Request for Proposals

On-Call Human Resources Consulting Services



Contact: Dustin Rief, City Manager

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Preferred: citymanager@ci.dunsmuir.ca.us

Key RFP Dates

Issued: April 5, 2024

Proposals Due: May 5, 2024 at 4:00 PM PST

# Section 1. Project Overview

The City of Dunsmuir (hereinafter referred to as the “City”) is seeking proposals from qualified firms to enter into a Multi-Year Professional Services Agreement to perform professional and technical services to provide human resource consulting services. The intent of this solicitation is to obtain a consultant with the experience and expertise necessary to assist in the planning, organizing, managing, and direction of the City of Dunsmuir’s human resources functions and operations. The Professional Services Agreement is expected to serve for a total of five (5) years with an option of an automatic two-year extension based on work performance and workflow needs.

**Background**

The City of Dunsmuir is located in Southern Siskiyou County. One of nine incorporated cities, Dunsmuir averages approximately 1700 residents over the last decade. Five miles long and an average quarter-mile wide, Dunsmuir is set against a mountainous backdrop in the steep-walled Sacramento River Canyon. A small. Historic downtown and small residential lots give the city a rural small-town character. The downtown is home to restaurants, hotels, small businesses, community services, and the landmark California Theater. The City of Dunsmuir hosts an Amtrak Station with daily service on the Coast Starlight line. The Amtrak station is located on the Union Pacific Railroad yard with an active change-out point for Union Pacific freight trains.

The city operates under a City Council-City Manager form of government. The City Manager will be the direct contact for the awarded on-call planning and environmental services contractor. The City currently employs 17 full time and 40 seasonal or part-time staff. The City of Dunsmuir non-managerial staff are represented by the Operating Engineers #3. The City is currently in a 3 year union agreement beginning in 2023.

# Scope of Services

The City is soliciting proposals from qualified, licensed, and insured entities for professional and technical services to provide human resource consulting services. Services would include recruiting/staffing, employee orientation, employee relations, performance management and salary administration, overseeing the termination of employees and analyzing exit interviews, as well as compliance with Federal, state, and local laws and regulations related to employment, and compliance with internal policies and procedures. The City is seeking a proposer who can take a proactive approach in completing the work below and advising the City on all aspects of its current practices, while making recommendations for continuous improvement.

Specific Services Requested:

1. Assume role of human resources manager within the organization
2. Create and update current job descriptions and communicate recommendations
3. Manager human resources questions from both the City Manager and City Staff
4. Completion of an evaluation of current human resources practices and procedures
5. Hiring, on-boarding, promotion and separation of employees
6. Management of employee records in accordance with federal, state, and local standards and regulations
7. Review of personnel policy manual and recommendations for changes
8. Administration of employee benefits and directing of open enrollment
9. Administration of leave policies
10. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement
11. Handling, tracking, and reporting of employee performance issues, disciplinary actions, and employee and manager complaints
12. Entry and tracking of all status changes such as new hires, terminations, leaves, and promotions and more
13. Assistance with development of staff training programs related to employee conduct and soft skills as well as monitoring of completed training programs and coaching for supervisors and management, including but not limited to sexual harassment, non-discrimination, anti-retaliation, Fair Labor and Standards Act, etc.
14. Regular communication to City Manager of changes affecting labor laws or regulations
15. Recommendation for continuous improvement of human resources policies and procedures
16. Assistance with other tasks or needs as deemed necessary by the City
17. Provide evaluation reports on new hires and prospective new hires

Non-essential services

The City may evaluate certain related non-essential services in order to determine if cost saving benefits might be derived with respect to adding these services to the HR consulting services. Interested proposers may add the following services to their response to the extent that the proposer has such capacity and experience. None are a condition of eventual appointment:

1. Payroll administration
2. Payroll time keeping
3. Workers' compensation administration

To the extent that non-essential services are included in the response, please include in your response all of the following specifications relative to these non-essential services described in the "Proposal Format Guidelines" section below.

Note: Presently the City has Gworks as the payroll management system and Workman's Comp is presently being handled by the Sedgwick Insurance Services. The selected consultant will coordinate with City staff on the items listed above.

# Section 2 RFP Submittal Requirements

Eligibility

This RFP is open to all interested firms. Firms must certify in a cover letter that it meets the following conditions:

1. Is not in litigation that may have a significant and adverse impact on the ability to perform services for the City of Dunsmuir.
2. Has the resources, expertise, and commitment to complete all components of the project in a timely and competent manner.
3. City of Dunsmuir requires that the professional who signs the proposal as the project manager certify that they will be present at all meetings requested by the staff members and will fully participate in the day-to-day management of the contract.

The proposal should not exceed 30 total written pages (excluding cover letter, proposal cover, table of contents, and supplemental information, such as resumes, insurance, and the statement of modifications). Supplemental information and appendices should be relevant and brief. Proposals shall be organized using the following format:

1. **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team and indicate that the proposal represents a firm binding offer for 90 days. The cover letter should also summarize the key points of the consulting firms’ interests, qualifications, and pertinent areas of expertise.
2. **Key Staff:** Identify a single point of contact (project manager) and all key team members, including relevant experience. Provide an organization chart of how the key staff is structured within the organization and include all specialty sub-consultants that would be expected to be utilized on the project.
3. **Scope of Services:** Description of the services to be offered by the firm and those offered by subcontractors typically used by the firm. The proposal must indicate which services are provided by whom.
4. **Relevant Experience:** List projects completed by the Consultant relevant to the scope of services contained herein that have been completed in the last five years. Discuss the firm’s uniqueness to best perform these on-call services for the city.
5. **Current Clients:** Provide a list of all clients doing business with the Consultant in the past 12 months.
6. **Billing Structure:** Provide a list of hourly billing rates for each proposed team member. Include all direct and indirect expenses and transportation fees.
7. **Statement of Proposed Modification:** Attached are the City’s standard Professional Services Agreement (PSA) and insurance requirements. If the respondent has any modifications to the standard PSA or Insurance requirements, provide a statement of proposed modifications and/or exceptions to the PSA. Any modifications not included in this Statement may not be considered by the city.
8. **Insurance:** Provide a summary of insurance coverage including public liability, property damage, workers compensation, automobile, and professional liability. An example of the city’s insurance requirements is provided in Exhibit B.
9. **References:** Provide three (3) client references relevant to the scope of services listed herein. Include names, titles, and current contact information.

Appendices

Information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Non-Discrimination Certification

By responding to this RFP, proposers represent that they and their subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

Addenda

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. The City of Dunsmuir will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions. Proposers are responsible for checking the City of Dunsmuir website <https://www.ci.dunsmuir.ca.us/news> for any and all written Addenda related to this RFP.The City of Dunsmuir will not distribute Addenda to a mailing list of interested proposers.

Submittal Procedures

**Proposals must be submitted at or before 5:00 P.M. on July 1, 2022.** An electronic copy of the proposal in PDF format should be delivered by email to the following address: citymanager@ci.dunsmuir.ca.us with the email subject: City of Dunsmuir On-Call Planning and Environmental Proposal

Proposals received after the date and time specified above will not be considered.

The City of Dunsmuir reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof;
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the RFP process;
5. Request additional information from Proposers and investigate the qualifications of all firms under consideration;
6. Confirm any part of the information furnished by a Proposer;
7. Obtain additional evidence of managerial, financial, or other capabilities;
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Proposers;
10. Award a contract to one or more Proposers;
11. Accept other than the lowest-priced Proposal;
12. Solicit best and final offers from all of some of the Proposers;
13. Withdraw this RFP at any time without prior notice, and the City of Dunsmuir makes no representations that any contract will be awarded to any Proposer responding to this RFP;
14. Waive informalities and irregularities in Proposals or the selection process. Confidentiality of Proposals

To the extent permitted by law, proposals received shall remain confidential until the contract, if any, resulting from this RFP has been finally executed. Thereafter, all information submitted in response to this request shall be deemed public record. In the event that the Proposer desires to claim portions of its proposal as exempt from disclosure under the California Public Records Act, it is incumbent on the Proposer to clearly identify those portions with the word “confidential” printed on the lower right-hand corner of the page. City of Dunsmuir will consider a Proposer’s request for exemption from disclosure; however, the City of Dunsmuir will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored. Firms are advised that the City of Dunsmuir does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the City of Dunsmuir, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys’ fees awarded under the California Public Records Act (Government Code § 6250 et seq.) arising out of , concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Pre-Contractual Expenses

The City of Dunsmuir shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal. Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City of Dunsmuir;
3. Negotiating with the City of Dunsmuir any matter related to this proposal; or
4. Any other expenses incurred by Proposer prior to date of award, if any of the Agreement.

Insurance and Agreement Provisions

The Proposer must satisfy the insurance requirements of the City (Exhibit B). Objections to any provisions must be identified in the proposal. If no objections are made, this will signify that the insurance requirements and agreement are acceptable as written. Unless otherwise authorized by the City of Dunsmuir, the selected consultant will be required to execute an agreement with the City of Dunsmuir for the services requested. If agreement on terms and conditions acceptable to the City of Dunsmuir cannot be achieved, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the City of Dunsmuir, the City of Dunsmuir reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

Lobbying

Any consulting firm submitting a proposal, or a party representing a firm, shall not influence or attempt to influence any member of the evaluation committee, any member of a city council within the City of Dunsmuir, or any employee of the City, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact shall be subject to rejection of their proposal.

# Section 3. Evaluation and Award

An Evaluation Committee will review all proposals received. The committee includes City of Dunsmuir staff and may include outside personnel. The City of Dunsmuir staff will conduct an initial review of the proposals for general responsiveness and compliance with the requirements of this RFP. Proposals failing to satisfy the requirements or which are inadequately responsive will not be considered.

After the initial responsiveness review, the committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a “proposal score” in the range of 0 to 100 for each proposal. A list of top ranked proposals will be developed based upon the totals of each committee member’s score for each proposal.

The Evaluation Committee will review all proposals submitted on time. The committee will evaluate the proposals and select based on the following criteria:

* Demonstrated understanding of the requested work and responsiveness to the request for proposal.
* Firm expertise and competence including experiences processing current development projects, experience with CEQA and complex EIR’s.
* Experience with advanced planning such as General Plan, Master Plans, Specific Plans, and Housing Element Updates.
* Excellent written and verbal communication skills.
* Professional qualifications and experience of individuals likely to be assigned to the city.
* Proposed compensation rates
* Reference recommendations

During the evaluation period, the City of Dunsmuir may interview some or all of the proposing firms. The interview may consist of a short presentation by the Proposer, after which the evaluation committee will ask questions related to the firm’s proposal and qualifications.

The City of Dunsmuir reserves the right to select a consultant based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant following any interviews. The Committee’s recommendation will be reviewed by the City Manager before proceeding to the City Council for action.

Selection will be based on a “best value” analysis. The City of Dunsmuir reserves the right to select the proposal which in its sole judgment best meets the needs of the City of Dunsmuir.

Award

Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the City of Dunsmuir to award funds. Funding is subject to final contract approval by the City Council of the City of Dunsmuir. The City of Dunsmuir reserves the right to reject any and all responses without penalty and to act in the best interest of the City of Dunsmuir. The City of Dunsmuir will evaluate the proposals received and will submit the proposal considered to be the most competitive to the City, for consideration and selection. The City of Dunsmuir may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and , thereafter, to award a contract to the Proposer offering the most favorable terms to the City of Dunsmuir.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer’s most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by email regarding the firm who will be recommended for award of the contract. Such notification will be made at least seven (7) days before the date the contract is awarded.

# Section 4 Protests

Bid protests for contracts awarded for professional services shall be submitted and responded to in accordance with the requirements noted in Exhibit C.

# Section 5 Tentative Schedule

The following is a tentative project schedule and milestone requirements for the project. The City of Dunsmuir reserves the right to adjust the schedule.

**Issued: April 5, 2024**

**Proposals Due: May3, 2024 at 4:00 PM PST**

**Award Approval: June 20, 2024 City Council Meeting**