



**MASTER SERVICES AGREEMENT #2024-018
Compensation Study Consulting Services**

THIS MASTER SERVICES AGREEMENT (“**Agreement**”), effective the last date of signed approval (“**Effective Date**”), is entered into by and between the **North Central Texas Council of Governments** (“**NCTCOG**”), a Texas political subdivision and non-profit corporation, with offices located at 616 Six Flags Drive, Arlington, TX 76011, and

Cooperative Personnel Services dba CPS HR Consulting (“**Contractor**”)
2450 Del Paso Road
Suite 220
Sacramento, CA 95834

**ARTICLE I
RETENTION OF THE CONTRACTOR**

- 1.1 This Agreement defines the terms and conditions upon which the Contractor agrees to provide **Compensation Study Consulting Services**, (hereinafter, “**Services**”) to governmental entities participating in the TXShare program (hereinafter “**Participating Entities**”). The Contractor is being retained to provide services described below to Participating Entities based on the Contractor’s demonstrated competence and requisite qualifications to perform the scope of the services described herein and in the Request for Proposals **#2024-018** (hereinafter, “**RFP**”). The Contractor demonstrated they have the resources, experience, and qualifications to perform the described services, which is of interest to Participating Entities and was procured via the RFP. NCTCOG agrees to and hereby does retain the Contractor, as an independent contractor, and the Contractor agrees to provide services to Participating Entities, in accordance with the terms and conditions provided in this Agreement and consistent with Contractor’s response to the RFP.

**ARTICLE II
SCOPE OF SERVICES**

- 2.1 The Contractor will provide Services described in a written Purchase Order issued by NCTCOG or a TXShare Participating Entity. Any such Purchase Order is hereby incorporated by reference and made a part of this Agreement and shall be subject to the terms and conditions in this Agreement. In the event of a conflict between any term or provision in this Agreement and any term or provision in a Purchase Order, the term or provision in this Agreement shall control unless the conflicting term or provision in this Agreement is referenced, and expressly stated not to apply, in such Purchase Order.
- 2.2 All Services rendered under this Agreement will be performed by the Contractor: i) with due care; ii) in accordance with generally prevailing industry standards; iii) in accordance with Participating Entities’ standard operating procedures and applicable policies, as may be amended from time to time; and iv) in compliance with all applicable

laws, government regulatory requirements, and any other written instructions, specifications, guidelines, or requirements provided by NCTCOG and/or Participating Entities.

- 2.3 Any agreed-upon changes to a Purchase Order shall be set forth in a subsequent Purchase Order amendment. Contractor will not implement any changes, or any new Services until a Purchase Order has been duly executed by Participating Entity. For the avoidance of doubt, the Contractor acknowledges that Participating Entity is under no obligation to execute a Purchase Order. Participating Entity shall not be liable for any amounts not included in a Purchase Order in the absence of a fully executed amendment of Purchase Order.
- 2.4 Pricing for items in Appendix A represent the maximum cost for each item offered by the Contractor. Contractor and Participating Entity may mutually agree to a lower cost for any item covered under this agreement.

2.5 NCTCOG Obligations

- 2.5.1 NCTCOG shall make available a contract page on its TXShare.org website which will include contact information for the Contractor(s).

2.6 Participating Entity Obligations.

- 2.6.1 In order to utilize the Services, Participating Entities must have executed a Master Interlocal Agreement for TXShare with NCTCOG. This agreement with the Participating Entity will define the legal relationship between NCTCOG and the Participating Entity.
- 2.6.2 In order to utilize the Services, Participating Entities must execute a Purchase Order with the Contractor. This agreement with the Participating Entity will define the Services and costs that the Participating Entity desires to have implemented by the Contractor.

2.7 Contractor Obligations.

- 2.7.1 Contractor must be able to deliver, perform, install, and implement services with the requirements and intent of RFP #**2024-018**
- 2.7.2 If applicable, Contractor shall provide all necessary material, labor and management required to perform this work. The scope of services shall include, but not be limited to, items listed in Appendix A.
- 2.7.3 Contractor agrees to market and promote the use of the TXSHARE awarded contract whenever possible among its current and solicited customer base. Contractor shall agree to follow reporting requirements in report sales made under this Master Services Agreement in accordance with Section 4.2.

ARTICLE III TERM

- 3.1 This Agreement will commence on the Effective Date and remain in effect for an initial term ending on January 31, 2025 (the "**Term**"), unless earlier terminated as provided herein. This Agreement will automatically be renewed, unless NCTCOG explicitly desires otherwise, for up to four (4) additional one (1) year terms through January 30, 2029.
- 3.2 **Termination.** NCTCOG and/or Participating Entities may terminate this Agreement and/or any Purchase Order to which it is a signatory at any time, with or without cause, upon thirty (30) days' prior written notice to Contractor. Upon its receipt of notice of termination of this Agreement or Purchase Order, Contractor shall follow any instructions of NCTCOG respecting work stoppage. Contractor shall cooperate with NCTCOG and/or Participating Entities to provide for an orderly conclusion of the Services. Contractor shall use its best efforts to minimize the amount of any non-cancelable obligations and shall assign any contracts related thereto to NCTCOG or Participating Entity at its request. If NCTCOG or Participating Entity elects to continue any activities underlying a terminated Purchase Order after termination, Contractor shall cooperate with NCTCOG or Participating Entity to provide for an orderly transfer of Contractor's responsibilities with respect to such Purchase Order to NCTCOG or Participating Entity. Upon the effective date of any such termination, the Contractor shall submit a final invoice for payment in accordance with Article IV, and NCTCOG or Participating Entity shall pay such amounts as are due to Contractor through the effective date of termination. NCTCOG or Participating Entity shall only be liable for payment of

services rendered before the effective date of termination. If Agreement is terminated, certain reporting requirements identified in this Agreement shall survive termination of this Agreement.

- 3.2.1 **Termination for Cause:** Either party may immediately terminate this Agreement if the other party breaches its obligations specified within this Agreement, and, where capable of remedy, such breach has not been materially cured within thirty (30) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- 3.2.2 **Breach:** Upon any material breach of this Agreement by either party, the non-breaching party may terminate this Agreement upon twenty (20) days written notice to the breaching party. The notice shall become effective at the end of the twenty (20) day period unless the breaching party cures such breach within such period.

ARTICLE IV COMPENSATION

- 4.1 **Invoices.** Contractor shall submit an invoice to the ordering Participating Entity upon receipt of an executed Purchase Order and after completion of the work, with Net 30 payment terms. Costs incurred prior to execution of this Agreement are not eligible for reimbursement. There shall be no obligation whatsoever to pay for performance of this Agreement from the monies of the NCTCOG or Participating Entities, other than from the monies designated for this Agreement and/or executed Purchase Order. Contractor expressly agrees that NCTCOG shall not be liable, financial or otherwise, for Services provided to Participating Entities.
- 4.2 **Reporting.** NCTCOG intends to make this Agreement available to other governmental entities through its TXShare cooperative purchasing program. Contractor shall submit to NCTCOG on a calendar quarterly basis a report that identifies any new client Participating Entities, the date and order number, and the total contracted value of services that each Participating Entity has purchased and paid in full under this Master Service Agreement. Reporting and invoices should be submitted to:

NCTCOG
ATTN: TXShare
PO Box 5888
Arlington, TX 76005-5888
Email: TXShare@nctcog.org

ARTICLE V SERVICE FEE

- 5.1 **Explanation.** NCTCOG will make this Master Service Agreement available to other governmental entities, Participating Entities, and non-profit agencies in Texas and the rest of the United States through its TXShare cooperative purchasing program. The Contractor is able to market the Services under this Agreement to any Participating Entity with emphasis that competitive solicitation is not required when the Participating Entity purchases off of a cooperative purchasing program such as TXShare. However, each Participating Entity will make the decision that it feels is in compliance with its own purchasing requirements. The Contractor realizes substantial efficiencies through their ability to offer pricing through the TXShare Cooperative and that will increase the sales opportunities as well as reduce the need to repeatedly respond to Participating Entities' Requests for Proposals. From these efficiencies, Contractor will pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare Master Services Agreement. This administrative fee is not an added cost to TXShare participants. This administrative fee covers the costs of solicitation of the contract, marketing and facilitation, as well as offsets expenses incurred by TXShare.

5.2 **Administrative Fee.** NCTCOG will utilize an administrative fee, in the form of a percent of cost that will apply to all contracts between awarded contractor and NCTCOG or participants resulting from this solicitation. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The remuneration fee for this program will be 2% on sales.

5.3 **Setup and Implementation.** NCTCOG will provide instruction and guidance as needed to the Contractor to assist in maximizing mutual benefits from marketing these Services through the TXShare purchasing program.

ARTICLE VI RELATIONSHIP BETWEEN THE PARTIES

6.1 **Contractual Relationship.** It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature and is not to be construed to create a partnership or joint venture or agency relationship between the parties. Neither party shall have the right to act on behalf of the other except as expressly set forth in this Agreement. Contractor will be solely responsible for and will pay all taxes related to the receipt of payments hereunder and shall give reasonable proof and supporting documents, if reasonably requested, to verify the payment of such taxes. No Contractor personnel shall obtain the status of or otherwise be considered an employee of NCTCOG or Participating Entity by virtue of their activities under this Agreement.

ARTICLE VII REPRESENTATION AND WARRANTIES

7.1 **Representations and Warranties.** Contractor represents and warrants that:

- 7.1.1 As of the Effective Date of this Agreement, it is not a party to any oral or written contract or understanding with any third party that is inconsistent with this Agreement and/or would affect the Contractor's performance under this Agreement; or that will in any way limit or conflict with its ability to fulfill the terms of this Agreement. The Contractor further represents that it will not enter into any such agreement during the Term of this Agreement;
- 7.1.2 NCTCOG is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from, or ineligible for, participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall include a statement of compliance with Federal and State Debarment and suspension regulations in all Third-party contracts.
- 7.1.3 Contractor shall notify NCTCOG if Contractor or any of the Contractor's sub-contractors becomes debarred or suspended during the performance of this Agreement. Debarment or suspension of the Contractor or any of Contractor's sub-contractors may result in immediate termination of this Agreement.
- 7.1.4 Contractor and its employees and sub-contractors have all necessary qualifications, licenses, permits, and/or registrations to perform the Services in accordance with the terms and conditions of this Agreement, and at all times during the Term, all such qualifications, licenses, permits, and/or registrations shall be current and in good standing.
- 7.1.5 Contractor shall, and shall cause its representatives to, comply with all municipal, state, and federal laws, rules, and regulations applicable to the performance of the Contractor's obligations under this Agreement.

ARTICLE VIII CONFIDENTIAL INFORMATION AND OWNERSHIP

- 8.1 **Confidential Information.** Contractor acknowledges that any information it or its employees, agents, or subcontractors obtain regarding the operation of NCTCOG or Participating Entities, its products, services, policies, customer, personnel, and other aspect of its operation ("Confidential Information") is proprietary and confidential, and shall not be revealed, sold, exchanged, traded, or disclosed to any person, company, or other entity during the period of the Contractor's retention hereunder or at any time thereafter without the express written permission of NCTCOG or Participating Entity.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no obligation of confidentiality with respect to information that (i) is or becomes part of the public domain through no act or omission of Contractor; (ii) was in Contractor's lawful possession prior to the disclosure and had not been obtained by Contractor either directly or indirectly from the NCTCOG or Participating Entity; (iii) is lawfully disclosed to Contractor by a third party without restriction on disclosure; (iv) is independently developed by Contractor without use of or reference to the NCTCOG's Participating Entity's Confidential Information; or (v) is required to be disclosed by law or judicial, arbitral or governmental order or process, provided Contractor gives the NCTCOG or Participating Entity prompt written notice of such requirement to permit the NCTCOG or Participating Entity to seek a protective order or other appropriate relief. Contractor acknowledges that NCTCOG and Participating Entities must strictly comply with applicable public information laws, in responding to any request for public information. This obligation supersedes any conflicting provisions of this Agreement.

- 8.2 **Ownership.** No title or ownership rights to any applicable software are transferred to the NCTCOG by this agreement. The Contractor and its suppliers retain all right, title and interest, including all copyright and intellectual property rights, in and to, the software (as an independent work and as an underlying work serving as a basis for any improvements, modifications, derivative works, and applications NCTCOG may develop), and all copies thereof. All final documents, data, reports, information, or materials are and shall at all times be and remain, upon payment of Contractor's invoices therefore, the property of NCTCOG or Participating Entity and shall not be subject to any restriction or limitation on their future use by, or on behalf of, NCTCOG or Participating Entity, except otherwise provided herein. Subject to the foregoing exception, if at any time demand be made by NCTCOG or Participating Entity for any documentation related to this Agreement and/or applicable Purchase Orders for the NCTCOG and/or any Participating Entity, whether after termination of this Agreement or otherwise, the same shall be turned over to NCTCOG without delay, and in no event later than thirty (30) days after such demand is made. Contractor shall have the right to retain copies of documentation, and other items for its archives. If for any reason the foregoing Agreement regarding the ownership of documentation is determined to be unenforceable, either in whole or in part, the Contractor hereby assigns and agrees to assign to NCTCOG all rights, title, and interest that the Contractor may have or at any time acquire in said documentation and other materials, provided that the Contractor has been paid the aforesaid.

ARTICLE IX GENERAL PROVISIONS

- 9.1 **Notices.** All notices from one Party to another Party regarding this Agreement shall be in writing and delivered to the addresses shown below:

If to NCTCOG:

North Central Texas Council of Governments
P.O. Box 5888
Arlington, TX 76005-5888
Attn: Charlie Oberrender
(817) 695-9289
coberrender@nctcog.org

If to Contractor:

Cooperative Personnel Services dba CPS HR Consulting
2450 Del Paso Rd.
Suite 220
Sacramento, CA 95834
Attn: Vicki Quintero Brashear
vbrashear@cpshr.us
(916) 471-3481

The above contact information may be modified without requiring an amendment to the Agreement.

- 9.2 **Tax.** NCTCOG and several participating entities are exempt from Texas limited sales, federal excise and use tax, and does not pay tax on purchase, rental, or lease of tangible personal property for the organization's use. A tax exemption certificate will be issued upon request.
- 9.3 **Indemnification.** Contractor shall defend, indemnify, and hold harmless NCTCOG and Participating Entities, NCTCOG's affiliates, and any of their respective directors, officers, employees, agents, subcontractors, successors, and assigns from any and all suits, actions, claims, demands, judgments, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "Losses") arising out of or relating to: (i) Services performed and carried out pursuant to this Agreement; (ii) breach of any obligation, warranty, or representation in this Agreement, (iii) the negligence or willful misconduct of Contractor and/or its employees or subcontractors; or (iv) any infringement, misappropriation, or violation by Contractor and/or its employees or subcontractors of any right of a third party; provided, however, that Contractor shall have no obligation to defend, indemnify, or hold harmless to the extent any Losses are the result of NCTCOG's or Participating Entities' gross negligence or willful misconduct.
- 9.4 **Limitation of Liability.** In no event shall either party be liable for special, consequential, incidental, indirect or punitive loss, damages or expenses arising out of or relating to this Agreement, whether arising from a breach of contract or warranty, or arising in tort, strict liability, by statute or otherwise, even if it has been advised of their possible existence or if such loss, damages or expenses were reasonably foreseeable.
- Notwithstanding any provision hereof to the contrary, neither party's liability shall be limited by this Article with respect to claims arising from breach of any confidentiality obligation, arising from such party's infringement of the other party's intellectual property rights, covered by any express indemnity obligation of such party hereunder, arising from or with respect to injuries to persons or damages to tangible property, or arising out of the gross negligence or willful misconduct of the party or its employees.
- 9.5 **Insurance.** At all times during the term of this Agreement, Contractor shall procure, pay for, and maintain, with approved insurance carriers, the minimum insurance requirements set forth below, unless otherwise agreed in a Purchase Order between Contractor and Participating Entities. Further, Contractor shall require all contractors and

sub-contractors performing work for which the same liabilities may apply under this Agreement to do likewise. All subcontractors performing work for which the same liabilities may apply under this contract shall be required to do likewise. Contractor may cause the insurance to be effected in whole or in part by the contractors or sub-contractors under their contracts. NCTCOG reserves the right to waive or modify insurance requirements at its sole discretion.

Requirements:

Workers' Compensation:

Statutory limits and employer's liability of \$100,000 for each accident or disease.

Commercial General Liability:

Required Limits:

\$1,000,000 per occurrence;

\$3,000,000 Annual Aggregate

Commercial General Liability policy shall include:

Coverage A: Bodily injury and property damage;

Coverage B: Personal and Advertising Injury liability;

Coverage C: Medical Payments;

Products: Completed Operations;

Fire Legal Liability;

Policy coverage must be on an "occurrence" basis using CGL forms as approved by the Texas State Board of Insurance.

Business Auto Liability: Coverage shall be provided for all owned hired, and non-owned vehicles. Required Limit: \$1,000,000 combined single limit each accident.

Professional Errors and Omissions liability:

Required Limits:

\$1,000,000 Each Claim

\$1,000,000 Annual Aggregate

- 9.5 **Conflict of Interest.** During the term of this Agreement, and all extensions hereto and for a period of one (1) year thereafter, neither party, shall, without the prior written consent of the other, directly or indirectly, whether for its own account or with any other persons or entity whatsoever, employ, solicit to employ or endeavor to entice away any person who is employed by the other party.
- 9.6 **Force Majeure.** It is expressly understood and agreed by both parties to this Agreement that, if the performance of any provision of this Agreement is delayed by force majeure, defined as reason of war, civil commotion, act of God, governmental restriction, regulation or interference, fire, explosion, hurricane, flood, failure of transportation, court injunction, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated herein, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the period of time applicable to such requirement shall be extended for a period of time equal to the period of time such party was delayed. Each party must inform the other in writing within a reasonable time of the existence of such force majeure.
- 9.7 **Ability to Perform.** Contractor agrees promptly to inform NCTCOG of any event or change in circumstances which may reasonably be expected to negatively affect the Contractor's ability to perform its obligations under this Agreement in the manner contemplated by the parties.

- 9.8 **Availability of Funding.** This Agreement and all claims, suits, or obligations arising under or related to this Agreement are subject to and limited by the receipt and availability of funds which are received from the Participating Entities by NCTCOG dedicated for the purposes of this Agreement.
- 9.9 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, United States of America. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Tarrant County, Texas.
- 9.10 **Waiver.** Failure by either party to insist on strict adherence to any one or more of the terms or conditions of this Agreement, or on one or more occasions, will not be construed as a waiver, nor deprive that party of the right to require strict compliance with the same thereafter.
- 9.11 **Entire Agreement.** This Agreement and any attachments/addendums, as provided herein, constitutes the entire agreement of the parties and supersedes all other agreements, discussions, representations or understandings between the parties with respect to the subject matter hereof. No amendments hereto, or waivers or releases of obligations hereunder, shall be effective unless agreed to in writing by the parties hereto.
- 9.12 **Assignment.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 9.13 **Severability.** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision(s) hereof, and this Agreement shall be revised so as to cure such invalid, illegal, or unenforceable provision(s) to carry out as near as possible the original intents of the Parties.
- 9.14 **Amendments.** This Agreement may be amended only by a written amendment executed by both Parties, except that any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal and State law or regulations or required by the funding source, are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 9.15 **Dispute Resolution.** The parties to this Agreement agree to the extent possible and not in contravention of any applicable State or Federal law or procedure established for dispute resolution, to attempt to resolve any dispute between them regarding this Agreement informally through voluntary mediation, arbitration or any other local dispute mediation process, including but not limited to dispute resolution policies of NCTCOG, before resorting to litigation.
- 9.16 **Publicity.** Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of NCTCOG.
- 9.17 **Survival.** Rights and obligations under this Agreement which by their nature should survive will remain in effect after termination or expiration hereof.

ARTICLE X ADDITIONAL REQUIREMENTS

- 10.1 **Equal Employment Opportunity.** Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Contractor shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.2 **Davis-Bacon Act.** Contractor agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.
- 10.3 **Contract Work Hours and Selection Standards.** Contractor agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this Agreement indicates any employment of mechanics or laborers.
- 10.4 **Rights to Invention Made Under Contract or Agreement.** Contractor agrees to comply with all applicable provisions of 37 CFR Part 401.
- 10.5 **Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act.** Contractor agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.
- 10.6 **Debarment/Suspension.** Contractor is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. Contractor and its subcontractors shall comply with the Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions.
- 10.7 **Restrictions on Lobbying.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 10.8 **Procurement of Recovered Materials.** Contractor agrees to comply with all applicable provisions of 2 CFR §200.322.
- 10.9 **Drug-Free Workplace.** Contractor shall provide a drug free workplace in compliance with the Drug Free Work Place Act of 1988.
- 10.10 **Texas Corporate Franchise Tax Certification.** Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments.
- 10.11 **Civil Rights Compliance**
Compliance with Regulations: Contractor will comply with the Acts and the Regulations relative to Nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- Nondiscrimination: Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 45 CFR Part 21.
- Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including

procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, sex, or national origin.

Information and Reports: Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish this information, Contractor will so certify to NCTCOG, the Texas Department of Transportation ("the State") or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of Contractor's noncompliance with the Nondiscrimination provisions of this Agreement, NCTCOG will impose such sanctions as it or the State or the FHWA may determine to be appropriate, including, but not limited to: withholding of payments to the Contractor under this Agreement until the Contractor compiles and/or cancelling, terminating or suspension of this Agreement, in whole or in part.

Incorporation of Provisions: Contractor will include the provisions of the paragraphs listed above, in this section 10.11, in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. Contractor will take such action with respect to any subcontract or procurement as NCTCOG, the State, or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request the State to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.12 **Disadvantaged Business Enterprise Program Requirements**

Contractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Contractor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. Each sub-award or subcontract must include the following assurance: *The Contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

10.13 **Pertinent Non-Discrimination Authorities**

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- e. The Age Discrimination Act of 1975, as amended, (49 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

- f. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).
- h. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- i. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- i. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

10.14 **Ineligibility to Receive State Grants or Loans, or Receive Payment on State Contracts**

In accordance with Section 231.006 of the Texas Family Code, a child support obligor who is more than thirty (30) days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five (25) percent is not eligible to:

- a. Receive payments from state funds under a contract to provide property, materials or services; or
- b. Receive a state-funded grant or loan.

By signing this Agreement, the Contractor certifies compliance with this provision.

10.15 **House Bill 89 Certification**

If contractor is required to make a certification pursuant to Section 2270.002 of the Texas Government Code, contractor certifies that contractor does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If contractor does not make that certification, contractor state in the space below why the certification is not required.

10.16 **Certification Regarding Disclosure of Conflict of Interest.**

The undersigned certifies that, to the best of his or her knowledge or belief, that:

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.
No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code. Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

10.17 Certification of Fair Business Practices

That the submitter affirms that the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

10.18 Certification of Good Standing Texas Corporate Franchise Tax Certification

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

10.19 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

Pursuant to Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, NCTCOG is prohibited from using federal funds to procure, contract with entities who use, or extend contracts with entities who use certain telecommunications and video surveillance equipment or services provided by certain Chinese controlled entities. The Contractor agrees that it is not providing NCTCOG with or using telecommunications and video surveillance equipment and services as prohibited by 2 CFR §200.216 and §200.471. Contractor shall certify its compliance through execution of the “Prohibited Telecommunications and Video Surveillance Services or Equipment Certification,” which is included as Appendix D of this Contract. The Contractor shall pass these

requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.20 Discrimination Against Firearms Entities or Firearms Trade Associations

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries. NCTCOG is prohibited from contracting with entities, or extend contracts with entities who have practice, guidance, or directive that discriminates against a firearm entity or firearm trade association. Contractor shall certify its compliance through execution of the "Discrimination Against Firearms Entities or Firearms Trade Associations Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.21 Boycotting of Certain Energy Companies

Pursuant to Texas Local Government Code Chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who boycott certain energy companies. NCTCOG is prohibited from contracting with entities or extend contracts with entities that boycott energy companies. Contractor shall certify its compliance through execution of the "Boycotting of Certain Energy Companies Certification," which is included as Appendix D of this Contract. The Contractor shall pass these requirements down to any of its subcontractors funded under this Agreement. The Contractor shall notify NCTCOG if the Contractor cannot comply with the prohibition during the performance of this Contract.

10.22 Domestic Preference

As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**Cooperative Personnel Services
dba CPS HR Consulting**



Signature Date May 15, 2024

Victoria Quintero Brashear
Printed Name

Director of Products and Services
Title

North Central Texas Council of Governments

DocuSigned by:

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Signature Date 5/16/2024

R. Michael Eastland
Executive Director

APPENDIX A
Statement of Work

Tab D - Technical Proposal

1. Review “Section 4: Specifications” of this RFP. Are there any requirements that you cannot provide, or offer an alternative to? Describe any exceptions to the requirements. If there are no exceptions, please explicitly state that no exceptions are taken to any part of Section 4.

Further, describe any exceptions to other sections of this RFP. Your offer must be in compliance with stated terms and conditions unless NCTCOG accepts written identified exceptions of your proposal.

Exceptions

Section 4: Specifications. None

Section 6: General Terms and Conditions. We request to add our following pre-existing intellectual property language:

Retention of Rights. *“Contractor shall retain all right, title and interest in and to all pre-existing training, testing or assessment products, inventions (patentable or otherwise), discoveries, improvements, or copyrightable works, whether or not incorporated into a derivative work produced under this Agreement, but grants NCTCOG an irrevocable, royalty-free, perpetual and non-exclusive license to use the work solely for internal purposes. In addition, to the extent that Contractor incorporates pre-existing works into a derivative work, Contractor will retain ownership of the pre-existing portion of the derivative work. Apart from the above, any other work product, including those portions of derivative works created exclusively for NCTCOG with funds provided under this Agreement, shall be considered works made for hire and shall be owned by NCTCOG.”*

With regards to insurance, please be advised that CPS HR does not own any automobiles, and our self-insured retention is \$50,000.

2. Information under this section should include, but not be limited to, your understanding of the RFP requirements and your firm’s approach:
 - a. Demonstrate a clear understanding of the project by providing a concise description of how you propose to provide the services identified in this RFP.

Our Understanding of the Scope of Work

Service Category #1: Consulting Services

CPS HR understands NCTCOG is seeking a consulting firm to conduct classification and compensation study services based on an Agency’s request within the following parameters.

■ Classification Plan

- Up to a **specific number of** classifications and up to a **specific number of** incumbents
 - Several orientations for study participants/stakeholders
 - Online position description questionnaire with online supervisor review process
 - Incumbent/supervisor job evaluation interviews of selected study participants

- Update of all existing classification specifications and creation of new classification specifications
- Update the classification structure
- Conduct Fair Labor Standards Act analysis
- Provision of incumbent allocations into the new classification structure and conduct an appeals process
- Provision of project report and formal presentations at the conclusion of the study
- Development and provision of maintenance training session

■ **Compensation Plan**

■ Base salary¹ collection, analysis, and comparison

- Up to **a specific number of** benchmark classifications
- Labor market pool of up to **a specific number of agencies** (CPS HR can research a pool and provide recommendations or the agency can provide the list)
- Provision of Excel data sheets showing variance from the market, a project report, and formal presentations at conclusion of study
- Discussion of implementation considerations
- Development and provision of a maintenance training session

Service Category #2: Optional Ancillary Services

Subcategory: Full Compensation Package Review

■ Base salary and benefits ² collection, analysis, and comparison

- Up to **a specific number of** benchmark classifications
- Labor market pool of up to **a specific number of agencies** (CPS HR can research a pool and provide recommendations or the agency can provide the list)
- Provision of Excel data sheets showing variance from the market and benefits elements, a project report, and formal presentations at conclusion of study
- Discussion of implementation considerations
- Development and provision of a maintenance training session

¹ CPS HR will collect the minimum and maximum of the range of each job match made in each comparable labor market agency. Actual incumbent salaries will not be collected.

² CPS HR will collect the minimum and maximum of the range of each job match made in each comparable labor market agency. Actual incumbent salaries will not be collected.

Subcategory: Employee Engagement

The CPS HR Institute for Public Sector Employee Engagement™ will adapt our employee engagement model, shown below, to meet the Agency's specific needs and requirements. Our approach/work plan proceeds from our process model.

Employee Engagement Process Model:



Adapted from *Engaging Government Employees* (American Management Association)
by Bob Lavigna

We believe employee engagement can – and should – be measured. Government organizations should survey their employees to measure engagement levels, and to understand what drives engagement. However, surveying employees is only the start. The real payoff is identifying and taking action to improve engagement. While there is no one-size-fits-all solution to building a high level of engagement, CPS HR's Institute will leverage decades of research, experience, and insights to help guide the Agency on a path to improved engagement.

We do not simply apply our model as an off-the-shelf tool. Instead, we adapt our approach to meet the Agency's specific needs and requirements, including offering a comprehensive survey question bank as the starting point for the survey. We fully support the Agency during the survey administration process, including offering a kickoff presentation to employees to ensure a high response rate, providing technical support to help employees access the survey, as well as special services for hard-to-reach employee populations. We deliver comprehensive, interactive online reports to help Agency leaders understand their results and key driver analyses to identify areas which are most likely to improve employee engagement. Finally, we offer experienced consultants who are former leaders in government themselves to help guide Agencies as they take action on the results.

Subcategory: Recruitment

CPS HR can provide full-service recruitment as needed. Our services include three levels:

- Outreach level to build a qualified candidate pool and handle advertising
- Outreach and screening to produce a short list of qualified candidates
- Full recruitment from outreach, through screening, and final selection processes to an offer to the chosen candidate.

We can provide this for middle management, hard-to-fill, or executive levels. As experts in public sector recruiting, we have been making successful placements for 20 years.

Subcategory: Training

CPS HR can provide training and development either to NCTCOG staff or to your member agencies. Training and development has been a core service area at CPS HR since 2004 and we can provide group training courses as needed. Those courses can be sponsored by NCTCOG and offered to member agencies. Agencies can choose from a catalog of over 150 courses that can be delivered in-person or remotely for large or small groups. Courses can also be tailored if needed.

Subcategory: Testing and Assessment

Produce Written Exams

CPS HR understands that during the course of this project, we may provide employment exams to Agencies that will determine the knowledge, skills, and abilities for each job candidate and position being tested.

CPS HR's test rental catalog offers more than 50 types of multiple choice entry-level and promotional employment tests for a wide range of public agency positions including public safety (i.e., fire service and law enforcement), clerical, professional, skilled trades, and other para-professional positions. These exams are developed to meet the most stringent psychometric standards and are frequently updated to ensure content relevance as well as to prevent overexposure. They can easily be administered online, and we can provide options for remote proctoring of online exams.

Job Analysis

CPS HR is pleased to submit a job analysis option within this proposal for a variety of job classification titles, as may be needed by Agencies. While there is no single correct method for conducting a job analysis, certain requirements must be met if the results of the job analysis will be used for making employment decisions, including establishing criteria for applicant screening, hiring, promotions, and job training.

CPS HR's job analytic approach is designed to comply with all prevailing technical standards and legal guidelines in the field of employment selection, most notably, the federal Uniform Guidelines on Employee Selection Procedures for demonstrating the content validity of selection processes resulting from job analytic results.

- b. **Provide a detailed description of proposed services and the means and methods to be used to accomplish the tasks identified in the Scope of Work section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.**

Work Plans and Methodologies

Service Category #1: Consulting Services

Classification Plan

Task 1.1 – Receive and Review Background Materials. Upon contract execution, CPS HR will gather background information including the following materials:

- Organizational Charts
- Memorandums of Understanding, as applicable
- Classification Specifications (Electronic copies)
- Past Classification and Compensation Studies
- Relevant Policies and Procedures
- Agency's Mission, Vision, and Values statements

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- The client will upload electronic copies of all requested documents to a shared online site provided by CPS HR.
- The employee roster provided by the client will establish a mutually agreed effective date.
 - Any subsequent alterations or discrepancies in the roster will be promptly addressed through consultation with CPS HR and the client. The accuracy of the roster is vital, as it directly impacts the completion of Position Description Questionnaires (PDQs) and the supervisor review process.

Task 1.2 – Initial Project Meeting. During the kick-off meeting for the classification study, CPS HR's Project Manager will convene with the Agency's internal project staff and designated key stakeholders. The primary objectives of this meeting are to:

- **Confirm Study Goals and Objectives:** Establish a clear understanding of the study's overarching goals and specific objectives, ensuring alignment between CPS HR and the client's expectations.
- **Define Project Tasks:** Outline the comprehensive list of tasks to be performed throughout the study, clarifying roles and responsibilities for all parties involved.
- **Discuss Methodologies:** Delve into the chosen methodologies and tailored approaches for the classification study, promoting transparency and consensus on project deliverables.
- **Develop a Communication Plan:** Collaboratively design a communication plan tailored to the needs of the project. This plan will address communication frequency, channels, and key contacts, emphasizing the importance of open and consistent communication as a cornerstone of project acceptance and success.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- After the kick-off meeting, CPS HR will provide a project parameters memo for the client's review and approval, ensuring mutual alignment before progressing with the project.
- CPS HR will furnish an estimated timeline, including key milestones, shortly following the approval of the project parameters document.

Task 1.3 – Develop Job Evaluation Tool. CPS HR will use a survey tool to ensure valid information is gathered, analyzed, and documented consistently from incumbents regarding their current classifications. This activity includes finalizing a Position Description Questionnaire (PDQ) for approval by the Agency, and distribution of the PDQ to study participants.

The PDQ is designed to capture specific information, and to be used in studies with multiple analytical goals such as position allocation and classification specification development/revisions.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- For purposes of creating a cost-effective response, our pricing assumes the Agency will use CPS HR's PDQ with minor (3-4) edits. Additional hours spent on the task will be contracted separately.
- The PDQ will be provided in English in online survey format. All surveys will be completed online³.

Task 1.4 – Conduct Orientation Sessions. The CPS HR Project Manager will draft a communication to be sent via e-mail (by Agency staff) to all employees included in the study to invite them to attend an orientation session. For purposes of this scope of work, we have planned for **several virtual, one-hour orientation sessions** to be conducted in the same week, one of which can be recorded by CPS HR for viewing by individuals who are not able to attend the scheduled session(s).

The purpose of the orientation session is to (i) **communicate** study goals, methodology, and processes; (ii) **demonstrate** the PDQ and explain to employees how the document should be completed; (iii) **explain** the role of employees, supervisors, and managers in the study; and (iv) **respond** to employee questions regarding the study process.

These tasks and processes are critical in gaining employee understanding, trust, and acceptance of the study. Where possible, we encourage executives, managers, supervisors, employee bargaining unit representatives, and human resources staff to attend the meeting(s) to familiarize themselves with employee questions and the responses to those questions.

Task 1.5 – PDQ Completion. All study employees will have the opportunity to provide information on the duties and responsibilities as it relates to job specifications, duties not covered in the job specification, minimum qualifications, and other aspects of the classification. Each incumbent's supervisor (*during a 1-level review process*) will then review the collected data to ensure that the incumbent has accurately and sufficiently captured all pertinent information on job context and work output.

³ We are open to discussing alternatives to online completion should the client desire to accommodate any personnel who do not have web/computer access during the conduct of their job duties. Depending on the alternative chosen, an amendment to the contract for additional funding may be necessary.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- All PDQs will be completed online, including the supervisor/manager review process.
- Links to the PDQ will be sent to incumbents via e-mail by CPS HR. A complete and accurate roster, including employee name and e-mail address (among other data points), will be uploaded to the shared online site by Agency staff using a Microsoft Excel template provided by CPS HR. Any needed corrections to the roster will be completed by the client to maintain accuracy.
- **Responsiveness of study participants is absolutely critical to maintaining the agreed upon timeline.** An amended timeline will be provided by the CPS HR Project Manager if the online PDQ completion date is pushed out. Any contract amendment needed due to timeline shift will be discussed with the Agency at the appropriate point.
- The supervisor/manager review process includes one (1) level of supervisory review.

Task 1.6 – Receive and Review PDQs/Prepare for Job Evaluation Interviews. The CPS HR Project Team will thoroughly review each completed PDQ⁴ to obtain an understanding of the duties and responsibilities assigned to the position. Job evaluation interview questions for selected study employees will be developed based upon the results of the documentation review. CPS HR Project Team members will develop an interview schedule for selected incumbents and will coordinate the schedule with the Agency's designated staff member.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

For purposes of creating a cost-effective response, our pricing assumes that:

- up to **an estimated percentage** of incumbents will provide completed PDQs. Therefore, project staff will review up to **a specific number of** returned PDQs⁵
- project staff will create interview questions for up to **an estimated percentage** of those respondents (or **a specific number of** incumbents)
- up to **a specific number of** supervisor interviews will be conducted
 - Should the client request additional reviews of PDQs or request extra interviews, these services can be included at an added cost.
- CPS HR will develop an interview schedule in coordination with the client and will send a meeting invitation to incumbents, and then later to supervisors, via e-mail. Staff will have one (1) opportunity to request a re-schedule if needed. At the agreed-upon deadline, staff may not change the final selected time slot.

⁴ For single position classifications lacking a completed PDQ, CPS HR will provide an opportunity for the appropriate supervisor to provide commentary on that position's duties and scope.

⁵ If more than the expected percentage of incumbents provide responses to the PDQ, the Agency shall identify the appropriate incumbents to be included in the review process at the cap indicated above.

Task 1.7 – Conduct Job Evaluation Interviews, follow up Supervisor/Manager Interviews. In addition to PDQs, job evaluation interviews will be conducted with *selected* incumbents to ensure the CPS HR Project Team has a complete understanding of the duties and responsibilities assigned to the position. Incumbents to be interviewed, or invited to participate in a focus group, is determined during the PDQ review process.

Additionally, interviews with supervisors or managers may also be held to further clarify information documented on their subordinate employees' PDQs. For planning purposes, each interview session may take up to sixty (60) minutes via video or telephone conference. **For purposes of this costing, reschedules for missed interviews have not been estimated.**

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- CPS HR reserves the right to identify the interviewees.
- Interviews will take place over sequential business days and will take place between the hours of 9:00 am and 5:00 pm Local Time via telephone or video conference.
- If requested, we can supply a contract amendment to accommodate a reschedule process or add additional interviewees.

Task 1.8 – FLSA Analysis. CPS HR is committed to ensuring that each classification aligns with the Fair Labor Standards Act (FLSA) exempt and non-exempt designations. Our thorough analysis delves into the duties, responsibilities, scope of authority, and span of control associated with each classification. This examination aims to determine whether the positions qualify for exemption or non-exemption from FLSA overtime provisions.

Our approach to FLSA analysis offers two options: Classification-based or Position-based FLSA Analysis. **For this specific project, we will focus on a Classification-based FLSA Analysis.** This means we will carefully review the existing classification specifications to assess whether each studied classification meets the criteria for exemption from FLSA overtime provisions, with our conclusions grounded in the updated classification specifications.

While CPS HR will provide these determinations, we strongly recommend that the client's legal team review the FLSA determinations to ensure full compliance with legal requirements and regulations. Our goal is to ensure that all classifications are appropriately categorized under FLSA guidelines.

General Process for Determining FLSA Designation by Classification:

1. **Gather Classification Specifications:** Collect the current classification specifications for each job position under consideration.
2. **Analyze Job Duties and Responsibilities:** Review the duties, responsibilities, and essential functions associated with each classification. Consider the scope of authority and span of control.
3. **Identify Relevant FLSA Criteria:** Identify key FLSA criteria such as job duties, salary level, and salary basis.
4. **Examine Salary Levels:** Evaluate the salary levels of positions to determine whether they meet the salary threshold for exemption, as outlined in FLSA regulations.
5. **Apply Job Duties to FLSA Criteria:** Assess whether the job duties align with FLSA guidelines for exemption or non-exemption.

6. Consider Any Exemptions: Explore specific FLSA exemptions, such as the executive, administrative, professional, or other applicable exemptions, as they relate to job roles.
7. Consult with Legal Team: Request the client involve its legal team to review FLSA determinations for compliance with legal requirements and regulations.
8. Document Findings: Create a clear and detailed summary outlining the FLSA designation for each classification, including the rationale and criteria considered.
9. Recommendations: Provide recommendations for any necessary adjustments or revisions to ensure FLSA compliance.
10. Client Review: Share the FLSA determinations and recommendations with the client for review and feedback.
11. Final Determination: After client input, make any necessary final adjustments to the FLSA designations.

Client Responsibilities After Project Completed:

12. Communication: Communicate the final FLSA designations to relevant stakeholders.
13. Recordkeeping: Maintain accurate records of the FLSA designations and any associated documentation for compliance purposes.
14. Ongoing Compliance Monitoring: Continuously monitor and review FLSA compliance to address any changes in job roles, regulations, or organizational needs.

Task 1.9 – Physical Requirements Review. We will review each classification's core functions. CPS HR will prepare a questionnaire as part of the data collection effort to gather information about the physical demands and working conditions. In addition, the CPS HR Project Team will capture data through the PDQs about core functions.

*While CPS HR is committed to providing comprehensive classification and compensation services, it is important to note that our primary expertise lies in conducting detailed classification and compensation studies. We excel in thoroughly evaluating job positions, responsibilities, and compensation structures to ensure they align with industry best practices and client objectives. **However, our specialization is not in ADA (Americans with Disabilities Act) compliance analysis.** While we do perform a general physical environment review as part of our process, we recommend that any specific ADA compliance analysis or adjustments should be conducted by experts specializing in ADA compliance to ensure full legal and regulatory adherence. Our focus remains on delivering excellence in classification and compensation studies, and we encourage clients to seek dedicated ADA compliance experts for this specific aspect.*

Task 1.10 – Analyze Classification Data. The Project Team will analyze all information collected from the incumbents and their supervisor/manager, and any job evaluation interviews to identify the job level, scope, typical duties, requisite knowledge, skills, abilities, and other job-related characteristics of each position. This analysis will be used to develop recommendations regarding classification concepts and a classification structure that aligns with current business needs, and to evaluate the proper classification allocation for study employees.

Task 1.11 – Prepare and Present Findings. The Project Team will prepare a presentation which will include the methodology, findings, and preliminary recommendations.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Costs assume one meeting with the client’s Project Manager/HR staff to discuss these topics.

Task 1.12 – Revise Classification Specifications. Once the Agency has approved the classification study findings, the classification specifications will be revised/created accordingly. The format for classification specification revisions will be submitted to the Agency for approval. Our methodology for this task will result in:

- Accurately identifying the specific essential duties and responsibilities; required knowledge, skills, and abilities; minimum education and experience requirements; and minimum special qualifications for each position in the study.
- Reviewing, revising, editing, and developing written classification specifications for each study classification that clearly specify and describe a general statement of duties; any distinguishing features of the class; essential duties, knowledge, skills, and abilities; acceptable minimum education and experience; and required special training and certifications.
- Describing the typical work environment for the classification.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- CPS HR will provide a classification specification template via the shared online site if the Agency does not already have one that must be utilized.
- Classification specifications will be uploaded to the shared online site. Documents will be marked “Draft” and provided in Microsoft Word with several views – “with mark-up” and “without mark-up.” This will allow the Agency to easily view tracked changes. Edits and comments made by both parties will be captured in these online shared documents.

Task 1.13 – Incumbent Allocation and Appeals Process. Following the finalization of classification specifications, the client will notify incumbents of the study results as it applies to his/her/their direct classification and position. Similar to the PDQ process, incumbents will be able to provide feedback on the allocation and/or job description via an online process set up by CPS HR. CPS HR will receive and process the appeals, and create a response for the Agency’s finalization within a period mutually agreed upon by CPS HR and the client.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- For purposes of creating a cost-effective response, our pricing assumes that up to **an estimated percentage** of incumbents will submit appeals. Therefore, project staff will review up to **a specific number of** appeals.
- **Submission of appeals within the initial time frame is absolutely critical to maintaining the agreed timeline.** An amended timeline will be provided by the CPS HR Project Manager if the appeals submission timeframe is pushed out.

Task 1.14 – Prepare, Submit, and Present the Classification Report. CPS HR’s reporting will include a discussion of our methodology and a narrative summary to support our recommendations in the report. The Agency will be responsible for approving and implementing classification specification content changes through its standard process, including any necessary notifications to employees, employee representatives, or the Department of Human Resources.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Costs assume one (1) meeting, for up to 1.5 hours to present the report.
 - We can also budgeted for additional presentations for stakeholder groups of the client’s choosing.
- An opportunity for a single round of feedback/updates to the report will be provided to the client.

Task 1.15 – Classification System Training. CPS HR understands the Agency’s objective for a permanent classification system that empowers the Agency to confidently manage position classifications and reclassifications while maintaining the integrity of the structure. The comprehensive plan devised by CPS HR during this study will lay the groundwork for the establishment of this system.

To formalize knowledge transfer, upon the study's conclusion, CPS HR will conduct a virtual training session focused on the foundations and ongoing maintenance of the classification system, specifically tailored for selected staff members. Our objective is to equip the Agency with the essential tools for sustained system maintenance, ensuring consistent application.

CPS HR envisions a collaborative effort with the Agency’s Project Manager and other stakeholders to engage in an informative dialogue regarding processes, methodologies, goals, and maintenance. This collaboration will encompass:

- Providing a best practices guide, accompanied by a description of the classification structure developed for this project.
- Hosting a live 2-hour webinar for selected personnel (which can be recorded and hosted by the Agency for ongoing accessibility) to delve into the guide's contents.

Compensation Plan

Task 2.1 – Review the Agency’s Background Materials. Upon contract execution, CPS HR will request background information from the Agency to ensure our Project Manager and Project Team are prepared for initial meetings. The CPS HR Project Manager will coordinate activities through and report to the Agency’s Internal Project Manager and other designated key stakeholders.

Task 2.2 – Initial Project Meeting/Labor Market Agency and Benchmark Selection Discussions. The primary objective of this task is to conduct an initial meeting between the CPS HR Project Manager and the Agency’s Internal Project Manager along with other designated stakeholders. This meeting will aim to align all parties on the study methodology, deliverables, timelines, communication strategies, and data collection methods. Additionally, the meeting will serve as an opportunity to delve into the specifics of the Agency’s current compensation philosophy and its market positioning goals.

The following key elements will be discussed:

- Overall scope of the study
- Data gathering methodology and the job matching process
- Review whether the Agency aims to lag, meet, or lead the market
- Use of median, mean, or other percentiles for market positioning
- Labor market agency selection and research process
- Benchmark classifications, considering skills, competencies, and responsibilities; how benchmark classifications compare to similar roles in competitor agencies or organizations
- Various phases of the study and review of general timelines
- Channels for ongoing communication between CPS HR and the Agency
- How to engage with other stakeholders such as labor unions, employees, and department heads
- Deliverables and first immediate steps

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- It is assumed that no more than **a specific number of** benchmark classifications will be surveyed.
 - CPS HR will complete a benchmark summary matrix describing various components of each job, such as primary duties, minimum qualifications, distinguishing characteristics, etc.
- It is assumed that no more than **a specific number of** total labor market agencies will be selected for comparison.
 - CPS HR will research up to **a specific number of** comparable labor market agencies and provide recommendations for final selection by the Agency.

Task 2.3 – Design, Develop, and Distribute the Survey Instrument. The CPS HR Project Team will develop a comprehensive survey instrument to ensure the effective collection of compensation data from each of the survey agencies. The online survey will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each.

For a *base salary* study, the survey instrument will include a brief description of each of the survey classifications with a request for the minimum and maximum monthly salary for each. Salaries are retrieved from published salary schedules effective on an agreed upon date.

Task 2.4 – Review, Analyze, and Validate Labor Market Survey Data. CPS HR begins labor market data collection by researching available information online to make preliminary classification matches and obtain benefits data. The CPS HR Project Team will reach out to labor market agencies to confirm and/or complete survey data after completing as much pre-work as possible. We find that this initial collection effort results in greater participation from the labor market agencies.

Classification matching includes reviewing agency background materials such as copies of classification specifications, organization charts, staffing information, and other useful materials to substantiate the accuracy of the comparability of the matches. It is critical that the CPS HR Project Team review such documents since titles alone can often be misleading and should not be relied upon.

To determine whether a match from a labor market agency is comparable to the Agency's benchmark, CPS HR utilizes a whole job analysis methodology; this commonly used methodology analyzes the job as a whole, rather than by individual factors, by evaluating the core duties and responsibilities, the nature and level of work performed, and the minimum qualifications to determine whether the classification is comparable enough to be utilized as a match. The methodology recognizes slight differences in duties assigned to matches from other labor market agencies which do not impact the type, nature, and level of work performed.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Should any labor market agencies be non-responsive to requests for information, we will provide the Agency with contact information and request that they use their professional contacts to follow up on CPS HR's behalf. We have found this approach to be beneficial.
- At an additional cost, the Agency may add additional labor market agencies should any in the initial selection be non-responsive or not provide sufficient matches.
- **Responsiveness of labor market agencies is absolutely critical to maintaining the agreed timeline.** An amended timeline will be provided by the CPS HR Project Manager if the data collection period is pushed out.

Task 2.5 – Design and Develop Data Spreadsheets. CPS HR will develop an individual data sheet for each survey classification that presents the comparable classification used in each agency with the relevant data associated with that classification, such as the position ranking within the labor market and salary range minimum and maximum.

The labor market data analyses will be conducted based upon the labor market position affirmed within the Agency's compensation philosophy (e.g., median, mean, or other percentile). Each comparable match for each survey classification is reported in the relevant data sheet for full disclosure and review by others. We find this level of transparency in matching provides for a better understanding and acceptance of study results.

Task 2.6 – Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations/Update Compensation Structure. A well-rounded compensation program encompasses an evaluation of external labor market data as well as a careful assessment of internal job relationships aligned with the Agency's values. The internal equity analysis for non-benchmark classifications involves a series of essential steps to establish fair and consistent relationships. These steps include:

- 1. Analysis of Pay Relationships:** This involves evaluating pay relationships based on the hierarchy of jobs and historical pay practices.
- 2. Development of Guidelines:** These guidelines encompass factors like span of control and the nature and level of work performed.
- 3. Recommendation of Differentials:** Based on the above analysis, we will recommend equitable and appropriate internal relationship differentials between classifications/pay grades.

Our methodology for setting salary levels for both benchmark and non-benchmark classifications follows these steps, ensuring consistency across all Agency study classifications:

1. **Benchmark Classifications:** We identify benchmark classifications that serve as reference points for salary setting based on market data.
2. **Salary Recommendations:** Salary levels for benchmark classifications are established in line with market data.
3. **Internal Alignment Review:** We conduct a comprehensive review of the Agency's existing internal alignment differentials to assess where adjustments are needed.
4. **Internal Differentials:** Recommended internal differentials are applied within job families to determine salaries for classifications with significant relationships due to shared job series or family.
5. **Remaining Classifications:** For non-benchmark classifications or those with limited comparable data, we evaluate their alignment with other classifications based on factors such as job nature, level, and minimum qualifications.

The salary recommendations for each study classification will include:

- Classification Title
- Current Monthly Range Maximum
- Recommended Monthly Range Maximum
- Percentage or Dollar Amount Differences between Current and Recommended Ranges, including steps within a range if desired.

This detailed information enables the Agency to assess the percentage and dollar amount of any increase on a classification-by-classification basis. Our approach ensures a thorough and equitable compensation structure that aligns with both external market data and internal relationships within the organization.

Finally, updating the compensation structure itself is a complex process that involves a thorough evaluation of an organization's pay practices. The first step is to conduct a comprehensive analysis of market data, internal equity, and the organization's strategic goals. This analysis helps in identifying areas that require adjustment within the compensation structure. Some key technical aspects include:

- **Range Type Decision:** Whether to use an open range or a step system for salary scales, considering factors like flexibility and performance-based incentives.
- **Bandwidth Analysis:** Analyzing the width between the minimum and maximum salaries within each pay grade to determine the balance between cost control and talent attraction and retention.
- **Separation Between Pay Grades:** Reviewing the separation between pay grades to ensure clear distinctions in job value and responsibilities, aligning them with market standards, internal equity, and the organization's compensation philosophy. This will help easily spot situations where there is minimal pay difference between employees at different levels.

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Determination of exact cost to implement any salary range changes will be the responsibility of the client. Implementation considerations will be discussed by CPS HR.
- The compensation structure will also be updated. For example, changes will be made to the *bandwidth* of each pay grade or the *separation* between grades. CPS HR will also discuss potential compression or compaction issues with the client.

Task 2.7 – Prepare and Present the Compensation Report. The CPS HR Project Team will develop a report detailing the results of the methodology and results of the labor market survey. This report will be comprised of the following:

- Scope of the study, list of benchmark classifications and labor market agencies
- Results of the base salary survey (job matches to be provided under separate cover in MS Excel)
- Labor market data analysis (data sheets provided under separate cover in MS Excel)
- Actions taken to develop salary recommendations and update the compensation structure

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- Costs assume one (1) meeting, for up to 1.5 hours to present the report.
 - We can also budget for additional presentations for stakeholder groups of the client's choosing.
- The report will be submitted with an opportunity for feedback/updates to the report by the client.

Task 2.8 – Compensation System Training. CPS HR recognizes the Agency's desire for a permanent system that allows the Agency to equitably pay its staff and maintain its compensation system. The plan developed by CPS HR over the course of this study will create the foundation for this system.

To formally capture learning, at the conclusion of the study, CPS HR will conduct a virtual training session on the underpinnings and maintenance of the compensation system with selected staff. The goal is to provide the client with the tools necessary for the continued maintenance of the system to ensure consistent and accurate application.

CPS HR envisions a collaborative effort with the Agency's Project Manager and other stakeholders to engage in an informative dialogue regarding processes, methodologies, goals, and maintenance. This collaboration will encompass:

- Providing a best practices guide, accompanied by a description of the compensation structure developed for this project.
- Hosting a live 2-hour webinar for selected personnel (which can be recorded and hosted by the Agency for ongoing accessibility) to delve into the guide's contents.

Service Category #2: Optional Ancillary Services

Subcategory: Full Compensation Package Review

The methodology previously presented for a base compensation study is the same for a full compensation review (base salary and benefits) with the addition of the collection of benefits elements. For a *total compensation* study, the following elements of total compensation are added to the base salary survey:

- 1) Retirement Contributions - Money paid by the employer on behalf of employees (members). The data are collected for reporting and are included in total compensation calculations.
 - a. Employer Retirement Contribution - CPS HR reports and analyze a stated percentage of salary paid by the employer or the employee at the current point in time. The normal cost rate is collected, which excludes unfunded accrued liability.

- b. Medicare - Contribution rate of 1.45% times the base salary median is used to calculate total compensation, there is no maximum compensation limit.
 - c. Social Security (if agency participates) - Contribution rate is 6.20% of the median compensation and is included in the total compensation calculation.
- 2) Health benefits data are collected for reporting and are included in total compensation calculations.
 - a. Medical, Dental, and Vision benefits, based on the maximum contribution for family coverage (employee + 2 or more dependents)
 - b. Cafeteria Plans (Flex Credit & Health Savings Account)
- 3) These data are collected for reporting purposes only and are not included in total compensation calculations.
 - a. Sick Leave
 - b. Holiday Leave
 - c. Vacation Leave
 - d. Paid Time Off
 - e. Administrative/Management Leave
- 4) Cash Add-Ons are defined as “supplemental pay and benefit components that are equivalent to cash for the employee” and are typically found in a benefit summary document or bargaining agreement. The data are collected for reporting and are included in total compensation calculations.
 - a. Retirement Pick-up (i.e., Employer Paid Member Contribution (EPMC))
 - b. Deferred Compensation (i.e., 457b, 401k, 403b)
 - c. Incentives (only education/certifications, performance)
 - d. Longevity
 - e. Allowances (only vehicle, cell phone, and uniform, as applicable)

Client Responsibilities and/or Pricing Assumptions Associated with Task:

- The client may add other benefits elements, should it desire, at an additional cost.
- The client shall complete a spreadsheet (template provided by CPS HR) detailing the client’s benefits elements and their costs/details.
- Please note that only employer costs are collected; not employee costs.

The benefit data submitted from the labor market agencies will be analyzed quantitatively and qualitatively.

In the quantitative analysis, specific benefits will be incorporated into the base salary data sheets to provide a total compensation analysis. This analysis of program costs will provide the client with an understanding of how the study classes compare against their market when the costs of benefits programs are taken into consideration.

Within these data sheets, four different analyses can be conducted based on how our clients wish to view the data:

1. An analysis of the survey classification's position within the labor market for base salary
2. An analysis of the survey classification's position within the labor market when the cost of cash add-ons is taken into consideration (total cash)
3. An analysis of the survey classification's position within the labor market when the cost of cash add-ons and health programs are taken into consideration
4. An analysis of the survey classification's position within the labor market when the cost of cash add-ons, health program costs, and retirement contributions are taken into consideration (total compensation)

The qualitative analysis will include the general trends and practices of benefits offered across the agencies summarized in tables and provided in an Excel file.

Subcategory: Employee Engagement

In each section below, we describe how we will deliver all required services. Because this will be a highly collaborative effort, we also identify what we propose the Agency's role will be in each phase.

1. Finalize and Plan Engagement Survey

After we have a solid understanding of the Agency's goals and critical issues, we will work with you to finalize the survey instrument and administration process. Our starting point will be CPS HR Institute for Public Sector Employee Engagement™ Survey, carefully constructed questions to measure engagement specifically in the unique environment of the public sector. CPS HR's Institute developed the standard survey questions based on national public sector surveys (U.S., U.K., Canada, Australia) and decades of research on employee engagement. The question selection process included several rounds of polling with a national sample of U.S. government and private sector employees, followed by factor analyses, reliability testing, and validity assessments. We can also help develop questions of interest to the Agency. We will work with the Agency to customize its survey to meet their needs.

Below, as an illustration, are the questions in our survey that comprise our engagement index. We will work with the Agency to finalize the survey, including the demographic questions they decide to include.

Employee Engagement Index (five-point response scale: "strongly disagree" to "strongly agree")

- I would recommend my organization as a good place to work
- I am proud when I tell others I am part of my organization
- I feel a strong personal attachment to my organization
- My organization inspires me to do the best in my job
- I feel comfortable being myself at work
- My organization motivates me to help achieve its mission.

Optional: We will also develop and include up to three open-ended questions.

We also provide a range of benchmarks, including from our online national survey of the U.S. workforce that represents a wide range of industries/occupations and geographic locations. This dataset, available exclusively to our clients, will allow NCTCOG's member agencies to compare their survey results (overall levels of engagement and question-by-question results) to the public sector as a whole; as well as to local government employees, the state and federal government workforces, and private-sector employees. Unlike many other engagement providers, we do not use our client data for benchmarks, and instead provide these high-quality benchmarks from our national poll.

In the section below, we describe the steps CPS HR's Institute will take to work with you to plan and conduct the survey and take action on the results. Unless identified as "optional," all the Institute steps described below are included in our standard package of services. Our optional services are listed and priced in the fee table.

To design the survey, the Institute will:

- Provide our recommended survey questions as a starting point.
- Agree with the Agency on the questions to include in the survey, including demographic questions (e.g., age, tenure), as well as any information tracked in the contact file. The contact file may include up to six organizational or demographic variables tracked on the back end (i.e., the information is linked to the respondent so that they do not have to answer the question in the survey).
- **Optional:** Agree on up to three open-ended narrative questions to include in the survey.
- Provide our communication guide and template, which includes communication suggestions and FAQs, to serve as a basis for a comprehensive communication strategy across the Agency's workforce. **Please note** that the Institute will provide templates and advice, but the Agency will need to finalize any communications.
- Provide instructions for IT to "allow-list" our email invitations to ensure our emails are not diverted due to SPAM filters or network firewalls.
- Program the survey. **Please note** that the standard package assumes an English-only survey.
- **Optional:** Provide a Spanish-language version of the survey.
- **Please note** that survey content is assumed to be an engagement survey with all participants receiving the same questions. This scope of work does not include other types of survey questions or different questions for different groups of employees (e.g., internal customer satisfaction, 360 assessments, or branching/customized logic).

The Agency will:

- Identify a single point-of-contact for the Institute who can make, or coordinate, decisions on this project.
- Work collaboratively with the Institute to finalize the survey, including deciding which demographic questions to include, as well as the open-ended questions to include.
- Decide on any question-level breakout reports (e.g., departments). For smaller units, we will incorporate their results into the Agency-wide report. Reporting needs must be identified at this stage. Results cannot be combined after the survey is conducted.

- Provide an Excel file with accurate employee contact information (name, work email address and organizational/work unit) for each employee. **Please note:** CPS HR's Institute needs to receive the final contact file and approved survey questions on the agreed upon due date. Any subsequent changes to this final contact list – such as additions, deletions or other edits – may incur additional charges at the rate of \$150/hour.
- **Optional:** If paper password invitations are required for employees who do not have work email addresses, they will need to be identified in the contact file. Each of these employees will receive a unique password in a paper invitation. This will allow employees without email addresses to access the survey using the survey link and their password.
- Communicate to employees the cut-off date and who will be included in the survey (e.g., employees who started after the final contact file was submitted will not be included in the survey).
- Communicate about the upcoming survey by all-staff email and other forums (e.g., meetings, posters).
- Work with the Agency's IT to "allow-list" our email domain to ensure our email survey invitations with survey links are not rejected/SPAM filtered.

Conduct the survey kickoff presentation to employees

Our Project Manager or Senior Project Consultant will conduct a survey kickoff presentation with employees and stakeholders you designate. On request, we will brief the Agency's leaders in advance of the survey kickoff presentation. Any presentations may be recorded and shared by the Agency.

During the kickoff presentation, we will discuss the survey and process. We will cover what engagement is, why it matters (the business case for engagement), and actions that other public-sector organizations have taken to improve engagement. We will also emphasize that individual employee survey responses will be confidential; and the importance of communicating across the entire Agency workforce to achieve a high response rate.

The material we cover will also focus on how improving engagement can help the Agency deliver the best possible services to its residents and stakeholders. Responsibilities to prepare for, and conduct, these meetings are as follows:

The Institute will:

- Review background information (e.g., strategic plan/goals) to inform the meeting agenda.
- Work collaboratively with the Agency to set the agenda.
- Conduct the kickoff presentation, which will focus on what engagement is, the business case for improving engagement, examples of actions taken by other public-sector jurisdictions, and the process the Institute and the Agency will use to conduct the survey and act on the results.
- **Optional:** Conduct the kickoff in person, at an additional cost.

The Agency will:

- Schedule the meeting, including inviting key leaders and other critical staff.
- Provide background information and feedback to help finalize the agenda.

2. Administer Survey

To administer the survey, the Institute will:

- Program and test the survey in Alchemer, our online survey administration platform. On request, we can provide technical information/specifications on the survey platform. **Please note:** if required, we can provide a 508-compliant accessible survey for respondents. Some survey question types, or administration techniques, may not be possible if the survey must meet high accessibility standards.
- Send an email invitation with the survey link to all Agency employees, and (if applicable) also provide a file with paper invitations for employees without Agency email addresses. Employees will be able to access the survey through desktop computers, mobile devices and smartphones. In the invitation, we will emphasize that each employee's responses will be confidential. CPS HR's Institute assumes all employees who have access to email or the paper invitation will be able to complete the survey online. **Please note:** This scope of work does not include a paper survey option.
- Provide an email address for employees to contact CPS HR with technical problems.
- Monitor and report on response rates during the survey period, and answer employee technical questions via email. CPS HR's Institute will provide two detailed response rate reports while the survey is being administered, and a final response rate report after the survey closes.
- Send reminder emails to employees who have not yet responded during the survey period.

The Agency will:

- Encourage employees to participate and, if necessary, answer any non-technical employee questions.
- If necessary, make arrangements (e.g., laptops or kiosks) for employees to complete the survey online.
- (If applicable) Print and distribute the paper invitations with passwords. These invitations will be addressed to individual employees. We strongly recommend that the Agency distribute these invitations directly to each employee and ask them to complete the survey immediately.

3. Analyze Results and Provide Recommendations

Our analytical approach applies a range of methods to identify strengths, opportunities for improvement and recommended actions. The CPS HR Institute will deliver a summary of findings report that includes Agency-wide summary scores for level of engagement (i.e., percent of employees who are fully engaged, somewhat-engaged and not engaged).

The Institute will also provide our proprietary benchmarks for overall engagement levels as well as for the individual questions in our survey. These benchmarks are for internal Agency use, to compare the views of Agency employees to other public- and private-sector employees, including in local government. **Please note** that our reporting will incorporate previous survey results as benchmarks if CPS HR's Institute conducted the survey. This scope of work does not include CPS HR analysis or inclusion of any other survey results not conducted by CPS HR.

We will also provide more detailed question-by-question results (i.e., percent positive, neutral and negative) for the Agency overall, and for any breakouts (e.g., departments) through our online tool. The tool will allow the Agency to review, sort and drill down on questions, compare results with various benchmarks, and download the results to Excel or PDF.

The Institute will use regression analysis to identify the questions that have the largest impact (i.e., the key drivers) on the Agency engagement score, provided there are at least 100 responses. We will provide one key driver analysis for the entire Agency.

Optional: We can also provide additional key driver analyses for any department/work unit with at least 100 responses.

In addition, if the Agency chooses to include up to three open-ended questions (an optional service), we will compile and report on the responses from the open-ended (verbatim) survey questions. **Please note** that we will report these open-ended responses un-edited, except we will redact names/self-identification only. Our reporting does not include qualitative or content analysis of the written responses.

CPS HR's Institute will also offer Agency-wide recommendations to take action on key questions from our resource library. These will range from no-cost quick wins to more comprehensive solutions. Our recommendations will be supplemented by lists of resources that include tools, templates, checklists, guides, videos, articles and even books on each key issue.

We believe it is important to share results with employees as soon as possible after the survey closes. Therefore, we will work with the Agency to plan how and when to share overall results with employees. We recommend sharing Agency-wide results with employees within six weeks of the survey closing date, if possible, and breakout results (e.g., departments or organizational units) soon after the Agency releases the overall results.

The Institute will:

- Provide access to our dynamic, online reporting tool that will allow the Agency to conduct deep dives into question-level results for Agency overall, and for each of the breakout groups.
- Produce a PowerPoint Agency-wide overview report.
- Conduct one key driver analysis to determine which survey factors and questions have the largest impact on the Agency-wide employee engagement score.
- Recommend specific actions to improve employee engagement from our recommendations library, linked to the Agency's overall survey results.
- **Optional:** At an additional cost, provide recommendations for action for the organizational units identified for breakout reports. These recommendations will be based on the unit results compared to the overall Agency results.
- **Optional:** Conduct additional key driver analyses for any units with at least 100 responses.
- **Optional:** Add the Agency's overall key driver weights to a unit's breakout report.
- **Optional:** Report the raw open-ended survey question responses with only names redacted.

The Agency will:

- Share the overall results and describe next steps to employees.
- Help protect the Institute's proprietary benchmarks.

- Complete our report access file to identify leaders who need access to the survey results reports. **Please note** that we prefer to grant access for all the identified leaders at one time. We cannot provide access on a rolling (one-by-one) basis. We also assume that only leaders involved in action planning will need access to the online tool reports.
- **Please note:** if any 508-compliant reports are required, the Agency will be responsible for converting any PowerPoint or PDF deliverables to meet its specific needs. The online reporting tool is not 508-compliant because it is dynamic and interactive.

4. Present Results and Take Action

Our Project Manager or Senior Project Consultant will present the Agency overall results in a webcast. On request, we will brief Agency leaders in advance of a presentation to all employees. Any presentations may be recorded and shared by the Agency.

Our analysis and reporting will reveal potential areas for the Agency to focus on to improve employee engagement. Due to the large amount of data and reports that we will deliver, we can help the Agency understand and take action on the survey results, and drill down on the survey results to identify strategies for taking action and improving engagement.

Results Discussions with Department Leaders – As an option, we can offer each department leader (or designee) a customized 1-hour meeting where we will orient them to our online reporting tool, discuss their results, and identify, in consultation with them, the survey questions they may wish to act on. After this meeting, we will send each leader a customized action plan report with a set of possible next steps for each question.

Individualized attention to a department leader's results, combined with our extensive experience advising on action planning, will enable leaders to quickly implement meaningful actions in response to the survey results. An important factor in any engagement initiative is to show employees that their time spent taking the survey was worthwhile because leaders listened and responded to their feedback.

The Institute will:

- Present results in a webcast.
- **Optional:** At additional cost, provide online meetings (1-hour) with department individual leaders over the course of one month. Our Project Manager or Senior Consultant will provide an overview of the department results, discuss next steps for action planning, and provide a customized recommendations report based on these conversations. The action plan recommendations report includes ideas to consider along with resources. This process is intended to be a starting point for action planning. Following each session, each department leader will need to develop and implement their plan.

The Agency will:

- Decide on the actions to improve employee engagement.
- Schedule any presentations or meetings, including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

5. Provide Additional Follow-up Support

Other effective ways to follow up on survey results are to have action planning workshops, focus groups, and individual or team coaching for action planning implementation.

Action Planning Workshops – This structured workshop will help your leaders discuss key survey results and begin to develop action plans. We will provide templates and discuss common challenges. Following the workshop, leaders will need to finalize their own action plans. **Please note** that we use Microsoft Teams for this work. If the Agency prefers a different platform (e.g., Zoom), the Agency will need to provide technical support.

Focus Groups – These facilitated sessions allow small groups of employees to provide candid feedback on key areas highlighted in the survey results as important to the engagement of Agency employees. We will conduct the sessions, sort the confidential responses into categories and summarize the results in a PowerPoint slide deck.

Action Planning Implementation Support Services – For additional support, we assist individual leaders or teams with developing and implementing action plans. Our Senior Consultant will plan a series of five meetings to set goals for the action plan, discuss concerns, and provide guidance.

The Institute will:

- **Optional:** At additional cost, plan and conduct remote action planning workshops (two hours in length each, with up to 20 participants each) with designated Agency leaders and implementation teams to help develop specific actions to address issues identified in the survey.
- **Optional:** At additional cost, plan and conduct remote focus groups (90-minute sessions each, with 6 to 8 employees per group) to drill down on the results and develop recommendations from employees. We will then submit a summary PowerPoint report on these discussions.
- **Optional:** Implementation support services for individual leaders or teams.

The Agency will:

- Identify any implementation concerns and how the Institute may help.
- Schedule any presentations, meetings, or focus groups including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

Subcategory: Training

Following are our approaches and methodologies to Training and Development.

Our Partnership with You

CPS HR becomes a partner with our clients to develop effective solutions to meet desired outcomes. We design creative and relevant engagements for training, coaching, facilitation, or consulting services. We develop effective measures to track participant success in transferring learning and development opportunities into enhanced on-the-job performance. Our project management, practical, learner-centered approach, and quality control mechanisms set us apart and drive the success of our programs.

Project Management

CPS HR's approach to any training and development project is built on developing a productive working relationship with our clients and ensuring our work product is based on adult learning principles, is designed to be experiential and facilitative, and is applicable back on the job.

We are concerned about making sure you receive the training that is needed. To ensure that, the Project Manager, Karen Evans, will monitor the project in the following ways:

- Check-in with an Agency point of contact at intervals during the engagement
- Review the course evaluation scores and comments
- Debrief with the instructor/coaches on a regular basis

In the event that an instructor or coach is not successfully performing the required services, the Project Manager will engage in the following remediation activities:

- Engage in constructive feedback conversations with staff based on subpar evaluations, participant feedback, or point of contact/other stakeholder feedback
- Adjust curriculum, method, or assessment tool
- Remove a staff member from an assignment

When working with our clients on a training and development engagement, we manage the project from start to finish. Our Project Manager serves as the lead and primary point of contact and will be responsible for regular and periodic communications, scheduling the courses or other development activities, overseeing the trainers/consultants/coaches, ensuring any needed adjustments are made, communicating any changes, and all reporting. Ms. Evans, in concert with other CPS HR staff, will provide immediate feedback to the Agency Project Manager regarding all customer requests for new or additional services or to lodge complaints.

Upon contract award, CPS HR will convene a stakeholder meeting to further define the Agency's expectations, discuss timelines and schedules, review curriculum, discuss any needed customization, and outline tasks and responsibilities.

Scheduling will be based on the Agency's need and coordinated by the Project Manager with an Agency point of contact. We can provide classes at the Agency's location in-person or as live, virtual instructor-led training. If in-person, the Agency will provide the venue with tables, chairs, and equipment such as an LCD projector, and a laptop. If virtual, CPS HR will utilize our delivery platform, Zoom or MS Teams, to deliver the training.

Prior to each event, our trainer will contact the Agency point of contact to confirm logistics and discuss any final details. CPS HR will brief our instructors prior to the delivery of any training on the Agency's location policies and procedures, including emergency procedures, non-competition agreements, ergonomics, paper conservation, evaluations, and sign-in rosters. **Course materials are all electronic.**

If in person, on the day of the event, our trainer will arrive 30 minutes prior to the start time to set-up. For a scheduled session, the instructor will incorporate appropriate breaks and adjust times to meet the needs of the audience. The CPS HR instructor shall provide the training for the entire time allocated for each class unless otherwise instructed by the Agency. The trainer is responsible for obtaining signatures on the roster and providing the original to the Agency. If virtual, the instructor will be online a minimum of 15 minutes in advance of the scheduled start time.

Upon course completion, the link for the online course evaluation will be sent to each participant. Electronic Certificates of Completion will be sent following verification of successful course completion. Participant comments are used to evaluate and improve any future class offerings.

Learner-Centric Training and Development

CPS HR's approach to learning and development is well-aligned to the Agency's training and development principles of:

- Clear Leadership Commitment
- Effective Content that is Well Designed
- Engaging Delivery
- Online Delivery

CPS HR's learning and development approach and philosophy is one of life-long learning focused on the learner, supporting growth and development at every stage in their career – from first job through job transitions and promotions. Our methodology is grounded in adult and active learning principles and engages learners in practical, application-based curriculum that can be immediately applied back on the job – learn today, apply tomorrow.

Online, self-paced and live virtual training, mixed with instructor-led classroom training is a powerful blend of delivering learning experiences that are meaningful and impactful, and that make the best use of instructor expertise and technology.

We are committed to continuous improvement and actively use the formal and informal feedback from training classes and programs to adjust and improve delivery and content. Our mindset is to try new approaches and to test and pilot. When we deliver less than expected, we learn from those missteps and grow and improve.

Learning and Development Methodology

CPS HR's approach to learning and development is grounded in adult learning principles (Knowles, Holton and Swanson, 2015)⁶ within a framework of active learning. Our instructors are skilled in the use of active learning using multiple and varied approaches to training to engage participants in the training course/program. Our courses are highly interactive and participatory, and de-emphasize lecture with a learner-centered approach utilizing:

- Case Studies and Scenarios
- Paired and small-group work
- Dialogue, Debate, Small Group and Whole Group Discussion
- Check Your Knowledge quizzes and assessments, and more
- Experiential learning
- Problem-based learning

We understand that adult learners need to be actively involved and engaged in their professional development. Our expert instructors promote dialogue, reflection, and application in their integrative approach leading engagement in the material and retention. They understand that to involve participants in the learning experience, learning must:

1. Be relevant to the experience and/or prior knowledge of the participant
2. Engage learners in exploration and discovery
3. Ask learners to actively apply and practice the content with a case study, simulation or other activity where they transfer and apply concepts, ideas, and content
4. Be learner-centered where participants are applying and transferring material to solving real-world, relevant situations

In designing curriculum, CPS HR utilizes the ADDIE model of instructional design in conjunction with backwards design and incorporates varied curricular and instructional activities (Gardner, 1993; Gagne, 1985; Dunn, 2000; Kolb, 1984)⁷ and presentation methods to accommodate learning styles and preferences and level of training.

⁶ Knowles, M. S., Holton, E.F., & Swanson, R. A. (2015). *The Adult Learner: The definitive classic in adult education and human resource development* (8th Ed). New York: Routledge.

⁷ Dunn, R. (2000). Learning styles: Theory, research, and practice. *National Forum of Applied Educational Research Journal*, 13 (1), 3-22.

Gagne, R. (1985). *The Conditions of Learning* (4th Ed.). New York: Holt, Rinehart & Winston.

Gardner, H. (1993). *Frames of mind: The theory of multiple intelligences*. New York: Basic Books.

Kolb, D. A. (1984). *Experiential Learning: Experience as the Source of Learning and Development* (Vol. 1). Englewood Cliffs, NJ: Prentice-Hall

Quality Control and Evaluation of Training

CPS HR's process to evaluate program success and effectiveness is modeled on Kirkpatrick's (2016)⁸ four-step training evaluation model. CPS HR will develop an evaluation process in collaboration with the Agency to assess: (i) Reaction to the training; (ii) Learning; (iii) Behavioral changes (need as determined by the Agency); and (iv) Impact of the training (on organizational results) (need as determined by the Agency).

1. The first step includes immediate feedback after each training session. This will be accomplished through a survey at the end of each training session. The survey may ask participants about the instructor, the materials, how the training could be improved, etc. Our goal is 4.5 on a scale of 1-5 with 5 being the highest rating.
2. The second step includes transfer of learning. In this step, we want to assess changes in knowledge, skills and/or attitudes. The learning outcomes for the training course are the starting point for this evaluation step. One way this might be evaluated is through a pre- and post-assessment.
3. The third step is to develop a strategy to monitor and evaluate the effectiveness of the training in the long-run through application of skills 'back on the job' in professional practice. This might be accomplished with a follow-up survey, three to six months after the cohort training program or might also encompass interviews or observations.

This higher-level evaluation looks at: (i) Is the training being put to use? (ii) Are participants able to teach their new knowledge to others? (iii) Is there an awareness, by the trainee, that their behavior has changed?

4. The fourth step involves evaluating results – impact on the organization. This step is time-consuming and costly. A key to success to the fourth level of evaluation is determining, at the outset, the business or organizational results to evaluate. Outcomes to consider might include: (i) Higher morale; (ii) Increased customer satisfaction or fewer complaints; (iii) Higher quality; and (iv) Improved employee retention.

NCTCOG member agencies are fortunate to have in their backyard a training agency with full service consulting and training services for public sector clients. As our Course Catalog reveals, CPS HR offers training on all the topics for which you are requesting services, each of which can be customized to your on-site training requirements. You can view a copy of our current catalog using the following link: [2023-2024 CPS HR Training Catalog](#).

This distinctive combination of sound experience and availability of services provides a tremendous advantage to the Agency who can draw on a large and highly qualified cadre of certified trainers and consultants particularly adept at tailoring training topics to fit your needs. In addition to the executive coaches, trainers, and consultants available to you from our Northern California office, CPS HR partners nationally with other experts to draw upon to further customize your particular training or organizational development needs.

⁸ Kirkpatrick, J. D., and Kayser-Kirkpatrick, W. (2016). *Kirkpatrick's Four Levels of Training Evaluation*. Association for Talent Development.

Offering services exclusively to public sector agencies, CPS HR has substantial experience working with cities and counties throughout California; the State of California, special districts, and other public service agencies. This gives us tremendous insight into the complexities and challenges inherent in all government operations that translates into relevant curriculum and instructional delivery.

Subcategory: Testing and Assessment

Produce Written Exams

CPS HR understands that during the course of this project, we may provide employment exams to the Agency that will determine the knowledge, skills, and abilities for each job candidate and position being tested.

CPS HR's test rental catalog offers more than 50 types of multiple choice entry-level and promotional employment tests for a wide range of public agency positions including public safety (i.e., fire service and law enforcement), clerical, professional, skilled trades, and other para-professional positions. These exams are developed to meet the most stringent psychometric standards and are frequently updated to ensure content relevance as well as to prevent overexposure. They can easily be administered online, and we can provide options for remote proctoring of online exams.

Our team will work with you to help create tests that measure the potential success of your candidates. When ordering tests, job analysis data should help you select the appropriate test for the job. CPS HR will work closely with Agency personnel in reviewing test materials to ensure relevancy to the position in question. This may include the Agency reviewing materials with incumbent subject matter experts as well as collecting job analysis data to support the use of the testing material for the specific positions. In all phases, CPS HR consultants will be available to assist with professional guidance to ensure a high quality, professionally acceptable test process.

- **Free Review Copies.** At any time prior to ordering, CPS HR will provide copies of the exam for the Agency to review for job relatedness.
- **Printing and Delivery.** CPS HR will print and deliver the examinations and other materials (proctor's report, proctor's manual, scoring manual, answer sheets, etc.).
- **Online Testing.** Exams are available to administer online if the Agency prefers.
- **Test Rental and Scoring.** CPS HR will score all exams administered by the Agency and will provide relevant statistical data and reports, including special reports requested by the Agency. All score reports will be provided via email within 48 hours; score delivery can be expedited upon request. If the Agency prefers to score on-site, a key sheet or plastic scoring overlay will be provided.
- **Test Development and Validation.** CPS HR prides itself on exceeding the highest professional standards for its exams. All CPS HR stock exams are based on a content validation approach. The tests developed for and provided to the Agency will conform to all applicable state and federal laws for test development and validation.
- **Pass Point Setting.** Prior to the administration of the written examination, CPS HR can assist the Agency with developing a suggested pass point by using an Angoff procedure.

Online (Electronic) Exams

Online test format is available for most examinations. Online exams are designed to be administered in a proctored setting. Benefits of our online testing program include:

- Easy materials handling - no hard copies to ship, track, and inventory
- Automated scoring for easy and fast results
- Online and/or in-person proctoring

REMOTE PROCTORING

If you do not have access to a bank of computers, CPS HR has a partnership to provide remote proctoring, which uses a webcam to enable live proctoring of an online exam from a place of the candidate's choosing.

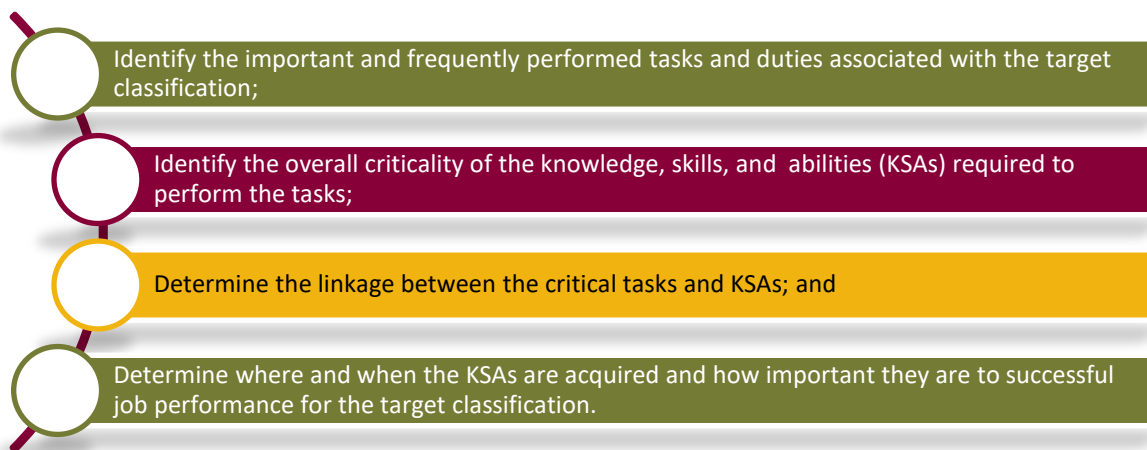
UNPROCTORED TESTS

CPS HR offers a limited number of tests that are available to be administered in an unproctored setting.

Job Analysis

While there is no single correct method for conducting a job analysis, certain requirements must be met if the results of the job analysis will be used for making employment decisions, including establishing criteria for applicant screening, hiring, promotions, and job training. The process outlined below follows all applicable legal standards and best practice in the field of employment selection, most notably, the federal *Uniform Guidelines on Employee Selection Procedures*.

CPS HR's experience with job analysis is extensive, typically following a task-based methodology (designed to comply with all prevailing technical standards and legal guidelines) that ensures completeness and legal defensibility such that the job analytic data can withstand scrutiny of challenge and/or question as to its application in any testing process. CPS HR has used this task-based methodology with literally hundreds of state and local government clients. For purposes of this proposal, it is assumed that the job analysis will generally follow this methodology. The purpose of a job analysis is to do the following:



In accordance with best practice as outlined above and in the *Uniform Guidelines on Employee Selection Procedures*, the following job analysis steps, for each classification level, will be performed for the Agency.

Step 1 – Review of Background Materials

CPS HR will request background information such as classification specifications, duty statements, job descriptions, organizational charts, and any other relevant documentation relating to the classifications under study. Information contained in these documents will be used to gain an initial understanding of the classifications to guide the data collection process, and to develop draft lists of task and KSA statements.

Step 2 – Incumbent Interviews

CPS HR will conduct phone interviews with a sample of current job incumbents and/or supervisors to obtain information regarding typical job duties, job requirements, and the work context. The information obtained in these interviews will be utilized to revise the draft lists of task and KSA statements, per classification, as necessary. The number and extent of these job interviews depends on the variability in the work performed across the incumbent populations, the number of different functional areas or working titles within a classification, the availability of job incumbents to participate, and the extent to which these activities can occur with little disruption to the interviewee's work.

Step 3 – Statement Development with Subject Matter Experts

CPS HR will meet (virtually) with a group of SMEs, per classification title, to review and finalize the task and KSA statements developed in Step 1 and revised after Step 2. A group of SMEs typically consists of approximately four to six current job incumbents and approximately two first-level supervisors; however, this will be tailored as necessary to ensure adequate representation based upon the number of incumbents within each of the classifications. CPS HR consultants will work with LACERA to identify appropriate SMEs. There will be a need for up to three meetings per classification title for this endeavor. Follow up via email or phone with the SMEs may be necessary to finalize the task and KSA statements.

Step 4 – Develop a Job Analysis Questionnaire

CPS HR will develop a job analysis questionnaire, per classification, to obtain ratings of the task and KSA statements finalized in Step 3. The task statements are rated on numerical rating scales according to the frequency with which the tasks are performed on the job, and the importance of each task to overall job performance. The KSA statements are rated according to how important each KSA is for successfully performing the job, and whether each KSA is needed upon entry into the classification, or if it can be learned over time on the job. KSA statements are also rated on whether possessing more of the KSA would lead to better performance on the job.

Step 5 – Distribute the Questionnaire

The job analysis questionnaire, per classification, will be distributed via a web-based survey platform to all incumbents and first-level supervisors to ensure that all incumbents and first-level supervisors have the opportunity to provide input, and to better ensure a representative sample in the final data set.

Step 6 – Questionnaire Data Analysis

CPS HR will analyze the questionnaire rating results using statistical procedures to determine the percentage of incumbents performing each task, the frequency with which the tasks are performed, the relative importance of job tasks and KSAs, and which KSAs are needed upon entry or promotion, and therefore, appropriate to use in selection processes, per classification.

Step 7 – Linkage Analysis

A linkage analysis is a specific requirement set forth in the *Uniform Guidelines on Employee Selection Procedures* for demonstrating the content validity of selection processes resulting from job analytic results. CPS HR consultants will identify all of the KSAs that are assumed to be necessary for performing each of the retained tasks. These preliminary task-KSA linkages will be presented to a group of SMEs in a virtual meeting, and the SMEs will be asked to review the preliminary linkages to determine their accuracy, and to add additional linkages as necessary. This meeting will last approximately one hour, per classification, with an additional approximate two to three hours asked of the SMEs for an independent review of the linkage materials.

Step 8 – Job Analysis Report

CPS HR will prepare a final report, per classification, fully documenting the job analysis process and containing all results of the job analysis. The report will conform to the specific documentation requirements stated in the federal *Uniform Guidelines on Employee Selection Procedures* for establishing the integrity of the job analysis data and for demonstrating the content validity of tests subsequently developed on the basis of the job analysis results.

Project Activities Schedule

Service Category #1: Consulting Services

The CPS HR Internal Project Manager and the client will discuss varying approaches to customize a timeline after the initial kick-off meeting. CPS HR recommends a structured timeline that can be flexible to accommodate varying factors in achieving set milestones.

Our classification study timelines are based upon the assumption that

- The client is able to enforce orientation, PDQ deadlines, and the interview schedule within the designated timeframe
- The client will be able to review, comment on, and approve study products within agreed upon deadlines
- Upon full contract execution, CPS HR is available to begin the work upon full contract execution after a mutually-negotiated date

Our compensation timelines are based upon the assumption that

- Selected labor market agencies will provide the information required within the specified timeframe
- The client will be able to review, comment on, and approve study products within agreed upon deadlines
- The compensation study will begin after the classification specifications resulting from the classification study have been finalized

We understand the urgency and importance of these initiatives, and we are committed to working diligently to expedite timelines wherever feasible, leveraging our expertise and resources to ensure that projects stay on track. While external factors may introduce complexities, our proactive approach allows us to streamline processes, delivering results in a timely manner.

Classification Plan

Classification Plan - Sample Timeline (Not an Exact Timeline)	Week #'s
Receive and Review Client's Background Materials; Internal Project Set-up	1-3
Initial Project Meeting with Client	4
Develop Job Evaluation Tool; Obtain Approval from Client and Finalize; Program PDQ parameters	5-6
Conduct Orientation(s) with Participants; Distribute Link to PDQ	7
PDQ Completion Window by Incumbents	8-10
Receive and Inventory PDQs/Implement Supervisor Review and Approval Process	11-13
Review Completed PDQs and Supervisor Comments; Select Interviewees and Develop Questions	14-16
Send Link to Incumbents for Interview Scheduling	17-18
Conduct Incumbent Job Evaluation Interviews; Select Supervisors for Interviews	19-21
Send Link to Supervisors for Interview Scheduling	22
Conduct Supervisor Interviews	23-24
Analyze Classification Data	25-26
Present Draft Preliminary Findings	27
Client Review, Commentary, and Approval	28
Revise Classifications Specifications	29-32
Client Review Period of Draft Classification Specifications	33-35
Finalize Classification Specifications	36-37
Create Incumbent Allocations	38-39
Client Review Period of Incumbent Allocations; Finalize	40-41
Prepare, Submit, and Present Classification Report	42-43

Compensation Plan

Compensation Package Review - Sample Timeline (Not an Exact Timeline)	Week #'s
Receive and Review Client's Background Materials; Preliminary Discussion of Possible Labor Market Agency Pool and Benchmark Selection; Conduct Research	1-3
Initial Project Meeting, Labor Market Agency and Benchmark Selection	4
Design, Develop, and Distribute Survey Instrument	5
Collect and Validate Labor Market Survey Data	6-8
Conduct Job Matching	9-11
Client Review and Feedback of Matches, Finalize and Obtain Client Approval	11-13
Design and Develop Data Spreadsheets	14-15
Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	16-17
Prepare Draft Compensation Report	18-19
Client Review of Draft Compensation Report and Salary Recommendations/Provides Feedback, Finalize and Obtain Client Approval	20-21
Research and Resolve Issues/Prepare and Present the Final Compensation Report	22

Service Category #2: Optional Ancillary Services

Subcategory: Full Compensation Package Review

Full Compensation Package Review

Compensation Package Review - Sample Timeline (Not an Exact Timeline)	Week #'s
Receive and Review Client's Background Materials; Preliminary Discussion of Possible Labor Market Agency Pool and Benchmark Selection; Conduct Research; Discuss Benefits Elements	1-3
Initial Project Meeting, Labor Market Agency and Benchmark Selection	4
Design, Develop, and Distribute Survey Instrument	5
Collect and Validate Labor Market Survey Data	6-8
Conduct Job Matching	9-11
Client Review and Feedback of Matches, Finalize and Obtain Client Approval	11-13
Design and Develop Data Spreadsheets	14-15
Conduct Benefits Analysis	16
Conduct Internal Equity Analysis/Prepare Draft Salary Recommendations	17-18
Prepare Draft Compensation Report	19-20
Client Review of Draft Compensation Report and Salary Recommendations/Provides Feedback, Finalize and Obtain Client Approval	21-22
Research and Resolve Issues/Prepare and Present the Final Compensation Report	23

Subcategory: Employee Engagement

Phase	Included Services (Standard Package)	Optional Services
1. Finalize and plan engagement survey, conduct kickoff presentation (Weeks 1 – 6)	<ul style="list-style-type: none"> Tailor and finalize the survey and process Develop survey plan and milestones Provide communication guide Program the survey in English Conduct one webcast kickoff presentation 	<ul style="list-style-type: none"> Include up to 3 open-ended questions Conduct additional kickoff presentations Conduct in-person kickoff presentation (instead of webcast)
2. Administer survey (Weeks 6 – 8)	<ul style="list-style-type: none"> Launch survey by sending email invitations with individual survey links to all employees Monitor response rates and send 3 response rate reports Send email reminders to employees Answer employee technical questions via email 	<ul style="list-style-type: none"> Provide password invitations for employees without work email addresses (agency to print and distribute)
3. Analyze results/provide recommendations	<ul style="list-style-type: none"> Provide results reports (summary of findings PowerPoint and any organizational/work unit question-level reports included in the standard package) 	<ul style="list-style-type: none"> Deliver additional breakout reports

Phase	Included Services (Standard Package)	Optional Services
(Weeks 9 – 14)	<ul style="list-style-type: none"> • Provide 1 agency-wide key driver analysis • Provide action recommendations for the agency overall 	<ul style="list-style-type: none"> • Provide additional key driver analyses • Provide additional customized recommendations reports (no meeting included) • Provide results discussion meeting and customized recommendations report
4. Present results and take action (Week 15)	<ul style="list-style-type: none"> • Present results via webcast 	<ul style="list-style-type: none"> • Conduct additional results presentations (webcast) • Present results in person (instead of webcast) • Provide results discussions and customized recommendations
5. Provide additional follow-up support (Weeks 16 – 24)	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • Deliver action planning workshops • Conduct focus groups • Implementation support for an individual leader (5 remote meetings, with preparation and follow-up time)

Subcategory: Training

Sample Work Plan and Schedule

CPS HR can schedule an off-the-shelf course in as little as eight weeks upon a fully executed contract with the Agency. For a customized course or other development activity, 12 – 16 weeks is realistic depending on the amount of customization required.

Following is a sample work plan illustrating how CPS HR will work with the Agency to design, develop, and deliver a training program or series of courses.

Sample Work Plan: Training

Task	Deliverable
Phase 1: Scheduling and Curriculum	
1. Kick-off meeting with the Agency and CPS HR to define expectations, review desired courses, discuss goals and learning objectives, and discuss timeline and schedules	<ul style="list-style-type: none"> Proposed work plan Course materials for review
2. Curriculum/Content Meetings (as needed) <ul style="list-style-type: none"> Set up meetings with stakeholders to gather additional information needed to tailor curriculum Ensure courses meet the learning objectives, current, easy to navigate and use in the classroom 	<ul style="list-style-type: none"> Draft curriculum
3. Work with the Agency to tentatively schedule of classes or other services	<ul style="list-style-type: none"> Draft schedule
4. Any needed curriculum changes are completed	<ul style="list-style-type: none"> Finalized curriculum
Phase 2: Prepare for Training Program	
1. Schedule courses	<ul style="list-style-type: none"> Final course schedule
2. Electronic course materials are produced and made available to the Agency for dissemination to participants	<ul style="list-style-type: none"> Quality course materials
3. Instructor contacts the Agency contact 5 to 7 days prior to the training day to confirm logistics and dissemination of course materials	<ul style="list-style-type: none"> E-mail/phone communication
4. Instructor preparation	<ul style="list-style-type: none"> Prepared instructors
Phase 3: Deliver Program	
1. CPS HR instructor sets up equipment needed for the course, i.e. laptop and projector (if in-person training)	<ul style="list-style-type: none"> A prepared classroom
2. Deliver class sessions as scheduled	<ul style="list-style-type: none"> Successful delivery of class
3. Approved training roster is completed (if in-person); Virtual platform attendance record.	<ul style="list-style-type: none"> Completed roster

Task	Deliverable
Phase 4: Class Completion Activities	
1. Disseminate Training Evaluation link or QR code to each student before the completion of the class	<ul style="list-style-type: none"> Completed end of course evaluations
2. Distribute Electronic Certificates of Completion	<ul style="list-style-type: none"> Distributed certificates
3. Instructor to tidy room (if in-person)	<ul style="list-style-type: none"> Clean training room
Phase 5: Manage and Administer Program	
1. CPS HR project manager will engage in regular and periodic communications	<ul style="list-style-type: none"> Feedback sessions Reports if requested
2. Update material (as needed)	<ul style="list-style-type: none"> Up to date training materials

Subcategory: Testing and Assessment

Produce Written Exams

Typical ordering time for off-the-shelf exams is 10-15 business days prior to the test date. The agency ordering exams must have a Test Rental Agreement on file to place a test order. If the agency chooses to have CPS HR score the examination, scores will be provided within 2 business days of receipt of answer sheets (online exam scores can be provided immediately after candidate submission).

Job Analysis

Step 1 – Review of Background Materials

Typical Completion Time: One to two weeks, per classification title.

Step 2 – Incumbent Interviews

Typical Completion Time: Approximately two weeks for all classification titles, depending on the number of interviews, and interviewee's availability.

Step 3 – Statement Development with Subject Matter Experts

Typical Completion Time: Two weeks per classification, depending on SME availability.

Step 4 – Develop a Job Analysis Questionnaire

Typical Completion Time: Questionnaire development one week, per classification title.

Step 5 – Distribute the Questionnaire

Typical Completion Time: Approximately two weeks, per questionnaire. The questionnaire response period may have to be extended until the response rate meets an acceptable response rate that ensures sufficient representation of the classification under study.

Step 6 – Questionnaire Data Analysis

Typical Completion Time: One to two weeks, per classification depending on the complexity of the data and responses.

Step 7 – Linkage Analysis

Typical Completion Time: One to two weeks, per classification, depending on SME availability.

Step 8 – Job Analysis Report

Typical Completion Time: Two weeks per report.

- c. **Provide a detailed description of the firm’s approach to overall project management, allocation of resources, and integration of all activities potentially required by the Scope of Work.**

Project Management Approach

CPS HR is convinced that the key ingredient to a successful consulting assignment is an effective combination of sound project management procedures, high-quality project team members, and good customer service. Effective project management is required to provide for the orchestration and timely flow of activities, an ongoing feedback and adjustment mechanism, and the judicious use of time. Our project management process includes three primary components.

- Providing ongoing monitoring and control of project activities. Unforeseen developments or changes in circumstances may warrant changes in emphasis, revisions to the approach in certain areas, or other modifications of planned work activities. Active project management provides greater assurance that such redirection will occur when warranted by circumstances.
- Ensuring the optimum management of the time available to complete the project. Effective time management is a skill required of experienced professionals. Sound project management can optimize the overall effectiveness of the project team's efforts and provide a greater assurance of meeting milestones and budgets.
- Providing for the continuous reinforcement of the project's objectives. A major role of project management is to ensure that the consulting team consistently adheres to the proper perspective in facilitating the project.

CPS HR is dedicated to the commitment of its full complement of resources for the success of all projects. The team members who will be working on this project will be readily accessible and are committed to meeting all deadlines and scheduled timeframes.

Provide Oversight and Quality Assurance

We are committed to meeting the highest professional standards of quality. Team members are selected for their relevant experience and professional maturity in dealing with project environments such as this. Each will spend an appreciable portion of his or her effort in the review, constructive challenge, and direction of assigned responsibilities.

Our quality assurance procedures include executive level and/or independent peer review of results and progress on a scheduled basis by senior professionals or technical advisors. These individuals provide a critical challenge to the direction and results of project efforts to ensure the project is comprehensive in its breadth and thorough in its depth.

Peer review of engagement reports and documentation is critical to our success. At least one knowledgeable person other than the consultant preparing the document/product must review, critique, and understand the document/deliverable before it is considered ready for delivery to the client. CPS HR's Project Manager is directly involved in preparing and submitting project deliverables. No documents or materials of any kind are delivered to the client without the Project Manager's review and approval.

We firmly believe the most important factors in ensuring the highest quality of client satisfaction are the commitment the consultant brings to the engagement and the experience of the firm and the individual consultants working on the engagement.

Respond in a Timely Manner

Beyond the communication capabilities and routine project management practices identified above, our project team also has the depth and breadth necessary to meet time requirements of projects. It is our policy to make the best possible use of working time both on- and off-site. Our work schedules are completely flexible. Furthermore, as part of our practice, client calls and e-mails will be addressed no later than 24 hours upon receipt, if not earlier.

Meet and Exceed the Client's Expectations

The vision and values of CPS HR as an organization and for all of its personnel is centered around two primary values.

- **Satisfy the Client.** We will exceed client expectations whenever possible. We commit to quality and will assure that feel they have received a valuable service or product for the fee paid.
- **Value Ethical Behavior.** We model and reinforce honest and ethical behavior in all business relationships, including interactions with the Board members, clients, CPS HR staff, vendors, and the general public.

Our goal, therefore, is to ensure that our project team will meet or exceed your expectations for all phases of the project, and we will work diligently with your staff to meet fully the objectives of the project. We intend to accomplish this through our combination of sound project management procedures, good customer service, and solid communication strategies.

Our Communication Model

CPS HR Consulting recognizes that the success of any project depends upon the ability of the consulting team to develop and maintain effective working relationships with the Client's Project Representative, management, employees, and other key stakeholders. Throughout the project, we envision collaborating with the Client's Project Representative to maintain open lines of project communications and to develop a shared understanding of project needs, goals, and objectives.

CPS HR Consulting considers that open and consistent communication with project stakeholders is a key element of project acceptance and success. For that reason, the work plans presented by CPS HR Consulting contains multiple communication points with the Client and its employees including:

- Initial project meetings
- Workshops and focus group sessions with key stakeholders

- Bi-weekly or weekly scheduled Project Meetings (Via e-mail or teleconference)
- Employee Orientation Sessions
- Ad-hoc teleconference meetings with the Client Project Representative, and other designated stakeholders, as requested
- On-site meetings to present project deliverables

Progress Reporting Procedures

When a project begins, one of our first activities is to ensure that we have an accurate estimate of the level of effort required of each professional. These estimates are used to monitor the progress of each consultant against the work plan and project schedule. On a weekly basis throughout the project, professional hours are collected, accumulated, and distributed against project tasks so we can compare actual with budgeted performance.

An additional element related to the area of project control is the role of the Project Manager in monitoring the field work. The Project Manager is continuously involved in the review of ongoing activities to ensure that cost, schedule, and quality objectives are met. The Project Manager maintains frequent communication with project team members to coordinate ongoing activities and exchange pertinent information.

Periodic progress reports are another element of our project management and control system. The objective of project management is to provide close control and management of the team's efforts. It is our practice to provide the client with verbal interim progress reports based upon our project tracking. Ongoing written reports covering all services rendered to date will be provided monthly, and a year-end written report summarizing services provided for the contract year will be provided annually.

d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Scope of Work.

At CPS HR, our approach to managing authority, responsibility, and responsiveness is structured yet flexible, ensuring both effective project management and adaptability to evolving project needs.

■ Lines of Authority and Responsibility:

Our proposed project teams are organized in a clear hierarchy, designed to optimize communication and decision-making. For each service, at the helm is the Project Manager, serving as the primary point of contact and responsible for overall project oversight. The Project Manager is supported by a team of specialists, each a leader in their respective field, ensuring expert input across all project facets. This team structure ensures clear lines of authority and responsibility, with each member fully aware of their roles and the expectations set forth.

■ Responding Proactively to Problems:

We emphasize proactive problem-solving. Our Project Manager conducts regular review meetings to monitor progress, identify potential issues, and implement preemptive measures. In the event of unforeseen problems, we have a robust escalation protocol. Issues are promptly escalated to the appropriate level of management within our firm, ensuring swift and effective resolution.

■ Adapting to Changes in the Scope of Work:

Our approach to changes in the Scope of Work (SOW) is rooted in agility and open communication. We understand that project requirements can evolve, and our team is prepared to adapt swiftly. Any changes in the SOW are thoroughly analyzed by our Project Manager in collaboration with the client and the project team. We assess the impact of these changes on the project timeline, budget, and quality, and propose adjustments accordingly. Our aim is to ensure that any modifications are seamlessly integrated into the project plan, with minimal disruption to the ongoing work.

In summary, our firm is committed to delivering a well-managed project, characterized by clear lines of authority, proactive problem-solving, and adaptability to changes.

3. Describe your invoicing process. Is payment by credit card accepted? Progress payments? Is a deposit required?

Payments and Billing Process

CPS HR Consulting is flexible with payment options via check to our Wells Fargo lockbox, EFT/ACH and/or credit card processing. Accepted credit cards include Visa, MasterCard, and American Express.

CPS HR's standard practice is to invoice monthly for T&M and deliverable-based projects and/or upon completion for fixed fee projects. Our Finance Team works in conjunction with the CPS HR project manager regarding deliverables and/or project completion to invoice according to contract terms. Depending on client preference, invoices are mailed, emailed or submitted electronically to the client's A/P site for processing. CPS HR is flexible with the billing process if a client has special requirements for fiscal year-end timing, approval processes, or payment terms. No deposit is required.

Standard Payment Terms – Net 30

4. Review the pricing categories identified in Exhibit 1 of this RFP. Are there any category items that you cannot offer, or are there additional optional pricing categories that you wish to offer for consideration?

There are no category items that we cannot offer, and we have provided our standard pricing for each service we have proposed.

5. Designate and provide names of specific contact person(s) for the following phases: (1) proposal evaluation process (2) contracting process (3) contract administration (primary point of contact for receiving orders from participating agencies).

Contacts Information	
(1) Proposal Evaluation Process and (2) Contracting Process	Vicki Quintero Brashear, Director, Products & Services (916) 471-3418; vbrashear@cpsshr.us
(3) Contract Administration	Dimple Patel, Contracts Coordinator (916) 471-3363; dpatel@cpsshr.us

APPENDIX A.1
Pricing for TXShare Cooperative Purchase Program Participants

Tab E - Proposal Pricing

Service Category #1: Consulting Services

NOTE: Final pricing will depend on each organization's specific needs and selection of services. A fixed fee cost will be developed based on the hourly rates below.

Staff Member	Hourly Rate
Project Manager/Technical Specialist	\$155
Principal Consultant	\$150
Principal Program Coordinator	\$145
Senior Consultant	\$130
HR Consultant/Program Coordinator	\$115
Administrative Technician/Associate HR Consultant	\$105
Office Assistant	\$95

Service Category #2: Optional Ancillary Services

Subcategory: Full Compensation Package Review

Same as Service Category #1: Consulting Services

Subcategory: Employee Engagement

NOTE: Final pricing will depend on each organization's specific needs and selection of optional services

# Employees Total	# Key driver analysis*/ recommendations report	# Online breakout reports	Standard Package Price (First Survey)	Option: Up to 3 open-ended comments (reported verbatim, no analysis)	Option: Paper password invitations**
0-99	0*	Up to 5	\$10,500	\$430	\$420 (up to 50)
100-499	1	Up to 10	\$11,920	\$540	\$460 (up to 250)
500-999	1	Up to 20	\$12,890	\$700	\$520 (up to 500)
1,000-1,999	1	Up to 20	\$13,420	\$940	\$640 (up to 1,000)
2,000-2,999	1	Up to 20	\$13,950	\$1,200	\$750 (up to 1,500)
3,000-3,999	1	Up to 20	\$14,480	\$1,470	\$870 (up to 2,000)
4,000-4,999	1	Up to 20	\$15,000	\$1,740	\$990 (up to 2,500)
5,000-5,999	1	Up to 20	\$15,530	\$2,000	\$1,100 (up to 3,000)
6,000-6,999	1	Up to 20	\$16,060	\$2,270	\$1,220 (up to 3,500)
7,000-7,999	1	Up to 20	\$16,600	\$2,530	\$1,340 (up to 4,000)
8,000-8,999	1	Up to 20	\$17,120	\$2,800	\$1,450 (up to 4,500)
9,000-9,999	1	Up to 20	\$17,650	\$3,070	\$1,570 (up to 5,000)
10,000-10,999	1	Up to 30	\$18,890	\$3,330	\$1,690 (up to 5,500)

*100 responses required for key driver analysis / **Agency to print and distribute

Additional Survey Options (Fixed Fee):

- Spanish language option not included. Additional cost for Spanish survey translation -- \$1,500.
- Additional kickoff or results presentations (1-hour each, remote) -- \$450.
- Additional online breakout reports* -- \$100 per report. **Must be included in the contact file. Does not include new analysis or combinations of results after the survey is conducted.*
- Standard package includes one recommendations report overall. Additional recommendations reports -- \$150 per report.
- Additional key driver analysis (includes weights added to the report) --\$650 per analysis.
- Key driver weights added to an online report for a breakout unit (i.e., the breakout “inherits” the weights for the organization overall) -- \$100 per report.
- Results discussion meeting (1-hour, remote, includes customized recommendations report) -- \$500 per meeting + recommendations report.

Additional Follow-up Support Services (Time & Materials):

Service	Hourly Rate	Estimated Hours*
Action Planning Workshops	\$230	Minimum 15 hours for one session
Focus Groups	\$230	Minimum of 30 hours for three focus groups
Action Planning Implementation Support Services	\$250	Minimum of 10 hours for a series of five meetings with one leader or team

**Final number of hours depends on the agency's specific needs, such as number of planning or follow-up meetings required, number of sessions, or number of focus group presentations*

Travel

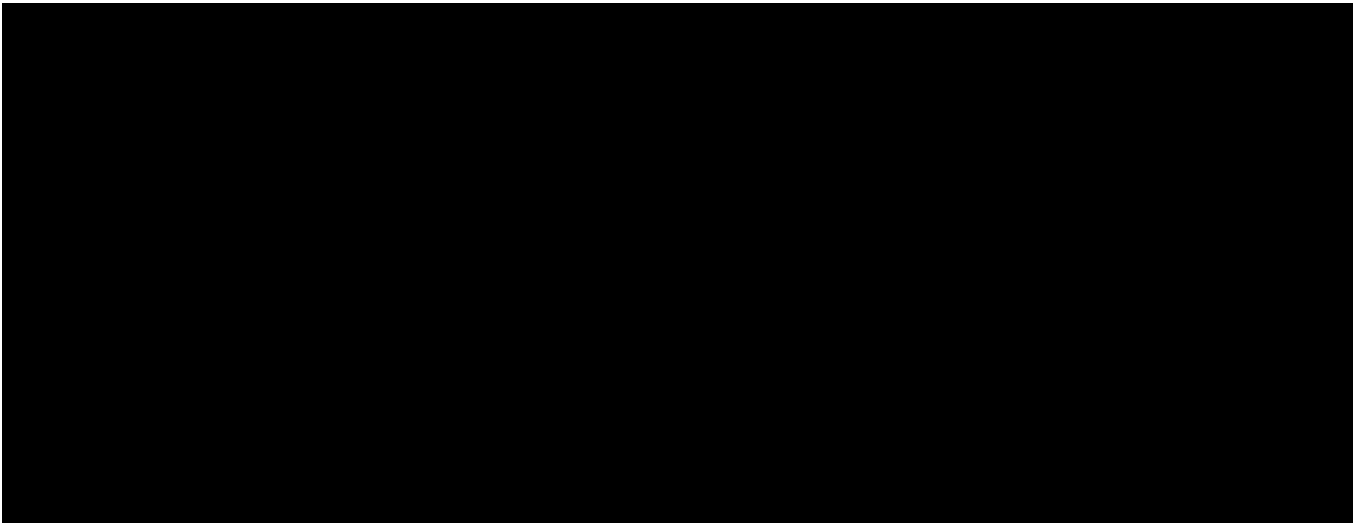
In the event the agency desires to have in-person support by a Project Manager or Senior Project Consultant, which results in expenses incurred by CPS HR, the travel will be billed at the following flat rates, depending on consultant and client locations. The flat rate covers travel expenses such as consultant travel time, air, hotel, mileage, and per diem. The travel expenses shall be as follows as reflected on the chart below (per person, per trip, no longer than 5 days).

Description	Cost
One day trip by car (no overnight stay)	\$250
Two-day trip by car (one overnight stay)	\$1,000
Two-day trip by air (one overnight stay)	\$2,000
Three-day trip by air (two overnight stay)	\$2,500
Four-day trip by air (three overnight stay)	\$2,750
Five-day trip by air (four overnight stay)	\$3,000

Billing: We will bill one-half of the standard survey package total after the survey closes, and the remaining amount after we submit the reports. We will bill any additional survey options after we deliver them. We will bill any consulting time for optional follow-up support services (action planning, focus groups, implementation support) each month for work completed. Any travel will be billed as a flat rate.

Pricing for Subsequent Surveys:

- Survey #2 = Survey #1 price + 5%
- Survey #3 = Survey #2 price + 5%
- Survey #4 = Survey #3 price + 5%
- Survey #5 = Survey #4 price + 5%



Subcategory: Training

Pricing Table: Group Training

Course Length	Virtual, Instructor-Led Training	Onsite, Instructor-Led Training
1-hour	\$575.00	\$1,200.00
1.5 - 2 hours	\$1,125.00	\$1,800.00
2.5 - 3 hours	\$1,450.00	\$2,400.00
1/2 day	\$1,800.00	\$3,000.00
1-day	\$3,300.00	\$4,800.00
1-day Blended (6-8 hours; Onsite w/LVT)	N/A	\$5,400.00
2-day	\$6,000.00	\$9,000.00
2-day Blended	N/A	\$9,000.00
2 1/2 day	\$7,200.00	\$11,750.00
3-day	\$9,000.00	\$14,500.00

NOTE: Some courses include 3rd party materials. 3rd party materials are an additional cost in addition to the training delivery rate. 3rd party materials are charged at the actual costs incurred.

Open Enrollment Pricing

The cost of each class is the current catalog price at the time of class registration.

[CPS HR Training Center \(expertusone.com\)](http://expertusone.com)

2024 – 2025 CPS HR Catalog Direct Link: [PowerPoint Presentation \(website-files.com\)](#)

Subcategory: Testing and Assessment

Test Rental Service Rates

Multiple-Choice Test Rental Exam Rates ¹				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Base Fee (Per Order)	\$295.00	\$595.00	\$350.00	\$1295.00
1-100 Candidates (per candidate)	\$10.00	\$14.00	\$11.00	\$15.00
101-500 Candidates (per candidate)	\$9.50	\$13.00	\$10.50	\$14.00
501+ Candidates (per candidate)	\$9.00	\$12.00	\$10.00	\$13.00
New Item Writing/Entry	N/A	N/A	N/A	\$40 per item
Pick Up/Handling	5%	5%	5%	5%
Standard Shipping/Handling*	10%	10%	10%	10%
Expedited Shipping/Handling*	15%	15%	15%	15%

Online and/or Remote Proctoring Services for Multiple-Choice Examinations

Online test format is available for most test rental written examinations. Test rental's online examinations are designed to be administered in a proctored setting. Benefits of CPS HR's online testing program include easy materials handling - no hard copies to ship, track, and inventory, automated scoring for easy and fast results, and can be used for online and/or in-person proctoring.

Online Testing Options for Written Exams – Online Testing				
	Stock Tests	Semi-Stock Tests	Agency Tests	Custom Tests
Administrative Set Up Fee (per order)	\$95	\$95	\$95	\$95
One Time Exam Set Up Fee*	N/A	\$595	\$350	\$995
Per Candidate Fee	\$15	\$15	\$15	\$15
Title Change (optional)	\$25.00	N/A	N/A	N/A
Additional Supplement (optional)	\$50	N/A	N/A	N/A

* This one-time set-up fee will be applied for the first online administration of a semi-stock, agency or custom test.

Online Testing with Remote Proctor Services	
	Agency Price Tests
Administrative Set Up Fee (per order)	\$185.00
1 hour test (per candidate)	\$38.50
1 - 2 hour test (per candidate)	\$46.00
2 - 3 hour test (per candidate)	\$54.75
Over 3 hour test (per candidate)	\$63.50

Job Analysis

Task	Cost (Flat Fee)
Job Analysis (inclusive of a job analysis report)	\$7,900 per job analysis

General Costing Assumptions:

1. Flat fee costs assume a single job classification title; job classification series will be priced at the stated flat fee rate for each level within a classification series.
2. Costing assumes a job classification includes no more than 100 incumbents. In the event a job analysis is requested for a job classification title exceeding this number, CPS HR will work with the Agency to determine if additional steps and costs are necessary.
3. Each job analysis is cognitive based only and does not include identification of any physical abilities necessary for a job classification. Requests for physical ability job analyses and their related work and costs can be discussed upon request.
4. No travel costs are listed as all services will be provided through telephone, web conference (Microsoft Teams), and e-mail. In the event the Agency requests in-person meetings and/or requests job site visits, CPS HR will work with the Agency to confirm the additional scope of work and provide the Agency with the related costs.
5. All deliverables will be provided electronically in a confidential and secure manner, typically using a secure Microsoft Teams channel.
6. The Agency will be responsible for securing and coordinating the participation of subject matter experts (SMEs) for job analysis participation.

APPENDIX A.2
Service Area Designation Forms

Exhibit 3: Service Area Designation Forms

EXHIBIT 3 SERVICE DESIGNATION AREAS

Texas Service Area Designation or Identification			
Proposing Firm Name:	CPS HR Consulting		
Notes:	Indicate in the appropriate box whether you are proposing to service the entire state of Texas		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	Yes		
	If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.		
Item	Region	Metropolitan Statistical Areas	Designated Service Area
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

(Exhibit 3 continued)

Nationwide Service Area Designation or Identification Form							
Proposing Firm Name:	CPS HR Consulting						
Notes:	<p>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td>Yes</td> <td></td> </tr> </table> <p>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</p> <p>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or city in a State, then indicate as such in the appropriate column box.</p>			Will service all fifty (50) states	Will not service fifty (50) states	Yes	
Will service all fifty (50) states	Will not service fifty (50) states						
Yes							
Item	State	Region/MSA/City (write "ALL" if proposing to service entire state)	Designated as a Service Area				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						

20.	Maryland		
21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3

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**APPENDIX B
DEBARMENT CERTIFICATION**

I, Victoria Quintero Brashear
(Name of certifying official)

being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither

CPS HR Consulting,
(Name of lower tier participant)


nor its principals are presently:

- debarred, suspended, proposed for debarment,
- declared ineligible,
- or voluntarily excluded from participation in this transaction by any federal department or agency

Where the above identified lower tier participant is unable to certify any of the above statements in this certification, such prospective participant shall indicate below to whom the exception applies, the initiating agency, and dates of action.

Exceptions will not necessarily result in denial of award but will be considered in determining contractor responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

EXCEPTIONS:



Signature of Certifying Official
Director of Products and Services

Title
May 15, 2024

Date of Certification

Form 1734
Rev.10-91
TPFS

APPENDIX C RESTRICTIONS ON LOBBYING

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.


Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.

LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

Director of Products and Services
Title

CPS HR Consulting
Agency

May 15, 2024
Date

APPENDIX D ATTESTATION OF CONTRACTS NULLIFYING ACTIVITY

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

D-1: PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT CERTIFICATION

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment.

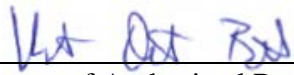
Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g. phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country.

The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

CPS HR Consulting
Name of Organization/Contractor

 May 15, 2024
Signature of Authorized Representative Date

Victoria Quintero Brashear
Printed/Typed Name and Title of Authorized Representative

Continued on Next Page

-OR-

- ☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-2: DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:


- A) means, with respect to the entity or association, to:
 - I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
 - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
 - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.

- B) An exception to this provision excludes the following:
 - I. contracts with a sole-source provider; or
 - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

CPS HR Consulting
Name of Organization/Contractor


Signature of Authorized Representative

Victoria Quintero Brashear, Director of Products and Services
Printed/Typed Name and Title of Authorized Representative

05/15/24
Date

Continued on Next Page

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date

D-3: BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

CPS HR Consulting
Name of Organization/Contractor

[Signature]
Signature of Authorized Representative

Victoria Quintero Brashear, Director of Products and Services
Printed/Typed Name and Title of Authorized Representative

05/15/24
Date

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

Name of Organization/Contractor

Signature of Authorized Representative

Printed/Typed Name and Title of Authorized Representative

Date