

Alabama Department of Conservation and Natural Resources

REQUEST FOR PROPOSALS

STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT

PROPOSAL DUE DATE/ TIME: 11:00 a.m. on Thursday, November 19, 2020

*via electronic-mail message containing a
.pdf electronic submission, no greater than 25MB sent to:*

To: Kelly.swindle@dcnr.alabama.gov

CC: Amy.hunter@dcnr.alabama.gov

Alabama Department of Conservation and Natural Resources

REQUEST FOR PROPOSALS

STEWARDSHIP OF COASTAL ALABAMA BEACH NESTING BIRD HABITAT

I. Project Description:

As part of the Alabama Trustee Implementation Group's (AL TIG) Natural Resource Damage Assessment (NRDA) [Restoration Plan III](#), the Alabama Department of Conservation and Natural Resources-Deepwater Horizon Section (ADCNR) plans to conduct the **Stewardship of Coastal Alabama Beach Nesting Bird Habitat** project.

The Gulf Coast region supports a diversity of coastal bird species throughout the year—serving as nesting grounds during the summer, as a stopover for migrating species in the spring and fall, and as winter foraging and sheltering habitat for numerous species that breed elsewhere.

The Deepwater Horizon (DWH) NRDA Trustees documented large-scale, pervasive injury to at least 93 species of birds across the Gulf of Mexico, including both resident and migratory species (DWH Trustees, 2017). This project aims to reduce human disturbance to, and predation of, nests and chicks of coastal nesting bird species injured by the DWH oil spill. The goal of the project is increase productivity of these species, using techniques have been identified by the DWH Trustees in the [Strategic Framework for Bird Restoration Activities](#) (DWH Trustees, 2017). This proposed 3-year project would complement the work of similar initiatives in the Gulf of Mexico in Florida, Mississippi, Louisiana, and Texas.

II. Scope of Work:

The ADCNR is seeking bona fide, qualified Proposers to provide project planning, implementation, monitoring, and other services pertaining to the Project Description. The selected entity shall be required to coordinate all activities with the ADCNR Project Manager. ADCNR anticipates entering into a contract with the successful entity for a two-year period, subject to renewal at ADCNR's sole discretion. Anticipated services include, but are not limited to, the following:

1) Conduct stewardship activities to reduce human disturbances that contribute to nest failure.

Project implementers will install symbolic (temporary post and rope) and/or exclusionary fencing around selected nesting areas prior to the start of the nesting season to reduce human ingress and disturbance. While on site, implementers will also work to educate and guide beachgoers away from sensitive nesting areas. Implementers will also engage the public by providing opportunities to observe birds from a safe distance using viewing scopes into nesting areas for the public to observe adults incubating eggs and/or feeding small, flightless chicks from a safe distance. These activities will serve to encourage protective behavior by the public, further reducing disturbance. Implementers will be required to obtain any required permits and/or written permissions from private landowners prior to conducting certain tasks.

2) Conduct monitoring in support of adaptive management at project sites to determine nesting and fledging success.

Nesting activity, nest success, brood success, and predator activity are to be monitored following Pruner et al. (2011), or other appropriate scientific method as approved by ADCNR, that facilitates consistent data collection across similar projects in the Gulf region. In addition to bird numbers and breeding productivity, monitoring should also quantify and assess the number of acres and/or linear feet addressed by fencing, education, and predator reduction; and quantify and assess habitat quality, degree of predator activity, extent of human disturbance, and number of people reached with outreach and education activities. These data will help inform the Trustees' understanding of coastal ecosystem health and the extent of human-induced threats, as well as threats from natural disturbances such as hurricanes, flooding, or storm surge. In addition, special attention shall be given to the proximity of nests, eggs, chicks, and adults outside the posted project areas. Project implementers shall coordinate routinely with ADCNR and Department of the Interior experts to discuss adaptive management of posted areas (e.g., shifting or expanding a posted area).

3) Deploy species-specific decoys.

Project implementers will obtain and deploy species-specific decoys to attract target bird species to suitable nesting areas (e.g., lower risk of human disturbance or predation in areas that contain natural cover and forage access for adults and chicks). Decisions regarding specific deployment locations will be made in coordination with ADCNR and DOI experts on an annual basis prior to deployment.

4) Monitoring and Reporting.

See attached project monitoring and adaptive management (MAM) plan. Project implementers will be required to submit reports and conduct monitoring and adaptive management according to the attached plan. Additionally, implementers will be expected to work with ADCNR to develop additional monitoring parameters and data sheets to facilitate the understanding of project impacts and ensure data compatibility with other coastal bird stewardship efforts on the northern Gulf of Mexico. In general, project nesting sites will be monitored to support adaptive management practices/responses (e.g., if birds shift nesting site locations, posting materials would be relocated accordingly) and to gather the data needed to quantitatively evaluate the effectiveness of management actions from internal and external project stakeholders. ADCNR anticipates meeting with the project implementers, at a minimum, once before and once after nesting season, in addition to monthly check-in calls during nesting season, or more frequently at ADCNR's discretion.

III. Minimum Experience and Qualifications:

As part of its submission, a Proposer must meet all the following minimum qualifications and must describe these qualifications in a *Statement of Qualifications* submitted to ADCNR as part of its proposal:

- 1) At least 5 years' experience in bird stewardship activities, including experience implementing measures to mitigate anthropogenic sources of nest disturbance, public outreach and education, and monitoring and adaptive management of projects.
- 2) At least 3 years' experience in shore bird nesting along the Northern Gulf of Mexico.
- 3) Documented expertise in birds of coastal Alabama, particularly shorebirds and colonial nesting waders.
- 4) Documented expertise in transect bird counting census theory.

- 5) Documented expertise in statistics and scientific/technical report preparation.
- 6) Demonstrate a clear understanding of coastal bird stewardship programs in Alabama and the other 4 northern Gulf of Mexico states (Texas, Louisiana, Mississippi, and Florida).

IV. Submission Requirements:

- 1) **All submissions will be made via an electronically-mail message containing a .pdf attachment no greater than 25 MB to Kelly.swindle@dcnr.alabama.gov, with a Carbon Copy to Amy.hunter@dcnr.alabama.gov.**
- 2) Each proposal submission shall consist of:
 - i. Cover Letter;
 - ii. Proposed Activities and Implementation Timeline: a detailed description of proposed methodologies, processes, and metrics to accomplish the work and a timeline of implementation of proposed activities;
 - iii. Statement of Qualifications: a narrative that addresses the firm and/or team background and organization, examples of relevant previous project experience within the past five years, past performance references, résumés of key personnel (limited to 2 pages each), and/or other supporting documentation. Key personnel should include personnel with educational backgrounds and/or relevant experience in coastal bird stewardship, biology, data management, education and outreach, and project management.
 - iv. Budget: a budget and budget narrative/justification (note that no equipment purchase is allowed), clearly identifying each staff member and anticipated hours to be worked on the project. In addition to personnel costs, include the cost of supplies, and a total funding request.
- 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) The total submission shall be limited to 25 Megabytes and no more than 30 total pages in .pdf format.
- 5) 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.
- 4) 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, which includes all required items in section IV(2). 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. Applicants should request a read receipt when sending the submission e-mail.
- 6) Proposals shall be submitted to Kelly Swindle at kelly.swindle@dcnr.alabama.gov, with a carbon copy to Amy.hunter@dcnr.alabama.gov, and be labeled "Response to Alabama Coastal Bird Stewardship RFP" in the title of the document and in the subject line of the submission email.

V. Submittal and Deadline:

It is the sole responsibility of the Proposer to ensure actual electronic delivery (via e-mail) of its submission by the deadline. Applicants should request a read receipt when sending the submission email. **All submissions will be electronic. Neither in-person, mailed, nor facsimile submissions will be accepted due to COVID-19 considerations.**

Responses to this RFP must be received electronically via e-mail no later than **11:00 a.m. on Thursday, November 19, 2020** to Ms. Kelly Swindle, Coastal Restoration Specialist, Alabama Department of Conservation and Natural Resources, Kelly.swindle@dcnr.alabama.gov with a carbon copy to Amy.hunter@dcnr.alabama.gov.

VI. Evaluation Criteria:

It is expected that ADCNR will evaluate proposals using the following criteria:

Experience, Expertise, Knowledge, Stability of Vendor, and Demonstrated Ability to Carry Out the Described Work	35%
Proposed methodologies, activities, and timeline	35%
Budget Expenses	20%
Understanding and Responsiveness to RFP	10%

ADCNR reserves the right to award the contract to a vendor other than the lowest-price vendor, if a higher-priced proposal provides the best value as determined to ADCNR.

VII. Reservations and Miscellaneous:

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 ADCNR.

2) Questions/Requests for Clarifications:

Written questions or comments regarding this RFP must be submitted via electronic mail message to Kelly.swindle@dcnr.alabama.gov, with a Carbon Copy to Amy.hunter@dcnr.alabama.gov. Proposer(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. ADCNR intends to make responses to the submitted questions available to all Proposers on its website at <https://www.alabamacoastalrestoration.org/>.

3) Alterations:

ADCNR reserves the right to alter any deadlines or revise any part of this RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <https://www.alabamacoastalrestoration.org/>. It is the responsibility of the Proposer to check the website for addenda to the RFP, if any.

4) Waiver of Administrative 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 number one determining factor in selecting or not selecting a Proposer.

5) 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.

6) Changes and/or Withdrawal of Proposal:

A Proposer 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 Proposer must be e-mailed to the addresses referenced herein. No additions or changes to an original proposal will be allowed unless specifically requested by Proposer.

7) 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 Proposer. ADCNR, at its discretion, has the right to request clarification or additional information from the Proposers.

8) Compliance with Laws:

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

VIII. Required State Clauses:

1) Open Trade:

By submitting a proposal, the Proposer 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.

2) Non-Discrimination:

By submitting a proposal, the Proposer 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 the 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 Proposer 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:

Proposer 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:

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

10) Indemnification and Limitation of Liability:

Successful Proposers shall indemnify, defend, and hold harmless ADCNR, its officers, agents, and employees from any and all claims, damages, and actions of any kind or nature arising from or caused by the use of any materials, goods, equipment, or services furnished by the Proposer, provided that such liability does not attribute to the sole negligence of ADCNR.

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 Proposer 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.

IX. Additional Information:

This work will be for the Alabama Department of Conservation and Natural Resources' Deepwater Horizon Section. If you have questions, please contact:

Ms. Kelly Swindle

Coastal Restoration Specialist

AL Department of Conservation and Natural Resources - Deepwater Horizon Oil Spill Restoration Section

Email: Kelly.swindle@dcnr.alabama.gov

With a carbon copy to Amy.hunter@dcnr.alabama.gov

Questions should be submitted in writing via e-mail and responses to those questions will be posted on the Alabama Coastal Restoration website at <https://www.alabamacoastalrestoration.org/> for all applicants to review.

X. Literature Cited:

Deepwater Horizon Oil Spill Natural Resource Trustees (DWH Trustees)

- 2017 Deepwater Horizon Oil Spill Natural Resource Damage Assessment: Strategic Framework for Bird Restoration Activities. June. Available at:
<https://www.gulfspillrestoration.noaa.gov/strategic-frameworks>.

Pruner, R.A., M.J. Friel, and J.A. Zimmerman

- 2011 Interpreting the Influence of habitat management Actions on Shorebird Nesting Activity at Coastal State Parks in the Florida Panhandle. 2010–2011 Study Final Report. Department of Environmental Protection, Florida Park Service, Panama City, FL.