

REQUEST FOR PROPOSALS (RFP)

Facilitator/Consultant Services for Santa Clara/Santa Cruz Community Roundtable

Abstract

Cities Association of Santa Clara County (CASCC) is soliciting proposals from individuals or firms familiar with aviation, aircraft, and airport noise management issues to provide facilitator/consultant services for the Santa Clara/Santa Cruz Counties Community Roundtable.

RFP Issued	November 30, 2018
Deadline for Questions, Clarifications	December 14, 2018
Proposals Due	December 21, 2018 – 12PM (noon)
Proposer Interviews (if required)	Week of January 14-18, 2019 tentative
Contract Award	February 2019
Project Kick-Off Meeting/ Commencement of Work	Immediately after award
Contract Completion	December 31, 2019 with option to extend pending available resources.

RFP Point of Contact: Andi Jordan, Cities Association of Santa Clara County

andi@citiesassociation.org
PO Box 3144, Los Altos CA 94024

Proposals may also be submitted to City of Los Altos, 1 North San Antonio, Los Altos, CA 94022
Attn: City Manager's Office

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I. Objective

The Cities Association of Santa Clara County (CASCC) is soliciting proposals from individuals or firms with knowledge and experience in facilitating airport community noise roundtables or other similar airport noise forums to serve as the facilitator/consultant for the LAX/Community Noise Roundtable. The facilitator acts as an independent expert on aircraft noise issues and provides objective non-advocate review and suggestions on issues of concern to the Roundtable's members. The facilitator also ensures that the Roundtable meetings are conducted in an orderly fashion. Additional duties are described in the Scope of Work of this RFP.

II. Background

The CASCC is an association of the 15 cities of the Santa Clara County, California which is located in Silicon Valley. Each of the 15 cities has a representative on the Board of Directors of the association. For approximately 28 years, the CASCC has collaborated to develop policy and solutions for the region.

Because significant demand exists for an aircraft noise mitigation entity to represent constituents in the South Bay, the Roundtable will not be confined to one airport but will act on behalf of the region whether to work with SJC or SFO. While participation by elected officials in each affected city is essential, it is critical that the establishment of such a body should not be unilaterally implemented by one city, but instead be led collectively by the entire affected region.

Between May and November 2016, the Select Committee on South Bay Arrivals, a temporary committee of 12 local elected officials appointed by Congresswoman Anna G. Eshoo, former Congressman Sam Farr, and Congresswoman Jackie Speier, convened meetings to receive public input and develop regional consensus on recommendations to reduce aircraft noise caused by SFO flights and airspace, and procedural changes related to the Federal Aviation Administration's Next Generation Air Transportation System.

Among the many recommendations that received unanimous approval by the Select Committee, was the need for a permanent venue to represent currently disenfranchised communities in addressing aircraft noise concerns including, but not limited to SFO. This recommendation stems from the fact that our mutual constituents in Santa Clara and Santa Cruz Counties, do not currently belong to a permanent aircraft noise mitigation entity such as the SFO Airport/Community Roundtable.

In July 2017, the Cities Association of Santa Clara County received a Congressional request from Representatives Eshoo, Khanna, and Panetta to take a leadership role in developing an intergovernmental partnership between the cities and counties of Santa Clara and Santa Cruz Counties, Norman Y. Minéta San Jose International Airport (SJC), and San Francisco

International Airport (SFO) that will serve as a permanent aircraft noise mitigation entity representing all affected communities in the South Bay and Santa Cruz County.

On October 3, 2017, the San José City Council authorized the Ad Hoc Advisory Committee on South Flow Arrivals to explore possible solutions to address the noise impacts on residents when weather conditions over the airfield require the Airport to operate in a “south flow” configuration (when aircraft land from the north of the Airport instead of the usual landing from the south).

Both the Select Committee and the South Flow Ad Hoc Roundtable have disbanded, the Santa Clara/Santa Cruz Roundtable envisioned by the CASCC would likely be viewed as an appropriate surrogate for this function in partnership with the SFO Roundtable, SFO and San Jose Minéta Airports (SJC).

The CASCC invited each jurisdiction of Santa Clara County and Santa Cruz County to collaborate with neighboring jurisdictions through the formation of a community roundtables to most effectively address the community impacts of aircraft operations and work with the Federal Aviation Association (FAA). Currently, 13 of the 21 jurisdictions within the two counties of Santa Clara and Santa Cruz Counties have voted to join the Roundtable. The FAA has committed to working with the Roundtable.

Any of the invited jurisdictions may join at any time.

III. Scope of Work

The successful Proposer shall enter a contract with CASCC to provide the following services as a facilitator/consultant in administering the Santa Clara/Santa Cruz Community Noise Roundtable from January 2019 – December 31, 2019 with option to extend pending available funds:

1. Facilitate Roundtable meetings to ensure discussions are related to the agenda items and meetings are conducted in an orderly fashion.
2. Interact with Roundtable members during the meetings to discuss noise issues and offer opinions and/or suggestions on the issues to identify possible solutions, if any, for consideration by the Roundtable.
3. Provide presentations and/or briefings on various topics related to the aviation industry and aircraft noise management such as technological advancements in noise reduction, relevant legislative or regulatory actions, pertinent research, and processes.
4. Develop ways to encourage participation by the FAA & Stakeholders at Roundtable meetings and improve the meeting format and composition.

5. Prepare written materials such as meeting agendas, minutes, recaps, letters, memorandums, various reports.
6. Provide support for work not currently before the Roundtable, but that may be added during the contract period, including such items as conducting noise analyses and performing other assignments pertaining to aircraft noise and operations as needed.
7. Follow up with
 - a. FAA and SFO on Select Committee recommendations,
 - b. FAA and SJC on Southflow recommendations.
8. Develop a plan for advocacy with the FAA.
9. Prepare and maintain a public website with meeting announcements and technical documents.

I. RFP Process & Proposal

- A. **INVITATION TO RESPOND.** The CASCC is hereby soliciting proposals for an Aviation Consultant in accordance with the terms, conditions, and instructions as set forth in this RFP.
- B. **ISSUING OFFICE.** The Finance and Administrative Services Department, Purchasing Section, is the issuing office for the CASCC. Proposers who do not notify the CASCC with this information when contacting the CASCC assume complete responsibility in the event that they do not receive communications prior to the closing date.
- C. **QUESTIONS.** Please e-mail the Point of Contact (POC) via e-mail at andi@citiesassociation.org if there are any questions regarding the RFP solicitation and process. Respondents and individuals associated with their firm, their Contractors, or elected City officials outside of the process identified.
 1. Proposers are responsible for reading carefully and understanding fully the terms and conditions of this RFP. Please e-mail any requests for clarification or additional information to the POC by the date listed in the RFP Schedule. Requests should contain the following: "Questions: Aviation Consultant RFP" in the subject line. It is incumbent upon Proposers to verify CASCC receipt of their questions.

2. All questions will be answered in writing. Both questions and answers will be distributed, without identification, to all Proposers who are on record with the CASCC as having received this RFP via an addendum. No oral communications can be relied upon for this RFP.
3. To the extent that a question causes a change to any part of this RFP, an addendum will be issued addressing such changes.

D. SUBMISSION OF PROPOSALS.

1. Proposals must be:
 1. Submitted in the format set forth herein.
 2. Made in the official name of the firm or individual under which the Proposer's business is conducted (including the official business address).
 3. Signed, using the cover page, by a person duly authorized to submit a proposal.
 4. Submitted in envelopes clearly marked with the assigned RFP title and closing date/time referenced on the outside of the envelope (lower left corner).
 5. Addressed to the POC, as identified in this RFP.

6. Submit one (1) original and five hard copies of the proposal, including all attachments. In addition, one (1) electronic copy on a USB flash drive.

2. Proposal Format:

- a. Section 1—Cover Sheet, provided, Attachment A.
- b. Section 2—Proposal Summary, including highlights, key features, and distinguishing points of the proposal.
- c. Section 3—Firm Profile including organization structure, financial stability, lawsuits and pending litigation for previous five (5) years, firm capacity, and resources.
- d. Section 4—Firm Qualifications, including brief description of similar projects undertaken within the past five (5) years, summary of work performed, total project cost, and time period. Include a brief statement of firm’s adherence to schedule and budget for the referenced project.
- e. Section 5—Work Plan including staffing and schedule—provide a well-conceived proposal establishing understanding of CASCC’s requirements and proposer’s ability to satisfy the requirements, schedule, and approach in providing the services. Proposer may also suggest technical, procedural innovations, or new concepts that have been used successfully on other engagements and which may provide the CASCC with better service delivery.
- f. Section 6—Proposed Staffing, including identification of key team members and their specific responsibilities and qualifications.
- g. Section 7—Proposal Costs, on form provided, Attachment B, Include the proposed costs to provide the services desired as well as any other cost and price information with a not-to-exceed amount. The hourly rates may be used for pricing the cost of additional services outlined in the Scope of Work. The CASCC does not pay for services before it receives them. Therefore, do not propose contract terms that call for up-front payments or deposits. Please note: The CASCC is open to your expertise formulating how the Roundtable will operate, including the number of meetings. It is suggested to give a per meeting cost. The roundtable will likely work with the SFO Roundtable and they have 6 Roundtable meetings this year and 11 subcommittee meetings on the off months.

- h. All travel time, mileage, and per diem shall be included in the submitted proposal price. No additional reimbursements for travel, food, or other expenses shall be made by the CASCC.
 - i. [Section 8](#)—References, minimum of three (3) from projects of similar scope, on form provided, Attachment D.
 - j. [Section 9](#)—Exceptions, on form provided, Attachment D. Discuss any exceptions or requested changes to the RFP requirements and conditions. If no exceptions are noted, it is assumed the proposer will accept all conditions and requirements of the RFP.
 - k. [Section 10](#)—Insurance Certificate, copy of evidence of insurance as requested in Professional Services Contract, Terms and Conditions, Section 10.
- E. CLOSING DATE. Proposals must arrive at the location, date, and time identified on the cover page of this RFP in the format set forth herein. There will be no public opening of the proposals. The names of proposers will not be released until announcement of award.
- F. LATE SUBMISSIONS. Proposers mailing proposals should allow sufficient mail delivery time to insure timely receipt by the issuing office. Delivery of the proposal to the specified location by the prescribed time and date is the sole responsibility of proposers. Any proposal, modifications to proposals, request for withdrawal of proposals, or Best and Final Offers (BAFO) arriving after the closing date and time are late and will not be considered unless the Purchasing Agent determines that accepting the late proposal would not unduly delay the acquisition, and:
 - 1. There is acceptable evidence to establish that it was received at the City location designated for receipt of proposals and was under the CASCC’s control prior to the time set for receipt of proposals; or
 - 2. It was the only proposal received.
- G. ECONOMY OF PREPARATION. Proposers will prepare each proposal simply and economically, providing a straightforward, concise description of

proposers' offer and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.

- H. PROPRIETARY/CONFIDENTIAL INFORMATION. Any information submitted with a Proposal is a public record subject to disclosure unless a specific exemption applies. If a proposer submits information clearly marked proprietary or confidential, it will be treated with the confidentiality to the extent permitted by law. However, it is the proposer's obligation and expense to defend any legal challenges seeking to obtain said information. The CASCC will incur no liability due to release of information from a proposer labeled "proprietary" or "confidential."
- I. PROPOSAL MATERIAL OWNERSHIP. All material submitted regarding and in response to this RFP becomes the property of the CASCC and will only be returned to the proposer at the CASCC's option. Any person may request and review Proposals submitted after final award has been made. The CASCC has the right to use any or all information presented in reply to this request, subject to limitations outlined above in "Proprietary/Confidential Information." Disqualification of a proposer does not eliminate this right.
- J. MULTIPLE/ALTERNATIVE PROPOSALS. Proposers may submit a base cost proposal with additional services identified as optional. To facilitate evaluation, all proposals submitted must follow the format listed herein. Alternative approaches will be given consideration if the approach clearly offers increased benefits to the CASCC.
- K. ACCEPTABILITY OF PROPOSALS. The Purchasing Agent will determine which proposers have met the requirements of the RFP. Failure to comply

with any mandatory requirement will disqualify a proposal. The Purchasing Agent will have the sole authority to determine whether any deviation from the requirements of this RFP is substantial in nature. The Purchasing Agent may waive or permit to be cured minor irregularities or minor informalities in proposals that are immaterial or inconsequential in nature, whenever it is determined to be in the CASCC's best interest.

The CASCC may accept other than the lowest priced offer. The CASCC may conduct discussions with proposers in any manner deemed necessary to best serve the interests of the CASCC. The Purchasing Agent may limit the competitive range to firms highly rated technically and whose prices are considered to be reasonable by the CASCC for purposes of efficiency. The Purchasing Agent may reject in whole or in part any and all Proposals if such is in the CASCC's interest.

Upon award, the contents of the response of the successful proposal will become contractual obligations. Failure of the proposer to accept these obligations in a subsequent purchase agreement, purchase order, or contract may result in cancellation of further negotiations.

- L. CLARIFICATIONS. The CASCC reserves the right to obtain clarification of any point in a proposer's submittal or to obtain additional information necessary to properly evaluate a particular response. Failure of a proposer to respond to such a request for additional information or clarification may result in rejection of the Proposer's proposal.

- M. PROPOSAL EVALUATION AND SELECTION. The CASCC will evaluate proposals and may select one Contractor or multiple Contractors to provide the requested services. The contract award will be made to the responsible Contractor(s) whose proposal(s) is (are) determined to provide the overall best value to the CASCC, considering the evaluation criteria, including price. The various qualitative and quantitative criteria that will be used by the evaluation committee to review and rate proposals includes, but is not limited to, the following:
 - 1. Proposer's experience, especially with public agencies, including the experience of staff to be assigned to this project, in engagements of similar scope, and complexity.
 - 2. Past performance, litigation, references, customer service.
 - 3. Overall quality and completeness of RFP response.

4. Adherence to the requirements of the RFP.
 5. Total cost to the CASCC.
 6. Any other factors as solely determined by the CASCC to be in the CASCC's best interest
- N. ORAL PRESENTATIONS AND SITE VISITS. Proposers should be prepared to discuss and substantiate any of the areas of the proposals submitted. Please be advised that there is the possibility for a request of an interview, demonstration, presentation, or site visit to other comparable operations. However, the Proposer shall not rely on the possibility of such a request and must submit a complete and comprehensive written response to this RFP. **Proposers must be available for interviews at the on the dates listed in the RFP Schedule.** The CASCC will not be charged any fees associated with the proposer's cost to give requested presentations, demonstrations, or conducting of site visits.
- O. NEGOTIATIONS. The CASCC may accept the proposal which it determines to serve the best interest of the CASCC, as submitted, without discussion or negotiation. Proposers should, therefore, not rely on the ability or opportunity to discuss, negotiate and/or adjust their proposal. The Purchasing Agent may advise proposers selected as finalists to submit a BAFO for consideration.
- P. EVIDENCE OF RESPONSIBILITY. Prior to the award of a contract pursuant to this RFP, the CASCC may require the proposer to submit such additional information bearing upon the proposer's ability to perform the contract as the CASCC deems appropriate. The CASCC may also consider any information otherwise available, but not limited to price, technical, and qualifications relative to ability, capacity, integrity, ethics, performance record, and experience of the Proposer.
- Q. SUBMITTALS REQUIRED UPON PROVISIONAL AWARD. Failure to provide the required submittals upon provisional award, within the time period specified, may be cause for the provisional award to be voided and the proposal to be rejected as non-responsive.
1. Insurance requirements as specified in Section 10, paragraphs a-c.
 2. Business License, per Section 9.
 3. Completed IRS Form (W-9).

- R. INCURRED EXPENSES. The CASCC will not be responsible for any expenses incurred by proposers in preparing and submitting a proposal to this RFP, or associated actions (e.g., attendance to preproposal conference, interviews, demonstrations, presentations, etc.).
- S. CASCC'S RIGHTS. The CASCC reserves the right to cancel this RFP, in whole or in part, or reject any or all proposals submitted in response to this RFP when such action is determined to be in the best interest to the CASCC as determined solely by the CASCC. The CASCC also reserves the unilateral right to award a contract in whole or in part; to award a contract to one or more proposers; to waive or permit cure of minor irregularities; and to conduct discussions with proposers in any manner necessary.
- T. NEWS RELEASES/ADVERTISING. News releases and/or advertising pertaining to this procurement or any part of the subject shall not be made without prior written approval of the CASCC.
- U. CONFIDENTIALITY— CASCC INFORMATION. Contractor shall instruct its employees and the employees of any subcontractors to keep as confidential information concerning the business of the CASCC, its financial affairs, its relations with its citizens, and its employees, as well as any other information which may be specifically classified as confidential by the CASCC.

I. CONTRACT TERMS

The successful proposer will be required to enter into a contract for services with the CASCC for a term ending on December 30, 2019 and may be extended up to two years if funding is available. The CASCC's Professional Services Agreement, Attachment E. Please review the attachment for additional requirements, including Section 9, Business License and Section 10, Insurance.

II. ATTACHMENTS

ATTACHMENT A. —COVER PAGE: PROPOSER’S INFORMATION
(Please include this as part of your Proposal submittal.)

PROPOSER

Company: _____
Federal Tax I.D. No. _____ Street Address: _____
_____ City: _____
_____ State: _____
_____ Zip Code: _____
Tel. No. _____ Fax No. _____
E-Mail _____

Name: _____
[PRINT OR TYPE]

Signature* _____
Title _____
Date _____

* *Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the company or organization to the terms of this agreement. The signer further understands and agrees that the conditions set forth in the instructions to vendors, the terms and conditions and the specifications, together with the RFP, its attachments and amendments, Proposal, and any other documents submitted in response to the foregoing, shall form a part of and be construed with the PO.*

ADDENDA

To assure that all Proposers have received each addendum, check the appropriate box(es) below. Failure to acknowledge receipt of addendum/addenda may be considered an irregularity in the Proposal:

Addendum number(s) received: 1 2 3

Or, No addendum/addenda were received

ATTACHMENT B—PRICE PROPOSAL

Total Not to Exceed Amount: \$_____

Hourly Fees: \$_____

ATTACHMENT C—REFERENCES AND EXCEPTIONS

Please provide references:

I. References:

The Proposer is requested to provide a minimum of three references where work of a similar size and nature was performed within the last three years. This will enable the CASCC to judge the responsibility, experience, skill, and business standing of the Proposer.

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
Date of Project (when was work performed) _____ **E-mail address:** _____
Describe what product or service was provided:

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
Date of Project (when was work performed) _____ **E-mail address:** _____
Describe what product or service was provided:

Client Name: _____ **Contact Name:** _____
Address: _____ **Phone Number:** _____
_____ **Fax Number:** _____
Date of Project (when was work performed) _____ **E-mail address:** _____
Describe what product or service was provided:

II. **Exceptions or Clarifications:** If you have any exceptions or clarifications to this RFP, please state them here.
