



BOARD OF SUPERVISORS AGENDA ITEM REPORT
AWARDS / CONTRACTS / GRANTS

Award Contract Grant

Requested Board Meeting Date: 06/07/2022

* = Mandatory, information must be provided

or Procurement Director Award:

***Contractor/Vendor Name/Grantor (DBA):**

CBIZ Benefit & Insurance Services Inc. dba CBIZ Talent and Compensation Solutions (Headquarters: Kansas City, MO)

***Project Title/Description:**

Classification and Compensation Study

***Purpose:**

AWARD: Master Agreement No. MA-PO-22-187. This Master Agreement is for an initial term of one (1) year in the annual award amount of \$383,000.00 and includes four (4) one-year renewal options. Administering Department: Human Resources.

***Procurement Method:**

Pursuant to Pima County Procurement Code 11.12.020, Competitive sealed proposals, Solicitation No. RFP-PO-2200019 was conducted. Two (2) responses were received. Two (2) responses were received and met the minimum score required to be elevated to demonstration or to be considered for award. Award is to the responsive and responsible respondent submitting the highest scoring proposal.

PRCUID: 440604

Attachments: Notice of Recommendation for Award and Professional Services Contract.

***Program Goals/Predicted Outcomes:**

Upon completion of this project, Human Resources will make recommendations to the Board of Supervisors for approval for changes to our current classification and compensation structures, with the goal of establishing a modern, efficient and equitable system for determining what jobs are required by the County and the appropriate wages required to adequately compensate employees.

***Public Benefit:**

Improved processes in place to manage employment for County will result in better services provided to the community.

***Metrics Available to Measure Performance:**

Milestones and timelines to measure project progress and the performance of the vendor are built into the four phases of this project.

***Retroactive:**

No.

TO: COB 6/01/2022

Pgs: 17

Vers: 1

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (*) fields

Contract / Award Information

Document Type: MA Department Code: PO Contract Number (i.e., 15-123): 22-187
Commencement Date: 06/07/2022 Termination Date: 06/06/2023 Prior Contract Number (Synergen/CMS):
Expense Amount \$ 383,000.00 * Revenue Amount: \$

*Funding Source(s) required: General Fund

Funding from General Fund? Yes No If Yes \$ % 100.00
Contract is fully or partially funded with Federal Funds? Yes No
If Yes, is the Contract to a vendor or subrecipient?
Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.
Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: Department Code: Contract Number (i.e., 15-123):
Amendment No.: AMS Version No.:
Commencement Date: New Termination Date:
Prior Contract No. (Synergen/CMS):
Expense Revenue Increase Decrease
Amount This Amendment: \$
Is there revenue included? Yes No If Yes \$
*Funding Source(s) required:
Funding from General Fund? Yes No If Yes \$ %

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: Department Code: Grant Number (i.e., 15-123):
Commencement Date: Termination Date: Amendment Number:
Match Amount: \$ Revenue Amount: \$
*All Funding Source(s) required:
*Match funding from General Fund? Yes No If Yes \$ %
*Match funding from other sources? Yes No If Yes \$ %
*Funding Source:

*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?

Contact: Procurement Officer: Stephen M. Romero Digitally signed by Stephen M. Romero Date: 2022.06.01 05:50:57 -07'00' Division Manager: Ana Wilber Digitally signed by Ana Wilber Date: 2022.06.01 07:05:29 -07'00'
Department: Procurement Director: Terri Spencer Digitally signed by Terri Spencer Date: 2022.06.01 09:49:32 -07'00' Telephone: 724-3736
Department Director Signature: Cathy Bohland Digitally signed by Cathy Bohland Date: 2022.06.01 11:17:27 -07'00' Date:
Deputy County Administrator Signature: Date:
County Administrator Signature: Date: 6/11/2022



NOTICE OF RECOMMENDATION FOR AWARD

Date of Issue: June 1, 2022

The Procurement Department hereby issues formal notice to respondents to Solicitation No. RFP-PO-2200019 for Classification and Compensation Study that the following listed respondent will be recommended for award as indicated below. The award action is scheduled to be performed by the Board of Supervisors on or after June 7, 2022.

Award is recommended to the highest scoring proposal.

<u>AWARDEE NAME</u>	<u>ANNUAL AWARD AMOUNT</u>
CBIZ Benefit & Insurance Services, Inc. dba CBIZ Talent and Compensation Solutions	\$383,000.00

OTHER RESPONDENT NAMES
The Segal Company (Western Sates) Inc.
dba Segal

Issued by: Maricruz Lopez, Procurement Officer

Telephone Number: 520-724-3736

This notice is in compliance with Pima County Procurement Code §11.12.020(C) and §11.20.010(C).

Copy to: Pima County SBE via e-mail at SBE@pima.gov.

Pima County Department of Human Resources

Project: Classification and Compensation Study

Contractor: CBIZ Benefits & Insurance Services, Inc.
dba CBIZ Talent and Compensation Solutions
700 West 47th Street, Suite 1100
Kansas City, MO 64112

Amount: \$383,000.00

Contract No.: MA-PO-22-187

Funding: General Fund

PROFESSIONAL SERVICES CONTRACT

1. Parties, Background and Purpose.

- 1.1. Parties. This Contract is between Pima County, a body politic and corporate of the State of Arizona ("County"), and CBIZ Benefits & Insurance Services, Inc. ("Contractor").
- 1.2. Purpose. The Pima County Human Resources Department requires a compensation and classification study.
- 1.3. Authority. County selected Contractor pursuant to and consistent with County's Procurement Code 11.12.020 Competitive Sealed Proposals;
- 1.4. Solicitation and Other Documents. County previously issued Solicitation No. RFP-PO-2200019 for certain services (the "Solicitation"). Requirements and specifications contained in the Solicitation, all documents included in the Solicitation, and any information and documentation submitted by Contractor in response to the Solicitation, are incorporated into this Contract by reference.
- 1.5. Contractor's Response. Contractor submitted the most advantageous response to the Solicitation.

2. Term.

- 2.1. Initial Term. The term of this Contract commences on June 7, 2022 and will terminate on June 6, 2023 ("Initial Term"). "Term," when used in this Contract, means the Initial Term plus any exercised extension options under Section 2.2. If the commencement date of the Initial Term is before the signature date of the last party to execute this Contract, the parties will, for all purposes, deem the Contract to have been in effect as of the commencement date.
- 2.2. Extension Options. County may renew this Contract for up to two (2) additional periods of up to 1 year each (each an "Extension Option"). An Extension Option will be effective only upon execution by the Parties of a formal written amendment.

3. Scope of Services. Contractor will provide County with the services described in **Exhibit A** (5 pages) upon demand. The Services must comply with all requirements and specifications in the Solicitation.

4. Key Personnel. Contractor will employ suitably trained and skilled professional personnel to perform all consultant services under this Contract. Prior to changing any key personnel, especially those key personnel County relied upon in making this Contract, Contractor will obtain the approval of County. The key personnel include the following staff:

Name: <u>Edward Rataj</u>	Title: <u>Managing Director</u>
Name: <u>Ken Sandbakken</u>	Title: <u>Compensation Director</u>

5. Compensation and Payment.

- 5.1. Rates; Adjustment. County will pay Contractor at the rates set forth in **Exhibit B** (1 pages). Those rates will remain in effect during an Extension Option period unless Contractor, at least 90 days before the end of the then-existing Term, or at the time the County informs Contractor that the County intends to extend the Term, if that is earlier, notifies County in writing of any adjustments to those rates, and the reasons for the adjustments.
- 5.2. Not-to-Exceed (NTE) Amount. County's total payments to Contractor under this Contract, including any sales taxes, may not exceed \$383,000.00 per year (the "NTE Amount"). The NTE Amount can only be changed by a formal written amendment executed by the Parties. Contractor is not required to provide any services, payment for which will cause the County's total payments under this Contract to exceed the NTE Amount; if Contractor does so, it is at the Contractor's own risk.
- 5.3. Sales Taxes. The payment amounts or rates in **Exhibit B** do not include sales taxes. Contractor may invoice County for sales taxes that Contractor is required to pay under this Contract. Contractor will show sales taxes as a separate line item on invoices.
- 5.4. Timing of Invoices. Contractor will invoice County on a monthly basis unless a different billing period is set forth in **Exhibit B**. County must receive invoices no more than 30 days after the end of the billing period in which Contractor delivered the invoiced products or services to County. County may refuse to pay for any product or service for which Contractor does not timely invoice the County and, pursuant to A.R.S. § 11-622(C), will not pay for any product or service invoiced more than 6-months late.
- 5.5. Content of Invoices. Contractor will include detailed documentation in support of its invoices and assign each amount billed to an appropriate line item.
- 5.6. Invoice Submittal. Invoices are to be sent to:

Pima County Finance & Risk Management – Accounts Payable
P.O. Box 791
Tucson, AZ 85701
- 5.7. Invoice Adjustments. County may, at any time during the Term and during the retention period set forth in Section 24 below, question any payment under this Contract. If County raises a question about the propriety of a past payment, Contractor will cooperate with County in reviewing the payment. County may set-off any overpayment against amounts due to Contractor under this or any other contract between County and Contractor. Contractor will promptly pay to County any overpayment that County cannot recover by set-off.

6. Insurance. Contractor will procure and maintain at its own expense insurance policies (the "**Required Insurance**") satisfying the below requirements (the "**Insurance Requirements**") until all of its obligations under this Contract have been met. The below Insurance Requirements are minimum requirements for this Contract and in no way limit Contractor's indemnity obligations under this Contract. The County in no way warrants that the required insurance is sufficient to protect the Contractor for liabilities that may arise from or relate to this Contract. If necessary, Contractor may obtain commercial umbrella or excess insurance to satisfy the Insurance Requirements.

- 6.1. Insurance Coverages and Limits. Contractor will procure and maintain, until all of its obligations have been discharged, coverage with limits of liability not less than those stated below. Coverage must be placed with insurers acceptable to the County with A.M. Best rating of not less than A-VII, unless otherwise approved by the County.

- 6.1.1. Commercial General Liability (CGL). Occurrence Form with limits not less than \$2,000,000 Each Occurrence and \$2,000,000 General Aggregate. Policy shall include cover for liability arising from premises, operations, independent contractors, personal injury, bodily injury, broad form contractual liability and products-completed operations. Any standard coverages excluded from

the CGL policy, such as products/completed operations, etc. shall be covered by endorsement or separate policy and documented on the Certificates of Insurance.

- 6.1.2. Business Automobile Liability. Coverage for bodily injury and property damage on any owned, leased, hired, and/or non-owned autos assigned to or used in the performance of this Contract with minimum limits not less than \$1,000,000 Each Accident.
 - 6.1.3. Workers' Compensation and Employers' Liability. Statutory coverage for Workers' Compensation. Workers' Compensation statutory coverage is compulsory for employers of one or more employees. Employers Liability coverage with limits of \$1,000,000 each accident and \$1,000,000 each employee – disease.
 - 6.1.4. Professional Liability (E&O Insurance). This insurance is required for work from professionals whose coverage is excluded from the above CGL policy. The policy limits shall be not less than \$2,000,000 Each Claim and \$2,000,000 Annual Aggregate. The insurance shall cover professional misconduct or negligent acts of anyone performing any services under this contract.
 - 6.1.5. In the event that the Professional Liability insurance required by this Contract is written on a claims-made basis, Contractor shall warrant that continuous coverage will be maintained as outlined under "Additional Insurance Requirements – Claims-Made Coverage" located in the next section.
- 6.2. Additional Insurance Requirements. The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions.
- 6.2.1. Claims Made Coverage. If any part of the Required Insurance is written on a claims-made basis, any policy retroactive date must precede the effective date of this Contract, and Contractor must maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.
 - 6.2.2. Additional Insured Endorsement. The General Liability, Business Automobile Liability and Technology E&O Policies shall each be endorsed to include County, its departments, districts, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
 - 6.2.3. Subrogation Endorsement. The General Liability, Business Automobile Liability, Workers' Compensation and Technology E&O Policies shall each contain a waiver of subrogation endorsement in favor of County, and its departments, districts, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
 - 6.2.4. Primary Insurance Endorsement. The Required Insurance policies must stipulate that they are primary and that any insurance carried by County, or its agents, officials, or employees, is excess and not contributory insurance.
 - 6.2.5. The Required Insurance policies may not obligate the County to pay any portion of a Contractor's deductible or Self Insurance Retention (SIR). Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.
 - 6.2.6. Subcontractors. Contractor must either (a) include all subcontractors as additional insureds under its Required Insurance policies, or (b) require each subcontractor to separately meet all Insurance Requirements and verify that each subcontractor has done so, Contractor must furnish, if requested by County, appropriate insurance certificates for each subcontractor. Contractor must obtain County's approval of any subcontractor request to modify the Insurance Requirements as to that subcontractor.
- 6.3. Notice of Cancellation. For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to County, within two (2) business days of receipt of notice, if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand-delivered

or sent by facsimile transmission to the County Contracting Representative. Notice shall include County's project or contract number and project description.

6.4. Verification of Coverage.

6.4.1. Contractor must furnish County with a certificate of insurance (valid ACORD form or equivalent approved by County) for each Required Insurance policy, which must specify that the policy has all the required endorsements, and must include County's project or contract number and project description. Each certificate must be signed by an authorized representative of the insurer.

6.4.2. Contractor must provide the certificates to County before work commences. Each Required Insurance policy must be in effect at least 10 days before work under this Contract commences. Contractor will provide a renewal certificate upon renewal of policies. Failure to maintain the Required Insurance policies, or to provide evidence of renewal, is a material breach of this Contract.

6.4.3. All insurance certificates must be sent directly to the appropriate County Department.

6.5. Approval and Modifications. County's Risk Manager may modify the Insurance Requirements at any point during the Term of this Contract. This can be done administratively, with written notice from the Risk Manager and does not require a formal Contract amendment. Neither the County's failure to obtain a required insurance certificate or endorsement, the County's failure to object to a non-complying insurance certificate or endorsement, nor the County's receipt of any other information from the Contractor, its insurance broker(s) and/or insurer(s), constitutes a waiver of any of the Insurance Requirements.

7. Indemnification. To the fullest extent permitted by law, Contractor will defend, indemnify, and hold harmless County and any related taxing district, and the officials and employees of each of them (collectively, "Indemnitee") from and against any and all claims, actions, liabilities, losses, and expenses (including reasonable attorney fees) (collectively, "Claims") arising out of actual or alleged injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by any act or omission of Contractor or any of Contractor's directors, officers, agents, employees, volunteers, or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Indemnitee will, in all instances, except for Claims arising solely from the acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. Contractor is responsible for primary loss investigation, defense and judgment costs for any Claim to which this indemnity applies. This indemnity will survive the expiration or termination of this Contract.

8. Laws and Regulations.

8.1. Compliance with Laws. Contractor will comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders.

8.2. Licensing. Contractor warrants that it is appropriately licensed to provide the services under this Contract and that its subcontractors will be appropriately licensed.

8.3. Choice of Law; Venue. The laws and regulations of the State of Arizona govern the rights and obligations of the parties under this Contract. Any action relating to this Contract must be filed and maintained in the appropriate court of the State of Arizona in Pima County.

9. Independent Contractor. Contractor is an independent contractor. Neither Contractor, nor any of Contractor's officers, agents or employees will be considered an employee of County for any purpose or be entitled to receive any employment-related benefits, or assert any protections, under County's Merit System. Contractor is responsible for paying all federal, state and local taxes on the compensation received by Contractor under this Contract and will indemnify and hold County harmless from any and all liability that County may incur because of Contractor's failure to pay such taxes.

- 10. Subcontractors.** Contractor is fully responsible for all acts and omissions of any subcontractor, and of persons directly or indirectly employed by any subcontractor, and of persons for whose acts any of them may be liable, to the same extent that the Contractor is responsible for the acts and omissions of its own employees. Nothing in this Contract creates any obligation on the part of County to pay or see to the payment of any money due any subcontractor, except as may be required by law.
- 11. Assignment.** Contractor may not assign its rights or obligations under this Contract, in whole or in part, without the County's prior written approval. County may withhold approval at its sole discretion.
- 12. Non-Discrimination.** Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this contract, including flow-down of all provisions and requirements to any subcontractors. During the performance of this Contract, Contractor will 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.
- 13. Americans with Disabilities Act.** Contractor will comply with Title II of the Americans with Disabilities Act (Public Law 110-325, 42 U.S.C.§§ 12101-12213) and the federal regulations for Title II (28 CFR Part 35).
- 14. Authority to Contract.** Contractor warrants its right and power to enter into this Contract. If any court or administrative agency determines that County does not have authority to enter into this Contract, County will not be liable to Contractor or any third party by reason of such determination or by reason of this Contract.
- 15. Full and Complete Performance.** The failure of either party to insist, in one or more instances, upon the other party's complete and satisfactory performance under this Contract, or to take any action based on the other party's failure to completely and satisfactorily perform, is not a waiver of that party's right to insist upon complete and satisfactory performance, or compliance with any other covenant or condition in this Contract, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time is not an accord and satisfaction.
- 16. Cancellation for Conflict of Interest.** This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.
- 17. Termination by County.**
- 17.1. Without Cause. County may terminate this Contract at any time without cause by notifying Contractor, in writing, at least 30 days before the effective date of the termination. In the event of such termination, County's only obligation to Contractor will be payment for services rendered prior to the date of termination.
- 17.2. With Cause. County may terminate this Contract at any time without advance notice and without further obligation to County when County finds Contractor to be in default of any provision of this Contract.
- 17.3. Non-Appropriation. Notwithstanding any other provision in this Contract, County may terminate this Contract if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. In the event of such termination, County will have no further obligation to Contractor, other than to pay for services rendered prior to termination.
- 18. Notice.** Any notice required or permitted to be given under this Contract must be in writing and be served by personal delivery or by certified mail upon the other party as follows:

County:

Terri Spencer, Procurement Director
Pima County Procurement
150 W. Congress Street 5th Floor
(520) 724-3722, Terri.Spencer@pima.gov

Contractor:

Edward Rataj, Managing Director
CBIZ Benefits & Insurance Services, Inc.
721 Emerson Road, Suite 400
St. Louis, MO 63141

- 19. Non-Exclusive Contract.** Contractor understands that this Contract is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.
- 20. Remedies.** Either party may pursue any remedies provided by law for the breach of this Contract. No right or remedy is intended to be exclusive of any other right or remedy and each is cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this Contract.
- 21. Severability.** Each provision of this Contract stands alone, and any provision of this Contract found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this Contract.
- 22. Use of County Data.** Unless it receives County's prior written consent, Contractor: (a) shall not access, process, or otherwise use County Data other than as necessary to provide contracted services or products; and (b) shall not intentionally grant any third party access to County Data, including without limitation Contractor's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement. Notwithstanding the foregoing, Contractor may disclose County Data as required by applicable law or by proper legal or governmental authority. Contractor shall give County prompt notice of any such legal or governmental demand and reasonably cooperate with County in any effort to seek a protective order or otherwise to contest such required disclosure, at County's expense. Upon termination or completion of the Contract, Contractor will, within 60 calendar days, either return all County Data to County or will destroy County Data and confirm destruction to County in writing. As between the parties, County retains ownership of County Data. "County Data" means data in electronic or paper form provided to Contractor by County, including without limitation personal identifying information as defined in A.R.S. § 13-2001(10).
- 23. Books and Records.** Contractor will keep and maintain proper and complete books, records and accounts, which will be open at all reasonable times for inspection and audit by duly authorized representatives of County. In addition, Contractor will retain all records relating to this Contract for at least five (5) years after its expiration or termination or, if later, until any related pending proceeding or litigation has concluded.
- 24. Public Records.**
- 24.1. Disclosure. Pursuant to A.R.S. § 39-121 et seq., all documents submitted in response to the solicitation resulting in award of this Contract, including, but not limited to, pricing schedules, product specifications, work plans, and any supporting documents, are public records. As such, those documents are subject to release and/or review by the general public upon request, including competitors.
- 24.2. Records Marked Confidential; Notice and Protective Order. If Contractor reasonably believes that some of its records contain proprietary, trade-secret or otherwise-confidential information, Contractor must prominently mark those records "CONFIDENTIAL" before submitting them to County. In the event a public-records request is submitted to County for records marked CONFIDENTIAL, County will notify Contractor of the request as soon as reasonably possible. County will release the records 10 business days after the date of that notice, unless Contractor has, within that period, secured an appropriate order from a court of competent jurisdiction in Arizona, enjoining the release of the records. County will not, under any circumstances, be responsible for securing such an order, nor will County be in any way financially responsible for any costs associated with securing such an order.
- 25. Legal Arizona Workers Act Compliance.**
- 25.1. Compliance with Immigration Laws. Contractor hereby warrants that it will at all times during the term of this Contract comply with all federal immigration laws applicable to its employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Contractor will further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws.

- 25.2. Books & Records. County has the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 25.3. Remedies for Breach of Warranty. Any breach of Contractor's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, is a material breach of this Contract subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion. Any additional costs attributable directly or indirectly to such remedial action are the responsibility of Contractor.
- 25.4. Subcontractors. Contractor will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Section 26 by including a provision in each subcontract substantially in the following form:

"Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor is a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."

26. Grant Compliance. Not applicable to this Agreement

27. Written Orders. County will order services under this Contract by issuing a Delivery Order (DO) document. Order documents will be furnished to Contractor via e-mail or telephone.

Contractor must not perform services pursuant to the contract that are not documented or authorized by a Delivery Order (DO) at the time of provision. County accepts no responsibility for control of or payment for services not documented by a County Delivery Order (DO).

Contractor will establish, monitor, and manage an effective contract administration process that assures compliance with all requirements of this Contract. In particular, Contractor will not provide services other than those described in this Contract, in excess of the Maximum Payment Amount, or after the Term of the Contract has ended, without a Contract amendment properly executed and issued by County, as provided below. Any services provided in excess of that stated in this Contract are at Contractor's own risk.

28. Counterparts. The parties may execute the Contract that County awards pursuant to the solicitation in any number of counterparts, each counterpart is considered an original, and together such counterparts constitute one and the same instrument.

29. Israel Boycott Certification. Pursuant to A.R.S. § 35-393.01, if Contractor engages in for-profit activity and has 10 or more employees, and if this Contract has a value of \$100,000.00 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Contract to not engage in, a boycott of goods or services from Israel. The certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

30. Amendment. The parties may modify, amend, alter or extend this Contract only by a written amendment signed by the parties.

31. Entire Agreement. This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and this Contract supersedes all prior or contemporaneous agreements and understandings, oral or written.

This Contract will become effective when all parties have signed it. The effective date of the Contract will be the date this Contract is signed by the last party (as indicated by the date associated with that party's signature).

IN WITNESS WHEREOF, the parties have approved this Professional Services Contract and agree to be bound by the terms and conditions of the Contract on the dates written below.

PIMA COUNTY

Chair, Board of Supervisors

Date

ATTEST

Clerk of the Board

Date

APPROVED AS TO FORM



Deputy County Attorney

Lesley Lukach

Print DCA Name

May 31, 2022

Date

CONTRACTOR

CBIZ Benefits & Insurance Services, Inc.

DocuSigned by:


Authorized Officer Signature

Nancy M. Mellard, Executive Vice President

Printed Name and Title

5/26/2022

Date

APPROVED AS TO CONTENT



Department Head

5/31/2022

Date

1. INTRODUCTION:

Pima County is located in southeastern Arizona, 90 miles north of the US-Mexico border. It is the second most populous county in Arizona, with just over 1 million residents. The County employs a workforce of roughly 7,000 employees that are allocated to around 650 actively used classifications. Portions of the workforce are represented in a limited manner by two labor associations, one of which has a Meet and Confer Agreement. County leadership is made up of five members of the Pima County Board of Supervisors, and the County Administrator.

2. OBJECTIVES:

2.1. The primary objectives in the classification and compensation study include the ability to:

- 2.1.1. Provide Pima County with classification specifications that align to the current terminology and work descriptions in the labor market, to include essential functions of the Americans with Disabilities Act,
- 2.1.2. Develop a job classification structure that accurately identifies the major job functions needed from the workforce,
- 2.1.3. Align jobs into a job architecture and classification structure easily understood by employees,
- 2.1.4. Provide a clear and logical framework for career progression,
- 2.1.5. Establish an internally equitable compensation framework to guide future compensation decisions,
- 2.1.6. Establish an externally competitive compensation framework to facilitate the recruitment and retention of a talented and engaged workforce with the knowledge, skills and abilities required to meet the needs of our community.

3. GENERAL SPECIFICATIONS:

- 3.1. The Contractor shall assess the County's current compensation and classification structure, conduct job analyses to support classification specifications revisions, review minimum qualifications to facilitate recruitment of talent, provide revised classification specifications, identify paths for career progression, conduct a comprehensive internal and external comparability study, provide a list of potential future compactors, recommend revisions to compensation for individual classifications and job families, and provide guidance on maintaining the new pay structure over time. As part of implementation, the Contractor will create and provide communications on the study process for employees, supervisors, management and County leaders, including Board of Supervisor members, and facilitate training on the study process for all County employees who require it.
- 3.2. The County's current classification specifications and compensation information are available here: [Classifications & Grades](#)
- 3.3. Following an initial investigation of the current state of Pima County's job architecture and compensation structure, the Contractor will complete the contracted scope of work under the general direction of the County's Human Resources Department in four phases, as follows:
 - 3.3.1. Phase One, Communication & Training:
 - a) Launch Meeting
 - b) Communications to stakeholders
 - c) Establishment of project teams
 - d) Training on process for HR, employees and supervisors
 - 3.3.2. Phase Two, Classification:

- a) Job classification study
- b) Classification specifications
- c) Job architecture framework
 - Framework for the alignment of employees with specific jobs based on requirements, competencies and responsibilities. Shall reference the U.S. Bureau of Labor Statistics system of Standard Occupational Classifications.
- d) Career paths
- e) Maintenance
- f) Preliminary classification report

3.3.3. Phase Three, Compensation:

- a) Wage benchmarking for classifications
- b) Alignment of salary structures
- c) Training on maintaining new classification and compensation structure
- d) Preliminary compensation report

3.3.4. Phase Four: Final Report

- a) Submission, review and delivery of final report

3.3.5. Phase Five: Drafting of Job Classifications (Optional)

- a) This phase is being solicited as an optional phase, where County reserves the right to award the work in this phase at a later time, if not economically feasible to do so right away.

4. DETAILED PHASE SPECIFICATIONS

4.1. Launch Meeting: Contractor to conduct presentation with County Representatives, including Human Resources, and other stakeholders as determined by County leadership.

4.2. Provide assessment of the current state of Pima County's job architecture and compensation structure.

4.3. Provide preliminary project plan and timeline for implementation of each project phase.

4.4. Project Team: Recommend list of stakeholders from County to participate in project team. Describe team member roles and subject matter expertise required. Describe what tasks, responsibilities and time commitment will be required. County Human Resources will finalize project team member list.

4.5. Reporting: Describe reporting timeline, content and format. Also, describe process for review by County and finalization of preliminary and final reports.

4.6. Phase One: Communication & Training

4.6.1. Provide communication plan for all County employees on project purpose, goals, implementation, timeline, training for employees and supervisors in use of assessment tool(s), supervisor and employee obligations. Include information on communication delivery format, media, resources, etc.

4.6.2. County Human Resources will provide communication expectations for County Human Resources leadership, County Administrator and Board of Supervisors.

4.6.3. Describe training requirements for HR Staff, County Management, Supervisors and Employees. For any training required, include information on what types of trainings are necessary to support implementation, who will be included, facilitation process, resources required, etc.

4.6.4. Contractor will implement Training Plan for Project Team, HR Staff, County Management, Supervisors and Employees.

4.7. Phase Two: Job Classification Study

- 4.7.1. Describe process for creating new classification specifications. Provide example(s) of proposed format.
- 4.7.2. Conduct a review of classification specifications of active classifications and updating or revising classification specifications to ensure language and terminology are current and reflective of the labor market, uniformly reflect the distinguishing characteristics, essential job functions, minimum qualifications, ADA requirements, i.e. working conditions, minimum physical requirements, etc., and certification/license/registration requirements as necessary.
- 4.7.3. Job Architecture Framework: Provide overview of process, including examples of job families. Align jobs into a structured job architecture that delineates job families, functions, and groupings. The framework provided by O*NET utilized where possible in aligning job architecture, taxonomy, and career paths (www.onetcenter.org/taxonomy). Consolidation or mergers of similar jobs may be necessary to establish a practical and useful framework and should be identified as such.
- 4.7.4. Review and revise FLSA exemption status for each job classification, and ensure correct EEO-4 code has been applied.
- 4.7.5. Career Paths: Describe how career paths are laid out and how this can benefit the organization. Provide a framework for employees or potential candidates to view career paths within the job structure of the County.
- 4.7.6. Recommend appropriate implementation measures necessary to transition to the updated classification system, including guidance on the appropriate placement of current employees into the proposed classification structure.
- 4.7.7. Maintaining Job Architecture: Provide process for maintaining new job architecture once implemented. Provide a job assessment tool or methodology for determining appropriate classifications for individual employees through analysis of job specifications. Provide a straightforward, easily understood, maintenance system that the HR Department will use to keep the classification system current and equitable. This system should address the job structure overall, as well as the maintenance and management of individual positions within any given classification. Provide a consistent job titling key for Human Resources Department staff.
- 4.7.8. Provide draft preliminary report containing recommendations for Pima County to revise classification specifications in accordance with a job architecture structure. Provide recommendations for movement of employees, where appropriate, to proper job classifications based on job assessments.
- 4.7.9. County Human Resources to provide feedback on conclusions and recommended course of action.

4.8. Phase Three: Compensation Study

- 4.8.1. Wage Benchmarking for Classifications: Include recommendations for combination of wage markets and comparator organizations to utilize for benchmarking. Define appropriate comparator wage markets, including geographic scope (e.g. local, regional, other counties, other municipalities), industry, sector (public sector, or combination public/private sector) for jobs. Provide the advantages/disadvantages to the markets and comparators available.
- 4.8.2. Recommend and identify a consistent and competitive market position and compensation philosophy for how new employees are hired into the structure/range and move through the structure/range.
- 4.8.3. Recommend adjustments or alignments to salary structures, grades, and ranges consistent with the County's compensation philosophy and market conditions. Include recommendations for County compensation philosophy, including advantages/disadvantages of various compensation approaches. These

recommendations to include separate salary structures, grades and ranges for the Pima County Sworn Law Enforcement and Corrections Officers, and Pima County Courts personnel.

- 4.8.4. Provide options for the implementation of recommendations which outline the advantages, disadvantages, and fiscal impact of each reasonable alternative to the existing classification and compensation plan.
- 4.8.5. Recommend appropriate salary range for each active classification based on the classification plan developed in Phase Two, an analysis of the labor market, and internal relationships and equity within the County. Market pricing of jobs shall use both published ranges and average actual incumbent salaries.
- 4.8.6. Alignment and Salary Structures: Describe range structures utilized for different job families'/job categories. Include available options and advantages/disadvantages of options in range spread, etc. Recommend implementation process for new structure, including wage/salary adjustments to align current employees to new compensation structure.
- 4.8.7. Maintenance: Provide process for maintenance of new structure after implementation. Prepare a plan for the County to provide ongoing internal administration and maintenance of the compensation plan. Maintenance should include individual position-level analyses as well as annual comprehensive strategies to remain competitive in the labor market. If necessary, the plan shall include training County HR staff on the methodology used in the new compensation plan to assess and evaluate market pricing of jobs. Provide recommendation on appropriate entry-compensation for new hires, including consideration of candidate qualifications.
- 4.8.8. Provide draft preliminary report. Report to include market analysis of all classifications. Report to include recommended adjustments to ranges to bring classifications to market. Report to include multiple options for placement of current employees in new salary structure.
- 4.8.9. County Human Resources to provide feedback on conclusions and recommended course of action.

4.9. Phase Four: Final Report

- 4.9.1. Provide timeline for delivery.
- 4.9.2. Submit draft of final report for review by County Human Resources. County Human Resources will review before completion of final report. (Preliminary reports to be provided in stages, at the conclusion of each phase, as above, to inform final conclusions).
- 4.9.3. Prepare final report and supporting materials suitable to present to the Board of Supervisors. If requested, be prepared to present final report to County Leadership, including County Administrator, and Board of Supervisors.

4.10. Phase Five: Drafting of Job Classifications (Optional)

- 4.10.1. If a vendor product or other Software As A Service (SAAS) product is to be recommended, the additional costs outside and beyond the other elements described in this RFP should be provided in your proposal separately. Any product recommended should have all or most of the following capabilities:
 - a) Product provides a searchable and filterable job classification database.
 - b) Product provides the ability to create and revise job classifications.
 - c) Product provides job classification builder templates with fillable content that feeds from databases, such as Knowledge, Skills and Abilities (KSAs), Minimum Qualifications (MQs), Preferred Qualifications (PQs), Physical Requirements, etc. Product provides the ability to create and maintain databases of KSA, MQ, PQ and Physical Requirement job description content for use in job classification creation.

- d) Product provides ability to route job classification drafts, for creation and revision of job descriptions, allowing for a job description to be sent to relevant County employees and tracked for changes before final publishing.
- e) Product can generate benchmark wage data and reporting for Pima County job classifications.

EXHIBIT B: RATES (1 PAGE)OFFEROR'S NAME: **CBIZ Benefits and Insurance Services, Inc.**

Offerors must complete the table below. All Phases must be completed for all proposals. If possible, provide payment plan consisting of flat fee in four payments to be made upon completion of each phase.

Phase	Item Description: To include any Administrative Fees	Unit of Measure (UOM)	Price (Flat Fee)
1	Delivery and implementation of Communications and Training Plan	Each	\$ 15,000
2	Delivery of Classifications Report	Each	\$ 185,000
3	Delivery of Compensation Report	Each	\$ 143,000
4	Delivery of Final Report	Each	\$ 30,000
	ESTIMATED TOTAL:		383,000
5	Delivery of Drafting of Job Classifications (Optional): County reserves the right to award the work in this phase at a later time, if not economically feasible to do so right away.		\$ 75,000