



Ducks Unlimited REQUEST FOR QUALIFICATIONS (RFQ)

RFQ Title: Engineering Services – Colorado Projects

RFQ Response Due Date and Time:
May 24, 2013

Number of Pages:
13

Issue Date:
April 17, 2013

ISSUING COMPANY INFORMATION

Procurement Representative:
Roger Smith, Director of Conservation Services
Great Plains Region, Ducks Unlimited, Inc.
701-355-3553 rsmith@ducks.org

Great Plains Region
Ducks Unlimited, Inc.
2525 River Road
Bismarck, ND 58501

Website: <http://www.ducks.org/gproengineering>

INSTRUCTIONS TO OFFERORS

Return Sealed Proposal to:

PHYSICAL ADDRESS/MAILING ADDRESS:

Ducks Unlimited, Inc.
2525 River Road
Bismarck, ND 58501

Mark Face of Envelope/Package with:

RFQ Engineering Services-Colorado Projects
RFQ Response Due Date:
May 24, 2013

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address:

(Name/Title)

(Signature)

Offerors acknowledge receipt of the following addenda _____.

Print name and title and sign in ink. By submitting a response to this RFQ, offeror acknowledges it understands and will comply with the RFQ specifications and requirements.

Type of Entity (e.g., corporation, LLC, Small Business, etc.)

Offeror Phone Number:

Offeror E-mail Address:

Offeror FAX Number:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFQ RESPONSE

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ENGINEERING SERVICES CONTRACT

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1. **PURPOSE AND BACKGROUND:** Ducks Unlimited, Inc. (DU) is requesting qualifications from engineering firms for engineering Services throughout the State of Colorado. The intent of this RFQ is to allow DU to enter into contract(s) with qualified engineering firms and to provide DU with an expedited means of procuring engineering services. Contracts will be for the convenience of DU and is considered to be a “nonexclusive” use contract. Therefore, DU may obtain this service from sources other than the contract holder, or where allowed by Colorado law use qualified DU personnel to perform certain engineering activities.
2. **CONTRACT FORM:** The copy of the contract that will be used is attached herewith. The proposal is subject to the terms of the Contract. Should there be conflicts between the Proposal documents and the final executed contract document; the final contract shall take precedence. If the Offeror has any objections to the terms set forth in the Contract, those objections must be set out in the Proposal, specifying the particular term to which objection is directed, detailing the nature of the objection, and a statement of the term the Offeror proposes as a substitute.
3. **CONFLICTS AND QUESTIONS:** Questions regarding this Request for Qualifications should be directed in writing to the party named in the RFQ cover sheet. All questions must be submitted not later than 72 hours before proposals are required to be submitted.
4. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:** In order to be considered for selection, Offerors must submit a complete response to this solicitation. One (1) original and one (1) copy must be submitted to DU. No other distribution of the proposal shall be made by the Offeror.
 - A. Proposals and attachments shall be bound, contained in a single volume where practical, and signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the purchasing organization requiring prompt submission of the missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by the law, those that cannot be waived and are not subject to negotiation, or those so designated in the Contract or any addendum thereto.
 - B. The Offeror shall limit the proposal to ten (10) one-sided typewritten pages. The page limit does not include any tabs or divider sheets, or any list of objections to the Contract terms as described in paragraph 2. The Proposal must be on 8.5 inch by 11 inch paper, and prepared in a 10 to 12 pitch font. Appropriate brochures, photographs, or printed materials may be submitted at your option.
 - C. Proposals should be organized in the order in which the requirements are presented in the RFQ. All pages of the proposal should be numbered. Each section should reference the paragraph number of the corresponding section of the RFQ. If a response covers more than one page, the paragraph number should be repeated at the top of the next page. The proposal should contain a table of contents which references the RFQ requirements. Information which the Offeror desires to present

that does not fall within an area of the requirement of the RFQ should be inserted attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFQ requirements are specifically addressed.

- D. Ownership of all data, materials, and documentation originated and prepared for DU pursuant to the RFQ shall belong exclusively to DU and are subject to public inspection.
- E. Offerors are required to submit the following as a complete proposal:
 - 1) The RFQ cover sheet and acknowledgement of addenda, if any, signed and filed out as required.
 - 2) Names, qualifications, related experience, and business addresses of the Offerors key staff personnel and subcontractors that would be involved in the performance of the Contract. The Offeror may include any management information which it feels is pertinent, such as historical background of the company, biographical sketches of key personnel to be assigned to the work, proposed organization to perform the work, subcontract structure and principal components to be subcontracted, and experience in similar or related fields.
 - 3) The proposal should include statements concerning the availability of the staff and subcontractors to perform the work, and further evidence that the firm's and subcontractor's workload would permit the prompt commencement and completions of the project.
 - 4) A detailed statement indicating the Organization Structure under which the firm proposes to conduct business. If more than one firm is involved in the proposal, state the type of arrangement made by those firms and an estimated percentage of the work each entity will perform.

Specialized Experience, Expertise, Qualifications

- 5) A detailed description of past work performed for or in association with Ducks Unlimited, or the US Fish & Wildlife, or the Colorado Department of Natural Resources, or any other conservation agency or non-profit. (Possible 5 points)
- 6) A description of projects that the firm has worked on that involves the restoration, creation, development, or enhancement of wetlands, ponds, or lakes. (Possible 7 points)
- 7) A description of past work performed on sites that required the design and construction of water control structures, primary spillways, and pump structures. (Possible 4 points)

- 8) A description of the firms experience and capacity to perform land surveying including topographic survey, wetland mapping, legal boundary survey and the software used to develop products including CAD and Civil 3D. (Possible 6 points)
- 9) A description of the firms experience and knowledge of Colorado Water Rights laws and application of groundwater and surface water modeling for river augmentation and aquifer recharge. (Possible 10 points)
- 10) A description of past work performed on environmentally sensitive areas including details of permits secured including but not limited to NEPA, NHPA, CWA section 404 and FEMA. Include cost and timeline estimates for several permits from date of application preparation to permit issuance.. (Possible 5 points)
- 11) A description of the firms experience with the use of digital Geographic Information Systems to develop new models or manipulate existing models, convert data between CAD to ESRI and Google Earth platforms. (Possible 3 points)
- 12) A description of Geospatial-data used and accessed by the firm including soils, water rights, other geographic factors affecting recharge and augmentation facility development. (Possible 3 points)
- 13) A description of the firms experience with the design of stream restoration, channel stability, or other geomorphic assessments. (Possible 2 points)
- 14) Specific information relative to the evaluation criteria to be considered by DU.

5. **EVALUATION CRITERIA:**

- A. Evaluation of the proposals will be under the complete jurisdiction of DU. It is the intent of this Request for Qualifications that all services be provided complete in all respects without need for engaging separate technical expertise or professional services.
- B. Upon receipt of the proposals, DU will evaluate all materials submitted by responding firms and rank the proposals in order of qualifications by virtue of technical competence, general background experience, availability, etc. DU shall engage in individual discussions with one or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence and sub-surface knowledge of the area, to provide the required services.
- C. DU will review the proposals. During this review, DU will focus on the following factors:

- 1) Specialized experience, expertise and qualifications of the firm and subconsultant firms to be used on contract. (Possible 45 points)
- 2) Expertise, experience, and qualifications and depth of key personnel. (Possible 25 points)
- 3) Capacity of the firm to accept and complete engineering services in a timely manner for Ducks Unlimited. (Possible 20 points)
- 4) Specialized knowledge and experience working with state and federal grants, particularly grants pertaining to conservation. (Possible 10 points)

6. **AWARD OF CONTRACT:**

- A. At the conclusion of the review, on the basis of the evaluation factors published in the Request for Qualifications and all information developed in the selection process to this point, DU shall select, in the order of preference, up to three Offerors whose professional qualifications and proposed services are deemed most meritorious.
- B. When engineering services are required, negotiations shall then be initiated, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to DU can be negotiated at a price considered fair and reasonable, an award shall be made to that Offeror. In the event of an unsuccessful negotiation with a higher ranking firm, DU will begin negotiations with the next firm of ranking until a successful negotiation has been completed.
- C. Any and all costs associated with the preparation of the responses to this Request for Qualifications shall be entirely the responsibility of the Offeror and shall not be reimbursable in any manner by the DU.
- D. Upon the final ranking of firms, DU shall immediately send a written notice of the ranking to all Offerors by mail, facsimile, or email.

7. **PROPOSAL ACCEPTANCE PERIOD:** Any Proposal in response to this solicitation shall be valid for 3 years after the written notice of ranking. Proposal may be withdrawn at the written request of the Offeror at any time.



CONSULTANT:
PROJECT:
PROJECT NO.:

CONSULTANT AGREEMENT

THIS AGREEMENT, made in duplicate as of the _____ day of _____, 20____, between _____ (hereinafter referred to as the "Consultant"); and **DUCKS UNLIMITED, INC.** (hereinafter referred to as "DU");

WHEREAS the Consultant on the __ day of____, 20__, made a proposal to DU to perform certain work and provide certain services in relation to the_____ project in the State of _____ ;

AND WHEREAS DU wishes the Consultant to perform work and provide services referred to in this Agreement;

NOW THEREFORE this agreement witnesseth that in consideration of _____ to be paid to the Consultant by DU, in accordance with the terms and conditions of this agreement, the parties hereto agree as follows:

I. **SCOPE OF WORK AND SERVICES**

See attached Schedule A.

II. **TERMS, METHOD AND TIME OF PAYMENT**

Payment shall be processed upon receipt and approval of _____. Payment shall occur within thirty (30) days after processing of payment invoice.

III. **PROFESSIONAL RESPONSIBILITY**

The Consultant agrees that in the provision of the services hereunder, the Consultant shall exercise the standards of care, skill, and diligence normally provided by professional consultants and professional persons engaged in performance of services with respect to similar work. The Consultant agrees to indemnify and save harmless DU from any and all actions, claims, accounts, demands, or injuries that may arise or be occasioned to DU by the aforesaid work and services howsoever arising, including any monetary loss resulting from the Consultants failure to act in accordance with the standards of professional responsibility set out herein.

IV. **COMPLIANCE WITH LAWS**

The Consultant shall, in the performance of the services, observe and abide by all applicable laws, rules and regulations of the federal, state, and municipal bodies having jurisdiction in the location where the services are performed.

V. **PROPERTY**

Any reports; data gathered, acquired, prepared or caused to be prepared; work notes, preliminary versions or drafts of reports and documents; products; materials; software; source code and processes prepared or caused to be prepared by the Consultant pursuant to this Agreement (collectively "Work Products") are owned by DU and are works made for hire within the meaning of the United States Copyright Act. As such, all copyrights in said Work Products shall vest in DU and DU shall own the exclusive right to, among other things, use, prepare derivative works based upon, license, sell or otherwise dispose of any such Work Products. If any such Work Products are not work made for hire, the Consultant hereby assigns to DU all right, title and interest, including all copyright, all assignable moral rights and all other legal and equitable rights in the Work Products including, but not limited to, the exclusive right to use, prepare derivative works based upon, license, sell or otherwise dispose of the Work Products. Consultant waives all claims of proprietary or moral rights in the Work Products or in any derivative works based on the Work Products. Consultant shall provide all assistance reasonably requested by DU in the establishment, preservation and enforcement of DU's ownership in the Work Products. Consultant shall not be entitled to use for its own benefit, or provide, deliver or transfer Work Products or copies or extracts therefrom or the information contained therein, or used to compile the same to any other person or organization without the prior written authorization of DU.

VI. **CONFIDENTIAL INFORMATION AND MATERIALS**

Consultant understands that during the course of service for DU, Consultant may become aware of confidential information including, but not limited to, Work Products; DU donors and members; DU contractual arrangements or cooperative relationships; internal DU

corporate policies; DU fiscal, budget or salary information; source code; processing or programming techniques; compensation received under this Agreement; and information classified by government agencies (“Confidential Information”). Consultant shall, and shall cause its employees to; hold Confidential Information in confidence; to use Confidential Information only for work to be performed by Consultant under this Agreement; to not disclose Confidential Information to any third party without the prior written consent of DU; and to not use the Confidential Information to benefit any third party. This provision shall survive the termination of this Agreement.

VII. ASSIGNMENT

This Agreement shall not be assigned by either party hereto without the prior written approval of the other.

VIII. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of this obligation hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of any one or both of the parties hereto which they could not reasonably have foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, strikes, lockouts, fires, riots, incendiarism, interference by civil or military authorities, compliance with regulations or orders of any government authority, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the parties hereto.

IX. TERMINATIONS

DU shall have the right at any time to terminate, with or without cause, the services of the Consultant and to cancel this Agreement by giving the Consultant thirty (30) days prior written notice to that effect. In the event of termination of this agreement by DU, either with or without cause, DU shall reimburse the Consultant for all reimbursable costs incurred by the Consultant as a result of the termination of the work, provided however, that the Consultant shall not have the right to include the cost of termination any lost profit or earnings that may have been realized by the Consultant had the work not been terminated.

X. INSURANCE

Notwithstanding any other insurance coverages carried, or required by law to be carried, by the Consultant, the Consultant shall provide, maintain and pay for insurance coverage for:

- A. claims under worker's or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the work performed at statutory limits;
- B. claims for damages because of bodily injury, occupational sickness or disease, or death of the Consultant's employees at limits of at least \$1,000,000 per occurrence.
- C. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Consultant's employees at limits of at least \$1,000,000 per occurrence.
- D. claims for damages because of property damage to the property of third party(ies) at limits of at least \$1,000,000 per occurrence.
- E. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant; or (2) by another person at limits of at least \$1,000,000 per occurrence.
- F. claims for damage because of bodily injury, death or personal property damage arising out of the ownership, maintenance and/or use of a motor vehicle at limits of at least \$1,000,000 per occurrence; and

Such insurance coverages shall be purchased from and maintained with a company or companies lawfully authorized to do business in the state in which the Services are performed. Liability coverages shall include: independent contractors coverage and broad form contractual liability coverage. Such coverages shall insure claims which arise out of or result from the Consultant's Services under the Agreement whether such Services are provided by the Consultant or by a subcontractor of the Consultant or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

All insurance coverages required to be obtained and maintained by Consultant under the Agreement written on an occurrence basis: (1) name Ducks Unlimited, Inc., its officers, directors, employees and agents as additional insureds; (2) must be written as primary policy coverage and not contributing with or in excess of any coverage of which DU may carry; (3) must contain an express waiver of any right of subrogation by the insurance company against DU and its employees, officers, directors and agents; and (4) must provide that the policy may not be cancelled unless DU shall have received thirty (30) days prior written notice of cancellation.

Consultant shall deliver to DU, with the signed Agreement, a certificate of insurance evidencing that the coverages listed herein are in effect. Coverages shall be maintained without interruption from the date of the execution of the Agreement by the Consultant until the termination of the Agreement.

CHECK IF APPLICABLE

CONSULTANT INITIALS _____

Architects & Engineers Design Professional Liability (Errors & Omissions). All architects, engineers, surveyors, consultants and contractors with design responsibility shall comply with the following insurance requirements:

- Maintain an Architects and Engineers Professional Liability Policy with limited contractual liability coverage. This insurance shall be maintained through renewal or extended reporting periods at Consultant's expense for a total of five (5) years from the date construction begins. Retroactive date of such policy must be on or before the date Consultant began offering professional services. Limit of liability shall not be less than \$1,000,000 per claim and \$2,000,000 in the aggregate.

XI. INDEPENDENT CONTRACTOR

It is understood, covenanted and agreed by and between the parties hereto that the relationship between the Consultant and DU existing and to exist from and after the execution of this agreement and at all times during the term of same, is that of an independent contractor.

XII. GOVERNING LAW

The parties hereto mutually agree that this agreement shall be construed and governed as to the nature, validity, and interpretation hereof by the laws of the State of _____.

XIII. LIENS

The Consultant thereby undertakes and agrees to comply with all statutory requirements and regulations relating to unpaid workers and suppliers and regards to mechanics' and/or builders' liens, and pay all sums due and owing for materials, labor, and other goods and services provided promptly as and when same are due, including any sums payable to the Worker's Compensation Board or any other regulatory body, in respect of any person employed by the Consultant.

XIV. **EXECUTION AND COUNTERPART**

This agreement may be executed in one or more counterparts, each of which when so executed and all of which together shall constitute the same agreement.

XV. **DECLARATION**

The undersigned hereby certifies that, to the best of his knowledge and belief, the annexed bid has not been prepared in collusion with any other contractor and that the prices, terms and/or conditions thereof have not been communicated by or on behalf of the bidder to any such person and will not be communicated to any such person prior to the official opening of said bid.

XVI. **NOTICES**

All notices and reports provided for in this agreement shall be in writing and delivered to the parties at the following address unless changed by written instrument.

Ducks Unlimited, Inc.:

The Consultant:

Such notices, reports, and payments shall be effective when they are actually delivered.

XVII. **TIME**

Time shall be of the essence hereof.

XVIII. **AUDIT**

- A. Consultant shall be responsible for ensuring the accuracy and propriety of all billing and shall maintain all supporting documentation for the period specified below.
- B. DU will have the right to audit Consultant invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of services under this Agreement.
- C. Upon reasonable notice from DU, Consultant shall cooperate fully with any audit of its billings conducted by DU or its governmental partners and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

XIX. INDEMNIFICATION

The Consultant shall indemnify and save harmless DU from any and all actions, claims, accounts, demands, losses, injuries, and expenses, including attorney’s fees and court costs, that may arise or be occasioned to DU by Consultant’s performance or lack thereof of its obligations under this Agreement howsoever arising.

XX. ATTACHED SCHEDULES

Schedule A – Scope of Work and Services

In the event of a conflict in terms between the Agreement and any Schedule to the Agreement, the terms of the Agreement shall govern.

THIS AGREEMENT (_____) and everything contained herein shall be binding and inure to the benefit of the parties hereto and their respective executors, administrators, successors, and assigns.

IN WITNESS WHEREOF both the Consultant and DU have executed and delivered this agreement on the day and year first above written.

DUCKS UNLIMITED, INC.

Consultant Signature