



REQUEST FOR PROPOSALS

The City of Pharr is soliciting sealed Request for Proposals; hereinafter referred to as RFP, to be received by the City Clerk's Office located at 118 S. Cage Blvd, Pharr, Texas 78577. City of Pharr normal business days are Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and shall be closed on recognized holidays.

RFP'S will be received until **2:00 p.m. Central Time**, on November 23, 2016, shortly thereafter all submitted RFPS will be gathered and taken to the Pharr City Hall Commissioner's Room, 2nd Floor, to be publicly opened and read aloud. Any RFP received after the closing time will not be accepted and will be returned to the submitter unopened. It is the responsibility of the submitter to see that any RFP submitted shall have sufficient time to be received by the City Secretary's Office prior to the RFP opening date and time. The receiving time in the City Clerk's Office will be the governing time for acceptability of the RFP's. RFP's will not be accepted by telephone or facsimile machine. All RFP'S must bear original signatures and figures. The RFP shall be for:

RFP No. 1617-01-526-0009

CLASSIFICATION & COMPENSATION PLAN STUDY

Respondents receiving a "NOTICE TO RESPONDENTS" and/or "REQUESTS FOR PROPOSALS" notice in the mail or reading same in the newspaper are advised that the solicitation documents can be downloaded from the City of Pharr webpage address: www.pharr-tx.gov (Respondents must check the website often for any addendums that may be issued), or may obtain copies of the same by contacting the office of:

ANALI C. ALANIS, HUMAN RESOURCES DIRECTOR, LOCATED AT 118 S. CAGE BLVD., PHARR, TEXAS 78577 by calling (956) 402-4111 Ext. 1101 or by emailing your request to the following email address; anali.alanis@pharr-tx.gov.

If you have any questions or require additional information regarding this RFP, please contact Mrs. Anali C. Alanis, Human Resources Director at (956) 402-4111.

Hand Delivered RFP'S:

118 S. Cage Blvd.
ATTN: Juan G. Guerra (4th Floor)

If using Land Courier (i.e.FedEX.UPS):

City of Pharr
ATTN: Juan G. Guerra
118 S. Cage Blvd.
Pharr, Texas 78577

If Mailing Proposals:

City of Pharr
ATTN: Juan G. Guerra
118 S. Cage Blvd.
Pharr, Texas 78577

The City of Pharr reserves the right to refuse and reject any or all RFP's and to waive any or all formalities or technicalities and to accept the RFP deemed most advantageous to the City, and hold the RFP's for a period of 60 days without taking action.

RFP's must be submitted in an envelope sealed with tape and prominently marked on the lower left hand corner of the envelope with corresponding RFP number and title.

Please read your requirements thoroughly and be sure that the RFP offered complies with all requirements/specifications noted. Any variation from the solicitation requirements/specifications must be clearly indicated by letter, on a point by point basis attached to and made a part of your RFP. If no exceptions are noted, and you are the successful respondent, it will be required that the service(s) be provided as specified.

PURPOSE

(1)The purpose of these solicitation documents is to execute a Professional Services Contract for:

CLASSIFICATION & COMPENSATION PLAN STUDY

INTENT

(2)The services to be provided under this RFP shall be in accordance with and shall meet all specifications and/or requirements as shown in this solicitation for RFP. There is no intention to disqualify any respondent who can meet the requirements.

SUBMITTAL OF RFP

(3)RFPs shall be submitted in sealed envelopes as called referenced on the attached solicitation. Three (3) complete sets of the response. One (1) original marked "ORIGINAL," and two (2) copies marked "COPY." RFP's submitted by facsimile (fax) or electronically shall NOT be accepted. Submittal of an EDP in response to this solicitation constitutes an offer by the respondent. Once submitted, RFP in response to this solicitation, by any respondent, shall indicate that the respondent(s) has/have accepted the conditions contained in the RFP, unless clearly and specifically noted in the RFP submitted and confirmed in the contract between the City and the successful respondent otherwise. RFPs which do not comply with these requirements may be rejected at the option of the City. RFPs must be filed with the City of Pharr before the deadline day and hour. No late RFPs will be accepted. They will be returned to the respondent unopened (if properly identified). Failure to meet RFP requirements may be grounds for disqualification.

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ATTN: Juan G. Guerra
118 S. Cage Blvd.
Pharr, Texas 78577

TIME ALLOWED FOR ACTION TAKEN

(4) The City of Pharr may hold RFP's 60 days after deadline without taking action. Respondents are required to hold their RFP/s firm for same period of time.

RIGHT OF REJECT/AWARD

(5) The City of Pharr reserves the right to reject any or all RFPs, to waive any or all formalities or technicalities, and to make such awards of contract as may be deemed to be the best and most advantageous to the City of Pharr.

ASSIGNMENT

(6) Respondents are advised that the City of Pharr shall not allow the successful respondent to sell, assign, transfer, or convey any part of any contract resulting from this RFP in whole or in part, to a third party without the written approval of the City of Pharr.

AWARD

(7) Respondents are advised that the City of Pharr is soliciting RFPs and award shall be made to the respondent that in the opinion of the City of Pharr is the best qualified.

NUMBER OF CONTRACTS

(8) The CITY reserves the right to award, one, more than one, or no contract(s) in response to this RFP.

STATUTORY REQUIRMENTS

(9) It shall be the responsibility of the successful respondent to comply with all applicable State & Federal laws, Executive Orders and Municipal Ordinances, and the Rules and Regulations of all authorities having jurisdiction over the work to be performed hereunder and such shall apply to the contract throughout, and that they will be deemed to be induced in the contract as though written out in full in the contract documents.

ALTERATIONS/AMENDMENTS TO RFP

(10) RFP CANNOT be altered or amended after opening time. Alterations made before opening time must be initiate by respondent guaranteeing authenticity. No RFP may be withdrawn after opening time without acceptable reason in writing and only after approval by the City of Pharr.

NO RESPONSE TO RFP

(11) If unable to submit a RFP, respondent should return inquiry giving reasons.

LIST OF EXCEPTIONS

(12) The respondent shall attach to his/her RFP a list of any exceptions to the specifications/requirements.

PAYMENT

(13) The City of Pharr will execute payment by mail in accordance with the State of Texas Pay Law after SERVICES have been completed, introduced to the City, and found to meet City of Pharr specifications/requirements. No other method of payment will be considered.

SYNONYM

(14) Where in this solicitation package SERVICES is used, its meaning shall refer to the request for CLASSIFICATION & COMPENSTION PLAN STUDY as specified.

RESPONDENT'S EMPLOYEES

(15) Neither the Respondent nor his/her employees engaged in fulfilling the terms and conditions of this Service Contract shall be considered employees of the City. The method and manner of performance of such undertakings shall be under the exclusive control of the vendor on contract. The City shall have the right of inspection of said undertakings at any time.

INDEMNIFICATION CLAUSE

(16) The Respondent agrees to indemnify and save harmless the City, from all suits and actions of every nature and description brought against them or any of them, for or on account of the use of patented appliances, products or processes, and he shall pay all royalties and charges which are legal and equitable. Evidence of such payment or satisfaction shall be submitted upon request of the Purchasing Agent, as a necessary requirement in connection with the final estimate for payment in which such patented appliance products or processes are used.

INTERPRETATIONS

(17) Any questions concerning the project and/or specifications/requirements with regards to this solicitation for statement(s) of qualifications shall be directed to the designated individuals as outlined in the RFP. Such interpretations, which may affect the eventual outcome of this request for statements of qualifications, shall be furnished in writing to all prospective Respondents via Addendum. No interpretation shall be considered binding unless provided in writing by the City of Pharr in accordance with paragraph entitled "Addenda and Modifications".

VERBAL THREATS

(18) Any threats made to any employee of the City, be it verbal or written, to discontinue the providing of item/material/services for whatever reason and/or reasons shall be considered a breach of contract and the City will immediately sever the contract with the Respondent/Consultant on contract.

CONFIDENTIAL INFORMATION

(19) Any information deemed to be confidential by the respondent should be clearly noted on the pages where confidential information is contained; however, the City cannot guarantee that it will be compelled to disclose all or part of any public record under Texas Public Information Act, since information deemed to be confidential by the respondent may not be considered confidential under Texas Law, or pursuant to a Court order.

PAST PERFORMANCE

(20) Respondents past performance shall be taken into consideration in the evaluation of RFP submittal.

JURISDICTION

(21) Contract(s) executed as part of this solicitation shall be subject to and governed under the laws of the State of Texas. Any and all obligations and payments are due and performable and payable in Hidalgo County, Texas.

RIGHT TO AUDIT

(22) The City of Pharr reserves the right to audit; the vendor's books and records relating to the performance of this contract. The City of Pharr, at its own expense, shall have the right to all reasonable times during normal business hours and upon at least twenty-four (24) hours' advance

notice, to audit, to examine, and to make copies of or extracts from the books of account and records maintained by the vendor(s) with respect to the Supply/Service and/or Purchase Contract. If such audit shall disclose overpayment by City to vendor, written notice of such overpayment shall be provided to the vendor and the amount of overpayment shall be promptly reimbursed by vendor to the City. In the event any such overpayment is not paid within ten (10) business days after receipt of such notice, the unpaid amount of such overpayment shall bear interest at the rate of one percent (1%) per month from the date of such notice until paid.

VENUE

(23) The parties agree that venue for purposes of any and all lawsuits, cause of action, arbitration, and/or any other dispute(s) shall be in Hidalgo County, Texas.

CONFLICT OF INTEREST

(24) CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE Effective January 1, 2008, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Pharr not later than the 7th business day after the date the person becomes aware of facts that require the statement be filed. See Section 176,006, Local Government Code. An offense under this section is a Class C misdemeanor. For more information or to obtain Questionnaire CIQ visit the Texas Ethics Commission web page at www.ethics.state.tx.us/forms/CIQ.pdf.

IF YOU HAVE ANY QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT OF THE FILING REQUIREMENT. AN OFFENSE UNDER CHAPTER 176 IS A CLASS "C" MISDEMEANOR.

CONFIDENTIALITY OF INFORMATION AND SECURITY

(25) Should the successful respondent become the holder of and have access to confidential information in the process of fulfilling its responsibilities in connect with awarded contract the successful respondent agrees that it shall keep such information confidential and will comply fully with the laws and regulations of the State of Texas, ordinances and regulations of the City, and any applicable federal laws and regulations relating to confidentiality.

TERMINATION OF CONTRACT

(26) The City of Pharr reserves the right to terminate to the contract if, in the opinion of the City of Pharr, the successful vendor's performance is not acceptable, no funds are available, or if the City wishes, without cause, to discontinue this contract. Termination will be in written form allowing a 30-day notice.

RESPONSE DEADLINE

(27) Responses to the RFP must be addressed to City Manager, City of Pharr, 118 S. Cage Blvd by November 23, 2016 no later than 2:00 p.m. for consideration. An original and two (2) complete sets of the response must be submitted no later than this date and time in a sealed envelope indicating that its contents are in response to the RFP for "CLASSIFICATION & COMPENSATION PLAN"

STUDY". Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

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118 S. Cage Blvd.
Pharr, Texas 78577

ADDENDA AND MODIFICATIONS

(28) Any changes, additions, or clarifications to the RFP are made by amendments (addenda). Any respondent in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation from the Human Resources Department. At the request of the respondent, or in the event the Human Resources Department deems the interpretation to be substantive, the interpretation will be made by written addendum. Said Addenda shall be published in City's website. All Addenda issued in respect to this RFP shall be considered official changes to the original documents. Verbal statements in response to inquiries and/or requests for explanations shall not be authoritative or binding. It shall be the respondent's responsibility to ensure that they have received all Addenda in respect to this project. Furthermore, respondents are advised that they must recognize, comply with, and attach a signed copy of each Addendum which shall be made part of their RFP Submittal. Respondent(s) signature on Addenda shall be interpreted as the respondent's "recognition and compliance to" official changed as outlined by the City of Pharr and as such are made part of the original solicitation documents. Failure of any respondent to receive any such addendum or interpretation shall not relieve such respondent from its terms and requirements. Addendums are available online at www.pharr-tx.gov.

RFP PREPARATION COSTS

(29) The City of Pharr shall not be held liable for any costs incurred by any respondent for work performed in this preparation of and production of a RFP or for any work performed prior to execution of contract.

EQUAL EMPLOYMENT OPPORTUNITY

(30) Respondent agrees that they will not discriminate in hiring, promotion, treatment, or other terms and conditions of employment based on race, sex, national origin, age disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by said laws.

AUTHORIZATION TO BIND RESPONDENT TO RFP

(31) RFPs MUST give full firm name and address of respondent, and be manually signed. Failure to do so will disqualify your RFP. Person signing bid must show title or AUTHORITY TO BIND HIS/HER FIRM IN A CONTRACT. Firm name and authorized signature must appear on each page that calls for this information.

The legal status of the Respondent whether corporation, partnership, or individual, shall also be stated in the RFP. A corporation shall execute the RFP by its duly authorized officers in accordance with its corporate by-laws and shall also list the state in which it is incorporated. A partnership Respondent shall give full names and addresses of all partners. All partners shall execute the RFP. Partnership and individual Respondent shall state in the proposal the names and addresses of all persons with a vested interest therein. The place of residence of each Respondent, or in the office address in the case of a firm or company, with county and state and telephone number, shall be given after the signature.

Confidential Information. Respondents are advised that all confidential records must be submitted in a separate sealed envelope and marked accordingly.

RFP No. 1617-01-526-0009
CLASSIFICATION & COMPENSATION PLAN STUDY

The City of Pharr requests proposals from interested, highly qualified, and experienced consulting firms to design and conduct a comprehensive classification and compensation study and analysis for the City's employees. In addition, the City seeks recommendations on staff alignments, reporting relationships, and organizational structure for select departments.

Interested and qualified consultants who have demonstrated their ability at comparable agencies are invited to submit proposals. Proposals will be accepted until 2:00 p.m. November 23, 2015. Written responses and all supporting materials are to be submitted in one original and two (2) additional responses. Based on evaluation of the proposals, proposers (all or some) may be invited to an interview process with a panel of evaluations. Submittals to the Request for Proposal should be addressed to:

City of Pharr
ATTN: Juan G. Guerra
118 S. Cage Blvd.
Pharr, Texas 78577

BACKGROUND

The City of Pharr, a home rule municipality incorporated in 1916, serves approximately 78,000 residents and operated under a City Council/City Manager form of government. Currently, there are approximately 554 full-time employees, 43 part-time employees, and 127 active seasonal employees. The City offers a wide range of municipal services administered by the following departments:

- City Manager/Administration
- Grants Management
- Event Center
- Finance (includes Purchasing and Utility Billing)
- Fire
- Bridge
- Golf Course
- Human Resources
- Innovation Technology
- Library
- Municipal Court
- Parks & Recreation
- PEDC
- Development Services
- Engineering
- Police (Civil Service and under a Meet and Confer agreement)
- Police Athletic League
- Public Works (Streets & Alleys and City Garage)
- Public Utilities (includes water plant, water distribution, wastewater plant and lift stations)

It is not apparent that a classification and compensation study conducted externally by a consulting firm has been performed at the City. Staff has maintained and retained the classification and compensation plan

through compensation analyses conducted annually on various benchmarked positions; through job audits; and/or reclassifications and new classification development. Over the years, the City has undergone tremendous growth resulting in an increase in recruitment; reorganization of some City of Pharr departments and periodic requests for review of positions. Consequently, a thorough study of the City's classification and compensation plan is warranted.

SCOPE OF SERVICES

The City of Pharr anticipates that the study will involve phases of work comprised of the following:

Classification Study shall include but not be limited to:

- Review of background materials including organizational charts, budgets, personnel rules, job descriptions labor/association agreements, and related information;
- Review of all current classification specifications and analysis of knowledge, skill, ability, education and experience relevance and hierarchical consistency, conformity with ADA language relative to essential job functions (including physical requirements); position definitions, purpose, distinguishing characteristics, supervision and received and exercised, position duties and special requirements including licensing and certification requirements;
- Meet with staff to discuss study and agree on methodology and Position Description Questionnaire (PDQ) to be used
- Meet with Department Heads and mid-management staff to explain philosophy and components of study
- Conducting orientation and briefing sessions for employees covered within the scope of the study;
- Developing and distributing a job analysis questionnaire to each employee;
- Reviewing and analyzing the completed job-related questionnaires for all employees covered by the study;
- Conducting interviews with all (or representative sample of) covered employees;
- Drafting up-to-date, accurate class specifications in a format approved by Human Resources which reflect all current jobs;
- Developing new classes as appropriate;
- Identifying management, supervisory, professional, technical, and general employees, including FLSA status (exempt/non-exempt)
- Recommending deletion of outdated or unnecessary classes;
- Developing and identifying viable career progressions within the classification plan;
- Developing accurate ADA compliant language;
- Allocating all employees to an appropriate job class;
- Reviewing various job series in terms of appropriateness;
- Reviewing reporting/organizational structure and make recommendations;
- Preparing final version of all class specifications and include same in classification manuals as well as providing electronically. Classification manuals shall also include an introductory section that describes class concepts, and provides information about the distinctions of various levels within a class series and other pertinent information;
- Preparing appropriate implementation and maintenance manuals;
- Conducting comprehensive training sessions for key staff;
- If required, meet the City Council and City Management to review proposed Classification plan. Format presentation to the City Council may also be necessary.
- Providing periodic status reports on progress as requested.

COMPENSATION STUDY- shall include but not be limited to:

- Review of current compensation practices and related issues;
- Recommending salary survey benchmarks in conjunction with relevant benchmark classifications;
- Completing internal salary relationship analysis including the development of appropriate internal relationship guidelines (internal equity);
- Assess each classification systematically in relation to comparable Cities, as appropriate.
- Providing written report of methods, techniques, and data for the assessment of each position;
- Developing externally competitive and internally equitable salary recommendations for each job class included in the study;
- Recommending the vertical salary relationship/differentials between classes in each class series as well as a minimum and maximum salary range for each;
- Training City staff in the methodology used in systematically assess job classifications in order to maintain internal compensation equity in the future when adding, changing or deleting classifications.

CONSULTANT QUALIFICATIONS/REQUIRED PROPOSAL CONTENT

The Consultant shall be responsible for preparing an effective, clear, and concise proposal. All proposals must contain the following information:

Contact information including firm name, address, telephone, facsimile, and internet address;

- Names and titles of all principals/officers of the firm (name, title, phone number);
- Number of years your company has been conducting classification and compensation studies for municipalities;
- Consultant's understanding of the services to be provided;
- Description of the firm, including size, locations, number of years in business, and primary services provided;
- Summary of five similar studies conducted for public agencies of similar size during the past five years. Include names, addresses, email addresses and phone numbers of a contact person at the client agency for reference checking purposes;
- Resumes of experiences and education for all staff to be assigned to this project;
- Complete description of job analysis and compensation methodology including study objectives, and products, process, and steps and procedures;
- Detailed work plan, include a step-by-step study process, which includes an itemization of tasks to be performed, and estimated number of hours, and the timeline for completing each step.
- Include also the plan for communications and the employee appeal process;
- A statement indicating any information you may require for City staff and other City staff assistance that may be needed;
- Description, if applicable, of how City support staff and services are expected to be used in the project;
- Project timing and cost. 1) A project schedule should be supplied identifying beginning and end dates for each phase of work. 2) A rate schedule for computing any extra work not specified in the contracted Scope of Service, including hourly rates for all positions plus unit costs for incidental expenses. 3) Amount to be deducted from total cost estimate because consultant is conducting (or has conducted in the past 6 months) salary surveys for comparable jurisdictions/positions, the data from which can be shared rather than independently gathered.

- The consultant shall coordinate activities through and report to the Human Resources Director.
- A schedule for the completion of key components of the project and the project as a whole based on a start date of the date the agreement is entered into.

The City will not be liable for any costs associated with the preparation or transmittal of any proposal or material submitted in response to this RFP. All responses and documentation becomes the property of the City of Pharr.

PERIOD OF PERFORMANCE

The classification and compensation study be completed and copies of the final report prepared and presented to the Human Resources Director no later than three (3) months from the date the agreement is entered into.

CONSULTANT SELECTION PROCESS AND PROPOSAL EVALUATION

The contract award will be made after selection of one (1) respondent's proposal from among all respondents with implementation of services to follow; however, this RFP does not indicate a commitment by the City to award a contract to any successful respondent. An award of contract is estimated to occur no later than four (4) weeks after receipt of proposals. The City intends to evaluate the proposed services based upon the data presented in response to the RFP. The proposals will then be reviewed based on qualifications, specific experience, references, familiarity with the services and pricing, and then rated according to which company best meets the city's requirements.

KEY CONSIDERATIONS & EVALUATION CRITERIA

The RFP responses will be evaluate based upon the following 100 point system:

- Consultant's demonstrated expertise in classification and compensation studies on behalf of clients similar to the City of Pharr, 20 points;
- Perceived ability of consultant to meet the needs of the City of Pharr including, but not limited to, ability of the consultant to perform high quality work, costs of services and ability to control costs. 20 points;
- Consultant's availability and accessibility to work within the proposed schedule. 20 points;
- The experience, professional credentials and references of those persons who will actually be conducting the study. 20 points;
- Consultant's conceptual approach and process related to customer service as well as how the project will be managed and Consultant's ability to work effectively with City staff. 20 points:

The evaluation process shall include review of qualifications by a panel of City staff (RFP team) assigned by the City Manager and any other person(s) designated by the City. The City reserves the right, where it may serve the best interest of the City to request additional information and clarification from consultants. At the discretion of the City, consultants submitting proposals may be requested to make oral presentations as part of the evaluation process. All quotes, inquires, responses, or correspondence related to or in reference to this RFP, and all reports, charts, displays, schedules, exhibits, and other documentation submitted by the consultant will become property of the City and a matter of public record.

GENERAL INFORMATION

The City of Pharr reserves the right to reject any and all proposals should it be deemed in its best interest to do so. All proposals and related materials become the property of the City of Pharr and may be returned

only at its option. The City of Pharr is not obligated to accept any proposal or to negotiate with any respondent. All transactions subject to the final approval of the City of Pharr which reserves the right to reject any or all proposals without cause or liability.

All costs directly or indirectly related to responding to the RFP (including all costs incurred in supplementary documentation, information or presentation) will be borne by the proposer.

Any changes to the RFP by the City will be sent to each consultant or individual to whom an RFP has been sent. Such changes become an integral part of the RFP for incorporation into any contract awarded pursuant to the RFP.

Upon final selection of the consultant, the scope of service may be modified and refined during negotiations with the City. Any consulting firms downloading the Request for Proposal from the City of Pharr website, or any other source, and desiring to be considered for selection shall contact Mrs. Anali C. Alanis, Director of Human Resources at (956) 402-4150 prior to November 23, 2016, and provide contact information for any correspondence generated through the clarification process.

The City retains sole discretion to evaluate proposals and may make an award to the consultant the City seems to have the responsive proposal. Receipts of proposals in response to its RFP does not obligate the City in any way to engage any consultant and the City reserves the right to reject any or all proposals, wholly or in part, at any time, without penalty. The City shall retain the right to abandon the proposal process at any time prior to the actual execution of a contract with no financial or other responsibility in the event of such abandonment. The City reserves the right to negotiate all final terms and conditions of any agreements entered into.

COMPENSATION AND REIMBURSEMENT

Compensation for the scope of work defined in the Request for Proposal (RFP) will be the total amount for the completion of the project culminating with the acceptance of the completed Classification and Compensation Plan.

I have read and understood the requirements set forth in this RFP #1617-01-526-0009 and agree to comply except as noted.

Does the Company have an office located in Pharr, Texas? Yes _____ No _____

Has the Company ever conducted business with the City of Pharr? Yes _____ No _____

SUBMITTED BY: _____

PROPOSER: _____

SIGNED: _____

NAME (PRINT): _____

ADDRESS: _____

CITY/STATE: _____ ZIP: _____

TELEPHONE: (_____) _____
Area Code

FAX: (_____) _____
Area Code

FEDERAL TAX IDENTIFICATION NUMBER: _____

EMAIL ADDRESS: _____

RFP ATTACHMENT A

SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-federal entities from contracting with or making sub awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for foods or services equal to or in excess of \$100,000 and all non-procurement transactions (e.g., sub awards to sub recipients).

Contractors receiving individual awards of \$100,000 or more and all sub recipients must certify that their organization and its principals are not suspended or debarred by a federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a federal agency.

Vendor's Name _____

Signature of Company Official _____

Printed Name of Company Official _____

Date Signed _____

RFP ATTACHMENT B

CITY OF PHARR

FELONY CONVICTION DISCLOSURE STATEMENT

Felony Criminal Convictions: Respondent represents and warrants that Respondent and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised the City of Pharr as to the facts and circumstances surrounding the conviction.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name

Signature of Authorized Company Official

Authorized Company Official's Name (Please print)

- My firm is not owned or operated by anyone who has been convicted of a felony.
- My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s) _____

Details of Conviction(s) _____

RFP ATTACHMENT C

CITY OF PHARR

Affidavit of Non-Collusion, Non-Conflict of Interest, Anti-Lobbying

By submission of this bid, the undersigned certifies that:

1. Neither the bidder nor any of bidder’s officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, or agreed, directly or indirectly with any person, firm, corporation or other bidder or potential bidder any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached bid or the bid of any bidder, and further states that no such money or other reward will be hereinafter paid.

2. No attempt has been or will be made by this company’s officers, employees, or agents to lobby, directly or indirectly, the City Commission, City of Pharr or City Staff between bid submission date and award by the City of Pharr.

3. No officer or stockholder of the bidder is a member of the staff, or related to any employee of the City of Pharr except as noted herein below:

4. The undersigned certifies that he/she is fully informed regarding the accuracy of the statements contained in this certification, and that the penalties herein are applicable to the bidder as well as to any person signing in his/her behalf.

Signature/Title: _____

Printed Name: _____

Date: _____

RFP ATTACHMENT D

**CITY OF PHARR
SIGNATURE PAGE AND DECLARATION OF COMPLIANCE**

Check (☐) the box that indicates business structure of Proposer

Individual/Sole Proprietorship Partnership or Joint Venture Corporation Other Entity (State Type) _____

The undersigned certifies that (s)he is _____ (title) of the Proposer entity named below; that (s)he is authorized to sign this Qualification Form (if a Corporation then by resolution with Certified Copy of resolution attached) for and on behalf of the entity, if any, named below, and that (s)he is authorized to execute same for and on behalf of and bind said entity to the terms and conditions provided for in the Qualification as required by this RFQ, and has the requisite authority to execute an Agreement on behalf of Proposer, if awarded, and that the 11-digit Comptroller’s Taxpayer Number for the entity, if any, is:

11-digit Comptroller’s Taxpayer Number

Employer Identification Number

Proposer Organization Name

By: _____

Printed Name: _____

Title: _____

By: _____

(If Proposer is a Joint Venture, an authorized signature from a representative of each party is required)

Printed Name: _____

Title: _____

By signing this Signature Page and Declaration of Compliance, I do hereby declare that I have read the Request for Qualification on which our Qualification is submitted with full knowledge

of the requirements, and do hereby agree to furnish all services in full accordance with the requirements outlined in the Request for Qualification.

By signing and executing this Qualification, I further certify on behalf of my organization and represent to the City of Pharr that Proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined by TEXAS PENAL CODE ANN.§ 218, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this Qualification; the Proposer also certifies and represents that Proposer has not offered, conferred or agreed to confer a pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this Qualification; the Proposer certifies and represents that Proposer has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Pharr concerning this Qualification on the basis of any consideration not authorized by law; the Proposer also certifies and represents that Proposer has not received any information not available to other Proposer so as to give the undersigned a preferential advantage with respect to this Qualification; the Proposer further certifies and represents that Proposer has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Proposer will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of Pharr in return for the person having exercised the person's official discretion, power or duty with respect to this Qualification; the Proposer certifies and represents that it has not nor and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any officer, trustee, agent or employee of the City of Pharr in connection with information regarding this proposal, the submission of this Qualification, the award of this Qualification or the performance, delivery or sale pursuant to this Qualification.