

COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-9

For the meeting of: March 14, 2017

Date: March 3, 2017

To: Board of Supervisors

From: Amy S. Nilsen, County Administrative Officer *ASN*

Subject: Request to Approve Award of a Professional Services Agreement to Volaire Aviation, Inc. for Airport Governance and Sustainability Study

RECOMMENDATION(S):

That the Board of Supervisors:

1. Receive and file the proposals in response to Request for Proposals #16-100-MBT for an organizational analysis of the county airport system;
2. Review the staff ratings of the proposals received in response to Request for Proposals #16-100-MBT for an organizational analysis of the county airport system;
3. Approve awarding a professional services agreement for an organizational analysis of the county airport system to Volaire Aviation, Inc.;
4. Authorize the Purchasing Agent to negotiate and execute a professional services agreement with Volaire Aviation, Inc. to perform an organizational analysis of the county airport system that is substantially similar to the attached sample professional services agreement, after review and approval by County Counsel and Risk Management; and
5. Approve the attached supplemental budget in FY 2016-17 budget unit 1100-199 to allow for the full amount of the professional services agreement with Volaire Aviation, Inc. (4/5 vote required).

SOURCE OF FUNDING: 1100-199 General Fund, Contributions - Other

Prepared by Sean Quincey

CAO Approval *Karen Clower*

REVIEW:

Auditor _____ County Counsel *Sm* Human Resources _____ Other _____

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other _____

PREVIOUS ACTION/REFERRAL:

Board Order No. H-1

Meeting of: 11/15/16

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Mar 14, 2017

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Aviation Enterprise Fund is the fund that operates the County of Humboldt's Aviation Division. This fund is classified by accounting standards as "business-type activities" and is supposed to stand on its own without the sort of short-term borrowing typical of the county's governmental funds. However, aviation operating costs have exceeded income for the last eight fiscal years and this fund has borrowed from other funds in order to keep the Aviation Division operating. The growing liability of its current negative fund balance could have the potential to become the responsibility of the county's General Fund.

On November 15, 2016, county staff noted that a long-term plan for financial sustainability needed to be developed in order to eliminate the Aviation Division's structural deficit. As such, the County Administrative Office issued a Request for Proposals for an Airport Governance and Sustainability Study on December 12, 2016. Three proposals were received prior to the established deadline of January 31, 2017. These proposals were from:

- Volaire Aviation, Inc.
- Kaplan Kirsch Rockwell
- Mead & Hunt

An evaluation committee consisting of staff from Public Works, the County Administrative Office and a member from the Aviation Advisory Committee met to evaluate the proposals and is recommending award of a professional services agreement to Volaire Aviation, Inc.

FINANCIAL IMPACT:

The cost proposal from Volaire includes professional consulting services and expenses for a total of \$53,500. Partial funding for an Aviation study in the amount of \$50,000 was made available during the First Quarter Budget Report and is located in the General Fund, Contributions – Other budget unit (1100-199). The agreement with Volaire Aviation, Inc. is higher than this amount, which is the reason for the supplemental budget request.

This action supports the Board's strategic framework by providing for and maintaining infrastructure.

OTHER AGENCY INVOLVEMENT: Aviation Advisory Committee

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could choose to award a contract to another firm. This is not recommended because staff believes Volaire Aviation, Inc. provides the best overall value to the county.

ATTACHMENTS:

1. Supplemental Budget and Appropriation Transfer
2. Sample Professional Services Agreement with Volaire Aviation, Inc.
3. County of Humboldt's Request for Proposals – RFP #16-100-MBT
4. County of Humboldt's Responses to Proposers Questions for RFP #16-100-MBT
5. Proposal – Volaire Aviation, Inc.
6. Proposal – Kaplan Kirsch Rockwell
7. Proposal – Mead & Hunt
8. Rating Sheet

Supplemental Budget to Contributions – Other

Revenue	1100-888-504100	In Lieu-Vehicle License Fee	\$1,100
Expense	1100-199-3205	Contributions to Aviation	\$1,100

While an appropriation transfer does not require Board approval, it is detailed here because it is needed to cover the remaining \$2,400 and funding is available in Contributions – Other (1100-199). This funding will be transferred to Aviation as follows:

Revenue	3530-381-70708	General Fund Contribution	\$3,500
Expense	3530-381-2118	Professional & Special Services	\$3,500

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
VOLAIRE AVIATION, INC.
FOR FISCAL YEAR 2016-2017 THROUGH 2017-2018**

This Agreement, entered into this ____ day of _____, 2017, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Volaire Aviation, Inc., a Indiana corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its County Administrative Office – Management & Budget Team, desires to retain the services of a qualified professional to perform an airport governance and sustainability study; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced and qualified to perform the special services required by COUNTY.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. DESCRIPTION OF SERVICES:

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Services, which is attached hereto and incorporated herein by reference. In providing such services, CONTRACTOR agrees to fully cooperate with the County Administrative Officer or designee thereof, hereinafter referred to as CAO.

2. TERM:

This Agreement shall begin upon execution by both parties and shall remain in full force and effect until January 1, 2018, unless sooner terminated as provided herein.

3. TERMINATION:

A. Breach of Contract. If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice.

B. Without Cause. COUNTY may terminate this Agreement without cause upon thirty (30) days advance written notice to CONTRACTOR. Such notice shall state the effective date of the termination.

- C. Insufficient Funding. COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. Compensation Upon Termination. In the event this Agreement is terminated, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owed to COUNTY due to a breach of this Agreement by CONTRACTOR.

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Fifty Three Thousand Five Hundred Dollars (\$53,500.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. Schedule of Rates. The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. Additional Services. Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum payable amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. PAYMENT:

CONTRACTOR shall submit to COUNTY monthly invoices itemizing all services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement. Invoices shall be in a format approved by, and shall include backup documentation as specified by, CAO and the Humboldt County Auditor-Controller. Payment for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: County Administrative Office – Management & Budget Team
 Attention: Amy Nilsen, County Administrative Officer
 825 5th Street, Room 112
 Eureka, California 95501

6. NOTICES:

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective

addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: County Administrative Office – Management & Budget Team
Attention: Amy Nilsen, County Administrative Officer
825 5th Street, Room 112
Eureka, California 95501

CONTRACTOR: Volaire Aviation, Inc.
Attention: Jack Penning, Managing Partner
8500 East 116th Street, Suite 728
Fishers, Indiana 46038

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports that may be required by local, state and/or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

- A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records, documents and other evidence relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the services provided pursuant to the terms and conditions of this Agreement.
- B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by COUNTY and any duly authorized local, state and/or federal agencies. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by COUNTY and any duly authorized local, state and/or federal agencies. All examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering this Agreement.
- C. Audit Costs. In the event of an audit exception or exceptions related to the services provided pursuant to the terms and conditions of this Agreement, the party responsible for not meeting the requirements set forth herein shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.

9. MONITORING:

CONTRACTOR agrees that COUNTY has the right to monitor all activities related to this Agreement, including, without limitation, the right to review and monitor CONTRACTOR's records, programs or procedures, at any time, as well as the overall operation of CONTRACTOR's programs, in order to ensure compliance with the terms and conditions of this Agreement. CONTRACTOR will cooperate with a corrective action plan, if deficiencies in CONTRACTOR's records, programs or procedures are identified by COUNTY. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement.

10. CONFIDENTIAL INFORMATION:

- A. Disclosure of Confidential Information. In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to: California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act ("CMIA"); the United States Health Information Technology for Economic and Clinical Health Act ("HITECH Act"); the United States Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B. Continuing Compliance with Confidentiality Laws. The parties acknowledge that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. NON-DISCRIMINATION COMPLIANCE:

- A. Professional Services and Employment. CONTRACTOR, and its subcontractors, shall not unlawfully discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over forty (40) years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), political affiliation, military service, denial of family care leave or any other classifications protected by local, state or federal laws or regulations. Nothing herein shall be construed to require the employment of unqualified persons.

- B. Compliance with Anti-Discrimination Laws. CONTRACTOR further assures that it, and its subcontractors, will abide by the applicable provisions of: Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Food Stamp Act of 1977; Title II of the Americans with Disabilities Act of 1990; the California Fair Employment and Housing Act; California Civil Code Sections 51, et seq.; California Government Code Sections 4450, et seq.; California Welfare and Institutions Code Section 10000; Division 21 of the California Department of Social Services Manual of Policies and Procedures; United States Executive Order 11246, as amended and supplemented by United States Executive Order 11375 and 41 C.F.R. Part 60; and any other applicable local, state and/or federal laws and regulations, all as may be amended from time to time. The applicable regulations of the California Fair Employment and Housing Commission implementing California Government Code Section 12990, set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

12. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components, as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR subsequently becomes a Nuclear Weapons Contractor.

13. DRUG-FREE WORKPLACE CERTIFICATION:

By executing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350, et seq.) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy Statement. Publish, as required by California Government Code Section 8355(a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355(a)(2), a Drug-Free Awareness Program which informs employees about the following:
 1. The dangers of drug abuse in the workplace;
 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and
 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355(a)(3), that every employee who provides services pursuant to the terms and conditions of this Agreement will:

1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Effect of Noncompliance. Failure to comply with the above-referenced requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. INDEMNIFICATION:

- A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its agents, officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorney's fees and other costs of litigation, arising out of, or in connection with, CONTRACTOR's negligent performance of, or failure to comply with, any of the duties and/or obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.
- B. Effect of Insurance. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this provision. This provision shall apply to all claims for damages related to the services performed by CONTRACTOR pursuant to the terms and conditions of this Agreement regardless if any insurance is applicable or not. The insurance policy limits set forth herein shall not act as a limitation upon the amount of indemnification or defense to be provided by CONTRACTOR hereunder.

15. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights hereunder, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

- A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall, and shall require that all subcontractors hereunder, take out and maintain, throughout the entire period of this Agreement, and any extended term thereof, the following policies of insurance, placed with insurers authorized to do business in the State of California with a current A.M. Bests rating of no less than A: VII or its equivalent against personal injury, death and property damage which may arise from, or in connection with, the activities of CONTRACTOR and its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000.00) per occurrence for any one incident, including, but not limited to, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability not less than One Million Dollars (\$1,000,000.00) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Offices Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than Two Million Dollars (\$2,000,000.00) for each occurrence (Four Million Dollars (\$4,000,000.00) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, and its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by, or on behalf of, CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to as "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000.00) shall be disclosed to, and approved by, COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above-referenced aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
 Attention: Risk Management
 825 5th Street, Room 131
 Eureka, California 95501

CONTRACTOR: Volaire Aviation, Inc.
 Attention: Jack Penning, Managing Partner
 8500 East 116th Street, Suite 728
 Fishers, Indiana 46038

16. RELATIONSHIP OF PARTIES:

It is understood that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

17. COMPLIANCE WITH APPLICABLE LAWS AND LICENSURE REQUIREMENTS:

CONTRACTOR agrees to comply with any and all local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this

Agreement. CONTRACTOR further agrees to comply with any and all applicable local, state and federal licensure and certification requirements.

18. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

19. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

20. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

21. ASSIGNMENT:

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

22. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

23. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

24. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly

refund, any funds disbursed to CONTRACTOR which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

25. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

26. STANDARD OF PRACTICE:

CONTRACTOR warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

27. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information and reports concerning the subject matter of this Agreement prepared and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents pertaining to the services provided hereunder to COUNTY without exception or reservation.

28. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder, or relating hereto, shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

29. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media, including, but not limited to, television, radio, newspapers and internet. CONTRACTOR shall inform COUNTY of all requests for interviews by the media related to this Agreement before such interviews take place; and COUNTY shall be entitled to have a representative present at such interviews. All notices required by this provision shall be given to CAO.

30. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services to be provided hereunder. Any and all subcontracts shall be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification and confidentiality requirements set forth herein. CONTRACTOR shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts, whether approved by COUNTY or not.

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31. ATTORNEYS' FEES:

If either party shall commence any legal action or proceeding, including an action for declaratory relief, against the other by reason of the alleged failure of the other to perform or keep any provision of this Agreement to be performed or kept, the party prevailing in said action or proceeding shall be entitled to recover court costs and reasonable attorneys' fees, including the reasonable value of services rendered by the Humboldt County Counsel's Office, to be fixed by the court, and such recovery shall include court costs and attorneys' fees on appeal, if applicable. As used herein, "prevailing party" means the party who dismisses an action or proceeding in exchange for payment of substantially all sums allegedly due, performance of provisions allegedly breached, or other considerations substantially equal to the relief sought by said party, as well as the party in whose favor final judgment is rendered.

32. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 14 – Indemnification shall survive the expiration or termination of this Agreement.

33. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

34. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

35. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

36. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

37. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety

all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. All acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

38. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE-PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

VOLAIRE AVIATION, INC.:

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

COUNTY OF HUMBOLDT:

By: _____ Date: _____

Humboldt County Purchasing Agent

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management

LIST OF EXHIBITS:

Exhibit A – Scope of Services

Exhibit B – Schedule of Rates

DRAFT

EXHIBIT A
SCOPE OF SERVICES
Volaire Aviation, Inc
For Fiscal Years 2016-2017 Through 2017-2018

1. SERVICES:

- A. Airport Governance and Sustainability Study. CONTRACTOR shall conduct an airport governance and sustainability study of the COUNTY's current aviation system. The study shall identify, without limitation, all of the following:
1. Optimal organizational and governance structures for the airports operated by the County;
 2. Existing and future funding sources for development;
 3. Services available and gaps in current or future service needs and opportunities for growth; and
 4. Best management and business practices that may be applied to the County aviation system to maximize operations and economic contribution.
- B. Stakeholder Involvement. COUNTY will establish a stakeholder committee to obtain guidance as the study progresses and to provide an educational overview of airport-specific business practices and limitations. CONTRACTOR shall attend three (3) to five (5) on-site meetings involving the stakeholder committee, one with the Humboldt County Aviation Advisory Committee and the Humboldt County Board of Supervisors, along with one public information session.
- C. Airport Funding and Financial Overview. CONTRACTOR shall identify potential new funding opportunities and the efforts necessary to obtain such funding. The airport funding and financial overview shall include, without limitation, all of the following:
1. An assessment of the Humboldt County aviation system's current finances, including, without limitation, deficits and expenditures;
 2. Potential federal and state funding programs;
 3. The current operations and maintenance needs of the Humboldt County aviation system;
 4. Comparative analysis to other similar airports; and
 5. Future financial trends relating to the Humboldt County aviation system.
- D. Development of Strategic Initiatives and Best Management Practices. CONTRACTOR shall identify and evaluate the adequacy of services available to travelers and other users of the California Redwood Coast-Humboldt County airport ("ACV"), including, without limitation, an assessment of the growth potential within those service areas. CONTRACTOR shall identify any and all efforts that can be taken by ACV to expand the reach of such business services. CONTRACTOR shall explore potential new services and the steps to obtain those services. The strategic initiatives and best management practices developed pursuant to the

terms and conditions of this Agreement shall specifically address, without limitation, all of the following:

1. Opportunities to grow air cargo services and steps to maximize air cargo operations;
2. Strategies to increase revenue through passenger-serving enterprises and other income generating activities at ACV;
3. Marketing programs for passenger service via ACV, local use of the airport, aviation-related business development and non-aviation commercial leases;
4. Investments, programs and policies to increase the use of ACV by general aviation;
5. Opportunities to grow and attract additional airport services, such as fixed base operators and aviation-related businesses;
6. Opportunities to increase aviation related lease revenue for hangars, including, without limitation, expanding the potential for owner-built hangars;
7. Recommendations on how to increase lease revenue for non-aviation commercial property controlled by the Aviation Division;
8. Identification of best management practices and recommended programs, policies, and standards that could increase the economic impact of the aviation system;
9. Assessment of the potential costs and benefits of recommended strategies and discussion of how additional costs should be assessed and measured to ensure overall economic performance improvement; and
10. Recommendations on how to update and evaluate airport performance goals on a regular basis.

E. Marketing and Community Promotion Plan. CONTRACTOR shall identify optimum marketing techniques to promote ACV and its services. Additionally, CONTRACTOR shall identify the target audience for such promotion and identify the best avenues to market ACV both in the community and to attract tourism. The ideal outcome of this task is that through marketing, passenger use at ACV will increase over time and ACV and its services will be more visible throughout the community. The proposed marketing and community promotion plan should include, without limitation, all of the following:

1. Identification of the target market;
2. Identification of the market position;
3. Identification of the anticipated demand;
4. Identification of unique selling advantages;
5. Assessment of the current market;

6. Identification of key customers and clients;
 7. Development of a market strategy;
 8. Development of a marketing budget;
 9. Development of a market study; and
 10. Development of an updated website and marketing materials.
- F. Governance Analysis. CONTRACTOR shall research, report and provide recommendations on the organizational and governance structures for the airports operated by COUNTY. The governance analysis shall include, without limitation, all of the following:
1. Airports operated by the Humboldt County Department of Public Works;
 2. Airports being governed as a stand-alone COUNTY department;
 3. Airports governed directly by an airport authority;
 4. Airports governed by an airport commission; and
 5. Other options.
- G. Narrative Report. Based on the information gained through the provision of services set forth herein, CONTRACTOR shall prepare a narrative report that summarizes the existing conditions of COUNTY's aviation system, identifies service gaps that should be addressed and makes specific recommendations for improving the governance and sustainability of the aviation system. It is anticipated that the narrative report will be vetted through three (3) iterations: an administrative draft submitted upon completion of the technical work; a draft that is submitted to a larger group of stakeholders beyond the stakeholder committee; and a final version that incorporates comments received. CONTRACTOR shall submit ten (10) hard copies, and one (1) searchable electronic copy, of the final narrative report by October 13, 2017, or such later date as designated in writing by the Humboldt County Administrative Officer. The narrative report shall specifically include, at a minimum all of the following sections and subsections:
1. Purpose and Background;
 2. Current Airport Operations and Economic Impact;
 3. Governance Structure:
 - a. Detailed description of each of the organizational and governance structures currently utilized by the Humboldt County aviation system, including sample organization charts, operations, staff levels and decision-making approval processes;
 - b. Recommendations for options for future organizational and governance structures for the airports within Humboldt County.

- c. Detailed description of the steps needed to implement such governance structures;
- d. Detailed description of the estimated cost to implement such governance structures;
- e. Detailed description of the pros and cons of implementing such governance structures;
- f. Description of the methodology used to formulate the recommendations, including, without limitation, the criteria used by the CONTRACTOR to select comparable airports and governance structures for the study.

4. Gap Analysis:

- a. Strategic recommendations on how to increase the economic impact of the aviation system, including, without limitation, investment estimates for implementation of CONTRACTOR's recommendations.

2. PROJECT SCHEDULE:

CONTRACTOR agrees to provide the services required hereunder within the following timelines. However, CONTRACTOR's ability to meet the completion dates set forth herein depends upon the joint efforts of CONTRACTOR and COUNTY. As a result, the following completion dates are estimates only and may vary from the actual completion dates.

Service	Date of Completion
Initial Stakeholder meeting	April 1, 2017
Airport Financial Analysis	May 15, 2017
Governance Structure Analysis	May 15, 2017
Stakeholder Meeting Regarding Financial and Governance Analysis	May 30, 2017
Strategic Initiatives and Business Plan	July 15, 2017
Focus Group Meetings	June – July
Regional Perception Survey	June – July
Strategic Marketing Plan	August 31, 2017
Final Strategic Plan	September 15, 2017
Stakeholder Meeting to Vet Final Strategic Plan	Mid-September
Presentation of Final Strategic Plan	October 15, 2017

EXHIBIT B
SCHEDULE OF RATES

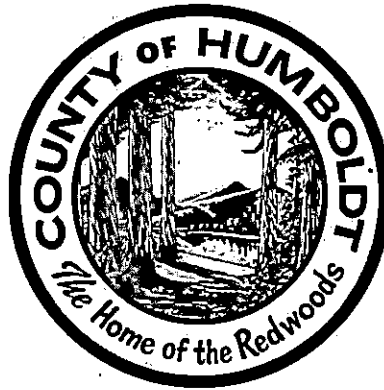
Volaire Aviation, Inc
For Fiscal Years 2016-2017 Through 2017-2018

COUNTY shall compensate CONTRACTOR for each service provided pursuant to the terms and conditions of this Agreement based on the maximum rates set forth herein.

1. **RATE OF COMPENSATION:**

COUNTY and CONTRACTOR agree to the following rates of compensation:

Service	Additional Info	Cost
Initial Stakeholder meeting	Travel; One consultant present, one day	\$600
Airport Financial Analysis		\$3,500
Governance Structure Analysis		\$10,000
	Travel; Interviews; Two consultants, three days	\$2,000
Stakeholder Meeting to Present Financial and Governance Analysis	Travel; One consultant present, one day	\$600
Strategic Initiatives and Business Plan		\$10,000
Focus Group Meetings		\$2,500
	Travel; Two consultants present, two days	\$1,600
Regional Perception Survey		\$2,500
Strategic Marketing Plan		\$7,500
Final Strategic Plan		\$10,000
Stakeholder Meeting to Vet Final Strategic Plan		
Presentation of Final Strategic Plan		\$1,500
	Travel; One consultant present, one day	\$600
Total Project Costs	Travel and Project Costs Included	\$53,500



REQUEST FOR PROPOSAL
16-100-MBT

Airport Governance and Sustainability Study

Release Date: December 12, 2016

Due Date: January 31, 2017

For information:

Humboldt County Administrative Office

707-445-7266

cao@co.humboldt.ca.us

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TITLE PAGE AND SCHEDULE

COUNTY OF HUMBOLDT

REQUEST FOR PROPOSAL

REQUEST FOR PROPSAL TITLE	Airport Governance and Sustainability Study
REQUEST FOR PROPOSAL NUMBER	16-100-MBT

Humboldt County is soliciting proposals for: Individuals interested in providing technical expertise and assistance in conducting a study on the county's aviation system

SCHEDULE OF EVENTS

The following RFP schedule of events represents the County's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Pacific Time.

The County reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the schedule of events shall be posted on the County's website.

EVENT	DATE
RELEASE OF REQUEST FOR PROPOSAL	December 12, 2016
DEADLINE FOR SUBMISSION OF QUESTIONS Email: purchasing@co.humboldt.ca.us	January 17, 2017
ANY ADDENDUM WILL BE POSTED TO COUNTY WEBSITE BY 5:00 PM	January 24, 2017
DEADLINE FOR PROPOSALS <u>TO BE RECEIVED</u>	1:30 P.M. Pacific Standard Time January 31, 2017
RFP EVALUATION PROCESS	February 1, 2017 – February 17, 2017
RECOMMENDATION OF AWARD TO COUNTY BOARD OF SUPERVISORS (AGENDA ITEM)	February 28, 2017
CONTRACT FINALIZATION	March 14, 2017
NEW CONTRACT START DATE	March 14, 2017

COVER PAGE

	Request for Proposal (RFP) Cover Page County Administrative Office Management & Budget Team County of Humboldt, Eureka, CA	
COUNTY AGENCY	Management & Budget Team	
RFP NUMBER	16-100-MBT	
RFP TITLE	Airport Governance and Sustainability Study	
PURPOSE	The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for the development of an airport organization and governance study for the County of Humboldt.	
DEADLINE FOR RFP SUBMISSION	DEADLINE FOR PROPOSALS TO BE RECEIVED January 31, 2017 5:00 P.M. Pacific Standard Time LATE, FAXED OR UNSIGNED PROPOSALS WILL BE REJECTED	
SUBMIT RFP TO THIS ADDRESS	HUMBOLDT COUNTY MANAGEMENT & BUDGET TEAM 825 5th Street, Room 112 Eureka, CA 95501	
SPECIAL INSTRUCTIONS	<input type="checkbox"/> Label the lower left corner of your sealed submittal package with the RFP number 16-100-MBT. <input type="checkbox"/> Submit one original with six additional copies of proposal with required forms.	
DIRECT ALL INQUIRES TO	NAME	Sean Quincey
	TITLE	Senior Administrative Analyst
	PHONE #	707/445-7266
	FAX #	707/445-7299
	EMAIL	squincey@co.humboldt.ca.us
COUNTY WEBSITE	WEBSITE	humboldtgov.org/airport
DATE RFP ISSUED: December 12, 2016		

RFP SIGNATURE AFFIDAVIT

HUMBOLDT COUNTY RFP#16-100-MBT	
RFP Signature Affidavit	Submit With RFP
NAME OF FIRM:	
STREET ADDRESS:	
CITY, STATE, ZIP	
CONTACT PERSON:	
PHONE #:	
FAX #:	
EMAIL:	

Government Code Sections 6250 *et seq.*, the "Public Records Act," define a public record as any writing containing information relating to the conduct of public business. The Public Records Act provides that public records shall be disclosed upon written request, and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

In signing this proposal, I certify that this firm has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned is an authorized representative of the above named firm and hereby agrees to all the terms, conditions, and specifications required by the County in this Request for Proposal and declares that the attached proposal and pricing are in conformity therewith.

Signature

Title

Name (type or print)

Date

This firm hereby acknowledges receipt / review of the following addendum(s) (If any)

Addendum # Addendum # Addendum # Addendum #

1.0 DEFINITIONS

- Addendum – An amendment or modification to the Request for Proposal.
- County – County of Humboldt.
- Proposal – An offer submitted in accordance with this RFP to provide a service for a specified sum of money.
- Proposer – Any individual or business responding to this Request for Proposal.
- RFP – Request for Proposal.

2.0 INTRODUCTION

2.1 Statement of Purpose

The County of Humboldt (County) is issuing this Request for Proposal (RFP) to firms or individuals interested in providing technical expertise and assistance in conducting a study on the county's aviation system. The study will identify:

- a. Optimal organizational and governance structures for the airports operated by the County;
- b. Existing and future funding sources for development;
- c. Services available and gaps in current or future service needs and opportunities for growth;
- d. Best management and business practices that may be applied to the County aviation system to maximize operations and economic contribution.

2.2 Background

Humboldt County's ability to diversify into new growth industries will be influenced by its desirability to support and attract new businesses that can efficiently connect with a flattening global economy. Developing and sustaining solid air transportation network that includes increased airline passenger and air cargo service, business/corporate aviation access, aviation-related businesses and services and aviation-dependent industries, will be critical to support this growth. Failure to recognize this need will result in further economic isolation.

Humboldt County currently operates six public-use airports: California Redwood Coast – Humboldt County Airport (ACV), Murray Field Airport, Rohnerville Airport, Dinsmore Airport, Garberville Airport and Kneeland Airport. Management of the airports is through the County Department of Public Works, Aviation Division. Policy decisions regarding airport development are made by the Humboldt County Board of Supervisors and must be in compliance with state and federal regulations. The Aviation Advisory Committee provides advises the Board on aviation matters.

The California Redwood Coast – Humboldt County Airport is described briefly as follows:

California Redwood Coast – Humboldt County Airport (ACV) – ACV’s principle role is to serve as a base of operations for scheduled airline services. In this capacity, the airport is designated as a primary commercial airport in the Federal Aviation Administration’s National Plan of Integrated Airport Systems. ACV also serves as a source of schedule cargo services, a point of air access to the community, a site for emergency access to the community, a place to conduct business and a base for Humboldt County region pilots. The airport has two runways: a 6,000-foot primary runway equipped with pilot controlled lighting and a precision instrument approach, and a 4,499-foot crosswind runway lit by prior permission with a non-precision approach. ACV offers Jet A and 100LL fuel services and Aircraft Rescue Fire Fighting facilities.

The Aviation Enterprise Fund is the fund that operates the Aviation Division. This fund is classified by accounting standards as “business-type activities” and is supposed to stand on its own without the sort of short-term borrowing typical of the county’s governmental funds. However, aviation operating costs have exceeded income for the last eight fiscal years and this fund has borrowed from other funds in order to keep the Aviation Division operating. The growing liability of its current negative fund balance could have the potential to become the responsibility of the county’s General Fund.

3.0 PRELIMINARY SCOPE OF WORK

This section identifies the essential scope elements to be included in the Proposer’s proposal. The response to this RFP will clearly describe the Proposer’s approach in conducting this study which will include a detailed Scope of Services, Itemized Cost Breakdown or Fixed price, and Project Schedule. It is important that each task below is cost or priced separately. The Proposer may submit a proposal for less than the entire scope of work (items 3.1 through 3.6 below) or may team up with other organizations as part of their proposal. If the proposal is for less than the entire scope of work, the Proposer should explain why some items are left out. The County reserves the right to put a team of proposers together so that the entire scope of work will be covered.

3.1: Stakeholder Involvement

The County will establish a stakeholder committee to obtain guidance as the study progresses and to provide an educational overview of airport-specific business practices and limitations. This committee will also identify all relevant stakeholders that should participate in the process and that will be fundamental in the plan’s success after implementation. It is anticipated that there will be between three and five on-site meetings involving the stakeholder committee, one with the Humboldt County Aviation Advisory Committee and the County Board of Supervisors, along with one public information session. The Proposer is expected to attend these meetings.

3.2: Airport Funding and Financial Overview

Identify potential new funding opportunities and the efforts involved in obtaining those funds.

Item includes overview of the following items:

- a. Assessing current finances (deficits and expenditures)
- b. Potential federal and State funding programs
- c. Operations and maintenance needs
- d. Comparative analysis to other similar airports
- e. Future trends

3.3: Develop Strategic Initiatives and Management Practices to Expand Airport Services and Aviation-Related Business Activity

For the ACV airport, identify and evaluate the adequacy of services available to travelers and other users, assessing the growth potential within those service areas. Identify efforts the airport can take to expand the reach of those business services. Explore potential new services and the steps to obtain those services. This item will specifically address:

- a. Opportunities to grow air cargo and steps to maximize air cargo operations
- b. Strategies to increase revenue through passenger-serving enterprises and other income generating activities at ACV
- c. Marketing programs for passengers service via ACV, local use of the airport, aviation-related business development, and non-aviation commercial leases
- d. Investments, programs and policies to increase the use of the airport by general aviation
- e. Growing and attracting airport services such as fixed base operators and aviation-related businesses
- f. Increasing aviation related lease revenue for hangars including expanding the potential for owner-built hangars
- g. Recommendations on how to increase lease revenue for non-aviation commercial property controlled by the Aviation Division
- h. Identification of best management practices and recommended programs, policies, and standards that could increase the economic impact of the aviation system
- i. Assessment of the potential costs and benefits of recommended strategies and discussion of how additional costs should be assessed and measured to ensure overall economic performance improvement
- j. Recommendations on how to update and evaluate airport performance goals on a regular basis

3.4: Marketing and Community Promotion

The purpose of this task is to best identify the optimum marketing techniques to promote the ACV airport and its services. Additionally, this task will identify the target audience for such

promotion and identify the best avenues to market ACV both in the community and to attract tourism. The ideal outcome of this task is that through marketing, passenger use at the ACV will increase over time and the ACV and its services will be more visible throughout the community. Specific areas of concern are listed as follows:

- a. Identify target market
- b. Develop market strategy
- c. Market position
- d. Anticipated demand
- e. Unique selling advantages
- f. Market research
- g. Key customers and clients
- h. Develop marketing budget
- i. Market study
- j. Update website and marketing materials

3.5: Governance Analysis

Research, report and provide recommendations on the organizational and governance structures for the airports operated by the County. Governance structures to study should include but not be limited to:

- a. Airports operated by the department of public works
- b. Airports being governed as a stand-alone County department
- c. Airports governed directly by an airport authority
- d. Airports governed by an airport commission
- e. Other options

3.6: Narrative Report

Based on the analysis associated with items 3.1 through 3.5, prepare a final report that summarizes the existing conditions and identifies gaps that should be addressed, and make specific recommendations for improving the governance and sustainability of the airport system. It is anticipated that the report will be vetted through three iterations: an administrative draft submitted upon completion of the technical work, a draft that is submitted to a larger group of stakeholders beyond the stakeholder committee, and a final version that incorporates comments received. At a minimum, the report will specifically include the following sections:

- a. Purpose and background
- b. Current airport operations and economic impact
- c. Governance Structure:
 1. Detailed descriptions of each of the structures including sample organization charts, operations, staff levels, and decision-making approval processes;
 2. Recommendations for options for future organizational and governance structures for the County of Humboldt airports.

3. Detailed descriptions of the steps needed to implement the structure(s) ;
 4. Detailed description of the estimated cost to implement structure(s);
 5. Detailed descriptions of the pros and cons of implementing the structure(s);
 6. Description of the methodology used to formulate the recommendations, including the criteria used by the Proposer to select comparable airports and governance structures for the study. Please include a clear description of how the organizations and recommendations presented in the final report were selected.
- d. Gap Analysis
1. Strategic recommendations on how to increase the economic impact of the aviation system, including investment estimates for implementation of recommendations

The proposer shall prepare a draft final report and review project findings and proposed recommendations with the County Administrative Officer prior to finalizing the report. The report shall be in writing and include the results of the organizational and Gap analysis and proposed recommendations. Proposer shall finalize 10 copies of the final report and provide it to the County by September 30, 2017, or such later date as designated in writing by the County Administrative Officer. The final report shall also be submitted electronically in a searchable format, such as Word or Adobe Reader.

4.0 SUBMISSION

All proposals shall be signed by an authorized agent and placed in a sealed package clearly marked RFP #16-100-MBT.

One (1) original and six (6) additional copies shall be submitted and received by January 31, 2017, 1:30 P.M. Pacific Daylight Time. Late, faxed, email or unsigned proposals will be rejected.

DELIVER OR MAIL PROPOSALS TO: Humboldt County Administrative Office
 Management & Budget Team
 Humboldt County Courthouse
 825 5th St, Room 112
 Eureka, CA 95501
 RFP# 16-100-RP

4.1 Submission Requirements

- a. All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain the Signature

Affidavit (page 5) which certifies Proposer's intent to adhere to the requirements specified.

- b. The Signature Affidavit page of a responsive proposal must be signed appropriately complete with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.
- c. The County reserves the right to waive, at its discretion, any irregularity, which the County deems reasonably correctable or otherwise not warranting rejection of a proposal.
- d. The County shall not pay any costs incurred or associated in the preparation of any proposal or for participation in the RFP process.
- e. Any Proposer who wishes to make modifications to a proposal already received by the County must withdraw his/her proposal in order to make the modifications. All modifications must be made in ink, properly initialed by Proposer's authorized representative, executed, and submitted in accordance with the terms and conditions of this solicitation. It is the responsibility of the Proposer to ensure that the modified proposal is resubmitted before the deadline of January 31, 2017. Proposals cannot be changed or modified after the date and time designated for receipt.
- f. Proposals must be typed uniformly on letter size (8 ½" X 11") white paper, single sided or double sided, each section clearly titled and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be complete and specific unto themselves. For example, "See Enclosed Manual" will not be considered an acceptable proposal. Receipt of all addenda, if any, must be acknowledged on the bottom of the RFP Signature Affidavit Sheet (page 5).
- g. Proposals must be received by January 31, 2017, 1:30 P.M. (Pacific Daylight Time). Late, faxed, emailed or unsigned proposals will not be accepted. Postmarks will not be accepted in lieu of this requirement. Proposals submitted to any other county office other than the County Administrative Office - Management & Budget Team will be rejected.
- h. The proposal shall be concise and to the point. Costly bindings, color plates, glossy brochures, etc. are not necessary or recommended.

5.0 PUBLIC RECORDS AND TRADE SECRETS

All proposals and materials submitted become the property of the County and are subject to disclosure under the Public Records Act, Government Code Sections 6250 *et seq.*

This Request for Proposal and all responses are considered public information, except for specifically identified trade secrets, which will be handled according to applicable state laws and regulations. Any page of the proposal that is deemed to be a trade secret by the Proposer shall be clearly marked "PROPRIETARY INFORMATION" at the top of the page in at least one-half inch (1/2") size letters. Proprietary information will not be released, if Proposer agrees to

indemnify, defend, and hold harmless the County in any action brought to compel disclosure of such information. The Proposer, by submitting proprietary information, agrees that the County's failure to contact the Proposer prior to the release of such information will not be a basis for liability by County or any County employee.

6.0 EXCEPTIONS TO SPECIFICATION

Proposers taking exception to any part or section of these specifications shall indicate such exceptions in the proposal. Failures to indicate any exceptions shall be interpreted as the Proposer's intent to fully comply with the specifications as written. However, conditional or qualified proposals are subject to rejection in whole or in part.

7.0 EXPENSES INCURRED IN PREPARING THE PROPOSAL

The county accepts no responsibility for any expense incurred by Proposer in the preparation and presentation of a proposal, such expenses to be borne exclusively by the Proposer.

8.0 PROPOSER INVESTIGATIONS

Before submitting a proposal, each Proposer shall make all investigations and examinations necessary to ascertain the full performance of the contract and to verify any representations made by the county that the Proposer will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Proposer from its obligation to comply with every detail of all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the Proposer.

9.0 QUALIFICATIONS OF PROPOSERS

Each Proposer, as part of its proposal, shall submit evidence that it has the necessary facilities, ability and financial resources to furnish the services specified herein in a satisfactory manner. The Proposer shall also submit a written history, with references which will enable the county to be satisfied as to the Proposer's qualifications. Proposer shall list any and all contracts that Proposer failed to complete and the reason therefore. Proposer shall submit written permission for the county to contact any and all references and clients should the county request. Failure to qualify according to the foregoing requirements will justify proposal rejection by the county.

Firms responding shall submit six (6) copies of the information that shall include the items listed below:

9.1 Include company organization structure, company history and background, size of company and recent experience in airport economic output analysis, experience and

familiarity with non-hub and general aviation airports that focus on economic development strategy. Indicate who in the firm performed these related projects and list the locations and owner's representative where the work took place.

9.2 Description of Proposer team including names, classification and qualifications of key personnel and an organization chart showing how the team will work together. Include outside Proposers necessary to complete all the tasks associated with this RFP. Summarize the areas of expertise of key personnel.

9.3 Client references that include current address and phone numbers of people to contact for references. References should be specific to individual team members. References are important to us; again, please make sure that the telephone numbers are current and complete.

9.4 Discuss your approach to completing projects and describe your ability to meet schedules and to complete projects within budget.

9.5 Provide a detailed cost proposal and basic assumptions used in developing those costs.

9.6 Include any other information useful in making this Proposer selection.

9.7 Statement that the required insurance coverage will be obtained by the Proposer.

- a. Endorsements to the general liability policy naming the County of Humboldt, and their employees, officers, agents and volunteers of each as additional insured parties;
- b. The dates of inception and expiration of coverage shall be specified; Minimum liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined, with a general aggregate of at least twice the per occurrence amount.

10.0 PROPOSAL WITHDRAWAL

No proposal can be withdrawn after it is filed unless the Proposer makes a request in writing to the county prior to the time set for the opening of proposals or unless the county fails to accept a proposal within ninety (90) days after the date fixed for opening proposals.

11.0 APPLICABLE LAW

The solicitation and any contract resulting from this solicitation shall be governed in all respects by the laws of the State of California and any litigation with respect thereto shall be brought in the courts of this State in the County of Humboldt. The successful Proposer shall comply with all applicable federal, state, and local laws and regulations.

12.0 EVALUATION CRITERIA

An evaluation team comprised of county staff will review all proposals meeting the criteria of this solicitation. Criteria utilized in assessing the proposals received shall include, but not be limited to the following:

12.1 Completeness

Failure to provide information as required by the RFP will be noted and may result in the rejection of the proposal. However, non-material deviations may be waived if considered in the best interest of the County.

12.2 Contractor Qualifications

The ability of the Proposer to successfully complete the contract as required. Consideration for acceptance will be given to the following factors:

- a. **Experience.** Preference will be given to Proposers with appropriate and adequate experience. 30%
- b. **Organizational Strengths:** Preference will be given to Proposers capable of complying with every aspect of the Scope of Services. 20%
- c. **Ability to manage the proposed program.** Preference will be given to Proposers currently providing similar services. 20%
- d. **Price.** 30%

13.0 SELECTION PROCESS

Following the evaluation of the submitted proposals a recommendation will be made to the County Administrative Office. County staff will notify each Proposer of the acceptance or rejection of their proposal. Selection of Proposer and final contract will be subject to approval by the Board of Supervisors. Conflict resolution shall be handled by county staff upon receiving a written statement from the Proposer about the procurement process. The county reserves the right to award a contract or contracts to Proposer that presents a proposal which, in the sole judgment of the county, serves the best interest of the county. The county reserves the right to reject any and all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer.

14.0 CONFLICT OF INTEREST

Proposer warrants and covenants that no official or employee of the county, nor any business entity in which an official of the county has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor will any such person be employed in the performance of such contract without immediate divulgence of such fact to the county.

15.0 CONTRACT

If a proposal is accepted, the successful Proposer will be required to sign a contract. A sample Services Agreement setting forth the general terms and conditions is attached (Attachment A). Any executed contract will be substantially similar.

16.0 PERIOD OF AWARD

The expected period of award is for one year.

17.0 INSURANCE REQUIREMENTS

The successful Proposer will be required to satisfy the insurance requirements, as set forth in the attached sample contract. The Proposer shall furnish the county with certificates and original endorsements affecting the required insurance coverage prior to execution of a contract by the county. In addition, the county may require additional insurance requirements dependent upon Proposer's proposed services.

18.0 OWNERSHIP AND CONTROL

The successful Proposer will be required to provide information on its ownership and control as provided in 42 Code of Federal Regulations sections 455.101 and 455.104.

19.0 ASSIGNMENT

Any contract resulting from this proposal and any amendments thereto shall not be assignable by the successful Proposer.

20.0 RESERVATION OF RIGHTS

Humboldt County reserves the right to:

- a. Cancel this RFP
- b. Amend this RFP
- c. Extend the deadline for submitting proposals
- d. Waive minor irregularities or failures to conform to the RFP

21.0 NEGOTIATIONS

The county reserves the right to negotiate prior to contract execution with any Proposer. Items that may be negotiable include, but are not limited to, types and scope of services and activities, administration and program structure, and performance criteria. Negotiable items must be consistent with the original proposal submitted, including proposed costs.

22.0 INQUIRY

Direct all questions regarding RFP #16-100-MBT to:

County of Humboldt
Attn: County Administrative Office
825 5th Street
Eureka, CA 95501

All questions must be in written form. All questions and responses will be publicly posted. Questions must be received by **January 17, 2016**. The written questions and written responses will be posted by **January 24, 2016** on the county website.

Responses to questions for RFP# 16-100-MBT

- 1) Is there a page limit for the proposer's statement of qualifications?

Response: No

- 2) Please define what is meant by "company organizational structure" on p.12, Section 9.1.

Response: Usually an organizational chart would suffice. The county is looking for a hierarchy of the organization, and the positions within various departments, particularly the positions and departments that would be working on the project associated with this RFP.

- 3) In Section 12.2, Contractor Qualifications, Subsection A - Experience, does the County have specific scoring criteria for the baseline/financial, business plan and the governance study sections (Sections 3.2 to 3.5) of the project?

Response: No

- 4) Does the County have a DBE requirement for this project? Are there additional points for DBE firms included in a submission?

Response: This is a local contract, so additional points are not mandated in the scoring of this RFP for economically disadvantaged business owners (DBE's).

- 5) Can proposed staff project resumes be included in the submittal with individual photos and representative projects?

Response: Yes

- 6) What documentation does the County have of the operations and maintenance needs of the airports beyond the current five-year ACIP?

Response: The county does not have detail on the amount of deferred maintenance for the airports, however some of the larger needs include several hangars that need maintenance, and the boiler in the ACV terminal needs to be replaced.

- 7) Does the County have adopted economic development plans that should be considered as part of this study?

Response: The county has a Comprehensive Economic Development Strategy (CEDS). The plan is available at the Redwood Coast Prosperity website.

<http://www.redwoodcoastprosperity.com/documents-library>

- 8) Does the County have any airline service studies that should be considered as part of this study?

Response: No

- 9) Has a privatization study been conducted of the County's airport system?

Response: No

- 10) How detailed documentation can the County provide of charges made by County departments to the Airport enterprise account and the tasks for which the charges were made?

Response: The county can provide a high level of detail for internal charges to the Airport enterprise account from other division. Other charges include A-87 allocations.

- 11) The RFP's draft scope of services includes the following task: 3.6.C.3 – Detailed descriptions of the steps needed to implement the [organizational and governance] structure(s). Please clarify whether the level of detail sought would require the involvement of legal counsel.

Response: If the county would need to involve legal counsel in order to implement the proposed organizational and governance structures, that should be included as a step the county needs to take.