

**COUNTY OF SACRAMENTO
OFFICE OF LABOR RELATIONS
REQUEST FOR PROPOSALS**

**LABOR RELATIONS AND
CONSULTATION SERVICES
FOR THE COUNTY OF
SACRAMENTO**

Proposals must be submitted to:

County of Sacramento
Department of Personnel Services
OFFICE OF LABOR RELATIONS
Attn: Matt Connolly, Labor Relations Manager
700 H Street, Suite 4667
Sacramento, CA 95814
by
4:00 P.M. March 14th , 2023

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LABOR RELATIONS SERVICES FOR
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County of Sacramento
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Section I: GENERAL INFORMATION AND SCHEDULE OF EVENTS

A. INTRODUCTION/PURPOSE

1. Purpose

The purpose of this RFP is to solicit proposals for the consideration of contracting with one or more contractors to provide negotiations services, which includes consulting with and advising the Board of Supervisors and the County Executive Officer in employer-employee relations, and assisting the County Executive Officer and Labor Relations in meeting and conferring in good faith with representatives of recognized employee organizations.

2. Service Providers

The County welcomes proposals from all qualified service providers. The County 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.

3. Contact with County Employees

Proposers are specifically precluded from contacting other County officers or employees, until a contract has been entered into with the successful Proposer.

B. GENERAL INFORMATION ABOUT THE COUNTY

Sacramento County encompasses approximately 994 square miles in the middle of the 400-mile long Central Valley, which is California’s prime agricultural region. Sacramento County has a five-member elected Board of Supervisors which serves as the governing body of the County. The County has a County Executive, appointed by the Board, who serves as the chief executive officer and is responsible for the day to day operations.

The County of Sacramento has approximately 12,700 employees with over 38 departments. The workforce is organized into 30 collective bargaining units, represented by 26 recognized employee organizations, which are included in the chart below.

Organization	Estimated Number of Positions Represented	MOU Term
American Federation of State, County and Municipal Employees (AFSCME)	518	Through June 30, 2025
Service Employees International Union (SEIU) – 1021	380	Expired June 30, 2025;
Sacramento County Professional Accountants’ Association	92	Through June 30, 2025
Probation Non-Supervisory	471	Through June 30, 2027

Organization	Estimated Number of Positions Represented	MOU Term
Deputy Sheriff's Association (DSA) – Sworn	1914	Through June 30, 2027,
Sacramento County Administrative Professionals Association	545	Through June 30, 2025
Teamsters, Local 150	376	Through June 30, 2025
California Nurses Association (CNA)	192	Expired June 30, 2025;
Union of American Physicians and Dentists (UAPD)	18	Through June 30, 2025
Building and Construction Trades Council (BCTC)	97	Through June 30, 2025
Attorney Association	299	Through June 30, 2025
Sacramento County Management Association (Attorney's Civil)	45	Through June 30, 2025
Engineering Technicians & Technical Inspectors	295	Through June 30, 2018
Engineers, Architects	251	Through June 30, 2025
Sacramento Area Fire Fighters, Local 522	33	Through June 30, 2025
Information Technology & System Professionals	324	Through June 30, 2025
Law Enforcement Management Association	102	Through June 30, 2025
Sacramento County Alliance of Law Enforcement	312	Through June 30, 2025
Sacramento County Management	838	Through June 30, 2025
UPE Office-Technical	1677	Through June 30, 2025
UPE Welfare Non-Supervisory	2266	Through March 30, 2025
Stationary Engineers Local 39 Water Quality	436	Through June 30, 2025
Stationary Engineers Local 39 Op & Maintenance	883	Through June 30, 2025
Probation Supervisory	58	Through June 30, 2025
Sacramento County Alliance of Law Enforcement Peace Officers	123	Through June 30, 2025
Environmental Management Specialists	147	Through June 30, 2025

C. KEY ACTION EVENTS AND TIMELINES

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

Event	Target Date
Release of RFP	March 1, 2023
Last date for written questions to be submitted by interested vendors	March 7, 2023
Publication of written answers to all questions	March 10, 2023
Deadline to submit proposals	March 14, 2023; 4:00 p.m. PST
Review and selection/consideration process	March 15 through March 22, 2023
Interview Panel (if required)	March 29, 2023
Selection of Proposal	April 6, 2023
Contract Completion / Board of Supervisors Review and Approval	May 23, 2023
Contract Start Date	July 1, 2023

Section 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 the Labor Relations Manager, and/or his designees, in advising and consulting with the Board of Supervisors and the County Executive Officer on matters relating to employment conditions and employer-employee relations. This includes in-person and other consultations with Labor Relations as deemed necessary by Labor Relations staff including, but not limited to:
 - Meet with designated staff to define management goals and policy for union 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;
 - Assist in the formulation and preparation of cost analysis of management and union proposals;
 - Provide progress reports, make recommendations, and receive direction; and
 - Provide consultation on grievance handling and other conflict resolution procedures.
2. Meet and confer in good faith for and on behalf of the County, as the designated representative of the County Executive Officer, with representatives of recognized employee organizations of the County of Sacramento, including, but not limited to:
 - Attend negotiation sessions as the County'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; and
 - Act as the County's management advisor in mediation, fact finding, and related procedures.

3. Assist the Labor Relations Manager in reporting to the Board of Supervisors and the County Executive Officer on the progress of meeting and conferring in good faith with each of the recognized employee organizations.

B. METHOD OF COSTING

The County is prepared and willing to consider proposals that provide a cost evaluation based on hourly rates, and for each hourly rate, a description of the services that will be provided for that hourly rate.

Proposers are also encouraged to provide proposals that include entirely different costing methodologies that provide the County opportunities to maximize the value of this likely three-year contract.

The County 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 County are served by so doing.

Section III: GENERAL TERMS AND CONDITIONS**A. GENERAL CONTRACT REQUIREMENTS****1. Contract Period**

The contract term is anticipated to be for a three-year (3) period, with two additional one-year options to extend.

2. References

Each Proposer shall submit with their RFP response five (5) client references, including company name, mailing address, contact person name and phone number and description of negotiations services provided.

3. County's Standard Contract

The selected firm will be required to agree to standard County contract stipulations which include, but are not limited to, the following provisions: Compliance with Laws; Licenses and Permits; Contractor Status; Contractor Identification; Compliance with Child, Family and Spousal Support Reporting Obligations; Conflict of Interest; Nondiscrimination in Employment, Services, Benefits, and Facilities; Indemnification; Information Technology Assurances; Legal Services Administration; Penalties; Disputes; Termination; et al.

4. Any firm submitting a response to this RFP must certify compliance with state and federal child, family and spousal support requirements (Exhibit A). Failure to submit the certification shall be grounds for a finding that the proposal is non-responsive.

B. ADDENDA

The County may modify the RFP prior to the fixed date for submission of proposals by issuance of an addendum. Such addenda will be posted and distributed in the manner set forth in [Section III:C](#) below for "questions and answers."

C. PROPOSAL CLARIFICATION AND QUESTIONS/ANSWERS

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, s/he shall immediately direct any inquiries/requests for clarification to Matt Connolly, Labor Relations Manager, in a written e-mail to: connollym@saccounty.gov. Clarifications and/or modifications to the RFP will be posted and distributed in the manner set forth herein for "questions and answers." Only written questions submitted on or before **March 7, 2023** will be answered.

The County will provide all timely questions and answers as follows:

- A written copy will be emailed to any proposer who submitted a question in a timely manner, as well as to any proposer who emails Matt Connolly requesting a written copy. It is expected that this information will be emailed on or about **March 10, 2023**.
- All timely questions and answers will also be published on the following page of the County's website on or about **March 10, 2023**.

In no event will a question be answered to one Proposer without publishing the answer for all others who have requested to receive the list of questions and answers. If changes to the RFP are warranted, they will be made in writing, clearly marked as addenda to the RFP, and communicated as set forth above.

D. CONTRACTOR'S COSTS

All costs incurred by a Proposer in preparing or submitting their proposal are the Proposer's sole responsibility. The County will not reimburse any Proposer for any costs incurred.

E. PROPOSALS ARE "PUBLIC RECORDS"

- 1. *General Provisions Regarding Public Nature of Proposals***

All proposals submitted in response to this RFP shall become the exclusive property of County and shall be subject to public disclosure pursuant to the California Public Records Act (Cal. Govt. Code Section 6250 et. seq.). The Act provides that access to information concerning the conduct of the people's business is a fundamental and necessary right to every person in the state. Public records are defined as any writing related to the conduct of the public's business. Public records are open to inspection during normal business hours.
- 2. *Proposer's Rights Regarding Confidentiality of Proposals***

There are specific exceptions to the Public Records Act. In the event County receives a request for inspection of any proposal submitted pursuant to this RFP, it is the responsibility of the organization whose proposal has been requested to assert any right of confidentiality that may exist. County will not make that assertion on behalf of the Proposer. Absent a judicial determination that the documents are exempt from disclosure, they will be subject to inspection.
- 3. *County's Rights Regarding Confidentiality of Proposals***

Submission of a proposal constitutes a complete waiver of any claims whatsoever against County, and/or its agents, officers, or employees, that County has violated a Proposer's right to privacy, disclosed trade secrets or caused any damage by allowing the proposal to be inspected.

F. DELIVERY OF PROPOSALS

1. Address or deliver proposals to:

Matt Connolly
Labor Relations Manager
County of Sacramento
700 H Street, Suite 4667
Sacramento, CA 95814
Phone (916) 874-7092

2. Proposals must be received **not later than** March 14, 2023. All copies of the proposal must be under sealed cover, plainly identified as a proposal for Labor Relations Services for the County of Sacramento. Proposals not submitted under sealed cover may be rejected. Proposals submitted under improperly marked covers may be rejected.
3. Proposals transmitted via e-mail, facsimile, or any other electronic means **shall not** be considered.
4. All proposals must be signed with the firm name, and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.

G. REJECTION OF PROPOSALS

The County of Sacramento reserves the right to reject any or all proposals or elect not to award any contract as a result of this competitive procurement process.

H. 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.

Section 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 County. The County 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 County reserves the right to waive any requirements of this RFP when it determines waiving a requirement is in the best interest of the County.

B. PROGRAM NARRATIVE**1. Service Description/Scope of Work**

Describe the overall services your agency intends to provide.

2. Organizational Background

Describe your agency's history, mission, programs, and services provided; administrative structure; and experience providing similar services. Attach an organizational chart. Include detailed and relevant information that fully demonstrates that the proposer meets the criteria of experience set forth in [Section IV:B:3](#) below.

3. Experience Requirements

Proposals should contain information reflecting but not limited to:

- Regular and continuous engagement in the business of providing labor relations consulting services for at least five (5) years prior to the date of this RFP issue;
- Knowledge of and experience in 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 county government, and employee benefit and retirement programs.
- High level skill and demonstrated experience in: (a) standard principles of the collective bargaining process in the public and/or private 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.
- Extensive experience working in the public sector with elected officials and a broad range of agencies and labor organizations.

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, and provide a list of negotiator services performed during the past year by the personnel listed above, with the name of the cities, counties, other government agencies, and/or business entities, 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 County 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 securely bound. The applicant must sign the proposal. Submit one (1) original and three (3) copies. 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 or persons to be used for contact and who is authorized to represent the proposer.
- **Program Narrative** (as itemized above: Service Description, Organizational Background, Experience Requirements, Staffing, Costs)
- **Listing of Business References:** Include five (5) 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 4:00 P.M. March 14, 2023.

The County may invite finalists to be interviewed in late March 2023.

Section V: PROPOSAL SELECTION AND EVALUATION CRITERIA**A. EVALUATION CRITERIA**

All proposals received will be evaluated by a RFP Review Committee. The following criteria, not listed in the order of importance, will be used to determine which agency best meets the needs of the County. 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. LOCAL PREFERENCE

All other factors being substantially equal, preference will be given to proposers located within Sacramento County.

C. ADDITIONAL INFORMATION

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

D. INABILITY TO NEGOTIATE A CONTRACT

- A. After an applicant has been recommended by the Evaluation Committee and selected by the Director of Personnel Services, the County and such applicant will negotiate a contract for submission to the Board of Supervisors for consideration and possible approval. If a satisfactory contract cannot be negotiated, the County may, in its sole discretion begin contract negotiations with one or more of the remaining applicants. This is a non-exclusive agreement. Other providers may be added in the future, if appropriate.

EXHIBIT A

COUNTY OF SACRAMENTO

CONTRACTOR CERTIFICATION OF COMPLIANCE FORM

FOR THOSE WITH COURT-ORDERED CHILD, FAMILY AND SPOUSAL SUPPORT

WHEREAS it is in the best interest of Sacramento County that those entities with whom the County does business demonstrate financial responsibility, integrity and lawfulness, it is inequitable for those entities with whom the County does business to receive County funds while failing to pay court-ordered child, family and spousal support which shifts the support of their dependents onto the public treasury.

Therefore, in order to assist the Sacramento County Department of Child Support Services in its efforts to collect unpaid court-ordered child, family and spousal support orders, the following certification must be provided by all entities with whom the County does business:

CONTRACTOR hereby certifies that either:

- (a) the CONTRACTOR is a government or non-profit entity (exempt), or
- (b) the CONTRACTOR has no Principal Owners (25% or more) (exempt), or
- (c) each Principal Owner (25% or more), does not have any existing child support orders, or
- (d) CONTRACTOR'S Principal Owners are currently in substantial compliance with any court-ordered child, family and spousal support order, including orders to provide current residence address, employment information, and whether dependent health insurance coverage is available. If not in compliance, Principal Owner has become current or has arranged a payment schedule with the Department of Child Support Services or the court.

New CONTRACTOR shall certify that each of the following statements is true:

- a. CONTRACTOR has fully complied with all applicable state and federal reporting requirements relating to employment reporting for its employees; and
- b. CONTRACTOR has fully complied with all lawfully served wage and earnings assignment orders and notices of assignment and will continue to maintain compliance.

Note: Failure to comply with state and federal reporting requirements regarding a contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment constitutes a default under the contract; and failure to cure the default within 90 days of notice by the County shall be grounds for termination of the contract. Principal Owners can contact the Sacramento Department of Child Support Services at 875-7400, by writing to P. O. Box 269112, Sacramento, 95826, or by E-mailing DCSS-BidderCompliance@SacCounty.net.

CONTRACTOR

Date

Printed Name