

SE MN TMO Study Project:

Questions, Answers and Clarifications

March 26, 2024

1. Is there an expectation that any of the steering committee or stakeholder meetings will be held in person versus virtually? If yes, how many?
 - A. *There is no preconception as to how many of these meetings will be held in person, as there is an inherent respect for the consultant's ability to employ methods that will lead to an acceptable outcome. A core belief of the SE MN Together Transportation Action Team, though, is that in-person meetings foster the development of strong and trusting relationships which are more likely to lead to a mutually held understanding of this project and will enhance the ability to successfully implement the TMO, if found to be feasible. The consultant is encouraged to consider both the short-term and long-term benefits of in-person meetings, to balance those benefits with the cost thereof, and to provide any explanation one might deem necessary.*

2. Insurance policies are considered proprietary information. Can you please confirm that the City is requesting the right to review full policies as opposed to being provided with sufficient proof of coverage? Under what circumstances would such an option be exercised?
 - A. *It is not necessary to submit your company's insurance policy to the City. Simply submit a Certificate of Insurance that demonstrates the appropriate coverage is in place. The purpose of listing the City of Chatfield, State of Minnesota, Community & Economic Development Associates and SE MN Together as an Other Insured on the General Liability policy is to protect them against any liability associated with the methods, means and product of the consultant.*

3. City of Chatfield reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of proposers.: In this statement from the RFP, we would like to know if you mean that we cannot negotiate the terms specifically in the RFP (eg, insurance, conflict of interest, etc.) or that final terms and conditions are negotiable? Can you provide us with a sample contract to review?
 - A. *The clause referenced in this question is not meant to exclude any specific item from negotiation, rather, it is intended to provide the City the ability to simultaneously negotiate with more than one firm.*

A draft contract is attached, but is only a draft, still needing the approval of the City's legal department and the State of Minnesota Compliance Office.

4. As the project goes into 2025, it would be useful to know and have documented if for billing will be using a fully loaded rate set for the contract term (and thus pre-escalated), standard rates that we can escalate next year, or direct rates + multipliers.

- A. *The City does not make any assumptions regarding the consultant's billing rates nor does it desire to dictate the consultant's practices in this regard. Please specify the billing rates that are currently in place and describe how those rates might change during the course of the project, if at all. Because funding for this project is solely available from the grant provided by the State of Minnesota, and to ensure that the project can be completed with that funding, **the proposal must provide a not-to-exceed price/fee for the entire project.***
5. Does the hard copy version of the proposal need to be delivered by 2:00p on 4/1, or will you accept a postmarked date of 4/1?
- A. *The hard copy version of the proposal must be postmarked no later than April 1. The electronic copy of the Proposal must be received by the City Clerk as stated in the RFP.*
6. Will the legislative grant be used towards a three-year implementation of a TMO as well, or is it to be used solely on this planning process?
- A. *The grant will not be used toward implementation of a TMO per se, however, if a TMO is determined to be feasible, it is expected that a draft implementation plan will be included as an outcome of this study.*
7. Task 3.5 mentions the need to document the economic benefits of a TMO. Can you clarify what level of detail is desired for an economic analysis?
- A. *The analysis should demonstrate the economic benefits for the region as whole, as well as parsing out the benefits for Rochester, medium-sized communities, and small communities. The results of the analysis should be presented in such a way that the various stakeholder groups within the region will easily understand the economic impact as it relates to their point of interest.*

The underlying premise is that the analysis will be both quantitative and qualitative, including but not limited to, the anticipated impact on local traffic congestion, potential cost savings for commuters and businesses, improvements in air quality, any expected positive effects on local real estate values due to enhanced accessibility and reduced commuting times and an analysis of potential job creation associated with TMO services. A comprehensive view that not only highlights the direct financial benefits of a TMO but also showcases the broader economic impact on the region and environment is desired. The incorporation of case studies or examples from existing TMOs with similar contexts would be valuable.

Given the complexity and potential cost of any economic analysis, each consultant should present their own approach to conducting such an analysis, the above-stated premise notwithstanding.

Contract for Professional Services

DRAFT

This contract is made and entered into by the City of Chatfield, a Minnesota municipal corporation, hereafter “City”, and _____, a corporation of the State of _____, hereafter “the Contractor”, to define the terms by which the Contractor shall provide professional and technical services to create an transportation management organization study for City.

I. Agreement scope and purpose. City retains the Contractor to perform to its benefit the services described in paragraph II, to the end of producing a comprehensive assessment and financial plan for a transportation management organization to serve the 11-county region of southeast Minnesota.

II. Services to be provided to City. The Contractor agrees to provide the services described in its proposal for services to City dated _____ and attached to this contract as Exhibit A.

III. Obligations of City.

A. City shall reimburse the Contractor in an amount not to exceed \$ _____ as outlined in Exhibit A.

B. City shall be responsible to provide payment to the Contractor within 30 days of the submission of each invoice provided by the Contractor.

IV. Obligations of the Contractor.

A. The Contractor is performing services as an independent contractor. Accordingly, the provision of staff by the Contractor to provide professional and technical expertise to City under this Agreement neither creates a release of the Contractor’s staff to employment at City nor makes such staff subject to supervision by City.

B. The Contractor has no authority or right, express or implied, to assume or create any obligation or responsibility on behalf of City or to bind City in any manner. The Contractor will not represent the contrary, either expressly or implicitly, to anyone.

C. The Contractor is solely responsible for payroll tax responsibilities related to each of its staff persons whose time is provided under this Agreement.

D. The Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, the Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer’s Liability. Insurance **minimum** limits are as follows:

\$100,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$100,000 – Bodily Injury by Accident

E. The Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this Agreement whether the operations are by the Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor under the contract. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence

\$2,000,000 – annual aggregate

\$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

City, the State of Minnesota, CEDA, and SE MN Together named as an Additional Insured, to the extent permitted by law.

F. The Contractor is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations under this Agreement, and in case any work is subcontracted the contractor will require the subcontractor to maintain Commercial Automobile Liability insurance. Insurance **minimum** limits are as follows:

\$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned Automobile

G. The Contractor is required to maintain professional/technical and errors and omissions insurance. This policy will provide coverage for all claims the Contractor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Contractor's professional services required under the contract.

The Contractor is required to carry the following **minimum** limits:

\$2,000,000 – per claim or event

\$2,000,000 – annual aggregate

Any deductible will be the sole responsibility of the Contractor and may not exceed \$50,000 without the written approval of City. If the Contractor desires authority to have a deductible in a higher amount, the Contractor shall so request in writing, specifying the amount of the desired deductible and providing financial documentation by submitting the most current audited financial statements so that City can ascertain the ability of the Contractor to cover the deductible from its own resources.

The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement and the Contractor shall maintain such insurance for a period of at least three (3) years, following completion of the work. If such insurance is discontinued, extended reporting period coverage must be obtained by the Contractor to fulfill this requirement.

H. The Contractor must provide proof of insurance and failure to secure or maintain insurance as described in this Agreement may be cause for early termination of this Agreement without further compensation.

I. The Contractor shall be responsible to invoice City for services provided under this Agreement on a periodic basis, no more frequently than monthly.

V. Period/Termination. This Agreement commences upon execution by both parties and terminates upon the Contractor’s successful delivery the of services outlined in Exhibit A to City, unless otherwise specifically agreed to by the parties in writing.

VI. Entire Agreement. This Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement represent the final expression of the parties’ intent and agreement between the parties relating to the subject matter of this Agreement. This Agreement contains all the terms the parties agreed to related to the subject matter and replace all the parties’ previous discussions, understanding, and agreements relating to the subject matter.

VII. Construction of Agreement. This Agreement is to be performed and construed under Minnesota law and supersedes any and all prior agreements and contains the entire agreement of the parties.

_____, Inc.

By _____

Its _____

Date _____

City of Chatfield

By _____ By _____

Its _____ Its _____

Date _____ Date _____