



**CITY OF FREEPORT, TEXAS  
REQUEST FOR PROPOSALS**

**COMPENSATION/SALARY SURVEY  
COMPETITIVE SEALED BID #2025-05**

**DEADLINE:  
FRIDAY, MAY 9, 2025 BY 2:00 P.M.**

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## **INTRODUCTION**

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

The City of Freeport (the “City”) is requesting proposals for professional compensation survey and analysis services from qualified compensation and benefits consulting firms (“firm” or “respondent”) to survey, review and recommend best practice compensation and benefit plans.

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

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

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

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

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

### **C. Questions**

To request a copy of the RFP or for questions related to the City’s purchasing process, contact Ashlee Hurst, Finance Director, at 979-871-0112, or via email at [ahurst@freeporttx.gov](mailto:ahurst@freeporttx.gov)

To submit technical questions related to this RFP, contact Donna Fisher, Human Resources Director, at 979-871-0103, or via email at [dfisher@freeporttx.gov](mailto:dfisher@freeporttx.gov)

#### **D. Submissions**

Respondents are required to submit four (4) original proposals. Responses must be completed and submitted as described in this RFP and must be returned in a sealed envelope bearing the name and address of the respondent. *Incomplete responses or responses received after the submission deadline will not be considered under any circumstances.* The right to accept any proposal, or to reject any or all proposals and/or to waive all formalities is hereby reserved by the City Council of the City of Freeport, TX. Sealed proposals will be accepted until **2:00 p.m. on May 9, 2025 and should be addressed as follows:**

**City of Freeport  
Attention: Clarisa Molina, City Secretary  
1201 North Avenue H  
Freeport, TX 77541  
RFP #2025-05 – Compensation/Salary Survey**

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

## **TIMELINE**

The *tentative* schedule of this RFP is as follows:

Tuesday	March 25, 2025	Release RFP on website
Friday	March 28, 2025	First of two bid advertisements in newspaper <i>(The Facts)</i>
Friday	April 4, 2025	Second of two bid advertisements in newspaper <i>(The Facts)</i>
Friday	May 2, 2025	Deadline for questions
<b>Friday</b>	<b>May 9, 2025</b>	<b>Proposal submission deadline</b>
Monday	May 19, 2025	Anticipated City Council award of contract*

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

The City may request the firm being awarded the contract to be present at the City Council meeting at which the contract will be awarded.

## **GENERAL TERMS AND CONDITIONS**

### **A. Reimbursements**

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

### **B. Addenda**

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

### **C. Certification**

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

### **D. Reservations**

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

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

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

### **E. Disclosure**

At the public opening, there will be no disclosure of contents to the respondents, and all proposals will be kept confidential during the evaluation and negotiation process. Except for confidential information the firm identifies as proprietary, all proposals will be available for

public inspection after the contract award, in accordance with the Texas Public Information Act.

#### **F. Award of the Contract**

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

Chapter 176, Texas Local Government Code requires that disclosures of certain relationships be made in relation to certain contracts with the City. Local government officers are the members of the City Council, the City Manager, and other City employees or agents who exercise discretion in planning, recommending, selecting and contracting of a vendor. Please contact the City Secretary for a list of City employees and agents who may qualify as local government officers.

A completed CIQ Form, herein Attachment A, is required with each response.

Once a selection is made and the City has the intent to award, the successful respondent will be required to submit Form 1295 to the State of Texas electronically prior to executing the agreement or purchase order.

[https://www.ethics.state.tx.uswhatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.uswhatsnew/elf_info_form1295.htm)

#### **G. Insurance**

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

## **SPECIFIC TERMS AND CONDITIONS**

- A.** This RFP and the contents of the successful proposal shall become part of any subsequent contractual document related to these professional auditing services. In the event of a discrepancy between the RFP and the proposal, the RFP shall rule. Any contract modifications necessitated during the term of the contract shall be in writing and subject to approval of the City Council.
- B.** The City may terminate this contract at any time upon 60-days written notice. The firm shall be compensated for the services satisfactorily performed prior to the termination date. If, through any cause, the firm fails to fulfill its obligations under this contract, or if the firm violates any of the terms and conditions of this contract, the City has the right to terminate this contract upon five (5) days written notice.

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

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

## **GENERAL INFORMATION**

Ideally situated on the central Gulf Coast, the City of Freeport, Texas, is approximately 60 miles south of Houston and 45 miles southwest of Galveston in Brazoria County. Freeport is home to over 12,000 residents who enjoy beautiful beaches, outstanding offshore fishing, and a welcoming, small-town atmosphere, and is part of the Brazosport, Southern Brazoria County area.

The City operates under a home rule, council-manager form of government. The City council consists of a mayor and four other members serving two-year terms. The City provides a full range of services, including police and fire protection; the construction and maintenance of streets and other infrastructure; sanitation, water and sewer services; library services; recreational and cultural opportunities; and general administrative services.

The City of Freeport has a standard title/compensation plan that covers a total of approximately 140 full time and part time employees. The current title/compensation plan was last reviewed comprehensively by an external entity in 2020. The components of this plan include base pay, incentive pay programs (longevity pay, certification pay, sick time incentive pay and educational incentive pay), allowance payments, and benefits (health and retirement).

Currently there are two salary charts – Regular, Police Department step matrix. Employees make up both exempt and non-exempt positions. Regular classified staff are eligible for merit pay increases and cost of living increases as approved by City Council, the Police Department step matrix is not eligible for cost of living increases when approved by City Council unless specifically stated otherwise.

## **SCOPE OF WORK**

It is the City's intent to award a contract to the one firm that offers the most advantages to the City for professional compensation and benefits surveying and consulting services.

The City of Freeport invites qualified compensation consultants to submit proposals to perform a review of the existing compensation and benefit plans, perform a total cost of compensation and benefit survey, and prepare one or more pay plan schedules.

Scope of Work components will include:

1. Develop a proposal for a total compensation and benefit program that is fair, equitable, legally compliant, recognized as best practice, aligned with organizational objectives and competitive with other organizations (public and private) in the surrounding geographic market area from which the City of Freeport recruits;
2. Recommend classification and pay administration practices consistent with proposed compensation and benefits program to include consideration of pay for performance, incentives and rewards for individuals or alternative reward strategies, which may be suitable for specific classifications that support our recruitment and retention efforts.
3. Benchmark organizations that will define the "market" in order for the City of Freeport to be able to compete for talent.
4. Dependent on selected future course, review current pay philosophy, pay policies and methods currently being used to evaluate, assess, and reclassify positions to ensure best practice standards and/or reasonable practices are being applied.
5. Determine if a Grade/Step model is recommended and should be used for the future; review up to 45 benchmark positions (a few per grade) to determine overall if our grades for similarly situated positions seem to remain market competitive. The city would purchase these services at the recommendation of the consultant where reasonable and within budget.
6. Dependent on selected future course, develop multiple alternative recommendations demonstrating the methodology the City should use to implement the new classification and compensation system, and the advantages, disadvantages, and cost of each alternative.
7. Define the process for communications with managers, supervisors, and employees during each step of the compensation plan implementation. Include meetings with, and presentations to, employees and City administration management team, including department heads and Human Resources staff.
8. Propose a policy and procedure to address compensation for external recruitment.
9. Dependent on selected future course, create an objective evaluation of supplemental pay programs to include certification pay, longevity pay, education pay and shift differential that includes recommendation of future best practice scenarios.
10. Review existing benefits structures and develop realistic recommendations for improvement to ensure competitiveness.

All above activities would include itemized cost estimations so that the city can tailor the scope of the engagement. The consultant may propose additional or alternative tasks deemed necessary to complete the above.

## **OTHER PROVISIONS**

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

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

The City shall provide necessary accommodations during field work including workspace, access to office equipment, policy information and limited inquiry access to the City's HR systems.

## **EVALUATION**

### **A. Evaluation Criteria**

The evaluation of the proposals will be made based on the criteria listed below. While pricing is a consideration, it is clearly not the primary factor in the selection of the firm. The contract award will not necessarily be made to the firm that provides the lowest cost proposal. The contract award will be based primarily on demonstrated competence and qualifications using the listed criteria. It is important that the proposal be clear and complete. Incomplete applications will not be considered under any circumstances.

- |                  |   |
|------------------|---|
| <b>25 points</b> | Qualifications and experience of the firm and key personnel to be assigned to work with the City particularly as it relates to performing similar engagements for governmental entities   |
| <b>25 points</b> | Technical ability of the firm to perform the needed services, including an evaluation of the engagement plan and proposed staffing as well as, if applicable, a performance evaluation based on any prior work experience with the firm |
| <b>15 points</b> | Thoroughness of the response as it relates to the Scope of Work requirements and organization of the requested information  |
| <b>10 points</b> | References substantiating the firm's experience and success in providing services to similar governmental entities  |
| <b>25 points</b> | Proposed fee for services   |

### **B. Application Review**

The proposals will be reviewed and evaluated by City staff which may include the Human Resources Director, City Secretary, Finance Director and City Manager.

Based on these reviews and evaluations, City staff will forward a recommendation to the City Council, which will make the final selection.

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

## **INSTRUCTIONS AND REQUIREMENTS**

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

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

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

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

**Technical Approach and Understanding of the Scope of Work** – Please indicate a clear understanding of the scope of work, including a detailed project plan for this engagement outlining the major tasks and responsibilities, timeline, and associated staffing. Please complete a proposed schedule for each phase of the engagement including interim work, and field work. The plan should clearly distinguish the firm's understanding of its duties and responsibilities versus expectations from the City. The absence of any distinction shall signify that the firm is assuming full responsibility for all

tasks.

**Additional Information** – Please provide any additional, relevant information regarding court actions, pending litigation, conflicts of interest, or other matters not previously specified about which the City should be made aware.

**References** – Please provide at least four references from governmental entities, particularly municipalities, including the entity's name and mailing address, contact name, telephone number and email address.

**Certification and Acknowledgement** – A complete and fully executed (signed) Certification Form is required.

**Addenda** – If applicable, please include any addenda items requested, including a signed acknowledgement of each addendum.

**Optional** – Any additional information deemed pertinent by the firm should be included after the required information.

**Forms** – the completed CIQ Form, Attachment A, and a completed IRS W-9 Form is required with each response.

**CERTIFICATION**

Respondents are required to include the following signed certification with the proposal as referenced above.

**Certification Form**

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Further, the undersigned affirms that the firm agrees to all terms and conditions contained in this Request for Proposal for professional auditing services issued by the City of Freeport, Texas as authorized by the City Council of the City of Freeport, Texas on \_\_\_\_\_, 2025.

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

**END OF REQUEST**

**CITY OF FREEPORT  
PUBLIC NOTICE  
COMPETITIVE SEALED BID #2025-05  
COMPENSATION/SALARY SURVEY**

The City of Freeport is requesting proposals for professional compensation survey and analysis services from qualified compensation and benefits consulting firms to survey, review and recommend best practice compensation and benefit plans.

**The deadline for submission of proposals is 2 p.m. Friday, May 9, 2025.** It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Bids received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All bids submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Freeport, Attention: City Secretary, Bid#2024-16 – Annual Fuel Contract, and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 1201 North Ave H, Freeport, Texas 77541 on Friday, May 9, 2025 at 2 p.m..

Bid documents may be downloaded from the City of Freeport's website at [freeport.tx.us/page/public\\_notices](http://freeport.tx.us/page/public_notices) or obtained in person at Freeport City Hall, 1201 North Ave H, Freeport, Texas 77541.

Vendors may submit bids for any or all activities.

Multiple contracts may be awarded as a result of this solicitation. The City of Freeport will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts. Bids shall be valid for a period of sixty (60) days from the date they are opened.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit bids.

1<sup>st</sup> Advertisement: The Facts, Friday, March 28, 2025

2<sup>nd</sup> Advertisement: The Facts, Friday, April 4, 2025

For inquiries regarding this RFP, please contact Ashlee Hurst, Finance Director, by phone, 979-871-0112, or email, [ahurst@freeporttx.gov](mailto:ahurst@freeporttx.gov) The deadline for inquiries is Friday, May 2, 2025 at 5:00 P.M.

## ATTACHMENT A

**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 in this section is being disclosed.

 \_\_\_\_\_  
 Name of Officer

This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section 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 named in this section AND the taxable income is not received from the local governmental entity?

 Yes       No

C. Is the filer of this questionnaire employed by 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?

 Yes       No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

 \_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

 \_\_\_\_\_  
 Date