



CITY OF DULUTH
REQUEST FOR QUALIFICATIONS FOR
Site Assessment & Evaluation for Solar PV & Storage

RFQ NUMBER 23-99655
ISSUED SEPTEMBER 11, 2023

PROPOSALS DUE NOVEMBER 13, 2023 by 4:00 PM

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

23-99655 Request for Qualifications

Site Assessment & Evaluation for Solar PV & Storage

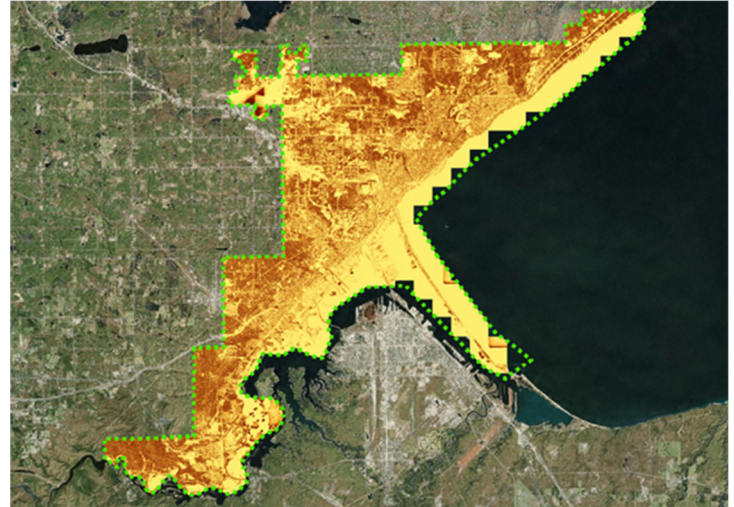
Duluth, Minnesota

Release Date: September 11, 2023

Proposals Due: November 13, 2023 by 4:00 PM

Overview

The City of Duluth (the “City”) is seeking proposals from qualified consulting firms to collaborate in the research, evaluation, and site prioritization for Solar Photovoltaics (PV) and Storage within Duluth. The City has received funding to create and implement a cold-climate community resilience toolkit to help it and other cities create energy resilient communities using solar power. The Form Follows Function (F3) project, in partnership with the local non-profit Ecolibrium 3, was awarded funding to develop the toolkit by using both community based research and asset assessment. This RFQ is part of the city asset assessment portion of the project. Based off of Duluth’s comprehensive plan, “Imagine Duluth 2035”, the focus is to reuse previously developed



Solar Map of Duluth, Minnesota

lands, create efficiencies in the delivery of public services, develop a healthy community, and integrate fairness into the fabric of the community. As part of this grant, the City is looking to find, evaluate, and assess 8-12 different sites across Duluth to help guide the future Solar PV and Storage development.

The selected firm will collaborate with the City to analyze and prioritize potential project sites. Site analysis shall include, but is not limited to solar resources, utility infrastructure, peak load and energy analysis, soil conditions, slope analysis, wetland identification, structural integrity, solar and storage system design and layout, engineering challenges, economic impact, costs and benefits analysis. Proposal selection will be based on, but not limited to, the respondent’s background, qualifications, experience relative to Solar PV and storage development, and the projected timeline. Once all proposals have been evaluated, the City will enter into a contract with the selected consulting firm not to exceed two years.

Questions regarding this RFQ and project scope should be directed to the City of Duluth Purchasing Office: purchasing@duluthmn.gov, who will work with the Sustainability Office to answer any questions.

The Duluth Community

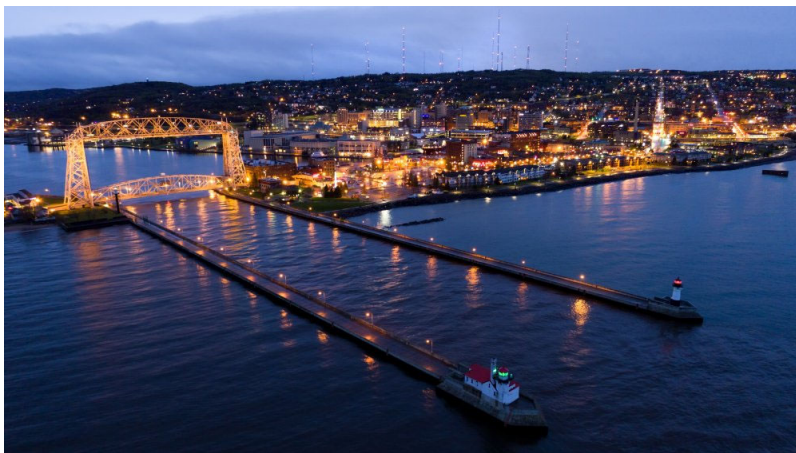
The fifth-largest city in Minnesota, Duluth has a population of approximately 87,000 and over 6.7 million visitors annually. Duluth is the largest metropolitan area on the shores of Lake Superior, with a summative

population of 290,000 people in the metropolitan statistical area. The fastest growing resident demographic in the region is 25- to 34-year old, increasing by 25% over the last 5 years.



Duluth offers a high quality of life in a vibrant place that boasts award-winning clean water and a spectacular, 26-mile stretch of landscape. Duluthians enjoy access to more than 11,000-acres of greenspace within city limits, over 250 miles of hiking and world-class biking trails, sailing, cross country and downhill skiing, fly and deep-sea fishing, rock and ice climbing, inspirational arts and entertainment performances, a mix of local and nationally recognized retailers, and diverse culinary options.

Duluth has three post-secondary institutions that are rated among the best in the nation for liberal arts education, with offerings that include a medical school and top-notch engineering programs. Duluth is also home to two regional medical centers that will have invested an estimated \$1 billion in healthcare and community infrastructure over the next few years. The Port of Duluth-Superior is the farthest-inland freshwater seaport, connecting the heartland of the U.S. and Canada to the global economy. Duluth's economic outlook is promising as aviation, education, healthcare, engineering, tourism and information technology companies continue to grow and flourish in the city.



Duluth is home to abundant natural resources and outdoor recreation, robust industry clusters, top-notch educational campuses, and some of the most breathtaking natural scenery in the country – qualities that make it an unrivaled place to live, work, and explore.

Objectives

The City requests qualifications and fee schedules from consulting firms for the assessment and evaluation of potential Solar PV and Storage sites. The City has been awarded federal funding through the Department of Energy, Solar Energy Technologies Office to develop and disseminate a cold-climate resiliency toolkit for midwestern cities. This funding includes the opportunity to evaluate 8-12 vacant and/or redevelopment sites for their suitability for Solar PV and Storage.

Firms responding to this RFQ should be able to provide a broad range of services either independently or in partnership with other firms, a practice that the City strongly encourages. Individual firms or partnerships will be expected to demonstrate the ability to conduct historical and site investigation services, engineering analyses, soil and groundwater sampling, laboratory services, wetland delineations, site Solar PV and Storage capacity evaluation, and aid in meeting grant reporting requirements. The City will use the RFQ process to

select two to four firms for interviews. Subsequent interviews will be used for a final selection of one firm that will carry out the work contained in the RFQ. All work **must** be completed by 7/31/2025.

General Project Area

This RFQ will cover multiple sites throughout the City of Duluth, with a specialized focus on Central and East Hillside, Lincoln Park, Irving/Fairmount, and the Western St. Louis River Corridor neighborhoods. The sites will be determined by the City of Duluth staff and may include vacant land, water reservoirs, rooftops, or other locations. While sites will be located in multiple neighborhoods throughout Duluth, there will be emphasis on the evaluation of sites located in low-to-moderate income neighborhoods.

Skills and Requirements

The City of Duluth is interested in contracting one consulting firm, either as an individual firm or in partnership with other firms, to conduct site assessment and evaluation of solar photovoltaic (PV) and energy storage systems. The City broadly expects the chosen firm to follow through on all commitments, while understanding the needs of and acting as an advocate for the City. Additionally, the City will focus on the quality of the assembled project team with special emphasis placed on the team's ability to communicate effectively. Finally, the successful team will be able to perform, and have experience and expertise in the following tasks:

- A) Determining solar site feasibility for solar PV and storage capacity for commercial and residential structures as well as vacant lots, water reservoirs, and/or landfills.
- B) Preparation and implementation, either as an individual firm, or in partnership with other firms, of plans for subsurface, wetland, and site investigations to determine the magnitude and extent of soil and ground water presence on identified sites. This may include, but is not limited to, soil vapor assessments, ground water receptor surveys, evaluation of natural attenuation, soil borings, wetland delineation, and site survey.
- C) Preparation and implementation of structural load analysis for parking structures, buildings, and/or other structures. concrete strength evaluation, and design or redesign of new or existing structures to be solar panel capable.
- D) Development of customized modeling scenarios for identified sites to model performance of the expected Solar PV and Storage at different capacities.
- E) Create a feasibility report for each site that includes an overall site review, possible design scenarios and analysis, equipment options, infrastructure upgrades required, structural considerations, utility interconnection requirements, building permit requirements, and performance modeling.
- F) Preparation of bidding specifications, including provision of necessary design information such as engineering evaluations, computations, specifications and cost estimates necessary for the preparation of biddable construction contracts.
- G) Minnesota Professional Engineering (PE) for photovoltaic/electrical, structural, and civil work
- H) Successful track record of preparing of grant management and reporting.

Proposal Requirements and Format

Consulting firms must submit a complete package in order to be considered. The ideal submission package includes each of the sections below, in the following order:

1. **Cover letter** - A letter of up to two pages highlighting the proposed project team. The letter should indicate a single point of contact/overall project manager. The cover letter should also include: the firm's name, e-mail address, business address, telephone and fax number, a Sam.gov Unique Identification Number, and Minnesota tax I.D. number (if applicable). The cover letter must state that the firm has personnel with the qualifications necessary to complete work in the contract program. The letter should also explain the benefits of using your company's/team's services. **The cover letter will be limited to two pages.**
2. **Relevant projects** - Include a maximum of five projects that highlight the team and/or team members' experience with Solar PV and/or Storage site assessment and evaluation in a redevelopment, reuse, or community solar context. The strongest package will demonstrate direct experience with the skill areas listed above. There is no prescribed format for this section; however, it will be limited to **five pages in length**.
3. **Resumes** - Please submit a one-page resume for each proposed team member, highlighting their experience in each of the above-listed skill areas. Resumes will be limited to a **10-page maximum total**.
4. **Personnel and materials Fee Schedule**.

Evaluation Criteria

Proposals will be scored on a scale of 0 to 100. All proposals must include and will be evaluated on the following criteria:

- Demonstrated direct relevant experience and expertise in the skill areas listed above *[30 points]*
- Demonstrated experience and ability to interact with municipalities and contractors relative to Solar PV and storage development *[20 points]*
- Knowledge of and experience with relevant regulatory program(s) and development standards *[15 points]*
- Demonstrated familiarity with grant programs, direct-pay, and solar rebate programs and requirements *[15 points]*
- Demonstrated ability to interact with the public to communicate solar, storage, sustainability, resiliency, and how it impacts communities *[10 points]*
- Reasonable fee schedule (the City of Duluth is *not* solely selecting consultant firm based upon the lowest fee schedule or bid). *[10 points]*

The City encourages and welcomes bids from women and minority owned businesses.

The City of Duluth reserves the right, at its sole discretion, to reject any or all submittals when, in its opinion, it is determined to be in the public interest to do so; to waive minor irregularities and informalities of a submittal; to cancel, revise, or extend this solicitation; and to select the proposal it deems is in the best interests of the City, even if it is not the lowest purchase price nor provides the greatest financial benefit to

the City. The City reserves the right to request clarification of information submitted and to request additional information from any Respondent.

This Request for Qualifications does not obligate the City of Duluth to pay any costs incurred by any respondent in the submission of qualifications and/or proposals or in making necessary studies or designs for the preparation of any proposal, nor for procuring or contracting for the services to be furnished under this Request for Qualifications.

Any proposal accepted by the City shall be subject to approval by the Sustainability Office and its Form Follows Function (F3) partners.

The City of Duluth appreciates your consideration of this Request for Qualifications and welcomes all responsible Respondents.

Questions, Answers, & Addenda

Any questions regarding this RFQ must be submitted by e-mail to the Purchasing Office at purchasing@duluthmn.gov **no later than** 10/13/2023, as indicated in the calendar of events listed below. Answers to questions will be posted as an Addendum to the RFQ.

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

Expected Schedule

RFQ Release Date: 09/11/2023

Questions submitted to Purchasing: 10/13/2023 by 4:00 PM

Addendum to the RFQ release (if necessary): 10/20/2023

RFQ Closing Date: 11/13/2023 by 4:00 PM

Selection process: 11/14/2023 – 12/1/2023

RFQ Award notification: 12/6/2023

Expected contract execution: 1/12/2024

Appendices

Appendix A – Proposal Cover Sheet

Appendix B – Supplementary Provisions

Appendix C – Federal Byrd Anti-lobbying Certificate

**APPENDIX A - SUBMISSION COVER SHEET
CITY OF DULUTH
RFQ 23-99655
RFQ for Site Assessment & Evaluation for Solar PV & Storage**

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

City of Duluth
Supplementary Provisions – Federal Funding (DOE)
23-99655 RFQ for Site Assessment & Evaluation for Solar PV & Storage

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. A contract award must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM.gov), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 19898 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

10. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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. 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.

12. 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.

Appendix C

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