

PUBLIC NOTICE

REVISED

Alabama Department of Conservation and Natural Resources

REQUEST FOR SEALED PROPOSALS

***INVASIVE FERAL SWINE MITIGATION
PROGRAM MANAGEMENT SERVICES
AND RELATED WORK***

**SEALED PROPOSALS ARE DUE BY:
APRIL 1, 2024 at 12:00 PM (NOON) CST**

*via electronic-mail message of a .pdf attachment
containing an e-mail subject line titled: "RFP FOR INVASIVE FERAL SWINE MITIGATION"
and e-mailed to:*

Jeremy.Doss@dcnr.alabama.gov

Alabama Department of Conservation and Natural Resources
INVASIVE FERAL SWINE MITIGATION
PROGRAM MANAGEMENT SERVICES
AND RELATED WORK

I. Introduction and Description of Projects:

The Alabama Department of Conservation and Natural Resources (ADCNR) invites qualified Applicants to respond to this Request for Proposals for Invasive Feral Swine Mitigation Program Management Services and Related Work on an “as requested basis” to be implemented on a variety of diverse habitat and recreational use properties across the state that are owned and/or managed by ADCNR. In executing the scope of work, the selected Applicant(s) must possess all required licenses and permits, and agrees to comply with all applicable federal, state, and local laws and regulations, as well as all programmatic requirements.

II. Scope of Work:

ADCNR is searching for a qualified and skilled Applicant(s) to evaluate invasive feral swine population locations on individual ADCNR owned/managed tracts, assess appropriate tract-specific mitigation measures, consult with ADCNR staff regarding tract-specific federal and state restrictions impacting potential mitigation measures, develop written tract-specific management plans, prepare cost estimates associated with management plan actions, recommend prioritization and rotation schedule for management plan implementation, and implement ADCNR-approved tract management plan actions to provide invasive feral swine mitigation program management services.

Due to the potential for necessary actions on various public lands owned and/or managed by ADCNR across the state, ADCNR reserves the right to select an applicant to provide state-wide program management services or to select more than one applicant to provide program management services by geographical region or by conservation/recreation land use type. The qualified Applicant(s) must have the capacity and experience to evaluate, plan, coordinate, and implement mitigation actions on a program management scale associated with removal of invasive feral swine from individual land tracts ranging in acreage from as small as 10 acres to more than 30,000 acres or larger that offer differing seasons/schedules of various forms of public outdoor recreation activities. Applicant(s) must be available to promptly respond to any issues that may arise during implementation of necessary actions associated with invasive feral swine mitigation services pursuant to approved management plans on project tract(s). Applicant(s) will be responsible for all labor, materials, equipment, tools, transportation, and all supplies required to provide program management services and implement mitigation measures. ADCNR may provide trap(s) under certain circumstances or for certain locations, but a qualified Applicant should factor traps into the required supplies.

Applicant(s) must work in close coordination with ADCNR to ensure that actions associated with feral swine mitigation program management activities will be confined to an approved pre-determined area and adhere to any specific conditions associated with tract-specific management plans including, but not limited to, threatened or endangered species, public recreational usage and general public safety for a specific project site. ADCNR may give preference to an Applicant(s) that has experience and can provide all the various proven services associated with feral swine mitigation and program management services. If an Applicant is unable to provide certain services or is unable to demonstrate experience directly related to the exact services requested, the Applicant may note this as an *exception* and provide an explanation in its proposal of how the work may otherwise be accomplished consistent with ADCNR's goals and objectives. ADCNR is willing to consider partnership solutions between vendors, which must be clearly explained and delineated in a proposal.

A. Program Management Services

Services will be performed on an as-requested basis throughout the State of Alabama, and will include, but not be limited to:

1. Evaluate, develop, and make recommendations related to tract management plan development, identification of appropriate mitigation measures, prioritization of on-the-ground actions, cost estimates for mitigation measures, and program management implementation in close coordination with ADCNR to include:
 - a. Site Evaluation(s):
Site evaluation(s) will be conducted with ADCNR personnel to assess location(s) of and nuisance characterization of invasive feral swine populations as well as to analyze appropriate and effective mitigation measures and strategies accommodating tract-specific habitat conditions/restrictions and public usage/safety considerations.
 - b. Management Plan Development:
Develop written, tract-specific management plans in consultation with ADCNR for properties owned/managed across the state.
 - c. Mitigation Measures Implementation - Trapping:
Trapping services to be used to facilitate feral swine removal in various areas within the state that are owned and/or managed by ADCNR. Department personnel will have access to all remote camera activity.
 - d. Mitigation Measures Implementation - Night Shooting:
May be appropriate within some areas owned and/or managed by ADCNR in close coordination with Department personnel.
 - e. Program Management:
Make recommendations regarding tract-specific management plan prioritization and scheduling and also coordinate/perform mitigation action implementation.
2. Mitigate and address any issues that may arise, during and after the feral swine removal services, with appropriate personnel and equipment.
3. Be duly licensed, and insured, and execute the scope of services safely and in strict adherence to all governing laws, rules, and programmatic requirements.
4. Successful feral swine removal actions must be fully documented in a manner satisfactory to ADCNR and shall be reviewed by ADCNR personnel.

ADCNR reserves the right to award the contract to a vendor(s) other than the lowest-price vendor, if a higher-priced proposal is the most advantageous to ADCNR as determined by the State of Alabama.

B. Contract Terms

If any contract is ultimately entered pursuant to this RFP, certain contract terms may include, but are not limited to:

1. **Length of Contract.** ADCNR anticipates entering into a contract with the selected Applicant(s) for a two-year period and such contract may be renewed or extended for up to an additional two-year period or longer at ADCNR's sole discretion and upon written agreement of parties.
2. **Insurance.** Maintain and provide, for the duration of the Agreement, satisfactory certificates of insurance coverage and renewals, including but not limited to, properly endorsed comprehensive liability insurance with policy limits acceptable to ADCNR. For each policy, name the ADCNR, its officers, and employees as "additional insureds."
3. **Indemnification.** To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the State of Alabama, Department of Conservation and Natural Resources, the Forever Wild Land Trust Board of Trustees, and all their employees, officers, and agents against any and all claims, damages, liability, and court costs, expenses, and attorneys' fees incurred as a result of any act or omission by the Contractor or its employees, agents, or applicable subcontractors.

III. Proposal Submission:

A. Proposed Activities and Approach

The Applicant should identify its proposed implementation methodology to ensure a successful execution of the Scope of Work. Proposals should include a detailed work plan that identifies major activities and deliverables. The work plan should describe the roles and responsibilities of the Applicant and proposed role of ADCNR staff.

B. Minimum Experience and Qualifications

ADCNR is seeking responses from qualified Applicants with the proper experience, expertise, and capacity to offer a fully integrated solution for the Scope of Services outlined herein and in full adherence to all legal requirements and in the context of services occurring on and in relation to publicly managed land offering public recreation opportunities. An applicant must currently be insured. Proposals should include a description of the firm, its experience with feral swine mitigation assessment, planning, coordination and implementation to include management plan development as well as program management (preferably in the State of Alabama), qualifications, proposed solution, and capacity to satisfy the requirements of the RFP.

An Applicant must also include the name, address, e-mail, and telephone number of 1-2 references for whom similar services have been provided.

Applicant must disclose any debarment or disqualification as a vendor for any federal, state, or local entity.

C. Cost Proposal

Applicants must provide a clear and comprehensive description of all costs associated with the site evaluation, mitigation measure implementation (including, but not limited to, trap setup), list of equipment to be provided and used, travel, and per feral swine cost of removal.

Firms must be registered in the State of Alabama Accounting and Resource Systems (STAARS) to receive payment. In order to be listed as a Vendor in STAARS, you must first be registered in Alabama Buys. If you have not registered in Alabama Buys, <https://alabamabuys.gov>, it is recommended that you register your company.

D. Submission Requirements

- 1) ALL SUBMISSIONS WILL BE MADE VIA AN ELECTRONIC-MAIL MESSAGE CONTAINING A .PDF ATTACHMENT TO Jeremy.Doss@dcnr.alabama.gov. IMPORTANT NOTE: The electronic-mail message with the .pdf proposal attachment must contain an e-mail subject line titled “RFP FOR INVASIVE FERAL SWINE MITIGATION.”

- 2) Each proposal submission shall consist of:
 - i. Cover Letter of Interest.
 - ii. Proposed activities and approach to execute the Scope of Work: a detailed description of proposed methodologies, and processes, to accomplish the work. An Applicant must describe ability (or lack thereof ability as an *exception*) to perform each category of service specified in the Scope of Work. The proposal should describe the roles and responsibilities of the Applicant and proposed role of ADCNR staff.
 - iii. Minimum Experience and Qualifications: a narrative that addresses the firm and team background and organization, examples of related projects within the past five years, and other supporting documentation. Applicant must include references.
 - iv. Cost Proposal: The firm’s cost proposal, providing a clear and comprehensive understanding of all costs associated with the proposed solution, and itemizing costs.
 - v. Additional Supporting Documentation:
 - a) Alabama Disclosure Statement: Disclosure Statement (alabama.gov)
 - b) E-Verify Memorandum of Understanding
 - c) Immigration Status Form: Microsoft Word - IMMIGRATION STATUS form.doc (state.al.us)
 - d) Certificate of Compliance: https://alison-file.legislature.state.al.us/pdffdocs/joint/contract_review/Certificate_of_Compliance.pdf
 - e) W-9

- 3) The *Cover Letter* shall be no more than 2 standard letter-size pages, text size no smaller than size 12 font, and shall clearly indicate the name, title, email address, and telephone number of the submitting entity’s primary contact.

- 4) If more than one entity is responding to this RFP under a single proposal, the *Statement of Qualifications* shall list all entities that are part of the proposal and/or will perform services pursuant to Scope of Work.

- 5) Submissions shall consist of a .pdf electronic submission, no greater than 25 MB. In terms of number of pages, proposals should be limited to no more than 30 pages total. The page limit does not supersede the file size limitation. Submissions that meet the 30-page limitation but are greater than 25 MB will not be received.

E. Submittal and Deadline

It is the sole responsibility of the Applicant to ensure actual delivery of its submission by the deadline.

Responses to this RFP must be received electronically **via e-mail no later than APRIL 1, 2024 at 12:00 PM (NOON) CST** to Jeremy.Doss@dcnr.alabama.gov of the Alabama Department of Conservation and Natural Resources. **IMPORTANT NOTE:** The electronic-mail message with the .pdf attachment must contain an e-mail subject line titled “RFP FOR INVASIVE FERAL SWINE MITIGATION”

IV. Criteria for Evaluation

Proposals will be evaluated by an evaluation committee. Selection will be based upon all factors listed and will represent the best performance and most reasonable costs as determined by ADCNR. ADCNR reserves the right to award the contract to an applicant(s) other than the lowest cost applicant, if a higher cost proposal is the most advantageous for the State as determined by ADCNR. Oral presentations and interviews may be required at ADCNR’s discretion as part of the evaluation process.

The following factors serve as criteria in making the selection determination(s) (order is not intended to and does not indicate priority):

- A. Ability to perform site evaluation and develop written tract-specific mitigation plans - 25%**
Evidence of ability and willingness to provide necessary oversight, expertise, labor, materials, equipment, etc., to conduct site-specific tract evaluation in coordination with ADCNR staff and thereafter develop written tract-specific mitigation plans that address mitigation activities in context of tract habitats and recreational usage in consultation with ADCNR staff.
- B. Responsiveness - 25%**
The responsiveness of the proposal in clearly stating and understanding the services to be provided in accordance with ADCNR needs and objectives.
- C. Ability to implement mitigation plan on a geographical region or statewide - 20%**
Evidence of ability and willingness to provide necessary oversight, labor, materials, equipment, etc., to perform services (and address any associated on-the-ground issues) on a statewide or regional basis with consideration given to proposals that demonstrate experience as to providing similar services on tracts open for public recreation on a smaller geographic scale.
- D. Feral Swine population management/mitigation experience - 20%**
Experience in effectively performing invasive feral swine population mitigation services to include experience in providing such services across multiple tracts and recommending and implementing prioritization and rotation schedules to landowners as to presence of multiple feral swine populations across managed tracts. This includes input from references as requested by ADCNR, ability to meet the terms of the RFP, and the relevancy of experience.
- E. Cost of mitigation plan implementation and program management - 10%**
This factor shall be judged by reasonableness in relation to the merits of the proposal.

V. Miscellaneous:

A. Reservations

1) Authority:

This process is only for the benefit of ADCNR and is to provide ADCNR with competitive information to assist it in the process of selecting a vendor. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made solely at the discretion of the State of Alabama.

2) Disclaimers:

ADCNR reserves the right to award to multiple Vendors; to award by item, groups of items; to divide the award; to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of ADCNR and the State of Alabama will be served. ADCNR may seek clarification of the proposal from Vendor at any time, and failure of the Vendor to timely respond may be cause for rejection. Clarification is not an opportunity to change the proposal. The submission of a proposal confers on Vendor no right of selection or to a subsequent contract. This process is for the benefit of ADCNR only and is to provide ADCNR with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made at the sole discretion of the State of Alabama and made to favor the State of Alabama.

3) Questions/Requests for Clarifications:

Written questions or comments regarding this RFP must be submitted via electronic mail message to jeremy.doss@dcnr.alabama.gov **by MARCH 18, 2024**. Applicant(s) understands and agrees that he/she has an affirmative duty to inquire and seek clarification regarding anything in this RFP that appears to be unclear.

4) Alterations:

ADCNR reserves the right to revise this RFP, to alter any deadlines or revise any part of this RFP by issuing an addendum to same. Addenda, if any, will be posted at www.outdooralabama.com. It is the responsibility of the Applicant to check the website for addenda to the RFP, if any.

5) Waiver of Administrative Informalities:

The State of Alabama reserves the right to reject or accept any and all proposals and to waive any informality in any proposal. The best interests of ADCNR shall be considered the determining factor in selecting or not selecting an Applicant.

6) Proposal Rejection/RFP Cancellation:

Issuance of this RFP in no way constitutes a commitment by ADCNR to award a contract. ADCNR reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this RFP if it is determined to be in ADCNR's best interest. ADCNR also reserves the right to withdraw this RFP at any time or terminate the contract resulting from this RFP upon thirty (30) day notice without penalty.

7) Changes and/or Withdrawal of Proposal:

An Applicant may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the Applicant must be e-mailed to the addresses referenced herein. No additions or changes to an original proposal will be allowed unless specifically requested in writing and e-mailed to the addresses referenced herein by the authorized representative of the Applicant.

8) Errors and Omissions in Proposal:

ADCNR reserves the right to make corrections or amendments due to errors identified in proposals by ADCNR or by the Applicant. ADCNR, at its discretion, has the right to request clarification or additional information from the Applicant.

9) Compliance with Laws:

Applicants acknowledge and agree to comply with all applicable State regulations and laws, Federal regulations and laws, and ADCNR policies, guidelines, and standards.

10) Protest Period:

A bona fide applicant that is aggrieved in connection with the solicitation of a contract may protest to the Chief Procurement Officer. See generally State of Alabama Department of Finance Administrative Code Regulations at administrative-code-355-4-1-01-thru-06.pdf (alabama.gov).

B. Required State Clauses:**1) Open Trade:**

By submitting a proposal, the Applicant 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 within a jurisdiction with whom the State of Alabama can enjoy open trade, as defined in Act 2016-312. Applicant further represents that he/she and the business entity he/she represents does not and will not engage in economic boycotts as the term “economic boycott” is defined in Section 1 of Ala. Act No. 2023-409.

2) Non-Discrimination:

By submitting a proposal, the Applicant represents that he/she and the business entity he/she represents is compliant with all state and federal laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability.

3) Immigration:

By submitting a proposal, the applicant represents that he/she 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.

4) Non-Commitment of Funds:

Any contract(s) that may be entered into related to this proposed project is/are subject to the availability of funds and/or the needs of the ADCNR. Therefore ADCNR, at its sole discretion, may or may not issue a final contract or contracts as a result of this RFP. Further, even in the event an initial selection is made by ADCNR, no selection is final until full execution of a written agreement detailing an agreed-upon scope of work. If ADCNR deems, at its sole discretion, that a satisfactory agreement cannot be reached in accordance with an initial selection, ADCNR reserves the right to proceed with efforts to make another selection based upon proposals submitted pursuant to this RFP.

5) Submittals as a Public Record:

All proposals submitted to the ADCNR pursuant to this RFP will be retained and are subject to disclosure under Alabama’s Open Records laws.

6) Not a Debt of the State:

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this contract shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then that conflicting provision in the contract shall be deemed null and void.

7) Alternative Dispute Resolution:

In the event of any dispute between the Applicant and a party, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail, and the dispute involves the payment of money, a party’s sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this RFP, and any ensuing contract, which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited

to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

8) Agency Language:

Applicant acknowledges and agrees that it is not an agent of the State, but rather is an independent entity from the State and nothing in this contract creates an agency relationship between the parties.

9) Not Entitled to Merit System:

Applicant understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

10) Indemnification and Limitation of Liability:

To the extent authorized by law, the selected Applicant shall indemnify, save, and hold harmless the State of Alabama, Department of Conservation and Natural Resources, the Forever Wild Land Trust Board of Trustees, and all their employees, officers, and agents against any and all claims, damages, liability, and court costs, expenses, and attorneys' fees incurred as a result of any act or omission by the Contractor or its employees, agents, or applicable subcontractors.

11) Choice of Law; Jurisdiction and Venue:

This RFP and related documents shall be governed by and construed in accordance the laws of the State of Alabama. Venue for any actions arising under this RFP shall vest exclusively in courts located in the United States District Court for the Middle District of Alabama or in sitting in Montgomery County. The Applicant hereby submits to the exclusive personal jurisdiction and venue of the aforementioned courts and agrees that it will not assert lack of personal jurisdiction or improper venue as a defense to any such action.

12) Conflict of Interest:

Applicant represents and warrants that it is not aware of any actual or potential conflict of interest in providing the services to State Lands under any resulting contract.

C. Additional Information:

Questions should be submitted in writing via e-mail to Jeremy Doss at Jeremy.Doss@dcnr.alabama.gov **by MARCH 18, 2024**. Responses to questions will be posted on the *Outdoor Alabama* website for all applicants to review.

Disclaimer:

This RFP does not constitute or guarantee a subsequent offer to contract. Rather, this RFP seeks the receipt of submissions from qualified and duly licensed respondents with which ADCNR may use to form the basis for the negotiation of a contract at its sole discretion. The State of Alabama reserves the right to reject any or all submissions, to award no contract or to award a contract to one or more selected entities, and to solicit additional information through the RFP process if that is determined to be in the best interests of ADCNR and the State of Alabama. The judgment of the State of Alabama on all matters involving this RFP shall be final.