

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
OCTOBER 6, 2015 AGENDA**

Subject:	Type:	Submitted By:
TRANSPORTATION STUDY — INTERLOCAL AGREEMENT	◆ RESOLUTION ORDINANCE RECEIVE/FILE	ANN BIRCH COMMUNITY DEVELOPMENT DIRECTOR

SYNOPSIS

A resolution has been prepared to approve a Transportation Study Interlocal Agreement with the cities of Bellevue, Papillion, Gretna, Springfield, and Sarpy County, Nebraska.

FISCAL IMPACT

\$2,500

RECOMMENDATION

Approval.

BACKGROUND

A resolution has been prepared to approve a Transportation Study Interlocal Agreement between the cities in Sarpy County and the County Board. The purpose of the study is to conduct a needs assessment and feasibility study of transit services in Sarpy County. Currently there is no countywide transit service.

The total cost of the study is estimated to be \$125,000, with grant funding from the Nebraska Department of Roads at 80% of the total project cost, and the local entities contributing 20%, or \$25,000. The local match is proportionate based on population (see agreement); La Vista's share is \$2,500. After approval of the agreement by the cities, the Sarpy County Board will also take action on the agreement and contract with MAPA to conduct the transit study.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA APPROVING A TRANSPORTATION STUDY INTERLOCAL AGREEMENT WITH SARPY COUNTY, NEBRASKA.

WHEREAS, the cities of Bellevue, Papillion, La Vista, Gretna, and Springfield are proposing to enter into a Transportation Study Interlocal Agreement with Sarpy County, Nebraska; and

WHEREAS, if the grant funds from the Nebraska Department of Roads are received for the study, La Vista's share of the local matching funds is \$2,500.

NOW THEREFORE, BE IT RESOLVED, that the Transportation Study Interlocal Agreement with Sarpy County, Nebraska, is hereby approved, and the Mayor and City Clerk be and hereby are, authorized to execute same on behalf of the City with such revisions or amendments thereto that the City Administrator and City Attorney may determine necessary to carry out the intent of the City Council.

PASSED AND APPROVED THIS 6TH DAY OF OCTOBER, 2015.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk

Transportation Study Interlocal Agreement

THIS INTERLOCAL AGREEMENT is entered into by and between the City of Bellevue, Nebraska, a municipal corporation ("Bellevue"), City of Papillion, Nebraska, a municipal corporation ("Papillion"), City of La Vista, Nebraska, a municipal corporation ("La Vista"), City of Gretna, Nebraska, a municipal corporation ("Gretna"), and City of Springfield, Nebraska, a municipal corporation ("Springfield"), (hereinafter collectively called "Cities" or a "City" when used in the singular), and Sarpy County, Nebraska, a body politic and corporate ("Sarpy"). Collectively, Bellevue, Papillion, La Vista, Gretna, Springfield, and Sarpy are hereinafter sometimes referred to as a "Party" or the "Parties".

PRELIMINARY STATEMENT

WHEREAS:

(A) The Parties hereto are authorized by the Interlocal Cooperation Act, Neb. Rev. Stat. § 13-801 et seq. as amended, to enter into cooperative agreements for the mutual benefit of the Parties and to provide services in a manner that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and,

(B) The Metropolitan Area Planning Agency (MAPA) will receive grant funding (estimated to be \$100,000) from the Nebraska Department of Roads (NDOR) in order to conduct a needs assessment and feasibility study of transit services in Sarpy County, Nebraska ("Study"). The Study proposes to provide stakeholders within Sarpy County with quantifiable data regarding transit demand, the type of transit service that would best suit the needs of the residents within Sarpy County, and recommendations for implementation of said transit service. With a total project cost of \$125,000, MAPA can receive grant funds from NDOR and contribute 80% of the total project cost, and the local entities must contribute 20% of the total project cost, estimated to be \$25,000 (the "Local Match"); and,

(C) The Parties hereto agree that it is in the best interests and is mutually advantageous to work with MAPA to conduct the Study. Each Party desires to financially contribute to the required Local Match in order to pay for the Study. This Agreement will outline the contribution amounts and duties of each Party.

NOW, THEREFORE, in consideration of, and based upon the foregoing Preliminary Statement and the mutual promises and agreements set forth below, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

DUTIES OF THE PARTIES:

1. The purpose of this Agreement is to share the cost for the Study with Sarpy as the lead agent. Attached as Exhibit "A" is a request for proposals for the Study, the description of which is incorporated herein by reference.

2. Sarpy will enter into an agreement with MAPA for the Study. The Parties agree to work with MAPA to assist in choosing a consultant for the Study.
3. The Study will be partially financed by MAPA and the Parties of this Agreement with MAPA contributing up to 80% of the total project cost with a maximum of \$100,000 and the Parties herein contributing up to 20% of the total project cost with a maximum of \$25,000. If the proposed Study with the selected consultant causes the Local Match to exceed \$25,000, then, pursuant to the separate agreement with MAPA, Sarpy may require MAPA to have the consultant revise the scope and cost of the Study to keep the Local Match at \$25,000 or less.
4. Each Party shall contribute towards the Local Match of \$25,000 in the proportionate amounts outlined below. If the Study cost decreases the Local Match to less than \$25,000, then each Party's contribution to the Local Match shall be made in the same proportion as listed below.

City/County	Population	% of Total County Population	Amount Paid into \$25,000 Local Match
Sarpy County	68,986	41	\$10,200
City of Bellevue	53,663	32	\$8,000
City of Papillion	21,921	13	\$3,250
City of La Vista	17,562	10	\$2,500
City of Gretna	5,584	3	\$750
City of Springfield	1,615	1	\$250
TOTAL	169,331	100	\$25,000

5. Each City shall pay their proportionate share of the Local Match to Sarpy no later than 30 days following the MAPA Board approval of a contract with the chosen consultant for the Study.
6. Upon receipt of the proportionate share of the Local Match from each City, Sarpy shall transfer the Local Match to MAPA for the Study.

OTHER TERMS:

7. **Term.** This Agreement shall be effective upon October 1, 2015 and shall terminate upon the completion of the Study.
8. **No Administrative Entity.** There shall be no separate legal or administrative entity created to administer this Agreement. Accordingly, no separate budget needs to be established.

9. **Choice of Law.** This Agreement shall be governed in all respects by the laws of the State of Nebraska.
10. **Amendment/Merger/Assignment.** This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter of this Agreement. This Agreement may not be amended, modified, or altered unless by written agreement signed by all Parties to this Agreement. Any attempted assignment without such approval shall be void and shall constitute a breach of contract.
11. **Severability.** In the event any portion of this Agreement may be held invalid or unenforceable for any reason, it is agreed that any invalidity or unenforceability shall not affect the remainder of this Agreement and the remaining provisions shall remain in full force and effect, and any court of competent jurisdiction may so modify any objectionable provision of this Agreement so as to render it valid and enforceable.
12. **Representations.** Each Party hereto represents and warrants to the other that (i) it has all necessary right, power and authority to enter into this Agreement, and (ii) the execution and delivery of this Agreement and the performance and observance of all obligations and conditions to be performed or observed by such Party have been duly authorized by all necessary action on behalf of such Party.
13. **Good Faith.** Every representation, covenant, warranty, or other obligation within this Agreement shall carry with it an obligation of good faith in its performance or enforcement.
14. **New Employee Work Eligibility.** The Parties agree to comply with the residency verification requirements of Neb. Rev. Stat. §4-108 through §4-114. The Parties are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.
15. **Conflict of Interest.** Pursuant to Neb. Rev. Stat. § 23-3113 (Reissue 2007), the Parties hereto declare and affirm that no officer, member, or employee, and no member of their governing bodies, and no other public official of parties who exercises any functions or

responsibilities in the review or approval of the undertaking described in this Agreement or the performing of either Parties' obligations pursuant to this Agreement which affects his or her personal interest, or any partnership, or association in which he or she is directly or indirectly interested; nor shall any employee, nor any member of their governing bodies, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

[The next page is the signature page.]

IN WITNESS WHEREOF, we the Contracting Parties, by our respective duly authorized agents, hereby enter into this Agreement. Executed on the dates indicated with the signatures below.

Executed by Sarpy County this ____ day of _____, 2015.

COUNTY OF SARPY, NEBRASKA

By the Sarpy County Board of Commissioners

Chairman

Approved as to form:

Deputy Sarpy County Attorney

Executed by City of Bellevue this ____ day of _____, 2015.

CITY OF BELLEVUE, NEBRASKA

By _____

Mayor

Approved as to form this ____ day of _____, 2015.

Bellevue City Attorney

Executed by City of Papillion this ____ day of _____, 2015.

CITY OF PAPILLION, NEBRASKA

By _____

Mayor

Approved as to form this _____ day of _____, 2015.

Papillion City Attorney

Executed by City of La Vista this ____ day of _____, 2015.

CITY OF LA VISTA, NEBRASKA

By _____

Mayor

Approved as to form:

LaVista City Attorney

Executed by City of Gretna this ____ day of _____, 2015.

CITY OF GRETNA, NEBRASKA

By _____

Mayor

Approved as to form:

Gretna City Attorney

Executed by City of Springfield this ____ day of _____, 2015.

CITY OF SPRINGFIELD, NEBRASKA

By _____

Mayor

Approved as to form:

Springfield City Attorney

MAPA

Sarpy County Transit Feasibility Study

Request For Proposals (RFP)

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August 10, 2015

Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA)



Responses should be submitted
no later than **3:00 pm (CST)** on
September 11, 2015

1. Introduction

The Omaha-Council Bluffs Metropolitan Area Planning Agency (MAPA) is a voluntary association of local governments in the greater Omaha region. MAPA performs planning and development work to address problems that are regional in scope and cross jurisdictional boundaries. The five-county MAPA region spans Douglas, Sarpy, and Washington Counties in Nebraska and Mills and Pottawattamie Counties in Iowa.

Sarpy County is the fastest growing county in Nebraska, with a current population of 169,331. It is unique in that it has pockets of urban, suburban, and rural areas. Furthermore, it is a prime location, directly south of the City of Omaha and is positioned to grow in the future. PayPal, Oriental Trading Company, and others already have large bases of operations taking advantage of the supreme location.

The objective of this Request for Proposals (RFP) is to select a firm to conduct a needs assessment and feasibility study of transit services in Sarpy County, Nebraska. Currently, there is no countywide transit service. Instead, the City of Omaha's Metro Transit only provides park and route, express route locations within Sarpy County by contract; and the Cities of Bellevue, Papillion, La Vista/Ralston provide special transit service for the elderly and those with disabilities.

Anecdotally we know that people have a difficult time getting to locations within Sarpy County. Recently, a great deal of economic growth has occurred in Sarpy County, but people without vehicles are struggling to get to where they need to go. This study will provide stakeholders with quantifiable data regarding transit demand, the type of transit service that would best suit the needs of County residents, and recommendations for implementation.

2. Scope of Services

Work will be conducted, for this study, as a part of the following tasks:

- Task 1: Project Management and Coordination
- Task 2: Stakeholder Meetings
- Task 3: Public Input
- Task 4: Data Gathering of Current Service and Identification of Existing and Future Transit Demand (Technical Memo #1)
- Task 5: Peer Community Review (Included in Technical Memo #1)
- Task 6: Develop Alternatives and Recommendations for Transit Services (Technical Memo #2)
- Task 7: Preferred Transit Alternative, Budget, and Implementation Plan (Technical Memo #3)
- Task 8: Draft Report
- Task 9: Final Report

Task 1: Project Management and Coordination

Purpose: The purpose of Task 1 is to ensure the project is completed on time and on budget to the satisfaction of MAPA, Sarpy County, and other interested parties.

Deliverable: Project management and coordination will be the focal point of communication between the consultant firm and MAPA/Sarpy County Project Team. The consultant firm will produce a detailed work plan that includes the scope of work, project schedule, and staffing plan, developed in coordination with MAPA. Monthly status reports will be issued to project stakeholders.

This will be developed within 20 days after receiving the Notice to Proceed.

Task 2: Stakeholder Meetings

Purpose: The purpose of Task 2 is for the consultant firm to deliver project presentations to MAPA, project stakeholders, and resource agencies. This entails, at a minimum, the meetings listed below. (Other meetings may be necessary.)

1. Kick off meeting- to detail the project process
2. Technical Memo 1
3. Technical Memo 2
4. Technical Memo 3
5. After the draft report is compiled

The presentations will allow stakeholders to provide direct feedback regarding the study.

Deliverable: Each of the meetings will include a Microsoft PowerPoint presentation and meeting agendas provided to MAPA in an editable, digital format.

Task 3: Public Input

Purpose: The purpose of Task 3 is for the consultant firm to conduct public input phases. Each of the public input phases shall consist of at least two meetings held on the same day in different locations/times within Sarpy County (in an attempt to capture divergent points of view within the county). There will be a minimum of four public input phases, allowing direct public input. These public input phases will include a powerpoint presentation and boards displaying the concepts for the meeting. The public input phases will correspond with the stakeholder meetings, for example, a stakeholder meeting will be held in the morning, a public input meeting in the afternoon, and a second public input meeting in the evening.

The public input phases will be completed as follows:

1. Kick off meeting
2. Technical Memo 1 completed
3. Technical Memo 2 completed
4. Technical Memo 3 completed

This task not only includes in person meetings, but online opportunities as well. At a minimum, a project page should be established either on MAPA's website or on the consultant firm's website.

Deliverable: Each of the meeting phases will include a Microsoft PowerPoint presentation and presentation boards provided to MAPA in an editable, digital format. The meeting information shall be provided to MAPA several days prior to the meetings for MAPA review. The consultant firm will facilitate the meetings, providing easy to understand information to members of the public. Furthermore, the consultant firm will develop and disseminate (after receiving MAPA approval) the media information (including meeting flyer, press release, etc) and provide the information to MAPA to post on MAPA's website and social media.

Task 4: Data Gathering of Current Service and Identification of Existing and Future Transit Demand

Purpose: The purpose of Task 4 is for the consultant firm to compile data regarding the current public and private transportation providers within the service area and to identify existing and future transit demand (including demand response, flex routes, express routes, fixed routes, coordination of existing services, etc.) within the study area.

The current service information will be provided by creating a profile of each transportation provider with information such as level of service, ridership, and operational cost. The identification of existing and future transit demand will be accomplished by employing a series of demand estimation techniques for both the general population and particular market segments (such as the elderly and disabled populations) for the current year (2015) and intervals of five years until 2050.

Deliverable: An inventory of the current services and existing and future transit demand analysis will be presented in Technical Memo #1 (TM 1) in narrative form, with supporting tables and graphics. Graphical information will include ridership trends, performance measures, service areas, and routes; furthermore, the unmet employment, shopping, medical, and recreation trips should be quantified. The analysis will determine the origin and destination patterns within Sarpy County. TM 1 will be written in non-technical language promoting comprehension. Digital versions of TM 1 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 1. These comments must be incorporated before it is folded into the draft report (Task 8).

Task 5: Peer Community Review

Purpose: The purpose of Task 5 is to conduct a peer community review. The consultant firm shall work with the stakeholder group to identify peer communities. The review shall determine how other counties are addressing their transit needs. The review should include the types of service, the governance structure, funding, the community population, number/types of transit providers, riders, along with the community characteristics, i.e. rural, urban, etc.

Deliverable: The peer community review will be included in Technical Memo #1 (TM 1) in narrative form, with supporting tables and graphics. Graphical information will include peer community population, transit providers, ridership, etc. TM 1 will be written in non-technical language promoting comprehension. Digital versions of TM 1 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 1. These comments must be incorporated before it is folded into the draft report (Task 8).

Task 6: Develop Alternatives and Recommendations for Transit Services

Purpose: The purpose of Task 6 is to develop alternatives and recommendations for transit services in Sarpy County. The evaluation should include the various forms of transit demand identified in Task 4. Non-traditional, innovative alternatives may be recommended. This task should also look at the transit corridors identified in the Regional Transit Vision (<http://heartland2050.org/heartland-connection/regional-transit-vision-study/>).

The review of service options and methods should include a cost-benefit analysis and the pros and cons of each method to provide the most cost-effective transit services to fill the gaps to transport residents to civic buildings, major employment areas, and make connections with Metro Transit's routes. It should include estimate service costs for each transit type, documenting how the costs were determined and potential rate structures. Recommendations for the type(s) of transit services to be utilized in Sarpy County should be included in this task.

Deliverable: The evaluated alternatives and recommendations for transit services will be presented in Technical Memo # 2 (TM 2). TM 2 will include an evaluated and prioritized list of recommended transit services, capital projects, and coordination strategies that local transportation providers can participate in to improve the overall transportation within the region, as well as recommendations for new transit services in Sarpy County (if needed based on the analysis). TM 2 will have graphics and narratives. This report will be written in non-technical language promoting comprehension. Digital versions of TM 2 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 2. These comments must be incorporated before it is integrated into the draft report (Task 8).

Task 7: Preferred Transit Alternative, Budget, and Implementation Plan

Purpose: The purpose of Task 7 is to develop the preferred transit alternative, budget, and implementation plan. Technical Memo # 3 (TM 3) shall state which of the recommendations from Task 6 was selected as the preferred transit alternative. The budget shall indicate funding sources and how the funds will be utilized. The implementation plan, will discuss the foundation of the

operations, services, management, capital, scheduling, funding, training, marketing, interagency agreements, contracts, and monitoring that can be implemented over the next 5-10 years. Furthermore, the implementation plan shall include an investigation into legal implementation and governance, as well as the tax/levy possibility.

Deliverable: The preferred transit alternative, budget, and implementation plan will be presented in TM 3, which will have graphics and narratives. This report will be written in non-technical language promoting comprehension. Digital versions of TM 3 will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on TM 3. These comments must be incorporated before it is integrated into the draft report (Task 8).

Task 8: Draft Report

Purpose: The purpose of Task 8 is to develop the draft report. It shall have three components.

- 1) The results of TM 1 (data gathering of current services and identification of existing and future demand and the peer community review),
- 2) The results of TM 2 (alternatives and recommendations for transit services), and
- 3) The results of TM 3 (preferred alternative, budget, and implementation plan)

Deliverable: The draft report will include the results of TM 1, 2, and 3. The draft report will have graphics and narratives. This report will be written in non-technical language promoting comprehension. Digital versions of the draft report will be provided to MAPA with relevant tabular data as Microsoft Excel files.

MAPA and the stakeholders will have the opportunity to comment on the draft document. These comments must be incorporated before the consultant firm moves onto the final report (Task 9).

Task 9: Final Report

Purpose: The purpose of Task 9 is for the consultant firm to deliver the final report to MAPA and stakeholders. It shall incorporate the feedback from MAPA and the stakeholder groups regarding the draft report. It shall contain easy to comprehend graphics and narratives clearly stating the transit demand and feasibility, along with an implementation plan.

Deliverable: The consultant firm will deliver a digital version of the final report in Microsoft Word and a PDF, with relevant tabular data as Microsoft Excel files. The final report will be written in non-technical language promoting comprehension. It shall clearly state the transit demand for 2015 and intervals of five years until 2050, along with the feasibility of implementing transit with a specific implementation plan for the preferred transit alternative.

3. Project Schedule

The anticipated project schedule is listed below.

Activity	Date
RFP released	August 10, 2015
Deadline for written questions	August 21, 2015 at 3:00 pm
Responses to written questions	August 26, 2015
Deadline for submittals	September 11, 2015 at 3:00 pm
Short-listed consultants interviewed	September 14 – October 2, 2015
Consultant selection	October 2 – October 7, 2015
Scope and fee negotiation finalized	October 7 – October 13, 2015
MAPA Board approval	October 29, 2015
Approximate award date	October 29, 2015
Task 1) Consultant developed detailed work plan	20 days after NTP
Task 2) Stakeholder Meetings	1) Kickoff meeting 2) TM 1 meeting 3) TM 2 meeting 4) TM 3 meeting 5) Draft Report
Task 3) Public Input	1) Kickoff meeting- One meeting held in two locations 2) TM 1 meeting- One meeting held in two locations 3) TM 2 meeting- One meeting held in two locations 4) TM 3 meeting- One meeting held in two locations
Task 4) TM 1: Data Gathering of Current Service and Identification of Existing and Future Transit Demand	To be determined
Task 5) TM1: Peer Community Review	
Task 6) TM 2: Develop Alternatives and Recommendations for Transit Services	
Task 7) TM 3: Preferred Transit Alternative, Budget, and Implementation Plan	
Task 8) Draft Report	
Task 9) Final Report	12 months from NTP

4. Selection Methodology

The selection process will follow all applicable FTA guidelines. All proposals received will be reviewed in compliance with the proposal requirements and will be evaluated by the selection committee comprised of MAPA staff and Sarpy County project team. Proposals will be scored based on the 100 point criteria listed below.

Criteria	Points
1. Qualifications, experience, and track record of the firm and principal consulting staff, including reference checks, achievements, and financial stability	30
2. Demonstrated understanding of the project, including a well-defined work plan consistent with project objectives	25
3. Proposed project approach, as follows:	
A. Clear and realistic project strategy	15
B. Technical soundness and ability	15
4. Availability of principal staff and ability of the firm to integrate the study into present workload and complete the study according to the proposed schedule	10
5. Disadvantaged Business Enterprise (DBE)	5
Total Points	100

5. Submission of Proposals

Ten (10) printed copies and one electronic version (PDF preferred) of the proposal must be received in the MAPA offices by 3:00 PM (CST) on **September 11, 2015** (electronic version via CD or USB drive).

Proposals must include proof of insurance and compliance with Title VI of the Civil Rights Act. Late proposals will not be considered.

Please address questions and completed proposals to:

Sarpy County Transit Feasibility Study
Michael Felschow, Program Director
Metropolitan Area Planning Agency
2222 Cuming Street
Omaha, NE 68102
Phone: (402) 444-6866 x 229, Fax: (402) 342-0949
mfelschow@mapacog.org

Questions regarding this Request for Proposals should be submitted in writing by email, fax, or regular U.S. mail, and received by 3:00 pm on **August 21, 2015**. Responses to questions submitted will be posted on the MAPA website at <http://mapacog.org/component/content/article/62-request-for-proposalsqualifications-rfprfq> by no later than **August 26, 2015**

6. Required Items in RFP Response

To simplify the review process and obtain the maximum degree of comparability, the proposal shall include the items listed below and be organized in the following manner.

1. Brief letter of interest and table of contents not to exceed three (3) pages.
2. The body of the proposal, not to exceed fifteen (15) double-sided pages, including the list below. Page limits exclude resumes and other necessary materials included in bullet five (5) and six (6) below.
 - a. Project understanding and approach;
 - b. Staffing plan including an organization chart of any teaming arrangements, identification of key personnel and the Project Manager, and roles and responsibilities of each team member; and
 - c. Statement of qualifications and experience that uniquely qualify the firm to provide the services required for the completion of this project.
3. List of relevant work experience on similar projects, at least one (1) excerpt of a transit feasibility review completed by the firm, not to exceed five (5) pages.

Do not highlight more than five (5) projects and only list projects performed within the last ten (10) years, preferably within the last five (5) years.

4. Proposed project timeline, schedule of completion, and detailed proposed budget listing the hours of effort by task and employee category, not to exceed four (4) pages.
5. A copy of the consultant's and sub-consultant's (if applicable) Drug Free Workplace policy. (This is excluded from the page limits listed above.)
6. Proof of insurance, Statement of Compliance with Title VI of the Civil Rights Act of 1964, Disadvantaged Business Enterprise certification (if applicable), a statement that the responding firm is not on a disbarment list for any reason or purpose, and lastly a statement disclosing any currently known or potential conflicts of interest with MAPA and the Federal Transit Administration (FTA). (This is excluded from the page limits listed above.)

Consultants are encouraged to explain their plan for carrying out the study objectives in concrete terms. Technical expertise and capacity should be clearly demonstrated. Inclusion of certified Disadvantaged Business Enterprise (DBE) firms on the project team are encouraged. Proposals should utilize double-sided paper except for section breaks or other appropriate instances.

7. Financial Terms

Respondents are responsible for submission of accurate, adequate and clear descriptions of the information requested. Omissions, vagueness, or inaccurate descriptions or responses respondent even if all of the requirements in the RFP are met. MAPA may modify these requirements in full or in part and/or seek additional respondents to submit proposals. Respondents may be required to make a presentation of their proposals to the selection team should they be short-listed (this requirement shall be optional and used at the discretion of the selection team).

8. Disadvantaged Business Enterprises (DBE) Policy

The Omaha –Council Bluffs Metropolitan Area Planning Agency (MAPA) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S Department of Transportation (DOT), 49 CFR Part 26. MAPA has received Federal Financial assistance from the Department of Transportation, and as a condition of receiving this assistance, MAPA has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of MAPA to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

1. To ensure nondiscrimination in the award and administration of DOT assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for DOT assisted contracts;

3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The following assurance is to be included on all DOT-assisted contracts:

“The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as the recipient deems appropriate.”

9. General Terms and Conditions

1. **Conflicts of Interest** – The proposer shall disclose any currently known or potential conflicts of interest with MAPA and the Federal Transit Administration (FTA). The proposer must declare that the proposer is not currently, and will not during the performance of any services for MAPA participate in any other work involving a third party with interests currently in conflict or likely to be in conflict with MAPA’s interests without MAPA’s approval.
2. **Amendments to the RFP** – MAPA reserves the right to amend or cancel this RFP by addendum before the final submittal due date. Revisions to the RFP shall be posted on the MAPA website at least three (3) full business days prior to the deadline for submittal of responses.
3. **Non-commitment of MAPA** – This RFP does not commit MAPA to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
4. **Confidentiality** – Before award of the contract, all responses to this RFP will be designated confidential to the extent permitted by the Nebraska Public Records Law (84-712). After award of the contract (or if not awarded, after rejection of all responses) all responses will be regarded as public records and will be subject to review by the public. Any language purporting to render all or portions of the responses confidential will be regarded as non-effective and will be disregarded.
5. **Access to Records and Reports** – The proposer acknowledges the selected consultant firm will give MAPA, FTA, and the Comptroller General of the United States access to any books, documents, papers and records of the consultant firm which directly pertain to the contract for the purposes of making audits, examinations, excerpts, and transcriptions. Related contractual

documents will be maintained for no less than three years after the date of termination or expiration of the contract.

6. **Termination** – MAPA will retain the right to terminate the contract for convenience or default. These clauses will be incorporated into the contract with the selected consultant firm.
7. **Civil Rights** – MAPA is in compliance with Title VI of the Civil Rights Act, as amended, section 303 of the Age Discrimination Act of 1975, as amended, section 202 of the Americans with Disabilities act of 1990, and Federal transit law. Thus, clauses relating to nondiscrimination and equal employment opportunity (race, color, creed, national origin, sex, and disabilities) will be included in the contract with the selected consultant firm.