



Audio Visual, Multimedia, and Geographic Information Systems Request for Proposals

Issue Date: December 21, 2021

Friends of the Front Range Wildlife Refuges (FFRWR) Overview:

The mission of the Friends of the Front Range Wildlife Refuges (FFRWR), a certified 501(c)3 organization, is to support and promote the Rocky Mountain Arsenal National Wildlife Refuge (RMANWR) and Rocky Flats National Wildlife Refuge (RFNWR) in their efforts to conserve and restore native habitat and wildlife, as well as to provide meaningful opportunities for the public to experience wildlife and nature near a major metropolitan area. FFRWR works with the US Fish and Wildlife Service on the new Flagship Urban Refuge Initiative (<https://www.fws.gov/urban/>) at Rocky Mountain Arsenal National Wildlife Refuge. FFRWR raises funds for refuge programs by running the RMANWR Visitor Center store, which is called Nature's Nest, maintaining an active donor base, and hosting an annual fundraising dinner and silent auction. FFRWR also acts as the fiscal sponsor of Generation Wild Northeast Metro Coalition (NEMC) <https://www.generationwildnemc.org/>.

Statement of Purpose

The Audio Visual, Multimedia, and Geographic Information Systems Request for Proposals (Multimedia/GIS RFP) will provide services to the FFRWR and the US FWS to communicate key information to stakeholders, community members, and partners in user-friendly mediums. The project will begin with the development of a communication plan describing goals, outputs, and deadlines. Outreach and education tools may include social media sites, videos, reports, maps, and will include annual and summary reports in 2022 and 2023. The GIS services component will provide mapping of the refuge and surrounding areas and will be coordinated with the audio-visual/multimedia components. The GIS component can use existing databases, such as Census, Google Earth, and government GIS databases, to provide clear maps with excellent graphic design and interactive components. Critical to the success of the components are cultural sensitivity and recognition of community needs.

Background Information

In June 2021, the Rocky Mountain Arsenal National Wildlife Refuge was recognized as a national flagship Urban Refuge (<https://ffrwr.org/>). With the national recognition and additional funding, the refuge will be able to better support local communities in the metro Denver area by offering a safe outdoor place for the community and visitors to enjoy recreation in their nearby nature.

The Audio Visual, Multimedia, and Geographic Information Systems Request for Proposals (Multimedia/GIS RFP) is one part of a larger effort to make the refuge more responsive to the needs of the local community and to have tools to facilitate better communication. The component described here is the Multimedia/GIS and services covered in this RFP. The selected contractor of the Multimedia/GIS contract will work with the information gathered and the outputs of the other efforts listed above to communicate with the broader community.

With excellent multimedia materials, we can better communicate with the communities surrounding the Rocky Mountain Arsenal National Wildlife Refuge. We want visitors to feel safe and welcome at the refuge and know that the refuge is the community asset that neighbors want. To be an asset, the refuge will offer programs and recreational opportunities that meet the needs of the surrounding communities. High-quality, clear, and culturally appropriate multi-lingual communications are critical to this effort.

A key component of the Multimedia/GIS activities will be to utilize the US Fish and Wildlife Service (USFWS) Standards of Excellence (<https://www.fws.gov/urban/soe.php>) with commitments to racial equity, accessibility, social and environmental justice, and conservation in the communities we serve. Another component is the commitment to promote accessible content with US FWS Section 508 compliance, with easy-to-use, accessible materials that can be easily uploaded and meet compliance requirements (<https://www.fws.gov/pacific/section508/>).

The geographic areas included as part of the Multimedia/GIS are the communities directly adjacent to the Rocky Mountain Arsenal National Wildlife Refuge, including Commerce City, Montbello, Green Valley Ranch, Central Park, and Northwest Aurora.

Project Goal:

The immediate goal of the RFP is to hire a contractor to provide multimedia communication services to the FFRWR and the US FWS. The long-term goal of the multimedia/GIS contractors is to establish the type of relationships that brings high-quality, two-way understanding with our communities using clear and easily accessible communication materials.

The contractors who prevail for this Multimedia/GIS RFP will utilize information about the communities, such as new demographic data, provided by other consultants hired by FFRWR in December 2021 and other resources to facilitate a better information flow to neighbors, volunteers, staff, and visitors to the refuge. With deep conversations and excellent communications, we can build partnerships and become the community asset that our neighbors deserve.

Scope of Work

The major component of the Multimedia/GIS will be the development a tool kit to support communication projects that will engage the partners and stakeholders in the activities of the RMANWR. The types of tools may include videos, presentations, photographs, reports, social media posts and sites. This contract also requires the production of an annual report. Other tools could include a story map that is linked to the RMANWR website, an interactive website about the RMANWR, an interactive map of the RMANWR and surrounding areas, a library of

excellent quality videos and photographs, and a GIS dataset with easy access by staff and visitors. Creative outreach and education tools are encouraged that promote accessible use in user friendly formats.

The Multimedia/GIS contractors work will be guided by FFRWR and US FWS staff. Specific deliverables will be determined in part by the development of a communication plan with goals, key deliverables, and deadlines. One important component will be an annual summary report to the US FWS staff pertaining to the activities at the refuge. The internal report could be used for a shortened annual report to share with the public. Sensitivity to the multiple languages and cultures found in the neighborhoods adjacent to the RMANWR is critical.

Performance Standards

Bidding firms shall develop and recommend a cost-effective approach to meeting the FFRWR and US FWS needs as described in this RFP. The following criteria will be used to evaluate the RFPs.

1. Experience, expertise, and passion of the contractors in projects of this nature
2. Qualifications and capabilities of the staff and/or subcontractors on this project
3. Use of both traditional and new approaches to outreach and education
4. Cultural and language sensitivity
5. Use of creative and unique tools
6. Awareness of the RMANWR and neighborhoods
7. Ability to support the establishment an easily accessible online libraries of photos, videos, and maps
8. Messages to underscore safety, accessibility, and equitable access
9. Proven ability to develop a long-term creative plan and meet deadlines
10. Integration of sustainability of Multimedia/GIS for staff and partners at RMANWR
11. Commitment to promote accessible content such as Section 508 compliance, in order to easy-to-use, accessible materials that can be easily uploaded, and meet compliance (<https://www.fws.gov/pacific/section508/>).

Terms and Conditions

Please see the Attachment A for the Purchase Agreement for Audio Visual, Outreach and Geographic Information Systems. Please note the contract is reimbursable only and requires quarterly, not monthly invoices. The contract is with the Friends of the Front Range Wildlife Refuges, which received a grant from the USFWS to complete this project.

The total amount of funds available for this contract is \$181,730.00 for the Audio Visual/Multimedia and GIS components. The contract will be for twenty-four months, including two annual reports and other deliverables as specified in the accepted proposal. There are no additional funds or ability to extend the contract currently.

Requirements for Proposal Preparation and Submission

The proposals are due January 20, 2022, at 5:00 PM MST. The proposals should be no more than ten (10) pages, not including attachments. The proposals should be delivered electronically to kkramer@ffrwr.org with a limit of 20 MG.

A committee will review the proposals and may decide to interview the top proposal candidates. The review and selection will take more than two weeks but less than four weeks. The estimated start date of the contract is February 2022.

Contacts

Katherine Kramer, Contract Manager for FFRWR, will be available to answer written questions until January 10, 2022, 5:00 PM, and will not be available after that date to answer questions about the RFP. All questions and answers will be posted on <https://ffrwr.org/web> site under About, Contracts and RFPs, and Audio-visual/Multimedia/GIS RFP

Katherine A. Kramer, Contract Manager
Friends of the Front Range Wildlife Refuges
Rocky Mountain Arsenal National Wildlife Refuge
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Commerce City, CO 80022
kkramer@ffrwr.org
ffrwr.org



Standard Purchase Agreement

This is a Purchase Agreement (“Agreement”), dated as of ____, between the Friends of the Front Range Wildlife Refuges (“Client”) And _____ (“Vendor”).

BACKGROUND

Client is a nonprofit organization, Friends of the Front Range Wildlife Refuges. _____ is a commercial entity that wishes to provide services to Client on the basis described in this Agreement.

1. PROVISION OF SERVICES

a. **Services:** Subject to the terms of this Agreement, Vendor shall perform the services set forth in Appendix A (“Services”) for Client, at the rates specified in Appendix A.

b. **Performance:** Vendor shall perform the Services at the locations specified in Appendix A (each, a “Work Site”) during the time period specified in Appendix A. Vendor is responsible for all expenses in connection with performance of the Services. If performance is not in accordance with this Agreement, Client may refuse to pay for the Services, or at Client’s option, Client may accept partial performance as provided in Section 2.2. Vendor shall reimburse Client for any expense due to Vendor’s failure to perform the Services in accordance with this Agreement.

c. **Personnel:** In performing the Services, Vendor shall use qualified and competent personnel experienced in rendering services of the nature, quality, and complexity contemplated by this Agreement. Vendor shall ensure that any Services required to be performed by licensed personnel shall in fact be performed by such personnel. [If Client believes that any of Vendor’s personnel are not qualified or performing adequately, Client may so notify Vendor and Vendor shall work promptly to address the situation.]

d. **Subcontractors:** Vendor may not subcontract any part of the Services without Client’s prior written consent. Upon written consent of Client, Vendor may use subcontractors in connection with its performance under this Agreement; provided, that Vendor shall ensure its subcontractors’ compliance with the terms of this Agreement, and Vendor shall be solely responsible for the acts and omissions of its subcontractors to the same extent as it would be responsible hereunder for its own acts and omissions. In addition, Vendor shall be solely responsible for the management and payment of all of its subcontractors.

e. **Work Site:** Client shall grant Vendor access to the Work Site, as reasonably necessary for Vendor to perform the Services and in accordance with Client’s regular access, hours of operation, and security policies, provided that Vendor shall provide twenty-four (24) hours’ notice for all access requests. Vendor shall comply with any Work Site regulations and with the requirements of all governmental and quasi-governmental authorities having jurisdiction over the Work Site and cooperate and communicate with other service providers or Client employees or volunteers at the Work Site. Vendor shall be responsible for safety precautions and programs in the performance of its Services. Vendor shall take reasonable precautions to prevent damage, injury, or loss to individuals on the Work Site, and to the building, materials, and equipment at or adjacent to the Work Site. Vendor shall promptly remedy damage and loss to property caused in whole or in part by Vendor. Upon completion of the Services, Vendor shall remove any of its tools, equipment, and surplus materials, and properly dispose of any waste materials.

f. **Ownership of Work Product:** Client shall have full and exclusive rights to any work product to be generated by Services (“Work Product”) and all materials and work product produced or purchased at Client’s expense by Vendor or its employees or subcontractors shall be the property of Client. It is the intention of Vendor and Client that the work product is “work for hire” as that term is used in the United States Federal Copyright Act. Accordingly, Vendor shall: (a) assign to Client all rights, title, and interest worldwide in the Work Product, if any; (b) grant to Client an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in the Work Product, if any, that cannot be assigned to Client; and (c) waive enforcement against Client of any rights in the Work Product, if any, that cannot be assigned or licensed to Client.

2. ACCEPTANCE OF SERVICES

a. **Inspection:** Client shall be entitled to observe Vendor's performance of the Services during any phase of performance and to inspect the completed Work Product, if any, for thirty (30) days after Vendor performs the Services.

b. **Acceptance or Rejection of Services:** Client may reject all or any portion of the Services which do not conform to this Agreement or other requirements specified by Client and, if applicable the Work Product which is defective or which does not conform to this Agreement or other requirements specified by Client. If Client accepts partial performance, the price shall be apportioned accordingly. Client's acceptance of all or a portion of the Services, payment for any Services, or failure to notify Vendor promptly of all or partial acceptance shall not in any case waive or affect Client's rights.

3. PRICE AND PAYMENT

a. **Price:** The price stated in Appendix A is the firm price and shall be Vendor's entire compensation for the Services. In case of arithmetic error, the hourly rate shall prevail. Increases or decreases in taxes, duties, or materials or labor costs, if any, shall not affect the price. Matters not expressly included in Appendix A that are reasonably inferable as necessary for Client's ultimate beneficial use of Vendor's Services, shall be deemed included as part of the Services and included in Vendor's responsibilities, for which no additional compensation shall be provided.

b. **Invoicing:** On the last day of every quarter, Vendor shall give Client a written invoice for the portion of the Services performed in that quarter – three months. Vendor's invoice must include the date(s) of performance, a description of the Services, hours of labor, total price, and any other information requested by Client.

c. **Payment:** Payment for the Services shall not constitute acceptance. Client may, in its sole discretion, adjust invoice payments to reflect, or refuse to accept and pay for such performance due to, late performance or Vendor's non-compliance with performance instructions or documentation requirements. Client has the right to set off any amounts due from Vendor, whether or not under this Agreement, against any amounts due to Vendor. Client shall pay any undisputed amounts due hereunder within forty-five (45) days of receipt of invoice. Client shall have no liability for the payment of any amount invoiced more than ninety (90) days after delivery of the services and/or product associated with such charge

4. VENDOR OBLIGATIONS

a. **Incidental Costs and Services:** Vendor shall, at its sole expense, furnish all required labor, supplies, tools, materials, equipment, utilities, transportation, other resources, and incidental services, and insurance, permits, fees and bonding required for performance of the Services. Vendor shall not be entitled to reimbursement by Client for any of these costs in the event of termination of this Agreement.

b. **Recordkeeping:** Vendor shall keep complete and accurate records of Vendor's activities under this Agreement in a manner sufficient to permit verification by Client of Vendor's compliance with this Agreement. Client may examine Vendor's records during normal business hours.

c. **Liability Insurance:** Vendor shall provide and maintain in full force and effect during the performance of this Agreement and through the applicable statute of limitation and repose thereafter, liability insurance covering the activities under this Agreement during the term hereof and covering appropriate loss limits for this Agreement, including any insurance required by the law of Vendor's principal location and by the country where obligations under this Agreement are to be performed. Upon request, Vendor shall promptly furnish Certificates of Insurance naming Client as an additional insured. Vendor shall not cancel or materially amend such insurance policies unless it has provided at least thirty (30) days prior written notice to Client. All insurance provided by Vendor hereunder shall be primary and non-contributory relative to any insurance policies held by Client. Vendor waives any subrogation rights as to Client and its agents, representatives, affiliates, and assigns on all policies carried by Vendor. If the required policies of insurance require an endorsement to provide for continued coverage where there is a waiver of subrogation, Vendor will cause them to be so endorsed.

5. STANDARDS OF CARE AND WARRANTIES

a. **Standards of Care and Warranties:** Vendor warrants that all Services Vendor performs or Work Product it creates, if any, for Client (a) shall be free from defects in material and workmanship and performed in conformance with the highest standards of care and quality practiced by professionals in the same community in connection with similar projects; (b) shall be at least equal in every respect to any requirements provided by Client or contained in Appendix A; (c) shall not infringe any patent, trade secret, trademark, or other intellectual property right of any third party; and (d) shall comply with all laws, codes and regulations applicable to this Agreement. Inclusion of these express warranties shall not be considered a waiver of other warranties that may be implied or otherwise provided under law. All warranties shall survive any performance, inspection, acceptance, or payment by Client.

b. **Remedies for Non-Conformance:** In addition to all remedies provided by law or by this Agreement, Client's remedy for breach of any standard of care or warranty shall, at Client's option, include, without limitation, prompt re-performance by Vendor of non-conforming Services. Vendor shall bear all expenses of and associated with the re-performance of non-conforming Services. Re-performed Services shall be subject to the provisions of this Agreement to the same extent as the original Services.

6. STANDARDS OF CONDUCT

a. **Ethics:** Vendor shall adhere to the highest standards of ethical competence and integrity in performance of this Agreement, having due regard for the nature and purpose of Client as an international organization, and ensure that employees assigned to perform any obligations under this Agreement conduct themselves in a consistent manner.

b. **Compliance with Law:** Vendor represents and warrants that it is, and shall continue to be, in compliance with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction, including, without limitation, any anti-bribery statutes.

c. **Anti-Terrorism:** Vendor shall not use funds paid by Client to finance, support, or conduct terrorism. The representations and obligations set out in this Section 6.3 shall survive the expiration or termination of this Agreement.

d. **No Gifts or Benefits; Conflicts of Interest:** Vendor represents and warrants that it has not offered or paid any direct or indirect gifts, favors, or benefits arising from this Agreement to any employee or representative of Client or their relatives or any of Client's affiliates.

e. **Notice:** Vendor shall promptly notify Client in writing, and in any event within thirty (30) days, after it becomes aware that Vendor or any of its employees or representatives is in breach of any provision of this Section 6.

f. **No Retaliation:** Vendor shall not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against, any of its employees in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Client, or other proper authority, information relating to violation of this Section 6, including, without limitation, any substantial violation of law relating to the performance of this Agreement.

g. **Right To Audit:** Client shall be entitled to audit Vendor's compliance with this Section 6, including reviewing records in accordance with Section 4.2.

h. **Material Breach:** Vendor agrees that a breach of this Section 6 is a material breach of an essential provision of this Agreement and constitutes grounds for termination of this Agreement in accordance with Section 7.2.

7. TERMINATION

a. **Cancellation:** Client may cancel all or any part of this Agreement for any reason and for no reason at all before Vendor completes performance of the Services. In such event, Client shall accept any partial performance as provided in Section 2.2. Client may cancel this Agreement by sending Vendor a written notice which specifies the effective date of cancellation.

b. **Termination for Breach:** Client may terminate all or any part of this Agreement if: (a) Vendor fails to perform the Services as required by this Agreement; (b) the Services performed do not conform, in all respects, to the requirements of this Agreement; (c) Vendor becomes insolvent or unable to meet its payment obligations when due; or (d) Vendor breaches any provision of this Agreement. In such event, Client shall notify Vendor in writing, describing the reason for termination and providing the termination date. Client shall not be liable for the cost or expense of any Services, effective as of such termination date and Vendor shall remit all payments made by Client for services yet to be performed and forfeits all claim to payment owed.

c. **Termination for Terrorist Activity:** If Vendor is identified on any terrorist sanctions list recognized by Client, including, without limitation, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this Agreement shall automatically terminate effective

immediately upon written or oral notice to Vendor, and in such event Vendor shall promptly return all funds paid to Vendor to Client.

d. **Transitional Services:** Upon the termination of this Agreement, Client and Vendor shall cooperate in transition activities, as applicable. Vendor shall use reasonable efforts to minimize interruption and any adverse impacts of the termination, including demobilizing personnel and equipment from the Work Site as may be the case, exiting agreements with [subcontractors and] suppliers, and assembling documents related to the Services in orderly form. If Client selects an alternate provider of the Services, Vendor shall cooperate with the alternate provider so that the transfer of responsibility may occur as quickly as possible without disruption to Client's business. Vendor shall, on Client's request, deliver over to Client appropriate records, documents, drawings, calculations, plans, and specifications relating to the Services.

8. LIABILITY AND INDEMNIFICATION

a. **Limitation of Liability:** In no event shall Client be liable for any indirect, special, incidental, or consequential damages of any kind, including, without limitation, any loss of present or prospective profits, loss of expenditures, investments, or commitments made in connection with the establishment or termination of a business relationship, or performance of obligations under this Agreement, even if Client had been advised of the possibility. In no event shall Client, its parent and/or affiliated entities, as applicable, be liable for an amount greater than the total amount paid under this Agreement. The provisions of this Section 8.1 shall survive the expiration or earlier termination of this Agreement.

b. **Indemnification:** To the fullest extent permitted by law, Vendor shall defend, indemnify, and hold harmless Client, its directors, officers, employees, agents, representatives, affiliates, and assigns from and against any and all actions, suits, claims, damages and losses, including reasonable attorneys' fees and expenses, of any kind whatsoever, which may arise out of or related directly or indirectly from Vendor's negligence, wrongful acts or omissions, or breach of any provision of this Agreement, including, without limitation, Section 5. The obligations set out in this Section 8.2 shall survive the expiration or termination of this Agreement.

9. GENERAL PROVISIONS

a. **Entire Agreement:** This Agreement, including Annex A, represents the final, complete and exclusive agreement between Vendor and Client and supersedes any and all prior or contemporaneous agreements, communications, arrangements or understandings. Client rejects any term or condition of any invoice, letter, e-mail or other document from or by Vendor which conflicts with or adds to this Agreement. In the event of any conflict between these terms and conditions and any other terms included on the attached Appendix A, these terms and conditions shall control. This Agreement does not represent a commitment by Client to engage Vendor for additional services or by Vendor to perform additional services for Client.

b. **Modifications:** This Agreement may be modified only as stated in and by writing signed by both Vendor and Client.

c. **Severability:** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.

d. **Remedies and Waiver:** Client's rights and remedies under this Agreement are cumulative. The exercise of any one or more of these rights or remedies shall not limit Client's right to exercise any other right or remedy. Any waiver of the provisions of this Agreement or of Client's rights or remedies under this Agreement must be in writing and signed by Client to be effective. Failure, neglect, or delay by Client at any time to enforce the provisions of this Agreement or its rights or remedies shall not be construed as a waiver of its rights, powers, or remedies under this Agreement or a waiver of any later breach or right or as establishing a course of performance or course of dealing between Vendor and Client with respect to any future Agreement.

e. **No Assignment:** Vendor may not assign its rights [or delegate or subcontract its duties] under this Agreement without first obtaining the written consent of Client; provided that (i) the assignee agrees to assume the obligations under this Agreement in writing and has adequate resources to meet its obligations hereunder; (ii) the assignment shall not change the scope of work to be performed under this Agreement; (iii) the assignee is not a competitor of the non-assigning party; and (iv) the assignee provides written notice of the assignment to the other party within thirty (30) days thereof. Client may, without obtaining Vendor's consent, freely assign its rights and delegate its duties (either directly or by operation of law) under this Agreement.

f. **Disputes and Governing Law:** Client and Vendor shall make every reasonable effort to amicably resolve any dispute arising from this Agreement. If, after thirty (30) days from the commencement of such efforts, the dispute remains unresolved, either party may submit the matter for binding arbitration pursuant to laws, regulations and rules of Client's principal location. In such event, both parties waive their right to have disputes adjudicated before any other tribunal or body, and the parties agree that no appeal may be taken from a decision reached in binding arbitration. The parties may, however, avail themselves of any law or procedure necessary to enforce a binding arbitration decision. This Agreement shall be interpreted in accordance with the laws of the country to which the Services are performed.

g. **No Relationship or Agency; Use of Name:** Vendor and Client are and shall remain independent contracting parties. Vendor is not, and may not represent that it is, an agent, fiduciary, employee, partner, or similar relation of Client for any purpose. Vendor and Vendor's employees are and shall not be entitled to any benefits Client makes available to its employees. Vendor may not use Client's name or logo in any manner without prior written permission from Client.

h. **Excusable Delays:** Time is of the essence for this Agreement. Neither Client nor Vendor shall be liable for any delay or failure to perform its obligations under this Agreement if this delay or failure is caused in whole or in part by acts of God, strikes, lockouts, riots, acts of war, terrorist events, pandemics, earthquakes, tsunamis, fires, tornadoes, floods, or other adverse weather conditions, explosions, or other events, occurrences, or causes beyond the reasonable control of the relevant party. Vendor shall notify Client immediately if Vendor expects a delay or failure to perform the Services for any reason.

i. **Notices:** Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons listed below. These addresses may be changed by written notice to the other party. Notices given in the manner provided by this Section 9.9 shall be considered given two business days after deposit in the mail, or the first business day after delivery by hand, fax or e-mail.

9.10 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which, taken together, shall constitute one and the same Agreement.

[Signature Page Follows]

Client and Vendor signed this Agreement as of the Effective Date.

Client

Vendor

By: _____

By: _____

Name: Katherine A. Kramer

Name: _____

Title: Contract Manager, Friends of the Front
Range Wildlife Refuges

Title: _____

Client Contact Information

Address: 6550 Gateway Road, Headquarters,
Commerce City, CO 80022

Vendor Contact Information

Address:

Telephone:

Email:

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