
CITY OF SAN MATEO
HUMAN RESOURCES DEPARTMENT



330 West 20th Avenue
San Mateo, CA 94403
(650) 522-7260

REQUEST FOR PROPOSAL

EMPLOYEE/LABOR RELATIONS AND CONSULTATION SERVICES

FOR THE CITY OF SAN MATEO

Proposals must be submitted via email to:

Teresa Abrahamsohn, Senior Human Resources Analyst
City of San Mateo
Human Resources Department

tabrahamsohn@cityofsanmateo.org

By:

5:00 p.m. Pacific Standard Time
Friday, August 30, 2019

I. General Information and Schedule of Events

A. Introduction

The purpose of this RFP is to provide prospective Consultants with information that will enable them to prepare and submit a proposal for professional labor negotiations services, which includes assisting Human Resources in advising the City Council and the City Manager in employer-employee relations, and assisting the Human Resources Department with meeting and conferring in good faith with representatives of recognized employee organizations.

The City of San Mateo is seeking a partnership that will maintain the respectful relationships between the City and its employee organizations and utilize an interest-based approach whenever feasible. The City welcomes proposals from all qualified service providers. The City may, in its sole discretion, enter into contracts with multiple qualified providers or may reject all proposals and not award a contract at this time.

B. General Information About the City

San Mateo is a charter city. A five-member elected City Council serves as the governing body of the City, while a City Manager, appointed by the City Council, serves as the chief executive officer of the City and is responsible for its day-to-day operations.

The City of San Mateo has approximately 450 full-time and 200 per diem employees working in eleven (11) departments. The City delivers municipal services that include police, public works, community development, library, leisure services and wastewater treatment, and serves a population of over 100,000 residents.

The workforce is organized into nine (9) collective bargaining units, as set forth in the chart below. The City Manager, City Attorney, Department Heads, Deputy Directors and some per diems are not represented by a recognized employee organization.

Organization	Approximate Number of Employees Represented	MOU Expiration Date
SEIU Library Per Diem Unit	65	
SEIU Library Merit Unit	25	
Police Officers' Association	110	
Police Sergeants' Association	15	
SEIU Non-Merit Part Time Unit	50	
SEIU Maintenance Unit	80	
SMCEA General Unit	130	
Management Association	75	
Safety Managers Association	10	

C. Key Action Events and Timelines

Listed below are the target dates for events. All target dates are predicated on the issue date of the RFP. The City reserves the right to change these dates at any time.

Event	Target Date
Release of RFP	Wednesday, August 7, 2019
Last day to submit any questions related to the RFP to the City of San Mateo's Human Resources	Friday, August 16, 2019 by 5:00 PM
Responses to additional questions issued to bidders	Tuesday, August 20, 2019 by 5:00 PM
Deadline to submit proposals	Friday, August 30, 2019 at 5:00 PM
Review and selection/consideration process	Wednesday, September 10, 2019
Oral presentations by finalists	Week of September 23, 2019
Selection of Proposal	Week of October 7, 2019
Contract Completion / City Council Review and Approval	Monday November 18, 2019
Contract Start Date	December 1, 2019

II. Scope of Work and Specifications, Method of Costing, and Experience Requirements

A. Scope of Work and Specifications

The following describes the services to be performed by the selected proposer:

1. Assist Human Resources in advising and consulting with the City Council and the City Manager on matters relating to employer-employee relations. This includes in-person and other consultations with Human Resources as deemed necessary by Human Resources personnel, including, but not limited to:
 - Meet with designated staff to define management goals and policy for labor negotiations;
 - Provide research and consultation on current trends, practices and community standards of other public employers on a variety of labor related issues;
 - Meet with designated staff to assist in formulating the management proposals for negotiations;
 - Participate in drafting proposals for negotiations;
 - Perform necessary fact research for negotiations;
 - Provide progress reports, make recommendations, and receive direction;
 - Provide consultation and assistance with grievance handling, disciplinary appeals, and other conflict resolution procedures;
 - Provide consultation and assistance with determining questions of scope of bargaining and bargaining obligations; and
 - Provide employee/labor relations training as needed.
2. Meet and confer in good faith for and on behalf of the City, as the designated representative of the City Manager, with representatives of recognized employee organizations of the City of San Mateo, including, but not limited to:
 - Attend negotiation sessions as the City's lead negotiator;
 - Serve as spokesperson for situational meetings and conferences as they arise, including, but not limited to, the impact of layoffs, statutory changes, pension modification, work schedule changes, revisions of departmental rules and staffing guidelines.
 - Act as the City's management advisor in mediation, impasse proceedings, fact-finding, arbitration and related procedures.

3. Assist Human Resources in reporting to the City Council and the City Manager on the progress of meeting and conferring in good faith with each of the recognized employee organizations.
4. Present before the Public Employment Relations Board.

B. Method of Costing

The City is prepared and willing to consider proposals that provide a cost evaluation based on either or both of the following two methodologies:

- A flat rate, all-inclusive fee for each year of the contract length; or
- A cost structure based on one or more hourly rates, and for each hourly rate, a description of the services that will be provided for that hourly rate.

The City reserves the right to accept other than the lowest price and to negotiate with proposer on a fair and equal basis when the best interests of the City are served by so doing.

III. General Terms and Conditions

A. General Contract Requirements

1. Contract Period

The contract term is anticipated to be for a five (5) year period, with an option by mutual agreement of the City of San Mateo and Consultant to renew for two (2) additional 1-year periods.

2. References

Each Proposer shall submit with their RFP response three (3) local government client references with similar operations, including agency name, mailing address, contact person name and phone number, and a description of employee / labor relations services provided.

3. City's Standard Contract

The purpose of the attached Sample Agreement is to indicate the type of contract contemplated, and to set forth some of the general provisions the City anticipates including in the final contract. In submitting a proposal, the Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection, sets forth the basis for the objection, and provides substitute language to make the clause acceptable to the Proposer. Such objections and substitute language must be submitted no later than the deadline for the proposal. The City may or may not agree with proposed language changes to the standard agreement.

B. Addenda

The City may modify the RFP prior to the fixed date for submission of proposals by the issuance of an addendum.

C. Contractor's Costs

Costs for developing proposals are entirely the responsibility of the Proposer and shall not be chargeable to the City of San Mateo.

D. Proposals are "Public Records"

All proposals submitted in response to this RFP shall become the exclusive property of the City and shall be subject to public disclosure pursuant to the California Public Records Act (Cal. Govt. Code Section 6250 et. seq.). Public records are open to inspection during normal business hours.

Submission of a proposal constitutes a complete waiver of any claims whatsoever against the City, and/or its agents, officers or employees, that City has violated a Proposer's right

to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

E. Delivery of Proposals

1. Email proposals to: tabrahamsohn@cityofsanmateo.org

Teresa Abrahamsohn, Senior Human Resources Analyst
City of San Mateo
Human Resources Department

Phone (650) 522-7276

2. Proposals must be received not later than 5:00 p.m., PST, on Friday, August 30, 2019. Proposals must be attached to the email as a PDF document.
3. Proposals transferred via facsimile, or any other electronic means other than email **shall not** be considered.
4. All proposals must be signed with the firm / company name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

F. Rejection of Proposals

The City reserves the right to reject all proposals and to not award any contract pursuant to this RFP.

G. Errors or Omissions in Cost of Items in the Proposal

If an item is described in the narrative and omitted from the cost data, the proposal will be interpreted to mean that the item will be provided by the Proposer at no cost. If this is a significant item, the Proposer will be notified.

IV. Proposal Submission

A. General

The proposal shall be used to determine the applicant's capability of rendering the services to be provided. The failure of an applicant to fully comply with the instructions in this RFP may eliminate its proposal from further evaluation, as determined in the sole discretion of the City. The City reserves the sole right to evaluate the contents of proposals submitted in response to this RFP and to select a successful contractor, if any. The City reserves the right to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the City.

B. Program Narrative

1. Service Description / Scope of work

Describe the overall services your company / firm intends to provide.

2. Organizational Background

Describe your company's / firm's history, mission, programs, and services provided; administrative structure; and experience providing similar services. Attach an organizational chart.

3. Experience Requirements

Include detailed and relevant information that fully demonstrates that the Proposer meets the experience criteria. Proposals should contain information reflecting but not limited to:

- Regular and continuous engagement in the business of providing employee and labor relations consulting services for at least five (5) years prior to the date of this RFP issuance;
- Knowledge of and experience with current employer-employee relations practices, trends and major problems, principles of labor negotiations, applicable federal and state labor laws, public and private sector labor practices, structure and operation of municipal government, and employee benefit and retirement programs.
- High skill level and demonstrated experience with: (a) standard principles of the collective bargaining process in the public sector, (b) serving as a lead negotiator for a variety of labor negotiations and settlements encompassing a diverse range of employee organizations, (c) establishing cooperative labor-management relationships, (d) working cooperatively and discretely with elected officials and staff, (e) dispute resolution, and (f) written and oral communication.

4. Staffing

List the staff anticipated to perform the services, including disciplines and degrees, as appropriate. Indicate the qualifications, training, and experience of each team member. Provide a list of negotiator services performed during the past year by the personnel listed above, with the name of the cities, counties, and other government agencies, and a brief description of the scope of work.

5. Costs

Each proposal must include a detailed explanation of the cost to be charged to the City for consulting services, as detailed in II.B. above.

C. Proposal Format

All proposals should be typewritten; have consecutively numbered pages, including any exhibits, charts or other attachments; and be submitted as a PDF document. The applicant must sign the proposal. Proposals should include and be presented in the following order:

- **Cover memo:** One page cover letter which includes the address, tax identification number, voice and fax phone numbers, and email address of the person(s) to be used for contact and are authorized to represent the proposer.
- **Program Narrative:** As itemized in IV. B. above.
- **Listing of Business References:** Include three (3) local government client references familiar with the quality and reliability of your work as it relates to negotiations services provided.

Proposals must be received by the final filing date and may be rejected if received after 5:00 p.m. PST, Friday, August 30, 2019.

V. Proposal Selection and Evaluation Criteria

A. Evaluation Criteria

All proposals received will be evaluated by an RFP Review Committee. The following criteria, not listed in the order of importance, will be used to determine which company / firm best meets the needs of the City. Proposals will be evaluated based on the following criteria:

1. Program Description – clear understanding of the scope and services to be provided and sufficient staffing to provide services
2. Proposer’s Experience – history of successfully providing similar services and capability and experience of key personnel
3. Financial Narrative – pricing
4. Conformance to the terms and conditions of this RFP
5. Positive references and background checks
6. Strong and engaging presentation skills

B. Additional Information

If the City determines, at its sole discretion, that additional information is required or desirable beyond that provided in the proposal(s) of any of the applicant(s), City shall request such information.

C. Inability to Negotiate a Contract

After an applicant has been recommended by the RFP Review Committee and selected by the Human Resources Director, the City and such applicant will negotiate a contract for submission to the City Council for consideration and possible approval. If a satisfactory contract cannot be negotiated, the City may, in its sole discretion, begin contract negotiations with one or more of the remaining applicants.

D. Protest Process

Protests will be handled in accordance with City Council Resolution No. 61.

SAMPLE

AGREEMENT WITH _____ FOR PROFESSIONAL EMPLOYEE/LABOR RELATIONS CONSULTANT SERVICES

This Agreement, made and entered into this ____ day of _____, 2017, by and between the **CITY OF SAN MATEO**, a municipal corporation existing under the laws of the State of California ("CITY"), and _____, (CONSULTANT");

RECITALS:

A. CITY desires certain labor relations and consultation services hereinafter described.

B. CITY desires to engage CONSULTANT to provide these labor relations and consultation services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, IT IS AGREED as follows:

SECTION 1 - SCOPE OF SERVICES

The scope of services to be performed by CONSULTANT under this Agreement is as described in Exhibit A to this Agreement, attached and incorporated by reference.

SECTION 2 - DUTIES OF CONSULTANT

CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all work furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its work.

CONSULTANT represents that it is qualified to furnish the services described under this Agreement.

CONSULTANT shall be responsible for employing or engaging all persons necessary to perform the services of CONSULTANT.

SECTION 3 - DUTIES OF CITY

CITY shall provide pertinent information regarding its requirements for the project.

CITY shall examine documents submitted by CONSULTANT and shall render decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of CONSULTANT'S work.

SECTION 4 - TERM

The services to be performed under this Agreement shall commence on December 1, 2019 and shall continue until termination by thirty (30) days written notice by either party.

SECTION 5 - PAYMENT

Payment shall be made by CITY only for services rendered and upon submission of a payment request upon completion and CITY approval of the work performed. In consideration for the full performance of the services set forth in Exhibit A, CITY agrees to pay CONSULTANT a fee pursuant to rates stated in Exhibit B to this Agreement, attached and incorporated by reference.

SECTION 6 - TERMINATION

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY shall have the right to terminate this Agreement or suspend work on the Project for any reason, upon thirty (30) days' written notice to CONSULTANT. CONSULTANT agrees to cease all work under this Agreement upon receipt of said written notice.

Upon termination and upon CITY'S payment of the amount required to be paid, documents become the property of CITY, and CONSULTANT shall transfer them to CITY upon request without additional compensation.

SECTION 7 - OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional service, are and shall be the property of CITY, whether the project for which they are made is executed or not.

SECTION 8 - CONFIDENTIALITY

All reports and documents prepared by CONSULTANT in connection with the performance of this Agreement are confidential until released by CITY to the public. CONSULTANT shall not make any such documents or information available to any

individual or organization not employed by CONSULTANT or CITY without the written consent of CITY before any such release.

SECTION 9 - INTEREST OF CONSULTANT

CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services under this Agreement.

SECTION 10 - CONSULTANT'S STATUS

It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT shall at all times be considered an independent contractor as defined in Labor Code Section 3353, under control of the CITY as to the result of the work but not the means by which the result is accomplished. Nothing herein shall be construed to make CONSULTANT an agent or employee of CITY while providing services under this Agreement.

SECTION 11 - INDEMNITY

CONSULTANT agrees to hold harmless and indemnify CITY, its elected and appointed officials, employees, and agents from and against any and all claims, loss, liability, damage, and expense arising out of CONSULTANT'S performance of this Agreement, except those claims arising out of CITY'S sole negligence or willful misconduct. CONSULTANT agrees to defend City, its elected and appointed officials, employees, and agents against any such claims.

SECTION 12 - INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract and three years thereafter the insurance specified in Exhibit C to this Agreement.

SECTION 13 - NONASSIGNABILITY

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted by CONSULTANT without the prior written consent of CITY.

SECTION 14 - RELIANCE UPON PROFESSIONAL SKILL OF CONSULTANT

It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done under this Agreement and that CITY relies upon the skill of CONSULTANT to do and perform the work in the most skillful manner, and CONSULTANT agrees to thus

perform the work. The acceptance of CONSULTANT's work by CITY does not operate as a release of CONSULTANT from said obligation.

SECTION 15 - WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any other term, condition, ordinance, or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 - SEVERABILITY

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

SECTION 17 - COSTS AND ATTORNEY FEES

Attorney fees in total amount not exceeding \$5000, shall be recoverable as costs (by the filing of a cost bill) by the prevailing party in any action or actions to enforce the provisions of this Agreement. The above \$5000 limit is the total of attorney fees recoverable whether in the trial court, appellate court, or otherwise, and regardless of the number of attorneys, trials, appeals, or actions. It is the intent of this Agreement that neither party shall have to pay the other more than \$5000 for attorney fees arising out of an action, or actions to enforce the provisions of this Agreement.

SECTION 18 - NON-DISCRIMINATION

CONSULTANT warrants that it is an Equal Opportunity Employer and shall comply with applicable regulations governing equal employment opportunity. Neither CONSULTANT nor any of its subcontractors shall discriminate in the employment of any person because of race, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment and Housing Act.

SECTION 19 - MEDIATION

Should any dispute arise out of this Agreement, any party may request that it be submitted to mediation. The parties shall meet in mediation within 30 days of a request. The mediator shall be agreed to by the mediating parties; in the absence of an agreement,

the parties shall each submit one name from mediators listed by either the American Arbitration Association, the California State Board of Mediation and Conciliation, or another agreed-upon service. The mediator shall be selected by a blind draw.

The cost of mediation shall be borne equally by the parties. Neither party shall be deemed the prevailing party. No party shall be permitted to file a legal action without first meeting in mediation and making a good faith attempt to reach a mediated settlement. The mediation process, once commenced by a meeting with the mediator, shall last until agreement is reached by the parties but not more than 60 days, unless the maximum time is extended by the parties.

SECTION 20 - LITIGATION

CONSULTANT shall testify at CITY'S request if litigation is brought against CITY in connection with CONSULTANT'S services under this Agreement. Unless the action is brought by CONSULTANT, or is based upon CONSULTANT'S wrongdoing, CITY shall compensate CONSULTANT for preparation for testimony, testimony, and travel at CONSULTANT'S standard hourly rates at the time of actual testimony.

SECTION 21 - NOTICES

All notices hereunder shall be given in writing and mailed, postage prepaid, addressed as follows:

To CITY:

To CONSULTANT:

SECTION 22 - AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

This document represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations, and agreements, either written or oral.

This document may be amended only by written instrument, signed by both CITY and CONSULTANT.

SECTION 23 - AUTHORITY TO ENTER INTO AGREEMENT

CONSULTANT has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

SECTION 24 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of California and, in the event of litigation, venue will be in the County of San Mateo.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement the day and year first above written.

CITY OF SAN MATEO

CONSULTANT

ATTEST:

APPROVED AS TO FORM

Patrice Olds, City Clerk

Shawn Mason, City Attorney

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

FEE RATES

EXHIBIT C**INSURANCE REQUIREMENTS*****MINIMUM SCOPE OF INSURANCE***

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate

If the CONSULTANT maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its elected and appointed officials, employees, and agents are to be covered as insureds on the auto policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT’s insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the City, its elected and appointed officials, employees, and agents. Any insurance or self-insurance maintained by the City, its elected and appointed officials, employees, or agents shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be canceled, except after thirty (30) days' prior written notice** (10 days for non-payment) has been given to the City.

Waiver of Subrogation

CONSULTANT hereby grants to City a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the City by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage

CONSULTANT shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.