



REQUEST FOR PROPOSALS

LABOR NEGOTIATIONS AND CONSULTATION SERVICES

Date Released: December 22, 2025

Due Date: January 16, 2026 at 5:00 p.m. PST

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SECTION I: INTRODUCTION AND GENERAL INFORMATION

Introduction

The City of Emeryville (City) is seeking proposals from qualified labor negotiators to provide comprehensive expert services in labor negotiations. The selected negotiator will assist in bargaining with recognized employee organizations and advise on employer-employee relations matters.

Purpose

The purpose of this RFP is to solicit proposals for the consideration of contracting negotiations services, which includes consulting with and advising the City in employer-employee relations and serving as the City's chief representative and negotiator for collective bargaining agreement meetings.

The City welcomes proposals from all qualified service providers. The City may, in its sole discretion, reject all proposals and not award a contract at this time.

Background

The City of Emeryville (City) was originally founded in 1896 under the laws of the State of California as a general law city. On November 4, 2014, the voters of Emeryville voted for the City to become a Charter City. The City operates under the City Council-City Manager form of government. Under this form of government, the Emeryville City Council is the legislative body responsible for setting city policy and adopting the city budget. The City Manager is the administrative head of the city government and is responsible for policy implementation and management of city operations. The City Manager advises and makes recommendations to the City Council concerning any conditions or situations which require the City Council's direction or policy determination and prepares the recommended budget for consideration and approval by the City Council. The City provides the following services: Police, Fire (through the Alameda County Fire Department), Public Works, Community Development (economic development, housing, planning and building), Community Services (child development, youth and adult services) and general administrative services. Oversight of the City's labor relations activities is the responsibility of the Human Resources Director.

The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP. However, the City reserves the right to modify the activities, timeline, or any other aspect of the process at any time, as deemed necessary. By requesting proposals, the City is in no way obligated to award a contract or pay the expenses of proposing contractors in connection with the preparation or submission of a proposal. The award of any contract shall be contingent on the requisite staff's and City Council's approvals. Determination of best value to the City shall be based upon, but not limited to, the following considerations: cost; the ability, capacity, and skill of the proposer to provide the services; the ability of the provider to deliver timely services; the character, integrity, reputation, judgment, experience, and efficiency of the provider; and the quality of the provider's performance on previous contracts with the City. No single factor will determine the final award decision.

The City has approximately 249 employees, of which approximately 112 are organized into 4 collective bargaining units which are included in the chart below. The bargaining units include the following: Services Employee International Union (SEIU) Local 1021, Police Officers Associations (POA), Confidential, Administrative, Managerial, and Professional (CAMP), and Police Management Association (PMA).



Unit	Estimated Number of Positions Represented	Contract Term
SEIU Local 1021	58	Through June 30, 2026
Police Officers Association	33	Through June 30, 2026
Confidential, Administrative, Managerial and Professional Unit	19	Through June 30, 2026
Police Management Association	3	Through June 30, 2026



A. GENERAL INSTRUCTIONS AND CONDITIONS

(1) Schedule of Events

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

Release of RFP	December 22, 2025
Deadline for Submission of Questions	January 9, 2026 5:00 p.m. PST
Proposals Due	January 16, 2026 5:00 p.m. PST
Evaluation of Proposals*	By January 16, 2025
Evaluations Completed and Vendor Notification	January 23, 2026
City Council Review and Consideration (if needed)	February 2026

**Consulting firm may be requested to interview with staff during this period*

(2) Inquiries

All inquiries concerning this Request for Proposals must be in writing and delivered to:

Lilybell Nakamura
Human Resources Director
lilybell.nakamura@emeryville.org

(3) Ambiguity - Conflict or Other Errors in RFP

If a proposer discovers any ambiguity, conflict, discrepancy, omission or other errors in the RFP, the proposer shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications will be made by issuing a revision and will be given by written notice to all parties who have been furnished with the RFP, without divulging the source of the request for same.

If the proposer fails to notify the City prior to the date and time fixed for submission of proposals of an error, or an error that reasonably should have been known, the proposal shall be submitted at the proposer's own risk. If selected, the proposer shall not be entitled to additional compensation or time because of the error or its later correction.

The City may also modify the RFP, prior to the date and time fixed for submission of proposals, by issuance of a revision to all parties who have received the RFP.

(4) Proposal Clarification and Questions/Answers

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, they shall immediately direct any inquiries/requests for clarification to Lilybell Nakamura, Human Resources Director in a written e-mail to: lilybell.nakamura@emeryville.org. Clarifications and/or modifications to the RFP will be posted and distributed in the manner set forth herein. Only written questions submitted on or before January 9, 2025, 5:00 p.m. PST will be answered.



The City 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 Lilybell Nakamura requesting a written copy.
- All timely questions and answers will be published on the City's RFPs and Bids page of the City's website no later than January 13, 2026.

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.

(5) Submission of Proposal

All proposals must be received by the City no later than 5:00 p.m., P.S.T., Friday, January 16, 2026. **Late proposals will not be accepted.**

To be considered, proposers must submit one (1) portable document format (PDF) copy of their proposal developed in response to this RFP. **Proposals must be emailed to:**

Lilybell Nakamura, Human Resources Director, at: lilybell.nakamura@emeryville.org

Costs for developing proposals are entirely the responsibility of the proposers and shall not be chargeable to the City.

(a) Signature of Proposal

Be advised that signatures reflected in the proposals submitted in response to this RFP are binding and may be treated as original signatures for all purposes. All executed counterparts together shall constitute one and the same document, and any signature pages, including facsimile or electronic copies thereof, may be assembled to form a single original document.

The proposal must be signed by a principal of the company (officer, director, manager, or owner) who is authorized to submit the proposal for the responding agency. The proposal must also include documentation indicating by what authority the person(s) is/are authorized to negotiate and contractually bind the responding agency, if selected.

(b) Proposal Obligation

The contents of the proposal and any clarification thereto submitted by the successful proposer may, at the sole option of the City, become part of the contractual obligation and be incorporated by reference into the ensuing contract.

(c) Implied Requirements

Products and services not specifically mentioned in this RFP, but which are necessary to provide the functional capabilities described by the proposer, shall be included in the proposal.



(6) Withdrawal of Proposal

The proposer may withdraw a proposal by submitting a written request for its withdrawal to Lilybell Nakamura, Human Resources Director, and signed by the proposer or an authorized agent at any time prior to the proposal submission deadline. The proposer may thereafter submit a new proposal prior to the deadline. Modifications offered in any manner, oral or written, will not be considered after the deadline.

(7) Status of Proposal

(a) Disposal of Proposal

All proposals become the property of the City and will not be returned to the proposer.

(b) Disclosure of Proposal Content

It is the responsibility of proposers to identify information in their proposals that they consider to be confidential under the California Public Records Act. To the extent that the City agrees with that designation, such information will be held in strict confidence. All other information will be considered public. In the event any information is considered confidential pursuant to the foregoing, and any person makes a request for disclosure of such information, the City shall notify the proposer submitting such information that such a request has been made. Unless the proposer immediately agrees to assume the defense of such request and pay all costs associated therewith (including any attorney's fees which might be awarded to the prevailing party), the City shall have no further obligation to the proposer to retain the information as confidential. Further, the proposer shall expressly agree to indemnify the City against any costs resulting from nondisclosure of the information.

(8) Contractual Development

The City intends to enter into a contractual agreement with the successful proposer substantially in accordance with the City's Professional Services Contract, a copy of which is available for review (see Exhibit B). Contract negotiation will follow selection of the apparent successful proposer. Because of the complex nature of this acquisition, it is likely that an award will be made directly on the basis of proposal content. However, the City reserves the right to negotiate further with one or more proposers. The content of the RFP and the successful proposal will become an integral part of the contract, but may be modified by the provisions of the contract. Proposers must be amenable to inclusion, in a contract, of any information provided either in response to this RFP or subsequently during the selection and contract negotiation process.

(9) Contract Period

The contract term is anticipated to be for an initial period commencing upon contract execution by the parties and ending on January 31, 2027. The City may, in its sole discretion, renew the contract for additional one-year terms upon the same terms and conditions, except that the scope of service, and the fee for any additional term will be subject to renegotiation based upon required performance. Any increase will not exceed 5% or the Annual Consumer Price Index, whichever is smaller. If additional services are required during the initial term or any additional term, a fee will be negotiated consistent with the fee established for the services otherwise provided.

Contract extensions shall not go beyond December 31st after the second fully negotiated labor



agreement. A typical fully negotiated labor agreement term is 3 years. The Human Resources Director will be authorized to extend the agreement on a month-to-month basis after the end of the initial or any extended contract term to allow for contractor completion of outstanding services that extend beyond the contract term (e.g., completion of services related to any pending disciplinary matters).

(10) Limitation

The Request for Proposals does not, in any way, commit the City to award a contract. The City reserves the right to accept or reject any or all proposals received in response to this request, to negotiate with all qualified sources, or to cancel in part or in its entirety, this RFP if it is in the best interest of the City to do so.

B. EVALUATION AND SELECTION PROCESS

(1) Evaluation Process

All proposals received will be evaluated by the City's designee(s). The proposals will be evaluated in detail. Proposers may be asked to present and explain their proposals at management and technical levels. The proposal which then appears functionally most favorable will be compared to other proposals for cost purposes. This analysis will examine difference in costs and benefits. Cost differences must be justified by the value of greater benefits.

Before final award, the City may meet with these proposers for staff interviews. Upon approval of a proposer by the City Council, contract negotiations will be started as soon as possible. If a contract for any reason cannot be negotiated, another proposer may be selected. The City reserves the right to negotiate a contract with one or more proposers.

(a) Evaluation Criteria

The following criteria, not listed in the order of importance, will be used to determine which agency best meets the needs of the City. Proposals will be evaluated based on the following criteria:

1. Service Description – clear understanding of the scope and services to be provided and sufficient staffing to provide services
2. Experience – history of successfully providing similar services and capability and experience of key personnel
3. Cost – although a significant factor, may not be the dominant factor
4. Conformance to the terms and conditions of this RFP
5. Positive references and background checks
6. Strong and engaging presentation skills (if needed)

(2) Right of Rejection

The City reserves the right to reject any or all proposals.



C. PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this Request for Proposals shall be written, must specify in detail the grounds of the protest, the facts and evidence in support thereof and the remedy sought. The written protest must be delivered to the City Clerk no later than five (5) calendar days prior to the date of City Council consideration. In the absence of a timely and properly submitted written protest, no party responding to this Request for Proposals shall be eligible for any remedy.

The City shall resolve any protest based upon the written protest and any oral or written response thereto provided by staff. Any City resolution of the protest shall be made prior to any City consideration under this Request for Proposals and such resolution by the City shall be deemed final.

D. FEDERAL, STATE, AND LOCAL LAWS

Any consultant executing a contract with the City will be required to comply with all applicable federal, state and local laws, including without limitation state Prevailing Wage Law (Cal. Labor Code, § 1720, et seq.) and the City of Emeryville's Minimum Wage, Paid Sick Leave, and Other Employment Standards (Emeryville Municipal Code Chapter 37) and Living Wage Ordinance (Emeryville Municipal Code Chapter 31), as applicable.

SECTION II: SCOPE OF WORK AND METHOD OF COSTING

A. SCOPE OF WORK

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

- (1) Comprehensive labor negotiations services including providing legal expertise in collective bargaining
- (2) Act as the Chief Negotiator for the City during collective bargaining agreement negotiations with four bargaining groups
- (3) Assist the Human Resources Director, and/or their designees in reporting to the City Manager and the City Council on the progress of meeting and conferring in good faith with each of the recognized employee organizations
- (4) Participate in in-person and online meetings as deemed necessary by City staff
- (5) Meet with designated staff to define management goals and policy for union negotiations
- (6) Provide research and consultation on current trends, practices, and community standards of other public employers on a variety of labor related issues
- (7) Contract analysis
- (8) Proposal drafting
- (9) Assist in the formulation and preparation of cost analysis of management and bargaining unit proposals
- (10) Provide progress reports, make recommendations, and receive direction

B. METHOD OF COSTING

The City 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 City opportunities to maximize the value of this contract.

The City reserves the right to negotiate with proposer on a fair and equal basis when the best interests of the City are served by so doing.

SECTION III: PROPOSAL REQUIREMENTS

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 City. The City 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 City reserves the right to waive any requirements of this RFP when it determines whether waving a requirement is in the best interest of the City.

A. PROPOSAL NARRATIVE

(a) Service Description/Scope of Work

Describe the overall services your agency intends to provide.

(b) 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 this RFP.

(c) 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, 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.



(d) 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.

(e) Costs

Each proposal must include a detailed explanation of the cost to be charged to the City for services detailed in the proposal.

B. PROPOSAL FORMAT

All proposals should be typewritten; have consecutively numbered pages; including any exhibits, charts or other attachments; and be submitted as one (1) complete electronic (pdf) copy.

The Proposals should include and be presented in the following order:

- **Cover Memo:** One-page cover letter which includes the address, tax identification number, 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 12:00 p.m. PST, December 19, 2025.

The City may invite finalists to be interviewed prior to the final determination.

SECTION IV: PROPOSAL DEADLINE AND SUBMITTAL PROCEDURE

All emailed proposals must be received by lilybell.nakamura@emeryville.org no later than **5:00 p.m., PST, January 16, 2026**. Proposals received after 5:00 p.m., PST, will not be accepted.

The following process will apply to all proposals submitted:

- No determination will be made on the responsiveness to the RFP at the time of submittal.
- No proposal will be accepted from any person after the submittal deadline.
- Staff will inform the City Manager of any nonresponsive proposals to the RFP and those wishing to address the above circumstances may be allowed to do so.

One (1) complete electronic (pdf) copy of the proposal must be emailed to: lilybell.nakamura@emeryville.org.

All proposals shall be firm for a period of forty-five (45) days following the date of the Final Award Decision.



SECTION V: EVALUATION OF PROPOSALS

A. EVALUATION CRITERIA

Proposals will be evaluated based on the following criteria:

Criteria Factor	Point Value Range
(1) Service Description – clear understanding of the scope and services to be provided and sufficient staffing to provide services	0-40
(2) Proposer's Experience - history of successfully providing similar services and capability and experience of key personnel	0-20
(3) Cost – although a significant factor, may not be the dominant factor	0-25
(4) Conformance to the terms and conditions of this RFP	0-5
(5) Positive references and background checks	0-5
(6) Strong and engaging presentation skills (if needed)	0-5
Maximum Points	95-100

B. ADDITIONAL INFORMATION

The City reserves the right to reject any and all proposals submitted and/or to request additional information from proposers.

SECTION VI: LITIGATION STATUS

You are requested to furnish any information on the nature and magnitude of any litigation whereby, during the past five years, a court has ruled against your firm in any matter relating to the professional activities of your firm. In addition, you are asked to describe the nature, magnitude and status of any litigation current or pending against your firm in any manner related to your professional activities.

Recognizing the need to maintain confidentiality in this matter, you may provide this information in a separate letter directly to the following:

Lilybell Nakamura
Human Resources Director
Lilybell.nakamura@emeryville.org

If you prefer to do so, this information on litigation may be included as part of your formal proposal.

SECTION VII: BILLING OF FEES

Compensation for the performance of the work will be paid monthly upon review and approval of invoices by the City. Invoices must be substantiated by such detailed itemization as required by the City.

