subparagraph 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.

**5.10 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.

**5.11 CONTRACTOR LICENSE REQUIREMENT:**

5.11.1 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.

5.11.2 Respondents furnishing finished products, materials or articles of merchandise that will 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.

**5.12 SUBCONTRACTING:**

5.12.1 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.

5.12.2 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.

**5.13 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.

**5.14 ADDITIONS/DELETIONS OF SERVICE:**

5.14.1 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 will 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 will be negotiated between the Contractor and the County.

5.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will 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.

**5.15 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.

**5.16 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.

**5.17 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.

**5.18 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.

**5.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

5.19.1.2 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;

5.19.1.3 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

5.19.1.4 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.

5.19.2 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.

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

5.20.1 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.

5.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 5.20.1 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.

5.21 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:

5.21.1 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,

5.21.2 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.

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

5.22.1 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 authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

5.22.2 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.

5.22.3 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.

5.23 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.

5.24 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.

5.25 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.

5.26 PRICES:

Contractor warrants that prices extended to County under this Contract are consistent with those paid by any other customer for these or similar services.

5.27 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.

5.28 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.

5.29 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

5.30 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.

5.31 INCORPORATION OF DOCUMENTS:

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

5.31.1 Exhibit A, Pricing;

5.31.2 Exhibit B, Scope of Work;

5.31.3 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:

Eastern Research Group  
Paula Fields Simms, Principal Engineer  
8950 Cal Center Drive, Suite 325  
Sacramento, CA 95826

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

**CONTRACTOR**



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

Sandeep Kishan, Vice President

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

3508 Far West Blvd., Suite 210, Austin, TX 78731  
ADDRESS

February 3, 2016  
DATE

**MARICOPA COUNTY**

*for*   
\_\_\_\_\_  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

2/24/16  
DATE

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
LEGAL COUNSEL

Feb 22, 2016  
DATE

**EXHIBIT A**

**PRICING**

SERIAL 16077  
 NIGP CODE: 918-10  
 RESPONDENT'S  
 NAME: Eastern Research Group, Inc.  
 COUNTY VENDOR NUMBER : 2011006780  
 ADDRESS: 110 Hartwell Avenue  
Lexington, MA 02421  
 P.O. ADDRESS: \_\_\_\_\_  
 TELEPHONE  
 NUMBER: 781-674-7200  
 FACSIMILE NUMBER: 781-674-2851  
 WEB SITE: [www.erg.com](http://www.erg.com)  
 CONTACT (REPRESENTATIVE): Paula Fields Simms  
 REPRESENTATIVE'S E-MAIL ADDRESS: [paula.fields@erg.com](mailto:paula.fields@erg.com)

YES      NO

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT

**Payment Terms**

NET 30 DAYS

**1.0 PRICING:**

Hourly Rate Card

Professional Level	P-Level	Rate
Professional Level 4	P-4	\$153.02
Professional Level 3	P-3	\$103.19
Professional Level 2	P-2	\$91.61
Professional Level 1	P-1	\$58.80

**INDIVIDUAL TASK PRICING:**

Prior to the commencement of any work contemplated in Exhibit B, Scope of Work, the County shall issue Contractor a detailed scope of work for the service(s) required. Contractor shall provide County with a detailed cost estimate utilizing the Hourly Rate Card above that, when accepted by County, shall be the not to exceed amount for the specified work.

**STANDARD DEFINITION OF LABOR CLASSIFICATIONS**

**Professional Level 4 (P-4)** - Plans, conducts and supervises, and manages projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique methods and procedures. Supplies technical advice and counsel to other professionals. Generally operates with wide latitude for un-reviewed action.

Typical Title: Project Leader, Principal Engineer, Senior Environmental/Chemical Engineer, Principal Economist  
Normal Qualifications: Ph.D. Degree or equivalent; and  
Experience: 10 years minimum

**Professional Level 3 (P-3)** - Under general supervision of a project leader, plans, conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistants, reviews progress and evaluates results, makes changes in methods, design or equipment where necessary. Operates with some latitude for un-reviewed action or decision.

Typical Title: Staff Engineer-Specialist, Project/Environmental Scientist  
Normal Qualifications: Masters Degree or equivalent; and  
Experience: 6 years minimum

**Professional Level 2 (P-2)** - Under supervision of a senior or a project leader, carries out assignments associated with specific projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment. Work assignments are varied and require some originality and ingenuity.

Typical Title: Civil Engineer, Analyst  
Normal Qualifications: Bachelors Degree or equivalent; and  
Experience: 3 years minimum

**Professional Level 1 (P-1)** - Lowest of entering classification. Works under the close supervision of a project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required.

Typical Title: Junior, Associate, Assistant  
Normal Qualifications: Bachelors Degree or equivalent; and  
Experience: 0 years minimum

#### **Experience/Qualification Substitutions**

- 1) Any combination of additional years of experience (beyond the specified minimum experience) in the proposed field of expertise or full time college level study in the particular field totaling four (4) years will be an acceptable substitute for a Bachelors Degree.
- 2) A Bachelors Degree plus any combination of additional years of experience (beyond the specified minimum experience) or graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.
- 3) A Bachelors Degree plus any combination of additional years of experience (beyond the specified minimum experience) or graduate level study in the proposed field of expertise totaling four (4) years or a Masters Degree plus two (2) years of either additional experience (beyond the specified minimum experience) or graduate level study in the proposed field of expertise will be an acceptable substitute for a Ph.D. Degree.
- 4) Additional years of graduate level study in an appropriate field will be considered equal to years of experience on a one-to-one basis for Masters and PhD equivalencies. Additional years of college level study in an appropriate field will be considered equal to years of experience for Bachelors Degree equivalencies.

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

The Maricopa County Air Quality Department (MCAQD) is seeking an experienced firm to provide assistance to the Planning and Analysis Division in the development of air quality related rule amendments. The current rule amendments relate to the control of NOX and VOC emissions and include source categories such as electric utility stationary gas turbines, coating of wood furniture and surface coating operations. A complete list of current rule amendments can be found on the Maricopa County Enhanced Regulatory Outreach Program (EROP) website at <http://www.maricopa.gov/regulations/aq/process.aspx#>. Most of the rule amendments listed on the EROP website are in preparation for the Reasonable Available Control Technology (RACT) State Implementation Plan (SIP) element required for the Ozone Moderate SIP submittal which is due in January of 2017 to the Arizona Department of Environmental Quality. The awarded Contractor must have substantial experience associated with air quality rules and regulations, emission reduction technologies and strategies, emission inventories, compliance cost estimation, and socioeconomic impact analysis. A comprehensive understanding of federal, state and local legislation pertaining to air quality and related issues is critical.

**2.0 SCOPE OF WORK**

Contractor will provide technical support to the Planning and Analysis Division. Each task will be assigned to Contractor by an authorized MCAQD representative in a detailed, written work authorization prior to commencing the task. The Contractor shall submit to the MCAQD representative cost proposal that details a not to exceed amount, proposed personnel and hourly rates shall not be greater than those set forth in Exhibit A, Pricing.

Contractor may be asked to perform in one or more of the following work areas:

1. Analyze the socioeconomic impact of proposed rules.
  2. Estimate the costs of compliance with proposed rules.
  3. Compile and analyze information on available air pollution control technology.
  4. Gather and analyze emission inventory information for relevant source categories.
  5. Develop control strategies.
  6. Analyze the emission impacts of proposed rules.
  7. Propose regulatory language.
  8. Prepare documentation including RACT Analysis and Negative Declarations.
  9. Prepare written documents to support rule adoption.
  10. Participate in public workshops and assist in responding to public comments.
- 2.1 **Initial Meeting/Conference Call:** At the beginning of the contract period, the principal and key personnel will meet with MCAQD staff via telephone or in person to review the scope of work and project schedule and tasks, outlines about each of the deliverables, appropriate data resources, rationales and specific information about the techniques or methodology to be used to establish appropriate rule development, and any issues that should be resolved before work can begin.
- 2.2 **Follow-up Report:** After the initial meeting, Contractor shall deliver a report summarizing the initial meeting and outlining the following:
- 2.2.1 **Work Plan:** Description of work activities or tasks agreed upon by MCAQD and the Contractor including the sequence of activities.

- 2.2.2 **Detailed Outlines of Deliverables:** A detailed outline and description of each document and analysis.
- 2.2.3 **Methodology:** A description of the methodology or techniques to be used to establish appropriate rule development including what data, specific methods, criteria and tools will be used.
- 2.2.4 **Schedule:** Final milestones for deliverables and progress reports.
- 2.3 **Periodic conference Calls and Progress Reports:** At regular intervals defined by MCAQD (approximately every 2 weeks), the contract principal and key staff will meet with MCAQD staff, if feasible, or by video or telephone conference to discuss details of task progress and any issues requiring further guidance from MCAQD. Prior to each conference call, the Contractor will email MCAQD a concise progress report that includes:
  - 2.3.1 A summary of intervening meeting(s), including a list of attendees
  - 2.3.2 Current status of deliverables,
  - 2.3.3 A list of significant tasks in progress and those completed, and
  - 2.3.4 A description of issues requiring further consultation with or guidance from MCAQD.
- 2.4 **Develop Deliverables:**

Contractor will prepare the following:

- 2.4.1 **Analyze the Socioeconomic Impact of the Proposed Rules:** Prepare a document that includes the analysis of the socioeconomic impacts of the proposed rules on existing and future sources in Maricopa County paying particular attention to assessing impacts to small businesses within the industry. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.2 **Estimate the Costs of Compliance with the Proposed Rules:** Develop compliance cost estimates for a variety of sources subject to the proposed rules to establish thresholds for control technology listed in the proposed rules. The compliance cost thresholds for each proposed rule will include a brief description of their genesis in the document, with a list of source specific characteristics that may require a case-by-case determination by MCAQD as to whether the controls listed in the proposed rule is feasible for the industry. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized
- 2.4.3 **Compile and Analyze Information on Available Air Pollution Control Technology:** Prepare a document for each proposed rule that reflects the various air pollution control technology including the evaluation of the latest innovations in the industry and the costing information associated. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.4 **Compile and Analyze Emission Inventory Information for Relevant Source Categories:** Prepare a document including detailed facility-specific operations data provided by industry to assess baseline emissions for sources subject to the proposed rules. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.5 **Develop Control Strategies:** Prepare a control strategy document for each proposed rule to assess specific abatement measures, management practices or control technologies to determine the best approach to provide appropriate emission reductions. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized

- 2.4.6 **Analyze the Emission Impacts of Proposed Rules:** Prepare a document that includes the analysis of the emission reductions established by the proposed rules. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.7 **Propose Regulatory Language:** Review existing draft proposed rule language documents and propose revised rule language that is clear, concise and technically accurate. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.8 **Prepare EPA documentation including Reasonable Available Control Technology (RACT) Analysis and Negative Declarations:** Prepare EPA documentation needed to support the proposed rules. Documents include (at a minimum) RACT Analysis where applicable and negative declarations. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.9 **Prepare Written Documents to Support Rule Adoption:** Prepare documents as needed to support the rule making process and rule adoption. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.4.10 **Participate in Public Workshops and Assist in Responding to Public Comments:** Facilitate and/or participate in public workshops regarding the proposed rules. Prepare documents that assist MCAQD in response to stakeholder comments. The document format shall be consistent with Maricopa County graphic standards and should include links to all data sources utilized.
- 2.5 **Document Preparation:** Contractor will prepare draft documents as well as a final version of each document. Supporting technical documents, data and calculations must be provided to MCAQD.
- 2.6 **Draft Documents:** Contractor shall submit to MCAQD an electronic copy of each draft document for review by staff. All revisions to the draft documents requested by MCAQD will be provided to the Contractor in accordance with timelines established in the scope of work and with a cover memorandum providing any necessary additional guidance.
- 2.7 **Final Draft Documents:** When the final draft of all documents is determined to be complete and ready for department review, a stakeholder meeting will be set up and a comment period established to allow for stakeholder comment. Contractor will be expected to present the material in the document, answer questions regarding stakeholder comments, and take and transcribe comments. MCAQD and Contractor will review stakeholder comment and the Contractor will make revisions required (per MCAQD's request) for the final documents.
- 2.8 **Final Documents:** Upon approval of the final documents by MCAQD, Contractor will deliver 2 unbound copies of the final documents and any appendices to MCAQD. The final report must incorporate all final alterations and additions as requested by MCAQD's comments on the draft document. Contractor will also deliver the final documents and all associated analysis and data result in Microsoft Office 2010 files or, if appropriate, an alternative electronic format acceptable to MCAQD and as specified in the final scope of work. Weblinks to referenced documents should be included, where available. An electronic copy of each reference document shall accompany the final documents to provide complete documentation.

### 3.0 **PROCUREMENT REQUIREMENTS:**

#### 3.1 **DELIVERY:**

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

**3.2 CONTRACTOR EMPLOYEE MANAGEMENT:**

- 3.2.1 Contractor shall endeavor to maintain the personnel proposed in their offer throughout the implementation of the Solution. In the event that Contractor personnel's employment status changes, Contractor shall provide County a list of proposed candidates with equivalent experience with the Solution. County reserves the right to assist in the selection of the replacement candidate. Under no circumstances is it acceptable for the implementation schedule to be impacted by a personnel change on the part of the Contractor.
- 3.2.2 Contractor shall not reassign any provided personnel without the express consent of the County.
- 3.2.3 County reserves the right to immediately remove from its premises any Contractor personnel it determines is a risk to County operations.
- 3.2.4 County reserves the right to request the replacement of Contractor personnel at any time, for any reason.

**CONTRACTOR SCOPE OF SERVICES:**

**1.1 Analyze Socioeconomic Impact of the Proposed Rules**

Contractor shall begin by developing a profile of the industry that addresses factors such as the number of facilities in the regulated community and whether they are public or private, large or small, stand-alone operations or integrated/interrelated facilities under the same ownership. Contractor shall also characterize the industry by concentration, as well as competitive, oligopolistic, or monopolistic market structures. The industry profile lays the groundwork for the structure of the economic analysis.

Contractor economists and engineers will work together to understand the costs of pollution controls. The economists will take the capital, one-time non-equipment, and annual operating and maintenance costs developed by the engineers and annualize them in a model that takes into account the lifetime of the capital investment, cost-of-capital (discount rate), corporate/tax structure, depreciation, and tax effects. Annualization of costs is the best way to report the cost of the rule and examine the impacts of additional costs on projected cash flows. By combining the annualized costs and removals, Contractor will examine the relative cost-effectiveness for each pollution control option. An option that costs more but removes less pollution than another option is inefficient and is dropped from the set. A cost-effectiveness analysis also indicates whether there is a marked change in the marginal cost relative to the marginal removals moving from one option to another. Such a point will indicate where an option costs much more but removes little more pollution than another option under consideration.

If sufficient information exists for the industry, Contractor will combine forecasting methods, industry data, and discounted cash flow analyses to create industry-specific facility and company closure analyses. Contractor can also use an alternative modeling methodology we developed that relies on specialized data from the Census Bureau to evaluate the impacts of added costs on establishments. For public companies, Contractor will examine financial ratios, discriminate analysis of financial ratios such as Altman's Z models, and access to capital to evaluate the impacts of new pollution control requirements. Depending on the industry, Contractor can build price/quantity curves from theoretical constructs or years of survey data.

Contractor will examine community impacts, such as changes in local unemployment rate from potential facility closures and the ethnic and income characteristics of potentially affected regions. Contractor will evaluate the most appropriate source of regional multipliers for use in MCAQD analyses: (1) Regional Input-Output Modeling System (RIMS II) multipliers or (2) IMPLAN multipliers. ERG has extensive experience with both data sets.

Contractor has developed and applied many methods for estimating the improvement in social welfare from a policy decision. Contractor has used revealed and stated preference, hedonic, and avoided costs methods to estimate changes in use and non-use values. Contractor benefits analysis is integrated with our market models and industry profile to give a complete picture of changes in private and public well-being. Contractor will discuss with MCAQD to determine the most appropriate approach to use.

The methods and data used, and results derived from the socioeconomic impacts analyses will be documented according to the requirements described in sections 2.5 through 2.8 of the RFP. Contractor will prepare draft, final draft, and final versions of each report as determined by MCAQD and provided for in the task work plan. Following each draft and final draft document submittal by Contractor, MCAQD will provide comments and Contractor will address the comments in subsequent version(s) of the document, culminating with a Final Document. All Final Documents will be submitted to MCAQD along with two unbound copies, an electronic copy, and all references, related data, etc. Note that the approach described here for preparation and submittal of documents applies to the other tasks described below.

## 1.2 Estimate the Costs of Compliance with the Proposed Rules

To support rulemaking analyses, Contractor will estimate the full compliance costs to the industry, including control costs and the cost of testing, monitoring, recordkeeping, and reporting. Contractor will report the costs in terms of capital investment, annualized costs, and cost-effectiveness (i.e., annualized cost per mass of emission reduced). Contractor may compute costs on a site-specific basis, or use engineering models of the industry for source categories with limited data or with a large number of sources, such as dry cleaners or boilers.

Contractor control cost estimates include capital and operating costs. For capital costs, Contractor will include purchased equipment, site preparation, installation costs (e.g., foundation, erection, utilities), and indirect costs (e.g., engineering, start-up, contractor fees). For annual operating costs, Contractor will include operating labor, maintenance labor, materials, electricity, compliance costs, and indirect costs (e.g., overhead, administration, property taxes, insurance). For compliance costs, Contractor will include the capital costs and annual labor costs. Labor costs cover the requirements for regulatory notifications, collecting process data, operating monitoring equipment, performing equipment calibrations and tests, and submitting compliance reports.

To prepare cost estimates, Contractor will gather actual cost data from multiple plants and control technology vendors, and review these data to understand the cost components and develop cost algorithms that are specific to the industry. To facilitate costing efforts, Contractor has developed a library of computerized algorithms in spreadsheet or Access database format for a number of control devices, including the following:

- Biological treatment
- Boilers
- Carbon adsorbers
- Carbon injection
- Catalytic incinerators
- Combustion turbines
- Dry sorbent injection
- Ductwork and miscellaneous associated equipment
- Electrostatic precipitators
- Fabric filters
- Flares
- Flue gas desulfurization
- Internal combustion engines
- Leak detection and repair
- Mechanical collectors (e.g., cyclones)
- Packed tower gas absorbers
- Piping
- Refrigerated condensers
- Selective catalytic reduction (SCR)
- Selective noncatalytic reduction (SNCR)
- Spray drying
- Steam strippers
- Storage tank controls
- Thermal incinerators
- Venturi scrubbers
- Wet scrubbers

The computerized algorithms are based on procedures in the EPA Air Pollution Control Cost Manual and other EPA guidance documents. Contractor updated the cost routines based on newer guidance and data collected from recent NSPS and NESHAP rulemakings and other costing efforts. Using these programs and recognized cost indices (e.g., Chemical Engineering magazine's "Chemical Engineering Plant Cost Index"), Contractor will update or

customize these algorithms to develop control cost estimates for a broad range of industry processes quickly and efficiently.

### 1.3 Compile and Analyze Information on Available Air Pollution Control Technology

The purpose of this phase is to document the availability of control technology options for NO<sub>x</sub> and VOC control, the emission reductions achievable, and the multimedia environmental implications. Contractor will evaluate pollution prevention techniques, add-on controls, and emerging technologies that could be applicable. Our data gathering approach varies depending on the industry and the amount of information that is readily available. Contractor anticipates obtaining technology performance data from compliance tests and monitoring results, past federal or state rulemaking efforts, literature searches, and control technology vendors. Contractor will apply control measures used by other similar industries or processes by documenting that the stack gas parameters were similar to those of the target industry. If feasible (and allowed by the budget), Contractor can visit plants to understand the process operating environment, the applicability of the control technology, factors affecting performance, and potential performance problems. When test results are available, Contractor will evaluate test procedures to establish the validity of the test results and then analyze testing data to establish enforceable performance levels. If additional test data are needed, Contractor will develop test plans and attend the test and monitor the operation of the process and control device during the test to ensure the data are representative of good operation, and will assess the reasons for any variations in performance among test runs.

Contractor will analyze the data and document the options available for control strategy development. Contractor reports will address technology applicability (i.e., processes, process subcategories, or types of emission points or products to which it is applicable), performance levels, secondary impacts (i.e., any emission increases associated with applying the technology and any liquid or solid wastes generated), operation and maintenance requirements (i.e., ease of operation is particularly important when regulating small businesses), and methods to measure compliance.

### 1.4 Compile and Analyze Emission Inventory Information for Relevant Source Categories

Contractor will start by obtaining permit files and databases from state and local agencies, as well as information from federal sources (e.g., National Emissions Inventory, Toxics Release Inventory). Contractor will collect data on source location, emissions, process configurations, current regulations that apply, and baseline controls. Then Contractor will obtain supplemental data from site visits, trade associations, industry meetings, technical publications, and industry databases. Contractor may develop questionnaires to survey the industry either comprehensively or by surveying a representative subset of facilities with different process configurations, if time and budget allow.

As part of the rule development process, Contractor will analyze the emissions data and develop a profile of the target industry. The profile describes the different production processes, identify the significant emission points and emission mechanisms, quantify emissions by facility, explain the factors affecting emissions, and provide a geographic location of the facilities and a growth projection. If necessary, Contractor will also identify emission release characteristics for use in dispersion modeling, public health risk assessments, and control strategy development.

To ensure that databases are documented and that technical analyses are sound, Contractor will develop a quality management plan tailored to the needs of the specific project. Contractor Quality Assurance/Quality Control (QA/QC) Coordinator, with experience in rule development, will be assigned to help plan the data collection and analysis, and to peer review the analytical results. Contractor will document every data source, peer review data interpretations, and provide QA of the data entry.

### 1.5 Develop Control Strategies

Once MCAQD approves the selection of control techniques, Contractor will develop control strategies that serve as the basis for the regulatory decision. Contractor will customize the control strategies to the source category depending on the types of emission points (e.g., sources may have stack emissions, waste handling emissions, and fugitive emissions), availability of control techniques with different levels of emission control, and nature of the governing statute (i.e., severe air quality problems or serious health effects require more aggressive approaches, where costs are less of a factor in structuring options).

Contractor will develop multiple control strategy options for each rule. The options represent a range of stringencies, each associated with a different emission reduction and other environmental and cost impacts. After considering the

options, MCAQD chooses a single control strategy to propose. Contractor will structure control strategy options to encompass which sources and types of emission points to regulate, alternative control techniques, and ranges of performance levels. Formats of the options differ depending on the process to be regulated. For example, control strategy options may present alternative emission control technologies upon which the rule and its emission limits could be based (e.g., an electrostatic precipitator versus a fabric filter). Alternatively, the control strategy options may involve a single control technique, but different levels of emission reduction that can be achieved (e.g., a caustic scrubber designed and operated to get 90 percent reduction versus 95 percent reduction). For other process conditions, Contractor may specify options that rely on a single control technique but differ in terms of which sources would be required to apply control (e.g., a 98 percent efficient combustion device for process vent streams that exceed alternative flow rate and VOC concentration levels). Contractor will develop a different set of control strategies for new and existing sources, because there may be technical limitations and higher costs for retrofitting controls on existing sources.

#### 1.6 Analyze the Emission Impacts of Proposed Rules

To support the regulatory decision-making process, Contractor will estimate the emission reduction of each control strategy compared to baseline emissions. Contractor will compute the emission impact for each facility using a site-specific emission inventory. If sufficiently detailed inventory data are not available, Contractor will develop a set of engineering models to represent the industry based on available inventory information, such as the type of products manufactured, processes used, and production rates. To estimate emission impacts, Contractor will apply control device efficiencies to baseline emissions, use emission factors, or apply mass balance principles depending on the processes being regulated, the types of controls, and available data.

Besides the regulated pollutant, Contractor will estimate the impacts on other emissions. For example, a combustion device to control VOC may also reduce organic HAP, but result in an increase of NO<sub>x</sub>. Similarly, a limit on the HAP content of a surface coating product or commercial or institutional cleaning products may cause an increase in VOC due to product reformulation. Rules that lead to energy efficiency may reduce greenhouse gas (GHG) emissions. Contractor will also document differences in energy demand and any water and solid waste discharges.

#### 1.7 Propose Regulatory Language

Once MCAQD selects a control strategy as the basis of the rule, Contractor will prepare the regulatory language. The process will begin by meeting with MCAQD's technical lead to receive guidance on the goals of the rule and any secondary objectives. For example, Contractor might explore whether the agency wants to provide exemptions for low emitting processes, design the rule to encourage certain emerging technologies, or provide streamlined compliance provisions for small businesses. Contractor will then draft the rule language, including applicability provisions, definition of terms, emission standards, compliance demonstration techniques, specification of testing and monitoring methods, and the recordkeeping and reporting provisions. Contractor will write the rule in question and answer format, and present complex regulatory provisions in tables rather than in text.

Contractor will design the format of the emission standard in a way that provides maximum compliance flexibility so that the rule will encourage technology innovation, allow multiple control methods, and minimize compliance costs.

In developing compliance provisions, Contractor will first consider continuous emission monitoring systems (CEMS). However, for some pollutants, CEMS are not yet available or may be judged too expensive for smaller sources to implement. In these cases, Contractor will consider a combination of initial or periodic stack tests and continuous process or control device parameter monitoring. Contractor will develop detailed regulatory requirements specifying the test methods; the operating parameters to be monitored for each type of control device; and the sensitivity, calibration requirements, performance specifications, minimum data requirements, and data reduction methods that must be used for each type of CEMS, opacity monitoring system, or continuous parameter monitoring system.

#### 1.8 Prepare EPA documentation

Subsequent to the proposal and preparation of regulatory language for a particular rule, Contractor will prepare any required EPA documentation needed to support that proposed rule, such as a Reasonably Available Control Technology (RACT) Analysis.

EPA has defined RACT as: "the lowest emission limitation that a particular source is capable of meeting by the application of control technology that is reasonably available considering technological and economic feasibility."

(44 FR 53762; September 17, 1979). A RACT Analysis involves the detailed examination of the proposed rule and a comprehensive comparison with federal, state, and county RACT guidance documents to ensure that the proposed rule is at least as stringent as the guidance documents. Based on previous RACT analysis experience and other regulatory development efforts, Contractor will provide a complete and thorough RACT Analysis. Contractor will closely review EPA's RACT guidance (i.e., Control Techniques Guidelines [CTGs] and Alternative Control Techniques [ACTs]), as well as local guidance from Maricopa County (i.e., "Requirements, Procedures and Guidance in Selecting BACT and RACT" and Rules 300-372 of Maricopa County Air Pollution Control Regulation, Regulation III [Control of Air Contaminants]). As needed, Contractor will also examine applicable federal rules (e.g., New Source Performance Standards [NSPS], National Emission Standards for Hazardous Air Pollutants [NESHAP]) and relevant rules and EPA-approved SIP measures from non-attainment areas located in other parts of the country.

If a RACT Analysis is not applicable for the required EPA documentation, then Contractor will prepare negative declaration documents or any other required supplemental documentation. In all cases, Contractor will prepare all documents to be consistent with Maricopa County graphic standards and will include references (and links where available) to all data sources utilized.

#### 1.9 Prepare Written Documents to Support Rule Adoption

For all rulemaking projects, Contractor thoroughly documents the results of data collection, technical, economic, and regulatory analyses. This background documentation generally covers industry characterization, demonstrated control techniques, performance of control techniques (including test data results), alternative control strategies, control costs, environmental and energy impacts, and economic impacts. Contractor will prepare all MCAQD documentation in the form either of a formal background document or a series of technical memos. Contractor will also prepare minutes of all stakeholder meetings, trip reports for all site visits to collect data, and contact reports for all telephone calls made to gather technical data.

Contractor will also draft MCAQD's legal rationale for the rule. This language will explain how the proposed/final rule satisfies the Clean Air Act requirements based on the results of the regulatory analysis conducted. Contractor will summarize the proposed rule and address the statutory authority for the rule; selection of the industry for regulation; selection of emission points; rationale for control requirements; selection of the emission control requirements; selection of the format of the standard; selection of monitoring, recordkeeping and reporting requirements; and impacts of the rule.

Following promulgation of the rule, Contractor will develop rule implementation and guidance documents to assist the regulated industry and state/local agency regulators.

#### 1.10 Participate in Public Workshops and Assist in Responding to Public Comments

For stakeholder meetings and workshops, Contractor will help plan the agenda, prepare technical materials for discussion at the meeting, present the results of our technical analyses, and prepare a record of the discussions at the meeting. As requested by MCAQD, Contractor will make available our technical experts who supported the various rule analyses under the above tasks to participate in the meetings, make presentations and/or assist MCAQD staff with development of presentation materials, and respond to comments during meetings.

As public comment letters are submitted, Contractor will review each letter and prepare a condensed summary of the comments. Contractor will prepare a comment summary document that groups all the comments by topic area (e.g., applicability of the rule, achievability of the emission limits, costs, technology performance, compliance requirements) and identifies the commenters. Contractor will also maintain a list of significant comments that require special attention by MCAQD because the commenter raises technical issues that might require additional analysis or raise novel policy or legal issues that require special attention. Contractor will meet with agency staff to discuss the issues and obtain guidance on how to respond to the comments. Contractor then will develop a response to every relevant comment, and prepare a response-to-comment document for agency review. Following agency review, Contractor will revise the document for publication in the rulemaking docket.

For rulemakings with a large number of comments, MCAQD can use Contractor Web-based comment review system. Multiple staff at Contractor and MCAQD can then access the system simultaneously to enter responses to comments in their assigned subject areas. Once a response is entered, it is available to an assigned MCAQD reviewer for that subject area for approval or editing. After review and approval of all comment responses, the system generates the final comment response document in Word. If MCAQD decides to use this system for any of the rulemakings, Contractor will secure login information for staff and provide training on use of the system.

Alternatively, if relatively few unique comment letters are received, Contractor will prepare Word documents and Excel tables to organize, group, summarize, track, and respond to comments. Contractor provides the electronic system without any licensing fees or user charges, and it has been used successfully for a number of large EPA rulemakings.

## 2.0 Project Monitoring Procedures

Contractor will implement the requirements as described in Sections 2.1 through 2.3 of the County Requirements above. Contractor will participate in a kick off call with MCAQD to review the project scope, schedule, budgets, deliverables staffing, and methods to be used to accomplish the specific work needed to support rule development or modification. After the meeting, Contractor will provide a report that contains: discussion and action items from the meeting; work plan (i.e., description of work activities and tasks); outline of deliverables to be produced under the project; methodology; and schedule for the task.

Contractor will submit the follow up report to MCAQD for review and acceptance before proceeding with any work. Upon approval to proceed, Contractor contract manager will establish task codes within our accounting system. This system, Cognos, along with our electronic timesheet system, DelTek, enable her to monitor labor charges on a daily and weekly basis to ensure the project is kept within budget. Also, Contractor will initiate weekly or bi-weekly team calls to monitor progress and ensure that the project remains on schedule. At the first sign of any problem, Contractor will immediately implement corrective action. All of these activities, including any problems and corrective actions, will be documented in monthly progress reports to be submitted to MCAQD.

## 3.0 MCAQD Resources

Contractor anticipates that MCAQD resources would be needed in two cases: first, to ensure that Contractor has the appropriate background information developed by MCAQD before starting any analyses; and second, to review deliverables and reports developed by Contractor. Contractor assumes that MCAQD would return comments within 30 days on any submitted report. Contractor would then finalize the report within 15 to 30 days, depending on the schedule established for the task.

**EXHIBIT C****OFFICE OF PROCUREMENT SERVICES CONTRACTOR 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 coverage.
  - 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.

**EASTERN RESEARCH GROUP, INC. PO BOX 845037, BOSTON, MA 02284-5037**

NIGP Code: 91810  
Terms: Net 30 Days  
Vendor Number: 2011006780 0  
Certificates of Insurance: Required  
Representative: Paula Fields Simms  
Representative Email: [paula.fields@erg.com](mailto:paula.fields@erg.com)  
Contract Period: To cover the period ending **February 28, 2018**