



CITY OF DULUTH
REQUEST FOR PROPOSALS
FOR
SPIRIT MOUNTAIN CHALET DESIGN SERVICES REBID

RFP NUMBER 22-5501 REBID

ISSUED April 1, 2022

PROPOSALS DUE FRIDAY, APRIL 22 AT 10:00 AM CENTRAL TIME

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. Introduction and Background: In 1973, the State of Minnesota created the Spirit Mountain Recreation Area to provide multiple outdoor recreation opportunities to residents of and visitors to Duluth, to enhance the economy of the region and to preserve the natural environment of the 1,600-acre area. Owned by the City of Duluth, the Spirit Mountain Recreation Area is governed by the Spirit Mountain Recreation Area Authority (SMRAA) and operates a resort that offers downhill and Nordic skiing, tubing and ice skating in the winter and camping, mountain biking, hiking, disc golf and Adventure Park rides in the summer and fall.

I-2. Project Overview. This project will continue the work from the main chalet pre-design process by providing additional pre-design, schematic design, design development, bid documents, and construction administration services through the completion of the project. The initial phase of this work will be a limited level (up to \$175,000) of design services sufficient to further define the chalet design concept(s) and represent the key project elements in support of the fund development efforts underway. This RFP seeks proposals for the totality of design and construction administration, but only up to a total amount of \$175,000 of design services will be funded prior to securing the total funding package to complete the project. Proposals should detail the full extent of the services provided in all phases of project development and construction with additional detail as to the scope, deliverables and action plan to further flesh out the project details and budget. Additionally, proposals should include the extent and type of services provided within the framework of funding for this initial design phase up to the \$175,000 budget. This design contract will be limited in scope to the design of the chalet and surrounding landscapes, utilities and infrastructure as they relate to and serve the chalet. All other design and engineering services outside of the scope of this contract will be secured in another RFP, but the City and SMRA expect that the design team selected for this work will integrate and coordinate their efforts with the larger project group selected to complete this project. The City and SMRA have selected Kraus-Anderson Construction as Construction Manager (agent) for this project, and Kraus-Anderson will assist the project team in the selection of desired firms needed to complete this \$24 million project. The City of Duluth and SMRAA reserve the right to choose a different design firm once the limited scope of this schematic design phase is complete, but the intent is to select a firm for the entire project. Additional details are provided in Part IV-Project Detail.

I-3. Calendar of Events. The City will make every effort to adhere to the following schedule:

Activity (times are Central Time)	2022 Dates
Pre-proposal site visit (optional) at 10:00 am	Thursday, April 7

Deadline to submit questions via email to purchasing@duluthmn.gov	Monday, April 11
Answers to questions will be posted to the City website no later than this date.	Thursday, April 14
Proposals must be received in the Purchasing Office by 10:00 am on this date.	Friday, April 22
Interviews will be scheduled with top scoring proposers for this date	Thursday, April 28

I-4. Rejection of Proposals. The City reserves the right, in its sole and complete discretion, to reject any and all proposals or to 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 Site Visit. The City will hold an optional pre-proposal site visit at 10:00 am at the Skyline Chalet, 9500 Spirit Mountain Place, Duluth, MN 55810 as specified in the Calendar of Events. Interested bidders are encouraged to attend and should meet at the entrance with the little bridge.

I-6. Interviews. Top scoring proposers will be contacted to set up an interview on the date specified in the Calendar of Events. Proposers will have the option to meet either in person or virtually.

I-7. Questions & Answers. Any questions regarding this RFP must be submitted by e-mail to the Purchasing Office at 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-8. 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 Bidder's responsibility to periodically check the website for any new information

I-9. Proposals. To be considered, hard copies of proposals must arrive at the City on or before the time and date specified in the Calendar of Events above. 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 60 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-10. 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-11. Term of Contract. The term of the contract will begin once the contract is fully executed. The schematic design phase is anticipated to end by July 29, 2022. Additional phases will be awarded once the funding package is complete. 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-12. Award. The agreement award will be based on the time and materials submitted in the proposal, but will be a lump-sum, not-to-exceed agreement. This project is anticipated to be funded in part with state monies not yet secured. Therefore, the initial contract award will be only for schematic design work, including cost estimates. Should the City wish to continue with the same bidder, the remaining work is anticipated to be awarded as an amendment(s) to the original agreement upon final approval of the project by the reviewing authorities.

I-13. Prompt Payment of Subconsultants. Per MN Statute 471.425, Subd. 4a., each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

I-14. 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-15. Notification of Selection. Bidders whose proposals are not selected will be notified via email.

PART II - PROPOSAL REQUIREMENTS

1. Proposal cover sheet attached as Appendix A
2. Cover letter that includes a description of specifically why Bidder is a good fit for this proposal and a restatement of the goals and objectives to demonstrate the Bidder's understanding of the project.
3. Scope of work envisioned, including but not limited to:
 - a. Specific objectives
 - b. Detailed deliverables
 - c. Timeline
 - d. Development of 3-5 chalet concepts to support City/SMRA decision-making within the framework of an \$11.6m budget for the building and associated outdoors spaces and utilities; and inclusive of options that include the consideration of complete renovation, partial renovation, renovation/new construction hybrid, new construction, etc.
4. Resumes of key personnel responsible for deliverables
5. Background of company that describes what makes it suitable for the work envisioned in this proposal

6. Background of company's national experience designing ski resort chalets and its understanding of ski resort economics and operations as they relate to right sizing the chalet to maximize operational efficiencies, user experience and profit
7. Background of company's national ski resort food service design experience, inclusive of a narrative understanding of the challenges and opportunities to improve food service facilities and operations within the scope of this project
8. Three high level narrative facility option examples based on company's understanding of the project and how that relates to the available funding
9. Narrative description of approach and strategies to affordably design to City and State energy efficiency standards (i.e. B3, and City OPR)
10. References
11. 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. A breakdown of the hours by task for each employee.
 - b. Identification of anticipated direct expenses.
 - c. Include miscellaneous charges such as mileage and copies.
 - d. Identification of any assumptions made while developing the cost proposal.
 - e. 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.
 - f. A work plan and detail on the scope of service and deliverables for the initial phase of project design development for an amount not to exceed \$175,000.

PART III - CRITERIA FOR SELECTION

The proposals will be reviewed by a team made up of City, SMRAA staff, and the Kraus-Anderson Construction project team. 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	35%
Prior experience with chalet-specific design work	35%
Objectives, Deliverables and Work Plan	15%
Cost	15%

PART IV – PROJECT DETAIL

IV-1. Background: The Spirit Mountain Recreation Area is located in Duluth, Minnesota, a modest-sized city on the tip of Lake Superior with an outsized tourism industry that attracts a significant number of visitors from the not-too-distant Twin Cities

(Minneapolis and St. Paul) area and beyond, especially those looking for outdoor adventures.

In the fall of 2021, a pre-design report (see Appendix B) for the main chalet was developed by TKDA, a local architect and engineering firm, to study the potential adaptive reuse and renovation potential in the 42,000-sf main chalet as part of an application for state bond funds (see Appendix C).

IV-2. Project Scope: This RFP will result in a more detailed analysis of the elements below by continuing the project scoping and budgetary process into design development, as the initial budget for this work allows. The ultimate goal of the remodel is to create an iconic, functional, efficient, affordable and sustainable chalet that will serve the needs of the Spirit Mountain Recreation Area and its customers for the next 40+ years, all within the framework of an \$11.6m project budget and as part of a total \$24m project across the expanse of the ski resort.

- 1) During the pre-design/schematic design phase, further explore how to take advantage of the opportunity to do “something special” with the main chalet, especially given the view/real estate upon which the chalet currently sits.
- 2) Determine how best to consolidate, deliver and maximize the food and beverage services within a remodeled chalet that is within the construction budget and does not detract from the other priorities of a total chalet renovation. Ensure appropriate adjacencies for food/beverage to maximize efficiency of preparing and serving food and create efficient and effective food/beverage loading/receiving area
- 3) Determine how best to right-size the Chalet; which does not necessarily need to stay within the size of current footprint, but must deliver the most impactful level of service possible while managing operational impacts and keeping the project within budget.
- 4) Consider how best to determine a transformational re-design that is also focused on cost, resetting the asset’s life cycle and achieving energy efficiency goals in line with State of MN B-3 requirements and the City of Duluth’s facility energy standards. Please see the Building Owner Performance Requirements in Appendix E.
- 5) Focus on customer perspective (soft things); recognize the need to be family friendly. Create efficient and pleasing customer flow from parking lot to chalet entrance and throughout interior and ensure efficient, functional indoor and outdoor spaces for guests.
- 6) Focus on form, function, and affordability.
- 7) Re-examine and more clearly define food service options to eliminate duplications, increase efficiency and effectiveness of operations and to renew aged infrastructure.
- 8) Provide for sufficient banquet facilities facing the view, with a kitchen nearby.
- 9) Support additional revenue generation, as identified by the SE Group
- 10) Create room designs that support multiple functions and ensure multi-season functionality, with dual purpose spaces that support easy transition from one seasonal use to the other

- 11) Use a construction process that allows for continued use during major seasons (December-March for ski season and May through October for wedding/banquet season)
- 12) Maintain good ventilation throughout, especially in bathrooms and rental area
- 13) Ensure distribution panels to accommodate seasonal high demands for electricity
- 14) Create maintenance-free exterior
- 15) Create relatively maintenance-free interior with low-maintenance surfaces
- 16) Ensure stair and floor coverings are ski-boot friendly
- 17) Create secure storage for: retail inventory, liquor inventory, network servers, vault, confidential files and small fleet vehicles/lawn equipment
- 18) Create sufficient, attractive retail space
- 19) Ensure sufficient space for the Ski Patrol offices and exam rooms
- 20) Ensure site layout that provides water-flow and storm-water management

APENDICES

Appendix A – Cover Sheet

Appendix B – Spirit Mtn Pre-Design Report from TKDA

Appendix C – City of Duluth Bond application and request form

Appendix D – Spirit Mountain Task Force Recommendations

Appendix E – Building Owner Performance Requirements

Appendix F – Supplementary Provisions

Appendices B, C, D and E are available at the same location as this RFP under separate documents. Please visit <https://www.duluthmn.gov/purchasing/bids-request-for-proposals/>.

APPENDIX A - PROPOSAL COVER SHEET
CITY OF DULUTH
RFP# 22-5501 REBID
Spirit Mountain Chalet Design

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

APPENDIX F – SUPPLEMENTARY PROVISIONS (STATE)

CITY OF DULUTH

RFP# 22-5501 REBID

Spirit Mountain Chalet Design

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 Agreement Termination language, 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. 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.