



Request for Qualifications Greater Vallejo Recreation District

RFQ TITLE: Human Resources Support Consultant

LOCATION: Greater Vallejo Recreation District
395 Amador Street, Vallejo Ca 94590

PURPOSE: To assist our Human Resources Division with technical and legal advice on an as needed basis.

**DEADLINE FOR
BID SUBMISSIONS:** October 16th, 2017 by 5:00 P.M.

**SUBMIT BID TO
THIS ADDRESS:** Greater Vallejo Recreation District
395 Amador Street
Vallejo, CA 94590

**REQUIRED BID
COPIES:** Bidders must submit one (1) original and one (1) copy

RIGHT TO REJECT BIDS:

The District reserves the right to reject any or all bid proposals. The District, at its discretion, may reject as incomplete any bid which is in any way conditional, includes exceptions, alterations or omissions, or included reservations to the terms of the bid proposal form.

**PLEASE DIRECT
ALL INQUIRES TO:** Gabe Lanusse
General Manager
707-648-4603
GLanusse@gvrd.org

**RFQ QUESTIONS AND RESPONSES WILL BE POSTED ON THE GVRD.ORG
WEBSITE. PLEASE CHECK OFTEN.**

THIS RFQ IS COMPRISED OF:

1. Notice to Bid and Request for Information
2. Proposal Cover Page
3. Consultant Agreement

DATE BID NOTICE

ISSUED: September 21st, 2017

Request for information: Please answer each question before you submit your RFQ to us.

1. Human Resource Experience

- A. Municipal/Special District clients (please list organization name and website)
- B. Other clients (please list name and website)
- C. If no previous Special District experience, please explain relevant experience.
- D. Please list menu regarding type of support with costs. For example, \$X for up to 40 hours of phone/email support. \$X for onsite representative.
- E. References (minimum three references, including all contact information below)
 - i. Client Name
 - ii. Client Contact Person
 - iii. Phone and Fax
 - iv. Client Address
 - v. Website Address

2. Company Profile

- A. Number of years in business
- B. Office location(s) (Include business address)
- C. Demonstrated company financial stability

3. Team Members/Roles (list all personnel to be assigned to this project)

- A. Name, title, role (e.g., HR Director, HR technician)
- B. Vendor Service Capabilities (Describe all available, and price sheet for services)
- C. Software tools (e.g., Personnel Review Tracking System or modules)

D. Client training

E. Availability of robust self-service documentation and technical support

F. Other

4. Scope of Services

Ongoing Human Resources Support

Human Resources support for implementation of operational policies and procedures. Review of existing human resources infrastructure; provide recommendations and strategies for development of revised and/or new processes, programs and practices on Human Resources matters.

Job Descriptions

Review existing job descriptions and revise as needed. Develop new job descriptions, if necessary.

Recruiting, Selection and Orientation Design and Delivery

Design recruiting, selection and orientation programs. Provide support to Human Resources Administrator in implementing such programs.

Performance Management Practices

Revise and/or new performance appraisal process and train Managers on goal setting, leadership and communication as they relate to District policies

Managers Training

- a. Determine appropriate training and provide administrative support to deliver training.
- b. Recommend, facilitate and/or provide training classes.

Employee Relations

Identifying areas for improvement of Employee Relations

PROPOSAL COVER PAGE INSTRUCTIONS

The following organization/agency information must be completed on the Proposal Cover page:

- a. **Name** - Provide the name of the organization/agency responding to this RFP.
- b. **Address** - Provide your agency or organization's main office address.
- c. **E-Mail Address** - Provide the e-mail address of agency submitting RFP.
- d. **Copy of Current Business License** – Provide copy of local business license
- e. **Federal Tax I.D. #** - Provide your current federal tax I.D. number.
- f. **Phone Number** - Provide phone number of agency and also phone number of

contact person.

g. **Fax Number**- Provide fax number of agency.

h. **Contact**-Provide name and phone number of contact person regarding this RFP.

i. **References** - at least two (2) current references and their contact information.



PROPOSAL COVER PAGE

Organization/Agency Information: (Please Print all information on this page)

Name: _____

Agency's Address: _____

E-Mail Address: _____

Copy of Current Business License: _____

Federal Tax I.D. #: _____

Phone #:

Fax#:

Contact Person: _____

References:

(1) _____

(2) _____

AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, _____, by and between the **Greater Vallejo Recreation District**, hereinafter called **GVRD**, and _____ hereinafter called **CONSULTANT**.

WITNESSETH

WHEREAS, GVRD desires certain consulting services for the preparation of CEQA Documentation for _____, hereinafter called "Project", and;

WHEREAS, CONSULTANT is willing and qualified to render services, required in accordance with the terms and conditions hereinafter set forth;

NOW, THEREFORE, GVRD agrees to employ CONSULTANT to provide consulting services for this PROJECT. The nature and extent of said services are hereinafter set forth.

1. DUTIES OF CONSULTANT

The Consultant agrees to perform the consulting service as described in the attached _____ . Consultant shall invoice GVRD for services rendered according to the completion of tasks described in Exhibit "A". Invoices shall be submitted not more frequently than one invoice per month until all tasks have been satisfactorily completed.

2. LICENSE

By its signature hereto, CONSULTANT represents that it is licensed to perform the service(s) agreed upon herein.

3. MISCELLANEOUS PROVISIONS

A. The terms and provisions of this Agreement shall extend to and be binding upon and
the benefit of heirs, executors, administrators, successors and assigns of the respective parties hereto.

B. This Agreement is not assignable without the prior written consent of GVRD.

C. It is understood by and between the parties hereto that the CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not as an agent or employee of GVRD. GVRD will not supervise Consultant's activities

or employees, nor set the hours of business or the manner of performance for the consultant or its employees. Consultant and its employees are not to be included in any employee benefits or programs furnished by GVRD to its employees.

- D. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein. CONSULTANT services will commence upon receipt of the signed agreement. The execution of said document by the parties will constitute Notice to Proceed. Prior to commencing work, CONSULTANT shall provide to GVRD a schedule outlining the significant project milestones. The schedule, designated as Exhibit "B," shall then become part of this Agreement. CONSULTANT agrees that all aspects of the PROJECT, as described in Exhibits "A" and "B" shall be completed by

4. COMPENSATION OF CONSULTANT

- A. In consideration for the professional services to be provided by CONSULTANT as described in Section 1, GVRD agrees to pay CONSULTANT, and CONSULTANT agrees to accept from GVRD, as full compensation for said "Basic Services", the sum of _____, (\$_____), as set forth in the attached

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- B. Any request for partial payment pursuant to this agreement shall be submitted to GVRD not later than the twenty-seventh (27th) day of the month to insure payment the following month. Said partial payments shall not exceed, in aggregate, ninety percent (90%) of the value of the labor and material incorporated in the work as approved by GVRD. The final payment shall be the sum sufficient to increase the total payments to one hundred percent (100%) of the contract price, and shall be made upon completion of all work as per Exhibit "A".

5. PAYMENTS FOR EXTRA SERVICES AND EXPENSES:

In addition to the Consultant's Fee as set forth in this agreement, CONSULTANT, if applicable, may be entitled to the following:

- A. Extra work: If CONSULTANT is required to do extra work or incur other expenses due to changes ordered by GVRD after final plans, scheme or report have been approved by GVRD, CONSULTANT shall be reasonably compensated for such expenses and service. No such extra expense shall be allowed, however, unless approved in writing by GVRD prior to the time the services are performed or costs incurred.

- B. Reimbursable expenses are agreed to be paid as per the rates and fees described in Exhibit "A".

6. LIQUIDATED DAMAGES FOR DELAY

It is agreed by the parties to this Agreement that time is of the essence for the performance of the Agreement, and that in case the work is not fully completed prior to the expiration of the time limit set forth in this Agreement, damages will be sustained by GVRD. It is further agreed that it is impractical or extremely difficult to determine the actual damages which GVRD will sustain in the event of such delay. It is, therefore, agreed that the CONSULTANT will pay to GVRD the sum of TWO HUNDRED FIFTY DOLLARS (\$250.00) per day for each and every calendar day beyond the time herein prescribed for completing the Agreement.

7. TERMINATION

- A. This Agreement may be terminated upon seven (7) days written notice to the CONSULTANT in the event of a substantial failure of performance by CONSULTANT; or if GVRD, by resolution of the board, should deem it necessary or desirable to abandon or indefinitely postpone the PROJECT for which the professional services described in this Agreement are to be rendered
- B. In the event of such termination, GVRD shall pay the Consultant full payment for all services performed and all expenses incurred under this Agreement, an amount which bears the same ratio as the work completed at the termination bears to the total project. In ascertaining the services actually rendered hereunder to the date of such termination of this Agreement, consideration shall be given to both completed work and work in progress or in the possession of the CONSULTANT.
- C. Upon payment of the amount required to be paid under this section, GVRD may utilize any completed drawings, reports and other reproducible completed documents prepared under this Agreement by the CONSULTANT, who shall make them available to GVRD upon request, without additional compensation. CONSULTANT shall furnish one (1) completed set of plans and specifications in hard copy form, and one (1) complete set of plans and specifications in electronic format, and any other required documents that are complete at the time of termination of this Agreement as set forth herein.

8. INDEMNIFY AND HOLD HARMLESS

CONSULTANT shall defend, indemnify and hold harmless GVRD and its officers, volunteers, contractors and employees from and against all claims, losses, damages, injury(ies) and liability for damages arising from negligent errors, omission, or wrongful acts of the CONSULTANT, CONSULTANT'S agents or employees in the performance of the services under this Agreement. CONSULTANT shall provide such

indemnification by and through counsel reasonably acceptable to GVRD. The obligations of CONSULTANT pursuant to this section shall survive the termination of this Agreement. This indemnity provision does not extend to the sole or active negligence or willful misconduct of GVRD.

9. INSURANCE

During the term of this Agreement, CONSULTANT shall maintain in full force and effect at its own cost and expense, the Following insurance coverage:

A. Workers' Compensation

CONSULTANT will comply with Labor Code Sections 3700, *et seq.*, requiring CONSULTANT to Obtain Workers' Compensation Insurance at CONSULTANT's cost.

B. CONSULTANT's Insurance

During the term of this Agreement, CONSULTANT shall maintain in full force and effect at CONSULTANT'S cost and expense, the following insurance coverage:

- 1) CONSULTANT's liability insurance providing bodily injury liability, to include errors and omissions coverage, with limits of not less than One Million Dollars (\$1,000,000.00) for each person and One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each occurrence as well as property damage liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate limit of One Million Dollars (\$1,000,000.00) for claims which may arise from the operations of the CONSULTANT in the performance of this contract.
- 2) Automobile liability insurance, combined single limit, covering all vehicles used in the performance of the work required by this contract, including hired vehicles and non-owned vehicles, which insurance provides bodily injury liability limits of not less than One Million Dollars (\$1,000,000.00) for each person and One Million Five Hundred Thousand Dollars (\$1,500,000.00) for each occurrence, and property damage liability limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for each occurrence with an aggregate limit of One Million Dollars (\$1,000,000.00) for claims which may arise from the operations of CONSULTANT in the performance of this contract.
- 3) CONSULTANT shall complete and file with GVRD district office within fifteen (15) days of the execution of this Agreement, and prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, or expiration by the insurance company will be made or allowed during the term of this agreement, without thirty

(30) days written notice to GVRD prior to the effective date of such cancellation or change in coverage.

All insurance shall name GVRD as an additional insured.

SUBCONTRACTOR'S INSURANCE

CONSULTANT shall require each subcontractor employed by it to perform labor on said project to procure and maintain, at such subcontractor's own cost and expense, during the performance of such labor, a policy of workers' compensation or employer's liability insurance for the protection of such subcontractor's employees engaged in work on said project, and to deposit with CONSULTANT a certificate satisfactory to GVRD evidencing such insurance. The limits of coverage required under this paragraph shall be as set forth in Section ___ above.

All insurance shall name GVRD as an additional insured.

11. COMPLIANCE WITH LABOR CODE SECTION 1777.5

It is the responsibility of the CONSULTANT to comply with Labor Code Section 1777.5 and statutes implementing said section.

12. GVRD POWER TO TERMINATE CONTRACT

Should CONSULTANT commit any of the acts specified in this paragraph, GVRD may, by giving ten (10) days' notice in writing thereof to CONSULTANT, without prejudice to any other rights or remedies given GVRD by law or by this Agreement, terminate the services of CONSULTANT under this Agreement; take possession of said project and the premises on which it is located; take possession of all materials, tools and appliances located at such premises; and complete said project by whatever method he may deem expedient. CONSULTANT shall be deemed to have committed an act specified in this paragraph if he shall:

- a) Be adjudged a bankrupt;
- b) Make a general assignment for the benefit of these creditors;
- c) Refuse or fail to supply enough properly skilled workers or proper materials to complete said project in the time specified in this contract;
- d) Fail to make prompt payment to subcontractors, laborers, or materials furnished to said project;
- e) Persistently disregard any law or ordinance relating to said project or the completion thereof; or
- f) Otherwise commit a substantial violation of any provision of this Contract.

The rights under this section shall be in addition to those rights set forth in Section 7 above.

13. RESPONSIBILITIES OF GVRD

A. Shall be available for consultation, coordination with, and review of various aspects of the project and overall progress of work.

B. Provide prompt review of CONSULTANT'S submittals including design development plan, and plans and technical specifications at 65% and 100% completion.

14. SOLE AND ONLY AGREEMENT

This instrument constitutes the sole and only agreement of the parties hereto relating to said project and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

15. NON-DISCRIMINATION CLAUSE During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate against any employee, applicant for employment or participant during the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee, applicant for employment or participant because 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 or sexual orientation or military status of such person. CONSULTANT or subcontractors shall ensure that the evaluation and treatment of their employees, applicants for employment or participants is free of such discrimination.

16. MEDIATION

Any controversy or claim arising out of or related to this Contract or the alleged breach thereof shall be first submitted to mediation. The costs of mediation shall be borne equally by the parties. No party hereto shall commence arbitration under this Contract without first having participated in mediation.

17. ARBITRATION

Any and all disputes arising out of or relating to this Contract or services provided pursuant to this Contract shall be submitted to binding arbitration pursuant to the provisions of California Code of Civil Procedure Sections 1280, *et. seq.*, except as may be modified herein. The arbitration shall be held in Solano County or at such other place as the parties may agree in writing. An award rendered by the arbitrator shall be final.

18. ATTORNEYS' FEES

Should any litigation be commenced between the parties concerning any provision of this Agreement, or the rights and obligations of either in relation thereto, the party prevailing in any such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees.

19. EXECUTION OF AGREEMENT

CONTRACTOR shall provide GVRD and City of Vallejo with a corporate written authorization that Contractor is authorized to enter into the Agreement to perform the Project;

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the day and year first above written.

GREATER VALLEJO RECREATION DISTRICT

CONSULTANT:

By _____

By _____

**Gabriel Lanusse
General Manager**

Principal

Date: _____

Date: _____

GVRD'S ADDRESS:
395 Amador Street
Vallejo, CA 94590
(707) 648 - 4600

CONSULTANT ADDRESS:

APPROVED AS TO FORM AND CONTENT:

PREOVOLOS & WEBER, LLP

By _____

Chester A. Rogaski, Jr.
Attorney for GVRD