

State of Delaware

DNREC Division of Watershed Stewardship

Economic Analysis of Delaware Bay Shoreline Adaptation Alternatives

Request for Proposal for Professional Services

**- *Deadline to Respond* -
September 24, 2010
*4:00 p.m.***

ALL OFFERORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES" for Economic Analysis of Delaware Bay Shoreline Adaptation Alternatives. The packet consists of the following sections:

REQUEST FOR PROPOSAL FOR PROFESSIONAL SERVICES

- I. Overview
- II. Scope of Services
- III. Qualification Statement Procedure
- IV. Qualification Statement Required Information
- V. Qualification Evaluation Process
- VI. Contract Provisions

In order for your qualification statement to be considered, the qualification statement must be submitted with five (5) copies in a sealed envelope conspicuously labeled "Qualification Statement – State of Delaware – Division of Watershed Stewardship Analysis of Delaware Bay Shoreline Adaptation Alternatives". The envelope should also contain the name, address and telephone number of the proposing firm. If delivered by mail, the qualification statement shall be enclosed in an "inner" enveloped labeled as indicated above. The submittal must be returned in a sealed envelope September 24, 2010 to be considered.

Proposals shall be submitted to:

**State of Delaware
Department of Natural Resources and Environmental Control
Division Watershed Stewardship
89 Kings Highway
Dover, DE 19901**

Attn: Michael S. Powell

Please review and follow the information and instructions contained in this Request for Proposal for Professional Services. Should you need additional information, please call Michael S. Powell at (302) 739-9921.

**REQUEST FOR PROPOSAL
TO PROVIDE ECONOMIC AND ENGINEERING SERVICES FOR AN
ANALYSIS OF DELAWARE BAY SHORELINE ADAPTATION SERVICES**

**ISSUED BY THE DEPARTMENT OF NATURAL RESOURCES AND
ENVIRONMENTAL CONTROL**

I. Overview

The Delaware Department of Natural Resources and Environmental Control seeks professional services to perform an analysis of shoreline management alternatives and determine storm damage reduction benefits for potential projects. This request for qualifications (“RFP”) is issued pursuant to 29 Del. C. §§6902(1), 6981 and 6982.

The proposed schedule of events subject to the RFP is outlined below:

Public Notice: Date: August 5, 2010

Deadline for Receipt of Qualifications: Date: September 24, 2010

The qualification statement must conform to the requirements of the Qualification Statement Procedures and the Required Information Sections of the RFP. The State specifically reserves the right to waive any informalities or irregularities in the qualification statement format. Each qualification statement must be accompanied by a cover letter which briefly summarizes the proposing firm’s interest in providing the required professional services. The cover letter must also clearly state and justify any exceptions to the requirements of the RFP which the applicant may have taken in presenting the qualification statement. The State reserves the right to deny any and all exceptions taken to the RFP requirements.

The selection of qualified vendors through the RFP process does not commit the bidders or DNREC to perform professional services on any site-specific project. The selected vendors may be asked to enter into contracts with DNREC to perform specified professional services on site-specific projects. The bid process and site-specific scope of work will be provided to the contractor on a site-by-site basis. Whenever DNREC designates a project for which it requires a contractor to provide professional services, it shall notify the contractor of such designation, provide it with a defined scope of work, and invite the contractor to provide a proposal to perform professional services on the site-specific project. DNREC may request more than one contractor to submit proposals on any site-specific project. When DNREC selects the site-specific proposal of a contractor, it will invite the contractor to enter into negotiations to conclude an agreement to provide services for that project.

II. Scope of Service

The Delaware DNREC, Division of Watershed Stewardship is seeking a qualified vendor to provide planning and engineering services to the department. The services will include:

- Evaluating economic benefits of Delaware Bay beach community shoreline management alternatives
- Determining storm damage reduction for Delaware Bay beach community project alternatives
- Performing benefit/cost analyses for storm and flood protection projects
- Elevation surveying and inventorying of structures and foundation types as needed for damage modeling
- Engineering services for coastal protection projects
- Assessing recreational benefits for shoreline enhancement projects
- Presenting and defending findings at public workshops and hearings

III. Qualification Statement Procedures

A. Qualification Statements

To be considered, all qualification statements must be submitted in writing and respond to the items outlined in this RFP using the requested format. The State reserves the right to reject any non-responsive or non-conforming qualification statements. Each qualification statement must be submitted with five (5) copies in a sealed envelope conspicuously labeled "Qualification Statement – State of Delaware – Division of Watershed Stewardship – Analysis of Delaware Bay Shoreline Adaptation Alternatives" The envelope should also contain the name, address and telephone number of the proposing firm. If delivered by mail, the qualification statement shall be enclosed in an "inner" enveloped labeled as indicated above.

All qualification statements must be delivered in person or by mail to:

DNREC
 Division of Watershed Stewardship
 89 Kings Highway
 Dover, Delaware 19901

Attn: Michael S. Powell

Any qualification statements submitted by mail shall be sent by either certified or registered mail. Qualification Statements must be received at the above address no later than 4:00 p.m. September 24, 2010. Any qualification statement received after this date shall not be considered and shall be returned unopened. The proposing firm bears the risk of delays in delivery. The contents of any qualification statement shall not be disclosed as to be made available to competing entities during the negotiation process.

B. Modifications

Any changes, amendments or modifications to a qualification statement must be made in writing, submitted in the same manner as the original response and conspicuously labeled as a change, amendment or modification to a previously submitted qualification statement. Changes, amendments or modifications to qualification statements shall not be accepted or considered after the hour and date specified as the deadline for submission of qualification statements.

IV. Qualification Statement Required Information

The following information shall be provided in each qualification statement in the order listed below. Failure to respond to any request for information may result in rejection of the qualification statement at the sole discretion of the State:

A. Minimum Requirements

- (1) Delaware business license:
Provide evidence of a Delaware business license.
- (2) Professional liability insurance:
Provide evidence of professional liability insurance in the amount of \$1,000,000 each occurrence, \$3,000,000 aggregate.
- (3) General Insurance
Provide evidence of comprehensive general liability insurance in the amount of \$1,000,000.

B. Supplemental Information

Additional information should be provided with each qualification statement to document the firm's credentials with respect to the evaluation items listed in Section V of this RFP.

V. Qualification Evaluation Process

All qualification statements submitted in response to the RFP shall be reviewed in accordance with the evaluation items listed below.

A. Qualification Statement Review Committee

The Qualification statement Review Committee shall be comprised of staff from the Division of Watershed Stewardship and other agencies as deemed appropriate by the Division of Watershed Stewardship. The Committee shall determine the firms which meet the minimum requirements pursuant to selection criteria of the RFP and procedures established in 29 Del. C. §§ 6981, 6982. The Committee shall interview at least one of the qualified firms. The Committee may negotiate with one or more firms during the same period and may, at its discretion, terminate negotiations with any or all firms. The Committee shall make a recommendation regarding the award to the Watershed Stewardship Division Director who shall have final authority, subject to the provisions of this RFP and 29 Del. C. § 6982, to award a contract to the successful firm in the best interests of the State of Delaware.

B. Qualification Statement Selection Criteria

The Qualification Statement Review Committee shall assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the

proposing firms. All assignments of points shall be at the sole discretion of the Qualification Statement Review Committee.

The qualification statements all contain the essential information in which the award decision shall be made. The information required to be submitted in response to this RFP has been determined by the DNREC and the Qualification Statement Review Committee to be essential for use by the Committee in the evaluation and selection process. Therefore, all instructions contained in this RFP shall be met in order to qualify as a responsive and responsible contractor and participate in the Qualification Statement Review Committee's consideration for award. Applicants who do not meet or comply with the instructions of this RFP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

The Committee reserves the right to:

Reject any and all applications received in response to this RFP or to make no award or issue a new RFP.

Waive or modify any information, irregularity, or inconsistency in applications received.

Request modification to applications from any or all contractors during the review and negotiation.

Negotiate any aspect of the application with any firm and negotiate with more than one firm at the same time.

All qualification statements shall be evaluated using the same criteria and scoring process.

The following criteria shall be used by the Committee to evaluate qualification statements:

Evidence of successful completion of similar projects in the past. Number of past and present projects. Like projects satisfactorily completed.	25
Ability to collect necessary data and perform damage reduction calculation and benefit/cost analyses using FEMA-based or equivalent methodology.	20
Technical capacity to meet project requirements and previous experience with projects involving all aspects of shoreline management, and coastal engineering, and natural resource economics. Experience performing economic analyses of natural resource management projects, including economic analyses.	20
Previous public work project experience in Delaware with an emphasis on successful partnerships with State and local government agencies.	20
Geographical location. Local commuting distance.	5
Ability to handle both large and small workloads while maintaining high quality and timeliness. Project team employees with specific experience and availability to the Division.	10

TOTAL POINTS

100 Points

VI. Contract Conditions

Any firm awarded a contract arising from negotiations following this RFQ shall be subject to the following contractual provisions:

1. Term

The term of the contract between the successful firm and the State shall be negotiated. The contract may be terminated by either party upon 90 days written notice. In the event the successful firm materially breaches any obligation under this Agreement, the State may terminate this Agreement upon thirty (30) days written notice.

2. Non-appropriation

In the event that the General Assembly fails to appropriate the specific funds necessary to continue the contractual agreement, in whole or in part, the agreement shall be terminated.

3. Notice

Any notice to the State required under this Agreement shall be sent by registered mail to:

DNREC
Division of Watershed Stewardship
89 Kings Highway
Dover, Delaware 19901

Attn: Michael S. Powell

4. Formal Contracts and Purchase Orders

The successful firm shall promptly execute contracts for individual task orders incorporating terms and scopes of work negotiated with the Division within thirty (30) days after requested by the DNREC. No work is to begin prior to receipt of a State of Delaware purchase order signed by two authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office and the DNREC. The purchase orders shall serve as authorizations to proceed in accordance task order specifications and any special instructions, once it is received by the successful firm.

5. Indemnification

By submitting a qualification statement, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's , its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents.

6. Compliance with Applicable Laws and Regulations

In performance of this contract the firm is required to comply with all applicable federal, state and local laws, ordinance, codes and regulations. The cost of permits and other relevant costs required in the performance of the contract shall be borne by the successful firm. The firm shall be properly licensed and authorized to transact business in the State of Delaware as provided in Delaware Code Title 30, Section 2502.

7. Insurance

The consultant shall maintain such insurance as will protect against claims under the Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under the contract. The

consultant is an independent contractor and is not an employee of the State. During the term of the contract the consultant shall, at its own expense, carry insurance with minimum coverage limits as follows:

- a) Comprehensive General Liability \$1,000,000
- b) Professional Liability \$1,000,000/\$3,000,000

If the contractual service requires the transportation of Department clients or staff, the consultant shall, in addition to the above coverage, secure at its own expense the following coverage:

- Automotive liability (bodily injury) \$100,000/\$300,000
- Automotive property damage (to others) \$25,000

The policies must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property Damage and Professional Liability insurance to protect against claims arising from the performance of the consultant and the consultant's subcontractors under the contract.

8. Non-discrimination

In performing the services subject to this RFP the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The successful firm shall comply with all federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.

9. Covenant against Contingent Fees

The successful firm warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement of understanding for a commission or percentage, brokerage or contingent fee excepting bona-fide employees bona-fide established commercial or selling agencies maintained by the bidder for the purpose of securing business. For breach or violation of this warranty the State shall have the right to annul the contract without liability or at its discretion to deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

10. Contract Documents

The Purchase Order and the executed Contract between the State and the successful firm shall constitute the Contract between the State and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: Contract, and Purchase Order. No other documents shall be considered. These documents contain the entire agreement between the State and the firm.

11. Applicable Law

The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.

12. Scope of Agreement

If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the contract shall not thereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

13. Prices

The successful bidders shall submit a list of prices for professional services after they are chosen as qualified bidders. The prices and/or rates contained in the successful bidder's price list shall remain firm throughout the contract period unless DNREC agrees to changes requested by the successful bidder. A bidder's proposal on any site-specific project, for which the bidder has received notice from DNREC pursuant to this contract, shall be based on the list of prices established as part of this contract. If DNREC and the bidder reach an agreement on any site-specific proposal, the total price for the site-specific project will be the subject of an addendum to this contract for the site-specific project and will be the basis for the Purchase Order issued for the project. All addenda for the site-specific projects, when signed by DNREC and the contractor, shall become part of this contract.

The pricing policy that you choose to submit for the list of prices as part of this contract, and for any site-specific proposals must address the following concerns

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.

Costs and compensation must be consistent with the rates in the list of prices established or negotiated as a result of this RFP or Purchase Order issued based on this contract