

Alabama Department of Conservation and Natural Resources

Request for Qualification for Professional Services

5-YEAR POST CONSTRUCTION MONITORING OF THE POINT AUX PINS LIVING SHORELINES PROJECT

DEADLINE FOR SUBMISSION IS 5:00 p.m. on July 26:

Pursuant to §41-16-72 of the Code of Alabama, 1975, as amended, the *Alabama Department of Conservation and Natural Resources* requests qualifications from qualified design professionals to provide *Post Construction Monitoring* services for *the Point Aux Pins Living Shorelines project*.

I. Project Description:

As part of the Deepwater Horizon Natural Resource Damage Assessment Phase IV Early Restoration Plan (ERP), the Alabama Department of Conservation and Natural Resources-State Lands Division (SLD) completed the construction of the Point aux Pins (PaP) Living Shorelines project in November 2020. This project involves the 5-year post construction monitoring of the PaP living shorelines located along the northeast shoreline of Point aux Pins, a State-owned site in western Portersville Bay in Mississippi Sound, Mobile County.

Interested firms submitting a response to this Request for Qualifications (RFQ) should acquire a the *Draft Point aux Pins Living Shorelines Project Monitoring Plan*, by requesting a copy from Jeremiah Kolb, SLD, at jeremiah.kolb@dcnr.alabama.gov.

II. Professional Services Scope of Work:

The SLD is seeking a professional services firm(s) to provide post-construction monitoring to evaluate the performance of the Point aux Pins (PaP) Living Shorelines project. The selected firm(s) shall implement a 5-year post construction monitoring program in accordance with the final Monitoring Plan. Relevant monitoring services to be performed, include, but are not limited to, the following:

- Identify and count invertebrate infaunal and epifaunal organisms within a defined area on wave attenuation units (WAUs). Utilize methods that report density on a square meter basis (e.g., quadrat sampling method).
- Conduct bathymetric/topographic survey of cross-shore profiles using RTK GPS

with cross-sections at the center of each breakwater segment to determine shoreline elevation and profile.

The firm(s) will be required to coordinate all activities with the SLD Project Manager, conduct and/or sub-contract required geo-technical, hydrological, bathymetrical, historical, environmental and ecological investigations, sediment analysis, engineering analysis, and project design finalization, and make application for and assist in obtaining any required permits and authorizations.

III. Minimum Experience and Qualifications:

- At least 5 years' documented experience with post-construction monitoring plan development and implementation.
- At least 5 years' documented experience working on State Government restoration or monitoring projects.
- Documented expertise in coastal restoration project monitoring.
- Documented expertise in scientific/technical report preparation.
- Documented expertise in identifying and quantifying invertebrate infaunal and epifaunal organisms in systems similar to the project location.

IV. Submission Requirements:

- *Submission shall consist of a cover letter and a statement of qualifications.*
- The cover letter shall be no more than one standard letter size page, text size no smaller than size 12 font, and shall clearly indicate the name, title, email address and telephone number of the submitting firm's primary contact.
- The statement of qualifications shall be limited to no more than 25 double-sided standard letter size pages, text size no smaller than size 12 font, including firm and/or team organization, background, examples of relevant previous project experience, resumes of key personnel, and/or all other supporting documentation.
- If more than one entity is responding to this RFQ 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 the Scope of Work.
- An electronic version of the cover letter and statement of qualifications, in PDF format, on Flash-Drive, CD or DVD, shall be submitted along with three (3) printed paper copies.

V. Submittal and Deadline:

It is the sole responsibility of the responding entity to ensure actual delivery of its submittal prior to the deadline. Submissions must be received prior to the deadline by physical delivery (mail,

courier, overnight or in person). Submissions received after the deadline will not be considered. E-mail or facsimile submissions will not be accepted.

Firms should submit a letter of interest and statement of qualifications **no later than 5:00 p.m. on July 26** to:

Mr. Jeremiah Kolb
Alabama Department of Conservation and Natural Resources
31115 Five Rivers Blvd
Spanish Fort, AL 36527

VI. Reservations and Miscellaneous:

1) Authority:

This process is only for the benefit of SLD and is to provide SLD with competitive information to assist it in the process of selecting a firm or firms. All decisions on compliance, evaluation, terms, and conditions related to the RFQ will be made solely at the discretion of SLD.

2) Questions/Requests for Clarifications:

Written questions or comments regarding this RFQ must be submitted via electronic mail message to jeremiah.kolb@dcnr.alabama.gov. Firm(s) understands and agrees that it has an affirmative duty to inquire and seek clarification regarding anything in this RFQ that appears to be unclear. SLD intends to make responses to the submitted questions available to all on its website at www.outdooralabama.com.

3) Alterations:

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

4) Waiver of Administrative Informalities:

SLD reserves the sole and exclusive right to reject or accept any and all submissions and to waive any informality in any submission. The best interests of SLD and the State of Alabama shall be considered as the number one determining factor in selecting or not selecting a firm(s).

5) Proposal Rejection/RFQ Cancellation:

Issuance of this RFQ in no way constitutes a commitment by SLD to award a contract. SLD reserves the right to accept or reject, in whole or part, all submissions submitted and/or cancel this RFQ if it is determined to be in ADCNR's best interest. SLD also reserves the right to withdraw

this RFQ at any time or terminate the contract resulting from this RFQ upon thirty (30) day notice without penalty.

6) Changes and/or Withdrawal:

A firm may withdraw a submission at any time up to the date and time the submission is due. To accomplish this, a written request signed by the authorized representative of the firm must be e-mailed to the address referenced herein. No additions or changes to an original submission will be allowed unless specifically requested by the firm.

7) Errors and Omissions:

SLD reserves the right to make corrections or amendments due to errors identified in proposals by SLD or by the firm. SLD, at its discretion, has the right to request clarification or additional information from the firm(s).

8) Compliance with Laws:

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

VII. Required State Clauses:

1) Open Trade:

§41-16-5 of the Code of Alabama imposes conditions on the award of state contracts. The firm must certify 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 this state can enjoy open trade.

By submitting a response, the firm 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:

§41-16-72(8) and (9) of the Code of Alabama - Recognizing the composition of Alabama's citizenship, the Awarding Authority/Owner encourages submissions from design professionals that represent Alabama firms with diversity in their staffing and proposed project team, including but not limited to, associated design professionals and consultants.

By submitting a response, the firm 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:

§31-13-1, et seq. of the Code of Alabama (Alabama Immigration Law) imposes conditions on the award of state contracts. Firms must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Architects and engineers should review and adhere to these guidelines as appropriate to their project type.

By submitting a response, 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) Disclosure Statement:

§41-16-82 of the Code of Alabama requires a disclosure statement to be completed and filed with all qualifications, proposals, bids, contracts, or grant proposals submitted to the State of Alabama in excess of \$5,000.00.

5) 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 RFQ. 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 RFQ.

6) Submittals as a Public Record:

All proposals submitted to the ADCNR pursuant to this RFQ will be retained as required and are subject to disclosure under Alabama's Open Records laws.

7) 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.

8) 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 RFQ, 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.

9) Agency Language:

Firm 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.

10) Not Entitled to Merit System:

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

11) Indemnification and Limitation of Liability:

Successful firm(s) 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.

12) Choice of Law; Jurisdiction and Venue:

This RFQ 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 RFQ 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 firm 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.

VIII. Further Information:

This work will be performed for the ADCNR-State Lands Division. Any questions should be submitted in writing via email (no phone calls please) to:
Mr. Jeremiah Kolb

Email: jeremiah.kolb@dcnr.alabama.gov

Subject line should read: “Point aux Pins 5-Year Monitoring RFQ Question”