

**SERIAL 14089-2 RFP-1 HUMAN RESOURCE CONSULTING SERVICES, GENERAL
GOVERNMENT
Contract – SHL US Inc.**

DATE OF LAST REVISION: September 24, 2015 CONTRACT END DATE: August 05, 2018

CONTRACT PERIOD THROUGH AUGUST 05, 2018

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **HUMAN RESOURCE CONSULTING SERVICES, GENERAL
GOVERNMENT**

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 **September 24, 2015**.

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

SD/mm
Attach

Copy to: Office of Procurement Services
Darrien Ellison, Human Resources
Keely Farrow, Human Resources
Andrew Mesquita, Human Resources



CONTRACT PURSUANT TO RFP

SERIAL 14089-2-RFP

This Contract is entered into this First (1) day of September, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and SHL US Inc. a Delaware corporation with offices located at 555 North Point Center East, Suite 600 (6th Floor), Alpharetta, GA 30022, USA ("Contractor") for the purchase of products and services as agreed between the parties under a signed scope of work (the "Scope of Work"), Exhibit B.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the twenty four (24) day of September, 2015 and ending the fifth (5) day of August, 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 two (2) years, (or at the County's sole discretion, extend the contract on a month-to-month basis 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.
- 1.3 When County requests products and/or services from Contractor the parties will enter into a separate Scope of Work in accordance with this Contract and each Scope of Work will incorporate and be governed by the terms of this Contract.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration. 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 within 30 calendar days upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:
 - 3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices 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)
- Contract Item number(s)
- Description of Purchase (product or services)
- Pricing per unit of purchase
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Arrival and completion time (if applicable)
- Total Amount Due

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

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

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

3.3.5 EFT payments to the routing and account numbers designated by the Contractor 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.

3.4 APPLICABLE TAXES:

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

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

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

3.5 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.

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 Scope of Work, or as otherwise directed in writing by the Procurement Officer in accordance with Section 6.12 (Amendments) of this Contract.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

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

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

The amount and type of insurance coverage requirements set forth herein 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.

6.2 INSURANCE.

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of

Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.
- 6.2.8 **Commercial General Liability.**
- Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.
- 6.2.9 **Automobile Liability.**
- Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.
- 6.2.10 **Workers' Compensation.**
- Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than

\$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

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

6.2.11 Errors and Omissions (Professional Liability) Insurance.

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

6.2.12 Certificates of Insurance.

6.2.12.1 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.

6.2.12.2 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.

6.2.12.3 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.

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 WARRANTY OF SERVICES:

6.3.1 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.

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

6.4 REQUIREMENTS CONTRACT:

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. Task orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.4.1 When County requests products and/or services from Contractor the parties will enter into a separate Scope of Work (Task Order) in accordance with this Contract and each Scope of Work will incorporate and be governed by the terms of this Contract.

6.5 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 necessary for the convenience of the County. Where any such suspension, delay or interruption results in costs to the Contractor, Contractor shall be entitled to claim any such reasonable costs from the County or such amounts as may be described in a Scope of Work. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.6 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor, save that any Scope of Work then in force shall remain valid until the expiry of any then current term.

6.7 TERMINATION FOR DEFAULT:

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

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

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

6.7.3 Perform any of the other provisions of this contract.

6.7.4 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.

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

6.9 CONTRACTOR LICENSE REQUIREMENT:

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.

6.10 SUBCONTRACTING:

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

6.10.2 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.

6.10.3 Employees of wholly owned affiliates of Contractor and its parent company are not deemed to be subcontractors for the purpose of this Contract.

6.11 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.

6.12 ADDITIONS/DELETIONS OF SERVICE:

6.12.1 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.

6.12.2 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.

6.13 VALIDITY:

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

6.14 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.

6.15 INTELLECTUAL PROPERTY

6.15.1 Intellectual Property Ownership

County will at all times remain the owner of any property (including Intellectual Property) which County provides to Contractor. Contractor, or its licensors, will at all times remain the sole owner of any pre-existing Intellectual Property in products and/or services as well as any Intellectual Property created or developed in the course of Contractor's performance of the Contract. For the purpose of this Contract, "Intellectual

Property” includes any patent, copyright, design right, registered design, trade mark, service mark, trade name, domain name, algorithms, user interface designs, benchmark data, architecture, know-how, database right, utility model, unregistered design or other industrial or intellectual property rights subsisting throughout the world, whether or not registered and all applications, renewals and extensions of the same.

6.15.2 Ownership of Output

Upon full and final payment of Contractor’s fees, County will acquire ownership of any Output. For the purposes of this Contract, “Output” means any physical reports Contractor produces and provides to County (i) on candidates or (ii) as a result of a consultancy project for County. County may download, make copies, distribute, modify and create derivative works of any Output under this Contract; provided that all underlying Intellectual Property rights in the Output remains the property of Contractor or its licensors. Contractor hereby grants County a non-exclusive, non-transferrable, perpetual license to use the Intellectual Property contained in the Output in accordance with this Contract. Except as expressly stated above, this Contract does not grant the County any rights to, or in any Contractor Intellectual Property.

6.15.3 License Grant

Contractor grants County a non-transferable, non-exclusive license for the duration of this Contract to use the products and/or services solely for County’s internal purposes (provided such internal use is not to directly or indirectly develop competing products and/or services) and only in the applicable territory.

6.15.4 Guidance and Warranty

6.15.5.1 Products and/or services guide County as to the suitability and aptitude of candidates as part of an overall recruitment or development process. The Output represents Contractor’s professional opinions based on information provided to Contractor by, or on behalf of County, its employees and candidates, together with any applicable assessment response(s) and must not be relied upon as statements of fact or as the sole basis for any employment related decisions. Contractor does not recruit or select candidates and is not operating as a recruitment agency, nor is Contractor responsible for the acts or omissions of the County, including but not limited to; (i) County’s selection of Contractor tests without a specific written recommendation from Contractor; and (ii) County’s use of Contractor tests, it’s interpretation of Output or it’s resulting decisions.

6.15.5 County warrants that it will:

6.15.5.2 not copy, reproduce, modify or adapt, translate, disassemble or, reverse engineer, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of product and/or services (as applicable) in any form or media or by any means, except as permitted under this Contract;

6.15.5.3 not cause confusion, deception or false associations with products and/or services that are not products and/or services (including recruitment or other services) whether by preparing reports that are identical with, or confusingly similar to, Output prepared by Contractor, or otherwise;

6.15.5.4 administer the products and/or any services (including any related materials), in compliance with all relevant laws, procedures or guidelines applicable in the territory or otherwise;

6.15.5.5 use the results in accordance with appropriately, professionally, and in an ethical manner, paying due regard to applicable laws, the needs of those involved in the testing process, the reasons for testing, and the broader context in which the testing takes place; and

6.15.5.6 ensure each test administrator has the necessary competencies to carry out the testing process and the knowledge and understanding of the assessment

products and proper assessment test usage that inform and underpin such process.

- 6.15.6 Intellectual Property Indemnity
 - 6.15.5.7 Contractor will defend and indemnify County from and against any third party claim that products and/or services infringe a third party's Intellectual Property, provided that County:
 - 6.15.5.8 notifies Contractor in writing promptly upon receiving notice of a claim, or upon reasonable suspicion of a claim being brought for infringement of any third party's Intellectual Property; and
 - 6.15.5.9 co-operates with Contractor's reasonable requests for the provision of information or other assistance relevant to the claim; and
 - 6.15.5.10 agrees to Contractor's sole control of any defence or settlement; and
 - 6.15.5.11 does not engage in any public statements, discussions, settlement negotiations or make any offer to settle, nor make any admission of guilt or fault, without the express prior consent of Contractor.
 - 6.15.5.12 Subject to the terms of this section, Contractor will either:
 - 6.15.5.12.1 obtain for County the right to continue using such products and/or services; or
 - 6.15.5.12.2 replace or modify the affected products or services so they become non-infringing; or
 - 6.15.5.12.3 refund to County the amount(s) paid for such affected products and/or services.

6.16 LIABILITY

- 6.16.1 Unlimited Liability

Nothing in this Contract will exclude or limit either party's liability for (a) death or personal injury caused by its negligence or (b) for fraud or fraudulent misrepresentation.
- 6.16.2 Consequential and other losses

Neither party will be liable for any of the following losses or damage (whether or not such losses or damage were foreseen, direct, indirect foreseeable, known or otherwise): (i) loss of; profits (whether actual or anticipated); revenue; anticipated savings; business; opportunity; or goodwill; or (ii) any indirect, special or consequential loss or damage howsoever caused. To the extent all or some portion of the exclusion or limitation of liability is not allowed by applicable law, the party's liability is limited to the greatest extent permitted by applicable law.
- 6.16.3 Maximum Liability

Contractor's total aggregate liability arising out of or in connection with the performance or contemplated performance of the Contract (whether for tort (including negligence), breach of Contract, breach of statutory duty or otherwise) will in no event exceed 120% of the price paid or payable by County in the 12 month period immediately before the date of the event giving rise to County's claim.

6.17 DATA:

- 6.17.1 Rights in Data

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

For the purposes of this Contract: (a) "Personal Data" means data which relates to a living individual who can be identified from that data; and (b) "Candidate" means any assessed individual (including a potential or existing employee of County).

County provides Contractor with Candidate Personal Data, including information to contact Candidates (“Candidate Data”). Contractor will then contact the Candidate for the purpose of completing an assessment (“Assessment Data”). Personal Data, which is used to produce a report, is either input by the Candidate or provided by the County. Candidate or the County may provide optional information for the purposes of research (“Optional Data”). The Contractor processes the answers provided by the Candidate and will generate results of the assessment (“Results Data”) and provide the County with an Output, which is the final scored report.

6.17.3 Assessment Validation and Benchmarking

The County authorizes Contractor to use Assessment Data and Results Data for assessment validation and benchmarking purposes. Contractor uses such Assessment Data and Results Data, along with any Optional Data, to ensure that the Contractor psychometric instruments remain fair and objective to prevent unfair discrimination, and to benchmark tests against industry recognized differences for particular groups. Contractor, its affiliates, and its psychologists are bound by ethical guidelines and data protection law in the use of all data. Access to any data used for validation, benchmarking, or research will be restricted to Contractor (or its affiliates) employees directly involved in research supporting Contractor products and services.

6.17.4 Release of Data;

Contractor agrees they will not disclose any information that is identifiable as Maricopa County or any of their employees.

6.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona’s website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person’s age, race, creed, color, religion, sex, disability or national origin.

6.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

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

6.19.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

6.20.2 Where legally required, the County may inspect Contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County 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 this legal compliance are the responsibility of the County.

6.21 INFLUENCE

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

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

6.21.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.21.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

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

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

6.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.23 **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.

6.24 **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 proven damages resulting from breach or deficiencies in performance of the contract.

6.25 **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.

6.26 **INTEGRATION:**

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

6.27 **RELATIONSHIPS:**

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

6.28 **COMPLIANCE WITH LAWS**

Each party will comply with all applicable laws of the countries where it operates, including all securities, anti-corruption, and anti-bribery laws, and with the US Foreign Corrupt Practices Act

and the UK Bribery Act. Any breach of this Section is a material breach of this Contract and any Scope of Work for which no cure period shall apply.

6.29 TRADE SANCTIONS

Contractor's programs, products, services and materials are subject to US sanctions laws and may not be sold or licensed to any party listed on the Specially Designated Nationals List maintained by the U.S. Department of the Treasury ("Restricted Party") or in US sanctioned countries (currently Cuba, Iran, North Korea, Sudan, and Syria) (The most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>). County agrees not to use, transfer, or provide access to the programs, products, services and/ or materials (i) to any Restricted Party or (ii) in (or for the benefit of individuals or entities from) such US sanctioned countries. County confirms that it is not directly or indirectly owned by, controlled by, owning or controlling or named as a Restricted Party. Contractor and its affiliates may not do business with a Restricted Party under US law (The most up-to-date lists can be found at <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> and <http://www.bis.doc.gov/index.php/the-denied-persons-list>). Any breach of this Section is a material breach of this Contract and any Scope of Work for which no cure period shall apply.

6.30 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

6.31 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.

6.32 INCORPORATION OF DOCUMENTS:

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

- 6.32.1 Exhibit A, Pricing;
- 6.32.2 Exhibit B, Scope of Work;
- 6.32.3 Exhibit C, Office of Procurement Services Contractor Travel and Per Diem Policy.

6.33 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:

SHL US Inc.
For the Attention of the SHL Business Manager
555 North Point Center East, Suite 600 (6th Floor), Alpharetta, GA 30022, USA, with a copy to:
SHL Group Limited,
Attention: Head of Legal,
The Pavilion, 1 Atwell Place, Thames Ditton, KT7 0NE, United Kingdom.

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

CONTRACTOR

Tony Anello

AUTHORIZED SIGNATURE

Tony Anello MARKET LEADER-AMS

PRINTED NAME AND TITLE

650 3rd Ave S Suite 1700

ADDRESS

*Minneapolis, MN
55402*

9-22-15

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

**EXHIBIT A
PRICING**

RESPONDENT'S NAME: CEB SHL Talent Measurement
 COUNTY VENDOR NUMBER : 2011006482 0
 ADDRESS: 555 North Point Center East, Alpharetta, GA 30022
 TELEPHONE NUMBER: 602-327-9557
 FACSIMILE NUMBER: 770-642-6115
 WEB SITE: <http://www.cebglobal.com>
 CONTACT (REPRESENTATIVE): Peter Difilippantonio / Sr. Business Development Manager
 REPRESENTATIVE'S E-MAIL ADDRESS: peterd@cebglobal.com

WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT YES
[x]

PAYMENT TERMS. [x] NET 30 DAYS

1.0 PRICING:

Maricopa County Job Evaluation and Competency Study Cost Sheet

I. General County Positions				
Market Range Titles (Job Specifications)	# of Employees	# of Positions	Departments	Job Analysis Cost
Appraiser I; II; III; IV; Supervisor; Manager, Chief Appraiser, Appraiser Asst. Chief	121	140	Assessor	\$63,243.37
Engineer; Associate; Senior (Air Quality, Civil, Chemical, Environmental, Plans, Project Manager)	84	91	Planning, Transportation, Flood, Air Quality, Environmental	\$59,833.87
Social Worker	116	128	CHS, Human Services, Judicial Branch, MCAO, MCSO, PDS, Public Health	\$9,224.36
Counselor	22	31	Judicial Branch, MCSO, Public Health	\$9,224.36
Mental Health Professional	36	38	CHS, Juvenile Probation	\$9,224.36
Mitigation Specialist, Capital Mitigation Specialist	36	38	Public Defender, Legal Defender, Legal Advocate, Juvenile Defender	\$18,448.72
Environmental Specialist	111	125	Environmental Services	\$9,224.36
Total	717	821		\$178,423.40
III. Training and Procedural Resources				
Training and Procedural Resources Costs:				\$9,000.00
IV. Total Costs				
Total Costs:				\$187,423.40

ALL TRAVEL AND PER DIEM* \$44,000.00

TOTAL PROJECT COST \$ 231,423.40

*

At project initiation parties shall collectively agree to resources/dates based on the planning phase. If the County doesn't meet the plan requirements, parties would then re-access and to determine if flexibility exists within the timeline that would not result in an increased cost for travel to the County. If no other options exist, then the County would be responsible for any additional travel costs above \$44,000.00 to the original cap of \$45,200.00.

EXHIBIT B
SCOPE OF WORK HUMAN RESOURCE CONSULTING SERVICES (SHL/CEB)

1.0 INTENT:

To provide Maricopa County with General Government job analyses to make better employment and management decisions, to increase productivity, and to comply with federal and state laws.

A detailed examination of the 1) tasks that make up a job, 2) conditions under which those task are performed, and 3) job requirements in terms of aptitude, attitude, knowledge, skills, abilities and the physical condition of the employee.

The objectives of job analysis include determining the most efficient methods of doing a job to support job classification specification revisions, to determine essential job functions, document physical demands for ADA purposes and other personnel and management functions. Maricopa County envisions a contract to complete job analyses, delineate essential job functions, identify core and leadership competencies, evaluate FLSA status, and revise job class specifications. The following factors were considered to identify the jobs to be studied:

- Jobs using outdated examination instruments
- Jobs with large numbers of incumbents across varying departments
- Jobs representing work performed in a variety of work environments
- Jobs representing work performed in specific, unique work environments
- Jobs with varying physical demands
- Jobs for which recruiting has been challenging
- Jobs with retention/turnover concerns
- Jobs which serve as a benchmark to other positions
- Jobs which require both entry level and promotional assessments

The contractor shall use a formal, consistent and centralized process to identify key competencies that drive business success. The scope and depth with respect to this job analysis proposal is expected to meet the standards of a thorough job analysis.¹

2.0 SCOPE OF SERVICES/DELIVERABLES:

2.1 GENERAL GOVERNMENT RELATED

2.1.1 Conduct job analyses on identified GENERAL GOVERNMENT RELATED positions to produce a sound, well-written, accurate and legally defensible job analysis report and job description for each Market Range Title analyzed. Analyses are to be consistent with best practices related to job descriptions and documentation of essential job tasks, working conditions, physical agility requirements and other appropriate considerations. Analyses must address the following needs:

- 2.1.1.1 Identify essential job tasks, duties, responsibilities, and physical demands to ensure compliance with the ADA.
- 2.1.1.2 Identify secondary non-essential tasks.
- 2.1.1.3 Develop minimum qualifications that reflect the education, experience, knowledge, skills, abilities and competencies necessary to achieve success.
- 2.1.1.4 Document scope of internal and external interactions.
- 2.1.1.5 Document scope of supervisory/management responsibility, if any.
- 2.1.1.6 Document travel requirements, equipment usage and/or general work environment/conditions.
- 2.1.1.7 Document requirements (e.g. statutes) and potential risks involved in each Market Range Title for consideration by the County when screening applicants for criminal record history.

¹All work conducted for this job analysis must be conducted in a manner consistent with the Uniform Guidelines of Employee Selection Procedures.

- 2.1.1.8 Document scope of any job tasks or safety sensitive related duties that may indicate a need or requirement for federal or state drug testing.
- 2.1.1.9 Evaluate exempt/non-exempt status to ensure compliance with the FLSA.
- 2.1.1.10 Document physical agility components for jobs studied in accordance any applicable standards.

I. General County Positions To be reviewed				
Market Range Titles (Job Specifications)	# of Employees	# of Positions	Departments	Job Analysis Cost
Appraiser I; II; III; IV; Supervisor; Manager, Chief Appraiser, Appraiser Asst. Chief	121	140	Assessor	\$63,243.37
Engineer; Associate; Senior (Air Quality, Civil, Chemical, Environmental, Plans, Project Manager)	84	91	Planning, Transportation, Flood, Air Quality, Environmental	\$59,833.87
Social Worker	116	128	CHS, Human Services, Judicial Branch, MCAO, MCSO, PDS, Public Health	\$9,224.36
Counselor	22	31	Judicial Branch, MCSO, Public Health	\$9,224.36
Mental Health Professional	36	38	CHS, Juvenile Probation	\$9,224.36
Mitigation Specialist, Capital Mitigation Specialist	36	38	Public Defender, Legal Defender, Legal Advocate, Juvenile Defender	\$18,448.72
Environmental Specialist	111	125	Environmental Services	\$9,224.36
Total	717	821		\$178,423.40
III. Training and Procedural Resources				
			Training and Procedural Resources Costs:	\$ 9,000.00
IV. Total Costs				
			Total Costs:	\$187,423.40

ALL TRAVEL AND PER DIEM* \$44,000.00

TOTAL PROJECT COST \$231,423.40

*

At project initiation parties shall collectively agree to resources/dates based on the planning phase. If the County doesn't meet the plan requirements, parties would then re-access and to determine if flexibility exists within the timeline that would not result in an increased cost for travel to the County. If no other options exist, then the County would be responsible for any additional travel costs above \$44,000.00 to the original cap of \$45,200.00.

- 2.1.2 Recommend practices for Central Human Resources and County Department staff to conduct future job analyses through effective job specification writing and review process that can be used going forward. Partner with County representatives during full scope of job analyses services, provide shadowing and hands on training opportunities as well as participation in job surveys, observations, etc., and supply procedural manuals, training materials and/or desk aides for both Central Human Resources and/or County Department staff/audiences.

2.2 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report 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.

2.3 ACCEPTANCE:

Upon successful completion of the engagement all documentation shall be completed and approved by the County prior to final payment.

2.4 WORK DETAIL:

CONTRACTOR SHL Talent Measurement understands that the Maricopa County is seeking qualified consultant(s) to conduct a project requested by the Department of Human Resources to analyze approximately 35 job titles across several of Maricopa County's operating departments. The job titles that may be included in the project are a subset of job titles that currently exist in Maricopa County grouped into approximately 6 groupings of different job families (market range titles). There are two primary goals for the job analysis, including (a) updating and creating class specifications for these job titles and (b) determining the knowledge, skills, and abilities (KSAs) and competencies that are important and thus valid for use in employee screening, selection, and placement into these job titles. CEB SHL Talent Measurement will have access to relevant materials and data that have been developed to date on behalf of the County regarding any of the targeted job titles.

Representatives of the Department of Human Resources communicated their intent to review all of the County's jobs with scope of the RFP to help update and upgrade the work force. In order to achieve that board objective and accomplish the activities and deliverables specified in the RFP, CEB SHL Talent Measurement's plan of work provides for comprehensive, rigorous, and detailed job analysis, with emphasis on obtaining and documenting comprehensive, accurate, and up-to date information about the job requirements for positions in scope across Maricopa County's operating departments. CEB SHL Talent Measurement will provide all elements of job analysis research including studying relevant background information; conducting interviews and observations; facilitating focus groups; developing and administering electronic surveys and paper-and-pencil questionnaires to collect job analysis data; and conducting meaningful analyses of those data to determine the critical job tasks and the important knowledge, skills, abilities, and other characteristics (KSAOs) required to perform each job successfully.

In consultation with Maricopa County, CEB SHL Talent Measurement will develop and implement project management plans using best practices to address a variety of human resources needs related to the positions being studied; collect extensive job analysis information using a variety of methods and instruments; analyze large and complex data sets; classify organization-wide job titles and job families and identify career progressions; define minimum qualifications for selection and performance; and identify and recommend appropriate screening criteria and selection methods.

Based on job analysis research, the consultants will make recommendations for employment processes that will seek both to select qualified individuals and to promote diversity and actions free from bias. The timeline for accomplishing the project work encompasses a six month window following the finalization of the contracting process.

CEB SHL Talent Measurement will make recommendations to Maricopa County for the next steps that often follow a large-scale job analysis. Recommendation topics may include, but are not limited to, pre- and post- hire assessment design and deployment, behavioral interviewing training/implementation/support, performance management, workforce analytics, workforce surveys, and numerous areas of performance impact coaching and consulting.

The job analyses will be conducted in accordance with legal and professional guidelines and take into consideration the latest research on job analytic methods in the industrial and organizational psychology Literature.

The primary deliverable for this project is the Job Analysis Technical Report that will document the methodology used, dates and participants, the results and recommendations for next steps. In addition, CONTRACTOR will provide lists for each position of the following:

- Job tasks, duties, responsibilities, and physical demands
- Secondary non-essential tasks
- Minimum qualifications that reflect the education, experience, knowledge, skills, abilities and competencies
- Scope of internal and external interactions
- Scope of supervisory/management responsibility
- Travel requirements, equipment usage, and/or general work environment/conditions Requirements (e.g., statues) and potential risks related to screening for criminal record history Scope of any job tasks or safety-sensitive related duties that may indicate a need or requirement for federal or state drug testing
- Evaluation of exempt/non-exempt status as defined by the FLSA

2.5 Overview of Proposed Plan of Work

2.5.1 Project Initiation and Administration

Meeting with County of Maricopa project oversight personnel to finalize plans for project schedule, deliverables, contacts, and overall implementation strategy. Develop project communication plan to include ongoing interface (meetings and telephone conferences) with County project oversight personnel to provide status updates and monitor project progress, activities, modifications, and deliverables.

2.5.2 Job Analysis

- Review relevant background information about the job titles available from the County.
- Review O*NET data for job titles.
- Conduct review of literature to search for best practices in job titling, minimum requirements, and other relevant human resource procedures.
- Develop Job Analysis Questionnaires (JAQs) for job families and format for administration.
- Develop sampling plan for incumbents to be surveyed in each job title.
- Use the JAQ to collect data on the following as indicated in the scope of Services/Deliverables:
 - tasks, KSAs including physical demands, and competencies
 - essential job duties
 - minimum qualifications
 - scope of supervisor/management responsibilities
 - work/environmental conditions
 - travel requirement, equipment usage
- Analyze JAQ data provided by incumbents

2.5.3 Job Documentation and Classification Specifications

- Prepare/update classification specification documents with descriptive information to include essential job tasks, duties, responsibilities, and physical demands to ensure compliance with the American with Disabilities Act (ADA)
- Identify secondary non-essential tasks
- Document job duties that may require criminal record history and/or federal or state drug testing
- Develop minimum qualifications that reflect the education, experience, knowledge skills, abilities and competencies
- Evaluate exempt/non-exempt status to ensure compliance with the FLSA

- 2.5.4 Job Progressions
 - Recommend potential modifications to job titles or consolidation based on results of analyses
 - Clarify job progressions versus job promotions
- 2.5.5 Job Screening Criteria and Selection Methods
 - Recommended screening criteria and selection methods
 - Identification of relevant employment tests that may be considered for validation
- 2.5.6 Technical Report
 - Document all project activities, results, and recommendations
 - Compliance with applicable statutes, regulatory guidelines, and professional standards
- 2.5.7 Job Analysis

Methodology Discussion

It is expected that the job analysis process will be thorough and the content of the job information accurate.

CONTRACTOR SHL-Talent Measurement Solutions (CEB) will take a systematic, multi-method approach to job analysis involving interviews and observations (when appropriate), focus groups, and Job Analysis Questionnaires (JAQs) to establish the critical tasks performed in each job and the important KSAOs and competencies required to perform those tasks. To expedite the creation of the JAQ and to facilitate comparisons across jobs and recommendations of appropriate testing procedures, two sources of standardized tasks, KSAOs and competencies required to perform those tasks will be used. One approach will use the Department of Labor's O*NET system as the basis for studying job activities, requirements, and cross-job similarities. The second approach uses Universal Competency Framework (UCF) to identify relevant competencies associated with the various jobs included in the study. The UCF also is a tool that will assist in identifying screening criteria and potential selection methods for the jobs analyzed.

As indicated in the RFP, two of the County's goals specifically target updating current job specifications and providing job information to identify assessments/testing processes that are based on current job analysis information and class specifications. It is expected the use by the CONTRACTOR of the O*NET and the UCF will provide a foundation to begin the process of identifying essential job tasks, duties, responsibilities, physical demands, work/ environmental conditions, KSAs and competencies required for successful job performance.

- 2.5.8 Job Titling and Classification

CONTRACTOR will embed information from the O*NET and the UCF to facilitate job comparisons and groupings to identify groups of jobs based on commonalities among them. Such a quantitative approach will be taken to provide an understanding of the general, cross-job structure of County of Maricopa jobs and assist in identifying jobs that are not currently in a career progression but that should be classified similarly based on their similarities.

CONTRACTOR will balance the quantitative approach to establishing class specifications and career progression plans with a qualitative approach, whereby CONTRACTOR, in consultation with Maricopa County will make final grouping decisions based on the full array of relevant information.

Work will include ensuring there is distinction between progressions and promotions, as it bears on a host of human resource issues such as establishing job classifications and instituting appropriate selection methods and procedures.

2.5.9 Selection Testing

While this RFP does not involve the development of employee selection measures, screening criteria, selection methods, and employment tests, the job analysis data are likely to be used as a foundation for future efforts. As such, CEB will ensure analysis reports provide information sufficient to analyze results against assessment content designed to measure the competencies, skills, and fit characteristics required for a broad array of job roles across industries and job levels. CEB will provide recommendations regarding solutions that include assessment content that are most appropriate, predictive and relevant for a particular job, as indicated by CEB's substantial research bank. Recommendations will include consideration of providing Maricopa County with clearly identifiable next steps towards consideration of selection procedures that meet professional and legal standards, as well as administrative ease, safety, costs, reliability, and other concerns for practicality in determining appropriate selection procedures to maximize their utility for the County of Maricopa.

2.6 Project Implementation Plan

The project implementation plan will be designed to ensure thorough and accurate documentation of job duties, capabilities, qualifications, and other requirements that to serve multiple human resources objectives.

2.6.1 Work Step 1: Conduct Project Initiation and Planning

The project initiation meeting will include a number of activities undertaken for the purpose of ensuring efficiency in the execution of the project, including:

- Acquainting consultants with members of the Maricopa County Human Resources and/or other relevant parties and establishing working relationships
- Outlining the project scope, proposed activities, milestones, deliverables, and due dates
- Considering opportunities to schedule and carry out project activities effectively
- Identifying project drivers and barriers and, where possible, developing contingency plans to deal with potential delays or other problems
- Clarifying expectations and requirements regarding the use of subject matter experts
- (SMEs) for interviews and review of relevant information or materials at key milestones of the project
- Discussing and disseminating appropriate communications about the project to individuals who will be involved with, or will be contributing to, one or more of the project activities

This work step serves to increase project awareness, enable more effective client-consultant relationships, and improve the opportunity for successful project outcomes. A Project Oversight Committee will serve as a resource throughout the project activities. and will be composed of persons designated by Maricopa County Human Resources to oversee the project and facilitate the final review of project deliverables.

2.6.2 Work Step 2: Review Existing Job-Related Information and Relevant O*NET Job Titles

CONTRACTOR consultants will review information that is provided by Maricopa County and discussed during project initiation in order to develop and recommend an optimum job documentation strategy to address the County's needs prior to conducting project strategy/planning meetings. The Contractor will consult with Maricopa County to determine the critical elements to include in the job documentation process.

Consultants will review provided job information with respect to currently identified tasks and knowledge, skills, abilities (KSAs) and identified competencies associated with the target jobs.

Job-related information examined will typically include:

- Information specific to a job, such as job descriptions, class specifications, job requisition intake information, job postings or announcements, and existing task, KSA and competency lists
- Compensation plans and classification system information
- Career development information such as training opportunities, certification programs, and existing career path descriptions
- Organization charts
- Database of employees to include job title, tenure, gender, ethnicity, and work location
- Current selection criteria and procedures

CONTRACTOR consultants also will search the O*NET database for job titles similar to those to be studied as the basis for studying job activities, requirements, work conditions, and cross-job similarities.

2.6.3 Work Step 3: Develop Communication Plan

A communication plan will be implemented to keep relevant parties informed as to the project's status and to inform project participants of project activities.

The Communication Plan will include a number of on-site meetings as well as telephone conferences between CONTRACTOR and selected representatives from the Project Oversight Committee, during which CONTRACTOR will update the County on project status and requirements.

2.6.4 Work Step 4. Develop Sampling Plan

It will be necessary to obtain job analysis information from a sample (representative of the incumbent population in the various job titles/families). To develop Job Analysis Questionnaires (JAQs) to be used to collect job relevant information to meet the goals of the project to develop the Sampling Plan, the consultants will use information provided by the County to include name, job title, tenure, gender, race, and location. The consultants will collaborate with the County representatives to develop an appropriate job analysis strategy to include a specific plan for each job specification. The job analysis sample for both the interviews/focus group meetings and the collection of JAQ ratings will be representative of the populations of each job specification and will include members of protected groups as identified by the County. Subject matter experts (SMEs) may include incumbents and/or supervisors.

2.6.5 Work Step 5. Conduct Interviews and Observations

The first step in the job analysis process will be interviews and/or focus groups with SMEs (i.e., job incumbents and/or supervisors). Interviews and/or focus group meetings will be used to systematically collect data on job tasks, KSAs, and competencies as well as information on minimum qualifications, environmental conditions, physical demands, travel requirements, et c. to develop job analysis questionnaires. The consultants will work closely with the County and other internal resources to schedule job analysis meetings that are convenient and minimize any disruption in work schedules. Once scheduled, job analysis interviews and focus groups will be performed in a standardized, structured, and professional manner to ensure the highest standards in data collection. Such a process also will provide participating SMEs with confidence in the data collection process. Moreover, using a standard job analysis protocol will provide consistency in the type of information obtained, and facilitate the combination of information across meetings. The consultants will encourage participants to share all relevant information during job analysis meetings, and will not hesitate to probe if information is unclear or in conflict with information obtained from other sources. When conducting the job analysis, the consultants will treat each participant as a valued client with the goal that participants are made to feel as though they have made a significant contribution to an important project.

2.6.6 Work Step 6. Develop and Administer Job Analysis Questionnaire

Task, KSA, and competency lists identified during the interviews and observation work step will be used to create Job Analysis Questionnaires (JAQs) for collection of data from a representative sample of incumbents across the job specifications. The consultants will work with County representatives to identify an appropriate sampling that takes into account to the extent feasible race, gender, assignment, location, and tenure on the job.

The collection of the job analysis data may be done electronically and involve sending a link to incumbents via email to the JAQ, which can then be administered online.

Job expert raters will be required to provide a number of responses to complete the JAQs:

- First, with regard to the listed minimum qualifications, they will be asked to indicate what qualifications (and, where appropriate, what level) are necessary for performance of the job.
- With regard to the provided knowledge, skills, abilities, and competencies for each job, SMEs will be asked to indicate the importance of the content described in each statement to their job. With regard to the knowledge and skill statements, raters will also indicate whether the content described in each statement is required at job entry. The number of provided statements will vary across jobs/job families.
- Participants will be asked to provide two ratings for each KSAO or competency. First, they will be asked to rate the frequency with which the competency is performed in the target job. Second, they will rate the importance of the competency to overall job performance.

In addition, job raters will be asked to evaluate other characteristics of the job that need to be included in classification specifications or used for selection purposes. These other job components include minimum qualifications and physical demands.

Minimum standards are often the first step in the applicant screening process. Each JAQ will include a list of common minimum qualifications such as education requirements, experience requirements, licensure, certification, working conditions, etc., and allow for additions if necessary.

Raters will also be asked to evaluate the physical demands of certain jobs that require extraordinary physical effort. In such cases, rates will be asked to indicate the frequency with which incumbents must perform certain physical tasks, e.g., standing, sitting, stooping, Lifting, walking, etc.

2.6.7 Work Step 7: Analyze and Review JAQ data

After the job analysis data are collected, the consultants will analyze the data. CONTRACTOR job analysts will review the job analysis data using predetermined standards for identifying critical tasks, KSAs, and competencies for each job. Further, the CONTRACTOR will implement procedures to address potentially inaccurate job analysis information. The following procedures will act as quality control measures:

- If necessary, CONTRACTOR will schedule follow-up telephone interviews with supervisors or managers to review and confirm job content.
- CONTRACTOR will evaluate the JAQ ratings within job titles, and identify job titles for which further investigation is warranted. For example, if ratings appear higher than what might be expected (as, for example, compared to previous job information), it will be important to determine whether the ratings reflect inflation or accurate assessment. When

necessary, telephone interviews with supervisors or managers will be scheduled to collect further information.

- When multiple raters are available, the consistency of their ratings will be examined and may identify a need for follow-up.

2.6.8 Work Step 8: Establish Job Specifications

The comprehensive job analysis information will be used by CONTRACTOR consultants to develop classification specifications in a format approved by the County. Particular attention will be given to editing the language used in the class specifications, so that jobs with similar functions and requirements may be compared. As job specifications are completed for various job titles and job families, they will be submitted to the County for final review and approval. Once the job documentation has been reviewed and revised (as necessary), the job specifications will then be finalized.

During this work step, the CONTRACTOR consultants also will evaluate the current FLSA classification of the job included in the study and determine whether the current job analysis results indicate the need for a change in FLSA classification.

Additionally, those positions in which essential job duties have elements that would require a background check and/or drug testing also will be evaluated. Information collected during the job analysis activities (e.g., interviews, observations, JAQ data analysis, SMEs reviews) will be used to support any recommendations.

2.6.9 Work Step 9: Outline Job/Career Progressions

In order to evaluate the appropriateness of career progressions (and distinguish progressions from promotions in career ladders), the CONTRACTOR will take a multiple-source approach to reviewing hierarchically related job groupings. First, CONTRACTOR will consult with job experts (i.e., supervisors, managers, recruiting, classification and compensation analysts) to identify existing job hierarchies. Second, CONTRACTOR will analyze the competency rating data to examine job family interrelationships both for the job families and within commonly accepted progressions. The quantitative data about similarities and differences among different job titles also will provide a foundation for establishing job title consolidation if warranted. Quantitatively and qualitatively, CONTRACTOR consultants will evaluate the analysis and establish sufficiently homogenous groupings that are general enough to be useful to the County. When evident for some jobs that the qualitative information should override the analytic results, both the information gathered from the job expert input and the expert judgment of CONTRACTOR consultants will be used to inform Maricopa County about such situations.

2.6.10 Work Step 10: Identify and Recommend Screening and Selection Criteria

Based on the KSAOs and the competencies that are found to be critical (i.e., important for overall job performance and required at entry), CONTRACTOR will make recommendations regarding the type of test that is likely to be an effective tool for evaluating a candidate. If requested CONTRACTOR will discuss further the pros and cons of various selection tools assessment formats (online simulations, situational judgment, personality, skills, cognitive ability, bio data, etc.) and provide common criteria for evaluating them (e.g., test validity, reliability, adverse impact, costs, ease of administration, applicant reactions, etc.).

2.6.11 Work Step 11: Prepare Final Technical Report

A technical report will be prepared documenting the methodology used in developing the job descriptions, classification scheme, and all other deliverables including recommendations for future steps. The final report will include all data

and supporting documents generated throughout the project and will be delivered to the County of Maricopa Human Resources upon project completion. A preliminary draft of the final report will be submitted to appropriate personnel for review and comment prior to preparation of the final version. Further, a presentation will be made to discuss the results of the project and to answer questions related to the project activities.

2.6.12 Work Step 12: Teach County Personnel the Process for Conducting a Job Analysis for New Jobs

Once the project is complete, CONTRACTOR will develop procedures that will allow County personnel to analyze new jobs and define their specifications. CONTRACTOR will train appropriate County personnel in the use of these procedures.

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
 - 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.

SHL US INC, 555 N POINTE CENTER EAST SUITE 600, ALPHARETTA, GA 30022

PRICING SHEET: 91866

Terms:	NET 30
Vendor Number:	2011006482 0
Telephone Number:	602/327-9557
Contact Person:	Peter Difilippantonio
E-mail Address:	PeterD@cebglobal.com
Certificates of Insurance	Required
Contract Period:	To cover the period ending August 05, 2018.