REQUEST FOR PROPOSALS (RFP)
Qualification Based Selection
City of Rochester, Minnesota

Downtown Rochester Rapid Transit (BRT)
A&E Design Services

PROPOSALS ARE DUE BY
2 P.M. January 13, 2020

A “Qualification Based Selection” method will be used to review proposals submitted in response to this RFP.

Responses to this RFP will be public information under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13.

PROJECT OVERVIEW
This project will complete environmental reports, preliminary through final design, and construction design support for the Downtown Rochester Rapid Transit project, resulting in NEPA clearance and a complete set of biddable construction plans.
REQUEST FOR PROPOSALS

In this Request for Proposals (RFP), the City of Rochester, Minnesota (City) is soliciting proposals for the following services: Architectural and Engineering Design Services for the Downtown Rochester Circulator Rapid Transit (RT) Line. The Rapid Transit line is a 4 mile planned Bus Rapid Transit (BRT) line between the existing Mayo West Parking Lot to and through Downtown and onto property owned by Olmsted County South of 12th Street.

The specific services requested in this RFP are detailed in the Proposal Instructions and Scope of Work.

Failure to follow these instructions and requirements may result in the rejection or a decreased rating of your proposal. The City is not responsible for any costs incurred by prospective proposers (Proposers) in the preparation and presentation of their proposals.

CITY RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. No Proposer shall have a right to make a claim against the City in the event the City accepts a proposal or does not accept any or all proposals. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any or all informalities or irregularities in the proposals received, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

PROJECT TIME FRAME

<table>
<thead>
<tr>
<th>Project Milestone</th>
<th>Tentative Completion Date</th>
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<tbody>
<tr>
<td>Issue Date</td>
<td>December 3, 2019</td>
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<tr>
<td>Pre-Proposal Meeting Questions Due</td>
<td>December 19, 2019 at 9:00AM</td>
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<tr>
<td>Responses to Questions Posted Online</td>
<td>By January 3, 2020</td>
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<tr>
<td>Proposal Due Date</td>
<td>January 13, 2020 at 2:00PM</td>
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<tr>
<td>In-Person Interviews (If required)</td>
<td>January 21, 2020</td>
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A pre-proposal meeting will be held on Thursday, December 19, 2019 at 2:00PM, at the City Hall located at 201 4th Street SE; Rochester, Minnesota 55904. Meet in Conference Room 104.

Completion dates for the project milestones in this section are tentative only and are subject to modification by the City.

PROJECT SPECIFIC INFORMATION

PROJECT BACKGROUND

The Downtown Rochester Circulator Rapid Transit (RT) Line is an approximately four-mile Bus Rapid Transit (BRT) route that will run from the Mayo Clinic West Parking Lot to downtown Rochester via 2nd Street SW. The Rapid Transit service will make stops at a limited number of stations, yet to be defined, serving major destinations such as St. Marys Hospital and the Mayo Medical Clinic, as well as other locations. Heading south from the Central Business District the Rapid Transit System is planned to operate along South Broadway Avenue, where among other key destinations it will serve the future University of Minnesota-Rochester campus. The southern/eastern terminus will be located just south of 12th Street SE in the northern portion of property currently owned by Olmsted County, Minnesota on or near an existing park-and-ride lot. The alignment and terminus options are shown in Figure 1 on the following page.
PLANNING AND PROCESS

A number of plans and studies completed over the past ten years set the stage for development of a high frequency, high quality transit service that would serve circulation needs in downtown Rochester. The transit service will provide new options for providing Park Once service targeting downtown employees with parking options outside of the core area of the Rochester Central Business District and St Mary’s Hospital Campus area. A summary of the key documents follows.

Downtown Master Plan. The Rochester Downtown Master Plan was adopted in 2010. The Downtown Master Plan highlights 2nd Street SW and Broadway Avenue S as the two future primary transit corridors in downtown. The plan calls for high-quality transit amenities along these streets with signage and marketing materials that make them identifiable as the primary transit corridors. The plan proposes expanding remote parking and providing connections into downtown with frequent, high-quality transit.

Destination Medical Center (DMC) Development Plan. The DMC Development Plan, adopted in late 2014, identifies the need for enhanced transit service in downtown Rochester and developed a set of concepts known as the Downtown Circulator Project. The Plan outlines an East-West Circulator that would operate on 2nd Street SW and 3rd Ave SE as the initial phase of a Downtown Circulator Project, and a 2nd phase involving a North-South Circulator that would operate on 1st and 3rd Avenues West.

The Rochester-Olmsted Council of Governments (ROCOG) 2040 Long-Range Transportation Plan. The ROCOG 2040 Long-Range Transportation Plan is the recognized MPO plan for the Rochester area and was reaffirmed by ROCOG in August 2015, identifies the need for upgraded transit service along the 2nd Street SW corridor. ROCOG is currently in the process of creating the 2045 Long-Range Transportation Plan, which will incorporate the locally-preferred alternative.

Rochester Transit Development Plan. The Rochester Transit Development Plan (TDP), adopted in 2017, identifies Broadway Avenue, 2nd Street SW, 2 Ave SE, and 11th Avenue as corridors for future investment in BRT. The TDP prioritizes the addition of BRT in the 2nd Street corridor and lays out an implementation plan that anticipates the start of service in 2021.
Rochester 2040 Comprehensive Plan: Planning to Succeed. The Rochester 2040 Comprehensive Plan, adopted by the City Council in April 2018, identifies a Primary Transit Network that will serve as the backbone of the future urban transit network, organized around seven corridors, including 2nd Street SW and Broadway Avenue S. Though the plan does not explicitly call for the implementation of BRT or streetcar in these areas, it recognizes the importance of transit with the frequency, reliability, and visible permanence intrinsic to these modes and the capital investment needed for their implementation.

Integrated Transit Studies. The Integrated Transit Studies (ITS) Report, approved by the City Council of Rochester and the DMC Corporation in June 2018, further explores the downtown circulator concept and identifies two complementary routes for circulator service in downtown Rochester.

Downtown Transit Circulator Alternatives Evaluation Report. The Downtown Transit Circulator Alternatives Evaluation Report, completed in August 2019, assessed four potential alternatives for a transitway investment serving downtown Rochester, the DMC Development District, University of Minnesota-Rochester, and other nearby destinations. The four alternatives evaluated were BRT on 2nd Street West and Broadway Avenue South, modern streetcar on 2nd Street SW and Broadway Avenue S, BRT on 2nd Street SW and 3rd Avenue S, and modern streetcar on 2nd Street SW and 3rd Avenue S. Each of the four alternatives has its western terminus at the Mayo West lot. Two locations for the southeastern terminus were considered: the former Seneca Foods site and Graham Park, both of which are owned by Olmsted County. As a result of the Alternatives Evaluation Report the Rochester City Council and DMC Corporation Board endorsed the alternative of 2nd ST SW and Broadway Avenue S utilizing BRT service as the Locally Preferred Alternative (LPA) for the Downtown Rapid Transit System.

FTA Small Starts Program. The Rochester Downtown Circulator RT project has proceeded with submittal of an Entry Letter requesting admission into the FTA Small Starts program to allow entry into the Project Development/Engineering phase for the Locally Preferred Alternative as early as January of 2020.

CORRIDOR SETTING

The proposed 4-mile RT project extends along 2nd Street SW and Broadway Avenue South, connecting the existing Mayo West Parking Lot near Cascade Lake to the property owned by Olmsted County south of 12th Street near an existing park-and-ride facility in Graham Park. The Circulator RT will serve up to eleven at-grade stations. Both the guideway and stations will be primarily in existing transportation right-of-way. No new right-of-way is expected to establish the line.

The west end of the line, currently utilized by Mayo for parking of employees, will be further developed into the West Transit Village. The Village will include a new parking structure for Mayo employees, a separate parking facility for public parking and under the current plan, the transit village will have 800 households and 58,000 square feet of retail, commercial, or office space.

In close proximity of Broadway Avenue sits Mayo’s Fullerton Parking Lot and a former K-MART property that is being redeveloped on an interim basis to also service Mayo Medical Center parking needs. Both of which could be turned into mixed-use transit villages themselves. At the very least, Mayo Clinic’s authority over its employees’ parking commutes will mean all parking capacity at the new West Lot facility and the existing Fullerton and K-MART lots is expected to be fully utilized opening year of RT service.

On the East end of the RT line located on the Olmsted County property is the future East Transit Village. Similar to the West Transit Village, the East Village will be composed of a 1,000 space public parking facility accompanied by a mix of residential and commercial uses. The East Transit Village also sits on and is next to Olmsted County’s Graham Park a nearly 60-acre public park that serves as the home of the County Fair every July as well as other community events throughout the year. Graham Park is also the home to Graham Arena Complex which is managed by the Rochester Park & Recreation Department. The complex consists of four large arenas and over 100,000 square feet of year round usable space.

PROJECT DESCRIPTION

Guideway
The Circulator RT is anticipated to operate in mixed traffic on 2nd Street SW from the Mayo West Lot terminus to the 23rd
Avenue station, where it is planned to transition into side-running business access and transit (BAT) lanes. The circulator is expected to continue operating in BAT lanes along 2nd Street SW through downtown Rochester until it reaches Broadway Avenue S, where it will turn south. The circulator is expected to operate in northbound and southbound BAT lanes along Broadway Ave S until reaching 12th Street SW (US Highway 14). South of 12th St, it is expected the service will operate northbound as a BAT lane while in the southbound direction the lane will convert to a mixed traffic lane for the remainder of the route. The circulator will operate in mixed traffic along 14th Street SE, where it will access the Graham Park station and 1,000 space park-and-ride structure.

Almost the entirety of the Circulator project will operate on existing public transportation right-of-way, primarily along 2nd Street SW and Broadway Avenue, with short segments on other local roads depending on the final location of the East Transit Village.

Stations
Currently, there are eleven proposed stations which will all be newly constructed as part of the project. Each will include the following features:

- Ticket vending machines
- Fare card validators
- Textured warning strip and raised curb
- Shelter with heat, light, and bench seating
- Real-time arrival and travel information
- Information kiosk
- Trash and recycling bins
- Pylon station marker
- Ice Melt Systems
- Power charging stations;
- Other technologic advances and users conveniences

The total number of stations will be reduced as part of the TOD Station Area Planning Study currently underway.

Service and Other Features

Service. During peak hours (6-9 am and 3-6 pm on weekdays), the circulator would operate every five minutes in order to provide sufficient capacity for the 1,200 passengers per hour expected to use the service during peak periods. During off-peak and weekend times the circulator would operate every 10 minutes. Weekday service would operate from 5 am to 11 pm; weekend service would operate from 8 am to 11 pm.

Technology. Implementation of the project will expand on transit technology infrastructure investments that currently exist in the corridor. Bus timetable information is currently available on monitors at bus stops on 2nd Street SW in downtown Rochester. All RT platforms will include visual and audio real-time information. Transit riders are also able to use a computer or mobile device to access this information on DoubleMap App. It is expected real-time tracking for Circulator vehicles would be incorporated into the app. Transit Signal Priority (TSP) is currently being initiated on most of 2nd Street and this project plans to complete the remainder of the route.

Fare Collection. The circulator RT will have entirely off-board fare collection, with full ticket vending machines and fare validation pedestals at each station platform.

Branding. Circulator vehicles, station platforms, signage, and wayfinding will include unique branding. Exterior color scheme will be consistent with RPT brand guidelines while the design will be easily distinguishable from local and express buses.

Fleet. Service will use 10 low-floor, articulated 60-foot electric BRT buses. 12 buses will be purchased to provide two spares for this subfleet. Boarding will be allowed through all doors.
Concurrent Design and Construction

2nd Street SW Reconstruction Project
The City of Rochester intends to design and reconstruct 2nd Street SW from 11th Ave SW to 16th Ave SW as a part of the development of this project. Please see the Key Scoping Issues section for more details.

Transit Oriented Development (TOD) Station Area Planning Study
The City of Rochester was awarded a Federal Transit Administration (FTA) grant under the Pilot Program for Transit-Oriented Development (TOD) Program in December of 2018. The study’s purpose is to conduct a comprehensive assessment and analysis of economic development opportunity, transit-supportive land use possibilities, public realm improvement options and infrastructure that will enhance access and ridership on the planned Rochester Downtown Rapid Transit system. This TOD study includes the review and the eventual elimination of a few of the eleven stations originally proposed stations to a number that more closely meets the station spacing consistent with rapid transit. Additionally, the study will influence this Project Development contract in that the TOD Study will locate and develop high level design concepts for the stations to ensure they work with the transportation networks of the area and meet neighborhood’s needs for use and aesthetic appeal.

SUMMARY OF SCOPE OF WORK

The services of a consulting firm able to provide architectural, civil, electrical, structural, mechanical and other services will be required to carry out this project. In other parts of this document the consulting firm is referred to as the “CONSULTANT”.

The CONSULTANT will be responsible for creating the base plans, bidding documents, design calculations, cost estimates, completing environmental review and final design drawings and specifications for this project. The required consultant services include:

- Various services in support of CITY performed Project Management activities.
- Preparation of required NEPA Documentation; it is anticipated that this project will be able to proceed through the Categorical Exclusion Checklist process.
- Design support and preliminary engineering services consistent with the Project Development (PD) phase as defined in the FTA’s Small Starts Program;
- Advanced project design and engineering for all aspects that require up to 90 percent completion to gain entry into the FTA’s Small Starts Engineering phase;
- Engineering services (including final design sufficient for construction bid documents) as defined in the FTA’s Small Starts Program; and
- Assistance in bidding and construction administration support.

Separate notices-to-proceed will be issued for each of the following phases of work:
- NEPA, initial preliminary engineering activities and completion of 30 percent design;
- Completion of 90 percent advanced design;
- Completion of final design;
- Design support services during construction; and
- Construction Management.

If at any point the CITY determines that the project cannot or should not proceed, no work will be authorized beyond that point. This section provides an overview of the Scope of Work. Work tasks are described in more detail in the Scope of Work section below.

Station Design
This project includes the final design and construction of RT stations as described in the Project Description section above. The design consultant will work with Rochester Public Transit and other stakeholders to design the passenger facilities including finalization of the best locations for those improvements. Proposers should assume that the final siting and sizing of a park and ride at the West and East Transit Villages will be a requirement of successful completion of the preliminary engineering process.

Roadway and Pavement Improvements
Roadway and pavement improvement services including design layouts for pavement, curb and gutter, and storm water management will be required at all new stations. Station level design work will include a traffic and safety analysis as well as a stormwater drainage report. Design of improvements at US 52 and US 14 will require MnDOT review and approval at both preliminary and final engineering phases. This contract does include roadway and pavement improvements on 2nd Street SW from 11th Ave SW to 16th Avenue SW.

Utility relocation
It is the design consultant’s responsibility to identify all affected utilities and if necessary, assist the City of Rochester Public Works staff in establishing utility relocation routes. All disturbed utilities must be addressed in the design plans. Review and approval by MnDOT or other authorities having jurisdiction is required for both preliminary and final designs.

Technologies
The design effort will also include various technologies including, but not limited to – transit signal priority, real-time travel information signs, ticket vending machines, emergency telephones, security cameras, fiber connections and automatic vehicle locators. It is the design consultant’s responsibility to design the infrastructure that will accommodate these technology components. The design of these technology components should be coordinated with design experts of other affected agencies.

Key Scoping Issues
The resolution of technical issues by the CITY will be a major focus of the CONSULTANT within approximately the first six to twelve months of the initial limited Notice-To-Proceed. Below is a listing of key scoping issues as identified by City and DMC staff. This list is not intended to be all-inclusive.

1. Traffic Demand Impact and Assessment
   a. Dedicated Transit Lanes
      The purpose of the proposed RT system is to reduce the number of single occupancy vehicles traveling to Downtown Rochester and increase the number of mass transit riders to meet future mode shift goals established in the Downtown Master Plan and DMC Development Plan. To achieve the desired modal shift through increasing transit capacity may involve reduction in number of general purpose travel lanes on certain travel corridors in Downtown Rochester. The potential reduction in road capacity has arisen as a top concern of community and elected officials. The selected consultant will be requested to investigate and develop a mitigation strategy to address potential implications of any lane reduction(s) and implement a communication strategy to prepare the community for the future rapid transit system.
      b. The Rochester-Olmsted Council of Governments (ROCOG), the Metropolitan Planning Organization for the City of Rochester planning area owns and maintains the metropolitan traffic model.
         The chosen consult will be asked to work with ROCOG and their consultant, SRF Consulting Inc., to produce the traffic model and forecasting needed to complete this project.

2. Transit Village Station Design
   a. Coordination with neighboring property owners / partners for potential development
   b. Inclusion of a potential park and ride facility
      Transit Villages with park and ride facilities are planned at each end of the line. The CONSULTANT will be responsible for designing stations at each location with the consultation of project partners and area residents.

3. East Transit Village Parking Structure
   a. Design and prepare technical drawings for construction
      Consultant will be responsible for identifying a qualified architectural and engineering firm(s) to develop all plans and documents necessary to design a new parking garage and contiguous weather controlled RT station and issue the project for public bid.
      Consultant is expected to include and account for all necessary documents and tasks associated with
developing a design package that may be issued for public bid. These tasks will include, but not necessarily be limited to, the following:

- Client Meetings
- Elevations and Renderings
- Planning and Land Development Approval Process
- Codes Review
- Site Surveys
- Geotechnical Investigations
- Architectural Drawings
- Civil Drawings
- MEP Drawings
- Elevator Design
- Parking Access and Revenue Control (PARCS) System Consultation and Recommendations
- Security System Consultation and Recommendations
- Construction Cost Estimates

4. Design and construction of 2nd Street SW from 11th Avenue SW to 16th Avenue SW

a. The project includes preliminary design, environmental documentation preparation, traffic analysis and final design plans and specifications.

The consultant shall prepare designs for the entire 2nd Street SW right-of-way extending from 11th Ave SW to 16th Ave SW that recognizes and integrates solutions that balance the demands of the many competing vehicular modes and pedestrian needs within the corridor. The plans should provide the City innovative, visionary, and unique streetscapes that are interesting and architecturally appropriate for the community and surrounding neighborhood. The 2nd Street SW, Corridor plan, dated February 2009 and approved by the City Council should be used as a guide to developing initial concepts.

b. Pedestrian Underpass and Northside Transit Station

The reconstruction of 2nd Street SW includes the development of a pedestrian underpass and a new climate controlled transit station on the north side of 2nd St SW across from St. Marys Hospital, located approximately near the existing at-grade pedestrian crossing.

An important part of the design work must address improvements to the bus stops in this corridor. The corridor includes two major bus stops serving Rochester Public Transit (RPT) and private regional commuter buses. In addition, significant taxi and passenger drop off occur in this corridor.

The RPT bus stop for east bound is located at the St Marys Hospital’s old main entrance near the mid-block pedestrian signal in the 1200 block of 2nd Street SW. Generally, most bus activity is either drop-off or pick-up of hospital employees with some ridership generated by passengers headed downtown to the Mayo / Gonda complex. The RPT bus stop for west bound service is located in the 1200 block of 2nd Street SW in front of the Canadian Honker restaurant. The majority of passengers are boarding buses to outbound locations including public and private Park & Ride facilities. There is limited area for boarding, passenger waiting, shelter and other passenger amenities such as information, seating and heat. The RPT buses serving these stops are either outbound or inbound from downtown.

The project design will need to consider the potential land use changes in the corridor particularly on the north side of Second Street as it relates to passenger loading / parking including bus stops. As stated above the west bound bus stop is currently located at the corner of 12th Ave SW and has limited curb area for passenger amenities. The parcel area to the west at 13th Ave SW will be redeveloped as commercial or hotel space.
Advisory and Policy Groups

Working Group
The RT Working Group consists of City of Rochester and Rochester Public Transit staff from Administration, Public Works Community Development, and Community Outreach. Additionally, project partners including, but not limited to, Destination Medical Center (DMC) EDA, Olmsted County, Rochester-Olmsted Council of Governments (ROCOG) and MnDOT District 6. The working group reviews all technical information and recommendations, advises on the feasibility of alternatives and provides a link back to departmental work that impacts Downtown and transit planning.

Technical Advisory Committee
A Technical Advisory Committee (TAC) advises the project planning and design, with representatives from the City of Rochester, Rochester Public Transit, other county and city agencies, MnDOT, and others. Its purpose is to provide technical guidance and assist in the resolution of technical issues in their field.

Project Management Team
A Project Management Team will make technical design decisions based upon guidance and recommendations from the Technical Advisory Committee and the Working Group. The Project Management Team will consist of members of representatives of the City of Rochester, Rochester Public Transit and the Consultant Team’s Project Manager(s).

Project Tools
The Rochester Rapid Transit project will use a web-based Project Management System (PMS) during the design phases and construction of the Project.

The CONSULTANT will be required to comply with and support documentation throughout the work.

CITY’s CAD Standards, The CONSULTANT shall ensure accurate conversion to Microstation V8 using MnDOT’s CAD standards (see: http://www.dot.state.mn.us/caes/CAD/). All reports shall be in Microsoft Word and Excel.
1. CONTRACT MANAGEMENT AND ADMINISTRATION
   A. CONTRACT MANAGEMENT AND ADMINISTRATION
      i. OBJECTIVE:
         1. To coordinate with the City’s personnel in monitoring design and construction of the project to meet the technical, communication, and contractual objectives required for implementation of design, bidding and construction work activities.
      ii. CONSULTANT ACTION ITEMS:
          1. On a weekly basis, review scope progress, budget, staff allocations, and assignments as required to meet contract scope budget and schedule requirements.
          2. Develop monthly estimates of work remaining on each task; analyze and adjust as needed.
          3. Submit other reports, as requested by the City and/or required for the City to comply with its various reporting requirements of participating entities.
          4. Prepare and administer subcontracts, lower-tier contracts, services, and purchase orders.
          5. From time and expense charges, prepare monthly billing with associated backup documentation; including billable hours for each task. Backup is to include copies of receipts for all direct expenses.
          6. Prepare monthly progress report (Format provided by City).
          7. Prepare monthly DBE progress report (Format provided by City).
      iii. DELIVERABLES:
           1. Monthly reports and progress payment requests. These documents will report by Scope of Work Tasks current and projected expenditures, cost-to-complete, earned value, cash flow, and certified firm participation, including detail showing how billings are applied against specific funding sources.
           2. Status narratives describing the work conducted to date, providing a one-month look-ahead to identify the work to be completed, an identification of delays and why they occurred, and the overall anticipated effect on schedule and cost.
      iv. SCHEDULE:
          1. Reports are to be provided monthly no later than the 15th of the month. Progress payment requests are to be provided no more frequently than once per month, unless requested by City.

B. OVERSIGHT PROJECT MEETINGS
   i. OBJECTIVE:
      1. To lead, organize and gain input from the project’s Working Group, Technical Advisory Committee (TAC) and Project Management Team (PMT).
   ii. CITY ACTION ITEMS:
       1. Participate in meetings to solicit input.
       2. Coordinate with Consultant to prepare for meeting or correspondence.
       3. The CITY will provide limited support to CONSULTANT staff preparing graphics or other visuals for the meetings in this task.
   iii. CONSULTANT ACTION ITEMS:
        1. The CONSULTANT will provide the schedule for this task.
        2. The CONSULTANT will advise the CITY on the disciplines required to attend.
        3. Prepare notes from each meeting. Distribute to CITY and meeting attendees.
        4. The CONSULTANT will lead all meetings in this task, with limited support from CITY.
        5. The CONSULTANT shall anticipate the Project Manager and a Senior Design Lead to attend each one of the meetings, the discipline of the Senior Design Lead will be directed by the
CITY based on topics to be reviewed. The CONSULTANT should be prepared to attend the following meetings at discretion of the CITY:
   a. Monthly TAC meetings; and
   b. Monthly Working Group meetings
   c. Bi-weekly PMT meetings

iv. DELIVERABLES:
   1. Create, develop and present information for meetings.

v. SCHEDULE
   1. The CONSULTANT will provide the schedule for this task.

C. PUBLIC MEETINGS, OPEN HOUSES, PRESENTATIONS

i. OBJECTIVE:
   1. To provide leadership, direction and/or assistance for Public Meetings, Open Houses and Presentations.

ii. CITY ACTION ITEMS
   1. The CITY will attend and conduct introductions at all Public Meetings and Open Houses.
   2. Define additional service to be performed and provide CONSULTANT with Schedule of meetings.
   3. Authorize CONSULTANT to provide additional services for each meeting.

iii. CONSULTANT ACTION ITEMS:
   1. The CONSULTANT will lead all Public Meetings and Open Houses.
   2. CONSULTANT will coordinate and reserve all facilities required for public meetings. CONSULTANT will staff those meetings as necessary to assist with facilitating the meetings including preparing meeting invitations, meeting attendance record, refreshments, set-up, take-down, preparing meeting minutes when necessary, and assisting in providing information to attendees.
   3. Prepare all graphics, exhibits, and presentation materials as required for Public Meetings, Open houses and Presentations graphics for CITY use for up to 40 Public Meeting/Open Houses. The CONSULTANT will re-use graphics created during the design process when possible.
   4. Assist in preparation of outreach materials not associated with public meetings such as online surveys.

iv. DELIVERABLES:
   1. The CONSULTANT should anticipate the deliverables to include digital files, poster boards, PowerPoint presentations, exhibits, etc. The CONSULTANT shall anticipate a maximum of 40 meetings/events.

v. SCHEDULE:
   1. The CONSULTANT will provide the schedule for this task.

D. ADMINISTRATIVE AND FINANCE ACTIVITY SUPPORT

i. OBJECTIVE:
   1. To support the CITY’s maintenance and implementation of a set of administrative financial controls which will serve as the basis to ensure that all work related to the RT Project is progressing consistent with the established procedures.
   2. To support the CITY’s implementation and maintenance of project procedures that will support the scope, quality and capital costs, that will ensure the successful completion of the RT project.
ii. CONSULTANT ACTION ITEMS:
   1. CONSULTANT will prepare a financial plan fulfilling the requirements of the FTA Small Starts program. The CITY shall assist the CONSULTANT in the preparation of this financial plan.
   2. CONSULTANT will update the financial plan at milestones of the project including, at a minimum, completion of Preliminary Engineering, request for local funding commitments, and at application for the Small Starts grant agreement. The financial plan will consist of the following:
      a. A completed Small Starts Financial Template;
      b. Funding sources and revenue forecasts;
      c. Proposed project capital budget in both constant year and year of expenditure;
      d. Other planned capital projects;
      e. Annual operating and maintenance (O&M) expenses for the proposed project and existing system
   3. CONSULTANT will prepare an application seeking a project rating fulfilling the requirements of the Small Starts program.

iii. DELIVERABLES:
   1. The CONSULTANT shall assist the City so that the most current FTA guidance is utilized.
   2. CONSULTANT shall prepare up to three updates to the Financial Plan in 2020.
   3. Develop summary report compiling evaluation criteria and estimating projected scoring based on FTA guidance and industry knowledge at completion of Preliminary Engineering and upon seeking a Small Starts project rating.
   4. Prepare an application seeking a Small Starts project rating.

iv. SCHEDULE:
   1. The CONSULTANT will provide the schedule for this task.

2. SCHEDULING

   A. DESIGN PRODUCTION SCHEDULE

   i. OBJECTIVE
      1. To develop and maintain a design production schedule to ensure design activities are coordinated and completed as necessary to meet project deadlines.

   ii. CITY ACTION ITEMS
      1. Assist in maintaining schedule as appropriate.
      2. Identifying potential slippage.

   iii. CONSULTANT ACTION ITEMS:
      1. CONSULTANT to establish a milestone schedule and to comment on CITY’s schedule
      2. Evaluate all identified design elements and establish precedence.
      3. Define design-related activities and duration.
      4. Prepare preliminary schedule for the design of the facilities.
      5. Identify the critical path and the critical items to successful completion of the design.
      6. Review original schedule with CITY.
      7. Adjust schedule as necessary to account for potential conflicts and constraints.
      8. Prepare monthly updates of schedule and review with CITY to determine compliance and to identify corrective measures as necessary. Format of updates to be determined by CITY with CONSULTANT’s input.
      9. Prepare a summary schedule listing all tasks in this work plan with proposed starting and ending dates.
iv. DELIVERABLES:
   1. Preliminary design project schedule and monthly updates.
   2. Summary schedule listing work plan tasks.

v. SCHEDULE:
   1. The original schedule is to be delivered within three weeks of the effective date of the contract.
   2. Monthly updates are to be submitted by the 15th of each month thereafter, when the schedule has changed.

3. DESIGN INPUT
   A. REGULATORY REVIEWS
      i. OBJECTIVE:
         1. To review applicable building codes and other regulations of all other regulatory agencies/utilities with control and/or input into the design and which may affect the work. Other regulatory agencies include, but are not limited to: City of Rochester, Olmsted County, Minnesota Department of Transportation, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, Minnesota State Historical Preservation Office and appropriate watershed districts.
         2. To submit review documents to all other regulatory agencies and meet with agencies, if necessary, to ensure project approval.
         3. Present proposed plans to other regulatory agencies, as required.
         4. Obtain regulatory agencies approval and permits for proposed plans.

      ii. CITY ACTION ITEMS:
         1. Participate in regulatory agency review meetings and correspondence.
         2. Respond in technical memorandum to issues identified.

      iii. CONSULTANT ACTION ITEMS:
         1. Contact regulatory agencies to verify interpretations of codes and/or regulations.
         2. Write brief technical memorandum on all code and/or regulation issue findings.
         3. Contact regulatory agencies and approving roadway authorities to determine appropriate formats and annotation for project deliverables.
         4. Coordinate with CITY to arrange and prepare for meetings or correspondence. The CONSULTANT should anticipate a minimum of 45 meetings for this task.
         5. Prepare agenda and support information for meetings.
         6. Prepare minutes of each meeting. Distribute to City staff.
         7. Prepare necessary permit applications, documents and reports.

      iv. DELIVERABLES:
         1. Agenda and support information for meetings.
         2. Minutes of each meeting.
         3. Technical memorandum summarizing all compliance issues. Modify design to meet codes.
         4. Required permits or related utility indications of concurrence.

      v. SCHEDULE:
         1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.

B. DESIGN CONCEPT REVIEW MEETINGS
   i. OBJECTIVE:
      1. To secure City of Rochester, MN/DOT, Technical Advisory Committee, RPT, Olmsted County and other agency comments by attending and participating in Design Review meetings. Comments shall be centered about function and aesthetics of the proposed
improvements.

ii. CITY ACTION ITEMS:
   1. Attend and participate in Design Concept review meetings.
   2. Provide initial concept plans of each station as basis for design.

iii. CONSULTANT ACTION ITEMS:
   1. Coordinate with CITY to arrange the meetings.
   2. Prepare agenda and support information for meetings.
   3. Participate in meetings to solicit input.
   4. Prepare minutes of each meeting. Distribute to CITY staff.
   5. Coordinate and meet with affected agencies to coordinate design including acquisition, grades and drainage.
   6. Participate in Public Meetings.

iv. DELIVERABLES:
   1. Agenda and support information for meetings.
   2. Minutes of each meeting (Assume 30 Meetings).
   3. Exhibits for and comment logs from Public Meetings.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.

C. DESIGN REVIEW MEETINGS
   i. OBJECTIVE:
      1. To provide an opportunity for the design team to interface with Technical Advisory Committee (TAC) or other applicable stakeholder groups in order to develop 30%, 60% and 90% design packages of each station and associated infrastructure by attending and participating in Design Review meetings.

   ii. CITY ACTION ITEMS:
      1. Attend and participate in the design review meetings.
      2. Provide list of necessary stakeholders for inclusion of each meeting.

   iii. CONSULTANT ACTION ITEMS:
      1. Coordinate with City to arrange the meetings.
      2. Prepare agenda and support information for meetings.
      3. Participate in meetings to solicit input.
      4. Prepare minutes of each meeting. Distribute to CITY staff.

   iv. DELIVERABLES:
      1. Agenda and support information for meetings.
      2. Minutes of each meeting (Assume 30 Meetings).
      3. “As Is” Drawings and Specifications at each milestone.

   v. SCHEDULE
      1. The CONSULTANT shall provide the schedule for this task.

D. VALUE ENGINEERING
   i. OBJECTIVE:
      1. To implement value engineering throughout the design.

   ii. CITY ACTION ITEMS:
      1. Review and comment on value engineering recommendations by the CITY.
iii. CONSULTANT ACTION ITEMS:
   1. Throughout all phases of design, CONTRACTOR is to use a value engineering approach in recommending design alternatives for the CITY’s consideration. Design submittals to the CITY for review and approval are to include a report on value engineering alternative, recommendations and decisions made.

iv. DELIVERABLES:
   1. Periodic value engineering status report.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.

4. PRELIMINARY ENGINEERING ACTIVITIES

A. SITE SURVEY WORK

i. OBJECTIVE:
   1. To document and field verify existing site conditions including elevations, dimensions, locations and conditions, right of way and easements in and around the identified station sites and intersections along the Corridor.
   2. Make determinations if any existing conditions may impact the design of the facilities and site or station location modifications. The base plan drawings will be used for the design.

ii. CITY ACTION ITEMS:
   1. Provide CONSULTANT with existing information related to project that is available to the CITY.
   2. Review and comment on CONSULTANT’s surveys and related submittals.

iii. CONSULTANT ACTION ITEMS:
   1. Perform complete topographic site survey depicting site elevations, above and underground utilities, ground cover, landscaping, etc. and to prepare the base plan drawings of the identified existing conditions. The CONSULTANT will survey each of the proposed station locations along the corridor. The survey at each location should be of an area appropriate to inform the design.
   2. Contact Local Authority to identify and secure existing inventory information, database information, and other related information pertinent to this work.
   3. Conduct site reconnaissance as required to complete the collection of data and to verify database information.
   4. The CONSULTANT will conduct limited additional field surveys as required by design team if proposed limits of construction extend beyond the survey initially collected.
   5. The CONSULTANT will prepare a GIS grade base map of entire route.
   6. The CONSULTANT will research and request as-built drawings from the appropriate agencies for the intersections proposed for TSP implementation. No survey will be performed at those intersections.
   7. Perform analysis to appropriate level to permit completion of this work.
   8. The CONSULTANT shall incorporate into the base map Right-of-Way information as gathered by the CONSULTANT from available mapping and field surveys.
   9. The CONSULTANT shall identify potential Right-of-Way impacts and ways to mitigate them.

iv. DELIVERABLE
   1. Digital copy and one (1) hard copy of all Site Topographic Surveys.

v. SCHEDULE
   1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.
B. GEOTECHNICAL INVESTIGATION

i. OBJECTIVE:
   1. The CONSULTANT shall perform a geotechnical evaluation that will characterize subsurface geologic conditions at the proposed station locations and provide necessary data to inform the design and construction of the circulator.

ii. CITY ACTION ITEMS:
   1. Review and provide input, both written and oral comments on the draft geotechnical report.
   2. Provide any previous soil boring information available to CONSULTANT.

iii. CONSULTANT ACTION ITEMS:
   1. Coordinating the clearing of public utilities at the proposed boring locations.
   2. Obtaining the necessary permits from appropriate jurisdictional authority to perform soil borings at the proposed locations.
   3. Coordinating lane closures (if necessary) with the aforementioned agencies, as well as the movement of traffic control signs
   4. Coordinating the closing of any existing bus stops with the City, RPT and, where appropriate, other service providers.
   5. Coring through the pavements at the proposed boring locations to minimize impact at the boring location and to obtain information on existing pavement materials and thicknesses.
   6. Perform adequate number of standard penetration test soil borings at each location to adequately define the subsurface conditions and make necessary structural design recommendations.
   7. Performing a laboratory testing program to determine soil classifications and soil properties.
   8. Prepare a geotechnical evaluation report that defines the subsurface conditions and provides recommendations for items including, but not limited to, subgrade preparation, pavement design, foundation design and below-grade walls.

iv. DELIVERABLE:
   1. Geotechnical evaluation report

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.

C. ANALYZE TRAFFIC IMPACTS OF PROJECT ALTERNATIVE

i. OBJECTIVE
   1. Analyze and quantify the potential traffic impacts of the planned BRT treatments and transit signal priority for the project alternative. Report on traffic speed and capacity impacts for autos and reliability and operational benefits for BRT under “build” versus “no build” scenarios. The task will include traffic modeling, level of service analysis for evaluation of potential project mitigations, and assessment of mitigation strategies such as signal coordination or capacity enhancement.

ii. CITY ACTION ITEMS:
   1. Provide all existing study information including traffic studies to CONSULTANT.
   2. Coordinate with ROCOG and it’s travel demand modeling consultant (SRF Consulting, Inc) to provide necessary traffic forecasting information for this analysis

iii. CONSULTANT ACTION ITEMS:
   1. Conduct preliminary fact gathering and data collection needed to support traffic impact assessment
2. Conduct preliminary analysis of traffic impact findings
3. Prepare draft technical memorandum for review with project committees
4. Refine analysis and technical memorandum as necessary based on feedback of project committees
5. Provide for Final Deliverables as defined in item 4 (C) (iv) below.

iv. DELIVERABLE:
   1. Preparation of a technical memorandum documenting the results of the traffic analysis
   2. Coordination with client City of Rochester on presentation of information through Public Meeting / Open House efforts as defined in Scope Item 1 (C) above to interested parties and stakeholders in the project

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE

D. NEPA DOCUMENT PREPARATION

i. OBJECTIVE:
   1. The CONSULTANT will complete the documentation necessary to satisfy the National Environmental Policy Act (NEPA) and Section 106 of the National Historic Preservation Act (generally referred to as “Section 106”) requirements of the selected alternative. It is expected that this work will be completed in from January to August of 2020. A final determination of the scope of review has not yet been determined, but it is assumed that the project will either require and Environmental Assessment (EA) or a Documented Categorical Exclusion (DCE).

ii. CITY ACTION ITEMS:
   1. Provide all existing study information including traffic studies to CONSULTANT.

iii. CONSULTANT ACTION ITEMS:
   1. Prepare the Documented Environmental Checklist Document and supporting studies and documentation, completed per FTA guidelines.
   2. Analysis of potential project construction impacts.
   3. Attend up to 12 internal coordination meetings
   4. Attend up to 12 coordination meetings with the FTA and/or consulting parties.
   5. Development and revisions of the Area of Potential Effect (APE)
   6. Analysis of the project’s impact on the APE for:
      a. Traffic and congestion impacts
      b. Aesthetic impacts
      c. Air quality
      d. Environmental justice
      e. Floodplain
      f. Hazardous materials
      g. Noise and vibration
      h. Farmlands
      i. Water quality
   7. A survey and detailed investigation of cultural and historic resources along the corridor, including:
      a. Historic Structures
      b. Archaeological Deposits

iv. DELIVERABLE:
   1. Preparation and revisions of a final environmental document, a historic property report, and an archaeological report.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION
E. PRELIMINARY DESIGN

i. OBJECTIVE:
   1. To develop a set of design plans to 30% completion that provide a clear indication of the design intent.
   2. To incorporate the review comments received from City, its advisors, regulatory agencies and other defined stakeholders.

ii. CITY ACTION ITEMS:
   1. Review and provide input, both written and oral comments on marked drawing sets.
   2. Attend review meetings with CONSULTANT.
   3. Provide all conceptual circulator RT station design work completed to date.
   4. Provide all additional study data including 2040 Circulator Ridership forecasting.

iii. CONSULTANT ACTION ITEMS:
   1. The CONSULTANT shall prepare preliminary design documents and calculations for the selected concepts based on the tasks in Section 3: Design Input. Drawings shall be prepared consistent with Industry Standards. All plans shall include a space in the title block for the “City” title and logo.
   2. Develop and submit a List of Proposed Drawings. Update the list not less often than monthly.
   3. Develop and submit a Proposed Table of Contents for the specification sections. Incorporate public and regulatory agency comments as directed by the CITY.
   4. The CONSULTANT shall perform internal Quality Assurance/QA/QC checks prior to submitting documents; ensure comments from reviews have been incorporated. A Quality Management Plan will be established by the CONSULTANT with the CITY to ensure proper quality review process has been followed. Ensure that each design discipline has coordinated its design aspects with all other design disciplines and that all potential conflicts between disciplines have been addressed and eliminated.
   5. Receive CITY written review comments and marked drawing sets.
   6. If requested by the CITY, arrange for and hold review meeting within 10 days from receipt of comments.
   7. Compile and prepare minutes of meetings. Distribute to CITY and design staff.

iv. DELIVERABLES:
   1. Preliminary Civil Drawings, including:
      a. Index of drawings;
      b. Abbreviations, symbols, and general notes;
      c. Dimensioned street and sidewalk configurations
      d. Cross Sections
      e. Signal plan sheets;
      f. Initial sidewalk and curb ramp design;
      g. Initial Pavement Design;
      h. Basic maintenance of traffic plans;
      i. Pavement markings;
      j. BID QUANTITIES;
      k. Retaining wall locations,
      l. Stormwater collection typical details;
      m. Station locations and configurations
      n. Park-and-ride facility locations and configurations;
      o. Roadway plans, sections and typical details;
      p. Traffic signal operations narrative including transit signal priority;
      q. Lighting and signage plans and typical details;
      r. Composite utility plans;
      s. Other agency impacts; and
2. Preliminary Station Drawings, including:
   a. Index of drawings;
   b. Abbreviations, symbols, and general notes;
   c. Station plans, elevations, sections and typical details;
   d. Construction limits and ROW;
   e. Typical details of station furniture and other architectural features; and
   f. Location of travel time display,
   g. Location of fare collection equipment (Ticket Vending Machines).

3. Preliminary Bridge Drawings, including:
   a. Index of drawings;
   b. Abbreviations, symbols, and general notes;
   c. Preliminary bridge general plans, elevations, sections, profiles and details in accordance with MnDOT requirements for 30% plans.
   d. Construction limits and ROW;
   e. SCHEDULE:
      1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.

F. UTILITY COORDINATION SERVICES
   i. OBJECTIVE:
      1. To coordinate the design of the facilities with each respective Utility for their review, comments, and subsequent approvals
      2. Determine a source of power for each station and provide guidance on relocation of utilities in the areas.
      3. Determine available sources of communication for each station and provide guidance on each alternative relative to CITY policies and required capacity/bandwidth.

   ii. CITY ACTION ITEMS:
      1. Participate in review meeting/correspondence.
      2. Guidance on CITY Information Services departmental requirements and policies

   iii. CONSULTANT ACTION ITEMS:
      1. The CONSULTANT will obtain as-builts from the utilities in areas determined that may affect utilities. The CONSULTANT shall revise the base plan with utility information based on the as-builts and modifications proposed by the utilities and will review to consolidate with utility field measurements completed by the CONSULTANT. The CONSULTANT shall identify potential utility impacts and identify elimination or mitigation strategies for each utility to be applied site-specific conditions in the design process.
      2. The CONSULTANT will act as liaison with the effected utilities, providing the utility communication and consultation necessary to resolve utility issues. The CONSULTANT shall maintain a utility coordination matrix which identifies the potential conflicts by station location, tracks coordination issues and decisions made. Utilities to be modified or relocated may include, but is not limited to, the following:
         a. Power, gas, telephone, street lights, communication, cable, water and sewer.
      3. The CONSULTANT will verify electrical capacity to ensure existing service is adequate for station connection needs.
      4. The CONSULTANT will verify communications available on site, and determine the preferred approach to connecting station communication infrastructure. Options may include wireless connections, use of existing infrastructure, or construction of new infrastructure.
iv. DELIVERABLES:
   1. Utility Coordination Matrix in MS Excel format.
   2. Existing Utilities Map by station area in plan and profile.
   3. Technical memorandum summarizing electrical and communication requirements and availability.
   4. Agenda and support information for meetings.
   5. Minutes of each meeting.
   6. Technical memorandum summarizing all compliance issues. Modify design to meet codes.
   7. Required permits or related utility indications of concurrence.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.

G. CONSTRUCTION COST ESTIMATES

i. OBJECTIVE:
   1. To provide estimates of the construction cost of the project at the 30% design level of completion.

ii. CITY ACTION ITEMS:
   1. Review and approve estimates of contingency and escalation factors.
   2. Provide cost estimate cover sheet and template.

iii. CONSULTANT ACTION ITEMS:
   1. Identify basis of cost estimate including cost year and basis for escalation to implementation schedule.
   2. Estimate physical construction costs based on 30% design documents.
   3. Apply suitable contingency and escalation factors for costs estimated at the preliminary state of design.

iv. DELIVERABLE:
   1. Electronic copy of cost estimate with the 30% submittal

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.

5. ADVANCED ENGINEERING ACTIVITIES

A. DETAILED DESIGN AND CONSTRUCTION DRAWINGS (60% AND 90%)

i. NOTE: AS INDICATED IN THE PROJECT SUMMARY A SEPARATE NOTICE TO PROCEED WILL BE PROVIDED FOR THIS WORK.
   1.

ii. OBJECTIVE:
   1. To advance the 30% preliminary engineering documents to develop a set of construction plans that incorporate all details necessary for the construction of the facilities.
   2. To develop a set of 60% engineering documents providing sufficient information to obtain an FTA Small Starts Rating.
   3. To incorporate the review comments received from City, MnDOT, RPT, Olmsted County, utilities, and other regulatory agencies as directed.
   4. To provide a record of all calculations necessary to support the final design, documenting of all assumptions, methods, resources, and results.
   5. Prepare Project Manuals that include the specifications required to correspond with the level
iii. CITY ACTION ITEMS
   1. Review and provide input, both written and oral comments on marked drawing sets.
   2. Identify City preferences and requirements for preparing the Project Manual.

iv. CONSULTANT ACTION ITEMS
   1. The CONSULTANT shall develop the design to the 60% and 90% level of completion review based on the tasks in Section 4: Preliminary Engineering. Drawings shall be prepared consistent with Industry Standards. All plans shall include a space in the title block for the “City” title and logo.
   2. Develop and submit a List of Proposed Drawings. Update the list not less often than monthly.
   3. Receive CITY written review comments and marked drawing sets.
   4. If requested by the CITY, arrange for and hold review meeting within 10 days from receipt of comments.
   5. Compile and prepare minutes of meetings. Distribute to City and design staff.
   6. The CONSULTANT shall perform internal Quality Assurance/Quality Control (QA/QC) checks prior to submitting documents; ensure comments from reviews have been incorporated. A Quality Management Plan will be established by the CONSULTANT with the CITY to ensure proper quality review process has been followed. Ensure that each design discipline has coordinated its design aspects with all other design disciplines and that all potential conflicts between disciplines have been addressed and eliminated.
   7. The CONSULTANT will assist the CITY in conducting Risk Assessment Workshop at completion of the 60% design documents. The purpose of the Risk Assessment is to assess the likelihood that a Project can be completed at or below budget using statistical methods. The CONSULTANT shall provide expertise to support the statistical analysis and assist the CITY in developing the risk register and mitigation strategies. A forecast of required cost and schedule contingency will also be developed by the CONSULTANT. The Risk Assessment is an FTA requirement.

v. DELIVERABLES:
   1. Updated list of drawings as needed.
   2. 5 sets (hardcopies) each of the 60% and 90% completed drawings (fewer may be required, if so indicated by the CITY).
   3. One copy of electronic files.
   5. Copies of the minutes of the review meetings.

B. SPECIFICATIONS AND CONSTRUCTION DOCUMENTS

   i. OBJECTIVE
      1. Prepare Project Manuals which includes the specifications required to correspond with the 60% and 90% Design Drawing package.

   ii. CITY ACTION ITEMS:
      1. Prepare Procurement and Contracting Requirements.
      2. Prepare General Requirements.
      3. Review and provide input, both written and verbal comments of marked specification submittals.
      4. Attend review meetings with CONSULTANT.

   iii. CONSULTANT ACTION ITEMS:
      1. Update the Proposed Table of Contents
      2. Review General Requirements guide specification sections. Modify to be project specific and
return to CITY for review.
3. Prepare additional General Requirements project-specific specification sections, as needed.
4. Prepare final version of General Requirements specification sections.
5. Create facility construction guide specification sections as necessary to make project-specific, and utilize where applicable.
6. Prepare additional facility construction project-specific specification sections.
7. Submit requests for new Section Numbers and Section Titles to the CITY.
8. Submit at least first drafts of project-specific sections with the 60% submittal.
9. Incorporate comments into remaining specification section production.
10. Submit complete project-specific specification sections with the 90% submittal.
11. Each submittal shall further refine and advance the specifications, incorporating comments from reviews.
12. Prepare shop drawing submittal list and other information for inclusion in the Bidding Documents.
13. Arrange for and hold review meeting concurrent with drawing review meetings.

iv. DELIVERABLES:
1. Proposed Table of Contents of specification sections within 4 weeks of Notice to Proceed.
2. Updated Table of Contents as needed.
3. 5 sets (hardcopies) each of the 60% and 90% specification sections (fewer may be required, if so indicated by the CITY).
4. One copy of electronic files.
5. Review comments on CITY prepared parts of bidding documents.

v. SCHEDULE:
1. The CONSULTANT shall provide the schedule for this task.

C. CONSTRUCTION COST ESTIMATES

i. OBJECTIVE:
1. To provide estimates of the construction cost of the project at the 60% and 90% design level of completion.

ii. CITY ACTION ITEMS:
1. Review and approve estimates of contingency and escalation factors.

iii. CONSULTANT ACTION ITEMS:
1. Identify basis of cost estimate including cost year and basis for escalation to implementation schedule.
2. Estimate physical construction costs based on 60% and 90% design documents.
3. Apply suitable contingency and escalation factors for costs estimated at the preliminary state of design.

iv. DELIVERABLE:
1. Electronic copy of cost estimate with the 60% and 90% submittals.

v. SCHEDULE:
1. The CONSULTANT shall provide the schedule consistent with the milestones of Section 2: Schedule.
6. FINAL ENGINEERING ACTIVITIES

A. FINAL DESIGN AND CONSTRUCTION DRAWINGS

i. NOTE: AS INDICATED IN THE PROJECT SUMMARY A SEPARATE NOTICE TO PROCEED WILL BE PROVIDED FOR THIS WORK.

ii. OBJECTIVE:
   1. To prepare a complete, final bid set of Bidding Documents that incorporates all comments by the CITY, and that are ready for advertising and printing for distribution to potential bidders.

iii. CITY ACTION ITEMS:
   1. Assist in the coordination of document delivery to the CITY’s Contracts and Procurement teammates.
   2. Distribute bidding documents, including electronic copy to CONSULTANT.

iv. CONSULTANT ACTION ITEMS:
   1. Incorporate comments from 90% review.
   2. Prepare and provide a written response to CITY review comments associated with the 90% design review.
   3. Seal and sign all documents.
   4. Deliver bidding documents of all bid packages to CITY for reproduction.

v. DELIVERABLE:
   1. One set of Bidding document originals (for each contract), signed and ready for reproduction. Project Manuals shall be on 8-1/2 by 11 inch sheets. Drawings shall be on 22 by 34 inch sheets. Final bidding documents shall be signed by a licensed professional.
   2. One electronic format (PDF) set of the bidding document originals.

vi. SCHEDULE:
   1. The CONSULTANT shall provide the schedule consistent with the milestones of Series 2000.

7. PRE-BID AND BID ACTIVITIES

A. PRE-BID ACTIVITIES

i. OBJECTIVE
   1. Assist CITY in conducting pre-bid meetings; reviewing the bids; and preparing conformed contract documents.

ii. CITY ACTION ITEMS:
   1. Print bidding documents for distribution to potential bidders
   2. Advertise project, distribute bidding documents, and maintain lists of plan holders.
   4. Prepare and issue final recommendation for award of contracts.
   5. Prepare and issue Notices of Award.
   6. Receive, review, and complete execution of construction contract documents.

iii. CONSULTANT ACTION ITEMS.
   1. Prepare agenda and make meeting room arrangements for pre-bid meetings.
   2. Prepare meeting space and conduct pre-bid meetings and site inspections with plan holders.
   3. Prepare pre-bid meeting minutes.
   5. Make presentation on technical aspects of the contract work at pre-bid meetings.
   6. Respond to technical questions raised at the pre-bid meetings.
   7. Review and comment on pre-bid meeting minutes.
8. Respond to technical issues raised by bid irregularities, bid protests or budgetary issues.
9. Provide the CITY with a written recommendation regarding knowledge of and experiences encountered by the CONSULTANT with the apparent low bidders, if requested by CITY.

iv. DELIVERABLES:
   1. Pre-bid meeting minutes comments (Assume 3 Meetings).
   2. Responses to technical issues raised by bid irregularities, bid protests or budgetary issues.
   3. Written recommendation on the apparent low bidders, if requested.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.

B. PREPARE ADDENDA

i. OBJECTIVE:
   1. To prepare addenda responding to significant comments received and to implement corrections discovered during the bid period.

ii. CITY ACTION ITEMS:
   1. Maintain logs/files of telephone calls and correspondence with plan holders during the bidding period and communicate significant information.
   2. Maintain logs and files of all plan holders for issuance of addenda.
   3. Maintain files of certified mail or other receipts, which document delivery of addenda.
   4. Review, approve and issue the addenda, based on information provided by CONSULTANT.
   5. Supply CONSULTANT with format for preparing addenda.
   6. Prepare final draft, print, and distribute addenda.

iii. CONSULTANT ACTION ITEMS:
   1. Prepare draft of addenda, to respond to any questions raised by potential bidders and other plan holders and to incorporate any revisions, changes, additions or deletions identified by the design team, the City, or others.
   2. Maintain logs of any telephone calls received from potential bidders and plan holders during the bid period.
   3. Maintain files of any correspondence received from potential bidders and plan holders during the bid period.

iv. DELIVERABLES:
   1. Logs of telephone calls.
   2. Files of correspondence.
   3. Draft addenda.
   4. Reproducible originals of all final addenda.
   5. Copies of project addenda documents.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.

C. PREPARE CONFORMING CONSTRUCTION DOCUMENT SET

i. OBJECTIVE:
   1. To prepare a complete, final Construction Document set, which incorporates all bid addenda into the Drawings and Specifications.

ii. CITY ACTION ITEMS:
   1. Print construction document for potential bidders.
   2. Distribute construction document.
iii. CONSULTANT ACTION ITEMS:
   1. Incorporate all bid addenda into the Drawings and Specifications.
   2. Seal and sign all documents.
   3. Deliver construction document to CITY for reproduction.

iv. DELIVERABLES:
   1. One set of construction document originals (of appropriate size), signed and ready for reproduction. Technical specifications shall be on 8-1/2 by 11 inch sheets. Other information to be included in the Project Manual shall be on 8-1/2 by 11 inch sheets or 11 by 17 inch sheets.
   2. One electronic format set of the construction document originals.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.

8. SERVICES DURING CONSTRUCTION

A. CONSTRUCTION ADMINISTRATION SUPPORT

i. OBJECTIVE:
   1. To support CITY construction administration in ensuring compliance with the contract documents.

ii. CITY ACTION ITEMS:
   1. Conduct all preconstruction and construction meetings.
   2. Prepare and distribute minutes.
   3. Monitor and coordinate contractor Request for Information (RFI’s) and CONSULTANT responses.
   4. Conduct all construction observation.
   5. Forward questions arising in the field during construction to the CONSULTANT in the form of an RFI.
   6. Receive and transmit all communications, submittals, responses, and related correspondence between the contractor and the CONSULTANT.

iii. CONSULTANT ACTION ITEMS:
   1. Attend preconstruction conference and planning meetings.
   2. Attend permit meeting.
   3. Attend scheduled construction meetings, as directed by the project manager, and conduct unscheduled site visits as requested. Construction meetings shall be as needed during the construction phase. Be available by telephone at time of construction meetings when attendance is not requested (Assume weekly for duration of construction).
   4. Provide a written response to all RFIs within 3 days unless status is more urgent.
   5. Maintain files of all RFIs.
   6. When requested by CITY, communicate and coordinate specific project needs with the construction contractor.
   7. At the end of the project, close out project files.

iv. DELIVERABLES:
   1. Written responses to RFIs from construction management personnel.
   2. Copies of RFI files.
   3. Copy of close-out project files.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.
B. REVIEW SHOP DRAWING SUBMITTALS

i. OBJECTIVE:
   1. To review vendor submittals and ensure compliance with the contract documents.

ii. CITY ACTION ITEMS:
   1. Coordinate contractor’s submittals and distribute to CONSULTANT.
   2. Review CONSULTANT’s responses.
   3. Distribute reviewed CONSULTANT responses to contractor.
   4. Distribute/maintain submittal logs.

iii. CONSULTANT ACTION ITEMS:
   1. Receive and log all contractor submittals.
   2. Provide weekly update to the CITY’s Authorized Representative (CAR).
   3. Review and provide comments or approval of submittals as appropriate, including:
      a. Shop drawings
      b. Certified test reports
   4. Return submittals to CITY marked with appropriate comments, within ten calendar days of receipt from the contractor.
   5. Maintain files of all submittals, as received and as returned.
   6. Submit weekly reports on the status of submittals.

iv. DELIVERABLES:
   1. Stamped and marked-up shop drawings.
   2. Initial list of submittals.

v. SCHEDULE:
   1. Respond within 10 days of receipt.

C. ASSISTANCE WITH CHANGE ORDERS AND FIELD MODIFICATIONS

i. OBJECTIVE:
   1. To assist CITY’s construction administration personnel in preparing documentation for change order requests and field modifications.
   2. To furnish CITY’s Authorized Representative (CAR) with documentation of such changes for the project.

ii. City Action Items:
   1. Direct review, coordination and cost/schedule negotiation of change orders and field modifications, and preparation of agreements with contractor.

iii. CONSULTANT ACTION ITEMS:
   1. Review proposed changes and determine need for additional calculations, drawings and/or specifications. Notify CAR if needed, and obtain CITY’s direction before proceeding with design change.
   2. Evaluate additional material and communicate written opinion on proposed change to CAR.
   3. Prepare reproducible original of design changes and five (5) copies. Design support information shall be certified by a professional engineer or architect, as appropriate, registered in the State of Minnesota.

iv. DELIVERABLES:
   1. Reproducible originals and five (5) copies of all additional contract documents needed for change orders.
v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task.

D. RECORD DRAWINGS

i. OBJECTIVE:
   1. To prepare and deliver record drawings documenting alterations in the work that has occurred during construction that affect the contract documents.

ii. CITY ACTION ITEMS:
   1. Provide to the CONSULTANT copies of marked plans, sketches, notes, change orders, field modification records and schedules developed during construction that depict changes. Assist CONSULTANT in interpretation of data and records provided.

iii. CONSULTANT ACTION ITEMS:
   1. Periodically update all electronic files to incorporate all changes that have occurred in the Contract Documents to date since the issuance of the Bidding Documents. Files shall be updated within 30 days of receipt of revision documents from the CITY’s Authorized Representative (CAR).
   2. Produce additional drawings when necessary to provide supplemental detail.
   3. Submit paper copies of updated Contract Documents to CAR within 45 days of receipt of revision documents from CAR.
   4. Within 30 days following substantial completion of construction, prepare and submit to CAR final, as-recorded Contract Documents. Submittal shall include all electronic files, produced per industry standards. Mylar copy of all drawings; and three (3) paper copies of the final as-recorded Contract Documents.

iv. DELIVERABLES:
   1. Products to be delivered to CITY are: Record drawings, including electronic drawing files and hard copies as per industry standards.

v. SCHEDULE:
   1. The CONSULTANT shall provide the schedule for this task, but record drawings shall be submitted no later than 30 days following substantial completion of construction.

9. EAST TRANSIT VILLAGE PARKING STRUCTURE

A. DESIGN AND DEVELOPMENT

i. OBJECTIVE
   1. To develop a set of parking structure design plans to 100% completion that provide a clear indication of the design intent.
   2. To incorporate the review comments received from City, its advisors, regulatory agencies and other defined stakeholders.

ii. CITY ACTION ITEMS:
   1. Review and provide input, both written and oral comments on marked drawing sets.
   2. Attend review meetings with CONSULTANT.
   3. Provide all conceptual parking structure / station design work completed to date.
   4. Provide all additional parking structure requirements.

iii. CONSULTANT ACTION ITEMS:
   1. The CONSULTANT shall prepare preliminary design documents and calculations for the selected concepts. Drawings shall be prepared consistent with Industry Standards. All plans shall include a space in the title block for the “City” title and logo.
2. Develop and submit a List of Proposed Drawings. Update the list not less often than monthly.
3. Develop and submit a Proposed Table of Contents for the specification sections. Incorporate public and regulatory agency comments as directed by the CITY.
4. The CONSULTANT shall perform internal Quality Assurance/Quality Control (QA/QC) checks prior to submitting documents; ensure comments from reviews have been incorporated. A Quality Management Plan will be established by the CONSULTANT with the City to ensure proper quality review process has been followed. Ensure that each design discipline has coordinated its design aspects with all other design disciplines and that all potential conflicts between disciplines have been addressed and eliminated.
5. Receive CITY written review comments and marked drawing sets.
6. If requested by the CITY, arrange for and hold review meeting within 10 days from receipt of comments.
7. Compile and prepare minutes of meetings. Distribute to CITY and design staff.

iv. DELIVERABLES
1. Preliminary Civil Drawings, including:
   a. Index of drawings;
   b. Abbreviations, symbols, and general notes;
   c. Dimensioned street and sidewalk configurations
   d. Cross Sections
   e. Initial Pavement Design;
   f. Basic maintenance of traffic plans;
   g. Pavement markings;
   h. BID QUANTITIES;
   i. Retaining wall locations,
   j. Stormwater collection typical details;
   k. Station locations and configurations
   l. Lighting and signage plans and typical details;
   m. Composite utility plans;
   n. Other agency impacts; and
   o. Station site plans for each station;
   p. Construction limits and ROW;

2. Preliminary Station Drawings, including:
   a. Index of drawings;
   b. Abbreviations, symbols, and general notes;
   c. Station plans, elevations, sections and typical details;
   d. Construction limits and ROW;
   e. Typical details of station furniture and other architectural features; and
   f. Location of fare collection equipment (Ticket Vending Machines).

v. SCHEDULE
1. The CONSULTANT shall provide the schedule consistent with the milestones of Section 2: Schedule.

10. MISCELLANEOUS SERVICES

A. AS AUTHORIZED BY PROJECT MANAGER

i. OBJECTIVE:
   1. To provide services, support, or assistance not defined in Sections 1 through 8 as necessary and as authorized by the project manager.
   2. The hours for this task should be 10% of total hours for defined scope of work.

   ii. CITY ACTION ITEMS:
1. Define additional service to be performed.
2. Authorize CONSULTANT to provide necessary service.

iii. CONSULTANT ACTION ITEMS:
1. Evaluate defined scope of service to be performed and provide estimate of costs.
2. Perform authorized additional services as defined by project manager.

iv. DELIVERABLES:
1. To be determined by project manager.

v. SCHEDULE:
1. CITY shall provide schedule for this work.
Responders are encouraged to propose additional tasks or activities if they will substantially improve the results of the project.

**Anticipated Term**
The term of this contract is anticipated to run from February 1, 2020 to February 1, 2026 with the option to extend an additional five years in one year increments.

**QUESTIONS**
Responders who have any questions regarding this RFP must submit questions, by e-mail only, to:

Jarrett Hubbard
JHubbard@Rochestermn.gov

All questions and answers will be posted on City’s Requests for Proposals Web Page at https://www.rochestermn.gov/departments/public-works/rfps-bid-projects/requests-for-proposals under this project’s section.

All prospective responders will be responsible for checking the web page for any addendums to this RFP and any questions that have been answered. **Note that questions will be posted verbatim, as submitted.**

Questions regarding this RFP must be received by the City no later than 2:00 p.m. Central Standard Time on December 20, 2019.

The City anticipates posting answers to such questions no later than 2:00 p.m. Central Standard Time on January 3, 2020.

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

**PROPOSAL CONTENT**
The following will be considered **minimum** contents of the proposal, and must be submitted in the order listed:

1. **Contact Information:**
   Responders must clearly identify the company’s full legal name, business address, contact person’s name, telephone number, fax number and e-mail address (as available).

2. **Project Understanding:**
   Responders must clearly state their understanding of the project objectives, goals and tasks to show or demonstrate their view of the nature of the project. Responders should demonstrate their understanding by using their own words rather than simply repeating what is listed in the RFP.

3. **Responder Experience & Qualifications (Company & Key Personnel):**
   Responders should provide information detailing the background and experience of the company, and the project personnel. To do this, responders must:
   - Provide an outline of their background and experience, with examples of similar work done including any references provided by the Proposer.
   - List the personnel who will be working on this project, specifically detailing their training and work experience. Responses should also include general qualifications, specialized qualifications and professional competence in areas directly related to this RFP, and successful completion of similar projects.

If sub consultants are to be used on this project, responders must also outline their background and experience, including examples of similar work done by each sub consultant. Responders must also provide a list of the sub consultants’ personnel who will perform work on the project, detailing their training and work experience.

Note that no change in personnel assigned to the project will be permitted without the written approval of the City’s Project Manager.
Qualification and experience of the “firm” should be demonstrated by the experience of the personnel proposed.

4. **Work Plan – Project Approach:**
   Responders must provide a detailed work plan, which must identify the major tasks to be accomplished. Responders must be sure to not only describe what will be done, but explain **how** each task will be accomplished. These tasks will be used as a scheduling and management tool, as well as the basis for invoicing. The detailed work plan must present:
   - The Overall Project Approach
   - A Breakdown of the Project Tasks, detailing the tasks, and how they will be completed
   - Deliverable Due Dates and an Overall Project Schedule
   - A List of Personnel Working on the Project, including details of each person’s role, by task
   - A clear and detailed description of deliverables that includes the format and schedule of the deliverables to be provided in order to meet the needs of the project.

5. **Price Proposal:**
   Responders must provide a detailed price proposal executed by an officer of the responding firm. **Important note: cost and pricing information must be submitted in a separate, sealed and marked envelope.**

6. **Forms, Documents and Certifications:**
   Responders must complete and submit all required forms, documents and certifications, required under any other section of this solicitation. These forms, documents and certifications will NOT be included in any page limit set for this solicitation, as applicable.

   a. **Required Forms and Documents:** Responders must complete and submit the forms and documents required under any other section of this solicitation.

   b. **Solicitation of Disadvantaged Business Enterprises Statement:** Responders must provide the following information and signatures:
      a.  

      **Responders must not include price information either in the body of their proposal.**
PAGE LIMITS
The responder’s submittal must adhere to the page limitations identified in the following table. If any of the responder’s document exceed the page limits identified, the excess pages will not be reviewed, regardless of content.

<table>
<thead>
<tr>
<th>Document</th>
<th>Maximum Number of Pages</th>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal</td>
<td>35 pages</td>
<td>Single-sided, 8.5”x11” pages, with no smaller than 11 point font.</td>
</tr>
</tbody>
</table>

Note: Cover letter and required forms are NOT included as part of the page limit.

PROPOSAL SUBMITTAL INSTRUCTIONS
All proposals must be mailed (United States Postal Service), expressed (UPS, FedEx or other similar express carrier) or dropped off to the attention of:
Jarrett Hubbard, Project Manager
City of Rochester, Minnesota
City Administration
201 4th Street SE
Rochester, MN 55904-3781

All proposals must be received no later 2:00 p.m. Central Standard Time on January 13, 2020.

Responders must submit one hard copy of the proposal, along with one copy of the entire response on a flash drive or compact disk. The proposal must be submitted in a sealed mailing envelope or package, clearly marked “Proposal” on the outside.

PROPOSAL EVALUATION
Representatives of the City of Rochester and transit partners will evaluate all proposals received by the deadline. An interview may be part of the evaluation process. A 100-point scale will be used to create the final evaluation recommendation. The factors and weighting on which proposals will be judged are broken down in the following table:

<table>
<thead>
<tr>
<th>Rating Factor</th>
<th>Weighting Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Understanding:</td>
<td>10%</td>
</tr>
<tr>
<td>Responder Experience (Company &amp; Key Personnel):</td>
<td>30%</td>
</tr>
<tr>
<td>Responder Qualifications (Company &amp; Key Personnel):</td>
<td>30%</td>
</tr>
<tr>
<td>Work Plan – Project Approach:</td>
<td>30%</td>
</tr>
</tbody>
</table>

Proposals will be evaluated and a successful responder will be chosen on the basis of qualifications only. The successful responder will be required to submit a detailed scope of services and budget promptly after notification of selection. The City of Rochester’s Project Manager and the successful responder will then meet to negotiate the final scope of services and compensation. If the City of Rochester and the successful responder are unable to agree upon a scope of services and compensation within a reasonable time (as determined by City, in its sole discretion), then City may declare negotiations to be at an impasse, and may commence negotiations with the next highest-ranked responder.

If required, an in-person interview will be conducted with a set of select, high scoring proposers on Tuesday, January 21, 2020.

The City of Rochester anticipates that the evaluation and selection will be completed by February 25, 2020.

PRE-PROPOSAL CONFERENCE
A Pre-Proposal Conference has been scheduled for December 19, 2019 at 9:00 a.m. at the City Hall located at 201 4th Street SE, Rochester, MN 55904.

Attendance at the Pre-Proposal Conference is NOT mandatory for Contractors intending to submit a response to the RFP.
Specific inquiries concerning the RFP submitted in writing to the Project Manager prior to the Pre-Proposal Conference may be addressed during the Pre-Proposal Conference. While questions will be permitted during the Pre-Proposal Conference, answers may be deferred and included in a subsequent written response posted on the City’s RFP webpage.

GENERAL REQUIREMENTS

*In addition to any requirements or obligations included or referenced elsewhere in this RFP, all of the following shall apply to and be included within all contracts resulting from or related to this RFP:*

Late proposals will not be considered. Fax and e-mail proposals will not be considered. All costs incurred in responding to this RFP will be borne by the responder.

NOTIFICATION OF CHANGES TO RFP

The City shall not be held responsible to notify prospective Contractors of changes to this RFP. All recipients of this RFP should monitor the Rochester Public Works website at https://www.rochestermn.gov/departments/public-works/rfps-bid-projects/requests-for-proposals where any changes to this RFP will be posted.

CHANGES TO PROPOSAL

No changes to a prospective Contractor’s proposal will be accepted after submission, unless specifically requested by the City in writing.

FUNDING

All City expenditures are subject to appropriation of funds. Therefore, the City reserves the right to discontinue the RFP process if funding is not available.

OWNERSHIP OF PROPOSALS

All materials submitted in response to this RFP will become property of the City of Rochester and will become public record, in accordance with Minnesota Statutes §13.591, after the evaluation process is completed. Pursuant to the Statute, completion of the evaluation process occurs when the City of Rochester has completed negotiating the contract with the successful responder.

If a responder submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes §13.37, the responder must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the City, its agents and employees, from any judgments or damages awarded against the state in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the City’s award of a contract.

In submitting a proposal in response to this RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the City. The City is required to keep all the basic documents related to its contracts, including responses to RFPs, for a minimum of seven years.

The City of Rochester will not consider the prices submitted by the responder to be proprietary or trade secret materials.

CONTRACTORS’ EXPENSES

Prospective Contractors are solely responsible for their own expenses in preparing a proposal, attending the pre-proposal conference and facility tour and fleet review, and subsequent negotiations with the City, if any.

RIGHT TO AWARD CONTRACT

The City reserves the right to award a contract, and the right not to award a contract at all, on the basis of responses received to this RFP.

ACCEPTANCE OF PROPOSALS

This RFP should not be construed as a contract to purchase goods or services. The City is not bound to accept the lowest price or any proposal of those submitted.
LIABILITY FOR ERRORS
While the City has used considerable efforts to ensure an accurate representation of information in this RFP, all prospective Contractors are urged to conduct their own investigations into the material facts and the City shall not be held liable or accountable for any error or omission in any portion of this RFP.

ACCEPTANCE OF TERMS
All the terms and conditions of this RFP are deemed to be accepted by the Contractor and incorporated in its proposal except those conditions and provisions that are expressly excluded. Rejection of terms and conditions will be taken into account by the City in deciding whether and to whom to award a Contract.

PAYMENT HOLDBACK
The City shall not pay the final month’s contract price and invoice amount until contract closeout is complete including return of vehicles, and any other City-owned equipment, the satisfactory receipt of written assurance that all payments to employees and suppliers have been made by the Contractor, and completion of the End of Contract Report for Amounts Paid to DBEs.

FINANCIAL STABILITY
The successful Contractor must demonstrate financial stability and the City reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting proposals.

NEGOTIATION DELAY
If any contract cannot be negotiated within 30 days of notification to the designated Contractor, the City may terminate negotiations with that Contractor and negotiate a contract agreement with another Contractor of its choice, or decline to enter Contract negotiations with any Contractor.

COMPETITIVE RANGE
An award may be made based on initial proposals. If not, the evaluation procedure will identify all Contractors’ capable of providing a solution based on the written proposals and then develop a “Competitive Range” based on the cost proposals. All Contractors deemed capable of providing a solution within the “Competitive Range” will be evaluated further and may be asked to make formal oral presentations or additional submissions.

DEBRIEFING
Upon written request from an unsuccessful Contractor, the City’s Project Manager may arrange for a debriefing session. A debriefing is not an opportunity to challenge the decision. Any challenge to the RFP process or award must be done in accordance with the procedures set forth in this RFP. All other means or methods of protest are waived. Once debriefing ends, the RFP process is finished and the RFP will not be discussed further with the Contractor at any time.

SUBCONTRACTING
Utilizing a subcontractor, who must be clearly identified, to remedy deficiencies in the prime Contractor’s product or service is acceptable. This also includes a joint submission by two Contractors having no formal corporate links. However, in such a case, one of these Contractors must be prepared to take overall responsibility for successful interconnection of the two-product/service lines and this responsibility must be defined in the proposal. Subcontracting to any consulting firm or individual involved in the preparation of this RFP is not permitted.

DEFINITION OF CONTRACT
The City may, at its option, notify a Contractor in writing that its proposal has been accepted and such acceptance shall, at the City’s option, constitute the making of a formal contract for the services set out in the RFP. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for services, and no Contractor shall acquire any legal or equitable rights or privileges whatever relative to the services until the City has delivered a fully executed written agreement to the Contractor. Award of Contract occurs when a formal contract has been finalized. A Recommendation of Award does not constitute award of contract. If a Contract is awarded, it shall be awarded to the responsive and responsible Contractor whose offer conforming to the RFP will be most advantageous to the City, in the City’s judgment, as set forth in the Evaluation Criteria.

APPEALS AND REMEDIES
Any actual or prospective Contractor or individual who is aggrieved in connection with the solicitation or award of a contract pursuant to this RFP may protest in the manner specified herein in this RFP. All other means or methods of protest are waived and no other protest procedures are available.

LABOR DISRUPTIONS
Any contract resulting from this RFP process is subject to the right of the City to postpone acceptance of delivery and payment by the City in the event of any form of labor disruption.

CONTRACT ADMINISTRATOR
The City’s Project Manager, and their designee, shall oversee the contract awarded to the successful Contractor. In addition, the successful Contractor will be expected to name a counterpart project manager. The Contractor’s project manager will be responsible for providing scheduled status reports to the City.

COMPLIANCE WITH LAWS
Contractor shall give all notices and obtain all the licenses and permits required to perform the work. Contractor shall comply with all the laws applicable to the work and the performance of the Contract.

FOREIGN NATIONALS
Employers are required by Federal law to verify that all employees are legally entitled to work in the United States. Accordingly, the City reserves the right to request legally mandated employer held documentation attesting to the same for each consultant assigned work under any contract awarded as a result of this solicitation. In accord with such laws, the City does not discriminate against individuals on the basis of national origin or citizenship.

GOVERNING LAW
This RFP and any contract entered into between the Contractor and the City shall be governed by and in accordance with the laws of the State of Minnesota and the United States of America, and any disputes following the completion of a protest as set forth herein shall be venued in a court of competent jurisdiction in the State of Minnesota.

CURRENCY AND TAXES
Prices are to be in U.S. Dollars, duty and delivery FOB destination included. The City is exempt from some sales and use taxes.

PAYMENT TERMS
The City’s standard payment term is between 30 and 60 days upon receipt of invoice after services are performed or goods delivered.

CONTRACT TERM
Initial Term. The Contract between the City and successful Contractor will have an initial term of 74 months. The Contract will have an anticipated start date of February 1, 2020 and an end date of March 31, 2026.

Extended Terms. In order to avoid any unnecessary disruption of services, and to secure and consistently maintain the best available services for the public, the City may, at its option, extend the Contract for one additional term of 12 months, followed by up to three additional terms of 12 months each. In the event the City, at its option, exercises all possible extensions of the Contract, the total term of the Contract would be 122 months.

Exercise of Option to Extend. At least 120 days prior to the end of the Initial Term or any Extended Term, the City shall notify the Contractor in writing whether it intends to exercise a remaining option. The right to extend the Contract is a unilateral right of the City to obtain the services set forth in the Contract for the duration of the Extended Term(s). The Contractor acknowledges and agrees that it is obligated, upon exercise of the option by the City, to provide the services described in the Contract for the duration of the Extended Term(s).

CONTRACTOR ASSURANCES
Contractor warrants that it has carefully reviewed the needs of the City as described in the RFP and its attachments and otherwise communicated in writing by the City to the Contractor that it has familiarized itself with the City’s specifications, and warrants that it can provide such services as described in the RFP and as represented in its Proposal.
CONFIDENTIALITY, DATA PRACTICES
Contractor agrees to safeguard the confidentiality of information relating to individuals who may receive contract services in the course of this Agreement, in accordance with provisions of applicable local, State and Federal laws, rules and regulations. Unless otherwise specifically authorized pursuant to this Agreement or by any applicable laws, rules and regulations, no disclosure or release of such information is to be made, permitted, or encouraged by the Contractor or its officers or employees. It is further understood and agreed that no such information is to be used for personal benefit. Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such information confidential and their liability upon breach of confidentiality for all the penalties prescribed by law. Contractor further agrees to implement such procedures necessary for safeguarding data as required by the laws of the State of Minnesota.

RECORDS MAINTENANCE; REVIEW; AUDITING
Specific records to this Agreement shall be retained by Contractor for a minimum period of seven years or longer if required by local, State, or Federal laws, rules and regulations. Contractor shall maintain on location within the City a primary file containing a complete and correct record of the contract services delivered by the Contractor (“Primary File”) in a manner deemed appropriate by the City and all applicable laws, rules and regulations. Any circumstances resulting in the non-delivery or delay in delivery of any contract services shall be recorded in the Primary File. The Primary File shall be available for review by representatives of the City, its’ auditors, and other State and federal agencies during working hours, upon notice, at the Contractor’s place of business or wherever such records are maintained within the City. Upon written request, Contractor must provide a complete and accurate copy of the Primary File to the City within 5 days.

REFUND BY CONTRACTOR
If a review of claims and payments to Contractor by the City reveals that the amount received by the Contractor for contract services exceeds the amount due for provision of contract services, the City shall notify the Contractor of the exact amount due to the City for all such overpayment. Immediately, or for good cause satisfactory to the City, no later than 30 days after notification the Contractor shall refund to the City the amount due for such overpayment. If the Contractor fails to refund amounts due the City under this or any other Agreement, the City may, at its sole discretion, withhold payments due the Contractor until such time that the Contractor has made all payments due the City under this or any other Agreement or deduct from payments due the Contractor for contract services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due the City under this or any other Agreement. The Contractor’s obligations under this section shall continue beyond and shall survive the expiration or termination of this Agreement.

LICENSES
Contractor shall not be entitled to receive compensation for any portion or the term of this Agreement during which it fails to maintain any required certification, registration, or license and Contractor shall reimburse the City for any compensation received for such portion of the term of the Contract.

ACCOUNTING PROCEDURES AND AUDITS
Contractor shall maintain full and complete books and records of accounts in accordance with generally accepted accounting practices. Such books and records shall be retained for a period of seven years from the termination or expiration of this Agreement or longer if required by local, state, or federal law, rule or regulation. Contractor agrees that the City or its duly designated representative shall have immediate access to and the right to examine, audit, excerpt, copy or transcribe records of any pertinent transactions or other records relating to contract services under this Agreement. Contractor agrees to provide access to all fiscal records related to the provision of services under this agreement.

CLAIMS AND AUDITS
Prior to the making of any payments hereunder, the City may, at its option and upon notice, audit Contractor’s books and records as are reasonably pertinent to this Agreement to substantiate the basis for payment. The City may withhold payment for cause found in the course of such audit or because of failure of the Contractor to cooperate with such audit. The City shall, in addition, have the right to audit such books and records subsequent to payment, and in the event an audit reflects overpayment by the City or that funds were not fully expended or that funds were improperly expended, Contractor shall reimburse to the City the cost of such audit, and the amount of such overpayment or improper payment, as the case may be, within 30 days of notice from the City. In addition to any other remedies it may have, the City shall have the right to deduct from future contract payments under any contracts the City may have with the Contractor any funds the City may determine are owed to the City under this Agreement.

December 3, 2019
REPORTS
Upon request, Contractor shall submit to the City, within ten days, any statistical, financial, and other reports and documentation that may be required to be supplied pursuant to this Agreement.

SITE VISITS
The City and its authorized representatives shall have the right to visit, at any time, any site where services are being delivered under this Contract and conduct an inspection of the facilities and records, observe its programs, functions, and services. Such visits may be unannounced. Contractor shall have the right to respond in writing to any written audit report and/or evaluation issued by the City or other entity within time frames allowed by the auditing entity. Contractor will submit plans for corrective action as requested.

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITIES
Contractor expressly agrees that neither it nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin.

NON-COLLUSION
Contractor hereby warrants and represents that this Agreement has not been solicited, secured, or prepared directly or indirectly, in any manner contrary to the laws and ordinances of the United States of America, the State of Minnesota, and the City, and that said laws and ordinances have not been violated and shall not be violated as they relate to the procurement or performance of the Agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City employee, officer, or official.

CONFLICT OF INTEREST
The award of this Contract is subject to provisions of all federal, state, and local laws and ordinances. All prospective contractors must disclose the name of any City employee or official who has a Financial Interest in such prospective contractor. Contractor agrees that it has no interest and that it will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties contemplated by this RFP. Contractor further agrees that, in the performance of this Contract, no person having any such interest shall be employed by it. Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Contract.

TERMINATION
Termination for Cause. In the event the Contractor defaults in the performance of any of the covenants and agreements to be performed by the Contractor, or if the Contractor fails to comply with any federal, state or local laws, statutes, ordinances, rules, orders, regulations, or requirements, or if the Contractor files a petition in bankruptcy or becomes insolvent, or attempts to assign any right for the benefits of creditors, the City may, at its sole option, terminate this Agreement. Upon such termination, the Contractor shall compensate the City for any loss of revenue suffered by reason of such termination.

Termination without Cause. The City may terminate this Agreement at any time without the necessity of cause or Default by giving 90 days notice in writing to the Contractor. In such event, Contractor shall have no further rights hereunder and shall vacate the facilities at the end of such notice.

Cure. Notices of termination shall be made in writing by the City providing 14 days for the Contractor to respond with a proposed cure. The City may consider such proposed cure and, in the City’s sole discretion, allow additional time to effect such cure. The City shall respond in writing with a decision in regard to such cure within 10 days. The period specified for Termination without Cause shall continue to run while any proposed cure is considered by the City.

ATTORNEYS’ FEES
In the event of litigation to enforce this Contract or any terms, provisions, or conditions contained herein, to terminate this Contract, or to collect damages for a default under this Contract, the prevailing party shall be entitled to all costs and expenses, including reasonable attorneys’ fees, incurred in connection with such litigation.
PROPOSAL CONTENTS CERTIFICATION
By submitting a proposal, responders warrant that the information provided is true, correct and reliable for purposes of evaluation for potential contract award. The submission of inaccurate or misleading information may be grounds for disqualification from contract award and may subject the responder to suspension or debarment proceedings, as well as other remedies available to the City of Rochester, by law.

ORGANIZATIONAL CONFLICTS OF INTEREST
The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances, which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the City, or the vendor’s objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the City of Rochester which must include a description of the action which the selected responder has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the City may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract, and did not disclose the conflict to the contracting officer, the City may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms “contract,” “contractor,” and “contracting officer” modified appropriately to preserve the City’s rights.

PROTESTS
All contacts regarding protests of or relating to this RFP should be addressed in writing directly to the Project Manager of the RFP process:
Jarrett Hubbard
Project Manager, Administration
City of Rochester, Minnesota
201 4th Street
Rochester, MN 55904
email: jhubbard@rochestermn.gov

All submissions must be in writing to receive a response. Protests should be specific and cite the particular conduct, action or non-action that is the subject of the Protest.

Protests Before Submission Date. Protests regarding any aspect of the RFP document, attached materials and City selection criteria and procedures must be submitted to the RFP Moderator in writing prior to the Submission Date.

The Moderator is authorized to settle any protest regarding the RFP prior to Submission Date. Responses will be generated and provided within seven days of receipt of the written protest. The foregoing process is the only protest remedy available prior to Submission Date and is the final decision on all such matters at the City level.

Protests After Submission Date. Protests regarding the City’s process and selection of a Contractor after the Submission Date must be submitted to the RFP Moderator in writing via mail or email.

Any such protest must be submitted within five days after such aggrieved person knows or should have known of the facts giving rise to such protest. The Project Manager will respond to such protests within seven days after receipt. If the Contractor wishes to do so, the Contractor may appeal to the City Administrator and Common Council within five days of the Project Manager’s decision. The City Administrator shall respond after the first available City Council meeting. This action completes the administrative protest remedy and is the final decision at the City level.

Under certain limited circumstances, and after the protester has exhausted all administrative protest remedies made available at the City level, an interested party may protest to the Federal Transit Administration (“FTA”) the award of a contract pursuant to an FTA grant. Please refer to FTA Third Party Contracting Guidance C.4220.1F for FTA protest procedures.
CERTIFICATION REGARDING LOBBYING
Federal money will be used to pay for all or part of the work under the contract; therefore, responders must complete the attached “Certification Regarding Lobbying” form and submit it as part of their proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
Federal money will be used (or may potentially be used) to pay for all or part of the work under the contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations (“CFR”) Part 29. As such, the successful responder is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The successful responder will be required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its proposal, responders certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Rochester. If it is later determined that the responder knowingly rendered an erroneous certification, in addition to remedies available to the City of Rochester, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The responder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The responder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

DISADVANTAGED BUSINESS ENTERPRISE(DBE) REQUIREMENTS (FTA FUNDING WITH DBE GOAL)
This contract is subject to a the City of Rochester’s Destination Medical Center Targeted Business Enterprise Utilization Plan which outlines goals of workforce employment of 4% for minorities and 6% for women.

This contract is also subject to the requirements of Title 49, Code of Federal Regulations, Part 26: Participation by Disadvantaged Business Enterprises (DBE) in Department of Transportation Financial Assistance Programs. The goal for participation of DBE’s for this contract has been established at 4.0 %.

INFORMATION NEEDED:

1. **DBE Bidding Form Affidavit** – submitted with RFP response.

2. A **Schedule of disadvantaged and targeted Subcontractor Participation (TB Bidders List)** must be submitted by the prime contractor for all DBE subcontractors at the time of RFP submittal. It must contain:
   a. Names and addresses of certified DBE’s participating subcontractors and the work they are to perform
   b. The dollar value of each proposed certified DBE contract

3. If the DBE goal cannot be met, the prime contractor must check the appropriate box on the DBE Bidding Form and complete the **Certificate of Good Faith Efforts (Form F-2)** and submit it at the time of RFP submittal.

4. To ensure that assigned DBE goals are met by the prime contractor, the prime contractor must provide an updated report documenting the actual amount paid to every DBE sub-contractor to the CITY OF ROCHESTER DBE Liaison Officer every month on the Monthly DBE Reporting (Form F-3).

This report must include:

1. The contract number and description
2. Prime contractor name, contact name, address, city, state, zip, phone and fax
3. Name, contact name, address, city, state, zip, phone and fax of all DBE sub-contractors
4. Total contracted amount for each DBE sub contractor – including any approved amendments to amounts to be paid to DBE sub-contractors
5. Amount “paid-to-date” to each DBE sub-contractor
6. Total Amount “paid-to-date” to each DBE sub-contractor
7. Proof of payment from the prime contractor to the DBE

5. When the contract is closed, an End-of-Contract Report (Form F-4) must be submitted to the CITY OF ROCHESTER DBE liaison officer. The End-of-Contract Report (Form F-4) must include all information mentioned above. This report will review final payments to all DBE sub-contractors to ensure that the actual amount paid to the DBE subcontractors equals or exceeds the dollar amounts stated above. All discrepancies must be noted and explained.

PAYMENTS:
The prime contractor must pay subcontractors for satisfactory performance of their contracts no later than 30 days from the receipt of payment made to the prime by the City of Rochester. Prompt return of retainage payments from the prime contractor to the subcontractor(s) will be made within 30 days after the subcontractor’s work is satisfactorily completed.

NOTIFICATIONS:
The contractor must promptly notify the City of Rochester, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Rochester.

CITY OF ROCHESTER DBE LIAISON OFFICER CONTACT:
Jorrie Johnson
Project Manager, Administration
City of Rochester, Minnesota
201 SE 4th Street,
Rochester, MN 55904
Phone: 507-328-2016
Fax: 507-328-2727
JJohnson@rochestermn.gov

VBE PREFERENCE:
Up to 6 percent preference when responding to solicitations. The preference is applied only to the first $1 million of the solicitation and will not exceed $60,000.

SBE PREFERENCE:
Eligible verified small businesses with their principal place of business in Minnesota may receive up to 6 percent preference in the evaluation of their project proposal. The preference is applied only to the first $1 million of the solicitation and will not exceed $60,000.

Attached is the complete City of Rochester, Minnesota Destination Medical Center Targeted Business Enterprise Utilization Plan.
DBE Bidding Form Affidavit

In connection with the bid submitted I affirm the following **DBE participation (PLEASE CHECK ONLY ONE):**

☐ Our Company has met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of 4.0 percent (%).

Our Company’s DBE goal for this contract is: _______ percent (%).

I agree that the DBE firms listed in our company’s **DBE Participation Schedule Form F-1** will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

The **DBE Participation Schedule Form F-1** must show the following:

- Names, addresses, and contact names of all MN certified DBE’s that will be participating in this contract.
- A specific description of the work each DBE will perform
- The dollar amount of the participation of each DBE firm participating

I have attached written confirmation from each of the DBE’s listed on the **DBE Participation Schedule Form F-1** indicating that they are participating in the Contract as provided.

OR

☐ I conclude that I am unable to achieve the DBE participation goal of 4.0%.

Our Company’s DBE goal for this contract is: _______ percent (%). I hereby request a waiver of the overall goal. I have attached the following items as evidence of our Company’s good faith effort to attempt to achieve the DBE participation goal of 4.0%. I have attached the **Certification of Good Faith Efforts Form F-2** that shows the following:

a. Documentation showing efforts used to identify and solicit of DBE’s, including written solicitations (with bidding instructions).

b. Selecting portions of the work to be performed by DBE’s

c. Providing interested DBE’s with plan information and specification in a timely manner

d. Documenting evidence of DBE negotiations

*Continued on Next Page*
In the solicitation of subcontract quotations or offers DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

I solemnly affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information and belief.

_________________________    ________________________
Company Name        Signature of Representative

_________________________    ________________________
Address          Printed Name and Title

_________________________    ________________________
City, State and Zip Code      Date
TB Bidders List

City Project No.: _____________________ Letting Date: _______________

Prime Contractor: ____________________________

Proposed Cost: ____________________________

TB Participation:

Prime Contractor: ____________________________

Commitment: _______________

Goal: 4.0%

List all comparative quotes of participants performing on the project and participants that bid. Include Subcontractors, Suppliers, Sub-consultants & Services

<table>
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<tr>
<th>(A) Name, Contact Name and Phone number of Contractor</th>
<th>(B) Will Firm be Used</th>
<th>(C) Description of Work</th>
<th>(D) Dollar Amount of Subcontract/Quote</th>
<th>(E) % TB Participation Claimed</th>
<th>(F) Dollar Amount of TB Participation Claimed</th>
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Completed Contractor Payment forms can be emailed to Jorrie Johnson jjohnson@rochstermn.gov

(This form may be submitted in an alternate format.)

Rev 04/2019
Form F-2  Certification of Good Faith Efforts

Firm: ___________________________  Goal  4.00%

Total DBE Commitment  $

LIST YOUR ATTEMPT TO SOLICIT BIDS FROM DBE SUBCONTRACTORS, SUPPLIERS, AND SERVICE PROVIDERS

<table>
<thead>
<tr>
<th>Subcontractor/Supplier/Service provider</th>
<th>DBE? (y) [n]</th>
<th>Phone</th>
<th>Dates, Method of Contact</th>
<th>Description of Work</th>
<th>Dollar Amount of Quote</th>
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If you have any questions, please contact:

Jorrie Johnson
Project Manager
City of Rochester, Minnesota
Administration Department
201 4th Street SE, Room 276
Rochester, MN  55904
Phone: (507) 328-2016
Fax: 507-328-2727
 jjohnson@rochestermn.gov
CERTIFICATION REGARDING LOBBYING
49 C.F.R. Pt. 20, App. A

The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

________________________________________  ______________________________________
Authorized Signature       Title

________________________________________
Date

December 3, 2019
CITY OF ROCHESTER, MINNESOTA DESTINATION MEDICAL CENTER TARGETED BUSINESS ENTERPRISE UTILIZATION PLAN

I. DECLARATION OF POLICY STATEMENT
It is the policy of the City of Rochester (City) to promote increased participation by qualified targeted business enterprises (TB) in all Destination Medical Center (DMC) public infrastructure project contracting.

II. OBJECTIVES
The objectives of the TB Plan are:
A. To provide businesses owned by minority, women, veterans and disabled persons an opportunity to participate in DMC public infrastructure construction and contracting.
B. To promote increased participation in workforce employment opportunities for women and minorities.
C. To provide procedures that will enable the City to fulfill DMC statutory requirements related to TB participation in DMC public infrastructure construction projects.

III. DEFINITIONS
Best Value Procurement (BVP) – A procurement process where price and other key factors can be considered in the evaluation and selection process to minimize impacts and enhance the long-term performance and value of construction.
Bidder – Any person, firm, partnership, corporation, association, or joint venture seeking to be awarded a public contract or subcontract. This term is extended to include proposers under the BVP process.
CERT – Central Certification Program administered by the City of St. Paul for small businesses, including those owned by minorities and women.
Contract – A mutually binding legal relationship or any modification thereof, obligating one party to furnish equipment or services, including construction and leases, and obligating the other party to pay for them.
Contractor – Any person, firm, partnership, corporation, association or joint venture which has been awarded a DMC public infrastructure contract.
Development Assistance Agreement – A binding document between a developer of a DMC public infrastructure project and the City, which specifies the obligations of both parties and the terms of any public assistance that may be provided.
Goal – The aspirational percentage of TB participation and workforce participation for each construction project.

Low Bidder - Any person, firm, partnership, corporation, association, or joint venture awarded a DMC related public infrastructure contract or subcontract that provides the lowest responsible and responsive bid or has been selected for award of contract through the best value procurement process.

MnUCP - Minnesota Unified Certification Program established to certify Minnesota M/WBE firms and provide a directory of contractors for transportation related projects.

M/WBE – A minority- owned or woman- owned small business enterprise certified by the MnUCP, TG/ED or CERT.

Project Developer – The entity that is undertaking a DMC public infrastructure project.

Public Infrastructure Project - "Public infrastructure project" means a project financed in part or in whole with public money in order to support a project, as identified in the DMCC development plan. A public infrastructure project may:

1. acquire real property and other assets associated with the real property;
2. demolish, repair, or rehabilitate buildings;
3. remediate land and buildings as required to prepare the property for development;
4. install, construct, or reconstruct elements of public infrastructure required to support the overall development of the destination medical center development district including, but not limited to, streets, roadways, utilities systems and related facilities, utility relocations and replacements, network and communication systems, streetscape improvements, drainage systems, sewer and water systems, subgrade structures and associated improvements, landscaping, façade construction and restoration, wayfinding and signage, and other components of community infrastructure;
5. construct or reconstruct, and equip parking facilities and other facilities to encourage intermodal transportation and public transit;
6. install, construct or reconstruct, furnish, and equip parks, cultural, and recreational facilities, facilities to promote tourism and hospitality, conferencing and conventions, and broadcast and related multimedia infrastructure;
7. make related site improvements including, without limitation, excavation, earth retention, soil stabilization and correction, and site improvements to support the destination medical center development district;
8. prepare land for private development; and
9. construct and equip all or a portion of one or more suitable structures on land owned by the city for sale or lease to private development; provided, however, that the portion of any structure directly financed by the city as a public infrastructure project must not be sold or leased to a medical business entity.
Small Business Enterprise (SBE) – An entity certified as a small business under MnUCP, TG/ED or CERT.

Subcontractor – Any named person, firm, partnership, corporation, association, or joint venture identified in a public contract that supplies any work, labor, services, supplies, equipment, materials, or any combination of the foregoing under contract with the Contractor.

TB – Targeted Business - Economically Disadvantaged Small Business Enterprise with majority ownership held by minority, women, veterans, or disabled persons.

TG/ED – Targeted Group / Economically Disadvantaged Small Business Program administered by the Materials Management Division of the Minnesota Department of Administration.

Veteran-Owned Business - A small veteran-owned business (VBE) is a firm certified as a Service-Disabled Veteran Owned Small Business (SDVOSB) or a Veteran Owned Small Business (VOSB) by the United States Department of Veteran Affairs. Each VBE also must be a Minnesota-based business.

IV. ADMINISTRATION OF THE TB PROGRAM
The City Administrator or his designee shall direct implementation of this program. The City may contract with other governmental or nongovernmental persons or entities to administer the program on behalf of the City.

V. GOALS
The following goals for workforce participation, TB contracting and VBE and SBE preferences represent current targets and may be adjusted to meet changing business conditions or specific project needs.

A. Workforce employment: 4% for minorities and 6% for women.
B. TB participation: 4% of the total value for each construction project.
C. VBE Preference: Up to 6 percent preference when responding to solicitations. The preference is applied only to the first $1 million of the solicitation and will not exceed $60,000.
D. SBE Preference: Eligible verified small businesses with their principal place of business in Minnesota may receive up to 6 percent preference in the evaluation of their project proposal. The preference is applied only to the first $1 million of the solicitation and will not exceed $60,000.

VI. CERTIFICATION
Directories to facilitate identifying TBs with stated capabilities relative to general contracting, procurement, and professional service requirements are available under MnUCP, TG/ED or CERT.
VII. DMC CONTRACT BID REQUIREMENTS

A. Evidence of compliance with bid documents.
All DMC public infrastructure project Bidders are required to submit evidence to the Project Developer, with their bid documents, demonstrating compliance with and commitment to the outreach goal or, alternatively, good faith efforts towards compliance. Before the contract is awarded, the Bidder shall submit evidence of its compliance with the requirements of the plan in a form prescribed by the City.

B. Commitment to goal.
Before a contract is awarded, the selected bidder on a DMC related public infrastructure project contract must submit evidence to the Project Developer, such as letters of intent to contract, that it has or will enter into binding contracts with certified subcontractors whose contract dollar amounts meet or exceed the levels of participation established, or have documented that they have engaged in good faith efforts as required under Section IX of the Plan.

If a VBE preference is being applied in a solicitation, the solicitation document will include language and a form relative to the preference. Eligible VBE small businesses should complete the VBE Preference Form, and include any required documentation. Only eligible, verified, VBE small businesses that provide the required documentation will be given the preference.

If a SBE preference is being applied in a solicitation, the solicitation document will include language and a form relative to the preference. Eligible SBEs should complete the SBE Preference Form, and include any required documentation. Only eligible, verified, SBEs that provide the required documentation will be given the preference.
VIII. TB PROGRAM MONITORING AND THE USE OF VOLUNTARY GOALS

A. General Program Monitoring

In order to monitor the implementation of the City’s plan to provide TBs an opportunity to participate in a DMC public infrastructure project construction, participation at each stage of the contracting process will be documented and reported by the Contractor on forms prescribed by the City. This will include such efforts as: The number of solicitations sent to TBs; The number of bids submitted by TBs; The number of contracts and subcontracts awarded to TBs; and The value of contracts and subcontracts awarded to TBs.

The degree of participation by TB contractors and TB suppliers in contracts awarded will be calculated as follows:

1. When a TB participates in a contract, count only the value of the work actually performed by the TB toward the TB Goal.
   (a) Count the entire amount of that portion of a contract that is performed by the TB’s own forces. Include the cost of supplies and materials obtained by the TB for the work of the contract, including supplies purchased or equipment leased by the TB (except supplies and equipment the TB Subcontractor purchases or leases from the Construction Manager or its affiliate).
   (b) Count the entire amount of fees or commissions charged by a TB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the contract, toward TB Goal, provided the fee is reasonable and not excessive as compared with fees customarily allowed for similar services.
   (c) When a TB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward Targeted Business goals only if the TB’s Subcontractor is itself a Targeted Business. Work that a TB subcontracts to a non–Targeted Business firm does not count toward TB Goal.

2. A Targeted Business certified as a supplier may perform both the supplier role and broker role under the same contract. Items purchased directly and solely by the Targeted Business supplier from the manufacturer will be counted at the supplier value of 60%. Items purchased directly and solely by the Targeted Business supplier from another supplier or wholesaler will only count at the broker rate of 5%.
C. Job Site Monitoring
1. On forms prescribed by the City, Contractors will complete monthly employment utilization reports to allow monitoring of targeted workforce employment performance.
2. These utilization reports must be completed by all Contractors. General Contractors and construction managers will collect employment data from subcontractors.

IX. PROCEDURES TO ENSURE THAT CONTRACTORS MAKE GOOD FAITH EFFORTS TO PROVIDE EQUAL OPPORTUNITY TO TBS IN DMC PUBLIC INFRASTRUCTURE CONSTRUCTION PROJECTS

A. Documentation of Good Faith Efforts
For construction contracts, bidders shall submit documentation to the Project Developer that they have made sufficient good faith efforts to provide equal opportunity for TBs certified with MnUCP, TG/ED or CERT to participate in subcontracting and significant material supplier opportunities available under the contract. During bid review, the Project Developer will make a determination of TB compliance.

All contracts between the Project Developer and a Contractor shall contain provisions to the effect that failure by the Contractor to adequately document good faith efforts to subcontract with TBs shall subject the Project Developer, if an entity other than the City, to enforcement remedies as defined under the terms of the Development Assistance Agreement.

B. Mandatory Acts of Good Faith Effort
1. Using the source lists provided by MnUCP, TG/ED or CERT the bidder, including those certified as TBs, shall solicit sub-bids and quotes from TBs with reasonable advance notice to ensure that TBs will have an adequate opportunity to respond. In soliciting sub-bids and quotes, the bidder shall furnish at least the following information:
   a. Bidder’s name, mailing address, email address and telephone number;
   b. Project location and description;
   c. Work to be subcontracted or materials purchased, including a specific description of the work involved;
   d. Location and availability of plans, drawings and specifications for review;
   e. The identity and contact information of the bidders’ contracting representative; and
   f. Location, date and time when sub-bids and quotes must be received by the bidder.
2. A bidder will consider all sub-bids and quotes received from TBs, not rejecting TBs as unqualified without sound reasons based on a thorough understanding of their capabilities. If a subcontract is not awarded to a TB, the bidder must document why.

C. Other Good Faith Effort Considerations
In determining whether the Contractor selected for the award has made good faith efforts, the Project Developer will evaluate all efforts made by the Contractor and will determine compliance and results of these efforts. The Project Developer will take into account any or all of the following:
1. Whether the Contractor attended any pre-solicitation or pre-bid meetings that were scheduled;
2. Whether the Contractor advertised in general circulation, trade association, and minority-focused media concerning the subcontracting opportunities;
3. Whether the Contractor provided written notice to a reasonable number of specific TBs that their interest in the contract was being solicited in sufficient time to allow the TBs to participate effectively;
4. Whether the Contractor followed up initial solicitations of interest by contacting TGBs to determine with certainty whether the TBs were interested;
5. Whether the Contractor selected portions of the work to be performed by TBs in order to increase the likelihood of meeting TB goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate TB participation);
6. Whether the Contractor provided interested TBs with adequate information about the plans, specifications, and requirements of the contract;
7. Whether the Contractor negotiated in good faith with interested TBs, not rejecting TBs as unqualified without sound reasons based on a thorough investigation of their capabilities.

D. Determination of Program Compliance
1. Upon receipt of the TB documentation from the selected bidder, the Project Developer shall review the documentation and make initial determination as to whether or not the selected bidder is in compliance with the TB Plan.
2. Each Project Developer will monitor and document the project for compliance to the TB Plan provisions for the life of the contract.
3. The Project Developer, if an entity other than the City, shall make a determination on the adequacy of the good faith efforts and compliance with the TB and provide a certification of compliance to the City, which may be reviewed from time to time by the City.

F. City Review of Good Faith Effort Documentation and Program Compliance
All DMC public infrastructure contracts and certifications will be subject to periodic review by the City. For public infrastructure projects not undertaken by the City as the Project Developer, a finding by the
City that any of the information submitted is inaccurate, false or incomplete, will constitute grounds for a finding of an Event of Default under the terms of a Development Assistance Agreement. In the event that the inaccurate, false or incomplete information is such a severe violation of the intent of the TB Plan as determined by the City Council, then the City may choose to bar the Project Developer from future Public Infrastructure Projects for a time set by the City Council.