

# Contra Costa County Employees' Retirement Association ("CCCERA") Request for Proposals to Provide Labor Relations & Consultation Services as The Chief Labor Negotiator

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## INTRODUCTION

The Contra Costa County Employees' Retirement Association ("CCCERA") invites proposals from interested parties to provide a Chief Labor Negotiator in representing CCCERA in labor relations, consultation services and labor contract negotiation services, which include, but are not limited to, consulting with and advising the Board of Retirement and the Chief Executive Officer, in employer-employee relations, and supporting CCCERA in meeting and conferring in good faith with representatives of recognized employee organizations.

## BACKGROUND

CCCERA is a contributory defined benefit pension plan covering the employees of the County of Contra Costa and other participating agencies pursuant to the County Employees Retirement Law of 1937, California Government Code Section 31450, *et seq.* CCCERA was established on July 1, 1945, to provide retirement allowances and other benefits to the safety and general members employed by Contra Costa County.

Currently, Contra Costa County and 15 other participating agencies are members of CCCERA. The participating agencies include:

Bethel Island Municipal Improvement District  
Byron, Brentwood, Knightsen Union Cemetery District  
Central Contra Costa Sanitary District  
Contra Costa County Employees' Retirement Association  
Contra Costa Housing Authority  
Contra Costa Mosquito and Vector Control District  
First 5 - Children & Families Commission  
In-Home Supportive Services Authority (IHSS)  
Local Agency Formation Commission (LAFCO)  
Rodeo Sanitary District  
Superior Courts of Contra Costa County  
Contra Costa Fire Protection District  
Moraga-Orinda Fire Protection District  
Rodeo-Hercules Fire Protection District  
San Ramon Valley Fire Protection District

In addition, CCCERA administers retirement, disability, or survivor benefits to retirees or beneficiaries of the following former participating agencies:

Alamo-Lafayette Cemetery District  
City of Pittsburg  
Delta Diablo Sanitation District

Diablo Water District  
East Contra Costa Fire Protection District  
Ironhouse Sanitary District  
Kensington Fire Protection District  
Superintendent of Schools - Contra Costa County Office of Education  
Stege Sanitary District

CCCERA's current membership includes approximately 14,000 active and deferred members and approximately 11,000 retired members. Net current plan assets total approximately \$10.8 billion.

CCCERA is an independent governmental entity separate and distinct from the County of Contra Costa. CCCERA is governed and managed by a 12 member Board of Retirement. Of the twelve members, three are alternates, one for the appointed members, one for safety, and one for retirees. Five Board members are appointed by the Contra Costa County Board of Supervisors, one as an alternate. Four Board members, including the safety alternate, are elected by CCCERA's active membership. Two Board members are elected by the retirees, one as an alternate. The County Treasurer serves as an ex-officio member. Board members, with the exception of the County Treasurer, serve three year terms in office, with no term limits.

Effective January 1, 2015, CCCERA became the direct employer for its entire staff, including both represented and unrepresented staff members, pursuant to Government Code section 31522.9. CCCERA became a public agency for purposes of the Meyers-Milias-Brown Act, effective January 1, 2015.

CCCERA's current staff includes 34 unrepresented and 38 represented positions. United Clerical, Technical & Specialized Employees AFSCME, LOCAL 2700 represents 38 CCCERA staff positions.

## SCOPE OF SERVICES

CCCERA intends to select one or more contractors as approved Chief Labor Negotiator in representing CCCERA in labor relations, consultation services and labor contract negotiation services. The scope of work for the Chief Labor Negotiator includes, but is not limited to: negotiation, documentation, administration and interpretation of labor agreements and Memorandum of Understanding (MOU), and assistance in processing of certain grievances for represented employees on request of CCCERA. CCCERA is looking for a consultant with the following qualifications:

- Expertise in public employee labor relations;
- Experience in negotiating with public employee organizations;
- Proven track record for maintaining productive and respectful relationships with employee organizations;

- Demonstrated creative approaches to meeting management and employee interests in a cost effective manner;
- Experience working with Board members and management representatives;
- Expertise in developing clear contract language;
- Capacity to devote needed time to CCCERA contract negotiations;
- Knowledge of and experience implementing recent legislative changes impacting public labor relations including impasse procedures, pension and health care reform.

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

1. Assist the Chief Executive Officer, and/or their designees, in advising and consulting with the Board of Retirement on matters relating to employment conditions and employer-employee relations. This includes in-person and other consultations with the Chief Executive Officer and/or her designee as deemed necessary 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;
  - 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 CCCERA, as the designated representative of the Retirement Board, with representatives of recognized employee organizations of CCCERA, including, but not limited to:
  - Attend negotiation sessions as CCCERA's lead negotiator;

- Serve as spokesperson for situational meetings and conferences as they arise, including, but not limited to, work schedule changes, revisions of departmental rules and staffing guidelines and statutory changes;
  - Act as CCCERA's management advisor in mediation, fact finding and related procedures.
3. Assist the Chief Executive Officer and/or her designee in reporting to the Board of Retirement on the progress of meeting and conferring in good faith with each of the recognized employee organizations.
  4. Represent CCCERA in impasse and any subsequent procedures as assigned by the Chief Executive Officer and/or her designee.
  5. Provide support and interpretation of MOU language as requested by the Chief Executive Officer and/or her designee.
  6. Advise and consult, as requested, with the Chief Executive Officer and/or her designee on other matters (outside of normal bargaining) relating to employment conditions and employer-employee relations at such times and places to be mutually agreed upon by the Chief Executive Officer and/or her designee.
  7. Consult as to employer-employee issues inclusive of grievances, including assisting with and preparation and presentation of administrative hearings, fact finding, and arbitrations as requested by the Chief Executive Officer and/or her designee.
  8. Provide strategic planning on specific negotiations as well as overall labor relations strategy.

## CONTRACT PERIOD

The contract term is anticipated to be for a three-year period. CCCERA may, in its sole discretion, terminate the contract at any time during that term. CCCERA may, in its sole discretion issue one-year extensions of the contract. CCCERA makes no representation as to the amount of labor relations and consultation services, if any, that may be given to any approved provider during the contract period.

## GENERAL INFORMATION

### No Contact

No contact with CCCERA Board members and CCCERA staff regarding the contents of this RFP will be allowed during the pendency of this RFP.

### **Due Date**

A PDF copy of your proposal is due no later than **5:00 p.m. on November 21, 2024**, emailed to HR\_Info@cccera.org, addressed to:

CCCERA  
Attention: Christina Dunn, CEO

### **No Reimbursement For RFP Expenses**

CCCERA will not provide reimbursement for any fees, expenses, or other costs incurred in connection with this RFP including the costs of preparing the response, providing any additional information and attending an interview or interviews. All material submitted in response to this RFP will become the sole property of CCCERA. CCCERA expressly reserves the right to utilize any and all ideas submitted in the proposals received unless covered by legal patent or proprietary rights.

### **Interviews**

Interviews may be conducted at CCCERA's discretion. All consultants selected for interview will be notified of the interview date(s) at least one week in advance.

### **Confidentiality**

All responses to this RFP become the property of CCCERA and will be kept confidential until such time as a recommendation for award of a contract has been announced. Thereafter, submittals are subject to public inspection and disclosure under the California Public Records Act. If a respondent believes that any portion of its submittal is exempt from public disclosure, such portion may be marked "confidential." CCCERA will use reasonable and legally permissible means to ensure that such confidential information is safeguarded to the extent that CCCERA, in its independent judgment, concludes that the information is in fact exempt from disclosure, but CCCERA will not be liable for inadvertent disclosure of such materials, data and information. Proposals marked "confidential" in their entirety will not be honored and CCCERA will not deny public disclosure of all or any portion of submittals so marked.

By submitting information with portions marked "confidential", the respondent represents it has a good faith belief that such material is exempt from disclosure under the California Public Records Act and agrees to reimburse CCCERA for, and to indemnify, defend and hold harmless CCCERA, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to CCCERA's

non-disclosure of any such designated portions of a proposal if disclosure is deemed required by law or court order.

## PROPOSAL REQUIREMENTS

Following is a list of the information to be provided. A proposal that does not include the information required below may be deemed non-responsive and subject to rejection.

In setting forth its qualifications, each consultant or agency shall provide, in concise but adequate detail, the information sought below. Responses shall be limited to 10 single-sided pages (not including resumes).

1. Describe the overall services your agency intends to provide.
2. 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 below.
3. 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 Board members and staff, (e) dispute resolution, and (f) written and oral communication.
  - Extensive experience working in the public sector and a broad range of agencies and labor organizations.
4. 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. Has the agency been disqualified or terminated by any public agency or County? If so please explain under what circumstances this disqualification or termination occurred.
6. Identify the nature of any potential conflict of interest your agency might have in providing services to CCCERA. Also specifically state whether your agency has ever represented the County of Contra Costa, the Board of Supervisors for the County of Contra Costa, any of the CCCERA participating agencies listed on pages 1 and 2 of this RFP, and/or any employee groups or employee associations within CCCERA. If so, state the name of each such client, the nature of your representation and the time frame of your representation.
7. Identify any past, pending or threatened litigation or administrative or state ethics board or similar body proceedings to which you, your agency or any of your partners are a party and which would either materially impair your ability to perform the services enumerated herein and for which this RFP is issued or, if decided in an adverse manner, materially adversely affect the financial condition of your firm.

### **Rates, Costing and Billing Information**

Proposer billing rates are fixed for the three year initial term of the contract.

Proposals shall contain the following:

1. State the rates at which the consultation services would be provided to CCCERA for the next three years. Include:
  - a. The standard hourly rate or fee for the consulting services and the hourly rate or fee you propose to charge CCCERA.
  - b. Please note that CCCERA expects not to pay for travel time unless substantive work takes place during the travel time. Please address if and how travel time will be billed by all providers.
2. In addition, each proposer may propose any alternative fee structure deemed appropriate as a supplement to the fees requested above.



3. State any special considerations with respect to billing or payment of fees and expenses that your agency offers and that you believe would differentiate it from other Proposers and make your agency's services more cost effective to CCCERA.
4. CCCERA expects to receive the lowest rate charged by your agency for its governmental and/or non-profit clients. If for any reason your agency is not prepared to do so, please indicate your reasons.

## EVALUATION AND SELECTION

### Evaluation Criteria

CCCERA will evaluate the proposals and make a recommendation to CCCERA's Board of Retirement for approval. The Selectors will consider the following factors:

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. Information provided by client references.
6. Interviews, if conducted.
7. Strong and engaging presentation skills
8. Overall organization, completeness, and quality of proposal, including cohesiveness, conciseness, and clarity of response.

### Selection Process

CCCERA will initially review all proposals to determine responsiveness. Any proposal that does not address all requested requirements or is incomplete will be rejected.

CCCERA will evaluate all responsive proposals based on the criteria stated above. Reviewers may afford agencies the opportunity to clarify proposals for the purpose of assuring a full understanding of their responsiveness to the RFP.

CCCERA may conduct interviews with Proposers found to be most qualified to perform the services required, based upon the criteria listed in this RFP. If so, Proposers will be notified in advance of the proposed interview date.

All Proposers will be notified in writing once one or more proposers have been selected.

## **PROPOSAL INSTRUCTIONS AND CONDITIONS**

1. This RFP does not commit CCCERA to award a contract, pay any costs incurred in the preparation of a response, or procure or contract for services of any kind whatsoever. CCCERA reserves the right, in its sole discretion, to negotiate with any or all agencies considered, or to cancel this RFP in whole or in part.
2. Proposers may be requested to clarify the contents of their proposal.
3. A proposer may be required to participate in negotiations and to submit hourly fee, price, costing, technical or other revisions to its proposal which may result from such negotiations.
4. All material submitted in response to this RFP will become the sole property of CCCERA.

### **Proposal Submission**

Proposals **must** include a cover letter indicating the mailing address of the office from which the proposal is submitted, the name of the individual who will represent the agency as the primary contact person for the proposal, and the telephone, and e-mail information of the primary contact person.

### **Administrative Specifications**

1. All proposals must be irrevocable for 180 days and signed by an authorized officer of the agency.
2. Successful Proposers must agree to provide CCCERA with audit access on request during the term of the contract and for 7 years thereafter.
3. CCCERA at any time, in its sole discretion, may terminate its contract with the selected agency(s), or postpone or delay all or any part of the contract, upon written notice to the selected agency(s).

## **CONTRACT APPROVAL**

CCCERA's selection of one or more successful Proposer(s) shall not be binding until it has been approved by CCCERA's Board of Retirement.