



State of Alabama Solicitation

Solicitation RFP 004 19000000002	Document Phase Final	Document Description RFP Bat Spring Migration Surveys
Procurement Folder 727719	Creation Date 11/07/18	Print Date 11/08/18

Request for Proposals

CONTACTS

Contact	Name	E-mail	Phone
Requestor:	Amy Silvano	amy.silvano@dnr.alabama.gov	(334)242-3861
Issuer:	Amy Silvano	amy.silvano@dnr.alabama.gov	(334)242-3861
Buyer:	Amy Silvano	amy.silvano@dnr.alabama.gov	(334)242-3861

Bids will be accepted from: 11/12/18
to: 11/23/18

All Inquiries for Information Regarding Bid Submission Requirements or Procurement Procedures
Should be Directed To The Buyer Contact Listed Above.

COMMODITY INFORMATION

Group: 1 Line: 1 Line Type: Service
Commodity Code: PRF19000027 Quantity:
Commodity Description: Wildlife/Fish Management Services (Including Unit:
Extended Description:

Wildlife/Fish Management Services (Including Endangered Spec

SHIPPING AND BILLING

Shipping

CONSERVATION-WFF-WILDLIFE ASSISTANT CHIEF
RESEARCH
AMY SILVANO/334-242-3469
64 N UNION STREET
SUITE 584
MONTGOMERY, AL 36130
USA

Delivery Date:

Billing

WFF-WILDLIFE ASSISTANT CHIEF RESEARCH
AMY SILVANO/334-242-3469
64 N UNION STREET
SUITE 584
MONTGOMERY, AL 36130
USA

Delivery Type:

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GENERAL TERMS AND CONDITIONS FOR RFP FOR SERVICES v 7-9-15 rhc edit 7-28-15

GENERAL TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS - All proposals are subject to these Terms and Conditions.

1. PROHIBITED CONTACTS; INQUIRIES REGARDING THIS RFP – *From the Release Date of this RFP until a contract is awarded, parties that intend to submit, or have submitted, a Proposal are prohibited from communicating with any members of the Soliciting Party’s Team for this transaction who may be identified herein or subsequent to the Release Date, or other employees or representatives of the Soliciting Party regarding this RFP or the underlying transaction except the designated contact(s) identified in {insert location in RFP where contacts are identified, such as Section S or Item 2.}*

Questions relating only to the RFP process may be submitted by telephone or by mail or hand delivery to: the designated contact. Questions on other subjects, seeking additional information and clarification, must be made in writing and submitted via email to the designated contact, sufficiently in advance of the deadline for delivery of Proposals to provide time to develop and publish an answer. A question received less than two full business days prior to the deadline may not be acknowledged. Questions and answers will be published to those parties submitting responsive proposals.

2. NONRESPONSIVE PROPOSALS - Any Proposal that does not satisfy requirements of the RFP may be deemed non-responsive and may be disregarded without evaluation. Clarification or supplemental information may be required from any Proposer.

3. CHANGES TO THE RFP; CHANGES TO THE SCHEDULE - The Soliciting Party reserves the right to change or interpret the RFP prior to the Proposal Due Date. Changes will be communicated to those parties receiving the RFP who have not informed the Soliciting Party’s designated contact that a Proposal will not be submitted. Changes to the deadline or other scheduled events may be made by the Soliciting Party as it deems to be in its best interest.

4. EXPENSES - Unless otherwise specified, the reimbursable expenses incurred by the service provider in the providing the solicited services, shall be charged at actual cost without mark-up, profit or administrative fee or charge. Only customary, necessary expenses in reasonable amounts will be reimbursable, to include copying (not to exceed 15 cents per page), printing, postage in excess of first class for the first one and one-half ounces, travel and preapproved consulting services. Cost of electronic legal research, cellular phone service, fax machines, long-distance telephone tolls, courier, food or beverages are not reimbursable expenses without prior authorization, which will not be granted in the absence of compelling facts that demonstrate a negative effect on the issuance of the bonds, if not authorized.

If pre-approved, in-state travel shall be reimbursed at the rate being paid to state employees on the date incurred. Necessary lodging expenses will be paid on the same per-diem basis as state employees are paid. Any other pre-approved travel expenses will be reimbursed on conditions and in amounts that will be declared by the Issuer when granting approval to travel. Issuer may require such documentation of expenses as it deems necessary.

5. REJECTION OF PROPOSALS - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. EXPENSES OF PROPOSAL – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. DISCLOSURE STATEMENT - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of

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the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General's web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. LEGISLATIVE CONTRACT REVIEW - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., *Code of Alabama 1975*. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a

contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

9. THE FINAL TERMS OF THE ENGAGEMENT - Issuance of this Request For Proposals in no way constitutes a commitment by the Soliciting Party to award a contract. The final terms of engagement for the service provider will be set out in a contract which will be effective upon its acceptance by the Soliciting Party as evidenced by the signature thereon of its authorized representative. Provisions of this Request For Proposals and the accepted Proposal may be incorporated into the terms of the engagement should the Issuer so dictate. Notice is hereby given that there are certain terms standard to commercial contracts in private sector use which the State is prevented by law or policy from accepting, including indemnification and holding harmless a party to a contract or third parties, consent to choice of law and venue other than the State of Alabama, methods of dispute resolution other than negotiation and mediation, waivers of subrogation and other rights against third parties, agreement to pay attorney's fees and expenses of litigation, and some provisions limiting damages payable by a vendor, including those limiting damages to the cost of goods or services.

10. BEASON-HAMMON ACT COMPLIANCE. A contract resulting from this RFP will include provisions for compliance with certain requirements of the *Beason-Hammon Alabama taxpayer and Citizen Protection Act* (Act 2011-535, as amended by Act 2012-491 and codified as Sections 31-13-1 through 35, Code of Alabama, 1975, as amended), as follows:

E- VERIFY ENROLLMENT DOCUMENTATION AND PARTICIPATION. As required by Section 31-13-9(b), Code of Alabama, 1975, as amended, Contractor that is a "business entity" or "employer" as defined in Code Section 31-13-3, will enroll in the E-Verify Program administered by the United States Department of Homeland Security, will provide a copy of its Memorandum of Agreement with the United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

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**REQUEST FOR PROPOSALS
FOR
CONSERVATION AND NATURAL RESOURCES**

SPRING MIGRATION OF INDIANA BATS IN ALABAMA

SPECIFIC TERMS AND CONDITIONS FOR THIS REQUEST FOR PROPOSALS

1. Purpose - The Alabama Department of Conservation and Natural Resources, Wildlife and Freshwater Fisheries Division (WFF) is seeking bids to establish a vendor for survey research services. The selected vendor will design, conduct, analyze, and report the results of research to identify migration routes and maternity trees of Indiana bats (*Myotis sodalis*) that hibernate in Alabama. The Indiana Bat, listed as Threatened under the Endangered Species Act, is known to hibernate and summer in Alabama, but the location of maternity colonies for Indiana bats that hibernate in Alabama has never been confirmed.

All submitted proposals must meet the following qualifications and specifications, or they will not be accepted. Proposals must be submitted in writing to the address indicated below and received no later than November 23, 2018. Each proposal must include one original and one electronic copy. It is anticipated the contract will be awarded on or around December 5, 2018. Questions can be directed to Amy L. Silvano at Amy.Silvano@dcnr.alabama.gov.

Submit proposals to:

Amy L. Silvano
Alabama Department of Conservation and Natural Resources
Wildlife and Freshwater Fisheries Division
64 North Union Street – Room 584
Montgomery, AL 36130
334-242-3649

2. Qualifications And Specifications - The vendor will illustrate its capacity to meet study objectives listed below by demonstrating experience conducting previous surveys similar to the Scope of Services. To be considered for this contract, vendors must demonstrate at least 5 years' experience conducting airplane radio-telemetry studies of bat movement. Documentation of experience must be supplied with the vendor's bid and must specifically meet the following requirements:

- (A) Provide summaries of and references for at least three prior surveys conducted within the past 10 years demonstrating staff skills and abilities to successfully capture bats, affix radio-tags and radio-track bats with airplanes and ground crews to determine the exact tree in which bats are roosting, on a geographic scale in excess of 100 miles.
- (B) Vendor must have as a full-time staff member a licensed airplane pilot with demonstrated experience radio-tracking Indiana bats.
- (C) Vendor must possess a current Federal Fish and Wildlife Service recovery permit to "take" Threatened and Endangered bats for scientific research,

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including the Indiana bat, gray bat (*Myotis grisescens*), and Northern long-eared bat (*Myotis septentrionalis*). The successful vendor must also possess a State Scientific Collecting Permit prior to initiation of the study.

3. Scope Of Services –

The Goal of this project is to map the migratory pathway, locate the final destination, and confirm a maternity colony of female Indiana bats originating from a hibernaculum in Alabama. To that end the selected vendor will meet the following Objectives:

- A. Radio-tag female Indiana bats from their hibernaculum and track them as they forage and migrate to maternity colonies
 - a. Collect individual location data to determine behavior, speed, timing and duration
 - b. Identify roosts used during migration
 - c. Identify migration pathways and habitat used
 - d. Collect temperature data of bats and ambient air to determine effects of weather on bat migration
- B. Take blood samples to determine pregnancy timing
 - a. At the hibernaculum
 - b. At the maternity colony
- C. Radio-tag and track bats to roosts at the end of migration to confirm presence of maternity colony
 - a. Identify roosts used during the transition period between migration and parturition
 - b. Conduct simultaneous exit counts to estimate population size

The selected vendor will develop a project proposal to meet the stated Objectives and submit it to WFF for approval. Upon approval the vendor will be responsible for executing the project and providing the contract deliverables.

4. Anticipated Deliverables - The selected vendor will be responsible for completing and submitting the following deliverables by the date determined in the final contract:

- (A) Study proposal detailing study design and methods.
- (B) Final written report of study findings.
- (C) A copy of all field datasheets.
- (D) All bat capture locations, roost trees, and emergence count data shall be submitted via the USFWS Bat reporting spreadsheets to WFF.
- (E) All bat occurrence data shall be submitted to the ADCNR Natural Heritage Database in compliance with requirements of the State Scientific Collecting Permit.
- (F) ArcGIS shapefiles detailing migratory pathways and all roost tree locations.
- (G) A presentation of project results to the Alabama Bat Working Group annual meeting.
- (H) Any additional technical support or assistance required to complete the project.

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5. Rejection Of Proposals - The Soliciting Party reserves the right to reject any and all proposals and cancel this Request if, in the exercise its sole discretion, it deems such action to be in its best interest.

6. Expenses Of Proposal – The Soliciting Party will not compensate a Proposer for any expenses incurred in the preparation of a Proposal.

7. Disclosure Statement - A Proposal must include one original Disclosure Statement as required by Code Section 41-16-82, et seq., Code of Alabama 1975. Copies of the Disclosure Statement, and information, may be downloaded from the State of Alabama Attorney General’s web site at <http://ago.alabama.gov/Page-Vendor-Disclosure-Statement-Information-and-Instructions>.

8. Legislative Contract Review - Personal and professional services contracts with the State may be subject to review by the Contract Review Permanent Legislative Oversight Committee in accordance with Section 29-2-40, et seq., Code of Alabama 1975. The vendor is required to be knowledgeable of the provisions of that statute and the rules of the committee. These rules can be found at <http://www.legislature.state.al.us/aliswww/AlaLegJointIntCommContracReview.aspx>. If a contract resulting from this RFP is to be submitted for review the service provider must provide the forms and documentation required for that process.

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United States Department of Homeland Security that program and will use that program for the duration of this contract.

CONTRACT PROVISION MANDATED BY SECTION 31-13-9(k):

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

11. OPEN TRADE – By submitting a proposal, the Submitter represents that he/she and the business entity he/she represents is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312.

12. Immigration – By submitting a proposal, the Submitter represents that heshe and the business entity he/she represents is not in violation of federal immigration law and has not knowingly employed, hired for employment or continues to employ an unauthorized alien within the State of Alabama.

13. Discrimination – By submitting a proposal, the Submitter represents that he/she and the business entity he/she represents agrees to comply with all Federal and State laws which prohibit discrimination on the basis of race, color, religion, age, gender, pregnancy, national origin, genetic information, veteran status or disability.

14. Public Information – All responses received will be subject to the Alabama Open Records Act, Ala. Code § 36-12-40, (1975), as amended, and may be subject to public disclosure upon request. The Open Records Act is remedial and should therefore be liberally construed in favor of the public. The Alabama Trade Secrets Act is Ala. Code §§ 8-27-1 to 8-27-6, (1975), as amended. Responders are cautioned to be familiar with these statutes. The burden is on the one asserting the trade secret to show that the information sought to be protected meets the definition of a Trade Secret as defined in the Act,

Any RFP response submitted that contains confidential, trade secrets, or proprietary commercial information must be conspicuously marked as such. Identification of the entire bid as confidential is not acceptable unless the Respondent enumerated the specific grounds or applicable laws which support treatment of the entire material as protected from disclosure according to the foregoing statutes or other applicable Alabama law.

The owner of the confidential information shall indemnify and hold the State of Alabama, DCNR, and DCNR's staff harmless from all costs or expenses including, but not limited to, attorney fees and expenses related to litigation concerning disclosure of said information and documents.