

**SANTA BARBARA AIRPORT**  
**REQUEST FOR QUALIFICATIONS**  
**AIR SERVICE DEVELOPMENT CONSULTING SERVICES**

**I. Invitation**

The City of Santa Barbara (City) is requesting Statements of Qualifications from experienced firms providing air service development consulting services. The successful proposer will support the efforts of the City to maintain and expand air service at Santa Barbara Airport (SBA) for a three-year term, with an additional two-year option at the discretion of the City. The strategic plan and budget will be negotiated annually.

Due to the competitive nature of air service development, the successful proposer and its sub-consultants shall be prohibited from providing any directly related services to any airport located within 110 miles of Santa Barbara during the term of the agreement.

In order to be considered for this work, a written Statement of Qualifications (contents specifically outlined below) must be received no later than 5:00 p.m. PST on Monday, August 29, 2016. Proposers must provide on CD or thumb drive volume containing one or more PDF files as required to fulfill the information request in this RFQ. The response may be delivered in person or by postal carrier to:

Hazel Johns  
Santa Barbara Airport  
601 Firestone Road  
Santa Barbara, CA 93117

Alternatively, Proposers may provide an electronic submittal by email at [hjohns@santabarbaraca.gov](mailto:hjohns@santabarbaraca.gov) no later than the appointed date and time.

Questions regarding the requirements of this RFQ may be posed by email to Tom Bullers, Administrative Analyst, at [tbullers@santabarbaraca.gov](mailto:tbullers@santabarbaraca.gov), no later than 5:00 p.m. PST on Monday, August 15, 2016. The Airport will provide all answers to questions to any potential Proposer who notifies the Airport of their interest in receiving the information. The City reserves the right to issue addenda to this RFQ if it is in the best interest of the Airport and such addenda will be provided to any potential Proposer who has indicated an interest in this RFQ. The addenda will also be posted on the Airport's website at [www.flySBA.com](http://www.flySBA.com).

Following a review of all proposals received, a short list of firms submitting proposals will be invited for an oral interview. It is the City's desire to select a consultant and execute a contract by October 31, 2016.

## **II. Santa Barbara Airport**

Santa Barbara Airport is owned and operated by the City of Santa Barbara and has supported the air transportation needs of the region for more than 80 years. The Airport is an integral part of the local economy. SBA is located approximately 10 miles west of downtown Santa Barbara, with convenient highway access from U.S. Highway 101. It is the busiest airport between Los Angeles and San Jose, California. The Federal Aviation Administration (FAA) classifies SBA as a small, non-hub airport. In Calendar Year (CY) 2015, the Airport served approximately 627,000 passengers on three commercial air carriers. The Airport is the 146<sup>th</sup> busiest commercial service airport in the United States, and the thirteenth busiest airport in California.

In August 2011, the Airport opened a new 72,000 square foot airline terminal. This improvement tripled the space available for passengers, airlines, concessionaires, and passenger screening. The result has been smoother and faster transitions through security for passengers, with post-security amenities such as food and beverage, news and gifts, restrooms, computer workstations, free Wi-Fi and a comfortable waiting area for passengers. The terminal has six gates as well as additional ground loading capacity.

Three passenger airlines, United, American, and Alaska, serve SBA and offer 22 peak-season, daily nonstop flights to and from seven major markets: Dallas, Denver, Los Angeles, Phoenix, Portland, San Francisco, and Seattle.

While SBA's primary market area is within the boundaries of Santa Barbara County and its population of 441,000 residents, there are two secondary catchment areas north and south of the Airport which include more than a million residents. The southern region catchment area extends from Santa Barbara County south to encompass Ventura County and the northern catchment area extends northwest to include San Luis Obispo County.

## **III. Scope of Services**

The consultant will support the Airport Department staff in developing and executing an effective commercial service development program to maintain and increase available commercial passenger air service, including:

- Obtain and analyze economic, demographic and transportation industry data in order to support air service marketing efforts. Propose primary research options where secondary data may not exist.
- Evaluate the strength of demand for specific commercial service routes on an ongoing basis and recommend strategic action plans to present a compelling rationale for carriers to capitalize on these opportunities, in competition with other air facilities seeking new air service.

- Complete carrier and market analyses of current and anticipated air carrier capacity and market priorities which could result in favorable or detrimental conditions for air service at SBA. Analyses will include focus on rapidly changing industry conditions such as mergers, acquisitions, significant shifts in market share, carrier operational costs/profit margins, carrier competition, changes, constraints or surpluses in aircraft fleets and other conditions as appropriate.
- Provide analysis and report (catchment area study) of the Santa Barbara (central California coast) market and catchment area, using detailed demographics and historical passenger data to identify target markets with the greatest potential to generate new passenger demand, from a geographic, demographic and behavioral perspective.
- Support Airport efforts to develop a strategic marketing plan to influence and stimulate increased *outbound* travel demand from Santa Barbara. These efforts will complement the work performed by Visit Santa Barbara and local chambers of commerce generating *inbound* travel.
- Provide analyses and reports in easy-to-use formats for Airport staff use in its regular air service development and marketing work.
- Assist Airport staff to schedule and facilitate meetings with appropriate decision-makers with commercial air carriers to present SBA's facts and supporting rationale for new and/or increased air service to/from the Airport.
- Develop detailed, compelling written proposals and presentations for air carriers to be provided and/or presented in one-on-one meetings with air carriers.
- Support the Airport staff efforts to provide information to the community and other stakeholder groups with regard to air service industry trends and the outlook for commercial air service at SBA.
- Preparing additional market analyses and conducting research, as needed, related to airport business and operational issues.

#### **IV. Qualification Submittal Requirements**

Proposers shall provide the information listed under each category below:

1. Qualifications and Experience of the Project Manager and Key Team Members (10 page limit)

Each proposer must identify and provide the following information about its Project Manager and other key team members:

- Sufficient documentation, including a Project Manager resume, to demonstrate a minimum of five years' experience developing and executing air service development programs
- Provide references from at least two airports served by the Project Manager in in the past seven years. Please provide both email and telephone contact information, along with the name, title and type of client relationship. At least one of the Project Manager's client airports must be categorized as a "medium hub" or larger airport by the Federal Aviation Administration. Proposers are not permitted to replace the Project Manager during the selection process.
- Documentation, including resumes, that demonstrates the experience of key team members who are expected to support the program. Include an organizational chart which illustrates the responsibilities and reporting relationships among the Project Manager and team members who will work together to provide the scope of services described in the RFQ.

## 2. Example of an Airline Presentation (24 page limit)

Each proposal must include ONE domestic passenger airline presentation prepared by the Project Manager for an airport client within the last five years. Airline/airport names and any other identifiers may be redacted. The Airport respects the confidentiality of the Proposers' client airports. The presentation must be accompanied by an executive summary that includes the following points:

- A statement of the market conditions, stated objectives and how a strategic plan to pursue these objectives was developed and executed
- Types of research and other analyses used in preparation of the presentation
- The specific role of the Project Manager in the development and execution of the strategic plan and presentations, including role in interactions with decision-makers at targeted commercial air carriers
- The outcome of the strategy toward achieving its objectives

## 3. Airport/Airline Client List

Each proposer must include a list of domestic airport, airline, and/or aviation-related clients with which the proposer, the Project Manager, and/or the key team members are **currently** under contract or have been under contract with during the last three (3) years. This list must include the following information:

- Name of Client
- Contact name, telephone number, and email address
- Name of Project Manager and/or key team members
- Role of Project Manager and key team members

- Brief project description (100 word maximum)
- Actual or anticipated contract start and end dates

#### 4. Approach to Scope of Services

Each proposer must describe in narrative its proposed approach to the scope of services listed above in Section III. This narrative, including any supporting illustrations or graphic depictions, should not exceed five (5) pages. In addition, identify the data sources that are proposed to support development of an air service development strategy plan for SBA.

### **V. Proposal Evaluation and Selection Process and Criteria**

Proposals will be reviewed for documentation of minimum qualifications, completeness, and adherence to the RFQ requirements. The City reserves the sole right to determine the sufficiency of qualifications and experience of all proposers.

#### *Evaluation Criteria*

All eligible, responsive and responsible proposals will be evaluated based on the following criteria. Each criterion listed below also contains sub-criteria that the evaluation panel will consider. These sub-criteria are not individually weighted and are not listed in order of importance.

1. Qualifications and Experience of Project Manager and Key Team Members (0-40 points)
  - Number of years and type of experience providing air service development consulting services
  - Experience:
    - Conducting aviation industry analysis
    - Maintaining domestic and international airline and aviation industry CEO/executive level relationships to support air service development programs
    - Obtaining and analyzing local market demographics, including local business and leisure travel data, to support air service development programs for airport clients
    - Preparing and executing airline presentations (Project Manager only)
    - Presentation skills demonstrated in the proposer interview (Project Manager only)
2. Qualifications and Experience of Proposer (firm) and sub-consultants (0-15 points)

- Number of years and type of experience providing air service development consulting services
- Experience:
  - Conducting aviation industry analysis
  - Maintaining airline and aviation industry CEO/executive level relationships to support air service development programs
  - Managing multiple air service development projects simultaneously
  - Obtaining and analyzing local market demographics, including local business and leisure travel data, to support air service development programs for airport clients
  - Planning and participating in aviation-industry conferences

### 3. Approach to Scope of Services (0-35 points)

- Approach to providing air service development consulting services:
  - Conducting aviation industry analysis
  - Developing SBA market assessment and SBA program recommendations
  - Maintaining airline and aviation industry CEO/executive level relationships
  - Obtaining and analyzing local market demographics, including local business and leisure travel data
- Availability of Project Manager and key team members
- Proposed staffing plan

## **VI. Evaluation Panel**

The Airport Director will appoint an evaluation panel to review the proposals and recommend a proposer to be awarded the agreement resulting from this RFQ.

The evaluation panel will interview the short list of proposers. The evaluation panel will use the evaluation criteria established in this RFQ to identify the proposers most likely to be successful in the evaluation process. The short-listed proposers will then be scheduled for interviews with the evaluation panel. The evaluation panel may consider information from the interviews that clarifies the materials submitted.

The evaluation panel will score the proposals by consensus in accordance with the evaluation criteria. The City intends to maintain the consensus scores for each criterion for each proposer. The City will not maintain individual evaluation panelists' scores for the evaluation criteria.

## **VII. Contract for Consultant Services**

At the conclusion of the selection process, the City will enter into negotiations with the consultant receiving the highest evaluation rating. If such negotiations are not successful, the City will then enter into negotiations with the firm receiving the next highest rating. As part of the consideration for entering into the Service Contract (Attachment 1) with the successful firm, the firm is required to concur with the

indemnification and hold harmless language, and to obtain insurance with an insurer or insurers satisfactory to the City, as set forth in Paragraphs 8 and 9 in the Service Agreement. The City will not negotiate these requirements.

The consultant is also required to obtain a business license from the City of Santa Barbara prior to the execution of the contract with the City for consulting services.

### **VIII. Important Information Regarding Potential Disqualification of Consultants**

Consultants shall not undertake any activities to promote or advertise their qualifications or proposals for the project except in the course of City sponsored presentations. Consultants shall not make any direct or indirect contact with members of the Santa Barbara City Council, any City Board or Commission member, or City Staff concerning their qualifications or proposals for the project. Violation of this condition will be grounds for disqualification of the consultant.

### **IX. RFQ Mailing List**

The initial mailing list for the RFQ is included as Attachment 2. The RFQ will be mailed to anyone requesting a copy and is available on the Airport's website, [www.flysba.com](http://www.flysba.com).

### **X. Deadline for Proposal Submittal, and Interview Schedule**

Proposals shall be submitted **by 5:00 p.m. PST, Monday, August 29, 2016.**

Hazel Johns, Airport Director  
Santa Barbara Airport  
601 Firestone Road  
Santa Barbara, CA 93117  
[hjohns@santabarbaraca.gov](mailto:hjohns@santabarbaraca.gov)

The tentative schedule for the selection process is as follows:

- August 29, 2016                      Response to RFQ due
- August 31, 2016                      Notification of Interviews
- September 14, 2016                  Interview of selected RFQ responders
- September 19, 2016                  Notification of selection results
- October 18, 2016                      Consultant Agreement submitted for City Council consideration

All questions regarding this RFQ shall be directed to Tom Bullers, Administrative Analyst, at [tbullers@SantaBarbaraCa.gov](mailto:tbullers@SantaBarbaraCa.gov).

Attachments:                      1) Sample Professional Services Agreement  
   2) RFQ Mailing List

## **Attachment 1- Sample Professional Services Agreement**

SANTA BARBARA CITY AGREEMENT NO. \_\_\_\_\_

With

**Name of Consultant/Firm for Project Name**

This Contract is entered into on \_\_\_\_\_ by and between:

**The City of Santa Barbara**, a Municipal Corporation, referred to herein as the "City,"

and,

**Name of Consultant/Firm**, a California Corporation, referred to herein as the "**Contractor**,"

WITNESSETH:

**WHEREAS**, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to provide air service development consulting services as described in **more detail in** the attached scope of services (Exhibit A) dated XXXXXXXXXXXXXXXX.

**[Optional paragraph]**

b. The City has been advised and enters into this Contract understanding that Name of Project Manager for Consultant has been designated the project manager for Project Name and that the Project Manager will have direct responsibility for interacting with City staff and delivering Contractor's services to the City under this Contract. Contractor shall not substitute nor otherwise allow any other person to serve in place of the Project Manager without the written consent of the Airport Director, who shall have sole discretion as to whether the proposed substitution is acceptable. Should Contractor substitute or allow any unauthorized person to serve as project manager, Contractor shall have no right to any monies for services provided by that unauthorized person and City shall also have the right to immediately terminate this Contract.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of **\$XXXXXXXX** without the express written approval of City Council of the City of Santa Barbara. The basic contract is for **\$XXXXXXXX** and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed **\$XXXXXXXX**. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Airport Director, Hazel Johns, ("Department Head").

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth in Exhibit A. Contractor shall only be entitled to payment for Extra Services under this Contract if Contractor has obtained authorization required under Section 3 below.

f. Contractor shall submit itemized statements, which shall include a detailing of the number of hours spent on each task and copies of all subcontractors' invoices, to request payment in accordance with the standard billing format issued by the City Department. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of 3 years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees or independent agents during reasonable business hours.

### 3. EXTRA SERVICES OF CONTRACTOR

Prior to performing any services other than those described in Exhibit A ("Extra Services"), Contractor shall submit a written request for Extra Services and obtain the written approval of the Department Head or his/her designee. The request for Extra Services shall at minimum include a description of the services to be performed, the reason why the Extra Services are needed or required, a schedule for completion of the proposed Extra Services, and a not-to-exceed amount for performance of the proposed Extra Services. Each approved Extra Services request shall be billed separately.

### 4. TIME OF BEGINNING AND COMPLETION

Services shall begin upon full execution of this Contract by the City, and delivery of a fully executed copy of the Contract to the Contractor. Contractor shall adhere to schedules and deadlines agreed to by City and Contractor shown in Exhibit A. Contractor's failure to complete the above services within the time specified, due to avoidable delays, may at the City's discretion be considered a material breach of this Contract. Contractor shall review the remaining work and schedule of performance at least monthly and shall confirm that completion may be expected within the schedule approved, or in the alternative, give immediate notice when it shall first appear that the approved schedule will not be sufficient, together with an explanation for any projected delays in the schedule. No extension of time to complete any portion of the services called for in the Contract shall be allowed except upon the express, written approval of the Department Head. Contractor shall request, in writing, a time extension for approval by City, promptly upon the occurrence of any action causing delay in Contractor's prosecution of the services. The nature of the delay, the corrective actions taken and the impacts on the project schedule shall be described in each request for a time extension.

## 5. OWNERSHIP OF DOCUMENTS

All documents, computer programs, plans, renderings, charts, designs, drafts, surveys and other intellectual property which is originally developed by Contractor pursuant to this Contract shall become the property of City upon full and complete compensation to Contractor for services performed herein. Contractor will take such steps as are necessary to perfect or to protect the ownership interest of the City in such property. Contractor may retain copies of said documents for Contractor's file.

## 6. ASSIGNMENT OF CONTRACT

Contractor shall not assign, sublet or transfer any right, privilege or interest in this Contract, or any part thereof, without prior written consent of City. Contractor shall not substitute personnel designated in the proposal of Contractor without the written consent of City.

## 7. OFFICIAL NOTICES

Notices to either party shall be provided by personal delivery or by depositing them in the United States mail, first class postage prepaid, and addressed as identified at the signature page of this Contract. A party may change mailing address for all purposes under this Contract, by written notice.

## 8. DEFENSE, INDEMNITY AND HOLD HARMLESS

Contractor shall, to the extent permitted by law, investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges and expenses (including reasonable attorney fees) and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this Agreement.

## 9. INSURANCE REQUIREMENTS

As part of the consideration of this Agreement, Consultant agrees to purchase and maintain at its sole cost and expense during the life of this agreement insurance coverage against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed

operations with limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

- B. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
- C. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Consultant is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least \$1,000,000 shall cover all Consultant's staff while performing any work incidental to the performance of this agreement.

If the Consultant maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

## OTHER INSURANCE PROVISIONS

Each insurance policy shall contain, or be endorsed to contain, the following five (5) provisions:

### 1) *Additional Insured Status*

The City of Santa Barbara, its officers, employees, and agents, shall be covered as additional insureds on the Commercial General Liability and the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Consultant. Additional Insured coverage shall be provided in the form of an endorsement to the Consultant's insurance (at least as broad as Insurance Services Office Form CG 20 10 11 85). A copy of the endorsement evidencing that the City of Santa Barbara has been added as an additional insured on the policy, must be attached to the certificate of insurance.

### 2) *Subcontractors*

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from subcontractors. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as Insurance Services Office form CG 20 38 04 13.

### 3) *Notice of Cancellation*

A provision that coverage will not be cancelled or subject to reduction without written notice given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990.

### 4) *Primary Coverage*

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

#### 5) *Waiver of Subrogation*

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

#### ACCEPTABILITY OF INSURERS

All insurance coverage shall be placed with insurers that have a current rating from AM Best of no less than A: VII; and are admitted insurance companies in the State of California. All other insurers require prior approval of the City.

#### COVERAGE LIMITS SPECIFICATIONS

Approval of the insurance by City or acceptance of the certificate of insurance by City shall not relieve or decrease the extent to which the Consultant may be held responsible for payment of damages resulting from Consultant's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of City's rights to insurance coverage hereunder.

If, for any reason, Consultant fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from the Consultant resulting from said breach. Alternately, City may purchase such required insurance coverage, and without further notice to Consultant, City may deduct from sums due to Consultant any premium costs advanced by City for such insurance.

#### DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

#### EVIDENCE OF COVERAGE

Consultant must provide evidence that it has secured the required insurance coverage before execution of this agreement. A Certificate of Insurance supplied by the City or the appropriate ACORD and Insurance Services Office forms evidencing the above

shall be completed by Consultant's insurer or its agent and submitted to the City prior to execution of this Agreement by the City.

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

## 10. TERMINATION

This Contract may be terminated with or without cause by either party at any time by giving the other no less than thirty (30) days notice in writing. In the event of such termination, Contractor shall deliver all programs, drawings, surveys, drafts, plans, work in progress and other documents related to the project to the City within five (5) days of the notice of termination. In the event of such termination, Contractor shall be compensated for such services as are performed and work product delivered to the City up to the point of termination.

## 11. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Contract shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Contract.

## 12. CONFLICT OF INTERESTS

Contractor warrants by execution of this Contract that no person or selling agent has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for City under this Contract. Contractor further agrees that during the term of this Contract, Contractor will not obtain, engage in, or undertake any interests, obligations or duty that would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Contract.

## 13. ADMINISTRATION OF EMPLOYMENT

Contractor shall obtain and administer the employment of personnel having the background, training, experience, licenses and registration necessary for the work assigned, including all coordination, the withholding of proper taxes and benefits, the payment of wages, employer's contributions for FICA, and Federal and State unemployment payments, and the review and maintenance of any necessary licenses, certificates, memberships and other qualifications necessary for the services to be provided. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits or privileges that the City provides its employees.

#### 14. BUSINESS TAX CERTIFICATE

Prior to the execution of the Contract, Contractor shall obtain a business tax certificate from the City at Contractor's expense. Contractor shall maintain a business tax certificate as required by the City Finance Director during the term of this Contract.

#### 15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Contract shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Contract.

#### 16. APPLICABLE LAWS, PARTIAL INVALIDITY

This Contract shall be subject to the Santa Barbara City Charter, and the laws, rules, regulations and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Contract is determined to be invalid, illegal or unenforceable for any reason, that provision shall be deleted from this Contract and such deletion shall in no way affect, impair, or invalidate any other provision of this Contract, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

#### 17. NON-DISCRIMINATION ORDINANCE

Contractor shall perform all work pursuant to this Contract in compliance with Section 9.126.020 of the Santa Barbara Municipal Code (a copy of which is attached as Exhibit B), prohibiting unlawful discrimination in employment practices, and shall be bound by the terms of such ordinance.

#### 18. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

a. Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

b. Current Living Wage Certificates on forms supplied by the City shall be completed by Contractor, submitted to City prior to execution of this Contract by City, and attached as Exhibit C. Contractor shall require any and all subcontractors and all tiers of such subcontractors to provide Living Wage Certificates as required by Santa Barbara Municipal Code Chapter 9.128.

#### 19. NONAPPROPRIATIONS OF FUNDS

Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by the City, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then City will notify Contractor of such occurrence and City may terminate or suspend this

Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, City shall have no obligation to make payments with regard to the remainder of the term.

**IN WITNESS WHEREOF, the parties have executed this contract as of the date and year first written above.**

CITY OF SANTA BARBARA  
A Municipal Corporation

**Name of Consultant/Firm**

\_\_\_\_\_  
Hazel Johns  
Airport Director

\_\_\_\_\_  
Signature

ATTEST:

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Sarah Gorman, City Clerk  
Services Manager

\_\_\_\_\_  
Title

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Address

\_\_\_\_\_  
Manager's Name  
Title

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Telephone Number

APPROVED AS TO FORM:  
Ariel Pierre Calonne  
City Attorney

By \_\_\_\_\_

Business Tax Compliance:  
Certificate No. \_\_\_\_\_

By \_\_\_\_\_

Approved as to Insurance:

\_\_\_\_\_  
Mark Howard  
Risk Manager

## EXHIBIT A

### Scope of Services

## EXHIBIT B

### Contractor's Nondiscriminatory Employment Certificate

## **CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE** **Santa Barbara Municipal Code § 9.126.020**

### **A. Certificate Generally**

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

### **B. Contents of Certificate**

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.
3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible".

The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:
  - a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
  - b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
  - c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
  - d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.
8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:
  - a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
  - b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

EXHIBIT C

Contractor's Living Wage Certificate

# CITY OF SANTA BARBARA Living Wage Compliance Statement

July 1, 2016 through June 30, 2017

## TO BE COMPLETED BY ALL CONTRACTORS PROVIDING SERVICES TO THE CITY OF SANTA BARBARA

Official notification to: \_\_\_\_\_

Name of Company

Bid/PO/Contract No.

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City, State & Zip

The service contract that is pending between your company and the City of Santa Barbara is subject to the City of Santa Barbara Living Wage Ordinance, SBMC Chapter 9.128 (hereinafter referred to as "the Ordinance"). Fax the compliance statement to: the City of Santa Barbara Purchasing Division at (805) 897-1977.

**Current living wage rates will apply to all subsequent contracts and contract renewals exercised during the remainder of the current fiscal year ending June 30, 2017.**

The Ordinance requires that employees working for your firm on this contract be notified that the City of Santa Barbara Living Wage Ordinance applies to them. As part of compliance for this contract, you are required to notify affected employees that:

**Effective from July 1, 2016, through June 30, 2017, the current rate for minimum compensation to employees is:**

1. \$17.25 per hour if no qualifying benefits are provided.
2. \$14.78 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
3. \$13.55 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits as shown in Section 2.C below.

(All capitalized terms used herein are used as defined in the Ordinance, SBMC Chapter 9.128)

**Note:** the City may request any or all payrolls records, time cards, and other associated documentation to demonstrate compliance. Any such request will be made to your firm in writing and the records must be provided within fourteen calendar days. The City may also conduct on-site audits to verify compliance. These audits may include, but are not limited to, employee interviews.

**Direct questions regarding this Ordinance to General Services Manager, City of Santa Barbara Finance Department, P.O. Box 1990, Santa Barbara, CA 93102.**

1. THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE:

- Exemption for Handicapped Individuals and Apprentices.** For the purposes of this form, an employee shall not include a “handicapped employee” employed pursuant to a special license issued under Sections 1191 and 1191.5 of the state Labor Code or an “apprentice” or “learner” employed pursuant to a special license issued under Section 1192 of the state Labor Code.
- Exemption for Student Interns.** For the purposes of this form, an employee shall also not include a student intern which shall be defined as a person receiving educational or school credit at a duly licensed and accredited school or educational institution as part of or in connection with his or her employment or service with the City Service Contractor.
- Public Entity.**
- Non-profit exemption.**
- Workers are part of a bona fide collective bargaining agreement.**
- Persons employed are defined as executive or professional as used in the federal Fair Labors Standards Act of 1938 (29 USC Section 201 et. seq.).**
- Including this agreement, the amount awarded by the City to your firm through one or more agreements is less than eighteen thousand & four hundred & seventy-nine dollars (\$18,479) when calculated on a City fiscal year basis (July to June).**
- Services are incidental. Explain:**

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*\* Complete the certification portion on page 3.*

2. THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE:

- A.  Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$17.25 per hour without benefits.
  - \* Complete items #3, #4, & #5 on page 3 and sign the certification portion on page 4.*
- B.  Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$14.78 per hour with benefits the below benefits.
  - i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
  - ii. Basic Medical Insurance Coverage for the Employee at no cost.

*\* Complete items #3, #4, & #5 on page 3 and sign the certification portion on page 4.*

C.  Employees receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage City of Santa Barbara Living Wage requirement of \$13.55 per hour with all of the following benefits:

- i. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
- ii. Basic Medical Insurance Coverage for the Employee at no cost.
- iii. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or family.
- iv. One additional Supplemental Benefit as defined in the Ordinance.
  - Pension or deferred compensation retirement plan.
  - Childcare or dependent care.
  - Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.
  - Other: \_\_\_\_\_

*\* Complete items #3, #4, & #5 on page 3 and sign the certification portion on page 4.*

3. Will any subcontractors perform work on this contract?  **Yes**  **No**

If yes, please indicate company(s) on an additional page.

4. Will you post employee notification form in an area accessible to employees working on City of Santa Barbara contracts?  **Yes**  **No**

5. You may be required to provide certified payroll records, time cards, and other records any time during the contract period to demonstrate compliance. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested?

**Yes**  **No**

**The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.**

6. To qualify for a lower wage tier, you must offer insurance at no cost to your employees and match one of the following plans in terms of co-pays/out-of-pocket expenses.

- Blue Shield HMO:** No deductible, \$150 co-pay for emergency room visits, no charge for preventative care, \$25 co-pay for office visits to Primary Care Physicians/\$35 co-pay to Specialists; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 co-pay for non-formulary
- Kaiser HMO:** No deductible, \$50 co-pay for emergency room visits, no charge for preventative care, \$15 co-pay for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & non-formulary is not covered
- Blue Shield PPO:** Deductibles: \$500/individual \$1,000/family, \$100 co-pay + 20% coinsurance for emergency room visits, no charge for preventative care, \$25 co-pay for office visits; Prescriptions: \$20 co-pay for generics; \$30 co-pay for brand, & \$45 for non-formulary
- Blue Shield Health Reimbursement PPO:** Deductibles: \$2,000/individual \$4,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$10 co-pay for generics; \$20 co-pay for brand, & \$35 for non-formulary
- Blue Shield Health Savings Account PPO:** Deductibles: \$2,500/employee only coverage, \$5,000/family, 20% coinsurance for emergency room visits, no charge for preventative care, 20% coinsurance for office visits; Prescriptions: \$15 co-pay for generics; \$25 co-pay for brand, & \$40 for non-formulary after combined medical/RX plan deductible

The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:

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Contact Name

Phone number

Fax number

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Email Address

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Name and Title (Please print)

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Signature

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Date

You may fax the compliance statement to: City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.

# CITY OF SANTA BARBARA Living Wage Benefits Statement

July 1, 2016 through June 30, 2017

TO BE **COMPLETED WITHIN 45-DAYS** AFTER COMPLETING SERVICES TO  
THE CITY OF SANTA BARBARA UNDER A PURCHASE ORDER OR  
CONTRACT

Official notification to: \_\_\_\_\_

Name of Company

\_\_\_\_\_

Mailing Address

\_\_\_\_\_

City, State & Zip

Bid/PO/Contract Number.: \_\_\_\_\_

RATE PAID:

- \$17.25 per hour if no qualifying benefits are provided.
- \$14.78 per hour if Basic Medical Insurance is provided at no cost to the employee and Compensated Holidays.
- \$13.55 per hour if in addition to the benefits in 2 above an approved Supplemental Employee Benefits are provided such as family medical care, dental, etc.
- Exempt

1. Did the Living Wage requirements cause you to bid higher prices?  Yes  No

2. If yes, how much? \$ \_\_\_\_\_

3. How many employees worked under this PO? \_\_\_\_\_

4. How many were Full Time: \_\_\_\_\_ Part Time: \_\_\_\_\_

5. How many employees benefited from the Living Wage requirements: \_\_\_\_\_

6. What was the aggregate (total) amount the employees benefited: \$ \_\_\_\_\_

7. Comments:

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# CERTIFICATE OF INSURANCE

## Attachment 2- RFQ Mailing List

<p>Mr. Chris Warren Vice President InterVISTAS Consulting Group Airport Square, Suite 550 1200 West 73<sup>rd</sup> Avenue Vancouver, BC V6P 6G5 (604) 717-1800 <a href="mailto:Chris.Warren@intervistas.com">Chris.Warren@intervistas.com</a></p>	<p>Kent Myers President Airplanners LLC Avon, CO (970) 390-7207 <a href="mailto:Kent@Airplanners.net">Kent@Airplanners.net</a></p>
<p>Andrew Platz Group Leader of Aviation Services Mead &amp; Hunt, Inc. 6501 Watts Road Madison, WI 53719 (608) 273-6380 <a href="mailto:andy.platz@meadhunt.com">andy.platz@meadhunt.com</a></p>	<p>Damon Hylton Vice President Seabury APG 1775 Wiehle Avenue, Suite 340 Reston, VA 20190 (703) 748-9890 <a href="mailto:dhylton@seaburyapg.com">dhylton@seaburyapg.com</a></p>
<p>Sonjia Murray Vice President ICF International 9300 Lee Highway Cambridge, MA 22031 (703) 934-3865 <a href="mailto:smurray@sh-e.com">smurray@sh-e.com</a></p>	
<p>Mr. Kevin J. Schorr Vice President Campbell-Hill aviation Group, LLC 700 N. Fairfax St., Suite 300 Alexandria, VA 22314 (703) 229-4304 <a href="mailto:kschorr@av-econ.com">kschorr@av-econ.com</a></p>	
<p>Mr. Kris Nichter Executive Director- Business Affairs Sixel Consulting Group 497 Oakway Road, Suite 220 Eugene, OR 97401 (419) 707-9889 <a href="mailto:kris@sixelconsulting.com">kris@sixelconsulting.com</a></p>	