

Request for Proposals

Mt. Shasta City-Wide Noise Study
City of Mt. Shasta

City of Mt. Shasta
(530) 926-7517 – jlucchesi@mtshastaca.gov

Key RFP Dates

Issued: January 12, 2021

Statement of Interest Due: January 29, 2021

Proposals Due: February 19, 2021, by 5:00 p.m.

Section 1. Project Overview

The City of Mt. Shasta, Siskiyou County, California is seeking qualified acoustic consultants to develop a city-wide noise analysis as part of a Local Early Action Planning Grant. The noise study would identify noise contours city-wide and develop standards by zone and standards for managing noise in mixed use zoning and the downtown area.

Once the noise study is complete, it will be used to update the Noise Element of the City's General Plan, create an overlay zone where special noise standards would be applied to reduce the overall impact of noise from identified sources, and create a stand alone noise ordinance. The noise standards by zone will be used in the noise ordinance creation and base noise levels for future California Environmental Quality Act (CEQA) documents.

Geographic Context

The City of Mt Shasta is located in Siskiyou County, one of California's northern most counties. The City is approximately 50 miles from the Oregon border at the base of Mount Shasta. Mount Shasta is an active stratovolcano towering over the City at 14,179 ft located within the Shasta-Trinity National Forest just East of City Limits. The Shasta-Trinity National Forest is managed by the National Forest Service (NFS) and surrounds a large portion of the City. The City is considered home to the Headwaters of the Sacramento River in the Upper Sacramento Watershed.

The City is on Interstate 5 (I5) which runs north-south through the City. The City serves as a critical transportation point due to the location along I5 and the connection to California Highway 89 (Hwy 89) on the southern side of the City. Hwy 89 is part of the State's scenic volcanic by-way and connects I5 with north-eastern California counties and cities. Freight transportation is also critical for the area. The Union Pacific (UP) Railroad follows a north-south route through the center of the City and serves as a critical freight line for the western United States.

Project Lead

The Planning Department for the City of Mt. Shasta will be the lead department on the project. Juliana Lucchesi, City Planner will be the specific project manager.

Section 2 RFP Submittal Requirements

Eligibility

This RFP is open to all interested firms. Firms must certify in a cover letter that it meets the following conditions:

1. Is not in litigation that may have a significant and adverse impact on the ability to perform services for the City of Mt. Shasta.
2. Has the resources, expertise, and commitment to complete all components of the project in a timely and competent manner, as outlined in the Scope of Work.
3. City of Mt. Shasta requires that the professional who signs the proposal as the project manager certify that they will be present at all meetings requested by City of Mt. Shasta staff members and will fully participate in the day-to-day management of the contract.

Proposals must be submitted at or before 5:00 P.M. on February 19, 2021. An electronic copy of the proposal in PDF format should be delivered in person on a flash drive or by email to the following address:

City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067

Attn: Juliana Lucchesi, City Planner
jlucchesi@mtshastaca.gov

Email Subject: City-Wide Noise Study Proposal

Proposals received after the date and time specified above will be returned unopened. Statement of interest should be submitted by **January 29, 2021** and should be directed to Juliana Lucchesi at the above email.

The proposal should not exceed 30 total written pages (excluding cover letter, proposal cover, table of contents, and supplemental information, such as firm brochures and resumes). Supplemental information and appendices should be relevant and brief. Proposals shall be organized using the following format:

1. **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team and indicate that the proposal represents a firm binding offer for 90 days.
2. **Key Staff:** Identify a single point of contact (project manager) and all key team members, including relevant experience. Include a statement that key team members will not be removed or reassigned without prior approval of the City. Provide an organization chart of how the key staff is structured within the organization and include all specialty sub-consultants that would be expected to be utilized on the project.
3. **Project Approach & Management:** Describe your approach in developing the city-wide noise contours and noise standards for zones.
 - Detail on how to complete the tasks and timeline for completion

- The personnel assigned to these tasks, with billable rates and total cost per task
 - The number of hours assigned per person per task
 - Total cost of all tasks proposed
4. **Project Schedule:** Please identify project phasing schedules, major project milestones, and key dates in the project schedule. The project period and milestones should coincide the timeline presented in Exhibit A.
 5. **Project Budget:** Please provide a project budget, showing the budget, showing the budget for each task, as outlined in this RFP. Include the level of effort for each staff person and billing rates for each person. Identify loaded hourly rates that include all costs rolled into the rate except travel. Travel should be a separate line item.
 6. **References:** Provide at least three references (names and current phone numbers) from recent relevant work (Previous five years) for the key project manager and designated staff members. Include a brief description of the projects associated with the reference, and the role of the respective team member.

Appendices

Information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Non-Discrimination Certification

By responding to this RFP, proposers represent that they and their subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status.

Examination of Proposal Documents

By submitting a proposal, proposer represents that they have thoroughly examined and become familiar with the work required under this RFP and that the firm is capable of performing quality work to achieve the City-Wide Acoustic Study.

Addenda

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting agreement. The City of Mt. Shasta will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions. **Proposers are responsible for checking the City of Mt. Shasta's website (www.mtshastaca.gov) for any and all written Addenda related to this RFP.** The City of Mt. Shasta will not distribute Addenda to a mailing list of interested proposers.

Clarifications

1. Examination of Documents: All relevant documents pertaining to the Study are found in the appendices of this RFP and/or issued via addenda to City of Mt. Shasta's website.
2. Submitting Questions
 - a. All questions must be in writing and must be received by the City of Mt. Shasta.
 - b. Questions may be submitted to jlucchesi@mtshastaca.gov, 305 N Mt. Shasta Blvd., Mt. Shasta, CA 96067. Mailed questions must be received prior to the date and time listed above.
 - c. Responses: Responses from the City will be provided in writing as best as possible and at least 10 calendar days prior to the RFP date.

Submittal Procedures

Proposals must be submitted at or before 5:00 P.M. on February 19, 2021. An electronic copy of the proposal in PDF format should be emailed or a flash drive delivered by mail to the following address:

City of Mt. Shasta
305 N Mt. Shasta Blvd.
Mt. Shasta, CA 96067
Attn: Juliana Lucchesi, City Planner
jlucchesi@mtshastaca.gov

Proposals received after the date and time specified above will be returned unopened.

The City of Mt. Shasta reserves the right to:

1. Accept, reject any or all submittals, or any item or part thereof;
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;

4. Remedy technical errors in the RFP process;
5. Request additional information from Proposers and investigate the qualifications of all firms under consideration;
6. Confirm any part of the information furnished by a Proposer;
7. Obtain additional evidence of managerial, financial, or other capabilities;
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Proposers;
10. Award a contract to one or more Proposers;
11. Accept other than the lowest-priced Proposal;
12. Solicit best and final offers from all of some of the Proposers;
13. Withdraw this RFP at any time without prior notice and the City of Mt. Shasta makes no representations that any contract will be awarded to any Proposer responding to this RFP;
14. Waive informalities and irregularities in Proposals or the selection process.

Confidentiality of Proposals

To the extent permitted by law, proposals received shall remain confidential until the contract, if any, resulting from this RFP has been finally negotiated executed. Thereafter, all information submitted in response to this request shall be deemed a public record. In the event that the Proposer desires to claim portions of its proposal as exempt disclosure under the California Public Records Act, it is incumbent on the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. City of Mt. Shasta will consider a Proposer's request for exemption from disclosure; however, the City of Mt. Shasta will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored. Firms are advised that the City of Mt. Shasta does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the City of Mt. Shasta, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code § 6250 et seq.) arising out of , concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the City of Mt. Shasta;
3. Negotiating with the City of Mt. Shasta any matter related to this proposal;
or
4. Any other expenses incurred by Proposer prior to date of award, if any of the Agreement.

The City of Mt. Shasta shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Insurance and Agreement Provisions

The Proposer must satisfy the insurance requirements of the City (Exhibit B). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written. Unless otherwise authorized by the City of Mt. Shasta, the selected consultant will be required to execute an agreement with the City of Mt. Shasta for the services requested. If agreement on terms and conditions acceptable to the City of Mt. Shasta cannot be achieved, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the City of Mt. Shasta, the City of Mt. Shasta reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

Lobbying

Any consulting firm submitting a proposal or a party representing a firm shall not influence or attempt to influence any member of the evaluation committee, any member of a city council within the City of Mt. Shasta, or any employee of the City, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

Section 3 Evaluation and Award

An Evaluation Committee will be formed to review all proposals received. The committee will be comprised of City of Mt. Shasta staff and may include outside personnel. The City of Mt. Shasta staff will conduct and initial review of the proposals for general responsiveness and compliance with the requirements of

this RFP. Proposals failing to satisfy the requirements or are inadequately responsive will not be considered.

After the initial responsiveness review, the committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a "proposal score" in the range of 0 to 100 for each proposal. A list of top ranked proposals will be developed based upon the totals of each committee member's score for each proposal.

The Evaluation Committee will review all proposals submitted on time. The committee will evaluate the proposals and select based on the following criteria:

- Qualifications and experience of the key personnel assigned to the project (25 pts.)
- Qualifications and experience of the Firm (25 pts.)
- Experience conducting similar projects, e.g. city-wide acoustic studies (25 pts.)
- Clarity on approach to complete all tasks, including schedule, budget, and scope of work (25 pts.)

During the evaluation period, the City of Mt. Shasta may interview some or all of the proposing firms. Interviews are tentatively scheduled to be held March 1st through the 3rd. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

The City of Mt. Shasta reserves the right to select a consultant based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant following any interviews. The Committee's recommendation will be reviewed by the City Manager before proceeding to the City Council for action.

Selection will be based on a "best value" analysis. The City of Mt. Shasta reserves the right to select the proposal which in its sole judgment best meets the needs of the City of Mt. Shasta.

Award

Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the City of Mt. Shasta to award funds. Funding is subject to final contract approval by the City Council of the City of Mt. Shasta. The City of Mt. Shasta reserves the right to reject any and all

responses without penalty and to act in the best interest of the City of Mt. Shasta. The City of Mt. Shasta will evaluate the proposals received and will submit the proposal considered to be the most competitive to the City, for consideration and selection. The City of Mt. Shasta may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and , thereafter, to award a contract to the Proposer offering the most favorable terms to the City of Mt. Shasta.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by email regarding the firm who will be recommended for award of the contract. Such notification will be made at least seven (7) days before the date the contract is awarded.

Section 4 Protests

Bid protests for contracts awarded for professional services shall be submitted and responded to in accordance with the requirements noted in Exhibit C.

Section 5 Tentative Schedule

The following is a tentative project schedule and milestone requirements for the project. The City of Mt. Shasta reserves the right to adjust the schedule.

Release RFP: January 12, 2021

Statement of Interest Due: January 29, 2021

Proposals Due: February 19, 2021, by 5:00 p.m.

Interview Dates: March 1st through 3rd

Contract Approval: March 8, 2021

Kick-Off Meeting: Tentatively week of March 15th

Exhibit A: Schedule

City-Wide Noise Study			
Task	Beginning Date	Estimated End Date	Responsible Party
Kick-Off Meeting	3/15/2021	3/19/2021	City and Consultant
Existing Plan Review	3/22/2021	4/2/2021	City
City-Wide Noise Study	3/22/2021	11/30/2021	Consultant
Draft Noise Ordinance and Overlay Zone	12/1/2021	2/28/2022	City
Noise Overlay Building Standards	12/1/2021	2/28/2022	City
Update Noise Element of General Plan	3/1/2022	4/30/2022	City
CEQA Review	5/1/2022	7/31/2022	City

CERTIFICATE OF LIABILITY INSURANCE

DATE
7/20/2010

PRODUCER

Business Owner's Insurance Company

THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Business Owner

405 S. Mt. Shasta Blvd.
Mt. Shasta, CA 96067

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Owners & Contractors Prot GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	1CG50274B05			EACH OCCURRENCE \$1000000 FIRE DAMAGE (Any one fire) \$100000 MED EXPENSE (Any one person) \$5000 PERSONAL & ADV INJURY \$1000000 GENERAL AGGREGATE \$2000000 PRODUCTS-COMP/OP AGG \$2000000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1CA50274705			COMBINED SINGLE LIMIT (Ea accident) \$ \$ BODILY INJURY (Per person) \$ \$ BODILY INJURY (Per accident) \$ \$ PROPERTY DAMAGE (Per accident) \$ \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				EACH OCCURRENCE \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				\$ \$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	1CW50274B05			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100000 E.L. DISEASE - EA EMPLOYEE \$100000 E.L. DISEASE - POLICY LIMIT \$100000
	OTHER				*10 Days Notice for Non-Pay

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

RE: ENCROACHMENT PERMIT. CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED, ON A PRIMARY BASIS, PER THE ATTACHED ENDORSEMENT.

CERTIFICATE HOLDER

CITY OF MT. SHASTA
305 NORTH MOUNT SHASTA BLVD.
MT. SHASTA CA 96067

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Sample

Exhibit C: Contract Protest Procedures

All appeals shall be submitted in writing, identifying the action being appealed and specifically stating the basis or grounds of the appeal. Appeals shall be filed within 10 days following the date of determination or action for which an appeal is made, accompanied by a filing fee established by City Council resolution, and submitted to the Deputy City Clerk, Kathryn Joyce, kjoyce@mtshastaca.gov.

Unless otherwise agreed upon by the person filing the appeal and the applicant, appeal hearings should be conducted within 45 days from the date of appeal submittal. Notice of hearing shall be posted in the local newspaper, on the city website, and in front of city hall at least 10 days prior to the appeals hearing.

Each appeal shall be considered a de novo (new) and the appeal authority may reverse, modify or affirm the decision in whole or in part. In taking its action on an appeal, the appeal authority shall state the basis for its action. The appeal authority may modify, delete, or add such conditions as it deems necessary. The appeal authority may also refer the matter back to the original approving authority for further action. The action of the appeal authority is final on the date of decision and may not be further appealed.