



REQUEST FOR PROPOSALS (RFP)

Labor and Employment Legal Services

Issue Date: November 28, 2011

PROPOSALS DUE

January 9, 2012, 5:00 p.m.

PROPOSAL SUBMITTAL

1 proposal original

5 proposal copies

DELIVERY ADDRESS

City of San Fernando
c/o City Clerk's Office
117 Macneil St.
San Fernando, CA 91340
Attn: Elena G. Chávez, City Clerk

QUESTIONS

Al Hernandez, City Administrator
(818) 898-1202

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INTRODUCTION

The Administration Department is accepting bids for a qualified Contractor to provide labor and employment legal services to the City of San Fernando.

I. Background

The City of San Fernando is a residential community surrounded entirely by the City of Los Angeles, in the County of Los Angeles. The City is approximately 2.5 square mile in size with a population of 24,450.

The City was incorporated in 1911 as a general law city. The City is governed by a five-member City Council and is administered by a City Administrator. The City Administrator supervises a full-time staff which provides a full array of municipal services.

The City Council of the City of San Fernando invites interested legal firms to submit written proposals from a qualified licensed firm or attorney to provide labor and employment legal counsel. Acceptable proposals shall, at a minimum, meet the specifications contained in this RFP and any other specifications as may be necessary.

II. Objective

The City's primary objectives for the labor and employment legal services counsel are to provide:

- a. Labor and employment counsel from March 2012 through June 30, 2013. Contracts will be reviewed for renewal automatically annually with City Council approval, based upon service provider performance and funding availability;
- b. Representation and to advise the City Council, City Administrator, and Management Team regarding labor and employment legal issues. The requested services include the review and revision of labor and employment related policies and procedures as requested, provide training and education to appropriate stakeholders regarding employment law changes and best practices, review of business documents related to labor and employment as requested, and provide other related services as needed;
- c. Representation before state and federal courts and regulatory agencies in routine audits, disputes and litigation in the area of labor and employment law;
- d. Responsiveness, a crucial component of services provided to the City. The counsel shall be available to provide an initial response to any question, inquiry, or communication from the City within 24 hours after the initial contact by the City. This

response time is designed to provide the City with the ability to deal with urgent legal matters that may arise in the normal course of business;

- e. Legal advice and document review regarding proactive measures by the City;
- f. Leadership, staff and/or training and education: five, eight-hour sessions minimum per year; and
- g. Labor negotiations advise/representation when dealing with unions, including (but not limited to) police union, civilian unions, and/or any other employee union group.

PROPOSAL SUBMISSION

All proposals must be submitted according to specifications set forth. Failure to adhere to these specifications may be cause for rejection of proposal.

I. **Evaluation Criteria**

Proposals are solicited on the basis of the Specifications outlined in the Information Request (Attachment "A"). Please note: All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise or incomplete responses can serve only to the disadvantage of the applicant (submission of a resume is optional).

II. **Submission Requirements**

All proposals should include appropriate references and a proposed contractual agreement, if appropriate.

III. **Signature**

All proposals must be signed by an authorized representative of the Contractor.

IV. **Due Date**

The bidder shall submit (6) complete copies of the bid in a sealed envelope (five copies and one containing original signatures), plainly marked in the upper, left-hand corner with the name and address of the bidder and the words "RFP: Labor and Employment Legal Services Proposal". Proposals may be filled in person or by mail.

All proposals are due before 5 p.m., Monday, January 9, 2012 and should be directed to:

City of San Fernando
c/o City Clerk's Office
117 Macneil St.
San Fernando, CA 91340

Late proposals will not be accepted. Any correction or resubmission done by the bidder will not extend the submittal due date. The City is not responsible for proposals not properly marked and delivered.

Funding award decisions will be made at the City Council meeting held on February 21, 2012. Successful bidders will commence services on or after March 1, 2012.

Administrative staff will be available to answer written technical questions if submitted in writing by January 3, 2012. All questions should be submitted via email to ahernandez@sfcity.org.

V. Addenda

City may modify the proposal and issue supplementary information or guidelines relating to this RFP during the proposal preparation period of November 28, 2011 to January 3, 2012. Written addendums to this RFP will be posted on the City's website: www.sfcity.org.

VI. Rejection

The City reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to the City at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and are subject to return without review; however, the City reserves the right to waive informalities and minor irregularities in proposals received.

A proposal may be immediately rejected if:

- It contains misrepresentative or misleading information.
- It is received at any time after the exact date and time set for receipt of proposals.
- It does not meet the required specifications or terms and conditions as prescribed.
- It is not prepared in the format outlined in this RFP.
- It is signed by an individual not authorized to represent the bidder.
- Bidder is involved in outstanding litigation that could impinge on its ability to complete the responsibilities and obligations of the proposal.

VII. Withdraw of Proposal

A bidder may withdraw its proposal at any time before the due date for submission of proposals as provided in this RFP by delivering a written request for withdrawal signed by, or on behalf of the prospective bidder.

VIII. Proposal Evaluation and Bidder Selection

All proposals will be submitted to an in-house committee comprised of City department heads for review regarding completeness of requested information and satisfying minimum qualifications. Qualifications and references of the top candidates based upon proposal responses will be verified.

A screening committee comprised of the City Administrator, the Police Chief, two representatives of the City Council and labor and employment counsel from another city is expected to evaluate the firms. The screening committee will recommend anywhere from three to five firms for interviews before the City Council (no new material will be permitted at this time). The entire City Council will participate in the final selection process. The counsel designee of the firm shall be the person interviewed by the entire City Council

IX. Award of Contract

Following the selection, City Administrator will then negotiate the terms and conditions of a contract. Legal services to the City is anticipated to begin on or before March 1, 2012.

TERMS AND CONDITIONS

I. Certification

By submitting a proposal, bidder certifies that it has fully read and understands this RFP and has full knowledge of the nature of this project, including scope and quality of work to be performed. Bidder also certifies that its proposal was prepared without prior understanding, agreement or connection with any other bidder submitting a proposal from this RFP, and is in all respects fair and without collusion or fraud, so that all proposals will result from free, open and competitive proposing among all bidders.

II. Reserving Rights

The City reserves the right to reject any and all proposals, to request additional information concerning any proposal for purposes of clarification and to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City Council.

If a proposal is selected, it will be the most advantageous regarding price, quality of service, the bidder's qualifications and other factors which the City may consider. The City does not intend to award a proposal fully on the basis of any response made to the proposal. The City reserves the right to consider proposals for modifications at any time before a final contract is awarded to the selected bidder, and negotiations would be undertaken with the party whose proposal is deemed to best meet the City's specifications and needs.

All inquiries regarding this RFP and current legal services of the City, including legal activities and past/current litigation, should be directed only to the City Administrator at the above address.

III. Assignment and Guarantee

No assignment by the bidder of the contract or any part thereof, or of funds to be received hereunder, is binding unless the City has given written consent before such assignment. There is also no guarantee of a minimal amount of work or compensation for any bidder selected for contract negotiations.

IV. Financial Responsibility for Proposal Costs

The City accepts no financial responsibility for any costs incurred by the bidder in responding to this RFP. Proposals will become the property of the City and may be used by the City in any way deemed appropriate. Received proposals will not be returned to the bidder.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the licensed firm or attorney of the conditions contained in the RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the institution selected.

V. Clarification

Should discrepancies or omissions be found in this RFP or should there be a need to clarify this RFP, questions or comments should be emailed before January 3, 2012, to Al Hernandez at ahernandez@sfcity.org. The City shall not be responsible for, nor be bound, by any oral instructions, interpretations or explanations issued by the City.

VI. Discrimination

The bidder and all sub-consultants must not be discriminate, nor permit discrimination against any person on the grounds of race, national origin, sex, handicap, sexual orientation, or veteran status in their employment practices, in any of their contractual arrangements, in all services and accommodations they offer the public or in their business operations.

VII. Indemnification

Bidder, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the City, its employees and agents from any liability of any nature or kind in regard to the preparation or presentation of a proposal in response to this RFP.

VIII. Gratuity Prohibition

Bidder shall not offer any gratuities, favors or anything of monetary value to any official, employee or agent of the City for the purpose of influencing consideration of this proposal.

CONTRACT PROVISIONS

If a contract is awarded, the selected bidder will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. See Attachment "B" sample contract for provisions. **Exceptions will not be granted.**

ATTACHMENTS

- A. Information Request
- B. Sample Contract

INFORMATION REQUEST

1. The City of San Fernando seeks legal representation with five years experience serving as counsel specifically in the area of labor and employment law. To be considered, counsel shall provide a statement of qualifications to include depth of experience in the following areas:
 - a. Employee relations;
 - b. Employment discrimination;
 - c. Wage and hour;
 - d. Unemployment compensation
 - e. Workplace safety
 - f. Worker's compensation;
 - g. Benefits;
 - h. Retirement plans; and
 - i. All associated labor and employment regulations, state and federal laws.
2. Proposer should include the following in its response to this RFP:
 - a. Curriculum Vitae of the attorney(s) assigned to the City of San Fernando;
 - b. A list of clients to serve as references;
 - c. A statement of qualifications;
 - d. A retainer quote for proactive services delivered annually; and
 - e. An hourly rate for counsel provided during audits, employment disputes and litigation.

3. Define the standard time frames for responses by counsel to direction and/or inquiry from the City Council or City Administrator and other staff members.
4. Indicate type and unit rate for reimbursement of expenses; for example, rate for mileage, reproduction of documents, computer or word processing charges.
5. Indicate how you would provide for professional liability insurance, indemnity, renewal, amendment, extension and/or termination of contract.
6. Describe your preference for method of payment and your procedure for billing of extra hours and expenses and any other accounting requirements.

Special Services

1. Indicate how you would provide for training covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations.

Current Practices/Conflict of Interests

1. List all current or former clients residing in, having an interest in a business or owning an interest in property in the City of San Fernando, within the past three years.
2. List all public clients for which the firm currently provides services, or are under a retainer.

SAMPLE CONTRACT DO NOT SIGN
AGREEMENT FOR LABOR AND EMPLOYMENT LEGAL SERVICES

This Agreement is entered into this _____ by and between the CITY OF SAN FERNANDO, a municipal corporation ("CITY") and _____, A PROFESSIONAL Corporation ("Attorney").

RECITALS

A. CITY wishes to employ _____ as labor and employment legal services counsel for the CITY OF SAN FERNANDO, on the terms set forth below.

NOW THEREFORE, THE PARTIES AGREE:

1. CONDITIONS.

This agreement will not take effect, and Attorney will have no obligation to provide services, until City returns a properly signed and executed copy of this Agreement.

2. ATTORNEY'S SERVICES.

Attorney agrees to provide City with consulting, representational and legal services pertaining to employment relations matters, including representation in negotiations and in administrative and City proceedings, as requested by City or otherwise required by law.

3. FEES, COSTS, EXPENSES.

City agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from _____ to _____ Dollars for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective July 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

City agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of City. Attorney bills photocopying charges at _____ Cents per page and facsimile charges at _____ Cents per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by City against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty days of the date of the invoice.

The California Business & Professions Code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. ARBITRATION OF PROFESSIONAL LIABILITY OR OTHER CLAIMS.

Disputes. If a dispute between City and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorney's fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between City and Attorney over any other aspect of the attorney-client relationship including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. FILE RETENTION.

After our services conclude, Attorney will, upon City's request, deliver the file for the matter to City, along with any funds or property of City's in our possession. If City requests the file for the matter, Attorney will retain a copy of the file at the City's expense. If City does not request the file for this matter, we will retain it for a period of seven years after this matter is closed. If City does not request delivery of the file for this matter before the end of the seven year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to City. At any point during the seven year period, City may request deliver of the file.

6. ASSIGNMENT.

This Agreement is not assignable without the written consent of City.

7. INDEPENDENT CONTRACTOR.

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of City.

8. AUTHORITY.

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.

9. TERM.

This Agreement is effective _____, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty days written notice.

IN WITNESS WHEREOF, CITY and _____ have executed this agreement as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation:

_____,
A public body, corporate and politic:

By: _____
Mario F. Hernández, Mayor

By: _____
Name, Title

ATTEST:

Elena G. Chávez, City Clerk

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$ _____ - _____
Of Counsel	\$ _____ - _____
Associates	\$ _____ - _____
Labor Relations Professional	\$ _____ - _____
Paraprofessionals	\$ _____ - _____

II. COST SCHEDULE

1. Photocopies \$ _____ per copy
2. Facsimile Transmittal \$ _____ per page

SAMPLE CONTRACT DO NOT SIGN

AGREEMENT FOR LABOR AND EMPLOYMENT LEGAL SERVICES – SPECIAL SERVICES

This Agreement is entered into this _____ by and between the CITY OF SAN FERNANDO, a municipal corporation (“CITY”) and _____, A PROFESSIONAL Corporation (“Attorney”).

RECITALS

- A. City has the need to secure expert training and consulting services to assist City in its relations and negotiations with its employee organizations; and
- B. City has determined that no less than 25 public agencies in the San Gabriel Valley area have the same need and have agreed to enter into identical agreements with Attorney; and
- C. Attorney is specially experienced and qualified to perform the special services desired by the City and is willing to perform such services.

NOW THEREFORE, THE CITY AND ATTORNEY AGREE AS FOLLOWS:

1. ATTORNEY’S SERVICES.

During the year beginning _____, Attorney will provide the following services to City (and the other aforesaid public agencies):

- a. Five days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by City and other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contacted workshops. This agreement warrants there will be no future use of _____ material in other trainings or formats without the expressed written permission of _____. Any such use will constitute a violation of this agreement and copyright provisions.

- b. Availability of Attorney for City to consult by telephone.

c. Providing of a monthly newsletter covering employment relations developments.

2. FEE.

Attorney will provide these special services to City for a fee of _____ Dollars, payable in one payment prior to _____. The fee, if paid after _____ will be _____.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

3. ADDITIONAL SERVICES.

Attorney shall, as and when requested by City, make itself available to City to provide representational, litigation, and other employment relations services. The City will be billed for the actual time such representation services are rendered, including reasonable travel tie, plus any necessary costs and expenses authorized by the City.

The range of hourly rates for Attorney time is from _____ Dollars per hour for attorney staff and from _____ Dollars to _____ Dollars per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenths (.30) of an hour.

4. INDEPENDENT CONTRACTOR.

It is understood and agreed that attorney is and shall remain an independent contractor under this agreement.

5. TERM.

The term of this Agreement is 12 months commencing _____. The term may be extended for additional periods of time by written consent of the parties.

6. CONDITION PRECEDENT.

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than 25 local agency employers entering into a substantially identical Agreement with Attorney on or about _____.

IN WITNESS WHEREOF, CITY and _____ have executed this agreement as of the date first written above.

CITY OF SAN FERNANDO,
a municipal corporation:

_____,
A public body, corporate and politic:

By: _____
Mario F. Hernández, Mayor

By: _____
Name, Title

ATTEST:

Elena G. Chávez, City Clerk