

## **NOTICE OF SPECIAL COUNCIL MEETING**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN SPECIAL SESSION OPEN TO THE PUBLIC AS FOLLOWS:**

**DATE:** Tuesday, November 25, 2014

**TIME:** 6:00 p.m.

**PLACE:** Rosenberg City Hall  
City Hall Council Chamber  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

**PURPOSE:** Special City Council Meeting, agenda as follows:

**The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Title 5, Chapter 551, of the Texas Government Code.**

Call to order: City Hall Council Chamber

### GENERAL COMMENTS FROM THE AUDIENCE.

*Citizens who desire to address the City Council with comments of a general nature will be received at this time. Each speaker is limited to three (3) minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.*

### COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

*Citizens who desire to address the City Council with regard to matters on the Consent Agenda or Regular Agenda will be received at the time the item is considered. Each speaker is limited to three (3) minutes. Comments or discussion by the City Council Members will only be made at the time the agenda item is scheduled for consideration. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.*

### **AGENDA**

1. Consideration of and action on Resolution No. R-1879, a Resolution awarding Bid No. 2014-17, for the sale of certain real property, located at 2033 Avenue H, Rosenberg, Texas (Old City Hall), more particularly described as being the east 60 feet (E. 60') off of the east end of Lots Eighteen (18), Nineteen(19) and Twenty (20), in Block Forty-Three (43) of the Town of Rosenberg, Fort Bend County, Texas, according to the map or plat thereof recorded in Volume P, Page 146 of the Deed Records of Fort Bend County, Texas, and further authorizing the City Manager to execute, for and on behalf of the City of Rosenberg, Texas, appropriate documents and/or agreements regarding same; and containing other provisions relating to the subject. (Randall Malik, Economic Development Director)
2. Consideration of and action on Resolution No. R-1881, a Resolution regarding the selection of a firm, pursuant to Request for Proposals No. 2014-18 for a Classification and Total Compensation Study and Analysis; and, providing authorization for the City Manager to negotiate and execute, for and on behalf of the City, an Agreement for Professional Services and/or other appropriate documents necessary to facilitate same. (Joyce Vasut, Executive Director of Administrative Services)
3. Hold Executive Session for consultation with Attorney to seek advice on legal matters pursuant to Section 551.071 of the Texas Government Code concerning the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative.
4. Adjourn Executive Session, reconvene into Special Session, and take action as necessary as a result of Executive Session.
5. Adjournment.

[EXECUTION PAGE TO FOLLOW]

## **General Comments from the Audience:**

**Citizens who desire to address the City Council with comments of a general nature will be received at this time. Each speaker is limited to three (3) minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.**

## **Comments from the Audience for Consent and Regular Agenda Items:**

**Citizens who desire to address the City Council with regard to matters on the Consent Agenda or Regular Agenda will be received at the time the item is considered. Each speaker is limited to three (3) minutes. Comments or discussion by the City Council Members will only be made at the time the agenda item is scheduled for consideration. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.**



# CITY COUNCIL COMMUNICATION

November 25, 2014

ITEM #	ITEM TITLE
1	<b>Resolution No. R-1879 - Awarding Bid No. 2014-17 for the Sale of Former "City Hall" Building and Property</b>

**ITEM/MOTION**

Consideration of and action on Resolution No. R-1879, a Resolution awarding Bid No. 2014-17, for the sale of certain real property located at 2033 Avenue H, Rosenberg, Texas (Old City Hall), more particularly described as being the east 60 feet (E. 60') off of the east end of Lots Eighteen (18), Nineteen(19) and Twenty (20), in Block Forty-Three (43) of the Town of Rosenberg, Fort Bend County, Texas, according to the map or plat thereof recorded in Volume P, Page 146 of the Deed Records of Fort Bend County, Texas, and further authorizing the City Manager to execute, for and on behalf of the City of Rosenberg, Texas, appropriate documents and/or agreements regarding same; and containing other provisions relating to the subject.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A
- Source of Funds:** N/A

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**SUPPORTING DOCUMENTS:**

**MUD #:** N/A

1. Resolution No. R-1879

**APPROVALS**

**Submitted by:**

  
 Randall Malik  
 Economic Development  
 Director

**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney **DNRBHZ/cs**
- City Engineer
- (Other)

**Approved for Submittal to City Council:**

  
 Robert Gracia  
 City Manager

**EXECUTIVE SUMMARY**

Bids were opened on Friday, November 07, 2014, for the potential sale of the property located at 2033 Avenue H, Rosenberg, Texas (Old City Hall), more particularly described as being the east 60 feet (E. 60') off of the east end of Lots Eighteen (18), Nineteen (19), and Twenty (20), in Block Forty-Three (43) of the City of Rosenberg, Fort Bend County, Texas. A total of two (2) bids were received.

Gary Gates, Jr., of Gatesco, Inc., submitted a bid in the amount of \$25,000.00 and proposes spending approximately \$600,000 for renovations to the property at 2033 Avenue H. Mr. Gates proposes to use the building for the main Fort Bend Art Gallery location, a Welcome Center and historic Museum for Rosenberg as well as the headquarters for Gatesco, Inc., a Real Estate Management company who has headquartered in Rosenberg for more than twenty-five years.

Ronald E. and Rosalyn C. Bartee submitted a bid in the amount of \$150,000.00 and proposes spending approximately \$500,000 for renovations to the property at 2033 Avenue H. They currently own two (2) family owned businesses: The Main Event – screen printing and embroidery and Renovations Unlimited, Inc. The Bartee family intends to keep the original exterior façade as close to original as possible. The interior will also be restored using as many of the original components to achieve the look of the buildings original interior. They also propose to revitalize the current marble floors, refurbish and reinstall the original pressed ceiling tin tiles, restore the original walk in safe and restore the existing jail cells to their original

condition in order to preserve the history, allowing public tours after restoration.

Staff recommends Bid No. 2014-17 be awarded to Ronald E. Bartee and Rosalyn C. Bartee, for a bid in the amount of \$150,000.00. Should the bid be awarded as recommended, the Bid Proposal from Ronald E. Bartee and Rosalyn C. Bartee, will be attached and serve as Exhibit "A" to Resolution No. R-1879.

Staff recommends approval of Resolution No. R-1879 which will award Bid No. 2014-17 and provide authorization for the City Manager to negotiate and execute all required documents necessary to facilitate the proposed sale as indicated.

**RESOLUTION NO. R-1879**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AWARING BID NO. 2014-17, FOR THE SALE OF CERTAIN REAL PROPERTY, LOCATED AT 2033 AVENUE H, ROSENBERG, TEXAS (OLD CITY HALL), MORE PARTICULARLY DESCRIBED AS BEING THE EAST 60 FEET (E. 60') OFF OF THE EAST END OF LOTS EIGHTEEN (18), NINETEEN (19), AND TWENTY (20), IN BLOCK FORTY-THREE (43) OF THE TOWN OF ROSENBERG, FORT BEND COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME P, PAGE 146 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, APPROPRIATE DOCUMENTS AND/OR AGREEMENTS REGARDING SAME; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.**

**WHEREAS**, the City Council of the City of Rosenberg hereby deems it desirable and in the best interest of the City of Rosenberg to sell property generally located at 2033 Avenue H, described as Lots Eighteen (18), Nineteen (19), and Twenty (20), in Block Forty-Three (43) within the City of Rosenberg; now, therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. The approval and award of Bid No. 2014-17 to \_\_\_\_\_ in the amount of \_\_\_\_\_ for the sale of certain City-owned property as described above.

Section 2. That the City of Rosenberg City Manager is hereby authorized to execute any and all other documentation necessary to give effect to the foregoing sale.

Section 3. A copy of the Bid Proposal documentation is attached hereto as Exhibit "A" and made a part hereof for all purposes.

Section 4. That this Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, TRMC  
City Secretary

\_\_\_\_\_  
Vincent M. Morales, Jr.  
Mayor



# CITY COUNCIL COMMUNICATION

November 25, 2014

ITEM #	ITEM TITLE
2	<b>Resolution No. R-1881 - Classification and Total Compensation Study and Analysis</b>

### ITEM/MOTION

Consideration of and action on Resolution No. R-1881, a Resolution regarding the selection of a firm, pursuant to Request for Proposals No. 2014-18 for a Classification and Total Compensation Study and Analysis; and, providing authorization for the City Manager to negotiate and execute, for and on behalf of the City, an Agreement for Professional Services and/or other appropriate documents necessary to facilitate same.

### FINANCIAL SUMMARY

### ELECTION DISTRICT

#### Annualized Dollars:

- One-time  
 Recurring  
 N/A

#### Budgeted:

- Yes  No  N/A

#### Source of Funds:

101-1210-510-5710

- District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

### SUPPORTING DOCUMENTS:

MUD #: N/A

1. Resolution No. R-1881
2. Proposal Tabulation Form
3. Agreement for Professional Services
4. Gallagher Benefit Services, Inc. Proposal – Provided under separate confidential cover.
5. RFP No. 2014-18

### APPROVALS

#### Submitted by:

Joyce Vasut  
Executive Director of  
Administrative Services

#### Reviewed by:

- Exec. Dir. of Administrative Services  
 Asst. City Manager of Public Services  
 City Attorney **DNRBHZ/lo**  
 City Engineer  
 Human Resources Director *JO*

#### Approved for Submittal to City Council:

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

City Council indicated their commitment to identifying deficiencies within the City's current pay and benefit structure during reviews of the City's Strategic Plan and FY2015 Budget.

In order to ensure both the internal and external equity of the structure by which employees are classified and compensated, as well as the way positions relate and compare to one another across the organization, and to implement clear and consistent guidelines going forward, staff prepared Request for Proposal No. 2014-18 (RFP) for a Classification and Total Compensation Study and Analysis.

An objective, comprehensive and comparative analysis of classification and total compensation will identify and provide the necessary tools and structure for the City to:

- ensure that every employee earns an appropriate, adequate and equitable wage;
- facilitate employee development and retention;
- remain competitive and relevant in the municipal labor market; and
- provide a structured approach to add personnel in the future.

Respondents were asked to include the cost to provide a study initiation and compensation philosophy, job evaluation study, classification study, compensation study, and final report in their responses.

The RFP was posted on the City's website and distributed to eight (8) consulting firms. The City received five (5) proposals and one (1) no-bid. A staff committee, consisting of directors and the City Manager, reviewed and ranked the proposals received, determining that the most favorable submitters were Gallagher Benefit Services, Inc., and Hay Group, Inc. The two (2) firms were given an opportunity to present their proposals in person to the staff committee, and Gallagher Benefit Services, Inc., was unanimously selected to recommend to City Council. Lori Messer, Senior Consultant of Gallagher Benefit Services, Inc., will present an overview of the firm's proposal.

Staff recommends approval of Resolution No. R-1881 authorizing the selection of Gallagher Benefit Services, Inc., to prepare and present a Classification and Total Compensation Study and Analysis for the City; and further authorizes the City Manager to negotiate and execute an Agreement for Professional Services (Agreement), along with other appropriate documents as necessary.

Should City Council choose to adopt Resolution No. R-1881, the Agreement will serve as Exhibit "A" to the Resolution, and a Budget Amendment will be presented to City Council at a future meeting to allocate the necessary additional funds.

**RESOLUTION NO. R-1881**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, REGARDING THE SELECTION OF A FIRM, PURSUANT TO REQUEST FOR PROPOSALS NO. 2014-18, FOR A CLASSIFICATION AND TOTAL COMPENSATION STUDY AND ANALYSIS; AND, PROVIDING AUTHORIZATION FOR THE CITY MANAGER TO NEGOTIATE AND EXECUTE, FOR AND ON BEHALF OF THE CITY, AN AGREEMENT FOR PROFESSIONAL SERVICES AND/OR OTHER APPROPRIATE DOCUMENTS NECESSARY TO FACILITATE SAME.**

\* \* \* \* \*

**WHEREAS**, City Council deems it appropriate and in the best interest of the City to examine the current classification and compensation plan for City of Rosenberg employees; and,

**WHEREAS**, the compensation analysis is intended to identify and provide the tools and structure to address classification and compensation-related issues;

**WHEREAS**, the City sought a Classification and Total Compensation Study and Analysis pursuant to Request for Proposal No. 2014-18; now therefore,

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. The approval and acceptance of a proposal from \_\_\_\_\_, in response to Request for Proposal No. 2014-18 for a Classification and Total Compensation Study and Analysis.

Section 2. The City Manager is hereby authorized to negotiate and execute an Agreement for Professional Services (Agreement), in addition to any documentation necessary to facilitate said project.

Section 3. A copy of the Agreement is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, TRMC, **City Secretary**

\_\_\_\_\_  
Vincent M. Morales, Jr., **Mayor**

**CITY OF ROSENBERG  
PROPOSAL TABULATION FORM  
Page 1 of 1.**

**PROPOSAL TITLE: RFP No. 2014-18 – Request for Proposals for Classification and Total Compensation Study and Analysis**

**Proposal Number: RFP No. 2014-18**

**Date of Proposal Opening & Time: Wednesday, October 29, 2014 (10:00 a.m.)**

<b>(list under each bidder the following): BIDDER'S NAME ADDRESS BIDDER'S PHONE:</b>	<b>PROPOSAL #1</b>	<b>PROPOSAL #2</b>	<b>PROPOSAL #3</b>	<b>PROPOSAL #4</b>	<b>PROPOSAL #5</b>
<b>AMOUNT OF BID:</b>	<b>\$70,000</b> Pleased to explore options that may reduce fees.	<b>\$78,000</b>	<b>\$49,000</b> Additional days on site required to assist with or facilitate employee meetings to communicate the results of the study. Will be charged based on the number of hours needed to prepare the materials and present.	<b>\$210,000</b> Options for Reducing Costs: Decrease the number of job analysis interviews (\$2,000 each) City administers all job analysis questionnaires (\$10,000) City solicits and confirms the participation of 1 similar sized municipality (up to 5) (\$5,000 each) City hosts and administers survey and provides data (\$20,000) City updates job classification, descriptions (\$50,000)	<b>\$44,900</b> Does not include direct expenses billed separately (travel expenses, overnight mail, printing, mileage, etc.)

# AGREEMENT FOR PROFESSIONAL SERVICES

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement"), entered into as of December 2, 2014 (the "Effective Date"), is between Gallagher Benefit Services, Inc., a Delaware corporation ("GALLAGHER BENEFIT SERVICES, INC.") and City of Rosenberg, TX (the "Client").

GALLAGHER BENEFIT SERVICES, INC. and Client desire to arrange for the provision of services by GALLAGHER BENEFIT SERVICES, INC. to the Client as set forth herein.

In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**1. ENGAGEMENT OF SERVICES.** From time to time, GALLAGHER BENEFIT SERVICES, INC. and Client may enter into Project Assignment(s), for the provision of services provided by GALLAGHER BENEFIT SERVICES, INC. (Projects). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed, in a Project Assignment. Each Project Assignment shall be governed by the terms and conditions of this Agreement.

**2. SCOPE OF PROJECT ASSIGNMENTS.** GALLAGHER BENEFIT SERVICES, INC. will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.

**3. STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, GALLAGHER BENEFIT SERVICES, INC. will use its best efforts to render the services and complete the Projects by the applicable completion dates.

**4. COMPENSATION.** Client will pay GALLAGHER BENEFIT SERVICES, INC. a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by GALLAGHER BENEFIT SERVICES, INC. Client shall be responsible for all expenses incurred by GALLAGHER BENEFIT SERVICES, INC. in the performance of its services under this Agreement except where provided for in the Project Assignment. Upon termination of this Agreement for any reason, GALLAGHER BENEFIT SERVICES, INC. will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for Projects which are in progress, Client will pay GALLAGHER BENEFIT SERVICES, INC. for services and will reimburse GALLAGHER BENEFIT SERVICES, INC. for previously approved expenses within thirty (30) days of the date of GALLAGHER BENEFIT SERVICES, INC.'s invoice. A finance charge of 1.5% per month on the unpaid amount of an invoice, or the maximum amount allowed by law, will be charged on past due accounts.

**5. INDEPENDENT CONTRACTOR RELATIONSHIP.** GALLAGHER BENEFIT SERVICES, INC.'s relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal or employer-employee relationship. In the performance of its duties, GALLAGHER BENEFIT SERVICES, INC. may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to GALLAGHER BENEFIT SERVICES, INC. by the Client or its designated representatives and reasonably believed by GALLAGHER BENEFIT SERVICES, INC. to be genuine and authorized by the Client. Furthermore, GALLAGHER BENEFIT SERVICES, INC.'s engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. GALLAGHER BENEFIT SERVICES, INC. will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client's best interest.

**6. CONFIDENTIAL INFORMATION.** GALLAGHER BENEFIT SERVICES, INC. recognizes that certain confidential information may be furnished by the Client to GALLAGHER BENEFIT SERVICES, INC. in connection with its services pursuant to this Agreement ("Confidential Information"). GALLAGHER BENEFIT SERVICES, INC. agrees that it will disclose Confidential Information only to those who, in GALLAGHER BENEFIT SERVICES, INC.'s reasonable determination, have a need to know such information. Confidential Information will not include information that (i) is in the possession of GALLAGHER BENEFIT SERVICES, INC. prior to its receipt of such information from the Client, (ii) is or becomes publicly available other than as a result of a breach of this Agreement by GALLAGHER BENEFIT SERVICES, INC., or (iii) is or can be independently acquired or developed by GALLAGHER BENEFIT SERVICES, INC. without violating any of its obligations under this Agreement. However, disclosure by GALLAGHER BENEFIT SERVICES, INC. of any Confidential Information pursuant to the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, judicial or administrative agency or by a legislative body or committee will not constitute a violation of this Agreement.

## **7. REPRESENTATIONS AND WARRANTIES.**

**7.1. GALLAGHER BENEFIT SERVICES, INC. Representations and Warranties.** GALLAGHER BENEFIT SERVICES, INC. represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

**7.2. Client Representations and Warranties.** Client hereby represents and warrants that: (a) materials provided to GALLAGHER BENEFIT SERVICES, INC. for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.

## **7.3. No Other Representations and Warranties.**

**EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER BENEFIT SERVICES, INC. IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER BENEFIT SERVICES, INC. CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.**

**8. LIMITED LIABILITY.** GALLAGHER BENEFIT SERVICES, INC.'s liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to GALLAGHER BENEFIT SERVICES, INC. from Client for the particular Project Assignment giving rise to the claim.

**NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER BENEFIT SERVICES, INC. SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.**

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for GALLAGHER BENEFIT SERVICES, INC., at its sole option and upon receipt of written notice, either (i) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which GALLAGHER BENEFIT SERVICES, INC. is at fault, or (ii) return to Client the fees paid by Client to GALLAGHER BENEFIT SERVICES, INC. for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

**9. TERM AND TERMINATION.** The term of this Agreement will commence on the effective date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least thirty (30) days written notice of its intent to terminate. Client shall be responsible to GALLAGHER BENEFIT SERVICES, INC. for any services performed prior to the date of termination and GALLAGHER BENEFIT SERVICES, INC. shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, GALLAGHER BENEFIT SERVICES, INC. will deliver to Client any and all of its information, forms and documentation.

**10. GENERAL PROVISIONS.**

**10.1 Assignment and Subcontractors.** Client may not assign this Agreement without GALLAGHER BENEFIT SERVICES, INC.'s prior written consent. GALLAGHER BENEFIT SERVICES, INC. may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from GALLAGHER BENEFIT SERVICES, INC., Client will be billed for GALLAGHER BENEFIT SERVICES, INC.'s time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both GALLAGHER BENEFIT SERVICES, INC. and Client and their respective heirs, legal representatives and permitted assigns.

**10.2 Force Majeure.** Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

**10.3 No Legal Advice Intended.** The advice given by GALLAGHER BENEFIT SERVICES, INC. is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by GALLAGHER BENEFIT SERVICES, INC.. GALLAGHER BENEFIT SERVICES, INC. will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of GALLAGHER BENEFIT SERVICES, INC. under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

**10.4 Severability.** In case 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 the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**10.5 Notices.** All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

**10.6 Governing Law.** The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Texas .

**10.7 Enforcement.** In the event that GALLAGHER BENEFIT SERVICES, INC. shall successfully bring an action against the Client with respect to the enforcement, interpretation, or breach of any provision of this Agreement, Client shall pay the amounts incurred by GALLAGHER BENEFIT SERVICES, INC. with respect to such action, specifically including court costs, expenses and reasonable attorneys' fees.

**10.8 Waiver.** No waiver by GALLAGHER BENEFIT SERVICES, INC. of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by GALLAGHER BENEFIT SERVICES, INC. of any right under this Agreement shall be construed as a waiver of any other right. GALLAGHER BENEFIT SERVICES, INC. shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

**10.9 Entire Agreement.** This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by GALLAGHER BENEFIT SERVICES, INC. for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

**10.10 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Client: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Gallagher Benefit Services, Inc.

By: \_\_\_\_\_  
Bruce Lawson, Managing Director



**CITY OF ROSENBERG, TX: PROJECT ASSIGNMENT**

<i>Study Phase</i>	
<b>I. Study Initiation and Compensation Philosophy - \$10,000</b>	Includes 1.5 days on site to conduct project initiation and strategy, as well as employee orientation sessions related to the classification study.
<b>II. Classification Study - \$25,000</b>	Presumes 2 days on site to conduct employee interviews and/or occupational panel sessions.
<b>III. Job Evaluation - \$5,000</b>	Presumes all meetings will be held via teleconference or webinar.
<b>IV. Compensation Study - \$25,000</b>	Presumes all meetings will be held via teleconference or webinar.
<b>V. Final Report - \$5,000</b>	Presumes 1 day on site for final presentation(s).

Project Deliverables include:

- Classification and Compensation Philosophy and Strategies.
- Recommended classification structure.
- Updated or revised classification specifications.
- FLSA designations for each classification.
- Recommended employee allocations into appropriate job classifications.
- Internal hierarchy resulting from job evaluation results.
- Job evaluation manual and related documentation.
- Compensation analysis based on market data.
- Updated or revised salary structure(s).
- Recommended salary administration procedures.
- Training and supplemental documentation for Human Resources staff in the maintenance of the new classification and performance management plan.
- Final report detailing processes, methodologies, findings and recommendations.

**Timeline:**

PHASE	DESCRIPTION	MONTH					
		1	2	3	4	5	6
I	Study Initiation and Compensation Philosophy						
II	Classification Study						
III	Compensation Study						
IV	Final Report						

# REQUEST FOR PROPOSALS

RFP#2014-18

CLASSIFICATION AND  
TOTAL COMPENSATION  
STUDY AND ANALYSIS



## CITY OF ROSENBERG, TEXAS

2110 4<sup>th</sup> Street  
Rosenberg, TX 77471  
832-595-3320

DUE DATE:

October 29, 2014  
10:00 a.m. (CST)

**NOTICE  
REQUEST FOR PROPOSALS  
RFP NO. 2014-18**

The City of Rosenberg (City) is soliciting Requests for Proposals (RFPs) from Firms capable of providing classification and total compensation study and analysis services. This RFP invites qualified Firms to submit Proposals describing their qualifications to provide these services.

**Respondents are required to submit One (1) original, seven (7) copies, and One (1) electronic copy in pdf format written to a CD-ROM or a USB drive. Proposals must be received by the City of Rosenberg City Secretary no later than 10:00 A.M. (CST), Wednesday, October 29, 2014.**

Proposals should be directed to the attention of Linda Cernosek, City Secretary, and clearly labeled in a sealed package, **“RFP No. 2014-18, Request for Proposals for Classification and Total Compensation Study and Analysis”**, **“Do not open in mail room”**.

The City of Rosenberg requires that you submit your proposal by **10:00 A.M. (CST), Wednesday, October 29, 2014**, to:

**City of Rosenberg  
Linda Cernosek, City Secretary  
P.O. Box 32  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471**

To obtain a copy of the Request for Proposal, or if you should have any questions or require additional information or clarification on information contained in the RFP document, please contact Lisa Olmeda, Human Resources Director at (832) 595-3320 or email at [lisao@ci.rosenberg.tx.us](mailto:lisao@ci.rosenberg.tx.us). The request will be considered depending on the RFP time frame and the availability of the requested information. Any responses to the inquiries will be submitted to all known proposers simultaneously.

The Request for Proposal is also available at the City of Rosenberg website; [www.ci.rosenberg.tx.us](http://www.ci.rosenberg.tx.us).

The City reserves the right to reject and/or accept all Proposals as it so deems is in its best interest.

Linda Cernosek, City Secretary, TRMC

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Rosenberg, including affiliations and business relationships such persons may have with City officers, including the governing body, administrators, directors, etc. A complete text of the law may be found at the following link:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>.

**BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF ROSENBERG, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.**

**Vendor Name:**

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## **INTRODUCTION**

### **A. Request for Proposals**

The City of Rosenberg (the "City") is requesting proposals for professional classification and total compensation analysis services from qualified firms ("firm" or "respondent") to survey, review and recommend best practices for job classification and structure as well as total compensation plan.

The purpose of the Request for Proposal ("RFP") process is to identify the most qualified firm. It is intended that the selected firm shall accomplish and/or supply all services described herein. The City makes no promises or representations and does not offer, promise or guarantee that the selected firm will be awarded any future contracts to provide these or additional services to the City.

### **B. Responses to the RFP**

Responses to the RFP ("proposals") must be submitted in the manner prescribed herein and must be received by the City Secretary prior to the time and date specified below. It is the firm's responsibility to ensure that the proposal is actually delivered to the City Secretary by the submission deadline. The mere fact that the proposal was dispatched will not be a consideration. At a minimum, the proposal must be valid for a period of a minimum of 90-days from the submission deadline.

Alterations or corrections may be provided before the submission deadline but must be initialed by the respondent as a guarantee of authenticity. Submittals may not be altered or amended after the submission deadline.

The City reserves the right to make any additional inquiries deemed necessary for the evaluation of the proposal and/or to investigate the firm's qualifications. Respondents shall be obligated to furnish any additional information requested by the City.

### **C. Questions**

In order to ensure the fair and objective evaluation of the proposals, all questions related to this RFP (except those addressed at the pre-submittal meeting) must be submitted in writing and will be answered in writing.

1. To obtain a copy of the Request for Proposal, or if you should have any questions or require additional information or clarification on information contained in the RFP document, please contact Lisa Olmeda, Human Resources Director via email at [lisao@ci.rosenberg.tx.us](mailto:lisao@ci.rosenberg.tx.us) or via facsimile at 832-595-3321 by 5:00 p.m. on Friday, October 24, 2014.

Contact with any other City of Rosenberg employee or official relative to this request is prohibited. Failure to observe this requirement may be grounds for rejection of the response.

The City believes the data contained in this RFP is sufficient for the preparation of a proposal. Requests for additional information will be considered based on the availability of the requested information and the timing of the request. Such information will be submitted to all known and interested firms simultaneously. Questions covered at the pre-submittal meeting (optional) will be documented for all interested parties.

**D. Submissions**

Respondents are required to submit One (1) original, seven (7) copies, and One (1) electronic copy in pdf format written to a CD-ROM or a USB drive. The electronic version must be an exact duplicate of the original hard copy proposal. Responses must be completed and submitted as described in this RFP and must be returned in a sealed envelope bearing the name and address of the respondent. **Incomplete responses or responses received after the submission deadline will not be considered under any circumstances.** The right to accept any proposal, or to reject any or all proposals and/or to waive all formalities is hereby reserved by the City Council of the City of Rosenberg, Texas. Sealed proposals will be accepted until **10:00 a.m. on October 29, 2014 and should be addressed as follows:**

**City of Rosenberg  
Attention: Linda Cernosek, City Secretary  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471**

**RFP – Classification and Total Compensation Study and Analysis  
Deliver to Addressee Unopened**

Proposals should be in a sealed package, **“RFP No. 2014-18, Request for Proposals for Classification and Total Compensation Study and Analysis”, “Do not open in mail room”.**

Proposals received after the submission deadline will be considered void and unacceptable and will be returned unopened to the respondent. The City is not responsible for the lateness of the proposal by the mail or delivery service provider. The time/date stamp of the City Secretary shall be the official time of receipt.

## **TIMELINE**

The City will make every effort to adhere to the following schedule but meeting dates are tentative:

Friday, October 10, 2014	Release RFP to known and interested firms
Sunday, October 12, 2014	First of two bid advertisements in newspaper (Fort Bend Herald Coaster)
Sunday, October 19, 2014	Second of two bid advertisements in newspaper (Fort Bend Herald Coaster)
Wednesday, October 22, 2014	Pre-Submittal Meeting (Optional) City Hall Council Chambers 10:00 a.m.
Friday, October 24, 2014	Deadline for questions 5:00 p.m.
<b>Wednesday, October 29, 2014</b>	<b>Proposal submission deadline</b>

\* The City retains the option of inviting any one or more firms to make an oral presentation to City staff prior to City Council consideration for award of the contract.

## **GENERAL TERMS AND CONDITIONS**

### **A. Reimbursements**

There is no express or implied obligation for the City to reimburse respondents for any expenses incurred in preparing a proposal in response to this RFP. The City will not reimburse respondents for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

### **B. Addenda**

If it becomes necessary to change the published RFP documents, all the foregoing terms and conditions and all performance requirements will also apply to the published addenda. All published addenda must be signed and included with the proposal as acknowledgement of the addenda (Tab H). Any changes will be provided to all known and interested firms simultaneously; however, the firm is responsible for obtaining all published addenda from the City. The City assumes no responsibility for the firm's failure to obtain and/or properly submit addenda. Failure to acknowledge and submit addenda may be cause for the proposal to be rejected. The City's decision to accept or reject any particular proposal due to a failure to acknowledge and submit addenda will be final.

### **C. Certification**

By submitting a proposal, the firm certifies knowledge and understanding of the scope, quantity, and quality of services to be provided in response to this RFP. A Certification Form is included with this RFP and must be completed and returned as part of the proposal. Failure to submit a signed Certification Form by the submission deadline may result in the proposal being rejected as incomplete.

### **D. Reservations**

The City reserves the right to accept or reject any or all proposals as a result of this request, to negotiate with any qualified firms, or to cancel, in whole or in part, this RFP if it is found to be in the best interest of the City. The City also reserves the right to request additional information and/or clarification of any information submitted as part of the proposal.

This RFP does not commit the City to award a contract, to pay any costs associated with the preparation of the proposal, or to contract for services. All proposals shall become the property of the City of Rosenberg.

The City shall conduct reference checks as necessary to evaluate any proposal. The City may contact references listed in the proposal, but may also contact any other company or individual that can provide information to assist in the evaluation of the qualifications and capability of the firm.

**E. Disclosure**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the evaluation and negotiation process. Except for confidential information the firm identifies as proprietary, all proposals will be available for public inspection after the contract award, in accordance with the Texas Public Information Act.

**F. Award of the Contract**

Award of the contract shall be based on demonstrated competence and qualifications using established criteria to evaluate the proposals. The evaluation criteria and proportional value of each are described in this RFP. Professional fees are not the primary consideration in the evaluation process, however, pricing is included as part of the evaluation criteria. Professional fees, materials, supplies and/or incidental expenses may not exceed any maximum amounts provided by state law.

**G. Insurance**

The firm shall agree to maintain and, upon request, provide evidence of coverage (e.g., Certificate of Insurance) for the following: general liability, automobile liability, and workers compensation. The minimum coverage shall be as follows:

- General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$1 million per occurrence and \$2 million aggregate, including Advertising Injury, Products Coverage.
- Automobile Liability insurance for \$1 million per occurrence.
- Workers Compensation Insurance for \$500,000 per accident for bodily injury by accident, \$500,000 limit by disease and \$500,000 for bodily injury by disease.

The insurance company or its authorized agent shall contain the following provisions and warranties:

1. The company is licensed and admitted to do business in the State of Texas.
2. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
3. The City of Rosenberg to be named as "Additional Insured", if the firm is recommended for selection.
4. The form of the notice of cancellation, termination, or change in coverage provisions to the City of Rosenberg.

## **SPECIFIC TERMS AND CONDITIONS**

- A.** This RFP and the contents of the successful proposal shall become part of any subsequent contractual document related to these professional auditing services. In the event of a discrepancy between the RFP and the proposal, the RFP shall rule. Any contract modifications necessitated during the term of the contract shall be in writing and subject to approval of the City. The City Manager shall be the sole authority to make any determinations and/or interpretations regarding discrepancies, or intent of the RFP. The decision of the City Manager shall be final.
  
- B.** The City may terminate this contract at any time upon 10-days written notice. The firm shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the firm fails to fulfill its obligations under this contract, or if the firm violates any of the terms and conditions of this contract, the City has the right to terminate this contract upon five (5) days written notice.

No term or provision of this contract shall be construed to relieve the firm of liability to the City for damages sustained by the City because of any breach of contract. The City may withhold payments to the firm until the exact amount of damages due the City is determined and paid.

- C.** Should there be a change in the firm's ownership or management, the contract may be canceled at the option of the City unless a mutual agreement is reached with the new owner or manager to continue the contract pursuant to the existing contract terms, conditions and pricing.
  
- D.** Payments shall be made in accordance with the contracted fee schedule. Professional fees, materials, supplies and/or incidental expenses may not exceed any maximum amounts provided by state law.
  
- E.** This contract shall be governed in all respects by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in a state court of competent jurisdiction in Fort Bend County, Texas and further that neither party will seek to remove such litigation to the federal court system by application of conflict of laws or any other removal process to any Federal Court or court not in Texas.
  
- F.** No public official or City employee shall enter into a contract on behalf of the City which violates Local Government Code, Chapter 171 – Regulation of Conflicts of Interest of Officers of Municipalities, Counties, and Certain Other Local Governments. Contracts are subject to all legal requirements provided in the City Charter and/or applicable City Ordinances, and all applicable State and Federal Statutes.

## **GENERAL INFORMATION**

The City of Rosenberg has a classification/compensation plan that covers a total of 261 full time and 47 part time employees.

There are a total of 112 job classifications with minimum, mid, and maximum ranges for exempt and non-exempt positions. Full-time employees are eligible for merit pay increases within a pay range system.

Currently there are five (5) separate pay scales described as follows:

- a. General – Includes sixty-nine (69) position titles. Covers non-exempt employees.
- b. Management – Includes twenty-four (24) position titles. Covers exempt employees in managerial roles.
- c. Police – Includes six (6) position titles. Covers non-exempt employees in the Police Department.
- d. Fire – Includes eight (8) position titles. Covers non-exempt employees in the Fire Department.
- e. Emergency Communications (Dispatch) – Includes five (5) position titles. Covers non-exempt employees.

The City of Rosenberg is a rapid growth community. The current issues include:

- Recruiting and retaining highly skilled individuals to meet City’s particular needs, and to become part of overall team.
- Providing fair, equitable, transparent internal environment related to compensation, benefits, and job requirements/descriptions, both internally and externally.
- Providing a position and compensation structure within which employees can advance, as City continues to grow.
- No regular, objective review of classification system, and total compensation.

General goals of classification and total compensation system are:

- Evaluating and updating existing descriptions, and possibly developing new position descriptions with clear definitions of duties and requirements.
- Implementation of a system that recognizes length of service and loyalty to City.
- Implementation of a classification and total compensation system that provides for employees minimal needs in terms of salary and benefits.
- Evaluating and assigning positions to appropriate classifications in order to assure internal equity.
- Conducting a salary survey of comparable municipalities and other sector “competition” relative to area job market.
- Assignment of salary ranges to classification system as result of internal equity and market competitiveness.
- Recommending implementation of the new system and processes for movement through the salary scale in the future.

## **SCOPE OF WORK**

It is the City's intent to negotiate a contract with the most qualified firm based on the scope of services outlined below.

The City of Rosenberg invites qualified firms to submit proposals to perform a review of the existing classification and total compensation plan, and to prepare a comprehensive compensation plan which takes into account the following:

Scope of Work components will include:

1. Develop a proposal for a classification and total compensation program that is fair, equitable, legally compliant, recognized as best practice, aligned with organizational objectives and competitive with other organizations (public and private) in the market from which the City of Rosenberg recruits.
2. Establish career paths for occupations and opportunities for advancement within the structure.
3. Review job descriptions and assign all positions to an appropriate classification in order to ensure internal equity.
4. Analyze existing internal hierarchy based on job relationships, identify problem areas within the internal hierarchy system, and propose implementation methods to correct identified problems.
5. Develop the methodology for implementation of recommended classification system, which calculates appropriate placement taking into account length of service.
6. Benchmark organizations that will define the "market" in order for the City of Rosenberg to be able to compete for talent (public and/or private sector for applicable positions).
7. Review and take into consideration relevant studies, department strategic plans readily available, regarding staffing needs.
8. Analyze current department staffing and provide recommended staffing needs based on recognized standards.
9. Create an objective evaluation of supplemental pay programs to include certification pay, longevity pay, education pay or reimbursement and shift differential that includes recommendations of future best practice scenarios, across all city departments.
10. Propose a policy and procedure to analyze adjustments on a regular basis for market competitiveness.
11. Develop alternative recommendations demonstrating the methodology the City should use to implement the new classification and compensation system, and the advantages, disadvantages, and cost of each alternative, including a cost analysis for implementing the study.
12. Define the process for communications with managers, supervisors, and employees during each step of the implementation. Include meetings with, and

presentations to employees and City administration management team, including department heads, Human Resources staff, and City Council.

13. Train the Human Resource staff to use and maintain the classification system; to consistently apply it; to modify existing positions or classifications appropriately; or to create new positions or classification schemes.
14. Include an instrument for the ongoing internal administration and maintenance of the proposed plan.

All above activities should include itemized cost estimations so that the city can tailor the scope of the engagement appropriately based on project budget. The consultant may propose additional or alternative tasks deemed necessary to complete the above (Tab I).

### **Other Provisions**

#### **A. Assistance Provided by City Staff**

The Human Resources Director, staff members of the Human Resources Department, and other responsible management personnel shall be available during the engagement to assist the firm by providing information, documentation, and explanations as required.

## **EVALUATION**

### **A. Evaluation Criteria**

The evaluation of the proposals will be made based on the criteria listed below. It is important that the proposal be clear and complete. Incomplete applications will not be considered under any circumstances.

The contract award will be based primarily on demonstrated competence and qualifications using the listed criteria. While pricing is a consideration, it is not the primary factor in the selection of the firm. The contract award will not necessarily be made to the firm that provides the lowest cost proposal.

**30 points**      Qualifications and experience of the firm and key personnel to be assigned to work with the City particularly as it relates to performing similar engagements for governmental entities

**30 points**      Technical ability of the firm to perform the needed services, including an evaluation of the engagement plan and proposed staffing as well as, if applicable, a performance evaluation based on any prior work experience with the firm

**15 points**      Thoroughness of the response as it relates to the Scope of Work requirements and organization of the requested information

**10 points**      References substantiating the firm's experience and success in providing services to similar governmental entities

**15 points**      Pricing - professional fees may not exceed the maximum amount allowed by state law

### **B. Application Review**

The proposals will be reviewed and evaluated by City of Rosenberg Executive Team.

As part of the evaluation process, the City may invite any one or all firms to make an oral presentation to City staff and/or City Council to answer questions about the firm and the proposal. This presentation would be handled prior to the final staff recommendation.

## **INSTRUCTIONS AND REQUIREMENTS**

The proposal should conform to the format described below and should provide a straightforward and understandable description of the firm's capabilities and experience. Respondents may include additional information deemed appropriate to expand on the firm's ability to perform the work, but all required information must be included for the response to be eligible for consideration.

**TAB A      Cover Letter** – Please include a cover letter stating the firm's understanding of the engagement and why the firm is qualified to perform the services. The letter should also include the name and contact information of the individual(s) authorized to answer questions about the response. The cover letter must be signed by a person authorized to contractually bind the firm.

**TAB B      Qualifications and Experience** – Briefly introduce the firm, including a summary of the administration, organization and staffing. Please provide an organizational chart or other description of the organization indicating the names and positions of partners and key personnel. Please include the following:

- Please verify that the firm is independent and all staff are legally eligible to practice in the State of Texas.
- Describe the firm's experience in providing professional services to similar organizations, with emphasis on municipalities of the same size and scope as the City of Rosenberg.
- Describe any professional relationships involving the City, including component units, and explain why such relationships would not constitute a conflict of interest in providing these professional services.
- Identify each individual that may work on the City's engagement, including resumes for each person that will likely be assigned to the team.
- Describe the organization of the team, including the level of involvement and accessibility of each person, level of experience, and estimated hours each person would spend on this engagement, including field work during the preliminary and final stages of the engagement.
- Describe the firm's expectation and/or requirements of City staff.
- Identify the number and type of engagements presently being conducted by the firm and how the addition of the City's engagement would impact the firm's resources.

- TAB C**      **Technical Approach and Understanding of the Scope of Work** – Please indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining the major tasks and responsibilities, timeline (start and completion dates for the study and specific milestones), and associated staffing. Please complete a proposed schedule for each phase of the engagement including interim work, and field work. A detailed description of job analysis and compensation methodology to be used for a pre-designed system. A fee schedule and break-down of costs for the Classification and Total Compensation Study and Analysis. The plan should clearly distinguish the firm's understanding of its duties and responsibilities versus expectations from the City. The absence of any distinction shall signify that the firm is assuming full responsibility for all tasks.
- TAB D**      **Additional Information** – Please provide any additional, relevant information regarding court actions, pending litigation, conflicts of interest, or other matters not previously specified about which the City should be made aware.
- TAB E**      **References** – Please provide at least four references from governmental entities, particularly municipalities, including the entity's name and mailing address, contact name, telephone number and email address.
- TAB F**      **Insurance** – Provide proof of insurance or a letter from an insurance agency licensed to operate in the State of Texas stating the firm can provide an insurance certification of coverage naming the City of Rosenberg as an additional insured, if the firm is recommended for selection.
- TAB G**      **Certification and Acknowledgement** – A complete and fully executed (signed) Certification Form is required.
- TAB H**      **Addenda** – If applicable, please include any addenda items requested, including a signed acknowledgement of each addendum.
- TAB I**      **Optional** – Any additional information deemed pertinent by the firm should be included after the required information.

**CERTIFICATION**

Respondents are required to include the following signed certification with the proposal as referenced above (Tab G).

**Certification Form**

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal issued by the City of Rosenberg, Texas on \_\_\_\_\_, 2014.

Firm: \_\_\_\_\_ TIN: \_\_\_\_\_

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Delivery Address: \_\_\_\_\_

\_\_\_\_\_

**END OF REQUEST**

# **ITEM 3**

**Hold Executive Session for consultation with Attorney to seek advice on legal matters pursuant to Section 551.071 of the Texas Government Code concerning the United States Securities and Exchange Commission's Municipalities Continuing Disclosure Cooperation Initiative.**

# **ITEM 4**

**Adjourn Executive Session, reconvene into Special Session, and take action as necessary as a result of Executive Session.**

# **ITEM 5**

**Adjournment.**