DESTINATION MEDICAL CENTER
ROCHESTER, MN

REQUEST FOR PROPOSAL
MARKET ANALYST

Issued as of November 13, 2013

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REQUEST FOR PROPOSAL FOR
DESTINATION MEDICAL CENTER
CITY OF ROCHESTER, MINNESOTA

1.1 INTRODUCTION

The Destination Medical Center Non-Profit Economic Development Agency (the "EDA"), pursuant to its contract with the Destination Medical Center Corporation (the "DMCC"), a public, non-profit corporation organized under the laws of the State of Minnesota, is seeking a qualified professional firm (the "Subconsultant" or "Respondent") to assist in the planning and establishing a development plan (the "Development Plan") for the Destination Medical Center project (the "DMC Project") in Rochester, Minnesota, as is further described in this Request for Proposal ("RFP"). The EDA is a private, nonprofit corporation established under Laws of Minnesota, Chapter 143 (2013-2014 Regular Session), Article 10, and Minnesota Statutes, Chapter 317A (the "Governing Acts").

The Subconsultant's Work shall be incorporated into a comprehensive Development Plan, the purpose of which is to guide development and investment on the DMC Project over a 20-year period. The goals of the DMC Initiative and the objectives of the DMC Development Plan have been established by the DMCC Board of Directors as:

A preliminary outline of the content of the Development Plan is included as Exhibit A to this RFP. The EDA shall oversee and coordinate the work of the Subconsultant and other planners, advisors and consultants on the Project. Coordinating with the EDA, the Subconsultant shall be responsible to perform the Scope of Work described in **Exhibit B** to this RFP.

The issuance of this RFP constitutes only an invitation to submit proposals to the EDA. It is not to be construed as an official and customary request for bids, but as a means by which the EDA can facilitate the acquisition of information related to the purchase of services. Any proposal submitted as provided herein constitutes a suggestion to supply information/negotiate and NOT A BID.

The EDA reserves the right to determine, in its sole and absolute discretion, whether any aspect of the proposal satisfactorily meets the criteria established in this RFP, the right to seek clarification from any Subconsultant(s), the right to negotiate with any Subconsultant(s) whether or not they submitted a proposal, the right to reject any or all proposals with or without cause, and the right to cancel and/or amend, in part or entirely, the RFP.

The RFP does not commit the EDA either to award a contract or to pay for any costs incurred in the preparation of a proposal. Submission of a proposal as provided herein shall neither obligate nor entitle a prospective Subconsultant to enter into an Agreement with the EDA.

It is understood that any proposal received and evaluated by the EDA can be used as a basis for direct negotiation of the cost and terms of a contract between the EDA and the particular firm submitting such a proposal. The EDA reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether or not such firm has submitted a proposal. In submitting this proposal, it is understood by the Subconsultant that the EDA reserves the right to accept any proposal, to reject any and all proposals and to waive any irregularities or informalities that the EDA deems is in its best interest.

Evaluation of proposals by staff or by any other group are advisory only; the EDA may consider or reject such evaluation(s) for any or all proposals, such evaluations are for the sole benefit of the EDA, and as such, they are not binding upon the EDA nor may they be relied upon in any way by a Subconsultant.

In the event that this RFP is withdrawn by the EDA for any reason, including but not limited to, the failure of any of those things or events set forth herein to occur, the EDA shall have no liability to Subconsultant for any

costs or expenses incurred in connection with this RFP or otherwise. Accordingly, each proposal should be submitted in the most favorable terms of costs and programmatic considerations and in a complete and understandable form. The EDA reserves the right to request additional data, oral discussion, or a presentation in support of the written proposal. The EDA is not obligated to respond to any proposal submitted nor is it legally bound in any manner whatsoever by the submission of a proposal. It is the intention of the EDA to enter into a contract with the firm(s) with which the EDA can make the most satisfactory arrangements for its needs.

The EDA has broad rights with respect to the procurement and contracting processes as detailed in this proposal. The EDA may decide to contract with more than one entity to develop the services contemplated herein.

This Request for Proposals ("RFP") outlines the services, procedures and requirements that have been set forth by the EDA for the selection of a Subconsultant to represent the EDA in completing the work described herein (the "Scope of Work").

1.2 PROJECT DESCRIPTION

The Destination Medical Center ("DMC") initiative is one of the largest and most innovative economic development strategies ever undertaken in Minnesota. Its purpose is to secure Rochester's and Minnesota's status as a global medical destination now and in the future.

Rochester is a growing city, located approximately 70 miles southeast of the St. Paul/Minneapolis Metropolitan Area. The current population of the City is approximately 108,000 residents, with a projection to grow to 145,000 – 150,000 by the year 2030.

While Rochester is known worldwide for Mayo Clinic, the city is evolving to become a hub for medical education, research and innovation. Rochester is a regional employment center for southeast Minnesota, with a current employment base of approximately 105,000 jobs. The U.S. Bureau of Labor Statistics estimates that the labor force within Rochester is 59,000 persons, meaning that the city supports employment that doubles its local workforce population.

Approximately 51,500 workers commute into the City based on 2011 LEHD and City data. Some 35,000 of these persons are estimated to commute downtown. In addition to the employment base, Rochester is estimated to attract more than 3 million visitors per year, most of who stay in hotels, attend events and/or appointments within the downtown core.

The DMC is a major economic development initiative that will drive significant new job growth and tax base for future generations. The DMC will significantly increase and accelerate the demand for private development and public infrastructure in this market. The target of the DMC is to grow the employment base by some 35,000 – 45,000 jobs and to more than double the visitation from the Mayo Clinic patients/companions, business travelers, convention/event goers and other visitors to the City, and particularly the downtown core.

In June 2013, the Governor of Minnesota signed into law the DMC Legislation (Laws of Minnesota, Chapter 143 (2013-2014 Regular Session), Article 10, which provides for $585 million in State and local funding over a 20 year period to support public infrastructure projects. The legislation created two new entities charged with the responsibility to plan, facilitate and/or oversee the Development Plan process, including:

The Destination Medical Center Corporation (the "DMCC"): a public non-profit corporation, the purpose of which is to oversee the development, planning and implementation of DMC strategies. The DMCC's board is structured to provide the primary stakeholders representation in key decisions related to planning, strategies and investments of the DMCC.

The Non-Profit Economic Development Agency (the "EDA"): a private non-profit corporation, the primary purpose of which is to provide services to the DMCC, to develop, plan and implement DMC Strategies. The services of the EDA are specifically enumerated in the legislation.

In addition to the two entities created under the legislation, the City of Rochester (City), Olmsted County (County) and the State of Minnesota will remain actively involved in the Project. In terms of public funding and financing, as provided under the DMC Law, the City not only provides a significant contribution of public funds, assists the DMCC with its financial administration, and disburses authorized funding by the State and the County, it may also issue bonds to further support the Project. The EDA and its Subconsultant(s) will work in close coordination with the City and its financial consultants on a wide variety of financial issues.

It is anticipated that the DMC initiative will result in $5.6 billion in private investments including Mayo Clinic and other private investors, and $585 million for public infrastructure and transportation projects.

1.4 SCOPE OF WORK

The Subconsultant will need to work in a collaborative process with the EDA (including with other Subconsultants), DMCC Board of Directors, the City of Rochester, Olmsted County, Mayo Clinic, the University of Minnesota-Rochester and the community to establish the Development Plan. At a minimum, the Subconsultant's Work should be coordinated with the following plans that impact the project area:

Existing Documents:

1. Rochester Downtown Master Plan ("RDMP"), August 2010, Adopted as part of the City's Comprehensive Plan in June, 2012
2. Rochester Zoning Code
3. UMR Master Plan and Programming Documents
4. Mayo Clinic Five Year Plan Update, November 2011

Documents in Planning Phase:

Importantly, the City is also performing work that relates to the Project. Specifically, the City is separately undertaking an updated Comprehensive Plan for the entire City, as well as a Regional Transportation Plan in

2014, the timing of which will overlap with the completion of the DMC Development Plan. The EDA and EDA's Subconsultant(s) will work closely with the City to coordinate the DMC Development Plan with the City's Comprehensive Plan and Regional Planning studies. The EDA will coordinate the work performed by Subconsultant(s) with the work performed by the City to ensure efficient sharing and use of information, and, to the extent practicable, to avoid unnecessary duplication of efforts.

1. Rochester Comprehensive Plan, To Be Completed 2014/2015
2. Rochester Transportation Study, To Be Completed 2014/2015

The full scope of work ("Scope of Work") to be performed by the Subconsultant is outlined in **Exhibit B** to this RFP.

1.5 PUBLIC PARTICIPATION

Public participation is a key strategy of the DMC Development Process. A public process has been adopted by the DMCC Board which includes opportunities for visioning, information gathering and substantive input on the progress of the Development Plan through public forums, outreach activities and social media activities. The EDA shall coordinate the public input process. The Subconsultant(s) shall work with the EDA to facilitate the public input process, develop materials and organize/incorporate feedback into the Development Plan.

1.6 PROJECT SCHEDULE

A tentative schedule for the Development Plan process is included below. The schedule is preliminary in nature and may be adjusted at the EDA's sole discretion.

The following Project Schedule is adopted for the Project as part of this Scope of Work.

	RFP PROCESS / TIMELINE
EDA Issues Primary Development Plan RFP's	November 13, 2013
RFP Information Session (In Rochester)	December 3, 2013

RFP Deadline	December 10, 2013
Subconsultants Shortlisted	December 17, 2013
Subconsultants Interview	January 6-7, 2015
Selection of Subconsultants	January 10, 2015
DMCC Board Meeting – Introduce Subconsultants / Recommendations for Approvals As Applicable	January 16, 2015
Execution of Contracts (No Later Than)	January 20, 2015

1.7 QUALIFICATION REQUIREMENTS

Each Subconsultant must demonstrate knowledge and experience in the area(s) for which Services are proposed. The firm or entity and the individuals proposed for the Project must have recent experience with a project(s) of similar or greater scope and complexity and direct experience with the urban design of a downtown city within the past five (5) years. The specific criteria to be considered by the EDA in the selection of the Subconsultant firm including but not limited to:

1. Experience of the proposed project personnel;
2. Time availability and commitment of the proposed project personnel to the Project;
3. Accessibility of Subconsultant's office and staff to the project site;
4. Creativity and/or knowledge of user requirements as demonstrated by the Subconsultant;
5. Experience of the firm or entity in similar project(s);
6. Commitment to diversity;
7. References for the personnel and firm;
8. Competitiveness of proposal;
9. Acceptance of Consulting Services Agreement and its attached Scope of Work

1.8 PROPOSAL REQUIREMENTS

Firms interested in responding to this RFP should deliver six (6) copies of the written proposals to EDA at the address below no later than 12:00 Noon (CST) on December 10, 2013. The proposals should be provided in both hard copy and electronic form. The electronic form of the document may be emailed or sent on a disk

accompanying the proposal. Delivery of only an electronic copy of the proposal is not acceptable. A facsimile copy is also not acceptable. Proposals received after the deadline, or which do not comply with the requirements of this RFP shall be rejected. The address to which proposal should be sent is:

DMC Economic Development Agency

Attention: Lisa Clarke, Executive Director

C/O: Mayo Clinic Public Affairs Department

200 First St SW

Rochester, MN 55905

(507) 266-4399

All questions should be directed via email to the person(s) listed below. Questions should be forwarded to the person(s) listed below no less than three (3) days prior to the submission deadline. The person(s) listed below will do his/her best to respond to any questions prior to the submittal but failure to do so will not result in an extension of the deadline.

Lisa Clarke, Executive Director of EDA, Clarke.Lisa@mayo.edu

Additionally, on December 3, 2013 the EDA will host a RFP informational session in Rochester, Minnesota. The meeting will be held from 10:00am to Noon at the Mayo Civic Center. Representatives of the EDA will be available to provide information and answer specific questions related to the proposal.

Proposals for Subconsultant Services must include the following material and information:

Section 1: Cover letter (Limit to 2 Pages);

Section 2: Brief summary of the firm's qualifications and experience;

Section 3: Organizational chart of the Subconsultant's personnel to be assigned to the Project and a matrix of time commitment and availability of these personnel;

Section 4: Resumes of personnel assigned by the Subconsultant to the Project, including:

i. Relevant experience

ii. Summary of current workload for each individual;

Section 5: Three (3) references for the firm or entity, all for projects executed in last five (5) years. All three (3) projects should have been led by the senior staff person proposed to lead this Project. At least two (2) should include senior staff members that are proposed for this Project Team;

Section 6: Description(s) of any other subconsultants, contractors, service providers or advisors to be proposed to be employed by the Subconsultant;

Section 7: A brief (bullet) description of the work and deliverables and/or materials to be completed and/or reviewed in each month of the Project. The schedule should follow the general schedule for completion of work included in this RFP. The Subconsultant should also provide its comments to the schedule with this submittal;

Section 8: A proposed fee schedule (in the form attached in **Exhibit B-3**)

Section 9: A commitment to diversity evidenced by such factors as the actual diversity among its existing or proposed team members or the existence of an affirmative action plan addressing the diversity issues.

Section 10: Insurance Certificates (see **Exhibit B-2**);

Section 11: Written description of current litigation involving the Subconsultant;

Section 12: Confirmation of Acceptance of Base Form and Comments to the Consulting Services Agreement and Scope of Work (See **Exhibit B**);

Section 13: Supplemental Information. Inclusion of such information is option and should only be included if information is specifically relevant to the scope of work outlined herein; and

Section 14: Acknowledgement and Attestation Form (See **Exhibit C**)

The Proposal must be provided in an 8.5" x 11" folder and tabbed (or separated) to correspond to the list of submittal requirements outlined above. Subconsultants must provide all of the information required in each of the above referenced sections. Failure to do so may cause that Subconsultant **to be disqualified** from consideration by the EDA.

The EDA may elect to conduct oral interviews with selected Subconsultants after review of each firm's Proposal. The EDA reserves the right to short-list firms for interviews or to interview all Subconsultants.

Nothing contained in this Request for Proposal shall be considered a commitment by the EDA to award a contract or compensate any Subconsultant for costs incurred in the preparation of a proposal in response to this RFP. Each Subconsultant expressly waives any and all rights to materials or documents submitted in response to this RFP.

If selected, the Subconsultant agrees to negotiate the Consulting Services Agreement and Scope of Work in good faith with the EDA. Selection of a Subconsultant(s) shall not be considered a commitment by the EDA until such time as the Consulting Services Agreement is executed by both the EDA and selected Subconsultant. The EDA is not responsible for any costs incurred by a Subconsultant in connection with the review, negotiation and/or execution of the Consulting Services Agreement.

The EDA reserves the right to approve or reject any and all personnel employed by the Subconsultant assigned to the Project and any Subconsultants proposed for the Project. The EDA will receive and review all Proposals in its discretion and according to the process that it develops, and the EDA reserves the right to accept or reject any and all portions of Proposals submitted in response to this RFP. Furthermore, the EDA reserves the right to reject any and all Proposals or to waive informalities in any Proposal or to accept any Proposal in its sole and absolute discretion. It is intended that award of this Proposal will be made to the Subconsultant who is responsive, competitive, and qualified to perform the work as determined in the sole and absolute discretion of the EDA.

1.9 CONTRACT AWARD AND CONTRACT

1. **Award Discretion** - While the EDA may ultimately decide to enter into a contract with that person or firm with which the EDA can make the most satisfactory arrangement for meeting its needs, the EDA is not obligated to award any contract or respond to proposals submitted, nor is it legally bound in any manner whatsoever by the submission of a proposal.

2. **Multiple Firms** - The EDA may retain more than one (1) firm. If a Proposal is limited to certain responsibilities, the Proposal must clearly state the work proposed to be performed, and the items not included in the Proposal.

3. **Changes -** The EDA shall have the right at all times to require changes in, additions to, or deletions from the work contemplated by the contract documents, and the same shall in no way make void the contract. Changes and additions resulting in increased costs shall be made only pursuant to a written contract amendment issued by the EDA and bearing the acceptance endorsement of the Subconsultant. Deletions from the scope of work required may be made at the sole discretion of the EDA.

4. **Evaluation of Proposals -** Proposals will be evaluated by a sub-committee made up of members of the EDA Board of Directors. A maximum of three (3) Subconsultants will be short-listed for in-person interviews. Interviews will be conducted in Rochester by members of the EDA sub-committee. The EDA sub-committee shall make recommendations to the EDA Board of Directors. The EDA Board of Directors shall select the Subconsultant to be retained for the project.

   Additionally, the EDA will bring forward to the DMCC for approval those Subconsultants that the EDA and DMCC Board chairs agree are of material significance or interest to the community.

5. **Evaluation Factors** - Evaluation factors shall include, but are not limited to, the following:
   a) Subconsultant's expertise and experience.
   b) Subconsultant's key staff proposed to be assigned to perform work for the Authority
   c) Subconsultant's past performance.
   d) Subconsultant's telephone or in-person interview, if requested.
   e) Hourly Billable Rate (Cost)
   f) Subconsultant's commitment to diversity.

6. **Criteria Compliance** - The EDA reserves the right to determine, in its sole and absolute discretion, whether any aspect of a Proposal satisfactorily meets the criteria established in this RFP.

7. **Additional Information Requests** - The EDA reserves the right to request additional information from Subconsultants during any phase of the proposal evaluation process. During the evaluation and selection process, the EDA may require the presence of Subconsultant's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.

8. **Conditions of Award -** The EDA may elect not to award a contract solely on the basis of this RFP, and will not pay for the information solicited or obtained. The information obtained will be used in determining the alternative that best meets the needs of the EDA.

1.10 OTHER GENERAL PROVISIONS

1. **Confidentiality** - Information supplied by the Subconsultant to the EDA is subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Sections 13.01 et seq. Such information shall become public unless it falls within one of the exceptions in the Act, such as security information, trade secret information, or labor relations' information pursuant to Minnesota Statute Section 13.37. If the Subconsultant believes any non-public information will be supplied in response to the RFP, the Subconsultant shall take reasonable steps to identify and provide reasonable justification to the EDA regarding which data, if any, falls within the Minnesota Government Data Practices Act exceptions. However, the Subconsultant agrees as a condition of submitting a proposal that the EDA will not be held liable or accountable for any loss or damage which may result from a breach of confidentiality as may be related to the responses submitted.

   The EDA will not consider any cost information and references submitted by the Subconsultant to be non-public, confidential or trade secret material. Simply stating that the document is confidential or making a blanket claim of confidentiality without proper supporting justification is also not a valid reason to declare the document confidential.

2. **Modification or Withdrawal of Proposal** - Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. No oral, telephonic, e-mail, or facsimile (FAX) proposals or modifications will be considered.

   A Proposal may not be modified, withdrawn, or canceled by the Subconsultant for a period of three (3) months following the time and date designated for receipt of Proposals. Any such modification, withdrawal or cancellation shall be submitted in writing to the Contact Person.

   Before the time and date designated for receipt of Proposals, no Proposal may be released or physically withdrawn, but any Proposal submitted may be modified, canceled, or withdrawn by written notice to said Contact Person. Such notice shall be in writing over the signature of Subconsultant. The original over the signature of the Subconsultant shall be mailed and received on or before the date and time set for receipt of Proposals, and it shall be so worded (if original Proposal is modified) so as not to reveal the amount of the original Proposal. Written withdrawal or cancellation by Subconsultant of a Proposal prior to the Proposal opening will nullify the Proposal. However, the original Proposal shall not be physically returned to the Subconsultant until after the time for receipt of the Proposals.

   Withdrawn or canceled Proposals may be resubmitted up to the time designated for the receipt of Proposals, provided that the resubmitted proposal is in conformance with this RFP.

3. **Equal Opportunity Statement –** Subconsultant agrees to comply with the provisions of all applicable federal, state, and local laws and regulations pertaining to civil rights and nondiscrimination.

4. **Non-Discrimination –** Subconsultant will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, sex, national origin, affection preference, disability, age, marital status, status with regard to public assistance, or status as a disabled veteran or veteran of the Vietnam era. Such prohibition against discrimination shall include, but not be limited to,

the following: employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training.

5. **Extension of Time** - The EDA reserves the right to extend the proposal due date. If a Subconsultant needs an extension of time to prepare the proposal a written request should be forwarded no later than two (2) business days prior to the due date of this RFP. The request should be directed to the address noted in Section 1.8, Contact between Subconsultant and the EDA - Questions. The granting of an extension will be based on the number of such requests, and the reason(s) for each request. The EDA reserves the right to extend the submission deadline only at the discretion of the EDA and not at the mere request of the Subconsultant(s). In the event of an extension, prospective Subconsultant(s) will be notified immediately and appropriate addenda will be issued.

6. **Addenda** - The EDA reserves the right to add, change, or delete any provision or statement in the RFQ/RFP at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFQ/RFP, addenda to the RFP will be provided to all Subconsultants assure receipt of all addenda.

7. **Right to Withdraw RFP** - The EDA reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFP for any reason and at any time with no liability to any prospective Subconsultant for any costs or expenses incurred in connection with the RFP or otherwise.

EXHIBIT A

DMC DEVELOPMENT PLAN

CONTENT OUTLINE

Attached with this Exhibit A is a preliminary outline of the structure and content of the Development Plan. The Development Plan will be complementary to City, County and regional planning documents. This outline is preliminary in nature subject to change as the project moves forward.

DEVELOPMENT PLAN – PRELIMINARY OUTLINE OF CONTENT

1.0 Introduction

- Statement of Purpose / Recitals
- Overview of Planning Process
- Statement of Goals & Objectives (General / Specific to State & Local)
- Definitions

2.0 Project Status Update

- Current Project Status – Planned vs. Implemented
  - Development, Land Use and Public Infrastructure
  - Transportation and Transit Improvements
  - Strategic Partnerships and Alliances
  - Programs and Services
- Report on Targeted Investments & Economic-Fiscal Impacts Achieved
  - Estimated Total Private Investment
  - Fiscal Impacts – State, Region, County and City
  - Jobs Impacts
  - MBE / WBE and Other Targeted Reporting
    - Report on Progress of Workforce Development Programs
    - MBE / WBE / SBE Reporting
- Summary Report - Statement of Findings, with Evidence
  - Finding #1 - Sufficient to indicate relationship to state / local objectives
  - Finding #2 - Affords maximum opportunity for private sector investment
  - Finding #3 - Conforms to the City's General Plan and consistent with the City's Comprehensive Plan
  - Finding #4 - Conforms to approved local / regional transportation plans

- Finding #5 - Complementary to Mayo Clinic Strategic Plan / Master Plan

3.0 Summary of Strategic Priorities (Next 5 Years)

- Strategic Initiatives and Growth Sectors (7 Core Areas)
- Economic-Fiscal Impact Projections
- Jobs and Targeted Employment Projections
- Transformation Projects/Catalysts

4.0 Population, Demographic and Market Data

- Population and Demographic Data
  - Population Growth Patterns & Trends
  - Sub-District Population / Demographic Characteristics
  - Population / Employment Projections
  - Growth Trends, Investment and Spending Patterns
- Visitation & Demand Data
  - Visitor Populations and Demographic Profiles
  - Estimated Spending Patterns
  - Infrastructure / Programming Demand Profile
- Market Research By Seven Core Focus Areas
  - Health & Wellness
  - Commercial, Research and Technology
  - Hotel and Hospitality
  - Residential / Livable City
  - Retail, Entertainment & Cultural
  - Learning Environment
  - Parks and Recreational

5.0 Master Plan

- Planning Goals & Objectives
- Definition of Sub-Districts / Methodology for Selection
- Planning Criteria & Principles
- Land Use Assumptions
  - Summary of Existing Conditions
  - Outline City Land Use Policies
  - Primary Access and Connections
  - Parks and Open Space Connections
- Neighborhood & District Development Plans
  - Summary of Seven Core Areas of Focus / Districts
  - Recommendations for Highest & Best Use / Program By Area
  - Building Height, Scale & Density Considerations
  - Framework for Streetscape Guidelines
  - Framework for Site & Building Design Guidelines
  - Signage & Wayfinding
  - Incentive Programs & Bonuses

    - Phasing Strategies
- Environmental & Sustainability Targets
    - Climate Analysis
    - Solar Access / Street Orientation
    - Outline Construction and Building Incentives / Programs
    - Public Sustainability Plan / Targets
- Historic District & Preservation Planning
    - Inventory of Historic Landmarks & Assets
    - Inventory of Historic Districts
    - Planning Criteria
- Transportation & Transit Corridors
    - Vehicular Traffic and Circulation
    - Public Transit / Multi-Modal Circulation
    - Alternate Transportation / Pedestrian / Bike Path Circulation
- Signage and Wayfinding Requirements
- Coordination with Infrastructure / Transit Plans

6.0 District Infrastructure Master Plan (Non-Transportation)

- Planning Goals & Objectives
- Priority Investment Guidelines / Target Areas for Investment
- Summary of Conformance with City Comprehensive Plan / Other
- Sub-District Street & Surface Improvements
    - Street & Surface Improvements
    - Storm Sewers, Wet Utilities & Dry Utilities
    - Other (e.g. Municipal Improvements, Bridges, Skyways, Subways, etc.)
    - Project Design Criteria
    - Sub-District Street & Surface Improvements (continued)
    - Projected Development Budget / Phasing – 5 Years
    - Coordination with City Capital Improvement Plan
    - Projected Development Schedule / Phasing – 5 Years
    - Projected Annual Operations & Maintenance Budgets
- Parking Developments
    - Parking <u>Demand Analysis</u> / Coordination with <u>Transportation Plan</u>
    - Development Parcels, Programming, Coordination to Master Plan
    - Acquisition, Demolition & Site Preparation Requirements
    - Projected Development Budget / Phasing – 5 Years
    - Coordination with City Capital Improvement Plan
    - Projected Development Schedule / Phasing – 5 Years
    - Projected Annual Operations & Maintenance Budgets
- Open Space and Park Requirements
    - Open Space / Park Parcels
    - Parks / Open Space Improvements
    - Project Design Criteria
    - Projected Development Budget / Phasing – 5 Years

    - Coordination with City Capital Improvement Plan
    - Projected Development Schedule / Phasing – 5 Years
    - Projected Annual Operations & Maintenance Budgets
- Parcel Development
    - Identify Development Parcels / Criteria
    - Sites / Potential Areas for Land Assembly
    - Demolition / Site Preparation Requirements
    - Other Requirements
- Required Approvals and Outline of Contingencies

7.0 Transportation Plan

- Planning Boundaries and Requirements (Note: Improvements will be within City Boundaries)
- Goals & Objectives of Plan
- Overview of Transportation Management System Current vs. Planned
- Demand Analysis – Regional / Local
    - Growth Projections – Regionally / Locally
    - Demand Projections – Peak / Non-Peak Periods
    - Growth & Demand Management Strategies
- Regional Improvements (Coordination With City/County Planning and Identification of Potential Improvements within the City boundaries)
    - Travel & Transit Patterns and Options
    - Transportation Improvements / Phasing
    - Street Right-Of-Way, Land Use Considerations
    - Conflicts / Consistencies with Current Planning Documents
    - Projected Development Budget / Phasing – 5 Years
    - Coordination with City / County Capital Improvement Plan
    - Projected Development Schedule / Phasing – 5 Years
    - Projected Annual Operations & Maintenance Budgets
    - Coordination with Regional Railway Studies / Initiatives
- District Improvements
    - Travel & Transit Patters and Options
    - Transportation Improvements / Phasing
    - Street Right-Of-Way, Land Use Considerations
    - Conflicts / Consistencies with Current Planning Criteria
    - City Comprehensive Plan
    - Neighborhood Plans and Other
    - Projected Development Budget / Phasing – 5 Years
    - Coordination with City / County Capital Improvement Plan
    - Projected Development Schedule / Phasing – 5 Years
    - Projected Annual Operations & Maintenance Budgets

8.0 Finance Plan - Development & Investment Priorities

- Public Funding Priorities and Investment Objectives

- Detailed Sources of Funds Summary – 5 Years
  - Projected DMC State Aid, Local Match and Transit Funding
- Detailed Summary of Uses of Funds – 5 Years
  - Projections of Other Public Sources (e.g. Federal, Transit, etc.)
  - Other Revenue Sources (e.g. Fees, Contributions, Grants, etc.)
- Consolidated Project Budget (Projected) – First 5 Years
- Finance Assumptions / Bond Rating Summary
- Investment Risk Analysis
- Guidelines & Requirements for Funding Applications
- Underwriting Criteria

9.0 DMCC Business Development Priorities & Strategies

- Establish Strategy, Including Priorities, Goals and Objectives
  - Criteria for Target Investments / ROI
  - Partnerships / Business Diversification / Economic Growth
  - Business Development / Marketing Strategy
  - Phasing Strategy / Targets Next 5 Years
- Identify Opportunities for Partnerships and Business Development
- Identify Potential Resources / Investment Platforms
  - Business Development Programs
  - Venture Capital
- Establish Criteria for Targeted Business / Work Force Development

10.0 Community Outreach & Programming Priorities & Strategies

- Establish Strategy, Including Priorities, Goals and Objectives for
  - On-Going Community Engagement / Input
  - Economic Development, Business and Tourism Programs / Services
  - Phasing Strategy / Targets Next 5 Years
- Identify Opportunities for Partnerships and Collaborations
- Establish Criteria for Review of Outreach, Programs and Services

11.0 Marketing & Communication Priorities & Strategies

- Establish Marketing Strategy, Including Priorities, Goals and Objectives
  - Global, National, Regional and Local Positioning Strategy
  - Brand Development Strategies
  - Sponsorship / Promotional Strategies
  - Phasing Strategy / Targets Next 5 Years
- Communications and PR Strategy, Including Priorities, Goals and Objectives
  - Summary of Audiences / Communications Needs
  - Identify Strategies / Methods of Communications
  - Phasing Strategy / Targets Next 5 Years
- Criteria for Evaluating Marketing Proposals

12.0 DMCC Operations Plan – 5 Years

- Operating Plan Summary
- Staffing Plan Summary
- Operating Budget - 5 Years
  - Sources of Revenue (G&A, Fee, Grants, Sponsorships, etc.)
  - Projected Expenses (G&A, Project, etc.)
- Consolidated Balance Sheet
- Consolidated Income Statement
- Guidelines for Reporting / Budgetary Requests and Approvals

13.0 Exhibits

- Evidence for Findings
- Form(s) and Procedures for Funding Applications
- Forms of Development and/or Grant Agreement for Project Funding
- Form(s) of Forgivable/Low-Interest Loan Agreement

EXHIBIT B

BASE FORM OF CONSULTING SERVICES AGREEMENT, SUBCONSULTANT SCOPE OF WORK & INSURANCE REQUIREMENTS

The following provides an outline of the requirements for the base form of agreement, scope of work and insurance requirements that will be associated with the Subconsultant's Scope of Work.

Base Form of Agreement

The Subconsultant agrees to use the EDA's base form of agreement (the "Consulting Services Agreement") which shall be provided to the Subconsultant as part of the request for information and/or outline of requirements for the interview, if the Subconsultant is shortlisted for the Project. The Subconsultant shall be required to submit comments to the Consulting Services Agreement in writing to the EDA at the time of the Subconsultant's Interview. The EDA reserves the right to accept or reject comments in its sole and absolute discretion.

Scope of Work

Attached hereto as **Exhibit B-1** is a draft of the scope of work ("Scope of Work") to be attached to the Consulting Services Agreement. This Scope of Work is preliminary in nature and subject to change in accordance with the terms and conditions of the RFP. The final scope of work shall be attached as an Exhibit to the Consulting Services Agreement.

Firm(s) that desire to respond to more than one of the RFP's for the DMC Development Plan may do so. In such cases, it would be acceptable for this firm(s) to submit only one response and qualifications package. However, in additions to the requirements outlined in a specific RFP, the firm(2) must also provide:

1. A cover letter that indicates the RFP's to which the firm(s) is responding
2. Demonstrated capabilities and experience in each of the subject areas

3. A fee proposal based on the individual requirements and proposed fee schedule for each scope of work and a total for the combined scope of work proposed by the Subconsultant. The Consultant should indicate where efficiencies may be gained by this approach (e.g. project administration, reimbursable, etc.).

Additionally, for this RFP only, consultant may choose to respond to portions of the RFP (e.g. hotel/hospitality, commercial, residential analysis, etc.) based on the practice areas and expertise of a particular firm.

Insurance Requirements

Attached hereto as **Exhibit B-2** is a preliminary outline of the types and limits of insurance to be maintained by the Subconsultant. The Subconsultant is required to provide its existing Insurance Certificates as part of the response to the RFP.

Fee Proposal

Attached hereto as **Exhibit B-3** is the form for the Subconsultant's Fee Proposal.

DESCRIPTION OF DESIGNATED SERVICES
MARKET ANALYST
DMC DEVELOPMENT PLAN

BASIC SERVICES

The Basic Services to be provided by the Subconsultant are described herein.

The Subconsultant shall be part of a planning team (the "Planning Team") that will work with the EDA to complete the DMC Development Plan, including the receipt of final approvals of the document(s). The EDA will be responsible to lead the Development Plan process and to coordinate the activities of the Planning Team. The Subconsultant shall be responsible to coordinate its work with the work of the EDA, its designated representatives, other Subconsultants and other third parties assigned to the project.

The EDA will coordinate the completion of the DMC Development Plan with the City of Rochester and Olmsted County to ensure the DMC Development Plan is consistent with the City's General Plan and is coordinated with the City's Comprehensive Plan and Regional Transportation Plans, which shall be undertaken during the period of the Consulting Services Agreement. The Subconsultant shall assist the EDA in coordinating this work, including preparing and/or reviewing documents and participating in project meetings, calls and other activities as required by the EDA. .

At the request of the EDA, the Subconsultant shall provide to the EDA or the EDA's designees any reports, presentations or other information in formats as requested by the EDA.

The drawings, specifications, reports and all other documents prepared by the Subconsultant (the "Work Product") are instruments of service, and the Subconsultant shall relinquish any ownership interest in said Work Product. The Subconsultant shall use the Work Product it prepares only in the interest of the Project.

A. PROJECT ADMINISTRATION AND MANAGEMENT SERVICES

The Subconsultant shall perform the following:

.01 **Project Administration** services consisting of administrative functions associated with the work including but not limited to consultation, meeting correspondence and directing the work of its staff and any approved third parties related to the execution of this Scope of Work.

.02 **Disciplines Coordination / Document Checking** services consisting of coordinating the work of the Subconsultant with the work of other disciplines involved in the Project. The Subconsultant shall provide a complete and coordinated report for the Project.

.03 **Agency Consulting / Review** services consisting of consultation and preparation of materials to be used with the City, County, State or other agencies as may be required for the completion of work on the Project and as approved, in advance, by the EDA.

.04 **Agency-Supplied Data Coordination**, including:

.01 Review and coordination of data furnished for the Project

.02 Assistance in establishing user criteria

.03 Assistance in obtaining data, including, where applicable, documentation of existing conditions.

.05 **Schedule Development / Monitoring.** Services consisting of coordination and completion of this Scope of Work. Any changes to the Scope of Work shall require the approval of the EDA and the Consultant. The EDA shall resolve any conflicts between the Scope of Work of the Subconsultant and other third party consultants, the City, the County or outside stakeholders.

.06 **Presentation.** Services consisting of presentations and recommendations by the Subconsultant to the EDA, DMCC, and other groups as requested by the EDA, including at Public Forums to receive input on the progress of the documents.

.07 **Third Party Work and Administration.** With the written approval of the EDA, the Subconsultant may retain third parties to assist in the completion of the work. The EDA shall have the right to review and approve the firm(s), the form of contract and the scope of work to be undertaken by said third party. EDA approval shall be provided at its sole and absolute discretion. Administration of the work of said third party shall be the responsibility of the Subconsultant, including without limitation:

.01 Establishing procedures and documentation for the qualification and selection of third parties for all phases of the work

.02 Providing a detailed summary and analysis of all third party proposals for review and approval by the EDA

.03 Negotiating a contract for services in accordance with the terms and conditions of the Consulting Services Agreement

.04 Providing the EDA with copies of the contract for services and any other agreements by and between the Subconsultant and the third party in a form acceptable to the EDA

.05 Administering all contracts and agreements with the third party

B. MARKET ANALYSIS SERVICES

.01 Base Document Review consisting of:

.01 Review of all Project data and previously prepared design studies, including without limitation:

1. Rochester Downtown Master Plan ("RDMP"), August 2010, Adopted as part of the City's Comprehensive Plan in June 2012
2. UMR Master Plan and Programming Documents
3. Mayo Clinic Five Year Plan Update, November 2011
4. City of Rochester Capital Improvements Plan
5. Infrastructure Master Plan for Rochester, Minnesota, April 2013

And other documents as may be provided by the EDA, City or County.

.02 District Analysis consisting of:

.01 General location, boundaries and orientation of the planning area(s), landscape and physical characteristics of the property

.02 Regional and local relationship of the area

.03 On-site observations

.04 Review of overall area analysis and evaluation

.03 Demographic and Market Research consisting of analysis, preparation and comparative evaluation of area, based on:

.01 Population and demographic data, growth patterns and trends

.02 Sub-district population and demographic characteristics

.03 Population and employment projections

.04 Growth trends, market trends, investment and spending patterns

.05 Visitation and demand data

.06 Visitor spending patterns

.07 Infrastructure and programming demand profile

.08 Market research by seven (7) core focus areas

a. Health and Wellness

b. Commercial, Technology and Research

c. Hotel/Hospitality

d. Retail, Dining, Arts and Entertainment

e. Learning Environment

f. Sports and Recreation

g. Livable City, Residential

C. DELIVERABLES

At a minimum, the Consultant will provide the following materials under this Scope of Work:

.01 **On-Going Documentation.** The Consultant shall provide the EDA and Project Manager updates as requested by the EDA for their review and comment based on the Scope of Services outlined above and the schedule for completion outlined herein. The Consultant shall make changes to the documents as requested by the EDA and.

.02 **Review of Materials and Issuance of Final Deliverables.** All deliverables shall be issued in draft form upon the completion date outlined herein and the EDA shall be given the opportunity to review, comment and request reasonable changes and/or additions prior to issuance of the final version of said deliverable. Notwithstanding the foregoing, the targeted date for completion of the work will be automatically extended as needed to provide the EDA additional time to review the deliverables and the Consultant additional time to make changes to the deliverables in accordance with this provision of the Contract.

.03 **Participation in Meetings, Work Sessions and Calls.** The Consultant shall be required to participate in bi-weekly meetings, work sessions and/or conference calls or as otherwise reasonably required by the EDA to complete the Scope of Work. The Consultant shall attend at least one meeting every other month in person or as otherwise directed by the EDA.

In addition to the above, the Consultant will be required to present its findings to the EDA Board of Directors and the DMCC Board of Directors prior to completion of the Final Development Plan. Furthermore, the Subconsultant may be asked to attend meetings held by the City or others

during the sixty (60) day comment period. The "in person" meetings will be coordinated to maximize the efficient use of the time and resources to the extent practicable.

.04 **Population and Demographic Data.** The Consultant shall complete a population and demographic data analysis study in coordination with the EDA and Project Manager. The population and demographic data analysis study will include the following:

.01 Population growth patterns and trends
.02 Sub-district population and demographic characteristics
.03 Population and employment projections
.04 Growth trends, market trends, investment and spending patterns

.05 **Visitation and Demand Data.** The Consultant shall complete a visitation and demand analysis study in coordination with the EDA and Project Manager. The visitation and demand analysis study will include the following:

.01 Visitor populations and demographic profiles
.02 Estimated visitor spending patterns
.03 Infrastructure and programming demand profiles and phasing

.06 **Market Research by Seven Core Focus Areas.** The Consultant shall complete a market research study based on the seven (7) core focus areas identified in the legislation in coordination with the EDA and Project Manager. The market research study will include the following:

.01 Health and Wellness
.02 Commercial, Research and Technology
.03 Hotel / Hospitality
.04 Retail, Dining, Arts and Entertainment
.05 Learning Environment
.06 Sports and Recreation
.07 Livable City, Residential

.08 **Preliminary and Final Market Research Report.** A preliminary (to facilitate comment) and final (for approval/adoption) market research report shall be completed by the Consultant in conformance with the Project Schedule included in this Scope of Work. The documents must, at a minimum, include the following:

.01 Population and demographic data

.02 Visitation and demand data

.03 Market research by seven core focus areas

.04 Format for the Economic and Fiscal Impact Report shall be in a form mutually acceptable to the parties. The Economic and Fiscal Impact report will be incorporated as part of the Development Plan.

.07 Adjustments and Refinements to Finalize Plan. Once the Preliminary Market Research Report is approved by the DMCC, it shall be submitted to the City for a sixty (60) day public review process. The City will then act on the Market Research Report, approving it and sending it back to the DMCC for approval. During this review period, and through the City process, certain amendments may be proposed to the Market Research Report and the Master Plan. At the request of the EDA, the Consultant shall study these amendments and make recommendations. If approved, (whether recommended by the Consultant or not) the Consultant shall make amendments to the Market Research Report in accordance with the approved process.

.08 Other Information. As identified by the Consultant or EDA that is reasonably required to complete the Master Plan and receive approval/adoption of said plan from the DMCC Board of Directors.

EXHIBIT B-2

INSURANCE REQUIREMENTS

MARKET ANALYST

DMC DEVELOPMENT PLAN

Insurance Certificates:

The insurance limits that will be required of the Subconsultant are outlined below. The Subconsultant should provide copies of its current policies as part of the submittal for the RFP. The EDA will formulate questions related to insurance (if any) as part of the interview process with shortlisted candidates.

Insurance Coverages:

Commercial General Liability

General Aggregate $2,000,000

Products/ Completed Operations Aggregate $2,000,000

Each Occurrence $2,000,000

Automobile Liability

Combined Single Limit $1,000,000

Worker's Compensation

Statutory

Employer's Liability

Each Accident $1,000,000

Disease - Policy Limit $1,000,000

Disease - Each Employee $1,000,000

Professional Liability

Each Occurrence $5,000,000

EXHIBIT B-3

FEE PROPOSAL

MARKET ANALYST

DMC DEVELOPMENT PLAN

The following fee proposal is submitted by the Subconsultant for the Scope of Work contemplated in this RFP. This fee proposal represents a total cost estimate for the Subconsultants fees, third party expenses and an estimate of reimbursable expenses. If the Subconsultant intends to work with more than one third party please list the fees for each third party separately.

	Subconsultant Fee	Third Party Fee
Population and Demographic Data Analysis Study		
Visitation and Demand Analysis Study		
Market Research By 7 Core Areas		
Health & Wellness		
Commercial, Research & Technology		
Hotel & Hospitality		
Retail, Dining, Arts & Entertainment		
Learning Environment		
Sports & Recreation		
Residential		
Preliminary Market Research Report		
Final Market Research Report		
Amendment Period		
Sub Total Proposed Fees for Deliverables		

Total Proposed Fees for Deliverables (From Above)	
Estimated Reimbursable Expenses	
Total Proposed Fees	

EXHIBIT C
ACKNOWLEDGEMENT AND ATTESTATION FORM

The Acknowledgement and Attestation Form is included herein and must be executed in accordance with the terms and conditions set forth in this Request for Proposals for Master Planning Services and returned as part of the RFP response.

PROPOSED DESTINATION MEDICAL CENTER
ACKNOWLEDGEMENT AND ATTESTATION FORM

In submitting this proposal the undersigned has certified that the Subconsultant has reviewed the Request for Proposal ("RFP") dated November 12, 2013 and is familiar with the terms and conditions therein and accepts the terms and conditions imposed under the RFP and all documents identified therein. The Subconsultant hereby agrees to handle any and all information provided with this RFP, by the EDA on a confidential basis, in accordance with applicable laws.

The Subconsultant understands the EDA reserve the right to reject any or all Proposals in accordance with its best interest. The Subconsultant submitting a response does so at its own expense and materials submitted shall become the property of the EDA as defined in the RFP. I hereby certify that the foregoing is true and correct.

Subconsultant's Name_____

Name:_____

Title:_____

Date:_____