

## **HUMAN RESOURCE CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP)**

The Port of Benton (“Port”) is seeking proposals from firms/consultants for a Human Resources Consultant (“Proposer”) to assist the Port in Port-wide staff training, updating personnel manuals and procedures, drafting position descriptions and duties, as well as handling HR complaints on an as-needed basis.

The term will be for 1 year (1) year with two (2) one year options to renew, at the sole discretion of the Port.

### **1. BACKGROUND**

The Port is a local municipal corporation (a local governing body) with a current non-union employee base of approximately 20 full and part time employees, who are paid on a semi-monthly basis and are part of various benefit programs.

### **2. SCHEDULE**

This RFP will be governed by the following schedule:

Release of RFP: January 19, 2020

Deadline for questions: January 27, 2020

Proposal due date: February 3, 2020

Interviews (if held): TBD in February 2020

Approval of contract: February 17, 2020

All dates are subject to change at the discretion of the Port.

### **3. SCOPE OF WORK**

The Port is seeking a proposer who is highly skilled and fully knowledgeable in the human resource field and can take a proactive approach in completing the work below and advising the Port on all aspects of its current practices, while making recommendations for continuous improvement.

#### **Specific Services Requested**

- A. Completion of a procedure evaluation of current practices
- B. Hiring, on-boarding, promotion and separation of employees
- C. Review of current job descriptions and communication of recommendations
- D. Review and update of employee labor classifications, as necessary
- E. Compensation and benefit package reviews in relation to industry standards
- F. Recommendations of policies to ensure compliance with federal, state and local standards and regulations

- G. Review of annual performance review process, including creating new or improved forms as necessary, and recommendations for improvement
- H. Handling, tracking and reporting of employee performance issues/disciplinary actions and employee and manager complaints
- I. 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
- J. Regular communication to management of changes affecting labor laws or regulations
- K. Recommendations for continuous improvement
- L. Assistance with other tasks or needs as deemed necessary by the Port
- M. Management of hotline/call center for Human Resource questions of management and employees

**Non-essential services**

The Port 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:

- A. Review of employee handbook/policy and recommendations for changes
- B. Management of employee records in accordance with applicable laws

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.

**4. PROPOSAL FORMAT GUIDELINES**

Interested proposers are to provide the Port with a thorough proposal using the following guidelines:

Proposal should contain no more than thirty (30) typed pages, including a cover letter and resumes of key people. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of what is being offered.

The following should be addressed in the proposer’s response:

**a. Cover letter**

Proposal shall be accompanied by a cover letter, which should summarize the key elements of the proposal. An individual authorized to bind the proposer must sign the letter. The letter must stipulate that the proposal shall be valid for a period of at least ninety (90) days. Indicate

the address and telephone number of the proposer's office located nearest to the Port and the office from which the project will be managed.

**b. Background and Project Summary**

Describe your understanding of the Port, the work to be done and the objectives to be accomplished. Refer to the Scope of Work of this RFP.

**c. Approach**

Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. Included should be a detailed implementation plan with project schedule. Also included should be a detailed description of specific tasks you will require from Port staff and explain what the respective roles of Port staff and your staff would be to complete the tasks specified in the Scope of Work. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that maximize efficiency and cost-effectiveness.

**d. Staffing**

Provide a list of personnel who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual. Upon award and during the contract period, if different personnel are assigned to the project, those names and qualifications must be submitted to the Port. The successful bidder shall not employ any subcontractor to fulfill any of the duties herein specified without express, prior written approval of the Port.

**e. Qualifications**

Describe the qualifications of the proposer and key staff who have performed projects similar in size and scope within the past five years to demonstrate competence to perform these services. Included should be names of key staff that participated on those projects and their specific responsibilities, and a summary of the proposer's demonstrated capability, including the length of time that the services in the Scope of Work have been provided. All proposers should provide at least three references, including name and contact information, which have received similar services. The Port reserves the right to contact the references listed.

**f. Fee proposal**

Indicate the annual fee for services to provide all services in the Scope of Work. Please also indicate an hourly rate for work outside of the scope of work and a fee for non-essential services to the extent submitted in the response. See Appendix A.

**5. PROCESS FOR SUBMITTING PROPOSALS**

All proposals received by the Port in response to this RFP will be retained.

**a. Content**

The proposal must be submitted using the format as indicated in the Proposal Format Guidelines.

**b. Preparation of Proposal**

Each proposal shall be prepared simply and economically, avoiding the use of promotional material beyond those sufficient to provide a complete and accurate presentation. The Port will not be liable for any costs incurred by a firm in the preparation or submission of a proposal.

**c. Number of Proposals**

Submit an original and three (3) hard copies.

**d. Submission of Proposals**

Complete written proposals must be submitted in sealed envelopes clearly marked "RFP, Human Resource Consulting Services" no later than 3:00 P.M. on Monday, February 3, 2020. Proposals received after this date and time will be rejected. Please allow for normal mail delivery time to ensure timely receipt of proposals, if using regular mail. Proposals may not be submitted by e-mail or fax.

Port of Benton  
3250 Port of Benton  
Richland, WA 99354  
Attn: Sheri Collins

**e. Inquiries**

Questions about this RFP must be made in writing, via e-mail to:

Sheri Collins  
[collins@portofbenton.com](mailto:collins@portofbenton.com)

The Port reserves the right to amend or supplement this RFP prior to the proposal due date. The Port endeavors to answer all written questions in a timely manner, but also reserves the right to not answer all questions. From the date that this RFP is issued until a firm or entity is selected and the selection is announced, proposers are not allowed to communicate outside the process set forth in this RFP with any Port employee other than the contracting officer listed above regarding this RFP. The Port reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the Port.

**f. Conditions for Proposal Acceptance**

This RFP does not commit the Port to award a contract or to pay any costs incurred for any services. The Port, at its sole discretion, reserves the right to accept or reject any or

all proposals received as a result of this RFP, to negotiate with any qualified proposer, or to cancel this RFP in part or in its entirety.

The Port may waive any irregularity in any proposal. All proposal submissions and materials shall become the property of the Port and will not be returned. If any proprietary information is contained in the proposal, it should be clearly identified. The contents of the successful proposal may, at the Port's option, become part of the contract entered into by the successful proposer and the Port.

Respondents to this RFP are hereby notified that all proposals submitted and information contained therein and attached thereto shall be subject to disclosure under the Washington State Public Records act.

## **6. EVALUATION CRITERIA**

Evaluation of all proposals received by the Port shall be based on the following criteria:

### **a. Qualification of Entity and Key Personnel - 25%**

Includes the proposer's ability to provide the requested scope of work, recent experience conducting work of similar scope, complexity, and magnitude for other agencies of similar size, references.

### **b. Approach to Providing the Requested Scope of Work - 25%**

Includes an understanding of the RFP and of the project's scope of work; knowledge of applicable laws and regulations related to the scope of work.

### **c. Price proposal - 25%**

Price proposals will be evaluated on the basis of the Total Estimated Annual price submitted in Exhibit A.

### **d. Innovating and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities - 25%.**

*Please note:* the offer of non-essential services will not influence the evaluation of a proposal.

## **7. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

A selection committee will screen and review all proposals according to the weighed criteria set forth above.

### **a. Responsiveness Screening**

Proposals will first be screened to ensure responsiveness to the RFP. The Port may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the Port reserves the right to request clarification or additional information from any or all proposers regarding their proposals. The Port may reject any proposal in which a proposer's approach, qualifications or price is not considered acceptable by the Port. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable.

#### **b. Initial Proposal Review**

The Committee will initially review and score all responsive written proposals based on the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation score may be invited to the next stage of the evaluation process, or the Port may conclude the evaluation process at this point and make a recommendation for award. Alternatively, the Port may elect to negotiate directly with one or more proposers to obtain the best result for the Port prior to making a recommendation or selection.

#### **c. Interviews, Reference Checks, Revised Proposals, Discussions**

Following the initial screening and review of proposals, the proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, will be in February 2020 and will be conducted at the Port's management office in Richland, WA. This date is subject to change. The individual(s) from proposer's firm that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

The Port may during this stage of the evaluation process also contact and evaluate the proposer's references.

Following conclusion of this stage of the evaluation process, the Committee will again rank all proposers according to the Evaluation Criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award. The Port may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure of competing proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the Port may terminate negotiations and commence negotiations with the next highest scoring proposer, or withdraw the RFP.

### **10. CONDITIONS TO AGREEMENT**

The selected proposer will execute a Service Agreement with the Port describing the Scope of Work to be performed, the schedule for completion of the services, compensation and other pertinent provisions.

Prior to contract, the winning proposer will be required to show evidence of insurance coverage of a kind and in an amount satisfactory to the Port. The Port's insurance requirements are attached to this RFP in Appendix B. The Port shall be named additional insured under the proposer's policies as noted in the agreement.

Submittal of a proposal shall be deemed acceptance of all the terms set forth in this RFP unless the Proposer includes with its proposal, in writing, any conditions or exceptions requested by the Proposer to the Agreement. Any contract entered into by the Port and the successful proposer shall provide that the Port may terminate the contract upon thirty (30) days' notice to the proposer.

## **11. INDEMNIFICATION**

To the fullest extent permitted by law, the proposer shall indemnify and hold harmless the Port and their respective consultants, agents, and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the proposer's work, provided that such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission by the proposer, or breach of its obligations herein or by any person or organization directly or indirectly employed or engaged by the proposer to perform or furnish either of the services, or anyone for whose acts the proposer may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

As to any and all claims against the Port or any of its consultants, agents or employees by any employee of proposer, by any person or organization directly or indirectly employed by proposer to perform or furnish any of the work, or by anyone for whose acts proposer may be liable, the indemnification obligation under this requirement shall not be limited in any way by any limitation on the amount of type of damages, compensation or benefits payable by or for proposer under worker's or workman's compensation acts, disability benefit acts or other employee benefit acts.

## **12. NON-DISCRIMINATION**

The proposer agrees and warrants that in the performance of the contract pursuant to this solicitation he/she will not discriminate or permit discrimination against any person or group of persons on the grounds of sex, gender identity, race, color, religion, age, marital status, ancestry, national origin, past history of mental disorder, mental or physical disability or other basis in any manner prohibited by the laws of the United States, the State of Washington or the Port.

**APPENDIX A**

**HUMAN RESOURCE CONSULTING SERVICES  
REQUEST FOR PROPOSAL (RFP)  
FEE PROPOSAL**

Fee proposal to provide Human Resource Consulting Services (as defined in the Scope of Work) is as follows:

Cost Year 1: \_\_\_\_\_

Cost Year 2: \_\_\_\_\_

Cost Year 3: \_\_\_\_\_

Hourly fee for work outside of the scope of work: \_\_\_\_\_

Fee proposal to provide Non-Essential Services, if any included in response, is as follows:

1 Year Cost of Review of employee handbook  
and recommendations for changes \_\_\_\_\_

1 Year Cost of Management of employee records  
in accordance with applicable laws \_\_\_\_\_

*Additional breakdown of fees by service is also allowed.*

## APPENDIX B

### HUMAN RESOURCE CONSULTING SERVICES REQUEST FOR PROPOSAL (RFP) INSURANCE REQUIREMENTS

The proposer shall, at its own expense and cost, obtain and keep in force during the entire duration of the Project or Work the following insurance coverage covering the proposer and all of its agents, employees, sub-contractors and other providers of services and shall name the Port, its employees and agents as an Additional Insured on a primary and non-contributory basis to the proposer's Commercial General Liability and Automobile Liability policies. These requirements shall be clearly stated in the remarks section on the proposer's Certificate of Insurance. Insurance shall be written with Carriers approved in the State of Washington and with a minimum Best's Rating of A-. In addition, all Carriers are subject to approval by the Port. Minimum limits and requirements are stated below:

1) Worker's Compensation Insurance:

- Statutory Coverage
- Employer's Liability
- \$100,000 each accident/\$500,000 disease-policy limit/\$100,000 disease each employee

2) Commercial General Liability:

- Including Premises & Operations, Products and Completed Operations, Personal and Advertising Injury, Contractual Liability and Independent Contractors.
- Limits of Liability for Bodily Injury and Building Damage Each Occurrence \$1,000,000 Aggregate \$2,000,000 (The Aggregate Limit shall apply separately to each job.)

3) Automobile Insurance:

- Including all owned, hired, borrowed and non-owned vehicles
- Limit of Liability for Bodily Injury and Building Damage: Per Accident \$1,000,000

4) Errors and Omissions Liability or Professional Services Liability Policy

- Provide Errors and Omissions Liability or Professional Services Liability Policy for a minimum Limit of Liability \$2,000,000 each occurrence or per claim.

The proposer agrees to maintain continuous professional liability coverage for the entire duration of this contract, and shall provide for an Extended Reporting Period in which to report claims for five (5) years following the conclusion of the contract.

The proposer shall provide a Certificate of Insurance as “evidence” of General Liability, Auto Liability including all owned, hired, borrowed and non-owned vehicles, and statutory Worker's Compensation and Employer's Liability coverages.

The proposer shall direct its Insurer to provide a Certificate of Insurance to the Port before any work is performed. The Certificate shall specify that the Port shall receive 30 days advance written notice of cancellation or non-renewal. The Certificate shall evidence all required coverage including the Additional Insured and Waiver of Subrogation. The proposer shall provide the Port copies of any such Policies upon request.

Insurance requirements with the awarded proposer are subject to final negotiations.