

METROPOLITAN TRANSIT AUTHORITY OF BLACK HAWK COUNTY
1515 BLACK HAWK ST., WATERLOO, IOWA 50702
PHONE (319) 234-5714
FAX (319) 234-6809

MEMORANDUM

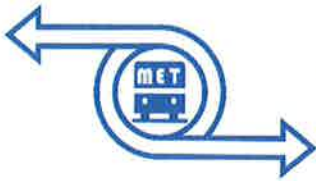
Date: November 18, 2022
To: Vender List
From: David Sturch
General Manager
Re: Invitation for Bid M1122

Please find attached documents (IFB M1122) pertaining to an Invitation for Bid for the planning and preparation of a Transit Study for MET Transit. Please note the following dates and times:

November 18, 2022:	Mail out the Requests for Proposals to Vendors
December 30, 2022 3:00 pm:	Proposals due at the MET Office
January 26, 2023:	Anticipated MET Board approval.

All questions regarding this IFB shall be submitted by email to d.sturch@mettransit.org.

Thank You



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November 18, 2022

Invitation for Bids (IFB)
**M1122 – Comprehensive Transit Study for the Metropolitan
Transit Authority of Black Hawk County**

The Metropolitan Transit Authority of Black Hawk County (MET) hereby requests qualifications from transit consultants to prepare a comprehensive transit study on MET Transit services within the Waterloo/Cedar Falls, Iowa urban area.

All IFB proposals shall be furnished in an exterior sealed envelope sent to:

MET Transit
1515 Black Hawk Street
Waterloo, Iowa, 50702

The IFB proposal will be sealed in an inner envelope clearly marked on the front: "M1122 – Comprehensive Transit Study for the Metropolitan Transit Authority of Black Hawk County."

IFB proposals **are due no later than 3:00pm on Friday, December 30, 2022 at MET Transit.** Faxed and email IFBs will not be accepted. Proposers shall submit six (6) copies and 1 electronic flash drive. The selected bidder must be registered in SAM.gov and must remain in good standing.

MET Transit is not responsible for any delays of delivery employed by the proposer. MET will not reimburse any consultant for its IFB preparation costs. MET will not open any IFB proposals received after the date and time stated above.

All questions and clarifications regarding this Invitation for Bids will be accepted until Wednesday, December 28, 2022, noon by e-mailing the following MET representative:

David Sturch
General Manager
MET Transit
d.sturch@mettransit.org

All consultants expressing an interest in this IFB shall submit an email to the above address. This will allow MET to create an email list of consultants in order to distribute a response to all the questions and clarifications that are received regarding this IFB.

A. MET Transit Background

The Metropolitan Transit Authority of Black Hawk County (MET) is organized under a 28-E agreement between the City of Waterloo and the City of Cedar Falls. Each city appoints members to the MET Board of Trustees, nine from Waterloo and four from Cedar Falls. Each city provides funding to MET from a "Transit Levy". In addition to local funds, MET applies Federal and State grants, passenger fares and other revenues to operate the transit system. Our mission is to provide the highest level of service possible and to assure that transit plays an important role in contributing to the overall quality of life in the metro area.

MET operates 40 vehicles in the metropolitan area for both Fixed Route and Paratransit. All MET Transit fixed route and paratransit buses are lift/ramp-equipped. There are seven (7) routes in Waterloo, two (2) routes in Waterloo and Cedar Falls and one (1) route in Cedar Falls. All routes arrive and depart at MET Central Transfer located at the corner of Sycamore Street and E. Park Avenue. The University of Northern Iowa Multimodal Transportation Center (1215 W. 23rd Street, Cedar Falls) was constructed in the early 2010s, providing the metro area with a second indoor transfer facility for routes 6, 7, and 9. The UNI Department of Public Safety oversees operation of this facility. MET Transit does not have designated bus stops. The bus may stop at any intersection on a route.

MET currently employs 46 full time and 6 part time employees. Of these, 35 are drivers, 8 are maintenance employees, 4 are dispatcher/schedulers, 1 administrative assistant and 4 in management. In FY20, MET provided approximately 310,000 rides which saw a significant decline since the beginning of the COVID-19 pandemic. We are hopeful that our ridership will return to normal levels (450,000) in 2 to 3 years.

MET Transit's fixed route and paratransit hours of operation are 5:45 a.m. to 6:15 p.m. from Monday to Friday, and 7:15 a.m. to 6:15 p.m. on Saturday. There is no service on Sunday. Regular fixed route fares have remained the same for over a decade. Regular fares for adults are \$1.50 per ride, while fares for seniors, disabled, Medicare card holders, and students are \$0.75; the cost of a 30-day pass is \$50 and \$45 respectively. Riders can also purchase 11 ride tickets at once for the price of 10 tickets.

The overall fixed route network has not been comprehensively updated for over two decades. In 2017, MET Transit purchased a three-year license from Remix which allows users to develop and analyze alternative routes to determine how to maximize use of available funds. MET Transit worked with the Iowa Northland Regional Council of Governments (INRCOG), which serves as the Metropolitan Planning Organization (MPO) for the Waterloo/Cedar Falls metro area, to identify efficiencies in service and develop schedules/routes that are faster, more reliable, and easier to understand without increasing the overall cost of the services. MET Transit identified eight (8) restructured routes (1, 2, 3, 4, 5, 8, 10, and 12) which will operate as lines rather than loops. MET Transit plans to launch the restructured routes by winter of 2023. Routes 6, 7, and 9 will stay the same at this time.

B. Project Description

This transit study will include the following elements:

1. Community Input

- Gather fundamental stakeholders to serve on a Technical Committee and work with the selected consultant. At least six (6) meetings with the Technical Committee will be held.
- Devise and conduct a public outreach and input process to identify current and future transportation needs and opportunities in the community.

The public outreach and input process should address, at a minimum, the following questions:

- Who currently uses the transit system, and does it meet their needs?
- What keeps people from using transit?
- Does the operating schedule meet the needs of riders and potential riders?
- Would more people use the system if hours/days of operations were expanded?
- Does the fare amount affect decisions to use the system? Would people use transit if it was fare free?

2. Research

- Collect data and perform a comprehensive analysis of current ridership, fares, routes, stops, service/employment areas, and major ridership generators (existing and potential).
- Collect input across stakeholders, including residents, riders, businesses, human service agencies, healthcare organizations, and others – to guide improvement efforts to the transit system.
- Analyze the feasibility of a fare-free transit system. Survey other transit agencies of similar size and in the upper Midwest of their fare structure and if they offer free fares. Study the projected financial and ridership impacts to the fixed route and paratransit systems if converted to fare free.
- Evaluate MET Transit's services and hours of operation.
- Evaluate ridership data and the demographics of riders.
- Identify unique funding sources and partnerships to improve and/or expand transit services.
- Evaluate current service technology including fare collections systems, MET Transit website, real-time map, and marketing communications.

3. Route Restructuring Evaluation

- Evaluate the route restructuring plan within 6 months of its inception to determine if any changes are needed.
- Identify location and costs for new bus stops and amenities suitable for each location.

4. Fleet and Facility Transition Plan

- Document the current state of zero emission vehicle technologies in the marketplace and the expected technology advances in the next 5-10 years.
- Provide a discussion on the advantages and disadvantages of zero-emission vehicle types, especially in a four-season Iowa climate.
- Analyze the feasibility of transitioning MET Transit and supporting infrastructure to zero emission technologies.
- Determine a long-term fleet management plan for how MET Transit intends to phase in the plan for zero emission fleet vehicles, facilities and supporting infrastructure.
- Evaluate existing facilities and their relationship to the technology transition including solar generation, electric demand, distribution, hydrogen fuel cell infrastructure, charging/fueling logistics and option. A facility conceptual plan and cost estimates shall be included.
- Explore partnerships with local jurisdictions and utility companies.
- Summarize any federal, state and local policy/statutes requirements for the adoption of a zero-emissions plan.
- Identify training needs and skills to operate and maintain zero emission vehicles and facilities.
- Create a zero-emission transition plan including a target with timeline for MET Transit to convert all its current operations to Low-No or zero emission technologies for facilities and vehicles.

C. Deliverables

The consultant is expected to utilize their experience and expertise to identify the solution and needs outlined above and consider solutions to help address current and future transportation challenges. The Consultant will be required to submit relevant deliverables during the study, including the following:

1. A monthly progress report, due within ten working days of the end of each calendar month. Progress reports should include a narrative description of work underway and completed, problems encountered, documentation of adherence to the project timeline including percentage of each task completed, and other deliverables developed for the month.
2. A draft final report upon completion of all project tasks. The Technical Committee will review the draft and submit questions, comments, and necessary modifications to the Consultant.
3. A final report including an executive summary of the study. The Consultant shall provide a minimum of six (6) printed copies and one electronic format copy to MET Transit. The Consultant shall present the final report and executive summary to the MET Transit Board of Trustees.

D. IFB Proposal Requirements:

1. The Proposal will address the cost of the services and a timeline to complete the study.
2. The Proposal will outline the qualifications and experience of the offeror and its principals.
3. The Proposal will certify that the services rendered will be provided by a firm or individual licensed and/or approved to provide services.
4. The Proposal will explicitly state the qualifications and experience of the individuals who will be primarily responsible for the MET account.
5. The Proposal will specify rates for the levels of service listed.
6. The Proposal will contain the signed and dated certification included with this IFB in Attachment A.
7. Proposal submittals shall include one original and four (4) copies and 1 electronic flash drive, all of which shall be contained within the sealed envelope and clearly labeled "**M1122 Transit Study**"

E. Evaluation Criteria:

The IFB Proposal will be evaluated by a consultant selection team on the following criteria listed below:

- The firm's qualifications and expertise in transit studies of this nature
- Qualifications and expertise of key personnel working on this study
- Success on past similar studies
- Project understanding and approach
- Project team and expertise
- References

Proposals must also comply with all requirements of Attachment A of this IFB and provide response to any and all required information, as requested by this IFB.

F. Award:

If interviews are necessary, they will be scheduled immediately following the evaluation of all proposals received. In the event that one Proposer was in the competitive range, an award will be based on the outcome of negotiations.

However, in all events, MET Transit reserves the right to:

- Award the described services to one Proposer
- Split the award among two or more Proposers
- Reject all Proposals
- Terminate or cancel the RFQ process at any time
- Award a portion of the described equipment and services
- Award a contract on the basis of initial proposals
- Declare that only one proposal is in the competitive range and proceed to negotiations

A Consultant Services Agreement will be negotiated with the selected Consultant, including provisions on the scope of work, deliverables, project schedule, fee schedule and project team. Attachment A contains MET's general terms that will be required as part of the contract.

G. Proposals and Questions Should be Addressed To:

David Sturch
General Manager
Metropolitan Transit Authority of Black Hawk County
1515 Black Hawk Street
Waterloo, Iowa 50702
d.sturch@mettransit.org

ATTACHMENT A

Consultant Qualifications

1. Responsibility

It is the consultant's responsibility to give all notices and render all services and to ensure that all work and materials conform to industry standards, and applicable local, state, and federal codes and regulations. All equipment, material, and articles furnished under this agreement shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this agreement.

2. Warranty of Title

The consultant warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to indemnify and hold harmless MET from and against all claims by workers and material men.

3. Warranty of Construction

In addition to any other warranties in this agreement, the consultant warrants that work performed under this agreement conforms to the agreement requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or suppliers at any tier. This warranty shall continue for a period of three years (unless otherwise indicated) from the date of final acceptance of the work.

4. Certificate of Insurance.

Prior to receiving an award, the successful vendor shall furnish MET with proof of the following:

A. As a part of the agreement requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this agreement, the insurance specified below with a carrier satisfactory to MET.

1. Workmen's Compensation Insurance under the laws of the State of Iowa and Employer's Liability Insurance with limits of not less than \$500,000 each accident, covering all Contractor's employees engaged in any work hereunder.

2. Comprehensive Liability - Up to one million dollars (\$1,000,000) single limit per occurrence including:

a. Bodily Injury Liability - All sums which the company shall become legally obligated to pay as damages because at any time resulting therefrom, sustained by any person other than its employees and caused by occurrence.

- b. Property Damage Liability - All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.
 - c. Contractual Liability, premises and operations, independent contractors and product liability.
- 3. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury or death, and \$100,000 as to property damage.
- B. Forty-five (45) days written notice of cancellation or material change of any policies is required.
- C. Before any work is done hereunder, the Certificate of Insurance and/or copies of the insurance policies, referencing the agreement number stated herein, shall be filed with MET.

5. Hold Harmless

The successful proposer agrees that it shall indemnify and hold harmless the MET from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused by acts or omissions of the successful proposer, its employees and invites on or about the premises and which arise out of the successful proposers' performance or failure to perform as specified in the agreement.

6. Non-Performance

In the event the proposer does not fulfill its obligations under the terms and conditions of the agreement, MET may purchase equivalent services on the open market.

7. Force Majeure

Neither the proposer nor the MET shall be held liable for non-performance under the terms and conditions to the agreement due, but not limited to government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other of any situation that may prevent performance under the terms and conditions of the agreement.

8. Exceptions

Proposers may elect to take minor exception to the terms and conditions of this proposal. MET shall evaluate each exception according to the intent of the terms and conditions contained herein, but MET must reject exceptions that do not conform to State law and/or create inequality in the treatment of proposers. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the bid.

9. Iowa Law

The parties agree that Iowa law shall apply to this contract, and that they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.

10. Disadvantaged Business Enterprises

Proposers who are certified Disadvantaged Business Enterprises should clearly indicate this in their Proposals. Proposers who believe they may be eligible to be certified as Disadvantaged Business Enterprises should contact MET concerning certification procedures.

Policy Statement:

The Metropolitan Transit Authority of Black Hawk County (hereinafter "The Authority") has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Authority has received Federal financial assistance from DOT, and as a condition of receiving this assistance, the Authority has signed as assurance that it will comply with 49 CFR Part 26. It is the policy of the Authority 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; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.

The Administrative Assistant of the Authority has been delegated as the DBE Liaison Officer. In that capacity, he/she is responsible for the implementing all aspects of the DBE Program. Implementation of the DBE Program is accorded the same priority as compliance with all other legal obligations incurred by the Authority in its financial assistance agreements with the DOT and the Department of Transportation.

Federal Financial Assistance Agreement Assurance

The Authority has signed the following assurance, applicable to all DOT-assisted contracts and their administration:

The Metropolitan Transit Authority of Black Hawk County shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-

assisted contract or in the administration of its DBE Program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by DOT is incorporated by reference in this agreement. Implementation of the Program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to The Metropolitan Transit Authority of Black Hawk County of its failure to carry out its approved Program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

DBE Program Definitions:

1. Disadvantaged business "means a small business concern":
 - a. Which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; *and*
 - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
or
 - c. Which is at least 51 percent owned by one or more women individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more women individuals; *and*
 - d. Whose management and daily business operations are controlled by one or more women individuals who own it.

2. "Small business concern" means a small business as defined by Section 3 of the Small Business Act and Appendix B - (Section 106(c)) Determinations of Business Size.

3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and States (or lawfully admitted permanent residents) and who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or women, and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.
 - a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa;
 - b. "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - c. "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

- d. "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of Pacific, and the Northern Marianas;
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh.

CONSULTANT PROPOSAL AND CERTIFICATION

On behalf of the consultant identified in this submittal, I/we certify and comply with the Consultant Qualifications listed in Attachment A of this proposal. I/we further attest that the following Proposal and Attachments thereto represents our best and final proposal for completing the project as identified in this Proposal.

TOTAL TRANSIT STUDY COST: \$ _____

Consultant Contact Information:

Consultant Company Name: _____

Consultant's Project Manager: _____

Consultant Address: _____

Consultant City/State: _____

Consultant Phone Number: _____

Consultant Email Address: _____