

**REQUEST FOR PROPOSAL**  
**Mankato/North Mankato Area Planning Organization (MAPO)**  
**Planning Process for a Regional Transportation Coordinating**  
**Council (RTCC)**

Issued By: Mankato/North Mankato Area Planning Organization  
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*Late proposals will not be accepted*

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**Contents**

Introduction ..... 1

Background and Study Purpose..... 1

What is an RTCC? ..... 3

Project Timeline ..... 3

Scope of Work and Deliverables ..... 3

Task I: Initiate Study ..... 4

Task II: Project Management ..... 7

Task III: Develop RTCC Work Plan ..... 8

Task IV: Develop RTCC Organizational Structure, Governance, & Administration ..... 9

Task V: Public and Stakeholder Engagement ..... 11

In-Person Engagement..... 12

Task VI: Operational Implementation Plan..... 14

Proposal Submittal..... 15

Proposal Evaluation ..... 15

Request for Clarification ..... 16

Proposal Questions ..... 16

Proposal Protest Procedure..... 17

Termination ..... 17

MAPO Not Obligated to Complete Project..... 17

Disposition of Responses..... 17

Appendix A: Map of MAPO Planning Boundary ..... 19

Appendix B: Required Affidavits and Certifications ..... 20

Appendix C: MAPO TAC & Policy Board Membership..... 34

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## Introduction

The Mankato/North Mankato Area Planning Organization (MAPO) serves as the federally designated Metropolitan Planning Organization (MPO) for the Greater Mankato region. MAPO is a partnership of the cities of Mankato, North Mankato, Eagle Lake, and Skyline, the counties of Blue Earth and Nicollet, and the townships of Belgrade, Le Ray, Lime, Mankato, and South Bend. As an MPO, MAPO produces a wide variety of transportation plans, reports, studies, and programming. MAPO hereby solicits proposals from qualified firms (Consultants) for planning for a Regional Transportation Coordinating Council (RTCC) that services the region and is compliant with all applicable local, state, and federal requirements.

Interested firms can obtain a full copy of the RFP by downloading it from [www.mnmapo.org](http://www.mnmapo.org), by emailing [candrosky@mankatomn.gov](mailto:candrosky@mankatomn.gov), or by calling (507) 387-8389.

## Background and Study Purpose

The need for a Regional Coordination Program to better coordinate peer organization and facilitate improved information sharing has long been evident to stakeholders in the south-central Minnesota region, and was identified as a priority in the [2017 Region Nine Local Human Services Public Transit Coordination Plan](#). To address these concerns, MAPO is facilitating a planning process to lead to the development of a Regional Transportation Coordinating Council (RTCC) that serves the region and applicable adjacent counties. Given the limited available funding for non-urban transit and transit that serves those most in need, –older adults, individuals with disabilities, individuals with low income, and veterans – it is now more important than ever to maximize the efficiency and efficacy of available transit services. Providing and improving services to these “transportation disadvantaged” populations is a primary objective.

MAPO has received up to \$75,000 to fund planning efforts from the State of Minnesota and its Department of Transportation (MnDOT), which is anticipated to fund all Study costs. Through its RTCC program, MnDOT has made available funding and technical support for the development of a statewide network of RTCCs throughout Greater Minnesota.

There are many public, private, and nonprofit organizations that provide rides, but they may employ differing criteria to qualify for service, may cover differing geographies or times of day within different or overlapping service areas, be limited by jurisdictional boundaries, or they may be unaware of opportunities for service. Similarly, members of the public that require transit services may be unaware of who can provide service to them or how to reach their desired destination if doing so requires the use of more than one service provider. A body dedicated to the coordination of available services and interfacing with the public regarding those services will help overcome these obstacles.

The selected Consultant shall facilitate a cooperative planning process to develop the foundation of a regional transportation coordinating body that shall function to improve stakeholder coordination and collaboration, increase efficiency, identify and fill service gaps, and provide a one-stop information shop for transit users.

The project shall entail a strong planning effort that will involve transit service providers and current and potential transit users. The process shall include a wide-reaching public survey and public input meetings to help ensure the needs of the travelling public are met.

Funding for this effort has been granted to MAPO by MnDOT, which already provides full or partial funding for a variety of transportation services for citizens. These services come in many different forms and are administered by a broad range of organizations across the State. A partial list of transportation service providers in south-central Minnesota is below:

- **TRUE Transit**, administered by VINE, provides rural route deviation and demand response service within Nicollet, Le Sueur, and Blue Earth counties.
- **Minnesota River Valley Transit** provides demand response service from the cities of St. Peter to Le Sueur.
- **Southern Minnesota Area Rural Transit (SMART)** provides route deviation and demand response service to Waseca, Freeborn, Mower, and Steele counties.
- **The Mankato Transit System** provides fixed route service within Blue Earth and Nicollet counties, including **Mankato Mobility Bus**, which operates a complimentary paratransit service for qualified residents.
- **Brown County Heartland Express** provides demand response service within Brown County.
- **Prairie Lakes Transit** provides route deviation and demand response service within Martin and Faribault counties.
- **Land to Air Express** provides fixed intercity service between cities in south-central Minnesota, as well as to Minneapolis/St. Paul.
- **Landline** provides fixed service between Mankato and Minneapolis/St. Paul.

A number of providers specialize in non-emergency medical transportation (NEMT) and workforce transportation. Typically, these services are reserved for the seniors or people with disabilities including military veterans. These providers include, among others:

- **Americare Mobility Van** provides NEMT within south-central Minnesota.
- **Managed Resource Connections, Inc. (MRCI) WorkSource** provides transportation service to individuals with disabilities to employment within Blue Earth, Nicollet, Le Sueur, and Waseca counties.
- **Aging Services for Communities** provides NEMT and non-NEMT transportation to seniors within Le Sueur County.
- **County Veterans Services** provide transportation to veterans.
- **South Central Workforce Council** provides regional transportation service to youth and adults to employment and education centers.
- **Lifeworks** provides regional transportation service to persons with disabilities to employment.
- **Non-profits and other non-governmental organizations, such as Lutheran Social Services and Catholic Charities**, often provide some transportation services to clients for government appointments, medical appointments, shopping and a variety of other reasons.
- **Mankato Area Public Schools** provides school bus service to youth in the Blue Earth, Nicollet, and Le Sueur county school systems.

A number of private providers specialize in single trip taxi/rideshare service. Some providers include:

- **Blue Earth County Taxi**

- **Kato Cab**
- **Kato Independent Shuttle Service**
- **Lyft**
- **Uber**
- **WS Transportation**
- **Yellow Cab**

In addition to those mentioned above, many other service providers exist within the south-central Minnesota region. This multiplicity of service providers operating in an uncoordinated environment results in redundancies, gaps and inefficiencies in the system and contributes to challenges in client understanding of the availability and accessibility of services. As part of the Scope of Work for the project, the Consultant shall develop a complete inventory of the service providers within the region, which will serve as the starting point upon which a formalized regional coordination system will be built. It is anticipated that this effort will result in a system that will reduce barriers to service for customers while increasing system efficiency.

### **What is an RTCC?**

RTCCs consist of stakeholders interested in improving mobility for “transportation disadvantaged” individuals. Successful RTCCs include representation from a wide range of agencies and interests and include among their board membership representatives from the region’s county departments of social services, Minnesota Area Agencies on Aging, workforce development agencies, transportation providers, human services agencies, transportation and human services advocates, veteran service organizations, Minnesota Continuum of Care Coordinators, Centers for Independent Living, and public and private funders of transportation services.

### **Project Timeline**

MnDOT’s RTCC program stipulates a 12-month planning process. It is anticipated that work described in this RFP will begin **August, 2019** and be completed by **June, 2020**.

### **Scope of Work and Deliverables**

The deliverable of the project will be to fully complete and deliver all required aspects of MnDOT’s **RTCC Phase 1 – Planning Program**, primarily an **Operational Implementation Plan (OIP)** to be used to initiate and implement an operational RTCC. This will entail review of the required work products listed in MnDOT’s **RTCC Phase 1 Application**, the MAPO-MnDOT grant agreement, as well as consultation with MnDOT’s Office of Transit and Active Transportation staff for guidance and approval over the course of the project. The below Scope of Work further defines the tasks that may be issued in part or whole, to the Consultant.

During contract negotiations and throughout the course of the project, additional tasks and work elements may be added or deleted at the discretion of MAPO. MAPO must approve initiation of work tasks, which may be one or more tasks identified in the Scope of Work, in writing before the Consultant may perform work. The project shall entail the development of a structure and plan for the implementation of an RTCC and obtaining of commitments from stakeholders identified over the course of planning. The RTCC may be part of an umbrella organization or be housed independently, but must be autonomous in board structure and policy direction. At minimum, work products delivered by the Consultant shall include:

- Identification of stakeholders and marketing/educational efforts to teach and onboard stakeholders regarding the RTCC and the benefits to be gained through participation. Educational efforts may include production of brochures/handouts, presentations, and/or short video(s).
- Outreach efforts implementing the strategies outlined above.
- Obtain commitments to participate in the RTCC from the relevant agencies (transportation providers and customers) in the region, including counties. Commitments are anticipated to take the form of Resolutions passed by governing boards.
- An organizational structure including:
  - Founding documents/charter
  - Goals/objectives of the RTCC
  - Describe RTCC membership and organizational structure
  - Definition of a geographic region for the RTCC with defined boundary
  - Describe the organizational resources needed for the RTCC to operate (e.g. staff, office space, funding, technology, etc.)
  - Articles of incorporation
  - Bylaws
  - Fiscal monitoring capabilities of budgeting and quality assurance methods, including organizational operation cost estimates (staff, administrative, etc.)
  - Describe how the RTCC will help meet specific needs and strategies defined in one or more Human Services Transportation Coordination Plan(s)
  - Include a proposed annual budget, including a description of how a local match will be obtained in order to leverage MnDOT operating grants
  - Include a work plan of activities to be undertaken by the RTCC for the first two years of operation
  - Describe the steps necessary for the RTCC to become fully operational

### Task I: Initiate Study

Early in the process the Consultant will incorporate work product deadlines, public engagement date ranges, and the below schedule into a detailed **Project Management Plan (PMP)** to aid in the accurate and timely generation of work products/sections of the final document. The PMP will contain the work product delivery schedule below, as well as a scope statement, work breakdown structure, and identification of participant roles. MAPO will review the PMP and agree to the components and methodologies before the Consultant proceeds. In development of this plan, the Consultant will:

- Provide a schedule of meetings and public engagement/outreach events and campaigns. This shall include a project kickoff meeting, engagement periods, monthly project management team (PMT) meetings, deadlines for **Memorandums 1 – 6**, specific sections of the OIP, and appropriate updates/presentations to the PMT and other stakeholders.
- Identify current state and federal guidance and requirements regarding RTCCs.
- Identify specific issues to be addressed over the course of study.
- Identify stakeholders to serve as a **Project Management Team (PMT)**.
- Establish data collection and analysis needs and methods for obtaining data.
- Establish partner/stakeholder contact list and meeting schedule.
- Provide financial estimates and a schedule of expenses to ensure all work stays within budget over course of project.

- Administer meetings, obtain and analyze data, prepare and deliver six (6) **Memorandums**, and generate work products as described in the schedule below.
- Deliver a final **Operational Implementation Plan (OIP)** to specifications outlined within MnDOT's RTCC Phase 1 – Planning application.
- Schedule consultations with MAPO and MnDOT oversight and approval entities.

The below schedule is not complete and is included to provide a framework for the more detailed **Project Management Plan**, to be developed by the Consultant. Note the required meetings and public engagement events are **not** included. Within the PMP the Consultant shall be expected to develop a schedule compete with date ranges for work product deliverable dates, meetings, and engagement events.

Week	Consultant Task
As needed	Throughout project, schedule and administer public and stakeholder engagement events, coordinate with other RTCC entities in adjacent geographic areas to share information and coordinate efforts.
1 - 2	Prepare for and attend Project Management Team (PMT) Kick-off meeting (Meeting #1) to meet PMT members, discuss project schedule, expectations, needs, processes, and anticipated outcomes.
3	Identify, review, and research genesis, organizational structures and operating practices of at least four (4) other RTCCs.
4	Prepare <b>Memo #1</b> comparing/contrasting other RTCC organizations. Provide in-depth profiles and analysis of peer RTCCs, along with analysis of lessons to be learned from other RTCCs' experiences. Include each RTCC's Mission Statement, goals, structure, practices, funding mechanisms, representation, staffing, governance, etc.
4- 7	Meet with PMT partners individually or in small groups to discuss their views on regional coordination, purpose, need, goals, and objectives of the RTCC
4 - 7	Identify other major or important non-partner stakeholders/providers (up to 15); meet with individually or in small groups to discuss their views on regional coordination of transit services
4 – 7	Develop and deliver project-specific <b>Public Participation Plan</b>
8	Prepare <b>Memo #2</b> summarizing results of meetings with partners and other stakeholders
9 - 10	Prepare draft survey for "transportation-disadvantaged" persons -who may be existing customers of partners or potential customers- to reveal their desires for regional and intercity travel. Consider all trip types. Obtain information related to demographic info (rural vs. urban, senior, veteran, ADA, etc.), preferences, priorities (non-peak service, access to amenities, drivers, affordability, access to jobs, etc.). Coordinate with PMT and MnDOT RTCC Program Administration for comments on draft survey.
11 - 14	Deploy survey through independent outreach efforts and through coordination with partner outreach capabilities. Gather and analyze results.
15 - 16	Gather and analyze available transportation data and survey results to identify "desire lines" of intercity travel in the region, focusing on "transportation-disadvantaged" persons



16	Prepare <b>Memo #3</b> summarizing survey results and analysis
17 - 18	Prepare for and attend PMT meeting #2; present Memos #1, #2, and #3; facilitate consensus-building discussion on draft purpose, need, goals, and objectives of RTCC. One deliverable of PMT meeting #2 will be consensus from the PMT on these items.
19 - 20	Using feedback from PMT meeting #2, prepare draft list of duties/responsibilities for RTCC staff; develop draft position description(s) and pay-ranges based on research of similar positions in other places, options for where staff would be housed and how supported; summarize in <b>Memo #4</b>
21 - 22	Using outcomes of previous tasks, develop draft geographic boundaries of RTCC
21 - 22	Given results from previous steps, develop <b>Memo #5</b> documenting draft geographic boundaries, any geographic areas for which there appears to be significant trip productions or attractions into, out of, or through the draft boundaries but which are not or cannot be part of the geography of this RTCC; further the memo should discuss how the RTCC should interface with those other geographies to facilitate desired trips
23	Based on projected staffing costs, develop two or more draft funding scenarios for RTCC; based on each funding scenario, develop draft RTCC membership and organizational structures; summarize in <b>Memo #6</b>
24 - 25	Prepare for and host PMT meeting #3; present <b>Memos #4, #5, and #6</b> ; facilitate consensus-building discussion to arrive at final goals, objectives, staffing, organizational structure, and funding scenario
26	Based on outcomes of previous steps; and bylaws of other regional bodies, draft RTCC governing structure (including decision-making body/ies), bylaws and Articles of Incorporation; include recommended membership, staffing, funding scenario, and where staff is to be housed/supported. Generate all required elements as identified by MnDOT RTCC Program Administration, including those identified in Task IV.
27	Update all previous draft memos as needed; write draft plan document incorporating previous memos
28 - 29	Prepare for and attend PMT meeting #4 to review draft plan document and achieve consensus on final RTCC name and logo
30 - 33	Release draft plan document for public review and comment; be sure to notify all previous survey participants. Coordinate with PMT and MnDOT RTCC Program Administration for comments.
34	Receive public comments, record, update document, and finalize plan document
35 - 36	Prepare for and attend PMT meeting #5 to approve final <b>Operational Implementation Plan</b> document
36	Supply finalized plan documents to MAPO.

Deliverables under Task I shall include, but not be limited to a schedule illustrating delivery **of all draft and final documents and work products**, including a **Project Management Plan**, **Memorandums 1 – 6**, a **Public Participation Plan**, an **Operational Implementation Plan**, and actions necessary to **ensure approval of final plan document**.

## **Task II: Project Management**

The Consultant shall ensure satisfactory management of the entire project including staff, equipment, practices, and documentation, including subcontracted firms. The Consultant shall prepare progress reports, documentation of travel and expense receipts, and preparation and submission of invoices.

The Consultant will assign a single person to serve through the life of the contract as Consultant Project Manager (PM). The PM must be the person identified in the selected firm's proposal and may not be changed without prior written approval of MAPO. The PM will be responsible for overall project management necessary to ensure the satisfactory, on-time, on-budget completion of the RTCC OIP in accordance with the scope of services. The PM will serve as a single point of contact and will be expected to ensure the consultant team is properly managed, adequate resources are available, and submittals are timely and QA/QC reviewed.

### **Compliance with MnDOT Oversight**

Intensive oversight will be given to all aspects of this project, including expenses incurred. All expenses, including travel, public engagement efforts, and meeting supplies/materials must follow MAPO and MnDOT procurement guidelines and be documented for reporting. The Consultant shall provide documentation for all expenses in a form acceptable to MAPO and MnDOT.

MAPO will supply to the selected Consultant the executed MAPO-MnDOT RTCC Phase 1 contract #1034442. The Consultant shall review and take all appropriate actions to ensure continuing compliance with the terms of the contract (eligible expenses, data retention, active insurance, affirmative action, required disclaimers on public materials, etc.)

### **Monthly Reporting and Reimbursement Requirements**

MAPO will be required to maintain programmatic and financial records for this project, as well as to submit monthly progress reports and monthly Requests for Funds (RFF) to MnDOT. The Consultant will submit monthly invoices to MAPO and assist in generating these required Requests for Funds and progress reports as requested. Written monthly progress reports should include an updated actual schedule versus planned schedule, task progress, identification of critical path tasks, and actual expenditures versus budgeted expenditures. Other information to be included in monthly reports shall include:

- number of participants in coordination meetings
- number of RTCC meetings held
- number of meetings with decision makers
- data collection activities and participation activities
- number of publications disbursed
- number of formal partnership agreements established
- a breakout of activities by task, employee, and employee hours for those tasks

### **Subcontracts**

The Primary Consultant is expected to perform either the entirety or the majority of all aspects of the study. However, at points agreed upon and authorized beforehand by MAPO, certain technical aspects of the study may be found to be more efficiently performed by other specialized

firms, traditionally referred to as “subcontracted” consultants. For the purposes of this RFP, the term “Consultant” shall apply to both the Primary and all subcontracted consultants. All guidance, requirements, and performance standards provided shall apply to the Primary Consultant and to any subcontracted consultants, in the event MAPO authorizes this practice. The Primary Consultant shall be held responsible for any/all practices and work products undertaken by any/all subcontracted firms.

### **Project Management Team (PMT)**

Early in the process the Consultant shall lead development of a **Project Management Team (PMT)** of appropriate regional transportation stakeholders. MnDOT has issued guidance on the composition of PMT members, which includes (but is not limited to) representation from county administration, transportation customers (veterans services, health services, workforce development agencies, youth and senior, etc.), and public, private, and nonprofit transportation providers. MAPO has taken initial steps and established a foundational core PMT. However, the Consultant shall perform outreach, education, and recruitment of potential PMT members to broaden and diversify the PMT to a composition which reflects MnDOT guidance.

The Consultant shall organize, host, and lead monthly PMT meetings with MAPO and stakeholders, including preparation of meeting agendas and taking and reporting meeting minutes. MAPO and Consultant staff shall attend every meeting; however various study partners and stakeholders will attend PMT meetings and provide input varying on partner interest, meeting topic, and area of focus. When practicable, monthly PMT meetings will be conducted via teleconference or internet video chat in order to minimize travel, cost, and time demand.

Consultant-led discussions and outreach, in the form of letters, emails and/or telephone conversations with regional transportation stakeholders will be a major component of this project. With input from the PMT, the Consultant shall determine appropriate strategies and scheduling for identifying and engaging necessary stakeholders. Marketing and educational materials may include boilerplate emails, flyers, brochures, surveys, and/or short educational videos.

MAPO and the RTCC, once established, shall retain all rights, use, and ownership of the data, reports, presentations, maps, graphics, logos, photos/video, figures, GIS databases, and social media elements delivered by the Consultant in order to complete the tasks delivered within this Scope of Work. All reports shall be of high quality and reproducible. All text-and graphic-based deliverables shall be provided in both PDF and Word format. MAPO and the RTCC will be granted all rights to share all materials developed.

Deliverables under Task II shall include, but not be limited to, work to recruit and establish a representative **PMT**, stakeholder identification and outreach, and documentation of MAPO and RTCC ownership of the above stated elements.

### **Task III: Develop RTCC Work Plan**

As a component of the OIP, the Consultant shall develop a **Work Plan**, described as list of goals and objectives to be undertaken by the RTCC over the first two (2) years of operation. This list shall be drawn from the specific regional needs and strategies defined in Region Nine’s [2017 Local Human Service-Public Transit Coordination Plan](#), as well as from stakeholder engagement over the course of study. Items for consideration and discussion shall include:

- Strategies to increase transit service and service quality to riders. This will include examination of areas currently unserved or under-served.
- Potential cost savings/efficiencies realized through partnerships between transportation customers (at municipal, agency, and individual levels) and transportation providers (public, private, and nonprofit)
- Identification of opportunities for resource-sharing
- Identification of funding sources
- Development of a shared driver database and identification of opportunities for driver training/certifications
- Potential cost savings/efficiencies realized through partnerships between transit providers and transportation network companies (TNCs), as well as other local private/public transportation providers (Mobility on Demand, taxis, shuttles, etc.)
- Coordination opportunities with state and regional bodies including MnDOT, MCOTA, and other RTCCs

The Work Plan shall include prioritization of goals and objectives based on severity of need, availability of funding sources, and overall critical path to addressing regional transportation challenges. The selection and ordering of goals should be described and justified as part of an overall comprehensive regional strategy.

Deliverables under Task III shall include, but not be limited to, a **Work Plan** document to guide future RTCC operations.

#### **Task IV: Develop RTCC Organizational Structure, Governance, & Administration**

This task shall include development and delivery of a comprehensive descriptive document delineating the mission, goals, vision, and structure of the RTCC. This section should paint a clear depiction of what the RTCC will be, how it will be implemented, and how it will operate. For example, how will the RTCC make informed decisions? Will the RTCC function as an independent body or be housed within an existing agency? The Consultant shall take special care to review the **RTCC Phase 1 Planning Grant Application** to ensure all work products outlined in that document are produced.

This document shall include a structure of RTCC membership with consideration to stakeholder representation. Consideration shall be given to which entities (municipalities, organizations, transportation providers, and transportation customers) shall designate individual representatives to make up the composition of the RTCC. This document shall also include:

1. An organization-specific **Mission Statement**
2. **Bylaws** for RTCC operations
3. **Articles of Incorporation**
4. Commitments to participate in the RTCC from the counties included in the region
5. Commitments to participate in the RTCC from transportation providers and customers within the region
6. Organizational resources for RTCC implementation (including any necessary support staff, office space, etc.).
7. Over the course of study the Consultant shall develop branding elements.

8. An **Annual Budget Proposal** and **Funding Scenario** for the RTCC including how a local match will be obtained in order to leverage MnDOT operational grants. This will entail coordination with MnDOT funding entities, including the Office of Transit and Active Transportation (OTAT). MnDOT OTAT has provided guidance that a local match will be required. The Consultant shall coordinate with regional stakeholders and MnDOT to establish a clear funding scenario outlining all sources of funding for RTCC operations. The **Funding Scenario** element shall include consideration to:
  - Fiscal monitoring capabilities of budgeting and quality assurance methods.
  - Public and private sources reasonably expected to be made available.
  - Potential cost savings to stakeholders through increased coordination (eliminating redundancies, resource-sharing, identification of inefficiencies, etc.)
  - Innovative financing techniques to funding RTCC costs.
  - Operating and/or implementation funds or grants available from state and federal sources.
9. An **RTCC Operational Implementation Plan (OIP)**, which shall be designed to pursue an RTCC Phase 2 – Organizational Implementation grant. This plan should be designed with MnDOT OTAT consultation and clearly spell out the steps to be taken for the RTCC to become operational from the standpoint of MnDOT’s RTCC program.
10. Analysis and recommendation for the **Geographic Region Served** by the RTCC. The Consultant shall perform market, ridership, geographic, and demographic analyses to support a recommended geographic region to be served by the RTCC. It is anticipated the region will overlay with counties included in the Region Nine Development Commission jurisdiction. The Consultant shall undertake necessary research to deliver documentation which clearly outlines a recommended geographic region with accompanying justification.

### **Formalization**

This project will be conducted with an emphasis toward the RTCC’s eventual formalization and implementation. From project outset it will be made clear and understood that the intended goal is an actionable plan that will provide a basis for implementing an RTCC in the south-central Minnesota region. This will require input, support, and buy-in from a variety of public and private entities. A complete understanding of the formalization processes needed will be developed over the course of Phase 1 planning, but is anticipated to include close communication with stakeholders, consensus-building, and development of draft formal documents for stakeholder adoption. Depending on study results and the specific stakeholder in question, formalization documents may take the form of resolutions of support, memorandums of understanding, joint powers agreements, or other codifying administrative documents. The goal will be to ascertain and develop the necessary formalization documents so there is a clear understanding of stakeholder expectations and obligations. The Consultant shall be expected to develop and supply formalization documents to identified parties, as well as follow up to ensure identified parties take steps to formalize RTCC participation. This is anticipated to include development of adoptive resolutions for county boards, supplying drafts to county administrators, and follow up to ensure resolutions are acted upon.

Deliverables under Task IV shall include, but not be limited to, a descriptive document delineating the structure and function of the RTCC, a document outlining RTCC membership, a **Mission Statement**, **Bylaws**, **Articles of Incorporation** and **Annual Budget Proposal**, a

**Funding Scenario**, an **RTCC Implementation Plan**, **Geographic Region Served**, and delivery of **executed formalization documents** with accompanying supportive research and analyses.

### **Task V: Public and Stakeholder Engagement**

The project will utilize MAPO's **Public Participation Plan and Staff Guide** to serve as a framework for the project's public and stakeholder engagement elements. The Consultant will review MnDOT RTCC Phase 1 requirements and ensure that all public engagement efforts abide.

#### **Public Participation Plan**

Early in the process the Consultant shall lead development of a project-specific **Public Participation Plan (PPP)** that includes strategies and goals for public and stakeholder engagement, including public meetings, outreach to local public and tribal officials and staff, state agency staff, funders, transportation providers, and other stakeholders. The PPP will describe not only how public and stakeholder input will be obtained, but also describe how input will be analyzed and integrated into study planning.

#### **Schedule of Stakeholder Engagement**

This project shall include wide-ranging stakeholder outreach via email, telephone, electronic survey, interview, and in-person methods. Included in the PPP, the Consultant shall develop a **Schedule of Stakeholder Engagement** and methods to ensure the stakeholders of the region are aware, actively participate, and are engaged to the maximum extent possible. The **Schedule of Stakeholder Engagement** will include date ranges for the various in-person meetings/outreach activities outlined within this RFP. This will include date ranges for meetings with the public, as well as presentations to the MAPO TAC, MAPO Policy Board, MnDOT, and Region Nine Development Commission (described below).

#### **Stakeholder Inventory**

The Consultant will develop a comprehensive **Stakeholder Inventory** within the RTCC boundary. These stakeholders shall include but not be limited to transportation customers (agencies representing specific transportation disadvantaged populations including seniors, individuals with disabilities, individuals of low income, workforce, veterans, youth services, refugee/New American services, etc.). Transportation customers shall also include the governing bodies of counties to be identified as participants in the RTCC over the course of the project. These counties are tentatively Blue Earth, Brown, Faribault, Le Sueur, Martin, Nicollet, Sibley, Waseca, and Watonwan.

The **Stakeholder Inventory** shall also include transportation providers (public, private, and non-profit transit providers within the region including municipal providers). Additional stakeholder contact shall include (among a wide range of others) the Mankato Diversity Council, Region Nine Development Commission, the MnDOT District 7 Transit Coordinator, regional Section 5310 Sub-recipients, including Enterprise North, Le Sueur County Developmental Services, Mankato Lutheran Homes, Service Enterprises, Sibley County Developmental Achievement Center, and STEP.

The **Stakeholder Inventory** will include information useful to the RTCC such as agency name, agency service area, service characteristics, and individual staff contact information with position title. MAPO staff have undertaken preliminary RTCC engagement with regional stakeholders and have developed an initial stakeholder list with contact information. MAPO will deliver to the

Consultant the complete initial list of stakeholders with the expectation that the Consultant will expand the list to develop the **Stakeholder Inventory**.

To aid in development of the **Stakeholder Inventory**, the Consultant shall review Region Nine Development Commission's 2017 Local Human Service-Public Transit Coordination Plan, located at the following web address: <https://www.rndc.org/wp-content/uploads/2017/07/2017-Local-Human-Service-Public-Transit-Coordination-Plan-Final.pdf>

### **Stakeholder Survey**

The Consultant shall design and deploy a **Stakeholder Survey** to those stakeholders identified in the Stakeholder Inventory to identify issues, gaps, and opportunities in the regional transportation network. Survey results will be compiled, analyzed, and presented for discussion to the project PMT and the MAPO TAC.

At meaningful and agreed-upon points before and during the project, the Consultant will plan and conduct a variety of public input activities with a broad range of stakeholders, including consultation with representatives from stakeholders identified in the **Stakeholder Inventory**. The project's public engagement process must provide appropriate opportunities for public participation and input during the process. Respondents are encouraged to submit innovative public engagement strategies and methods with their responses.

### **In-Person Engagement**

Engagement efforts shall include:

#### **Project Kickoff meeting**

Held separately from other meetings described within this RFP, the Consultant shall coordinate and lead a **Project Kickoff meeting** between the Consultant, MAPO, and members of the PMT. The **Project Kickoff meeting** shall serve to establish early guidance on project scope, approach, roles, objectives, methodology, and identify further appropriate agencies for recruitment to the PMT.

#### **MAPO TAC meetings**

At relevant and requested times over the course of the project, the Consultant shall participate in at minimum **three (3) meetings with the MAPO Technical Advisory Committee (TAC)**. TAC meetings are typically held the third Thursday of each month or on an as-needed basis. During these meetings, the Consultant will solicit feedback and guidance on findings, proposed priorities, and draft recommendations.

#### **MAPO Policy Board meetings**

At relevant and requested times during the course of the project, the Consultant will participate in at minimum **two (2) meetings with the MAPO Policy Board**. Policy Board meetings are typically held the first Thursday of each month or on an as-needed basis. During these meetings, the Consultant will present draft sections for review, evaluation, comment, and recommendation. The MAPO Policy Board shall serve as a guiding component to the development of the RTCC OIP.

#### **Public meetings**

The Consultant shall provide information to the public at multiple stages of the organizational process

so that the public and stakeholders can respond to proposed draft documents, strategies, governance structure, and coordination plans for the region.

Per MnDOT RTCC program requirements, at least **four (4) public meetings** must be widely publicized and designed to engage stakeholder county representation, Native American tribes, transportation users and representatives of transportation users, transportation providers, and other transportation stakeholders in the region, including state agency representatives, health care providers, and education institutions. The **first public meeting** will be held early in the planning process with the purpose of introducing the RTCC, educating and listening to the public, and providing opportunity for the public to identify issues. The **second public meeting** shall be used to collect public input and share with the public proposed draft documents, processes, and strategies. The **third public meeting** will collect further input, report progress, and present draft documents and strategies. The **fourth and final public meeting** shall be held near the end of the planning process to present a draft OIP to the community and seek feedback. Feedback from each **public meeting** will be summarized by the Consultant and analyzed by the PMT and integrated into the OIP as appropriate. In order to maximize stakeholder engagement, public meetings may be held in conjunction with other transportation-related events or meetings such as MnDOT District 7, Region Nine Development Commission, MAPO, or 169 Corridor Coalition events where a large number of regional transportation stakeholders are in attendance.

The Consultant will gather, store, and summarize all comments collected over the course of the project and produce a **Public Comment Summary** document detailing comment date, details, and actions taken as a result. The **Public Comment Summary** will be included in the final OIP.

### **MnDOT OTAT meetings**

At relevant and requested times, the Consultant shall coordinate and participate in at least **two (2) meetings with project oversight entities with MnDOT's Office of Transit and Active Transportation**. These conferences will be used to present findings to MnDOT and solicit guidance in order to maintain compliance with all applicable requirements.

### **Region Nine Development Commission Transportation Advisory Committee meeting**

At a time relevant and agreed upon by the PMT, the Consultant shall attend and deliver **one (1)** presentation to the Region Nine Development Commission Transportation Advisory Committee. This meeting will be used to educate township and county officials from across the region on the RTCC program and seek input and support.

### **Website**

A website will be hosted and maintained by the Minnesota Council of Transportation Access (MCOTA) for the duration of the grant agreement and beyond. The Consultant shall be responsible for providing site content to MCOTA to inform stakeholders, including the public, about the progress of RTCC development and obtaining public comment.

### **Limited English Proficiency Considerations**

The Consultant will ensure best efforts are made to provide information in languages other than English as appropriate for the region and obtain comments from stakeholders and users for whom English is not their native language.

### **Provision of Materials**



At points throughout the study, MAPO and/or other staff will deliver updates, presentations, and conduct outreach to stakeholders. In order to decrease Consultant time/travel expense and at MAPO discretion, agency staff may conduct these efforts without Consultant staff present. During these occasions and at MAPO's request, the Consultant shall supply agency staff with presentation and outreach materials. These materials may include digital presentations, brochures, surveys, comment forms, and correspondence. During these instances, MAPO will supply the Consultant with feedback and input gathered. The Consultant will then catalogue and integrate the collected feedback for analysis.

### **State as Sponsoring Agency**

Any publicity regarding the project must identify the State of Minnesota as the sponsoring agency and must not be released without prior written approval from the state's authorized agent. The Consultant shall ensure MnDOT OTAT staff approval of all publicity materials.

Deliverables under Task V shall include, but shall not be limited to, a **Stakeholder Inventory**, a project-specific **Public Participation Plan**, a **Public Comment Summary**, and elements of stakeholder engagement as described above, and presentation materials upon MAPO request.

### **Task VI: Operational Implementation Plan**

The Consultant shall compile and synthesize project aspects (stakeholder input/engagement, data gathering, literature review, etc.) into an **Operational Implementation Plan** (OIP) which provides clear instruction on how a region-specific RTCC shall initiate.

The OIP must:

1. Document the goals and objectives of the RTCC;
2. Define the geographic region to be served by the RTCC;
3. Describe how the RTCC will help meet specific needs and strategies defined in one or more Human Services Transportation Coordination Plan(s);
4. Describe RTCC membership and organizational structure
5. Include bylaws for how the RTCC will operate;
6. Describe the organizational resources needed for the RTCC to operate (e.g., staff, office space, funding, technology, etc.);
7. Include a proposed annual budget, including a description of how a local match will be obtained in order to leverage MnDOT operating grants;
8. Include a work plan of activities to be undertaken by the RTCC for the first two years of operation;
9. Describe the steps necessary for the RTCC to become fully operational.

### **Technical Memoranda**

The Consultant shall develop technical **Memorandums 1 – 6**. These memoranda shall be of high professional quality and developed with input and approval of project partners and designed with congruous language, visual elements, and flow, as they shall comprise sections of the final Operational Implementation Plan. Memorandums will be submitted to the PMT for review and revision before final approval.

Development of all work tasks will include communication with state oversight and advisory entities including MnDOT's Office of Transit and Active Transportation, MCOTA, and the State of Minnesota Department of Human Services (DHS). The Consultant shall seek guidance from

these entities to ensure all finished work products conform to state requirements and best practices.

### **Proposal Submittal**

All proposals must be sent to:

Charles Androsky  
Transportation Planner  
Mankato/North Mankato Area Planning Organization  
10 Civic Center Plaza  
Mankato, MN 56001

**Responses are requested in both physical and digital formats. All responses must be received no later than 4:30 p.m. Central time on August 9, 2019.** Submit one original and five (5) copies of the proposal, for a total of six (6) proposals. Proposals must be bound, page numbered, and sections must be organized by labeled protruding divider tabs to allow quick reference by the selection committee. Proposals are to be submitted in a sealed mailing envelope or package, clearly marked **“Proposal: Planning Process for Regional Transportation Coordinating Council”** on the outside.

The Consultant shall also deliver **digital** copies of the proposal via emailed PDF or link to online digital file sharing system such as SharePoint, etc. Electronic materials shall be emailed to Charles Androsky at [candrosky@mankatomn.gov](mailto:candrosky@mankatomn.gov) by the above deadline.

### **Proposal Evaluation**

A “Best Value Selection” method will be used to review proposals submitted in response to this RFP. Representatives of MAPO and select partners will evaluate all proposals received by the deadline. A 100-point scale will be used to create the final evaluation and selection. The factors and weighting on which proposals will be judged are:

#### **Technical Approach (25 points)**

1. Specialized expertise, capabilities and technical competence, as demonstrated by the Responder’s expressed project understanding, proposed project approach and methodology, project work plan, and project management techniques. (5)
2. Project background and experience, as demonstrated by the Responder’s ability, familiarity and experience with handling similar projects, and the qualifications and related experience of key staff members. (10)
3. The Responder’s record of past performance, including quality of work (10)

#### **Work Plan (35 points)**

1. Quality of proposal Work Plan including goals, scheduling, expressed project understanding, proposed project approach and methodology, and project management techniques (35).

#### **Cost (15 points)**

1. Overall cost to complete the project (15)

#### **Organization, personnel and expertise (15 points)**

1. Qualifications of personnel assigned to project (7.5)

2. Experience of personnel assigned to project (7.5)

**General quality of response and responsiveness to terms and conditions (10 points)**

Proposals will be evaluated and a successful Responder will be notified by August, 2019.

MAPO and the successful Responder will meet to negotiate the final deliverable and contract. If MAPO and the successful Responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by MAPO at its sole discretion), then MAPO may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked Responder.

**Request for Clarification**

In the event MAPO believes that additional clarification of a proposal is needed in order to make a determination regarding the proposal, MAPO shall submit a request for clarification by email to the Responder. The Responder will have two working days to respond via email to provide the additional requested information. Responses will also be posted on the MAPO website, see Proposal Questions section for additional information and process.

**Proposal Questions**

No interpretation of the meaning of the RFP will be made to any Responder verbally. Responders are encouraged to promptly notify MAPO of any apparent major inconsistencies, problems or ambiguities in this RFP. Any questions regarding this RFP must be submitted by e-mail only to:

Charles Androsky, Transportation Planner  
[candrosky@mankatomn.gov](mailto:candrosky@mankatomn.gov)

No other project personnel are allowed to discuss the RFP before the proposal submission deadline. Contact regarding this RFP with any personnel not listed above could result in disqualification.

All questions and answers will be posted on the MAPO's web page [www.mnmapo.org](http://www.mnmapo.org)

Questions will be posted verbatim as submitted, without reference to the person or firm that submitted it. All prospective Responders will be responsible for checking the MAPO's web page for any addendums to this RFP and any questions that have been answered.

Questions and responses will be accepted one week prior to the RFP close date.

Failure of any Responder to review any such addendum or interpretation shall not relieve such Responder from any obligation under their proposal as submitted. All addenda so issued will become part of the agreement documents.

## Proposal Protest Procedure

1. A formal letter of protest must be received at the 10 Civic Center Plaza Mankato, MN 56001 to the attention of the Paul Vogel, Executive Director, within ten (10) business days of the date of the award notification letter. The letter must state specifically the reason for the protest and include any documentation needed to substantiate the claim(s).
2. The MAPO will have ten (10) business days from the date of receipt of the protest letter in which to make a written response. The MAPO may extend the period for purposes of investigating the protest, if it is warranted, by notifying the complainant in writing of their intentions within the above mentioned response time.
3. If the complainant, after receiving the final written response from the MAPO, is not satisfied that the reason for protest has been sufficiently resolved, he/she may file a request for an appeal to be heard by the MAPO Policy Board. Such request must be written and received within the (10) business days from the date of the MAPO's response letter. The letter shall be made to the attention of the Executive Director, who will schedule the hearing for the next available MAPO Policy Board meeting, and inform the complainant in writing of said date and time.
4. The MAPO will not receive any service or product described in the PROPOSAL document from the successful Proposal until the protest has been resolved

## Termination

If the Contractor is (1) adjudged to be bankrupt; (2) makes a general assignment for the benefit of creditors; (3) has a receiver on account of insolvency; (4) is guilty of substantial violation of any provision of the Contract; (5) fails to promptly pay employees or obligations incidental to proper performance of the Contract; or (6) persistently disregards or permits disregard by employees of laws, ordinances or instructions of the MAPO Policy Board or its designated representative, then the MAPO Policy Board may, at its opinion, terminate the Contract without further obligation on the part of the MAPO Policy Board to the Contractor except for the expenses incurred prior to the termination. If the MAPO Policy Board or its designated representative believes any action or non-action of the Contractor represents an immediate threat to public safety, the MAPO Policy Board may suspend service for so long a period as they deem necessary.

## MAPO Not Obligated to Complete Project

This RFP does not obligate the Mankato/North Mankato Area Planning Organization (MAPO) to award a Contract or complete the project, and MAPO reserves the right to cancel the solicitation if it is considered to be in its best interest.

## Disposition of Responses

All materials submitted in response to this RFP will become property of MAPO and will become public record. If the responder submits information in response to this RFP that it believes to be trade secret materials, as defined by Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its response at the time the response is submitted,
- Include a statement with its response justifying the trade secret designation for each item, and

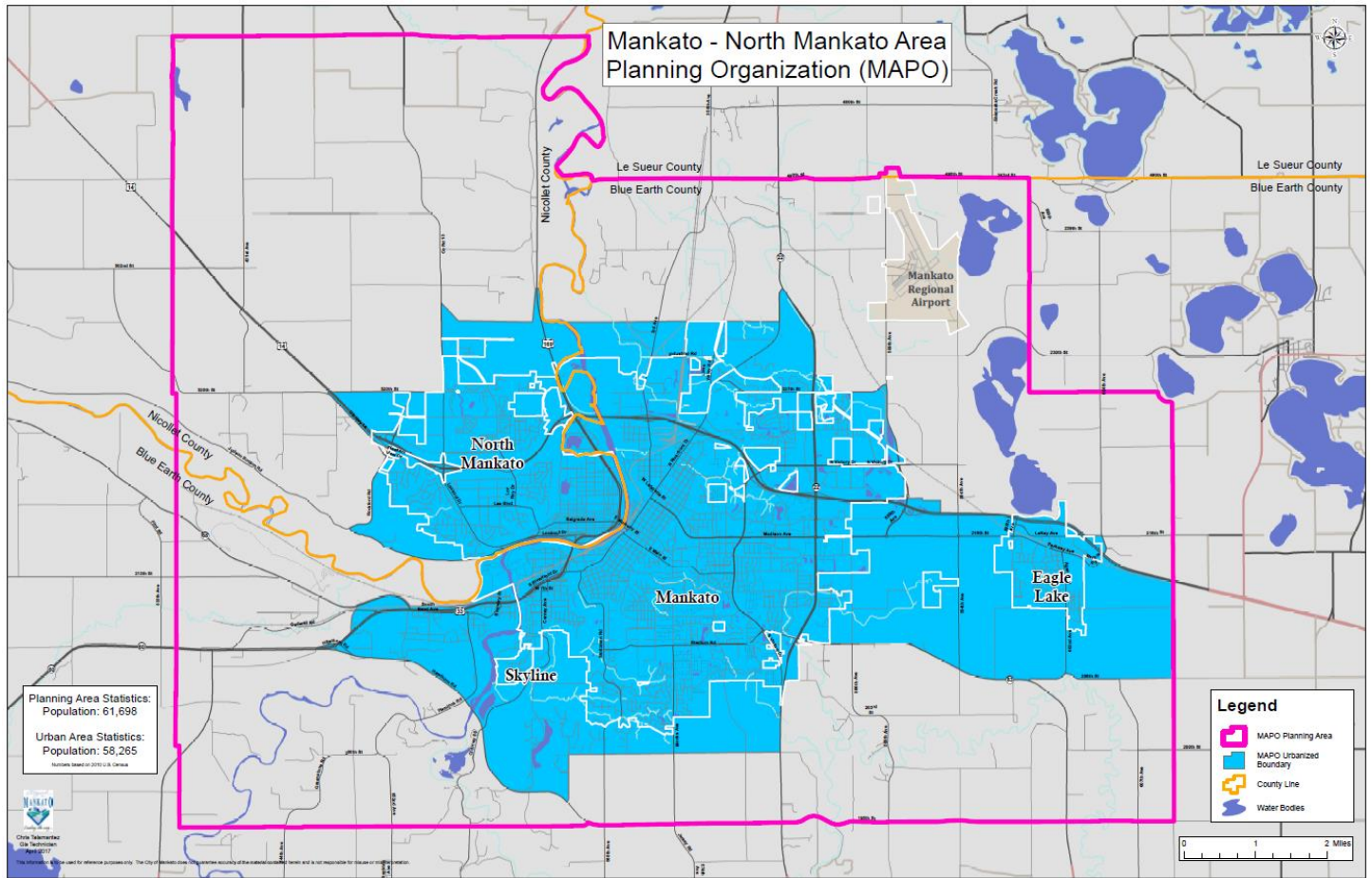
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless MAPO, its agents and employees, from any judgements or damages awarded against the MAPO in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the MAPO's award of Contract. In submitting a response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of MAPO. MAPO is required to keep all basic documents related to its Contracts, including responses to RFPs for a minimum of seven years.

MAPO will not consider the prices submitted by the responder to be proprietary or trade secret materials.

- Patent Rights: The Common Grant Rules require provisions consistent with Dept. of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms," 37 CFR Par 401.
- Rights to Data: When FTA provides Federal assistance to support the costs of a research, development, demonstration, or a special studies project, FTA generally seeks sufficient rights in the data developed so that the results can be made available to any FTA recipient, sub recipient, third part contractor, is executed.

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# Appendix A: Map of MAPO Planning Boundary



## Appendix B: Required Affidavits and Certifications

Affidavit of Noncollusion  
Conflict of Interest Checklist and Disclosure Form  
Affirmative Action Certification  
Immigration Status Certification  
Certificate of Liability Insurance

### **DESCRIPTION OF REQUIRED FORMS**

#### **Affidavit of Noncollusion**

Responders must complete the “Affidavit of Noncollusion” found in this Appendix and include it with the response. The successful responder will be required to submit acceptable evidence of compliance with workers' compensation insurance coverage requirements prior to execution of the Contract. The successful responder will be required to submit pre-award audit information and comply with audit standards.

#### **Organizational Conflicts of Interest**

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to MAPO, or the successful responder’s objectivity in performing the Contract work is or might be otherwise impaired, or the successful responder has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to MAPO, which must include a description of the action, which the successful responder has taken or proposes to take to avoid or mitigate such conflicts.

If an organization conflict of interest is determined to exist, MAPO may, at their discretion, cancel the Contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the contracting officer, MAPO may terminate the Contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve MAPO’s rights. Responders must complete the “Conflict of Interest Checklist and Disclosure Form” and submit it along with the response, but not as a part of the response.

#### **Immigration Status Certification**

By order of the Governor (Governor’s Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security. *E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 of the Immigration Status Certification by completing the required form and submitting it with their proposal.

In addition, prior to the delivery of the product or initiation of services, vendors must obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

### **Standard of Performance, Insurance and Indemnity**

All services to be performed by Contractor hereunder shall be performed in a skilled, professional and non-negligent manner. Contractor shall obtain and maintain at his/her/its cost and expense:

- a. **Comprehensive general liability insurance** that covers the consultant services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- b. **Errors and omissions or equivalent insurance** that covers the contractor services performed by Contractor for MAPO with a combined single limit of liability of at least One Million Dollars (\$1,000,000.00).
- c. **Worker's compensation insurance** covering Contractor (if an individual) and all of Contractor's employees with coverages and limits of coverage required by law.

Contractor shall indemnify and hold harmless MAPO from and against all errors, omissions and/or negligent acts causing claims, damages, liabilities and damages arising out of the performance of his/her/its services hereunder.

Contractor certifies that Contractor is in compliance with all applicable worker's compensation laws, rules and regulations. Neither Contractor (if an individual) nor Contractor's employees and agents will be considered MAPO employees. Any claims that may arise under any worker's compensation laws on behalf of any employee of Contractor and any claims made by any third party as a consequence of any act or omission on the part of Contractor or any employee of Contractor are in no way MAPO's obligation or responsibility. By signing this Agreement, Contractor certifies that Contractor is in compliance with these laws and regulations.

**Contractor shall deliver to MAPO, concurrent with the execution of this Agreement, one or more certificate(s) of insurance evidencing that Consultant has the insurance required by this Agreement in full force and effect.** MAPO shall be named as additional insureds under such policy(ies). The insurer will provide at least thirty (30) days prior written notice to MAPO, without fail, of any cancellation, non-renewal, or modification of any the policy(ies) or coverage evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. Contractor shall provide MAPO with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy to Contractor.

The Contractor shall require any subcontractor permitted by MAPO under Section 3 hereof to perform work for Contractor on the Project to have in full force and effect the insurance coverage required of the Contractor under this Agreement before any subcontractor(s) begin(s) work on the Project. Contractor shall require any such subcontractor to provide to Contractor a Certificate of Insurance evidencing that such subcontractor has the insurance required by this Agreement in full force and effect. The Contractor and MAPO shall be named as additional insureds under such policies. The insurer will provide 30 day written notice to MAPO and Contractor, without fail, of any cancellation, non-renewal, or modification of the policy(ies) or coverage



evidenced by said certificate(s) for any cause, except for nonpayment of premium. The insurer will provide at least ten (10) days prior written notice to MAPO, without fail, of any cancellation of any of the policy(ies) or coverage evidenced by said certificate(s) for nonpayment of premium. MAPO shall also be provided with appropriate endorsements to its policy(ies) reflecting the status of MAPO as an additional insured and requiring that the foregoing required notice of cancellation, material alteration or non-renewal be provided MAPO by the insurance company providing such insurance policy(ies).

**AFFIDAVIT OF NONCOLLUSION**

I swear (or affirm) under the penalty of perjury:

1. That I am the Responder (if the Responder is an individual), a partner in the company (if the Responder is a partnership), or an officer or employee of the responding corporation having authority to sign on its behalf (if the Responder is a corporation);
2. That the attached proposal submitted in response to the \_\_\_\_\_ Request for Proposals has been arrived at by the Responder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with, any other Responder of materials, supplies, equipment or services described in the Request for Proposal, designed to limit fair and open competition;
3. That the contents of the proposal have not been communicated by the Responder or its employees or agents to any person not an employee or agent of the Responder and will not be communicated to any such persons prior to the official opening of the proposals; and
4. That I am fully informed regarding the accuracy of the statements made in this affidavit.

Responder's Firm Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn to me this: \_\_\_\_\_ day of \_\_\_\_\_

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_



## CONFLICT OF INTEREST CHECKLIST AND DISCLOSURE FORM

**Purpose of this Checklist.** This checklist is provided to assist proposers in screening for potential organizational conflicts of interest. The checklist is for the internal use of proposers and does not need to be submitted, however, the Disclosure of Potential Conflict of Interest form should be submitted in a separate envelope along with your proposal.

**Definition of “Proposer”.** As used herein, the word “Proposer” includes both the prime contractor and all proposed subcontractors.

**Checklist is Not Exclusive.** Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.

**Use of the Disclosure Form.** A proposer must complete the attached disclosure form and submit it with their Proposal. If a proposer determines a potential conflict of interest exists, it must disclose the potential conflict to MAPO; however, such a disclosure will not necessarily disqualify a proposer from being awarded a Contract. To avoid any unfair “taint” of the selection process, the disclosure form should be provided separate from the bound proposal, and it will not be provided to selection committee members. MAPO personnel will review the disclosure and the appropriateness of the proposed mitigation measures to determine if the proposer may be awarded the contract notwithstanding the potential conflict. By statute, resolution of conflict of interest issues is ultimately at the sole discretion of MAPO.

**Material Representation.** The proposer is required to submit the attached disclosure form either declaring, to the best of its knowledge and belief, either that no potential conflict exists, or identifying potential conflicts and proposing remedial measures to ameliorate such conflict. The proposer must also update conflict information if such information changes after the submission of the proposal. Information provided on the form will constitute a material representation as to the award of this Contract. MAPO reserve the right to cancel or amend the resulting contract if the successful proposer failed to disclose a potential conflict, which it knew or should have known about, or if the proposer provided information on the disclosure form that is materially false or misleading.

**Approach to Reviewing Potential Conflicts.** MAPO recognizes that proposer’s must maintain business relations with other public and private sector entities in order to continue as viable businesses. MAPO will take this reality into account as it evaluates the appropriateness of proposed measures to mitigate potential conflicts. It is not MAPO’s intent to disqualify proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict that potentially impairs the proposer’s ability to provide objective advice to MAPO. MAPO would seek to disqualify proposers only in those cases where a potential conflict cannot be adequately mitigated. Nevertheless, MAPO must follow statutory guidance on Organizational Conflicts of Interest.

**Statutory Guidance.** Minnesota Statutes §16C.02, subd. 10 (a) places limits on state agencies ability to contract with entities having an “Organizational Conflict of Interest”. For purposes of this checklist and disclosure requirement, the term “Vendor” includes “Proposer” as defined above. Pursuant to such statute, “Organizational Conflict of Interest” means that because of existing or planned activities or because of

relationships with other persons: (1) the vendor is unable or potentially unable to render impartial assistance or advice to the state; (2) the vendor's objectivity in performing the contract work is or might otherwise be impaired; or (3) the vendor has an unfair advantage.

**Additional Guidance for Professionals Licensed by the Minnesota Board of Engineering.** The Minnesota Board of Engineering has established conflict of interest rules applicable to those professionals licensed by the Board (see Minnesota Rules part 1805.0300) Subpart 1 of the rule provides "A licensee shall avoid accepting a commission where duty to the client or the public would conflict with the personal interest of the licensee or the interest of another client. Prior to accepting such employment the licensee shall disclose to a prospective client such facts as may give rise to a conflict of interest".

**An organizational conflict of interest may exist in any of the following cases:**

- ❑ The proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs, appraisals, or other deliverables required by this Contract.
- ❑ The proposer is providing services to another governmental or private entity and the proposer knows or has reason to believe, that entity's interests are, or may be, adverse to the state's interests with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on an MAPO project if a local government has also retained the proposer for the purpose of persuading MAPO to stop or alter the project plans.
- ❑ The Contract is for right-of-way acquisition services or related services (e.g. geotechnical exploration) and the proposer has an existing business relationship with a governmental or private entity that owns property to be acquired pursuant to the Contract.
- ❑ The proposer is providing real estate or design services to a private entity, including but not limited to developers, whom the proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this Contract, when the value or potential uses of such property may be affected by the proposer's performance of work pursuant to this Contract. "Property affected by the project" includes property that is in, adjacent to, or in reasonable proximity to current or potential right-of-way for the project. The value or potential uses of the private entity's property may be affected by the proposer's work pursuant to the Contract when such work involves providing recommendations for right-of-way acquisition, access control, and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume proposers know or have a duty to inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the proposer has reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.
- ❑ The proposer has a business arrangement with a current MAPO employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting

arrangement with such person, when such arrangement is contingent on the proposer being awarded this Contract. This item does not apply to pre-existing employment of current or former MAPO employees, or their immediate family members. Comment: this provision is not intended to supersede any MAPO policies applicable to its own employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a proposer may have unfair access to “inside” information.

- The proposer has, in previous work for the state, been given access to “data” relevant to this procurement or this project that is classified as “private” or “nonpublic” under the Minnesota Government Data Practices Act, and such data potentially provides the proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a proposer who performed some preliminary work from obtaining a final design Contract, especially when the results of such previous work are public data available to all other proposers. Rather, it attempts to avoid an “unfair advantage” when such information cannot be provided to other potential proposers. Definitions of “government data”, “public data”, “non-public data” and “private data” can be found in Minnesota Statutes Chapter 13.
- The proposer has, in previous work for the state, helped create the “ground rules” for this solicitation by performing work such as: writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- The proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the state.

**DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST**

Having had the opportunity to review the Organizational Conflict of Interest Checklist, the proposer hereby indicates that it has, to the best of its knowledge and belief:

\_\_\_\_\_ Determined that no potential organizational conflict of interest exists.

\_\_\_\_\_ Determined a potential organizational conflict of interest as follows:

Describe nature of potential conflict:

Describe measures proposed to mitigate the potential conflict:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

If a potential conflict has been identified, please provide name and phone number for a contact person authorized to discuss this disclosure form with MAPO personnel.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone

**AFFIRMATIVE ACTION CERTIFICATION**

If your response to this solicitation is or could be in excess of \$100,000.00, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary. It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

**BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.**

Your response will be rejected unless your business:

Has a current Certification of Compliance issued by the Minnesota Department of Human Rights (MDHR) -or- Has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- We have a current Certificate of Compliance issued by the MDHR. **Proceed to Box C. Include a copy of your Certification with your response**
- We do not have a current Certificate of Compliance; However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on \_\_\_\_\_ (date). If the date is the same as the response due date, indicate the time your plan was received: \_\_\_\_\_ (time). **Proceed to Box C.**
- We do not have a Certification of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. We acknowledge that our response will be rejected. Proceed to Box C. Contact the MDHR for assistance. (See below for contact information)

**Please note:** Certificates of Compliance must be issued by the MDHR. Affirmative Action Plans must be approved by the Federal government, a county or a municipality must still be received, reviewed and approved by the MDHR before a Certification can be issued.

**BOX B – For those companies not described in BOX A**

Check below

- We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. Proceed to BOX C.

**BOX C – For all companies**

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Telephone number: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_



**For assistance with this form, contact:**

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5<sup>th</sup> St., Suite 700 St. Paul, MN 55101 TC (651) 296-5663 Toll Free: 800-657-3704  
Metro:  
Web: [www.humanrights.state.mn.us](http://www.humanrights.state.mn.us) Fax: (651) 296-9042 TTY: (651) 296-1283  
Email: [employerinfo@therightsplace.net](mailto:employerinfo@therightsplace.net)

## IMMIGRATION STATUS CERTIFICATION

By order of the Governor (Governor's Executive Order 08-01), vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

*E-Verify* program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000.00, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the Contract. All subcontractor certifications must be kept on file with the Contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this Contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

**I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Name of Company: \_\_\_\_\_

Date:

\_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Telephone Number:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title:

\_\_\_\_\_

If the Contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the Contract, the state reserves the right to determine what action it may take. This action could include, but would not be

limited to cancellation of the Contract, and/or suspending or debarring the Contract vendor from state purchasing.

**For assistance with the *E-Verify* Program**

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

**For assistance with this form, contact:**

Mail: 112 Administration Building, 50 Sherburne Avenue, St. Paul, Minnesota 55155

E-Mail: [MMDHelp.Line@state.mn.us](mailto:MMDHelp.Line@state.mn.us)

Telephone: 651-296-2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1-800-627-3529



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
-------------------

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
	INSURER B :	
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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## Appendix C: MAPO TAC & Policy Board Membership

### **Mankato/North Mankato Area Planning Organization Policy Board**

Tim Auringer – City of Eagle Lake

Jack Kolars – Nicollet County

Mike Laven – City of Mankato

Mark Piepho – Blue Earth County (chair)

Dan Rotchadl – Mankato Township

James Whitlock – City of North Mankato

### **Mankato/North Mankato Area Planning Organization Technical Advisory Committee**

Sheri Allen – Mankato Area Public Schools (District #77)

Ronda Allis – MnDOT (District 7)

Jennifer Bromeland – City of Eagle Lake

Paul Corcoran – Minnesota State University, Mankato

Karl Friedrichs – Lime Township

Michael Fischer – City of North Mankato

Seth Greenwood – Nicollet County

Scott Hogen – Mankato Area Public Schools (District #77)

Paige Attarian – City of Skyline

Jeff Johnson – City of Mankato

Curt Kloss – Leray Township

Mandy Landkamer – Nicollet County

Craig Smith – Belgrade Township

Leroy McClelland – South Bend Township

Ed Pankratz – Mankato Township

Sam Parker – MnDOT District 7

Craig Rempp – Mankato Transit System

Dan Sarff – City of North Mankato

Shawn Schloesser – Region Nine Development Commission

Ryan Thilges – Blue Earth County (chair)

Paul Vogel – City of Mankato