

**SERIAL 14089-2 RFP**

**HUMAN RESOURCE CONSULTING SERVICES  
Contract - Fields Consulting Group**

**DATE OF LAST REVISION: August 06, 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**

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 **August 06, 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  
Andy Mesquita, Human Resources



## CONTRACT PURSUANT TO RFP

**SERIAL 14089-2-RFP**

This Contract is entered into this sixth (6<sup>th</sup>) day of August, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Fields Consulting Group, Inc. a Virginia corporation ("Contractor") for the purchase of Human Resources Consulting Services (Job Analysis).

### 1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the sixth (6<sup>th</sup>) day of August 2015 and ending the fifth (5<sup>th</sup>) 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 bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

### 2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract 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 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 Exhibit "B", or as otherwise directed in writing by the Procurement Officer.
- 5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

**6.0 TERMS and CONDITIONS:**

**6.1 INDEMNIFICATION:**

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

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

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

Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of the negligent performance of this Agreement, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

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 **INSPECTION OF SERVICES:**

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work

performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

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

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

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

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

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

6.4.3.2 Terminate the Contract for default.

6.5 **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. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.6 **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.

6.7 **UNCONDITIONAL TERMINATION FOR CONVENIENCE:**

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

6.8 **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:

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

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

6.8.3 Perform any of the other provisions of this contract.

6.8.4 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.

6.9 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.

6.10 CONTRACTOR LICENSE REQUIREMENT:

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

6.11 SUBCONTRACTING:

6.11.1 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.

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

6.12 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.

6.13 ADDITIONS/DELETIONS OF SERVICE:

6.13.1 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.

6.13.2 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.

6.14 **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.

6.15 **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.

6.16 **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 **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.

6.18 **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

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

6.18.1.3 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

6.18.1.4 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.

6.18.2 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.

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

6.19.1 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.

6.19.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.19 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.20 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:

6.20.1 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,

6.20.2 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.

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

6.21.1 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.

6.21.2 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.

6.21.3 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.

6.22 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.

6.23 OFFSET FOR DAMAGES;

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

6.24 PUBLIC RECORDS:

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

6.25 PRICES:

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

6.26 INTEGRATION:

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

6.27 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to

create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.28 GOVERNING LAW:

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

6.29 ORDER OF PRECEDENCE:

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

6.30 INCORPORATION OF DOCUMENTS:

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

6.30.1 Exhibit A, Pricing;

6.30.2 Exhibit B, Scope of Work;

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

NOTICES:

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

For County:

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

For Contractor:

Fields Consulting Group, Inc.  
ATTN: Dr. Cassi L. Fields, CEO  
6861 ELM STREET, SUITE 4C  
McLean, VA. 22101

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

**CONTRACTOR**

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

Dr. Cassi L. Fields, CEO  
6861 ELM STREET, SUITE 4C  
McLean, VA. 22101

\_\_\_\_\_  
DATE

**MARICOPA COUNTY**

\_\_\_\_\_  
WESLEY BAYSINGER  
CHIEF PROCUREMENT OFFICER,  
OFFICE OF PROCUREMENT SERVICES

\_\_\_\_\_  
DATE

**ATTESTED:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
DATE

**EXHIBIT A  
PRICING**

SERIAL 14089-2  
 NIGP CODE: 91866  
 RESPONDENT'S NAME: Fields Consulting Group, Inc.  
 COUNTY VENDOR NUMBER :  
 ADDRESS: 6861 Elm Street, Suite 4C  
 McLean, VA 22101  
 TELEPHONE NUMBER: 703-506-9400  
 WEB SITE: [www.fcgtesting.com](http://www.fcgtesting.com)  
 CONTACT (REPRESENTATIVE): Cassi Fields  
 REPRESENTATIVE'S E-MAIL ADDRESS: [cassi.fields@fcgtesting.com](mailto:cassi.fields@fcgtesting.com)

PAYMENT TERMS.  
 NET 30 DAYS

**1.0 PRICING:**

Maricopa County Job Evaluation and Competency Study Cost Sheet Market Range Titles for Analysis Study of MRTs May Occur Simultaneously or Phased as Determined by Maricopa County Based on Availability of Resources					
	Market Range Titles (Job Specification)	# of Employees	# of Positions	Departments	Cost
1.1	Detention Officer; Sergeant; Lieutenant; Captain	2,069	2,268	MCSO	\$55,000.00
1.2	Law Enforcement Officer – Trainee; Officer; Sergeant; Lieutenant; Captain	722	773	MCSO	\$45,000.00
1.3	Protective Services Officer	58	63	Protective Services	\$11,000.00
1.4	Medicolegal Death Investigator	25	31	MCSO, Medical Examiner	\$11,000.00
1.5	Emergency Dispatcher/Operator	38	57	MCSO	\$11,000.00
1.6	Justice System Clerk; Associate; Clerk; Senior; Lead	1,162	1,294	Clerk of Court, Courts, MCAO, MCSO, PDS	\$20,000.00
1.7	Courtroom Clerk and Lead; Judicial Assistant and Lead	381	404	Clerk, Superior Court	\$15,000.00
	<b>Total</b>	<b>4,455</b>	<b>4,890</b>		<b>\$168,000.00</b>
2.0	<b>Training and Procedural Resources Costs:</b>				<b>\$5,000.00</b>
3.0	<b>Total Costs:</b>				<b>\$173,000.00</b>
4.0	ALL TRAVEL AND PER DIEM				\$30,000.00
5.0	TOTAL PROJECT COST				\$203,000.00

**EXHIBIT B, (LAW ENFORCEMENT)**

**SCOPE OF WORK HUMAN RESOURCE CONSULTING SERVICES (Fields)**

1.0 INTENT:

To provide Maricopa County with human resources consulting job analyses related services to make better employment and management decisions, to increase productivity, and to comply with federal and state laws.

Job analyses are detailed examinations 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.<sup>1</sup>

2.0 SCOPE OF SERVICES/DELIVERABLES:

2.1 LAW ENFORCEMENT RELATED

2.1.1 Conduct job analyses on identified law enforcement related positions to produce sound, well-written, accurate and legally defensible job analyses, reports and job descriptions 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.

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

- 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.
- 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.
- 2.1.1.11 Evaluate KSAO linkages to document dimensions and weights necessary to develop and/or purchase future employment exams.

<b>Market Range Titles (Job Specification)</b>	<b># of Employees</b>	<b># of Positions</b>	<b>Departments</b>
<b>Detention Officer; Sergeant; Lieutenant; Captain</b>	<b>2,069</b>	<b>2,268</b>	<b>MCSO</b>
<b>Law Enforcement Officer – Trainee; Officer; Sergeant; Lieutenant; Captain</b>	<b>722</b>	<b>773</b>	<b>MCSO</b>
<b>Protective Services Officer</b>	<b>58</b>	<b>63</b>	<b>Protective Services</b>
<b>Medicolegal Death Investigator</b>	<b>25</b>	<b>31</b>	<b>MCSO, Medical Examiner</b>
<b>Emergency Dispatcher/Operator</b>	<b>38</b>	<b>57</b>	<b>MCSO</b>
<b>Justice System Clerk; Associate; Clerk; Senior; Lead</b>	<b>1,162</b>	<b>1,294</b>	<b>Clerk of Court, Courts, MCAO, MCSO, PDS</b>
<b>Courtroom Clerk and Lead; Judicial Assistant and Lead</b>	<b>381</b>	<b>404</b>	<b>Clerk, Superior Court</b>
<b>Total</b>	<b>4,455</b>	<b>4,890</b>	

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:

2.4.1 **Introduction**

Fields will conduct a job analysis of each of the listed law enforcement related positions so that they are consistent with all pertinent professional and legal guidelines and compliance with CALEA and Uniform Guidelines requirements. The objective of these job analyses will be to determine the most efficient way to do a job; this will support job classification specification revisions, determine essential job functions and position the County to update examination processes. The outcome will allow the County to make better employment and management decisions, increase productivity and comply with federal and state laws.

2.4.2 **Project Kickoff Meeting and First Steps**

Immediately after contract award, Fields staff will request to review all available job-related documentation for each position to be analyzed, including any existing job analyses and job descriptions, performance review standards, and any other relevant documentation that will provide us a with a background about the positions. The Fields project team will gain an understanding of the positions and then have a strong base of knowledge to begin preparing the project work and develop initial tasks and KSAO lists for the positions. At the conclusion of the job analyses, Fields will return all County documents.

Dr. Fields will conduct an initial kickoff meeting with key stakeholders from the County. Fields will conduct this meeting in Maricopa County in order to begin building a strong rapport between all parties. This kickoff meeting is an opportunity for Fields to learn and discuss Maricopa County's mission and values. It also allows Fields to introduce staff to Maricopa and vice-versa. In addition, this visit will allow Fields to work through key project issues related to the contract, such as identifying and compiling the relevant job documentation to review, discussing the job analysis process, forming subject matter expert committees, identifying project managers and liaisons, working through the project timeline to ensure the timeliness of the project, establishing the most efficient methods for communication, and discussing methods to deal with any unexpected issues that may arise.

2.4.3 **Project Communication Plan**

In order to communicate efficiently throughout the process, Fields will assign a Project Manager. The Project Manager will be the main point of contact for Maricopa County personnel. A close working relationship between Fields and Maricopa County is crucial to project success. Fields is headquartered in the Washington DC area. This makes for an easy flight to Phoenix for various in-person meetings such as the kickoff meeting, test development meetings and test administrations. For other questions and consultations that do not require formal meetings, project personnel will be readily available via multiple alternate methods such as telephone, email and web-based videoconferencing (WebEx).

Due to the potential for numerous stakeholders, questions are bound to come up often throughout the process. Fields will have a large experienced staff assigned to this project that will have answers at their fingertips in most cases. However, in the event that a staff member does not have the immediate answer, he/she will direct the communications to the appropriate person in a timely manner.

Calls to Fields Office in Virginia are answered and immediately directed to the intended recipient when that person is available. If the recipient is not available, alternate means of contact are offered and/or a message is immediately sent to the person. To satisfy customer service goals, Fields personnel all utilize individual cell phones, email, and text messaging in addition to the main office number. It is Fields' standard practice to return calls within 24 hours; however, Fields most often beats that goal and will do so within a few hours or by the end of that same day.

Although Fields has been conducting human capital processes for well over twenty years, each one is unique. Fields will ensure a continuous flow of communication to everyone involved in the project that ties together each individual project benchmark and corresponding decisions.

**2.4.4 Sampling Plan**

One of the most important parts of this project will be to determine a sampling plan for Fields' job analysis interviews, observations and surveys. Interviews and observation of 5% of the incumbents at each rank (this may be a larger percentage if the incumbent population is very small, e.g., 10 or fewer) and surveys between 60% and 100% of the job incumbents at each rank will ensure sampling of a sufficient number of non-minorities, minorities and females. A joint review of incumbent data will allow for appropriate planning.

**2.4.5 Internal Subject Matter Experts (SMEs) and Focus Groups**

Subject matter expert (SME) oversight will be required to assist with the job analysis for each of the target positions. The Maricopa County project liaison(s) will provide a diverse panel of trusted SMEs who represent the workforce in terms of race, gender and job activities. The plan will likely include clustering the positions and utilizing a separate multiperson SME panel for each of the clusters. For example, the positions of Law Enforcement Trainee and Officer (non-supervisory positions) may be clustered, and the positions of Sergeant, Lieutenant and Captain (supervisory/ management positions) may be clustered. The data for the positions in the non-supervisory cluster will be evaluated by one SME panel, and the supervisory cluster by another SME panel.

Each participating SME must be extremely knowledgeable of the tasks and knowledge, skills, abilities, and other characteristics (KSAOs) currently performed by the target positions they are assisting us with Maricopa County will provide at least one HR classification/pay specialist, recruiting specialist, senior law enforcement official familiar with the hiring and promotion process, and other County representative who have thorough knowledge of the target positions to participate in SME meetings.

Fields methodology will include reviewing specific aspects of Maricopa County with the SMEs. For example, learning the terminology, structure and geography of the Maricopa County Sheriff's Office, Protective Services Division, and Medical Examiner's Office (e.g., beat, district, zone, squad, shift, all internal position titles, departments/divisions, etc.) to ensure Fields understands Maricopa County operations. Fields will incorporate this knowledge and terminology into each specific job analysis and classification to make them highly relevant.

**2.4.6 Conduct Job Analysis**

Fields will conduct a complete job analysis for law enforcement related positions identified herein. In each analysis, Fields will identify the following.

**2.4.7 Critical and Non-critical Tasks**

A task is considered critical (aka essential) when target position incumbents and their supervisors agree that the job cannot be successfully performed without this task. It is also considered critical if the act of performing it incorrectly results in undesirable or dire consequences. Each task identified will be analyzed for its level of criticality. All tasks that are not rated as non-critical will be listed as secondary non-essential tasks.

**2.4.8 Essential Job Duties**

Each critical task will be grouped according to similarity into Essential Job Duties. The Essential Job Duties will clearly identify the major responsibilities of the target positions and provide a clear organization of the critical job tasks.

**2.4.9 Task Frequency**

Tasks will be analyzed for frequency of performance. Although task frequency does not directly impact task criticality (i.e., just because a task is performed rarely does not mean the task is not critical), it provides important information about each task.

**2.4.10 Prerequisite Job KSAOs**

In this step, all knowledge, skills, abilities (cognitive and physical) and other characteristics (KSAOs ) necessary to successfully perform the job duties and tasks will be identified. KSAOs will be evaluated for their importance, when needed, distinguishing value, and memorization requirements. A KSAO is important if the critical tasks cannot be performed successfully without it. A KSAO must be needed on the first day of selection into a position in order for it to be tested in a selection examination. If it is formally trained or acquired by a person after they are selected into a position, it must be excluded from the examination. KSAOs will also be evaluated for their distinguishing value. This identifies the degree to which the KSAO distinguishes between high and low performers. This information assists in determining which KSAOs to measure in the examination. Knowledge areas will also be evaluated for the degree to which they must be memorized. Knowledge areas that require rote memorization may be evaluated in a testing program in closed-book format. Those that can be looked up when needed must be tested in an open-book format.

**2.4.11 Minimum Qualifications**

During the job analysis, Fields will work with the SMEs and job incumbents to verify or modify the education, experience and KSAOs necessary to apply for the target position.

**2.4.12 Internal and External Interactions**

During the task portion of the job analysis (task analysis), Fields will clearly identify the scope of internal and external interactions.

**2.4.13 Supervisory and Management Responsibilities**

During the task analysis, Fields will clearly identify the scope of supervisory and management responsibilities, if any.

**2.4.14 Work Environment/Conditions**

During the task analysis, Fields will clearly identify the setting in which the tasks are performed to include the travel requirements (if any), equipment usage, and other general work environment/conditions.

**2.4.15 Position Risk Analysis**

During the job analysis, Fields will clearly identify and document, statutory and background requirements for each position analyzed and the components needed for a background investigation, if any. This will include the need for drug screening.

**2.4.16 Evaluate Laws and Statutes (FLSA, ADA, FMLA, Military Needs, Other Civil Rights Laws) that Impact Each Target Position**

During the job analysis, Fields will clearly identify the requirements for each position with regard to applicable laws such as the FLSA and the ADA, along with leave/absenteeism/sick policies.

**2.4.17 Document Physical Agility Requirements**

As part of the KSAO analysis, Fields will clearly identify the physical agility requirements for each position, except for two entry level positions. Fields will use the work and report of Maricopa's previously contracted physiologists to ensure the comprehensiveness of this part of the analysis. It is recognized the scope of documenting physical readiness for Detention Officer and Law Enforcement Officer may likely be reduced as Maricopa County will provide for use of Field information from a recent transportability study conducted on behalf of the Sheriff's Office.

**2.4.18 Reporting**

At the conclusion of the job analyses, Fields will submit a written job analysis report to the Human Resources Director or his/her designee. It is understood that the Job Analysis data and report shall become the property of Maricopa County. The job analysis report will follow the Uniform Guidelines on Employee Selection Procedures and will provide Field's recommendations for Maricopa County to pursue as next steps in using job analysis results to develop and/or implement appropriate selection and testing procedures.

**2.4.19 Job Analysis Steps**

The first step in conducting a job analysis will identify the incumbent(s) and their supervisors so that Fields and Maricopa County can decide upon a reasonable and representative sample to interview and/or survey. On a case-by-case basis, Fields and Maricopa County will decide if a job analysis survey is needed for each particular position. Decisions will be based upon statistics. If there are too few incumbents, a survey may not add meaningful information and it may not be efficient.

Fields' job analysis will be conducted in six steps for each target position:

- 1) Review relevant documentation.
- 2) Interview incumbents in each position and their supervisors. This task may be modified if there are very few incumbents to interviews that include the incumbents and perhaps his/her supervisor or managers.
- 3) Develop a comprehensive list of tasks, duties, and KSAOs for each position.
- 4) Develop and administer on-line job analysis surveys (again, this will be modified if the target job contains too few incumbents; Fields and Maricopa County will make this decision on a case-by-case basis.
- 5) Analyze the survey data to determine important job duties, critical tasks, task frequency, and the importance, distinguishing value, time needed, and memorization needed for each KSAO.
- 6) Final SME Review to link the important KSAOs to the critical job tasks to assist in identifying the relative importance of the KSAOs.

**2.4.20 Review relevant documentation**

After contract award Maricopa County will provide Fields with all available job-related documentation for each target position for review, including the existing class specifications and job descriptions, as well as other relevant documentation about each position including but not limited to the existing job descriptions, performance standards, training materials, General Orders, State Statutes, etc. The Fields project team will carefully read and review all written documentation relevant to the target ranks to gain an understanding of procedures, and to develop initial task and KSAO lists for each rank. At the conclusion of the job analysis, Fields will return all of the Maricopa County job-related documents that were used for the analyses.

**2.4.21 Interview job incumbents in each target position**

Fields staff members will use a customized interview protocol to interview a sample of job incumbents at each rank to gain as much information about the specifics of the departments, the ranks, the minimum job qualifications, supervisory and management responsibilities, internal/external interactions and all of the other information described earlier. Fields staff members will use incumbents' input to modify the initial duties, tasks and KSAO lists as necessary.

Using pre-written, standardized interview protocols, Fields' staff members will interview the SME panels to include the subject matter experts, HR Personnel and senior law enforcement officials to cull out the leave issues, FLSA, ADA, Military Issues, other relevant statutes, background investigative data needed, drug testing requirements, other risk factors, etc.

2.4.22 **Develop a comprehensive list of duties, tasks, and KSAOs for each target position**

All data obtained to this point will be compiled into three separate lists (duty, task and KSAO lists). It is expected that all personnel at one rank may have a set of core tasks and KSAOs (e.g., Detention Officer, Law Enforcement Sergeant, and Emergency Dispatcher). Therefore a “core” set of task and KSAO lists will be created to which the unique tasks and KSAOs to each specialty position are identified and added.

2.4.23 **Administer job analysis surveys to incumbents**

Each job incumbent in the target rank will be asked to complete an online job analysis survey. Each survey will list all of the job duties, tasks and KSAOs identified for the target positions. Survey respondents will be asked to indicate duty importance, task importance, task frequency, and KSAO importance, distinguishing value, time of training, and need for memorization. Fields and Maricopa County will work closely to ensure the majority of incumbents and supervisors submit a completed survey.

The job analysis survey can be rather long. Fields will utilize strategies to break the job analysis survey into manageable parts that respondents can take within about one hour. In addition, the survey will be designed so for each part incumbents can save their work and take a break, and then return to the survey to continue taking it.

2.4.24 **Analyze the survey data**

The survey data will be analyzed to determine the critical job duties and tasks, task frequency, and important KSAOs, when KSAOs are trained, their distinguishing value and need for memorization. Descriptive statistics will be computed including sample size, subgroup participant sizes (by assignment, rank, gender, race, etc.), response frequency distributions, means, standard deviations, and agreement (correlations).

2.4.25 **Final SME Review and Linkage**

At the conclusion of the data collection stage, subject matter experts assigned to each cluster of positions will be expected to review the job data collected and analyzed from the survey. As the County anticipates developing content valid tests for several of these positions, the SMEs will link the KSAOs to the critical tasks to determine the relative importance of each KSAO. The need for linkage will be decided between Maricopa County and Fields on a case-by-case basis since linkage is a lengthy task.

2.4.26 **Job Descriptions**

Fields will conduct each job analysis in such a way as to produce a sound and legally defensible job description for each Market Range Title analyzed. Best practices related to job descriptions and documentation of essential job tasks, work conditions, physical agility requirements, and other appropriate considerations will be used. All job descriptions will include the following:

- The essential job tasks, duties, responsibilities, and physical demands to ensure compliance with the ADA;
- Secondary non-essential tasks (although this may be left off the job description if the job description becomes too lengthy);
- Minimum qualifications that reflect the education, experience, knowledge, skills, abilities, and competencies necessary to achieve success;
- The scope of internal and external interactions;
- The scope of supervisory/management responsibility, if any;
- Travel requirements, equipment usage and/or general work environment/conditions;
- Exempt/non-exempt status under FLSA; and
- Physical agility requirements (included as part of the KSAO analysis).

#### 2.4.27 **Job Analysis Report**

Fields will submit a final Job Analysis Report to the Human Resources Director, consistent with all professional and legal standards. The report will contain a detailed explanation of the job analysis process, all associated data, dimensions and weights necessary to develop and/or purchase future employment exams and Fields recommendations for use of job analysis results in Maricopa County's next steps towards implementing valid selection and testing procedures.

Fields will furnish a bound technical report (specific content to be finalized after the award of the contract in consultation with Maricopa County). The report will document the procedures used to conduct the job analyses and the resultant task and KSAO lists and linkages, along with job descriptions, dimensions and weights necessary to develop and/or purchase future employment exams, recommendations for creating or implementing valid selection and testing procedures, and any other data as requested by Maricopa County. Reports for Market Range Titles analyzed will be received by the Human Resources Director or his/her designee within thirty (30) calendar days after the final process has been administered for that MRT. The report will detail all aspects of the job analysis process, including statistics and analyses as well as:

- Job analysis methodology, including:
  - a description of the procedures used to conduct the job analysis
  - a description of the criticality/importance of certain job behaviors
  - a basis for determining the criticality of job behaviors
  - a description of the important and required at entry KSAOs
- Job analyses development activities, including:
  - methodologies, demographics of personnel involved, meeting locations, and dates
- Description of results to include:
  - Determination of critical job duties, tasks, task frequency, important KSAOs, when KSAOs are needed, memorization requirements and distinguishing value.
  - Computation of descriptive statistics
  - Sample size
  - Sub-group participant sizes
  - Response frequency distributions
  - Means
  - Standard deviations
  - Agreement (correlations)
- Recommendations to include:
  - Recommendations/Pertinent Information for future job analyses
  - Recommendations and suggested next steps for use of job analyses information
  - Recommendations for appropriate and valid selection and testing instruments and processes
- Job description(s) that encompasses the following:
  - Essential job tasks, duties, responsibilities, and physical demands
  - Secondary non-essential tasks
  - Minimum qualifications that reflect the education, experience, knowledge, skills, abilities and competencies necessary to achieve success
  - Scope of internal and external interactions
  - Scope of supervisory/management responsibility, if any
  - Travel requirements, equipment usage and/or general work environment/conditions

- Evaluation of exempt/non-exempt status to ensure compliance with FLSA
- Valid dimensions and weights necessary to:
  - Develop future promotional exams
  - Procure a pre-employment exam(s)

2.4.28 **Materials**

Fields will perform all photocopying and will administer all computer surveys.

2.4.29 **County Facilities for the Project**

Maricopa County anticipates providing Fields the following resources:

1. Conference rooms for interviews;
2. Job incumbents for interviews;
3. Subject Matter Expert Panels;
4. Computers for surveys (there does not have to be a large number of computers at any one time, respondents can take surveys individually and on their own time);
5. Pre-job analysis documents for review.

2.4.30 **Project Management Schedule and Meetings**

Project deadlines will be set consistent with Maricopa County and Fields expectations and needs following consultation between the parties. Market Range Titles may be studied simultaneously or in staged phases as agreed upon by Maricopa County and Fields. A plan for job data collection based upon the number of incumbents in each MRT and at each rank will be finalized by Maricopa County and Field following consultation with impacted departments.

2.4.31 **Project Implementation Plan**

Job Analysis Interviews, Observations and Surveys

Plans to conduct interviews and observations with incumbents in all target positions will be discussed upon award of the contract. Maricopa County expects Fields to conduct job analysis surveys with incumbents in all positions to be studied unless the positions do not have sufficient personnel in the job to conduct statistically relevant surveys. For those positions that do not have sufficient personnel, a table top job analysis (interviews/observations) will suffice.

The incumbent job analysis surveys will ask respondents to evaluate job duties, tasks and KSAOs. Incumbents will be asked about internal/external interactions, physical abilities, work requirements (travel, equipment, setting) and supervisor/management responsibilities. Surveys will be down into manageable components for the respondents.

Task-KSAO Linkage Surveys

After the collection of job analysis data from each target position, a final meeting(s) will be held with each SME panel to review the job analysis results. SME panels will be asked to complete a task-KSAO linkage survey to further prioritize the KSAOs. The task-KSAO linkage surveys are a required to validate exams. Task-KSAO linkage surveys will be limited to positions that will require validated exams.

Job Description and Related Surveys

Job Description Surveys will be used to collect data from SME panels (subject matter experts, HR personnel, legal personnel, senior law enforcement personnel) including:

- Minimum qualifications for each position

- Score of safety-sensitive job duties and the specific requirements for background investigations. If required, Fields will collect data from similar jurisdictions in order to compare the type of background data they collect and how
- Evaluate exempt/non-exempt status to ensure compliance with FLSA
- Review other laws and state statutes that may impact the requirements for each target position
- Review the draft/final job descriptions
- Discuss/create a plan for future performance evaluations, selection programs and related using the job data

Future Job Analysis Protocols

Fields will design interview protocols for Maricopa County Human Resources and other County staff so future job analysis updates may be conducted internally. Fields will partner with County representatives during the contract period and allow hands on training opportunities as well as participation in job surveys, observations, and training aids. In addition, Fields will create a short manual that describes the step-by-step procedures for collecting job data and verifying it.

**2.4.32 Schedule of Deliverables**

Fields will be prepared to begin work on the job analysis processes immediately upon award of the contract and any applicable notice to proceed. All requested job analyses will be completed within six months of beginning the analyses for the specific Market Range Title being studied.

<b>TENTATIVE SCHEDULE OF DELIVERABLES FOR MARICOPA COUNTY HUMAN RESOURCES CONSULTING SERVICES</b>	
<b>Deliverable</b>	<b>Timing</b>
Conduct a kickoff meeting to introduce stakeholders and discuss relevant testing issues and timelines	Within two weeks of contract award
Conduct interviews and observations for positions/MRTs identified herein	Within 120 days of kickoff of start of specific MRT being studied
Draft Job Descriptions for positions/MRTs identified herein	Within 120 days of start of specific MRT being studied
Conduct job analysis surveys for the law enforcement positions with sufficient staffing	Receive respondent data within 160 days of start of specific MRT being studied
Analyze Job Analysis Survey Data	Within 180 days of start of specific MRT being studied
Form SME panels for clusters of positions, estimating 8 panels. Conduct analysis and job description reviews with each SME panel	Between 160 – 180 days of start of specific MRT being studied
Conduct Task-KSAO linkage surveys with SME panels	Between 180 days and 240 days of start of specific MRT being studied
Finalize job duties, tasks and KSAO lists and job descriptions	By 270 days after start of specific MRT being studied
Complete and submit a technical report establishing the validity of all the job analyses and providing recommendations for next steps	Within 30 days of final approval by the County of the job analysis data and job descriptions.

\*9 months from beginning to end

**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.

**FIELDS CONSULTING GROUP, INC., 6861 ELM STREET SUITE 4C, MCLEAN, VA. 22101**

PRICING SHEET: 91866

Terms:	NET 30
Vendor Number:	2011006335 0
Telephone Number:	703/506-9400
Contact Person:	Cassi L. Fields
E-mail Address:	<a href="mailto:cassi.fields@fcgtesting.com">cassi.fields@fcgtesting.com</a>
Certificates of Insurance	Required
Contract Period:	To cover the period ending <b>August 05, 2018.</b>