



**CITY OF DULUTH  
REQUEST FOR PROPOSALS FOR**

**City Hall Mechanical, Electrical and Plumbing (MEP) Renewal Design**

**RFP NUMBER 21-AA24**

**ISSUED August 20, 2021**

**PROPOSALS DUE Monday, September 13, 2021 at 4:30 pm**

**SUBMIT TO**

**CITY OF DULUTH  
ATTN: PURCHASING DIVISION  
CITY HALL, ROOM 120  
411 WEST 1ST STREET  
DULUTH, MN 55802**

## PART I - GENERAL INFORMATION

**I-1. Project Overview.** The City of Duluth is seeking proposals for updating mechanical, electrical and plumbing infrastructure within City Hall, which is largely original to the 1927 construction of the building. The awarded firm will design solutions that will address the obsolete ventilation system, update the perimeter heating, control humidity, modernize building controls, and meet current standards for accessibility and life safety.

**This project is funded with Federal American Rescue Plan Act funds. Additional federal terms and conditions will apply.** Supplemental provisions are attached as Appendix B.

Additional detail is provided in **Part IV** of this RFP.

**I-2. Calendar of Events.** The City will make every effort to adhere to the following schedule:

Activity	Date
Pre-proposal conference and building tour at 411 W. 1 <sup>st</sup> Street, Room 330, Duluth, MN 55802. Attendance is <b>strongly</b> encouraged.	August 26, 2021 9:00-11:30 am
Deadline to submit Questions via email to <a href="mailto:purchasing@duluthmn.gov">purchasing@duluthmn.gov</a>	August 31, 2021
Answers to questions will be posted to the City website no later than this date.	September 2, 2021
Proposals must be received in the Purchasing Office by 4:30 PM on this date.	Monday, September 13, 2021
Interview dates	September 23 & 24, 2021

**I-3. Interviews.** The City intends to interview top-scoring proposers. Notification of award is anticipated at the October 11, 2021 Duluth City Council meeting.

**I-4. Rejection of Proposals.** The City reserves the right, in its sole and complete discretion, to reject any and all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in its best interests. The City is not liable for any costs the Bidder incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

**I-5. Pre-proposal Conference.** The City will hold a pre-proposal conference and building tour as specified in the Calendar of Events. Bidders who wish to submit a proposal are **strongly** encouraged to attend the pre-proposal conference. Attendees are required to follow current CDC guidelines and state and local rules with regard to

COVID-19 safety precautions. Masks are required. Attendees should meet in Room 330.

**I-6. Questions & Answers.** Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at [purchasing@duluthmn.gov](mailto:purchasing@duluthmn.gov) **no later than** the date indicated on the Calendar of Events. Answers to the questions will be posted as an Addendum to the RFP.

**I-7. Addenda to the RFP.** If the City deems it necessary to revise any part of this RFP before the proposal response date, the City will post an addendum to its website <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/>. Although an e-mail notification will be sent, it is the Proposer's responsibility to periodically check the website for any new information

**I-8. Proposals.** To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the RFP Calendar of Events. The City will not accept proposals via email or facsimile transmission. The City reserves the right to reject or to deduct evaluation points for late proposals.

Proposals must be signed by an authorized official. If the official signs the Proposal Cover Sheet attached as Appendix A, this requirement will be met. Proposals must remain valid for 90 days or until a contract is fully executed.

Please submit one (1) paper copy of the Technical Submittal **and** one (1) paper copy of the Cost Submittal. The Cost Submittal should be in a separate sealed envelope. In addition, Bidders shall submit one copy of the entire proposal (Technical and Cost submittals, along with all requested documents) on flash drive in Microsoft Office-compatible or pdf format.

All materials submitted in response to this RFP will become property of the City and will become public record after the evaluation process is completed and an award decision made.

**I-9. Small Diverse Business Information.** The City encourages participation by minority, women, and veteran-owned businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use minority, women, veteran-owned and other disadvantaged business entities as subcontractors and suppliers. A list of certified Disadvantaged Business Enterprises is maintained by the Minnesota Unified Certification Program at <http://mnucp.metc.state.mn.us/> .

**I-10. Term of Contract.** The term of the contract will begin once the contract is fully executed and is anticipated to end by June 1, 2023. The selected Bidder shall not start the performance of any work nor shall the City be liable to pay the selected Bidder for any service or work performed or expenses incurred before the contract is executed.

**I-11. Payment.** All compensation will be based on percentage of project completed and will not exceed the amount identified in the agreement. Progress reports will be provided to the City every other week and will include tracking of estimated percentage of overall project scope completed to date. Hourly task breakdown by employee is for evaluation purposes and does not imply that payment will be based on hours worked.

**I-12. Mandatory Disclosures.** By submitting a proposal, each Bidder understands, represents, and acknowledges that:

- A. Their proposal has been developed by the Bidder independently and has been submitted without collusion with and without agreement, understanding, or planned common course of action with any other vendor or suppliers of materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and that the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder.
- B. There is no conflict of interest. A conflict of interest exists if a Bidder has any interest that would actually conflict, or has the appearance of conflicting, in any manner or degree with the performance of work on the project. If there are potential conflicts, identify the municipalities, developers, and other public or private entities with whom your company is currently, or have been, employed and which may be affected.
- C. It is not currently under suspension or debarment by the State of Minnesota, any other state or the federal government.
- D. The company is either organized under Minnesota law or has a Certificate of Authority from the Minnesota Secretary of State to do business in Minnesota, in accordance with the requirements in M.S. 303.03.

**I-13. Notification of Selection.** Bidders whose proposals are not selected will be notified in writing.

## **PART II - PROPOSAL REQUIREMENTS**

1. Cover Letter
2. A restatement of the goals and objectives and the project tasks to demonstrate the Proposer's understanding of the project.
3. An outline of the Proposer's background and experience with similar projects. Experience shown should provide proof of past work experience in implementing multiple heating and cooling renovations, especially in historically significant buildings.

4. Identify the personnel that will be conducting the project and detail their training and work experience, particularly in the projects listed to document competency in similar projects.

No change in personnel assigned to the project will be permitted without approval of the City.

5. Provide a detailed work plan identifying the tasks to be accomplished and the budget hours to be expended on each task. The work plan shall also identify the deliverables at key milestones in the project as well as any other services expected to be provided by the City.
6. Provide a minimum of three (3) references, including names, addresses and telephone numbers, for whom the Proposer has performed similar services and the reference can address past performance.
7. Provide one copy of the cost proposal in a separate envelope, clearly marked on the outside with "Cost Proposal". The terms of the proposal as stated must be valid for the length of the project.

The Proposer must also include a lump sum, not-to-exceed total project cost including any sub consultant fees, along with the following information:

- A breakdown of the hours by task for each employee.
  - Identification of anticipated direct expenses.
  - Include miscellaneous charges such as mileage and copies.
  - Identification of any assumptions made while developing the cost proposal.
  - Identification of any cost information related to additional services or tasks, include this in the cost proposal but identify it as additional costs and do not make it part of the total project cost.
8. The proposal shall be limited to 25 single-sided 8 ½ x 11 pages, excluding the front and back covers, Appendix A cover sheet, cover letter, the cost proposal, and any addenda pages included as acknowledgment. The separate cost proposal can be an 11" X 17" sheet.
  9. Proposer to provide anticipated project schedule from the start of the design process to completion of construction.

### **PART III - CRITERIA FOR SELECTION**

The proposals will be reviewed by City Staff. The intent of the selection process is to review proposals and make an award based upon qualifications as described therein. A 100-point scale will be used to create the final evaluation recommendations. The factors and weighting on which proposals will be judged are:

Qualifications of the Bidder and Personnel	40%
Prior experience with similar work	40%
Work Plan	10%

**PART IV – PROJECT DETAIL**

The City of Duluth is soliciting proposals for the design of mechanical, electrical and plumbing renewals at City Hall. The new system will need to provide heating, cooling, and ventilated air to each space in the building. Opportunities for natural ventilation should be explored.

During the design process, energy modeling will be performed to demonstrate the effectiveness of the new system and provide consumption estimates.

**IV-1. HVAC System Requirements**Perimeter heating

Replace existing perimeter steam heating with a hot water radiant system. The historic look and feel of the building needs to be preserved while providing upgraded energy conservation and thermal comfort control.

Ventilation

Each department shall be zoned separately and some departments may have multiple zones for more precise control. Opportunities for natural ventilation should be explored.

Building Automation Systems

Building Automation will follow City of Duluth Owner Performance Requirements (OPR). Any natural ventilation strategies employed should be incorporated in the building automation systems. Refrigerant leak detection and notification should be incorporated in all systems.

Heating and Cooling

Heating and cooling units should be placed in the most optimum locations to ensure the most efficient, effective and dynamic zoning options. Each department shall be zoned separately and some departments may have multiple zones for more precise control.

Heating and Cooling Plants

The current heating system is a steam radiation system. The City wishes to convert to a hot-water radiant heat system. A new efficient and effective cooling system shall be incorporated into the project.

Restroom facilities

Restroom upgrades will be necessary in order to meet current ADA standards and building requirements.

Smoke Evacuation

Due to the open stairways in the historic building, large smoke evacuation fans will need to be installed on the roof per life safety codes.

## **IV-2. Electrical**

### Power Distribution System

The electrical distribution system will need to be upgraded during the project in order to meet the revised energy demands. .

### Lighting

LED lighting will need to be provided in the new restroom facilities to achieve 15-30 foot-candle levels. Lighting will be controlled by dual-technology occupancy sensors for automatic on/off.

### Fire Alarm

Fire alarm system will need to be modified to incorporate the new smoke evacuation system and work with the building automation system.

## **IV-3. Phasing**

Phasing will be important to the successful implementation of the project. City Hall is a continuously occupied building, so maintaining certain core functions of the building during the remodel will be critical.

## **IV-4. Timeline**

Anticipated award - October 11, 2021

Biddable documents preferred by April 1, 2022, to take advantage of the entire non-heating season.

All spaces will require a functioning heat source (old, new, or interim) by October 15, 2022, and throughout the remainder of the heating season(s).

**APPENDIX A - PROPOSAL COVER SHEET  
CITY OF DULUTH, MINNESOTA  
RFP# 21-AA24  
City Hall MEP Renewal Design**

<b>Bidder Information:</b>	
Bidder Name	
Mailing Address	
Contact Person	
Contact Person's Phone Number	
Contact Person's E-Mail Address	
Federal ID Number	
Authorized Signature	
Name of Authorized Signer	
Title of Authorized Signer	



City of Duluth  
Supplementary Provisions – State & Federal Funding

1. Disbursements

- a. No money under this Contract shall be disbursed by the City to any Contractor unless the Contractor is in compliance with the Federal Agency requirements with regard to accounting and fiscal matters to the extent they are applicable.
- b. Unearned payments under this Contract may be suspended or terminated upon the Contractor's refusal to accept any additional conditions that may be imposed by the Federal Agency at any time; or if the grant, if applicable, to the City under which this Contract is made is suspended or terminated.

2. Subcontracting Requirements

- a. The Contractor shall include in any subcontract the clauses set forth in these City of Duluth Supplementary Provisions in their entirety and shall also include a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made.
- b. The Contractor shall not subcontract any part of the work covered by this Contract or permit subcontracted work to be further subcontracted without the City's prior written approval of the subcontractors. The City will not approve any subcontractor for work covered by this Contract who is at the time ineligible under the provisions of any applicable regulations issued by a Federal Agency or the Secretary of Labor, United States Department of Labor, to receive an award of such subcontract.

3. Breach of Contract.

The City may, subject to the Force Majeure provisions below and in addition to its other rights under the Contract, declare the Contractor in breach of the Contract by written notice thereof to the Contractor, and terminate the Contract in whole or in part, in accordance with Section 4, Termination, for reasons including but not limited to any of the following:

- a. Failure to begin the Work within the time specified in the Contract;
- b. Failure to perform the Work with sufficient labor, equipment, or material to insure the completion of the specified Work in accordance with the Contract terms;
- c. Unsatisfactory performance of the Work;
- d. Failure or refusal to remove material, or remove and replace any Work rejected as defective or unsatisfactory;
- e. Discontinuance of the Work without approval;
- f. Failure to resume the Work, which has been discontinued, within a reasonable time after notice to do so;
- g. Insolvency or bankruptcy;
- h. Failure to protect, to repair, or to make good any damage or injury to property;
- i. Breach of any provision of the Contract;
- j. Misrepresentations made in the Contractor's bid/proposal; or
- k. Failure to comply with applicable industry standards, customs, and practice.

4. Termination

If the Contractor is in breach of the Contract, the City, by written notice to the Contractor, may terminate the Contractor's right to proceed with the Work. Upon such termination, the City may take over the Work and prosecute the same to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any additional cost incurred by the City in its completion of the Work and they shall also be liable to the City for liquidated damages for any delay in the completion of the Work as provided below. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the Work such materials, tools, equipment, and plant as may be on the site of the Work and necessary therefore.

City shall have the right to terminate this contract immediately without other cause in the event that all or a portion of the funds that the City intends to use to fund its obligations under the contract have their source with the State or Federal government or any agency thereof and said source reduces or eliminates their obligation to provide some or all of the funds previously committed by it to fund City's payment obligations under the Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily

performed and reasonable costs incurred prior to the effective date.

Notwithstanding anything herein to the contrary, the City may terminate this Contract at any time upon written notice given by the City (for any reason, including the convenience of the City) to the Contractor at least thirty (30) days prior to the effective date of the termination of this Contract. The City agrees that termination hereunder will not relieve the City of its obligation to pay Contractor for Work satisfactorily performed and reasonable costs incurred prior to the effective date of the termination provided that Contractor has not committed a breach of this Contract. Nothing contained in this section shall prevent either party from pursuing or collecting any damages to which it may be entitled by law.

5. Force Majeure.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the Work due to any acts of the Government, including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency; any acts of the City; causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in their performance of some other contract with the City, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; nor to any delay of any Subcontractor occasioned by any of the causes specified above. The Contractor shall promptly notify the City in writing within ten (10) days of the delay. Upon receipt of such notification, the City shall ascertain the facts and the cause of the delay. If, upon the basis of facts and the terms of the Contract, the delay is properly excusable, the City shall extend the time for completing the Work for a period of time commensurate with the period of excusable delay.

6. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Per 2 CFR 200.321, prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (collectively referred to as socioeconomic firms) are used when possible. The affirmative steps must include:

- a. Placing qualified socioeconomic firms on solicitation lists;
- b. Assuring that socioeconomic firms are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by socioeconomic firms;
- d. Establishing delivery schedules, where the requirements permit, which encourage participation by socioeconomic firms; and
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7. Clean Air Act and Federal Water Pollution Control Act

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to include this provision in any subcontract exceeding \$150,000 that is financed in whole or in part with Federal funds.

8. Energy Standards.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

9. Suspension and Debarment.

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor 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 contractor is 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.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). *The certification form is attached and required for all federal contracts over \$100,000*

Contractors must certify that that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.

11. Procurement of Recovered Materials.

In the performance of this contract, the Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This shall include making maximum use of products containing recovered materials as designated by the Environmental Protection Agency (EPA) unless (i) the materials cannot be acquired competitively and within the timeframe required by the contract performance schedule; (ii) the materials designated by the EPA do not meet contract performance requirements; or (iii) the materials cannot be acquired for a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

12. Telecommunications and Video Surveillance Services or Equipment

In the performance of this contract, Contractor/Supplier shall comply with Public Law 115-232, Section 889, which prohibits the procurement or use of covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, use of video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) is prohibited.

In addition, telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country is prohibited.

13. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall, to the greatest extent practicable under a Federal award, supply and/or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Contractors shall include the preceding language in all subcontracts.

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**  
(To be submitted with each bid or offer exceeding \$100,000)

The undersigned, [Company] \_\_\_\_\_ certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, [Company] \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date