



# City of Benbrook

911 Winscott Road • P.O. Box 26569 • Benbrook, Texas 76126-0569 • (817) 249-3000 • Fax 249-0884

## REQUEST FOR PROPOSAL COMPREHENSIVE CLASSIFICATION AND COMPENSATION STUDY

### GENERAL BIDDING INSTRUCTIONS

The City of Benbrook is accepting sealed proposals for a Comprehensive Classification and Compensation Study. The deadline for submission is 2:00 P. M. on Wednesday, April 29, 2009. Proposals may be mailed to the City of Benbrook or delivered to City Hall. Sealed proposals should be marked as **"Comprehensive Classification and Compensation Study – Wednesday, April 29, 2009"** to the attention of the Budget Director/Purchasing Agent. Proposals submitted by fax or by email will not be accepted.

Sealed proposals must include a copy of the proposal specification form prepared by the City of Benbrook. Any exceptions to the proposal specifications must be noted and clearly explained. Any proposals that do not note exceptions to the minimum specifications will result in the disqualification of the bid.

Sealed proposals will be opened at 2:00 P. M. on Wednesday, April 29, 2009 in the Benbrook City Council Chamber located in City Hall at 911 Winscott Road, Benbrook, Texas 76126.

The City of Benbrook reserves the right to reject any and/or all proposals and to waive any and/or all formalities and to award purchase on an individual item basis.

### SPECIFICATIONS

A set of specifications prepared by the City of Benbrook is attached. All specifications are to be checked off individually for compliance; any and all exceptions are to be noted on this form.

**REQUEST FOR PROPOSAL**

**CITY OF BENBROOK, TEXAS**

**COMPREHENSIVE CLASSIFICATION AND  
COMPENSATION STUDY**

**OPENING DATE:  
2:00 PM CDT  
WEDNESDAY, APRIL 29, 2009**

**RETURN PROPOSAL TO:**

BENBROOK CITY HALL  
ATTN: SHERRI NEWHOUSE  
911 WINSOTT ROAD  
BENBROOK, TEXAS 76126

**PROPOSALS MUST BE RECEIVED NO LATER THAN 2:00 P.M. CDT WEDNESDAY,  
APRIL 29, 2009.**

**MARK ENVELOPE: "COMPRHENSIVE CLASSIFICATION AND COMPENSATION STUDY  
WEDNESDAY, APRIL 29, 2009"**

Qualified prospective Respondents may obtain copies of the Request for Proposal, at the office of the Budget Director/Purchasing Agent, located at 911 Winscott Road, Benbrook, Texas 76126. The City of Benbrook is most appreciative of your time and effort in preparing a proposal.

The City of Benbrook reserves the right to reject any and all proposals and to waive defects in proposals. Proposals received after the deadline and/or received unsigned will not be considered for award and shall be considered void and unacceptable.

A public opening is scheduled for Wednesday, April 29, 2009, 2:00 P.M. in the Benbrook City Council Chambers at Benbrook City Hall. You are invited to attend, but attendance is optional.

No officer or employee of the City of Benbrook shall have a financial interest, direct or indirect, in any contract with the City of Benbrook.

Minority and small business vendors or contractors are encouraged to participate on any and all City of Benbrook projects. Please contact our Purchasing Office if any requirements are causing you difficulty in responding to our Request for Proposals.

### **Invitation**

The City of Benbrook is accepting proposals from qualified consultants for professional services related to conducting a comprehensive classification and compensation study. The successful proposer shall perform services in accordance with the provisions, specifications, and instructions set forth in the Request for Proposal.

### **Background Information**

The City of Benbrook is located in the Dallas/Fort Worth Metroplex in southwestern Tarrant County. The City operates under the Council-Manager form of government. The City's 2008-09 Adopted Budget reflects funding for 110 full-time employees.

The City's current classification and compensation matrix was developed in 2000 by an outside consultant. Since implementation of this salary system, City Staff, as directed by the Benbrook City Council, has been using market survey data from other cities to determine the pay structures when making adjustments to the matrix. The matrix has also been revised annually during the budget adoption and review process through the application of an across-the-board cost-of-living adjustment (COLA). The COLA has been based upon increases in the Consumer Price Index and/or the Employment Cost Index. However, the City Council and the City Staff are seeking to revise and implement a validated job classification and compensation structure to include adjustments addressing market conditions and internal equity.

A copy of the City of Benbrook's 2008-09 Classification and Compensation Matrix is attached. The current matrix includes forty-two job classifications, eighteen grades, and seven steps.

### **Study Specifications**

This study is expected to revise and/or create a job classification and compensation structure to insure a fair and equitable system both internally and externally. Tasks expected to be performed include:

1. Meet with City Staff to assess concerns and finalize the methodology and instruments to be used.
2. Present the work plan to the City Council.
3. Assist City Staff with communication tools to keep employees apprised throughout the process.
4. Perform job evaluations to establish and/or redefine grades/classifications groups and job relationships.
5. Identify the benchmark jobs from each grade/classification to survey.
6. Determine a relevant job market.
7. Conduct a customized market salary and benefit package survey. The survey must include the salaries of Police and Fire departments.
8. Review the job descriptions to insure that content and titles are current, accurate and are consistent with FLSA, EEO and ADA considerations. Priority will be given to those identified by City Staff.
9. Perform survey data analysis and recommend pay structures (grades/classification groups and pay ranges).
10. Discuss with City Management and Key Staff implementation strategies to present to the City Council. With the assistance of City Staff prepare implementation cost scenarios.
11. Present to the City Council the methodology followed in the study and recommendations by August 13, 2009.
12. If required, meet with City Council in August and September of 2009, during

## Proposal Requirements

The City of Benbrook will accept proposals from qualified respondents until 2:00 P.M. on April 29, 2009. Submitters must provide 5 bound copies of the proposal with a one-page cover letter to the Budget Director/Purchasing Agent's Office, Benbrook City Hall, 911 Winscott Road, Benbrook, Texas 76126.

Questions will be accepted until Wednesday, April 29, 2009 11:00 a.m. All questions concerning this **RFP** must be submitted in writing via e-mail or regular mail to Sherri Newhouse, Budget Director/Purchasing Agent at [newhouse@cityofbenbrook.com](mailto:newhouse@cityofbenbrook.com). or P. O. Box 26569, Benbrook, Texas, 76126-0569. All questions received, and the City's responses, will be posted on the City's website, [www.cityofbenbrook.com](http://www.cityofbenbrook.com).

The City has limited funding allocated for the completion of this project. Consultants are encouraged to be creative and resourceful in proposing the most cost-effective and efficient solutions for the needs outlined in this RFP. The proposal, in a format decided by the firm, shall contain the following information to be considered complete. Specifically:

1. Experience of the firm in conducting similar studies for governmental entities.
2. Minimum of three references from governmental entities, including names, addresses, and telephone numbers of parties for whom comparable work has been performed in the past five years. Include current and past clients.
3. List of all personnel to be involved in this study with a clear indication of their responsibilities in this study, previous team experience on similar studies, and professional resume. It is understood by the City that the individuals specified in the consultant's proposal are the individuals who will do the work associated with the compensation study, as described in the proposal. Any staff changes must be approved in writing by the Budget Director/Purchasing Agent.
4. Details of any instances in which the Consultant or Firm has ever had to legally defend themselves for services provided.
5. Management approach and philosophy.
6. A proposal for completion of the study in phases including a detailed description and methodology for each phase of the plan to achieve the necessary requirements.
7. Proposed time line to include start and completion dates for each phase of the study and to identify specific milestones.
8. The associated costs should be identified for each phase providing alternative cost(s) if City of Benbrook personnel perform specific tasks.
9. Any additional information which the consultant deems appropriate.

**Consultant Selection Process and Proposal Evaluation**

A committee which will include members of the City Management Team and City Staff will review the proposals and, if deemed necessary, may select a short list of firms which may be invited for interview and/or presentations. Selection criteria will include:

<b>FACTOR</b>	<b>WEIGHT</b>
Experience of the firm in conducting similar studies for governmental entities	15%
References from governmental entities	15%
Credentials of personnel to be involved in this study	10%
Management approach and philosophy	5%
Quality and organization of the proposal for completion of the study in phases including a detailed description and methodology for each phase of the plan to achieve the necessary requirements	20%
Proposed time line	15%
The associated costs identified for each phase on the alternative(s) cost presented	20%

After evaluating the selection criteria, the City anticipates negotiating a contract with the selected firm. If negotiations are unsuccessful, the City reserves the right to negotiate with the next highest-ranking firm. It is anticipated that the contract will be awarded on or before the Council meeting of Thursday, June 4, 2009, and that work will commence immediately. The desired project completion date is August 13, 2009.

The City of Benbrook reserves the right to reject any or all proposals. All costs for preparation and submission of proposals shall be born by the submitting consulting firm.

**Conflict of Interest Forms**

Each submitter shall provide a completed Conflict of Interest Questionnaire form for the submitting Consulting Firm. A copy of the form is attached, and this form may also be found at the Texas Ethics Commission website: <http://www.ethics.state.tx.us>

## TERMS AND CONDITIONS

**ADDENDA:** Any interpretations, corrections or changes to this Request for Proposals or specifications will be made by addenda. Sole issuing authority of addenda shall be vest in the City of Benbrook Budget Director/Purchasing Agent. Addenda will be mailed, emailed, or faxed to all who are known to have received a copy of this RFP. Respondents shall acknowledge receipt of all addenda by submitting an initialed copy with their proposal.

**ALTERING PROPOSALS:** Proposals cannot be altered or amended after submission deadline. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alterations or erasures made before opening time.

**APPROPRIATION CLAUSE:** Funds for payment have been provided through the City of Benbrook's 2008-09 Adopted Budget approved for this fiscal year only. State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the current City of Benbrook's fiscal year (September 30, 2009) shall be subject to budget approval. If funds are not approved, the City will notify the successful respondent in writing within fourteen (14) calendar days

**ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey the awarded contract, in whole or in part, without the prior written consent of the City of Benbrook.

**CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. The City of Benbrook's Budget Director/Purchasing Agent will make all change orders to the contract in writing as allowed by law.

**CONFLICT OF INTEREST:** In compliance with Local Government Code §176.006, all vendors shall file a completed Conflict of Interest Questionnaire with the City of Benbrook's Budget Director/Purchasing Agent.

**ETHICS:** The respondent 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 Benbrook.

**EXCEPTIONS/SUBSTITUTIONS:** All proposals meeting the intent of this RFP will be considered for award. Respondents taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of their proposal. The absence of such a list shall indicate that the Respondent has not taken exceptions and shall hold the Respondent responsible to perform in strict accordance with the specifications of the invitation. The City of Benbrook reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

**FELONY CRIMINAL CONVICTIONS:** The respondent represents and warrants that neither the respondent nor the respondent's employees have been convicted of a felony criminal offense, or under investigation of such charge, or that, if such a conviction has occurred, the respondent has fully advised the City of Benbrook as to the facts and circumstances surrounding the conviction.

**FORCE MAJEURE:** *Force majeure* is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight, such parties could not have reasonably been expected to avoid, and which, by the exercise of all reasonable due diligence, such parties are unable to overcome. Neither the successful respondent nor the City of Benbrook is liable for delays or failures of performance due to *force majeure*. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of *force majeure*.

**INSURANCE AND BONDS:** Successful respondent shall be required to carry, maintain and furnish to the City of Benbrook Surety Bonds (if required) and Insurance Coverage, including workers' compensation, as required by the North Central Texas Council of Governments for Public Works Construction projects.

**INVOICES:** Shall contain successful respondent's name and address, City of Benbrook's purchase order number, receiving departments name and address, item description including item number and price. Invoices shall be mailed directly to the City of Benbrook, attention Sherri Newhouse, P. O. Box 26569., Benbrook, Texas, 76126-0569.

**LATE SUBMITTALS:** The City of Benbrook reserves the right to reject late proposals. The City of Benbrook is not responsible for lateness or non-delivery of mail, carrier, etc. and the date/time stamp in the City of Benbrook shall be the official time of receipt. The City of Benbrook uses time and temperature at 817.844.6611 as its official time.

**MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE RESPONDENT:** a prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent must meet the following requirements:

1. Have adequate financial resources or the ability to obtain such resources.
2. Be able to comply with the required or proposed delivery schedule.
3. Have a satisfactory record of performance.
4. Have a satisfactory record of integrity and ethics.
5. Not be on the State of Texas debarred vendor list or on the Federal Excluded Parties List.

**PATENTS/COPYRIGHTS:** The successful respondent agrees to protect the City of Benbrook from claims involving infringements of patents and/or copyrights.



**PAYMENT:** Will be made upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Government Code. Successful respondent(s) is required to pay subcontractors within ten (10) days of work performed.

**PURCHASE ORDER:** The City of Benbrook shall generate a purchase order(s) to the successful respondent. The purchase order number must appear on all itemized invoices and packing slips. The City of Benbrook will not be held responsible for any orders placed or delivered without a valid current purchase order number.

**REFERENCES:** The City of Benbrook requests respondent to supply, with its RFP, a list of at least three (3) references where their firm supplied like services. Please include name of firm, address, telephone number and name of representative.

**REQUIRED DOCUMENTATION:** In response to this request for proposals, all documentation required by this RFP must be provided. Failure to provide this information may result in rejection of proposal.

**SALES TAX:** The City of Benbrook is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Our taxpayer identification number is 75-6003681.

**SAMPLES:** May be requested, free of expense, by the City of Benbrook and may be picked up by the respondent following the final award of the contract or sooner, as determined by the Budget Director/Purchasing Agent for the City of Benbrook. Requests for the return of samples need to be included with the respondent's Statement of Qualifications.

**SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

**SILENCE OF SPECIFICATIONS:** The apparent silence of 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. All interpretations of the specifications shall be made based on this statement.

**TERMINATION OF CONTRACT:** The contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful respondent must state therein the reasons for such cancellation.

**TERMINATION FOR DEFAULT:** The City of Benbrook reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City of Benbrook reserves the right to terminate the contract immediately in the event the respondent fails to:

1. Meet schedules.
2. Pay any fees.
3. Otherwise perform in accordance with these specifications.

In the event the successful respondent shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Benbrook shall give the successful respondent written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within five (5) working days of receipt of such notice by the successful respondent, default will be declared and all the successful respondent's rights shall terminate. Respondent, in submitting this proposal, agrees that the City of Benbrook shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

**VENUE:** Respondent shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Respondents operation under the contract. The resulting specifications and the contract herefrom shall be fully governed by the laws of the State of Texas, and shall be fully performable in Tarrant County, Texas, where venue for any proceeding arising hereunder will lie.

**WAGES:** Successful respondent shall pay or cause to be paid, without cost or expense to the City of Benbrook, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees and all such employees shall be paid wages and benefits as required by Federal and/or State Law. Wages must be equal to or more than the general prevailing rate of per diem wages for work of a similar character performed in the City of Benbrook.

**WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn so long as the request is received in writing from an authorized representative of the respondent prior to bid deadline of April 29, 2009, 11:00 a.m.

**INDEMNITY AGREEMENT:**

Except as hereinafter set forth, the successful respondent shall indemnify and hold harmless the City of Benbrook, "Owner," the Owner's Representative and their respective agents and employees from and against all claims, damages, losses and expenses, including but not limited to, attorney's fees arising out of or resulting from negligent performance of the services and any and all construction representation as set forth in the successful respondent's proposal, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property but only to the extent caused by negligent acts or omissions of the respondent, a subcontractor of the respondent, anyone directly or indirectly employed or contracted by the respondent or anyone for whose acts the successful respondent may be liable, and regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

## SUPPLIER INFORMATION FORM

<b>COMPANY'S FULL BUSINESS NAME:</b>	
<b>PHYSICAL ADDRESS:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>REMITTANCE ADDRESS:</b>	
<b>PHONE #:</b>	
<b>FAX #:</b>	
<b>CONTACT PERSON:</b>	
<b>PHONE #:</b>	
<b>PAYMENT TERMS/DISCOUNT:</b>	
<b>COMPANY TAX ID #:</b>	