



Call for proposals
Price quotes for a paper on
the examination and presentation of the influence of nuisances caused by
flights passing above the city of Ramat Hasharon.

a. General:

1. Ramat Hasharon municipality (hereinafter: **The "Municipality"**) announces hereby a call for proposals to locate individuals or entities that have the experience, ability, and specialization to examine and present the impact of nuisances caused by the passage of flights above the city of Ramat Hasharon, as well as present alternative flight routes, combining specialization in the field of aviation and the discipline in the examination and presentation of the impact of passing of flights on environmental quality, quality of life, residences' health and the economic results from it, and supply the services also detailed in paragraphs B and C of this call for proposals.

(Hereinafter: **"Field of Activity"**).

2. Companies with proven experience in the Field of Activity are invited to participate in the call for proposals.

3. **The last date for submitting proposals is Thursday, 12th October 2023, at 12:00 noon.**

4. **The way to submit the proposals:**

The proposals should be submitted by **mail** at Nitzan_p@ramat-hasharon.muni.il to the attention of Nitzan Perel, assistant to the Municipality's Executive Manager.

Telephone: +972-3-548-3807.

b. The purposes of the call for proposals:

The Municipality is acting to return the state that existed in Ramat Hasharon before the outbreak of the coronavirus pandemic. At that time, there was no high-frequency passage of flights over Ramat Hasharon or even none. To the best knowledge of the Municipality, all flights, or at least their majority, took a flight route north of Ramat Hasharon.

The purpose of this call for proposals is to bring an engagement with a person or an entity that can provide a broad and professional opinion regarding the matters discussed above and below and which can be presented and used in the framework of negotiations with



relevant governmental and statutory entities and support in judicial proceedings should the Municipality decide to take such action for this purpose.

It shall be clarified that no conduct of surveys and/or public cooperation vis-a-vis the city's general public of residents.

Under this work, acting only regarding flights above Ramat Hasharon will be possible.

c. The required services:

The elected entity will be required: 1) to analyze the scope of air traffic above Ramat Hasharon compared with the pre-corona period and following it; 2) explain the negative impacts of the flights above Ramat Hasharon in terms of safety, noise, air pollution, and more; 3) point on the decline in life quality due to the flight nuisances; 4) present and explain the procedures and normal practice in the world of civil aviation, with an emphasis on the need to reduce as much as possible the number of persons negatively influenced by the flight nuisances; 5) present test cases from other locations in the world indicating that the aviation authorities and airfields take steps to reduce the negative influence of the flights nuisances on the population; 6) present alternatives for flying aircraft towards their landing at Ben Gurion, not above Ramat Hasharon.

The chosen person or entity will have to submit a comprehensive opinion to include, amongst others, all the stated above as well as the following matters: 1) Comparative research on the advantages and disadvantages between fuel saving or flight time and the reduction of flight noise, and how those subjects are handled in well-administered airports around the world; 2) Analysis of noise models to prove the existence of a "New Noise" and the level of such New Noise, compared with the pre-corona period; 3) Calculation of the impact of flight nuisances on the population and the residents' health; 4) An economic comparison of the health cost of the New Noise compared with the saved cost by reducing flight time; 5) presentation of alternative flight routes, as stated.

The opinion's author will have to appear for deliberations in court to provide evidence, should the Municipality ask him to do so.

**d. Stags and timetables:**

The elected entity will have to submit a report with initial findings within 4 weeks of the engagement agreement's signature ("Stage A") and a full opinion within 8 additional weeks ("Stage B"), a total of 12 weeks. The opinion must be prepared in a legal format permitting its submission to the court and following the instructions by the legal advisor on behalf of the Municipality.

e. Pricing manner:

1. The price proposals will be submitted at a fixed price for each of the above-listed Stages. They will include a right granted to the Municipality to use all the submitted documents and reports, including presentation to the authorities and a submission in a legal proceeding.
2. The price proposal is also asked to include an hourly rate for meetings, preparations, and appearances during legal proceedings for investigations into the opinion.
3. The Municipality will finance such acquisitions if necessary for the work completion to acquire data (such as historical flight data).

f. Providing evidence in court:

Suppose the Municipality and/or an attorney on its behalf ask the offeror to arrive at court in Israel to provide a specialist's evidence for representation. In that case, the Municipality will finance the flight cost to Israel.

g. The framework of the call for proposals:

1. This document does not constitute a tender.
2. The Municipality is not obligated to engage in an agreement with any offeror or entity, and it does not undertake to choose the less expansive proposal (if it determines to select any proposal).
3. The framework of the call for proposals is to locate companies or individuals with the specialization and ability in the field of activity to examine their suitability to execute the work.
4. After receiving and evaluating the proposals, the Municipality will consider the fitness of the offerors for the continuation of the activity.



h. The manner of presenting the proposals:

1. Invited to present candidacy are persons and entities meeting the following preconditions:
 - 1.1. The offeror provided services in the field of activity during the years 2020-2023 to local authorities/incorporations/authorities, ministries, or governmental companies.
 - 1.2. The offeror employs specialists in the fields included in the area of activity.

To prove meeting the preconditions, the offeror must enclose a document that details his experience, clients in the area of activity, the services he provided, and the curriculum vitae of the specialists he employed through a legally confirmed affidavit enclosed in his proposal.
2. The following documents must be submitted accompanied by the offeror's signature **on each page** of the following documents:
 - 2.1. The herein instructions for the Call for Proposals (This document).
 - 2.2. The offeror's response to the preconditions.
 - 2.3. Any clarification document or addition to the issued call for proposals.
 - 2.4. Three samples of an opinion and/or other written documents prepared by the offeror in the area of activity during the period stated in clause 1.1 above.
3. The documents must be submitted by **email** to the address Nitzan_p@ramat-hasharon.muni.il attention Nitzan Perel, Assistant to the Municipality's Executive Officer, stating the name of the call for proposals and the offeror's name.

i. The proposals' examination process:

The proposals will be opened in the presence of the Committee of Three, which will forward them to the professional examination committee appointed by it.

The professional examination committee will calculate points based on the criteria detailed below and according to the maximal scores indicated (30% of points for the financial proposal and 70% for the quality.)

1. First Stage – examination of the offeror's meeting the preconditions as detailed in clause H1.

An offeror who fails to meet one or more preconditions will be disqualified, and his proposals will not be considered in the quality and price components.

2. Second Stage – ranking the proposals.

- 2.1. Quality score (up to 70 points) – Evaluation of the offerors' ability to execute the work following the quality criteria detailed below:

Scoring the offeror:



<p>1) The offeror's experience in the required field – 5 points will be granted for each performed work in the field of activity executed by the offeror during the years 2020-2023 for local authorities/incorporations, Ministries, or governmental companies – maximum 6 works</p>	<p>30 points</p>
<p>2) Offeror's fitness for the work execution from the legal aspect – to be performed based on the submission materials and the interview with the professional team – a total of 20 points. It shall be clarified that failure to appear for the interview by any offeror on the determined date (to one of the two optional dates set by the Municipality with advance notice of up to 3 workdays) <u>will provide the Municipality the right, but not the duty to disqualify the offeror or grant him 0 points in this clause.</u></p>	<p>20 points</p>
<p>3) The offer's fitness for the work requirements and the issues examined in the framework of this work will be performed based on the submitted materials and a professional interview by the professional team – a total of 20 points. It shall be clarified that failure to appear for the interview by any offeror on the determined date (to one of the two optional dates set by the Municipality with advance notice of up to 3 workdays) <u>will provide the Municipality the right, but not the duty to disqualify the offeror or grant him 0 points in this clause.</u></p>	<p>20 Points</p>

2.2. Scoring the financial proposal (up to 30 points) – for the comparison of price proposals will be taken in the calculation of an addition of 30 hours under the hourly fee, meaning:

The price proposal = Stage A price proposal + Stage B price proposal + (30 x hourly fee).

The scoring for the financial proposal will be determined based on the following formula:

Financial proposal Scoring – the lowest proposal will receive the maximum score, and every other proposal will receive a proportional part of the score according to the ratio between the lowest proposal and the examined proposal. For example, If the lowest proposal is in the sum of X and the other concerned proposal is in the sum of 2X, then the lowest proposal will receive 30 points, and the second will receive 15 points.



- 2.3. Calculation of the proposals' ranking – in this stage, the overall proposal score will be calculated, including the cumulative score granted for the quality stage and the score for the financial proposal.
- 2.4. The proposal with the highest **overall score** will be considered the winning proposal. However, the Municipality is entitled not to choose the proposal with the highest score at its sole discretion under the circumstances and for the reasons that will be indicated.
- 2.5. If there are two or more proposals with an identical score, the Municipality will choose the offeror that received the highest quality score from among the qualified offerors. If this score is equal, a draw will be conducted to select the winner between two offerors with the same overall score.
- 2.6. The Municipality will be entitled not to accept any of the price proposals at its sole discretion and without having to give reasons.
- 2.7. In any event, the offerors will not be entitled to any payment and/or compensation and/or financial refund.

j. General terms:

1. By submitting his proposal, the offeror confirms that he has thoroughly read, agrees, and undertakes to meet all the requirements as detailed in the Call for Proposal documents.
2. The winning supplier undertakes that he is solely responsible for all the activities, services, and products in his proposal, including activities and products by his subcontractors.
3. The offeror undertakes that the submission of the proposal or the execution of services does not constitute any business or personal conflict of interests, his or his employees, subcontractors, and third companies involved in the proposal and its execution.
4. The Municipality reserves the right to cancel the Call for Proposals for any reason and its sole discretion.
5. Confidentiality clause
The supplier and his employees undertake to keep total confidentiality of all the information and knowledge, of any kind and type, obtained by them, whether verbally or in writing, whether directly or indirectly, that belongs in any way and form to the Municipality's activities, including as a public authority, business, and employer of workers, and including information regarding techniques and technologies, work methods, finance sources and its terms, work conditions, plans fees, specifications, data, and any other information related to the client and/or its employees and/or residents in its boundaries (hereinafter: "information.") The supplier and his employees also undertake not to disclose the information to others and not permit the



disclosure by others, directly or indirectly, except to fulfill the provisions of this Call for Proposals, during the execution of the contract to be signed as well as after its conclusion, for any reason, without time limitation, and all except information that must be disclosed under the law and/or information that has become the public domain.

The supplier undertakes to sign his employees and subcontractors on his behalf (should there be any), to whom information is disclosed, on an obligation to maintain confidentiality according to the provisions of the Call for Proposals.

General:

- a. This appeal is only to receive a price proposal; it does not constitute a tender/public tender and is not subject to the laws of tenders.
- b. This appeal to receive a price proposal does not constitute any undertaking by the Municipality to accept the lowest price proposal and/or any other submitted proposal, and the decision as to the selection of the winner, if at all, is at the sole discretion of the Municipality.
- c. The Municipality will be entitled not to accept any of the price proposals, and all at its sole discretion.
- d. The offeror whose proposal will be accepted will have to provide a permanent employee on his behalf who will accompany the project in its entirety until the project's completion or as demanded by the Municipality's Executive office.
- e. The offeror whose proposal is accepted will provide for the Municipality's approval the details of the entire team that will be engaged in the project on his behalf and obtain its approval.
- f. The Municipality will be entitled to discontinue the engagement with the offeror at any time at its sole discretion without having to reason its decision. In such case, the offeror will be paid only his fee until the stage the engagement is discontinued.
- g. Every product and/or document and/or material produced by the offeror and for which the Municipality has paid will be the Municipality's property, and the offeror will not have a right to argue for any right and/or copyrights. The Municipality will be entitled to use it for any legal use at its sole discretion.
- h. Fees under this price proposal include all payments to which the Municipality is obligated in this engagement, and the offeror will not be able to demand any additional compensation unless he receives a written confirmation from the Municipality in advance. It shall be clarified that under the tax laws in Israel, the Municipality is the one to bear the VAT payment to the Tax Authorities in Israel for the services received, all following the provisions of Regulation 6d of the VAT regulations.
- i. Meeting the timetables, if defined and/or as defined in the details of the work content included in this appeal, constitutes an integral part of the price proposal, and failure to meet it constitutes a violation of this proposal.



- j. The offeror undertakes to appear for every meeting and/or discussion as the Municipality's executive officer may ask at any time and place where they shall be conducted without any additional payment, including city council meetings, until the project's conclusion.
- k. The offeror undertakes not to forward to another entity any document he receives under the framework of this appeal and the framework of providing the design services in the project without receiving confirmation from the Municipality's executive officer.
- l. The offeror and all those employed by him will sign a form stating the absence of a conflict of interest.
- m. The Municipality will not pay the offeror an additional payment and/or refund of expenses beyond the fees defined in this appeal unless the Municipality's authorized signatory provides advance written consent.

The price proposal

- a. **The price proposal will be as detailed in clause E above.**
- b. **The offeror's attention is drawn to the fact that it is a very urgent project, that immediate availability for the project's benefit is required, and that noticeably short planning and execution times are required.**
- c. The fees will be subject to added legal VAT if charged.
- d. This price proposal is not an obligating document attached as an appendix to the contract signed with the offeror or to a work order.
- e. The offeror shall sign on each of the pages of this appeal with a hand signature and company stamp.
- f. The price proposal will be submitted only on this form, signed and stamped by the offeror without making any corrections and/or reservations.
- g. Any correction/change/reservation can lead to the disqualification of the proposal.
- h. Any proposal not submitted on this form will be disqualified and not considered at all.
- i. Fees will be paid within 45 days after approval by the Municipality's Executive Officer or whoever was authorized by him on the face of the invoice.

Questions and clarification requests regarding this Call for Proposals, including the scope of the project, the range of the required services, and any additional clarification, should be referred to: Nitzan_p@ramat-hasharon.muni.il attention **Nitzan Perel, Assistant to the Municipality's Executive Officer.**

Respectfully,

Eran Schwartz

Executive Officer, Ramat Hasharon Municipality



Offeror's Proposal

Price proposal – VAT not included.

For Stage A

by words

For Stage B

by words

Hourly fee

by words

Offeror's name

Signature, and company stamp

Date

Cellular phone: _____

E-mail: _____