

REQUEST FOR EXPRESSIONS OF INTEREST

**Seeking Qualified Public Universities in the State of Alabama (Respondents)
for the
Transport, Possession, and Stewardship
of the
ALDCNR Herbarium Collection**

Re: DEADLINE TO SUBMIT A RESPONSE: **July 21, 2026 at 4:00pm CST**
Deadline for questions: July 10, 2026 at 12:00 PM (NOON) CST

I. Introduction:

The Alabama Department of Conservation and Natural Resources (ADCNR), State Lands Division (State Lands), maintains the “*Natural Heritage Section – ALDCNR Herbarium*” (*ALDCNR Herbarium*). The collection contains approximately 10,274 specimens representing 4,104 taxa in 235 families. These specimens were collected across all 67 counties of Alabama and an additional 83 counties outside of Alabama, mostly in the southeastern United States. The Flora of North America (v.1-9 and 19-27) are also part of the Herbarium.

This Request for Expressions of Interest (RFEI) process seeks to identify Respondents consisting of qualified Public Universities in the State of Alabama (Qualified Public Universities as set forth in Section II) with existing capacity to appropriately transport, maintain, and utilize the ALDCNR Herbarium specimen collection in a manner most effectively benefiting the public interest.

While the subject of this process does not fall within a statutory provision requiring public notice or a competitive process, ADCNR seeks to gain a better understanding from Respondents of the potential future utilization of the ALDCNR Herbarium to evaluate its options. ADCNR reserves the right to divide the collection and select one or more Respondents to make the most effective use of the resource. The selected Respondent(s) must agree to the conditions specified herein and sign ADCNR’s standard agreement.

ADCNR’s evaluations will be based on this RFEI. ADCNR does not intend to include additional phases to this process but reserves the right, at its sole discretion, to do so.

Please note that this collection is being offered strictly as a voluntary gift of scientific value for the benefit of the public. Any and all costs associated with this undertaking must be covered entirely by the receiving institution.

II. Qualifications:

- A. Be a Public 2-year or 4-year college or university (Qualified Public University) located within the State of Alabama.
- B. Possess policies governing the management of herbaria, including policies

associated with practices such as collection, curation, digitization, use, and related matters.

- C. Demonstrate experience associated with all facets of herbarium management that evidences a commitment to effective stewardship. This includes balancing public access and scientific collaboration with the conservation of specimens.
- D. Adhere to state inventory transfer requirements including, but not limited to, all requirements of the Property Inventory Control Division as set forth in Alabama Code Section 36-16-7 as applicable to ADCNR's transfer and Qualified Public University(ies) acceptance of the ALDCNR Herbarium.

III. Scope of Work:

- A. Phase I: Prompt and Appropriate Transport of ALDCNR Herbarium. The Qualified Public University(ies) must:
 - i. Be ready to appropriately assemble, secure, and promptly transport the ALDCNR Herbarium within forty-five days of ADCNR's selection of the Respondent(s). The collection is currently housed in the Folsom Administrative Building in Montgomery, Alabama. Cabinets consist of thirteen state-owned and inventoried metal herbarium cabinets (with locks and keys) measuring 29 5/8" wide x 19 1/8" deep x 84" tall.
 - ii. Closely coordinate all logistics with State Lands and obtain State Lands' prior written approval of a specific date and time for pick-up of the herbarium cabinets.
- B. Phase II: Possession and Stewardship. The Qualified Public University(ies) must:
 - i. Possess digitization capacity to catalogue and enter data to integrate the ALDCNR Herbarium into appropriate databases.
 - ii. Provide the long-term stewardship of the ALDCNR Herbarium, taking into account applicable best practices addressing conservation, protection, and access to the collection for education, outreach, and research, as well as other anticipated purposes consistent with the public's customary utilization of herbarium collections. Collection/specimens must be acknowledged and labeled as: *Contributed by the Alabama Department of Conservation and Natural Resources, State Lands Division* in all display/publication/marketing materials.

IV. Response Requirements.

The Response must contain:

- A. Letter of Support or other documentation evidencing official institutional-level support for receipt of the ALDCNR Herbarium.
- B. Description of Respondent's experience managing herbaria, including its possession of any current collections. Specific description of the proposed location on Respondent's campus for the ALDCNR Herbarium and a description of cabinetry or other method for housing any current specimens as well as the proposed method for housing the ALDCNR Herbarium collection. Describe any needed infrastructure improvements associated with the anticipated housing of the ALDCNR Herbarium and Respondent's ability to accommodate public access for viewing collection.
- C. List of Respondent's academic staff with herbarium-related experience and/or applicable qualifications (attach brief Curriculum Vitae as to each listed).
- D. Description of Respondent's courses, research projects, and degree programs anticipated to benefit from on-campus access to collection/specimens.
- E. Detailed plan demonstrating Respondent's current readiness for prompt transport of collection.
- F. Plans for the assimilation and utilization of the collection/specimens; Respondent's existing ability to facilitate appropriate access to collection/specimens for individuals both within and outside of the Qualified Public University; plans for the long-term stewardship of the collection and for future leveraging of specimens/collection for greater public benefit.
- G. List name, title, address, email, and telephone number(s) (including cell number) of the individual(s) submitting on behalf of Respondent and specify which individual will serve as primary contact regarding the Institution's submission ("Contact"). In the event that ADCNR, in its sole discretion, deems that in-person interviews will be granted to one or more Respondent, State Lands will utilize the Contact for purposes of scheduling any interview(s).
- H. Include any additional details Respondent considers relevant in demonstrating its capacity to transport, possess, and maintain the ALDCNR Herbarium in a manner most effectively benefiting the public interest.

V. Submission Information:

Responses should be submitted ONLY via email containing a “.PDF” attachment no later than **July 21, 2026 4:00pm CST** as follows:

To: bailey.forks@dcnr.alabama.gov
Subject Line: RFEI for HERBARIUM COLLECTION

VI. RFEI for Notices, Amendments, and Public Communication

This RFEI and all notices, amendments, and public communication will be posted on the following website: <https://www.outdooralabama.com/public-lands/public-notices>. Questions regarding the submission of RFEI will be considered only when submitted in writing via e-mail to the Coordinator as set forth below. Any oral communications will be considered unofficial and non-binding to the ADCNR.

The Coordinator is:
Bailey Forks
bailey.forks@dcnr.alabama.gov

Deadline for Submitting Written QUESTIONS is by 12:00 PM (NOON) CST, July 10, 2026. It is within ADCNR’s discretion to determine whether a response to a written question would be productive in furthering its purposes. If ADCNR determines a response would be productive, ADCNR will respond via e-mail and post a response on the above website.

VII. General Terms and Conditions

- A. Disclaimer. Issuance of this RFEI does not constitute a commitment by ADCNR to select any Response received or to enter into an agreement with any Respondent who responds to this RFEI. This process is only for the benefit of ADCNR to provide ADCNR with information to assist it in the process of potentially selecting Respondent(s). All decisions on compliance, evaluation, terms, and conditions related to the RFEI will be made at the discretion of ADCNR. ADCNR reserves the right to CANCEL the RFEI; REVISE the RFEI; to MODIFY the SCOPE OF SERVICES; to SELECT MULTIPLE RESPONDENTS; to SELECT BY ITEM or GROUPS of ITEMS; and/or to DIVIDE the SELECTION. Any updates will be posted on the following website: <https://www.outdooralabama.com/public-lands/public-notices>.
- B. Respondent’s Execution. The selected Respondent represents that it will utilize the services of individuals licensed and skilled in the profession for which they will be used in performing services hereunder. In the event that ADCNR determines that any individual performing services is not providing such skilled services, ADCNR will promptly notify the Respondent(s) and Respondent(s) agrees to promptly replace that individual.

- C. Americans with Disabilities Act. ADCNR does not discriminate on the basis of any individual's disability status. Anyone requiring reasonable accommodations for submission deadline related to this RFEI should contact Bailey Forks bailey.forks@dcnr.alabama.gov at least twenty-four (24) hours in advance of the submission deadline to request accommodations.
- D. Standard Agreement. Consultant must agree to use State Land's standard agreement document. Any agreement executed pursuant to the RFEI is subject to review and approval by ADCNR's legal counsel, and may be further reviewed by the Examiners of Public Accounts and the Office of the Governor.
- E. Not a Debt of the State. Under no circumstances shall any commitments by ADCNR constitute 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 a resulting agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of the agreement, be enacted, then that conflicting provision in the agreement shall be deemed null and void.
- F. Alternative Dispute Resolution. In the event of any dispute between the Parties, 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 the Agreement 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.
- G. Assignment. Respondent agrees that it shall not assign, transfer, or subcontract any portion of the agreement without the written consent of ADCNR.
- H. Merit System. Institution understands and agrees that nothing in an agreement resulting from this RFEI entitles either the Institution or its employees to any benefits of the Alabama State Merit System.
- I. Nondiscrimination. Institution agrees to comply with all state and federal laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, national origin, pregnancy, veteran status, genetic information, or disability.
- J. Records Retention. institution shall maintain financial and programmatic records, supporting documents, statistical records, and all other records pertinent to ADCNR for a period of three years from the date of the final payment by ADCNR under the agreement. However, if audit, litigation, or other

legal action by or on behalf of the state or Federal Government has begun but is not completed at the end of the three-year period, or if audit findings, litigation, or other legal action have not been resolved at the end of the three-year period, the record shall be retained until resolution.

- K. Inspection of Records. Institution agrees that representatives of ADCNR and their authorized representatives shall have the right during business hours to inspect and copy Institution's books and records pertaining to agreement performance and costs thereof. Institution shall cooperate fully with requests from ADCNR and shall furnish free of charge copies of all requested records.
- L. RFEI Incorporated into Agreement. This RFEI and the Response thereto shall be incorporated into and by the execution of a written agreement.
- M. Compliance with State and Federal Regulations. Respondent agrees to perform all services under the agreement in accordance with applicable federal and state statutes and regulations.
- N. Conflict of Interest. Respondent represents and warrants that Institution is not aware of any actual or potential conflict of interest in providing the services to ADCNR under any resulting agreement.
- O. Amendments. No alteration or variation of the terms of the agreement shall be valid unless made in writing and duly signed by the parties thereto. The agreement may be amended by written agreement duly executed by the parties.
- P. No Boycott. In compliance with Act 2016-312, the Institution hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade. In compliance with Ala. Act No. 2023-409, by signing an agreement, Institution provides written verification that Institution, without violating controlling law or regulation, does not and will not, during the term of the agreement engage in economic boycotts as the term "economic boycott" is defined in Section 1 of the Act.
- Q. Immigration. Pursuant to Ala. Code 31-13-9(k), Institution affirms, for the duration of an Agreement, that it 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, an Institution 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.
- R. Renewals/Extensions. The agreement may be renewed or extended at ADCNR's sole discretion and upon written agreement of the Parties.
- S. Governing Law; Sovereign Immunity; Venue. This RFEI and any resulting agreement related matters shall be construed in accordance with and

governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

- T. Reservations and Miscellaneous. By submitting responses to this RFEI or acceptance of an agreement, Institution agrees to acceptance of the following standard terms and conditions and any other provisions that are specific to this RFEI or agreement:
- i. ADCNR's website. Deadlines and other information contained in this RFP may be subject to change based on the needs of ADCNR. Any change will be published via addenda at <https://www.outdooralabama.com/public-lands/public-notices>. It is the responsibility of the interested Institution to check the website for addenda or other information.
 - ii. Waiver of Informalities. ADCNR reserves the sole and exclusive 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 as the key factor selecting or not selecting an Institution.
 - iii. Rejection/ Cancellation. ADCNR also reserves the right to withdraw this RFEI at any time or to terminate the agreement resulting from this RFEI upon a (30) thirty-day notice without penalty. ADCNR reserves all rights available to it, contractually and at law.
 - iv. Errors and Omissions in Submissions. ADCNR reserves the right to make corrections or amendments due to errors identified in proposals by ADCNR or by Institution, and at its discretion, ADCNR reserves the right to request clarification or additional information.
 - v. Compliance with Laws. Institution acknowledges and agrees to comply with all applicable State of Alabama regulations, ordinances, and laws, Federal regulations and laws, and ADCNR policies, guidelines, and standards.