

December 31, 2024

Greetings,

Destination Medical Center (DMC), a state-supported economic development initiative in Rochester, MN, home to Mayo Clinic's global headquarters, will be updating its Development Plan, a tool intended to guide more than \$585 million of public infrastructure investment.

The original plan of 2015, and subsequently updated in 2020, has contributed to measurable success in advancing Rochester's economic success, as measured by job and business growth, public and private capital investment, and a significantly enhanced tax base. Recently Mayo Clinic announced and has begun a \$5 billion dollar expansion, known as Bold. Forward. Unbound. In Rochester.

With this success and momentum, DMC is seeking qualified firms or teams of firms to assist in updating the DMC Development plan.

We are looking to hear about your capabilities, experiences, history, and interest in this incredible opportunity. The submittal process and next steps are described in the attached is a Request for Qualifications. Looking forward to engaging.

Best wishes,



Patrick Seeb, Executive Director  
DMC EDA



**DESTINATION MEDICAL CENTER  
ECONOMIC DEVELOPMENT AGENCY  
195 BROADWAY AVENUE SOUTH  
ROCHESTER, MN 55904**

**REQUEST FOR QUALIFICATIONS  
(RFQ)**

**2025 UPDATE TO THE DMC DEVELOPMENT PLAN**

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DMC EDA  
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**REQUEST FOR QUALIFICATIONS  
2025 UPDATE TO THE DMC DEVELOPMENT PLAN**

**I. INTRODUCTION AND PROCUREMENT PROCESS**

The Destination Medical Center 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 or team (the “Subconsultant” or “Respondent”) to assist in a comprehensive update to the 20-year DMC Development Plan (the “Plan”).

The State of Minnesota has a history of making significant investments in medical research, innovation and education to stimulate activity and opportunity in key economic sectors. In 2013, Mayo Clinic – the state’s largest private employer – with the City of Rochester, County of Olmsted and other community stakeholders, brought forward the DMC economic development initiative to secure Rochester’s and Minnesota’s future as a global medical destination. After careful deliberation, the Minnesota Legislature concluded there was a compelling public interest for the State to assist in the development of DMC and to create in State statute the financing tools and public governance structure necessary to realize this transformational initiative. In June 2013, the legislation (DMC Act) was signed into law.

Pursuant to the DMC Act, the DMC Development Plan was prepared and adopted in April 2015. The Plan serves as a strategic business plan and framework to guide the implementation of the DMC Initiative. By law, the Development Plan is required to be updated at least every 5 years to direct strategic initiatives to be responsive to the changing market conditions. This Plan outlines the long-term vision and planning framework for the 20-year initiative, which reaches its half-way point in 2025. DMC EDA is the staff that assists the DMCC in planning and executing the DMC Development Plan in Rochester, MN. The EDA consists of an experienced team of professionals who execute a comprehensive strategy to steward \$585 million of public investment and leverage that investment with the goal of attracting over \$5 billion in private investment and more than 30,000 new jobs to the market.

The issuance of this Request for Qualifications (“RFQ”) constitutes only an invitation to submit responses 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 response 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 RFQ, the right to seek clarification from any Respondent(s), the right to negotiate with any Respondent(s) whether or not they submitted a response, the right to reject any or all responses with or without cause, and the right to cancel and/or amend, in part or entirely, the RFQ.

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

It is understood that any response 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 Respondent submitting Qualifications. The EDA reserves the right to negotiate pertinent contract terms concurrently with any number of firms as it deems in its best interest, whether such firm has submitted a response. In submitting this response, it is understood by the Respondent that the EDA reserves the right to accept any response, to reject any and all response and to waive any irregularities or informalities that the EDA deems is in its best interest.

If this RFQ 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 Respondent for any costs or expenses incurred in connection with this RFQ or otherwise. Accordingly, each response 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 response. The EDA is not obligated to respond to any response submitted nor is it legally bound in any manner whatsoever by the submission of a response. 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 request. The EDA may decide to contract with more than one entity to develop the services contemplated herein.

## II. SCOPE OF SERVICES AND DELIVERABLES

The EDA is soliciting requests for qualifications from individuals, firms, or teams of firms that demonstrate expertise and experience in preparing the required update to the 20-year Destination Medical Center (DMC) Development Plan. The [Plan](#) was first adopted in 2015, [updated in 2020](#), and will be updated again in 2025, consistent with requirements of Minnesota state law. The minimum required elements of the Plan and subsequent updates defined in state law (Minnesota Statutes 469.40.-469.50) are the following:

- Provide an outline for the development of the city as a destination medical center, and the plan is sufficiently complete, including the identification of planned and anticipated projects, to indicate its relationship to definite state and local objectives;
- the proposed development affords maximum opportunity, consistent with the needs of the city, county, and state, for the development of the city by private enterprise as a destination medical center;
- the proposed development conforms to the general plan for the development of the city and is consistent with the city comprehensive plan;
- the plan includes:
  - strategic planning consistent with a destination medical center in the core areas of commercial research and technology, learning environment, hospitality and convention, sports and recreation, livable communities, including mixed-use urban development and neighborhood residential development, retail/dining/entertainment, and health and wellness;
  - estimates of short- and long-range fiscal and economic impacts;
  - a framework to identify and prioritize short- and long-term public investment and public infrastructure project development and to facilitate private investment and development, including the criteria and process for evaluating and underwriting development proposals;
  - land use planning;
  - transportation and transit planning;
  - operational planning required to support the medical center development district; and
  - ongoing market research plans.

Qualified Respondents will describe past projects of comparable complexity, scale, and economic and fiscal impact. Also, Respondents should consider that this scope of services will serve as an update to, not a wholesale replacement of, the Plan adopted in 2015 and previously updated in 2020 (both documents are available at <https://dmc.mn/investors-and-developers/>). Additionally, several plans and studies have been prepared since the 2015 plan adoption and 2020 plan update. A non-exclusive list of such plans and studies are available for reference as Exhibit B.

As a first step in the update process, the EDA also recently published a Request for Proposals (RFP) seeking qualified firms to assist in a comprehensive analysis of the economic, fiscal, and community impacts resulting from the implementation of the DMC economic development initiative from 2015-2024. Proposal evaluations are ongoing, with work expected to commence in mid-January 2025 and conclude by mid-April 2025. That RFP may be viewed here: <https://dmc.mn/wp-content/uploads/2024/11/DMC-Impact-Analysis-RFP.pdf>. It is anticipated that the selected team responding to this RFQ will have access to the “lookback” data as it is developed from January-April.

The EDA anticipates a project launch of March 1, 2025 with an intensive engagement schedule, public milestones, and in-person meetings, through December 2025. Details are to be worked out during contract negotiations.

The EDA has provided for an anticipated project budget of roughly \$500,000.

## SUBMISSION OF QUALIFICATIONS

Each Respondent must submit a PDF response as an email attachment or cloud-sharing link sent to [info@dmc.mn](mailto:info@dmc.mn). The EDA must receive responses no later than 4:00 p.m., Central Time (CT), January 15, 2025.

The EDA reserves the right to accept proposals after the date specified above.

## TIMELINE

December 31, 2024 – Advertisement of Request for Qualifications.  
January 15, 2025; 4:00 P.M. – Responses Due.  
January 21-22, 2025 – Selected firm Interviews.  
February 6, 2025 – Preferred firm publicly disclosed.  
March 3, 2025 – Contract finalized, work begins  
April 24, 2025 – Project Milestone 1  
September 4, 2025 – Project Milestone 2  
November 13, 2025 – Project Milestone 3  
December 15, 2025 – Project Completion

Additional meetings, progress deadlines, and other dates will be delineated while collaborating on a final contract.

## III. CONTENT OF RESPONSE

Responses should highlight firm or team qualifications that would be applicable to the overall scope outlined in Section II above, and must include the following information, preferably in the following order:

### A. QUALIFICATIONS (KNOWLEDGE, EXPERTISE, CAPABILITIES)

1. **Respondent History** - A statement giving a brief history of the Respondent's organization; how it is organized, and how its available resources will be utilized for the EDA.

2. **Respondent Qualifications** - Information which highlights and demonstrates Respondent's particular expertise and experience in preparing the required update to the 20-year Destination Medical Center (DMC) Development Plan. Provide examples of similar projects in size and scope with the appropriate references. Specific precedents and sample approaches, imagery, diagrams or processes that Respondent feels would be particularly relevant to the scope of requirements noted in Section II (above) are considered especially helpful.
3. **Assignment of Professional Staff** - The Respondent must identify the specific staff that will be responsible for the contemplated services. This project is envisioned as a relatively short, fast exercise starting with negotiating the contract in February to mid-December 2025, so please consider that timeline when assigning staff.

## B. BUDGET INFORMATION

1. Fees, expenses, and other cost terms will be determined in a final executed contract. Currently, the EDA assumes a budget of \$500,000 for the completion of this scope of services. Final scope and project budget will be defined via a collaborative process between the selected Respondent and the DMC EDA staff as part of the contract negotiations phase.

## C. ADDITIONAL PROPOSAL CONTENTS

1. **Supplemental Information** - Any supplemental information which the Respondent thinks will be valuable to the EDA in evaluating the qualifications of the Respondent and its individual personnel to provide services as described herein.
2. **Diversity** - Commitment to diversity as evidenced by such factors as the diversity among proposed staff/employees or the existence of a plan addressing the diversity issues in recruitment, retention, and promotion of staff.
3. **Community Engagement and Participation** – The EDA expect the Plan update effort to include and be responsive to community priorities. Respondents should describe successful community engagement efforts and/or methodologies used in past planning or analysis efforts.
4. **Conflict of Interest** - Any current relationships of the Proposer or its staff/employees with the Destination Medical Center Corporation, Economic Development Agency, the City of Rochester, Olmsted County, Mayo Clinic, or other parties having an interest in the project that may be construed to be a conflict of interest.
5. **Exceptions to the General Provisions** - Respondent should identify any concern or objection to the General Provisions. The EDA reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Respondent, at the EDA's discretion.
6. **Insurance** - Ability to ensure appropriate professional liability coverage.

#### IV. SELECTION OF QUALIFIED FIRM(S)

##### A. RESPONSE RECOMMENDATION

1. **Evaluation Committee**- The Executive Director of the EDA shall have final decision-making regarding the EDA award of any and all contract(s) resulting from this RFQ. The Executive Director may designate an Evaluation Committee to assist in Proposal evaluation.
2. **Evaluation of Proposals** - Evaluation of proposals by the Evaluation Committee, EDA staff, or by any other group, individual or entity, are advisory only. Such evaluations are for the sole benefit of the Executive Director and may not be relied upon by any Respondent.

##### B. SELECTION PROCESS

1. **Evaluation Factors** - Evaluation factors shall include, but are not limited to, the following:
  - Respondent's expertise and experience
  - Respondent's key staff proposed to be assigned to perform work
  - Respondent's past performance
  - Respondent's ability to collect data efficiently and communicate findings succinctly
  - Respondent's telephone, videoconference, or in-person interview if requested
2. **Criteria Compliance** - The EDA reserves the right to determine, in its sole and absolute discretion, whether any aspect of a response satisfactorily meets the criteria established in this RFQ.
3. **Submission of Alternatives** - Although this RFQ specifies minimum requirements and should be responded to in all respects, Respondents are invited and encouraged to submit alternatives and additions that may be of interest to the EDA.
4. **Additional Information Requests** - The EDA reserves the right to request additional information from Respondents during any phase of the proposal evaluation process. During the evaluation and selection process, the EDA may require the presence of Respondent's representatives to make presentations and answer specific questions. Notification of any such requirements will be given as necessary.
5. **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.

#### V. RULES GOVERNING RFQ PROCESS

##### A. INSTRUCTIONS FOR PREPARING AND SUBMITTING QUALIFICATIONS

1. **Response Status** - The issuance of this RFQ constitutes only an invitation to submit qualifications to the EDA. It is to be distinguished from a bidding situation and 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 Respondent services. Any response submitted, as provided herein, constitutes a desire to negotiate and recognition that the response is not a bid and is not being submitted as part of a bid process.
2. **Economy of Preparation** - Responses should be prepared as simply and economically as possible while providing straight-forward and concise delineation of the Respondent's capabilities to satisfy the requirements of the RFQ.



Technical literature about the Respondent's experience and qualifications may be included. However, the emphasis should be on completeness and clarity of content. In order to expedite the evaluations, it is essential that specifications and instructions contained in this document be followed as closely as possible. **Proposals shall be limited to 50 pages** (8 ½ x 11 page size), inclusive of all covers, dividers, team resumes, etc.

3. **Response Signature** - Each response shall be signed by a principal of the Respondent firm, or another person, who is fully authorized to act on behalf of the Respondent.
4. **Modification or Withdrawal of Response** - Unauthorized conditions, limitations, or provisions attached to a response may cause its rejection. No oral, telephonic, or facsimile (FAX) responses or modifications will be considered.

A response may not be modified, withdrawn, or canceled by the Respondent for a period of three months following the time and date designated for receipt of responses. Each Respondent so agrees in submitting a response. Any such modification, withdrawal or cancellation shall be submitted in writing to the Contact Person at the address contained in Section V (D) (1) herein.

Before the time and date designated for receipt of responses, no response may be released or withdrawn, but any response submitted may be modified, canceled, or withdrawn by written notice to said Contact Person at the place designated in Section V (D)(1), Contact Between Respondent and the DMCC - Questions. Such notice shall be in writing over the signature of Respondent. Written withdrawal or cancellation by Respondent of a response prior to the response opening will nullify the response. Withdrawn or canceled responses may be resubmitted up to the time designated for the receipt of responses, provided that the resubmitted response is in conformance with this RFQ.

5. **Extension of Time** - The EDA reserves the right to extend the qualifications due date. If a Respondent needs an extension of time to prepare the response a written request should be forwarded no later than two business days prior to the due date of this RFQ. The request should be directed to the address noted in Section V (D) (1), Contact between Respondent 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 Respondent(s). In the event of an extension, prospective Respondent(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 at any time prior to the proposal due date. If it becomes necessary to revise any part of the RFQ, addenda to the RFQ will be provided to all Respondents who received a copy of the RFQ. It is the responsibility of each prospective Respondent to assure receipt of all addenda.
7. **Right to Withdraw RFQ** - The EDA reserves the right to withdraw, cancel, and/or amend, in part or entirely, this RFQ for any reason and at any time with no liability to any prospective Respondent for any costs or expenses incurred in connection with the RFQ or otherwise.

## B. **RESPONSE CONDITIONS**

1. **Public Record** - Responses submitted become a matter of public record. For additional information regarding those portions of a response that the Respondent might regard as a trade secret or confidential, Respondent should review the pertinent provisions of Exhibit A, General Provisions, herein attached.

2. **Service Method Variations** - It is recognized that each Respondent may have unique or typical methods of service delivery. It is not the intention of the RFQ to disqualify a Respondent due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of quality and performance equivalent to or better than requested, which provides the necessary service, will receive full consideration for award.
3. **Award** - The EDA reserves the right not to award a contract to any Respondent. If the EDA decides to award a contract(s), the EDA will award a contract(s) to the qualified Respondent(s) whose response the EDA determines best meets the needs of the EDA. The EDA reserves the right to award a contract(s) other than to the lowest priced response. The EDA reserves the right to award a contract(s) to a non-Respondent(s).
4. **Ownership of Materials Submitted** - All material submitted becomes the property of the EDA and will not be returned.
5. **Respondents' Costs** - The EDA shall not be responsible for any costs incurred by Respondent in connection with this RFQ. Respondent(s) shall bear all costs associated with preparation, submission and attendance at presentation interviews, or any other activity associated with this RFQ or otherwise.
6. **Use of Response Ideas** - The EDA reserves the right to use any or all Respondent service ideas presented. Selection or rejection of the response does not affect this right.
7. **Sub consultants** - If the response represents offerings to be provided by different firms or other organizations, the contract will be solely with the Respondent (Consultant/Contractor), who will be required to assume responsibility for the total project. Any proposed sub consultant(s) will be subject to the EDA's approval. The EDA recognizes that respondents may wish to supplement services from skilled specialty sub consultants.
8. **Performance Standards** - If awarded the contract, the Respondent warrants and agrees to use its best efforts to perform all services in accordance with the contract terms and in accordance with generally accepted professional standards. The prospective Contractor further warrants and agrees that it shall employ whatever resources are necessary to meet the requirements specified in such contract.
9. **Licenses and Permits** - The Contractor shall be required to obtain any necessary licenses and permits and shall comply with all Federal, State, and local laws, codes and ordinances without cost to the EDA.
10. **Insurance** - The Consultant or anyone providing services herein shall be required to comply with insurance provisions contained in the contract.

C. **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 firm.

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 Consultant. Deletions from the scope of work required may be made at the sole discretion of the EDA.
4. **General Provisions** - The General Provisions, which include the General Insurance Provisions for Consultant contracts, are included as Exhibit A and are herein incorporated by reference. If a Respondent has a concern or objection to any of these provisions, it should so indicate in its proposal. The EDA reserves the right to require compliance with these provisions and to negotiate final terms, conditions, and requirements with the successful Respondent, at the EDA's discretion.
5. **Non-Waiver of Defaults** - Any failure by the EDA to enforce or require the strict keeping and performance of any of the terms and conditions of the contract shall not constitute a waiver of such terms and conditions, nor shall it affect or impair the right of the EDA to avail itself of such remedies as may be available for any breach of the contract terms and conditions.

#### D. CONTACT BETWEEN RESPONDENT AND THE EDA

1. **Questions** - Respondents should submit any questions in writing via the [info@dmc.mn](mailto:info@dmc.mn) at their earliest convenience, but no later than January 8, 2025 to get a response in advance of the submission deadline. Questions and responses will be posted on the DMC website.
2. **Interpretation of Documents** - If any Respondent contemplating submission of a response is in doubt as to the true meaning of any part of the RFQ or other proposed Contract Documents; the Respondent may submit to the EDA, at the address noted in Section V (D)(1) above, a written request for an interpretation thereof.
3. **Errors** - Should the Respondent believe that an error appears in the RFQ documents, Respondent shall notify the EDA immediately, at the address noted in Section V (D)(1) above, in writing no later than January 8, 2025, by 12:00 P.M. CT.

## VI. GENERAL PROVISIONS

### A. CONFIDENTIALITY

Information supplied by the Respondent 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 Respondent believes any non-public information will be supplied in response to the RFQ, the Respondent 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 Respondent 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 Respondent 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.

The language contained in Exhibit A, attached and incorporated herein by this reference, is mandatory language which will be included in any contract entered into between the EDA and the successful Respondent(s).

## EXHIBIT A

### GENERAL PROVISIONS

#### 1. Independent Contractor.

The Contractor shall select the means, method, and manner of performing the services herein. Nothing is intended or should be construed in any manner as creating or establishing the relationship of a partnership or joint venture between the parties hereto or as constituting the Contractor as an employee of the EDA for any purpose or in any manner whatsoever. The Contractor is to be and shall remain an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has or will secure at its own expense all personnel required in performing services under this Agreement. Any and all personnel of the Contractor or other persons while engaged in the performance of any work or services required by the Contractor under this Agreement shall have no contractual relationship with the EDA, and shall not be considered employees of the EDA. Any and all claims that may or might arise under the Minnesota Economic Security Law or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel, arising out of employment or alleged employment, including, without limitation, claims of discrimination against the Contractor, its officers, agents, contractors, or employees shall in no way be the responsibility of the EDA. The Contractor shall defend, indemnify, and hold harmless the EDA, its officials, officers, agents, volunteers, and employees from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the EDA, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Re-employment Compensation, disability, severance pay, and retirement benefits.

#### 2. Successors, Subcontracting and Assignment.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the EDA in respect to all covenants, agreements and obligations contained in the contract documents. The Contractor shall not assign, subcontract, transfer or pledge this Agreement and/or the services to be performed hereunder, whether in whole or in part, nor assign any monies due or to become due to it hereunder without the prior written consent of the EDA.

Permission to subcontract, however, shall under no circumstances relieve the Contractor of its liabilities and obligations under the Agreement. Further, the Contractor shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the herein specified contractual services, and of person(s) directly or indirectly employed by subcontractors. Contracts between the Contractor and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions herein specified. A consent to assign shall be accomplished by execution of a form prepared by the EDA and signed by the Contractor, the assignee and the EDA.

Contractor shall notify the EDA in writing if another person/entity acquires, directly or indirectly, more than 50 percent of the voting power of the shares entitled to vote for directors of the Contractor. Notice shall be given within ten days of such acquisition and shall specify the name and business address of the acquiring person/entity. The EDA reserves the right to require the acquiring person/entity to promptly become a signatory to this Agreement by amendment or other document so as to help assure the full performance of this Agreement.

#### 3. Default and Cancellation

a. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the

work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the EDA, the EDA may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure to comply with the terms of this Agreement shall be just cause for the EDA for delaying payment until the Contractor's compliance. In the event of a decision to withhold payment, the EDA shall furnish prior written notice to the Contractor.

b. Upon cancellation or termination of this Agreement:

1. At the discretion of the EDA and as specified in writing by the Contract Administrator, Contractor, to the extent permitted by statute and rule, shall deliver to the Contract Administrator copies of all writings so specified by the EDA and prepared by the Contractor pursuant to this Agreement. The term "writings" shall be construed to mean and include:

Handwriting, typewriting, printing, photocopying, photographing, facsimile transmitting, and every other means of recording, including electronic media, any form of communication or representation, including letters, works, pictures, drawings, sounds, or symbols, or combinations thereof.

2. The EDA shall have full ownership and control of all such writings. The Contractor shall have the right to retain copies of said writings. However, it is agreed that the Contractor without the advance written consent of the EDA shall not assign, license, loan, sell, copyright, patent and/or transfer any or all of such writings; and shall not do anything that in the opinion of the EDA would affect the EDA's ownership and/or control of such writings.
- c. Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the EDA for damages sustained by the EDA by virtue of any breach of this Agreement by the Contractor. Upon notice to the Contractor of the claimed breach and the amount of the claimed damage, the EDA may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the EDA from the Contractor is determined. Following notice from the EDA of the claimed breach and damage, the Contractor and the EDA shall attempt to resolve the dispute in good faith.
- d. The above remedies shall be in addition to any other right or remedy available to the DMCC under this Agreement, law, statute, rule, and/or equity.
- e. The EDA's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- f. This Agreement may be canceled with or without cause by either party upon thirty (30) calendar days' written notice.

4. Indemnification and Insurance

- a. Contractor agrees to defend, indemnify, and hold harmless the EDA, its officials, representatives, officers, agents, volunteers and employees and their heirs, executors, legal representatives, and assigns from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the Contractor, including its former partners, lawyers and employees, a subcontractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement, and against all loss by reason of the failure of the Contractor to perform fully, in any respect, all obligations under this contract.

- b. In order to protect the Contractor and those listed above under the indemnification provision, the Contractor agrees at all times during the term of this Agreement, and beyond such term when so required, to have and keep in force the following minimum insurance coverage's:

Limits

- |     |   |             |
|-----|---|-------------|
| (1) | Commercial General Liability on an occurrence basis with contractual liability coverage:  |             |
|     | General Aggregate – per project (The full limits of coverage must be dedicated to apply to this project, per ISO form CG2501, or equivalent.) | \$3,000,000 |
|     | Products - Completed Operations Aggregate   | 3,000,000   |
|     | Personal and Advertising Injury   | 3,000,000   |
|     | Each Occurrence - Combined Bodily Injury and Property Damage  | 3,000,000   |
| (2) | Workers' Compensation and Employer's Liability:   |             |
|     | Workers' Compensation   | Statutory   |
|     | If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota law   |             |
|     | Employer's Liability. Bodily injury by: Accident—Each Accident  | 500,000     |
|     | Disease—Policy Limit  | 500,000     |
|     | Disease—Each Employee   | 500,000     |
| (3) | Professional Liability—Per Claim and Annual Aggregate* (*Aggregate shall be unimpaired as Respects EDA contract)                              | 3,000,000   |

The professional liability insurance must be maintained continuously for a period of two years after the termination of this Agreement.

- c. An umbrella or excess policy over primary liability insurance coverages is an acceptable method to provide the required insurance limits.

The above establishes minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of insurance policies shall be promptly submitted to the EDA upon written request.

The Contractor shall not commence work until it has obtained required insurance and filed with the EDA, a properly executed Certificate of Insurance which clearly evidences required insurance coverages. The certificate(s) shall name EDA as the certificate holder and as an additional insured for the liability coverage(s) with respect to operations covered under the Agreement.

The Contractor shall furnish to the EDA updated certificates during the term of this Agreement as insurance policies expire. If the Contractor fails to furnish proof of insurance coverages, the DMCC

may withhold payments and/or pursue any other right or remedy allowed under the contract, law, equity, and/or statute. The EDA does not waive any rights or assume any obligations by not strictly enforcing the requirements set forth in this section.

- d. Duty to Notify. The Contractor shall promptly notify the DA of any claim, action, cause of action or litigation brought against Contractor, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement. The Contractor shall also notify the EDA whenever Contractor has a reasonable basis for believing that Contractor and/or its employees, officers, agents or subcontractors, and/or the EDA, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge or litigation arising out of and/or related to the services contained in this Agreement. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

## 5. Data Privacy

Contractor, its officers, agents, owners, partners, employees, volunteers and subcontractors shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), the Health Insurance Portability and Accountability Act and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended. If Contractor creates, collects, receives, stores, uses, maintains or disseminates data because it performs functions of the EDA pursuant to this Agreement, then Contractor must comply with the requirements of the MGDPA as if it were a government entity, and may be held liable under the MGDPA for noncompliance. Contractor agrees to defend, indemnify and hold harmless the EDA, its officials, officers, agents, employees, and volunteers from any claims resulting from Contractor's officers', agents', owners', partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of such protected data, or other noncompliance with the requirements of this section. Contractor agrees to promptly notify the EDA if it becomes aware of any potential claims, or facts giving rise to such, under the MGDPA. The terms of this section shall survive the cancellation or termination of this Agreement.

If Respondent desires that any data be kept confidential, it shall clearly state on the cover of the first page of such document the words "Trade Secret" or "Non-public" information. It is understood and agreed that for purposes of this RFP and the contract resulting here from, the terms "Trade Secret" and "non-public" shall be construed to be equivalent with respect to the EDA's obligation under the Minnesota Data Privacy Act, this RFP, and the contract. The EDA must independently assess its obligations under the MGDPA, and it cannot guarantee that information marked as "non-public," "confidential," or "trade secret" will remain inaccessible to the public. Nothing herein shall preclude a Respondent at any time from exercising its rights under applicable Minnesota law to protect its trade secret data from public access.

After execution of the contract by the successful Respondent, upon request of a Respondent, all documents labeled as Trade Secret shall be returned to that requesting Respondent.

All trade secret designation of data by Proposer shall also be subject to the following additional provisions:

The Respondent is advised that for purposes of this RFP, Minnesota law permits data to be labeled and treated as trade secret information only if the information is the subject of the Respondent's efforts that are reasonable under the circumstances to maintain its secrecy and derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

No portion of the Proposal or any attachments thereto may be designated as trade secret information unless the Respondent in good faith determines that such designation is clearly allowed by the foregoing trade secret criteria. In this regard, Proposer is advised that in Minnesota nearly all – if not all – bid/proposal



information submitted by Proposers are open to the public scrutiny after the date set for receipt. (Generally, data in such bid/proposal documents usually considered to be public include--but are not limited to--price, description and type of commodity and/or service and quantity and quality thereof, warranty, maintenance, support, indemnification, delivery, time frame, specification compliance, equipment title, and software title or licensing.) The EDA reserves the right to decline any such designation by Respondent if upon evaluation by the EDA; the EDA determines that the information so designated is clearly and commonly regarded as public data in the State of Minnesota.

If the Respondent designated data as trade secret, Respondent shall attach to such data an explanatory document that identifies the data and in careful detail sets forth the factual and/or legal justification for such treatment of the data.

In addition to the Respondent's indemnity obligations set forth in the contract documents, the Respondent shall defend, indemnify and hold harmless the EDA, its members, officers, agents, volunteers, and employees against and from any costs, damages, judgments, expenses (including reasonable attorney fees) arising from, directly or indirectly, any challenge or request made or suit brought by any person in connection with any effort in any type of proceeding or hearing whatsoever to obtain or access data designated as trade secret by the Respondent.

Respondent, at its sole expense, shall at all times be responsible for promptly defending and/or responding to any request for access to and/or copies of data designated by Respondent as trade secret, provided that the EDA shall inform persons seeking such data of its trade secret designation and promptly notify proposer of the fact of such request and the EDA's response thereto.

Failure of the Proposer to so defend, respond to any request or EDA notification (as aforesaid), and/or to pursue its rights in a timely manner shall relieve the EDA from any and all liability whatsoever (including without limitation liability under any statute, the common-law or equity) with respect to any aspect of the disclosure or furnishing to any person any such trade secret designated data. Further, the EDA shall not in any manner be liable for the disclosure or furnishing to any person any trade secret designated data when such disclosure or furnishing is pursuant to the EDA's independent determination of its obligations, or a ruling or order of any pertinent tribunal, agency, board, commission, panel, court, or other entity or person determining such matter.

6. Non-Discrimination

- a. In accordance with the EDA's policies against discrimination, Contractor agrees that it shall not exclude any person from full employment rights or participation in, or the benefits of, any program, service or activity on the grounds of race, color, creed, religion, age, sex, disability, marital status, sexual orientation, public assistance status, or national origin; and no person who is protected by applicable Federal or State laws against discrimination shall be otherwise subjected to discrimination.
- b. Contractor will provide any current Certificates of Compliance as approved by the Minnesota Department of Human Rights. Contractor shall maintain that Certificate of Compliance. If any change in status occurs, the Contractor shall promptly notify the Authority of that change.

7. Records — Availability/Access

Subject to the requirements of Minnesota Statutes Section 16C.05, Subd. 5 (as may be amended), the Contractor agrees that the EDA, the DMCC, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve representation under this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of the Agreement and for six years

after its termination or cancellation.

8. Notice. Any notice or demand, which may or must be given or made by a party hereto, under the terms of this Agreement or any statute or ordinance, shall be in writing and shall be sent registered or certified mail to the other party addressed as follows:

To Contractor:

(Information to be inserted upon contract award)

To EDA: Patrick Seeb, Executive Director  
Destination Medical Center Economic Development Agency  
195 Broadway Ave. South  
Rochester, MN 55904

Any party may designate a different addressee or address at any time by giving written notice thereof, as above provided. Any notice, if mailed, properly addressed, postage prepaid, registered or certified mail, shall be deemed dispatched on the registered date or that stamped on the certified mail receipt and shall be deemed received within the third business day thereafter or when it is actually received, whichever is sooner. Any notice delivered by hand shall be deemed received upon actual delivery.

9. License and Permits. The Contractor shall be required to obtain any necessary licenses, certifications and permits.
10. Compliance with Applicable Law. The Contractor shall comply with all applicable Federal, State and local laws or ordinances, and all applicable rules, regulations, and standards established by the EDA, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement.
11. Conflict of Interest. The Contractor affirms that, to the best of Contractor's knowledge, Contractor's involvement in this contract does not result in a conflict of interest with any party or entity which may be affected by the terms of this contract. The Contractor agrees that, should any conflict or potential conflict of interest become known to Contractor, Contractor will immediately notify the EDA of the conflict or potential conflict, specifying the part of this contract giving rise to the conflict or potential conflict, and will advise the EDA whether Contractor will or will not resign from the other engagement.
12. Governing Law/Jurisdiction. The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the herein parties and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Olmsted, State of Minnesota. Litigation, however, in the federal courts involving the herein parties will be in the appropriate federal court within the State of Minnesota. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not be affected.
13. Time Importance. Time is of the essence of this Agreement.
14. Headings. Any descriptive heading used in the Agreement is for purposes of convenience only and does not constitute a part of the Agreement.

15. Remedies Not Exclusive. It is agreed that any right or remedy of the EDA shall not be considered as its exclusive right or remedy for any default in any respect by the Contractor; but such right or remedy shall be considered to be in addition to any other right or remedy allowed under this RFP, the contract, law, equity, or statute.
  
16. Non-waiver of Rights. EDA's failure to insist upon strict performance of any covenant, agreement, or stipulation of the contract or to exercise any right herein contained shall not be a waiver or relinquishment of the future of such covenant, agreement, stipulation, or right, unless the DMCC consents thereto in writing. Any such written consent shall not constitute a waiver or relinquishment of the future of such covenant, agreement, stipulation, or right

**EXHIBIT B**

<b>Plan or Study</b>	<b>Website Link</b>
City Comprehensive Plan	<a href="https://www.rochestermn.gov/home/showpublisheddocument/24222/636903969909230000">https://www.rochestermn.gov/home/showpublisheddocument/24222/636903969909230000</a>
DMC District Design Guidelines	<a href="https://www.rochestermn.gov/home/showpublisheddocument/14350/636367654730970000">https://www.rochestermn.gov/home/showpublisheddocument/14350/636367654730970000</a>
DMC Integrated Transit Studies	<a href="https://www.rochestermn.gov/departments/community-development/plans-studies-reports/dmc-related-transit-studies">https://www.rochestermn.gov/departments/community-development/plans-studies-reports/dmc-related-transit-studies</a>
Downtown Waterfront South East (DSWE) Small Area Plan	<a href="https://www.rochestermn.gov/home/showpublisheddocument/36821/638049646462830000">https://www.rochestermn.gov/home/showpublisheddocument/36821/638049646462830000</a>
Mayo Clinic Five Year Plan	<a href="https://www.rochestermn.gov/home/showpublisheddocument/39925/638375486670970000">https://www.rochestermn.gov/home/showpublisheddocument/39925/638375486670970000</a>
University of Minnesota Campus and Climate Action Plan	<a href="https://r.umn.edu/sites/r.umn.edu/files/2024-09/CCAP%20Executive%20Summary%20%281%29.pdf">https://r.umn.edu/sites/r.umn.edu/files/2024-09/CCAP%20Executive%20Summary%20%281%29.pdf</a>
UDC	<a href="https://www.rochestermn.gov/home/showpublisheddocument/36333/638695059544470000">https://www.rochestermn.gov/home/showpublisheddocument/36333/638695059544470000</a>
DMC Development Plan (2020 Update)	<a href="https://dmc.mn/wp-content/uploads/2020/12/DMC_5YearUpdate_DRAFT_Nov30_FINAL_WebFile.pdf">https://dmc.mn/wp-content/uploads/2020/12/DMC_5YearUpdate_DRAFT_Nov30_FINAL_WebFile.pdf</a>
DMC Development Plan (2015)	<a href="https://dmc.mn/wp-content/uploads/2018/07/DMC-Development-Plan.pdf">https://dmc.mn/wp-content/uploads/2018/07/DMC-Development-Plan.pdf</a>