



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093 Road
Fulshear, Texas 77441
www.fulsheartexas.gov

August 15, 2019

REQUEST FOR PROPOSALS COMPENSATION, CLASSIFICATION & BENEFITS STUDY RFP 2019-05

The City of Fulshear is seeking responses to this Request for Proposals (RFP) from a qualified consulting firm, individual or corporation to enter into a contract for the express purpose of conducting a comprehensive citywide employee compensation, job classification and benefits review, analysis, and comparison, and to develop implementation strategies for redesigning or modifying the current classification system, employee compensation program, and benefits program to be competitive, equitable, and sustainable.

DEADLINE: Sealed submittals must be received, and time stamped by **2:00 p.m., Central Standard Time, Tuesday, September 10, 2019.** (The clock located in the City Secretary's office will be the official time.) All proposals received will be read aloud at **2:15 p.m. on Tuesday, September 10, 2019** in Council Chambers at Fulshear City Hall, 30603 FM 1093 Road, Fulshear, Texas 77441. You are invited to attend.

MARK OUTSIDE OF SEALED BOX OR ENVELOPE:

***COMPENSATION, CLASSIFICATION & BENEFITS STUDY
RFP 2019-05
PROPOSAL OPENING: SEPTEMBER 10, 2019***

DELIVERY ADDRESS: Please submit one (1) original and four (4) duplicate copies of your response in written, hard-copy format, and one (1) copy in electronic format (USB) to:

CITY OF FULSHEAR
P.O. BOX 279
FULSHEAR, TEXAS 77441

OR

CITY OF FULSHEAR
30603 FM 1093 ROAD
FULSHEAR, TEXAS 77441

POINTS OF CONTACT:

Questions concerning this **Request for Proposals** should be directed to Kristi Brashear, City of Fulshear Human Resources Director, at kbrashear@fulsheartexas.gov **by Friday, August 30, 2019, at 2:00 p.m.**

During the pendency of this RFP, Proposer shall not contact any City staff except those designated herein this RFP or subsequent addendums or correspondence. Please reference the above designated RFP number and the line number being referenced. Non-compliance with this provision may result in rejection of proposal. **No phone calls related to RFP will be accepted.**

The enclosed REQUEST FOR PROPOSALS (RFP) and accompanying GENERAL INSTRUCTIONS, CONDITIONS, & SPECIFICATIONS, are for your convenience in submitting proposals for the enclosed referenced services for the City of Fulshear.

Proposals must be signed by a person having authority to bind the firm in a contract. Proposals shall be placed in a sealed box or envelope, with the Proposer's name and address in the upper left-hand corner of the box or envelope.

ALL PROPOSALS MUST BE RECEIVED IN THE CITY SECRETARY'S OFFICE BEFORE THE OPENING DATE AND TIME. It is the sole responsibility of the firm to ensure that the sealed RFP submittal arrives at the above location by specified deadline regardless of delivery method chosen by the firm. **Faxed or electronically transmitted RFP submittals will NOT be accepted.**



Kristi Brashear
Human Resources Director

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Proposal Submission Checklist

Proposal Requirements:

- Experience & Background
- Agents & Address
- Project Management Philosophy
- Statement of Methods & Procedures
- Timeline
- Structure & Content of Work
- Fees
- References

Required Forms:

- Conflict of Interest Questionnaire
- Non-Collusion Affidavit
- Outstanding Debt Affidavit
- Chapter 2252 Certification
- RFP Submission Sheet

Background

Description of Government: The City of Fulshear is a home-rule, incorporated city with a 2019 population of approximately 14,000. The city lies in Northwest Fort Bend County, encompassing approximately 40 square miles, including its extraterritorial jurisdiction. It is located roughly 35 miles west of downtown Houston along what is known as the Energy Corridor. Fulshear is experiencing exponential growth. The U.S. Census Bureau's 2016 population estimates for Texas, released in July 2017, revealed Fulshear as the fastest growing city in the state.

The city is governed by a Council/Manager form of government, and municipal services are provided by 56 full-time equivalents. The City Council is an elected body consisting of the Mayor and seven Council Members. The City Manager, Jack Harper, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager and one Assistant City Manager.

Human Resources: The Human Resources Department provides policy direction on human resource management issues and support to city departments. The department implements and manages the recruitment and selection of permanent and temporary city employees, including the drug screening process, maintenance of personnel records, employee performance evaluations, employee relations, and the Employee Assistance Program.

The Human Resources Department develops the city's job classification and compensation system, designs and administers the employee benefit programs, produces internal communications, and coordinates employee recognition programs. In addition, the department facilitates the city's workers' compensation and safety programs and coordinates required training programs for city employees.

Goals and Objectives

The purpose of this compensation, classification, and benefits study is to address current staffing and anticipated changes in Fulshear operations and staffing over the next two (2) to five (5) years, which may affect the type, scope, and level of work being performed.

The city's objectives are to:

1. Craft a compensation, classification and benefits plan that will accommodate for future growth;
2. Attract and retain qualified employees;
3. Ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together;
4. Provide salaries, incentives, and benefits commensurate with assigned duties;

5. Clearly outline promotional opportunities and provide recognizable compensation growth;
6. Provide justifiable pay differential between individual classes; and
7. Maintain a competitive position with other comparable government entities and private employers within the same geographic areas.

All work will be done with regular involvement of the Human Resources Director, Assistant City Manager, and City Manager. The city requires ongoing and open communications between the designated city representative and the successful Proposer over the course of the project.

Scope of Work

General

The intent of the city is to ensure the city's job classification structure is in line with the municipal employment market with significant consideration for organizational growth. It is anticipated that approximately 60 positions will need to be surveyed and approximately 15 or fewer positions will need to be evaluated for reclassification in terms of responsibility, assignment, autonomy/decision making authority, and results/impact. In positions with comparable private sector positions, the city would like to utilize private sector data in the comparison.

The awarded Proposer shall:

- A. Review the current classification and compensation system and benefits;
- B. Conduct a comprehensive compensation and benefits data collection/survey of external labor market(s) for all city positions, and analyze and evaluate all data in an objective manner; and
- C. Make recommendations designed to ensure both internal equity and external competitiveness for either changes to current compensation, classification, and benefits systems or for adoption of a newly designed compensation, classification, and benefits system. The City of Fulshear is a progressive community, and innovative recommendations or alternatives are desired.

A. Review current classification and compensation system and benefits

The successful Proposer will assess and analyze the city's current internal circumstances to establish the value of the current program and position in the market. The successful Proposer will develop recommendations for an overall competitive position in the market.

The successful Proposer must perform a comprehensive analysis of current classification and compensation plan and benefits programs including, but not limited to:

1. Placement of positions in the current pay plan;
2. Accuracy of FLSA exemption status of all positions;
3. Compare ratio analysis by gender and race as relates to internal pay analysis;
4. Accuracy of position titles and descriptions regarding unique characteristics of the position, essential job functions, minimum qualifications, working conditions, licensing requirements, “on call” requirements, and supervisory requirements;
5. Must accommodate the unique nature of certain functions and responsibilities characteristic of city government;
6. Analysis of existing hierarchy and internal career ladders where appropriate; and
7. Analysis of benefits programs offered in comparable jurisdictions.

B. Collection and Assessment of Current Market Data on Classification, Compensation, and Benefits

The successful Proposer shall make recommendations to the city on the use of existing survey data or use of an independent survey for market pricing of jobs to be used for comparison with the city’s current classification and compensation plan. The data will be based on comparable wages for the 2019 actual year – the successful Proposer will recommend aging of any data if necessary. The successful Proposer will also consider scenarios for continued growth of the organization and the impact on the plan.

The successful Proposer shall provide market data for the current job classifications of positions for the study, and market analysis of wages for each position and for each comparable employer/group of employees. Any additional pay categories shall be reported by class of eligible employee. Survey descriptions shall be matched to job descriptions to ensure good job matches.

The successful Proposer shall provide market data for benefits offered in comparable jurisdictions. Analysis of benefits should include:

- Medical, dental, life, short-term disability, long-term disability, long-term care, vision and paid time off such as holidays, vacation and sick leave;
- City matches to employee retirement and/or deferred compensation contributions;
- Pay incentives including longevity, certifications, tuition reimbursement, shift differential, multi-language, assignment pay, and any other innovative pay incentives.

The City of Fulshear recruits from the Houston Metropolitan Region to fill most position vacancies. Fulshear seeks comparison with local cities from this region and seeks comparison with similarly situated cities throughout the State of Texas.

C. Recommendations on Classification, Compensation, and Benefits Plan Design and Implementation

The successful Proposer, in collaboration with the city, shall design a total compensation system which is externally competitive while assuring internal equity, and shall develop a compensation strategy, including defining comparable markets, allowing the city to establish competitive market position for all personnel.

The successful Proposer must clearly provide recommendations for changes to the current classification and compensation plan or recommend alternate structure to the city's classification and compensation plan, including recommendations for the ongoing internal administration and maintenance of the proposed plan. Innovative and progressive recommendations are encouraged.

All services performed and recommendations provided must comply with applicable State and Federal laws and serve to enhance the city's ability to obtain and retain qualified personnel.

The successful Proposer may be required to design a multi-year implementation strategy based on financial parameters, employee performance, and compensation benchmarks. Details of the strategy will be developed between the successful Proposer and the city based upon data collected during the compensation survey process. The successful Proposer and the city shall work collaboratively to develop the implementation plan as the project develops, with the city approving key decisions.

The successful Proposer must recommend salary administration procedures regarding hiring, promotion and demotion. This may include a point factor method of classifying positions within the pay structure and guidelines for assessing FLSA exemption status.

Proposal Formatting and Requirements

The purpose of this proposal is to demonstrate and clearly articulate the qualifications, service level, costs for services, competence, and capacity of the firm seeking to work with the city. Proposals should include sufficient communication to ensure that the proposed methodology is understood, and the results are regarded as expert, impartial, legal, defensible, and fair. The city encourages consultants to demonstrate experience and expertise by proposing alternatives or changes to the draft scope of work if necessary.

At a minimum, each proposal should be organized to clearly address the following requirements:

- 1) **Experience/Background:** Provide a brief history of the firm and any sub-consultants undertaking the work. Provide details on the firm's experience conducting similar studies. Experience should include, but is not limited to, similar compensation studies for public sector agencies.
- 2) **Agents and Address:** List the address and telephone of the office from which the services are to be provided. Designate the person to serve as project manager and

include his/her email address and cell number. Include resumes summarizing the qualifications and expertise of the individuals who will be conducting the study.

- 3) **Project Management Philosophy:** Describe the team's project management approach, including the approach to ensure successful completion of the project and effective communication with the city. Provide a description of the service philosophy, specifically addressing policies and procedures with respect to confidentiality, legal, and ethical issues.
- 4) **Statement of Methods and Procedures:** Provide a detailed description of the plan to achieve the necessary requirements and a plan for accomplishing the work. This plan should describe the approach, methodology, and procedures to be employed to gather the data, analyze the findings, and develop recommendations as requested.
- 5) **Timeline:** Include a timeline indicating tasks required and start/completion dates for the project. The city anticipates the study to be completed **no later than February 1, 2020**, to allow time for any implementation costs to be included in the FY21 budget process. With that target date in mind, the consultant shall propose a timeline that it deems most appropriate. **The timeline should include specific milestones and identify all deliverables.** It is expected and desired that work will commence as soon as possible after selection of Proposer by the city.
- 6) **Structure and Content of Work:** Describe the way in which the work product will be structured and presented upon completion. Include sample reports, or links to view sample reports online, if available.
- 7) **Fees:** Provide a proposed fee schedule. The fee schedule should include a rate schedule for computing extra work not specified in the contracted Scope of Work. All travel and related expenses associated with the project shall be included in the fee schedule. If travel and related expenses are not included as part of a lump sum price, an estimated cost for expenses must also be included.
- 8) **References:** All proposals shall include contact information for at least three (3) other organizations for which comparable services have been rendered in the past five (5) years. Public sector agencies in Texas are preferred.
- 9) **Miscellaneous:** Provide any additional information which the Proposer deems appropriate, including any previous engagements with the City of Fulshear.
- 10) **Conflict of Interest Questionnaire (Form CIQ):** 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 Fulshear. A person or business that contracts with the City or who seeks to contract with the City must file a "Conflict of Interest Questionnaire" (FORM CIQ) which is available online at <https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf>, and a copy of which is provided in this RFP. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted or negotiations commence.

11) **Non-Collusion Affidavit**

12) **Outstanding Debt Affidavit**

13) **Chapter 2252 Certification**

14) **RFP Submission Sheet**

Evaluation Process

The Evaluation Team will review and evaluate the proposals based upon the following criteria: price of services, level of expertise of the firm and staff assigned, level of public sector experience of firm, content and quality of the proposal, and references.

A short list of Proposers may be selected to interview and make a presentation as part of the selection process.

Selection Timeline

The vendor selection process will follow the approximate timeline shown below.

Request for Proposals Issued: August 15, 2019

Deadline for Submitting Questions: Friday, August 30, 2019 at 2:00 p.m.

Proposal Submission Deadline: Tuesday, September 10, 2019 at 2:00 p.m.

Presentations from Finalists: September 23-26, 2019

Notification to Selected Proposer: Week of September 30-October 4, 2019

Contract Execution Date: October 2019

General Information

NOTE: It is extremely important that the Vendor, Proposer, and/or Contractor furnish the City of Fulshear the required information specified in this Proposal Package.

All proposals meeting the intent of this request for proposal will be considered for award. PROPOSERS TAKING EXEPTION TO THE SPECIFICATION, OR OFFERING SUBSTITUTIONS, SHALL STATE THESE EXCEPTIONS BY ATTACHMENT AS PART OF THE PROPOSAL. The absence of such a list shall indicate that the proposer has not taken exceptions and the City shall hold the proposer responsible to perform in strict accordance with the specifications of the invitation. The City reserves the right to accept any and all or none of the exception(s)/substation(s) deemed to be in the best interest of the City of Fulshear.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any interlineations, alterations or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

CONFIDENTIALITY OF INFORMATION: Pursuant to state law, proposals shall be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for public inspection.

PROPOSAL AWARD: The City of Fulshear will review all proposals for responsiveness and compliance with these specifications. The award shall be made to the responsive, responsible proposer who submits the best value proposal.

The City reserves the right to:

1. Reject any and all proposals and to make no award if it deems such action to be in the best interest of the City.
2. Award proposals on the lump sum or unit price basis, whichever is in the best interest of the City.
3. Reject any or all proposals and to waive informalities or defects in proposals or to accept such proposals as it shall deem to be in the best interest of the City.

The City of Fulshear reserves the right to reject any and all proposals, in whole or in part; to waive any informality in any proposal, and to accept the proposal, which, in its discretion, is in the best interest of the City of Fulshear. In case of ambiguity or lack of completeness in stating the prices in any proposal, the City reserves the right to consider the most advantageous proposal thereof.

The City Manager is the only person authorized to execute contracts on behalf of the City. All signature pages must include "approved as to form" and be signed by the City Attorney before the City Manager will execute the contract.

Neither department heads nor elected officials are authorized to sign any binding contracts or agreements prior to being properly placed on the City Council's agenda and approved in

an open meeting. Department heads and other elected officials are not authorized to enter into any type of agreement or contract on behalf of the City of Fulshear. Only the City Manager may enter into a contract on behalf of the City of Fulshear as authorized by City Council and the City Charter. Additionally, department heads and other elected officials are not authorized to agree to any type of supplemental agreements or contracts for goods or services. Supplemental agreements are subject to review by the City's Legal Department prior to being signed by the City Manager.

SINGLE PROPOSAL RESPONSE: If only one proposal is received in response to this RFP, a detailed cost proposal may be requested of the single contractor. A cost/price analysis and evaluation and/or audit may be performed of the cost proposal in order to determine if the price is fair and reasonable.

TERMINOLOGY: The term "City" shall refer to the City of Fulshear.

Proposers are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions as directed.

CONFLICT OF INTEREST: No public official shall have interest in this contract, in accordance with Vernon's Texas Code Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Fulshear.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE PROPOSERS: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer must meet the following requirements:

1. Be able to comply with the required or proposed delivery schedule.
2. Have a satisfactory record of performance.
3. Have a satisfactory record of integrity and ethics.
4. Be otherwise qualified and eligible to receive an award.
5. Be engaged in a full-time business and can assume liabilities for any performance or warranty service required.
6. The City Council shall not award a contract to a company that is in arrears in its obligations to the City.
7. No payments shall be made to any person of public monies under any contract by the City with such person until such person has paid all obligations and debts owed to the City or has made satisfactory arrangements to pay the same.

ADDENDA: Any interpretations, corrections or changes to the RFP and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Fulshear Human Resources Director. The City assumes no responsibility for the proposer's failure to obtain and/or properly submit any addendum. It is the vendor's responsibility to check for any addendums that might have been issued before proposal closing date and time.

PRICES: The proposer should show in the proposal both the unit price and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit price shall prevail.

PURCHASE ORDER: Purchase order(s) shall be generated by the City of Fulshear to the successful proposer. The purchase order number must appear on all itemized invoices.

INVOICES: All invoices shall be emailed to accounting@fulsheartexas.gov.

PAYMENT: Payment will be made upon receipt of the original invoice and the acceptance of the goods or services by the City of Fulshear, in accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S. The City's standard payment terms are net 30, i.e. payment is due 30 days from the date of the invoice.

SALES TAX: The City of Fulshear is exempt by law from payment of Texas Sales Tax and Federal Excise Tax; therefore, the proposal shall not include Sales Tax.

VENUE: This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Fulshear, Texas, Fort Bend County.

COMPLIANCE WITH LAWS: The Contractor shall comply with all applicable laws, ordinances, rules, orders, regulations and codes of the federal, state and local governments relating to performance of work herein.

INTEREST OF MEMBERS OF CITY: No member of the governing body of the City, and no other officer, employee or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and, the Contractor shall take appropriate steps to assure compliance.

DELINQUENT PAYMENTS DUE CITY: The City of Fulshear prohibits the City from granting any license, privilege or paying money to any-one owing delinquent taxes, paving assessments or any money to the City until such debts are paid or until satisfactory arrangements for payment has been made. Proposers must complete and sign the AFFIDAVIT included as part of this RFP.

QUANTITIES: Quantities shown are estimated, based on projected use. It is specifically understood and agreed that these quantities are approximate, and any additional quantities will be paid for at the quoted price. It is further understood that the contractor shall not have any claim against the City of Fulshear for quantities less than the estimated amount.

SHIPPING INFORMATION: All proposals are to be F.O.B., City of Fulshear, TX 77441

INCORPORATION OF PROVISIONS REQUIRED BY LAW: Each provision and clause required by law to be inserted into the Contract shall be deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If, through mistake or otherwise, any such provision is not inserted or is not correctly inserted the Contract shall be amended to make such insertion on application by either party.

CONTRACTOR'S OBLIGATIONS: The Contractor shall and will, in good, efficient, and competent manner, perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, in accordance with the provisions of this Contract and said specifications.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

While the purpose of the specifications is to indicate minimum requirements in the way of capability, performance, construction and other details, its use is not intended to deprive the City of Fulshear the option of selecting goods which may be considered more suitable for the purpose involved.

In the event of conflicts between the written proposal and information obtained verbally, the vendor is specifically advised that the written proposal will prevail in the determination of the successful proposer.

Under the Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his/her obligations under this contract, or if the Contractor shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Contractor, and the City may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

TERMINATION FOR CONVENIENCE: The City may terminate this contract at any time giving at least thirty (30) days' notice in writing to the Contractor. If the Contract is terminated by the City as provided herein, the Contractor will be paid for the service that it has performed up to the termination date. If this contract is terminated due to fault of the Contractor, the previous paragraph hereof relative to termination shall apply.

RE-APPROPRIATION OF BUDGET ITEMS: The City may reduce the funds allocated and the services required under this contract at its discretion. The City shall notify Contractor in writing of this reduction. Contractor shall not perform any services subtracted from this contract. The de-obligation of funds does not require any formal amendment of this contract but shall be evidenced by a revised budget approved by City Council.

FORCE MAJEURE: If by reason of Force Majeure either party shall be rendered unable, wholly or in part, to carry out its responsibilities under this contract by any occurrence by reason of Force Majeure, then the party unable to carry out its responsibility shall give the other party notice and full particulars of such Force Majeure in writing within a reasonable time after the occurrence of the event, and such notice shall suspend the party's responsibility for the continuance of the Forced Majeure claimed, but for no longer period.

Force Majeure means acts of God, floods, hurricanes, tropical storms, tornadoes, earthquakes, or other natural disasters, acts of public enemy, acts of terrorism, sovereign conduct, riots, civil commotion, strikes or lockouts, and other causes that are not occasioned by either Party's conduct which by the exercise of due diligence the party is unable to overcome, and which substantially interferes with operations.

NO COMMITMENT: This RFP does not commit the City of Fulshear to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a proposal for this RFP, or to procure or contract for services or supplies.

RELEASE AND RECEIPTS: The City of Fulshear before making payment may require the Contractor to furnish releases or receipts for any or all persons performing work and supplying material or service to the Contractor, or any sub-contractors for work under this contract, if this is deemed necessary to protect its interest.

CARE OF WORK: The Contractor shall be responsible for all damages to person or property that occurs as a result of his/her fault or negligence in connection with the work performed until completion and final acceptance by the City.

SUB-CONTRACTS: The Contractor shall not execute an agreement with any sub-contractor or permit any sub-contractor to perform any work included in this Contract until he/she has received from the City of Fulshear written approval of such agreement.

INSURANCE: All insurance must be written by an insurer licensed to conduct business in the State of Texas, unless otherwise permitted by the City. The Contractor shall, at his/her own expense, purchase, maintain and keep in force insurance that will protect against injury and/or damages which may arise out of or result from operations under this contract, whether the operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, of the following types and limits:

1. Standard Worker's Compensation Insurance:
2. Commercial General Liability occurrence type insurance (City of Fulshear, its officers, agents, and employees must be named as an additional insured):
 - a. Bodily injury \$500,000 single limit per occurrence or \$500,000 each person/\$500,000 per occurrence for contracts of \$100,000 or less; or Bodily injury \$1,000,000 single limit per occurrence or \$500,000 each person /\$1,000,000 per occurrence for contracts in excess of \$100,000; and
 - b. Property Damage \$100,000 per occurrence regardless of contract amount; and,
 - c. Minimum aggregate policy year limit of \$1,000,000 for contracts of \$100,000

or less; or, Minimum aggregate policy year limit of \$2,000,000 for contracts in excess of \$100,000.

3. Commercial Automobile Liability Insurance (Including owned, non-owned and hired vehicles coverage's)
 - a. Minimum combined single limit of \$500,000 per occurrence, for bodily injury and property damage.
 - b. If individual limits are provided, minimum limits are \$300,000 per person, \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage.

Contractor shall cause Contractor's insurance company or insurance agent to fill in all information required (including names of insurance agency, contractor and insurance companies, and policy numbers, effective dates, and expiration dates) and to date and sign and do all other things necessary to complete and make into valid certificates of insurance and pertaining to the above listed items, and before commencing any of the work and within the time otherwise specified, Contractor shall file completed certificates of insurance with the City.

None of the provisions in said certificate of insurance should be altered or modified in any respect except as herein expressly authorized. Said CERTIFICATE OF INSURANCE Form should contain a provision that coverage afforded under the policies will not be altered, modified or canceled unless at least fifteen (15) days prior to written notice has been given to the City of Fulshear. Contractor shall also file with the City of Fulshear valid CERTIFICATE OF INSURANCE on like form from or for all sub-contractors and showing the sub-contractor(s) as the Insured. Said completed CERTIFICATE OF INSURANCE Form (s) shall in any event be filed with the City of Fulshear not more than ten (10) days after execution of this Contract.

NOTICE TO PROCEED: Notice to proceed shall be issued within ten (10) days of the execution of the Contractor by the CITY. Should there be any reason why Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the CITY and CONTRACTOR.

WAGES & SALARIES: Attention is particularly called to the requirement of not paying less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Proposer to inform themselves as to local labor conditions. Attention is called to the requirement that employees and applicants for employment are not discriminated against because of race, color, religion, sex, age or national origin.

INDEMNIFICATION: The CONTRACTOR shall defend, indemnify, and hold harmless the CITY OF FULSHEAR and the Engineer and their respective officers, agents, and employees, from and against all damages, claims, losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

Is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from.

Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, or Sub-contractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is cause in part by a party indemnified hereunder.

The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the Engineer, his/her agents or employees arising out of the preparation or approval of maps, drawings, reports, surveys, Change Orders, designs or Specifications, or the giving of or the failure to give directions or instructions by the Engineer, his/her agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

CHANGE ORDERS (as per T.L.G.C. 252.048):

- a. If changes in plans or specifications are necessary after the performance of the contract has begun or if it is necessary to decrease or increase the quantity of work to be performed or of materials, equipment or supplies to be furnished, the governing body of the municipality may approve change order making the changes.
- b. The total contract price may not be increased because of the changes unless additional money for increased costs is appropriated for that purpose from available funds or is provided for by the authorization of the issuance of time warrants.
- c. If a change order involves a decrease or an increase of \$15,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change order.
- d. The original contract price may not be increased under this section by more than 25 percent. The original contract price may not be decreased under this section by more than 25 percent without the consent of the contractor.

APPROPRIATION OF FUNDS: The City of Fulshear has established an appropriation (allocation) of funds for this project. If in the event that appropriated funds are exhausted, the contractor’s only remedy shall be suspension or termination of its performance under this contract and shall have no other remedy in law or in equity against the City and no right to damages of any kind.

DELAYS: the CONTRACTOR shall receive no compensation for delays or hindrances to the work, except when direct and unavoidable extra cost to the CONTRACTOR is cause by the failure of the CITY to provide information or material, if any, which is to be furnished by the CITY. When such extra compensation is claimed, a written statement thereof shall be presented by the CONTRACTOR to the Engineer and, if by him found correct, shall be approved and referred by him to the Council for final approval or disapproval; and the action thereon by the Council shall be final and binding. If delay is caused by specific orders given by the Engineers to stop work, or by the performance of extra work, then such delay will entitle the CONTRACTOR to an equivalent extension of time, his/her application for which shall, however, be subject to the approval of the City Council; and no such extension of time shall release the CONTRACTOR or the Surety on his/her performance

bond from all his/her obligations hereunder which shall remain in full force until the discharge of the Contract.

MAINTENANCE OF WORK: After approval of final payment and prior to expiration of one (1) year after date of Substantial Completion or such longer period as may be prescribed by law or by any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, correct such defective work. If CONTRACTOR does not promptly comply with such instructions, the CITY may have such defective work corrected and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

ANTITRUST: CONTRACTOR hereby assigns to the CITY OF FULSHEAR any and all claims for overcharges associated with this Contract which arise under the anti-trust laws of the United States, 15 U.S.C.A. Sec. 1, *et seq.* (1973).

DELAY, DISRUPTION OR OTHER CLAIMS: Any claim by the CONTRACTOR for delay, disruption or any other claim shall be based on a written notice delivered to the CITY and to the ENGINEER promptly (but in no case later than ten (10) calendar days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Within ten (10) calendar days of delivering said notice, the CONTRACTOR shall deliver to the CITY and to the ENGINEER notice of the amount of the claim and specific and detailed support documentation and data on the impact claimed. Further, the CONTRACTOR shall furnish on a continuing basis all of the documents that in any way are purported to support the damages, costs, expenses and impact of the claim event. The CONTRACTOR'S failure to fully comply with any of these requirements with respect to any claim shall constitute a complete and final waiver of said claim.

MUTUAL RESPONSIBILITY OF CONTRACTOR'S: If, through acts of neglect on the part of the CONTRACTOR, any other CONTRACTOR, or any Sub-contractor shall suffer loss or damage on the work, the CONTRACTOR agrees to settle with such other CONTRACTOR or Sub-contractor by agreement or arbitration if such other CONTRACTOR or Sub-contractor will so settle. If such other CONTRACTOR or Subcontractor shall assert any claim against the CITY on account of any damage alleged to have been sustained, the CITY shall notify the CONTRACTOR, who shall indemnify and safe harmless the CITY against any such claim.

WITHDRAWAL OF PROPOSAL: Proposers may request withdrawal of a sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the Human Resources Director in writing. No proposals may be withdrawn for a period of sixty calendar days after the opening of proposals.

SB 252: Contractor must agree to requirements of this bill. Contractor will have to sign agreement before PO is generated.

CITY OF FULSHEAR, TEXAS
NON-COLLUSION AFFIDAVIT

CITY OF FULSHEAR §
 §
STATE OF TEXAS §

By the signature below, the signatory for the proposer certifies that neither he/she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm proposing this project has violated the antitrust laws of this State, codified at Section 15.01 *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made by any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a proposal committed any other act of collusion related to the development and submission of this proposal.

Signature: _____
Printed Name: _____
Title: _____
Company: _____
Date: _____

SUBSCRIBED and sworn to before me by the above named _____ on this
the _____ day of _____, 20____.

Notary Public in and for the
State of Texas

My commission expires: _____

OUTSTANDING DEBT AFFIDAVIT

All pages in Offeror's Responses containing statements, letters, etc., shall be signed by a duly authorized officer of the company whose signature is binding.

The undersigned offers and agrees to one of the following:

_____ I hereby certify that **I DO NOT HAVE** outstanding debts with the City of Fulshear. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I DO HAVE** outstanding debts with the City of Fulshear and agree to pay said debts prior to execution of this agreement. I further agree to pay succeeding debts as they become due.

_____ I hereby certify that **I DO HAVE** outstanding debts with the City of Fulshear and agree to enter an agreement for the payment of said debts. I further agree to pay succeeding debts as they become due.

Firm Name Date

Authorized Signature Date

Name (please print) Telephone

Email

State: _____

County: _____

SUBSCRIBED AND SWORN to before me by the above named _____

On this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

SB 252

CHAPTER 2252 CERTIFICATION

I, _____, the undersigned

Representative of _____
(Company or Business Name)

Being an adult over the age of eighteen (18) years of age, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051, or Section 2253.153. I further certify that should the above-named company enter into a contract that is on said listing of companies on the website of the Comptroller of the State of Texas which do business with Iran, Sudan, or any Foreign Terrorist Organization, I will immediately notify the City of Fulshear Finance Department.

Name of Company Representative (Print)

Signature of Company Representative

Date

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED



Request for Proposal Submission Sheet
RFP 2019-05
City of Fulshear, Texas

Having read and understood the instructions, terms, conditions, and specifications, we submit the following:

Witness

Company Name

Date

Authorized Representative Signature

Printed Name

Title

Correspondence Address

Remit Address

City State, Zip Code

City, State, Zip Code

**Tax Identification Number
(TIN/FIEN/SSN)**

Phone Number

Email Address

THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED

BUDGETED POSITIONS FY-19

| Administration | | |
|-----------------------------------|--------------|---------------|
| POSITION TITLE | COUNT | STATUS |
| City Manager | 1 | FTE |
| Assistant City Manager | 1 | FTE |
| Human Resources Director | 1 | FTE |
| Executive Assistant | 1 | FTE |
| City Secretary | 1 | FTE |
| Deputy City Secretary | 1 | FTE |
| Receptionist | 1 | FTE |
| Department Total | 7 | |
| Municipal Court | | |
| Municipal Court Administrator | 1 | FTE |
| Municipal Court Clerk | 1 | FTE |
| Department Total | 2 | |
| Finance | | |
| Chief Financial Officer | 1 | FTE |
| Finance Manager | 1 | FTE |
| Accountant | 1 | FTE |
| Department Total | 3 | |
| Utilities/Customer Service | | |
| Customer Service Supervisor | 1 | FTE |
| Customer Service Representative | 1 | FTE |
| Customer Service Representative | 1 | PTE |
| Department Total | 3 | |
| Economic Development | | |
| Economic Development Director | 1 | FTE |
| Economic Development Coordinator | 1 | FTE |
| Department Total | 2 | |
| Police Department | | |
| Chief of Police | 1 | FTE |
| Captain/PIO | 1 | FTE |
| Lieutenant | 1 | FTE |
| Admin. Assistant | 1 | FTE |
| Admin. Clerk | 1 | FTE |
| Emergency Operations Coordinator | 1 | FTE |
| Investigator | 1 | |
| Sergeant | 3 | FTE |
| Sergeant | 1 | PTE |
| Patrol Officers | 13 | FTE |
| Department Total | 24 | |
| Development Services | | |
| Director of Development Services | 1 | FTE |

| | | |
|---------------------------------|-----------|------------|
| Chief Building Official | 1 | FTE |
| Building Inspections Supervisor | 1 | FTE |
| Building Inspector | 3 | FTE |
| Plans Examiner | 2 | FTE |
| Permit Technician | 2 | FTE |
| Code Inspector | 1 | FTE |
| Department Total | 11 | |
| Public Works | | |
| Public Works Director | 1 | FTE |
| Maintenance Superintendent | 1 | FTE |
| Maintenance Crew Member | 3 | FTE |
| Department Total | 5 | |
| | | |
| City Total | 56 | FTE |

| | | City Paid Portion | EE Paid Portion |
|---------------------------|--|-------------------|--------------------------|
| Health Insurance | The City offers a PPO plan (\$500 Deductible) that employees can enroll in through Caprock Health Plans. (No waiting period) | 100% EE Premium | 100% Dependent Premium |
| Dental Insurance | The City offers two PDP plans (\$50 Deductible) that employees can enroll in through MetLife: a Basic Plan, and a Buy Up Plan. The Buy Up Plan offers orthodontics for children. Employees are responsible for paying the employee portion of the difference between the basic and buy up plans. | 100% EE Premium | 100% Dependent Premium |
| Prescription Plan | The prescription plan is part of the healthcare plan. | N/A | N/A |
| Vision Insurance | The City offers a vision plan that employees can enroll in through Metlife. This plan covers a portion of the cost of eye exams and glasses. | 100% EE Premium | 100% Dependent Premium |
| Life & AD&D Coverage | Basic \$25,000 in coverage is offered to all eligible city employees through MetLife with Accidental Death and Dismemberment. | 100% EE Premium | |
| AFLAC | The City offers supplemental insurance coverage as a payroll deduction through AFLAC which pays cash benefits directly to the employee in case of accident or injury. | N/A | 100% All Premiums |
| Defined Benefit Plan | Full and regular part-time employees that work a minimum of 1,000 hours per year are required to enroll in the Texas Municipal Retirement System. Vesting at 5 years. | 14% of Salary | 7% of Salary |
| Defined Contribution Plan | All full-time and part-time employees that work at least 20 hours per week have the option of deferring a portion of their compensation to a city-sponsored 457B plan on a pre-taxed basis. Employees are vested in their contributions immediately. | N/A | At Employee's Discretion |
| Direct Deposit | All Employees are eligible and encouraged to have their paychecks electronically deposited into their bank accounts each payday. | N/A | N/A |
| Tuition Assistance | Available to full-time employees, capped at \$1,500 per calendar year with service commitments | \$1,500 annually | |
| Vacation | Full-time employees - One through Five Years of Service - 80 hours Six Years of Service and beyond 120 hours - Max carry forward 240 hours | | |
| Sick | Full-time employees - accrued at 4.61 hours per pay period for a total of 120 hours per year. Max carry forward 480 hours. | | |
| Personal | Full-time employees - three days per fiscal year - no carry forward. | | |
| Pay Periods | Bi-Weekly | | |