



**PUBLIC NOTICE – REQUEST FOR PROPOSALS**  
**RFP No. 2023-006**

**Alabama Department of Conservation and Natural Resources**

**for the**

***DEVELOPMENT OF AN APPLICATION(S) (WITH SUPPORTING RESEARCH AND DOCUMENTATION)***  
***TO THE***  
***NOAA FISHERIES OFFICE OF PROTECTED RESOURCES***  
***FOR PERMITS FOR THE INCIDENTAL TAKE OF ENDANGERED OR THREATENED SPECIES***

**DEADLINE FOR SUBMISSION:**  
**PROPOSALS MUST BE RECEIVED NO LATER THAN**  
**MARCH 27, 2023 AT 12:00PM (NOON CST)**  
and be submitted via an electronic-mail message with a subject line reading “Response to Alabama MMPA ITA Proposal” and contain a .pdf electronic attachment no greater than 25MB to:

[Chase.Katechis@dcnr.alabama.gov](mailto:Chase.Katechis@dcnr.alabama.gov)  
cc: [Craig.Newton@dcnr.alabama.gov](mailto:Craig.Newton@dcnr.alabama.gov)

**ANTICIPATED PROPOSAL OPENING:**  
**MARCH 28, 2023 AT 9:00AM CST**

## REQUEST FOR PROPOSALS

### DEVELOPMENT OF AN APPLICATION TO THE NOAA FISHERIES OFFICE OF PROTECTED RESOURCES FOR PERMITS FOR THE INCIDENTAL TAKE OF ENDANGERED OR THREATENED SPECIES TO COMPLY WITH THE MARINE MAMMAL PROTECTION ACT OF 1972, AS AMENDED

#### I. Introduction and Description of Projects:

The Alabama Department of Conservation and Natural Resources (DCNR) is seeking a qualified vendor to research, conduct surveys, produce, and complete the application and necessary documentation to obtain a successful Letter of Authorization (LOA) from the National Oceanic and Atmospheric Administration (NOAA). The application is specific to incidental takes of the common bottlenose dolphin (*Tursiops truncatus*) associated with all fisheries-independent monitoring (FIM) survey work conducted by staff of DCNR, Marine Resources Division.

DCNR's FIM survey program was developed to evaluate marine fishery resources in Alabama waters. The data gathered from the surveys will inform and assist DCNR with the development of a management plan for commercially and recreationally important marine finfish fisheries. DCNR has relied on these surveys for many years, and it is the agency's intention to continue to use FIM sampling gears for the foreseeable future. Due to the planned long-term use of FIM gears and the potential to cause injury to species protected by the Marine Mammal Protection Act of 1972, as amended (MMPA), a LOA is necessary and appropriate.

Primary FIM gear deployments include inshore multi-panel gillnets, otter trawl nets, shoreline seining, and hydrological water-quality collections. These gears have the potential to harass or cause serious injury to bottlenose dolphins.

In Alabama state waters, common bottlenose dolphins can be found throughout the bays, sounds, and estuaries ("inshore" dolphins), as well as in nearshore waters of the Gulf of Mexico ("Gulf" dolphins). Typically, "inshore" dolphins are primarily found within bays, sounds, and estuaries with limited movements through passes to the Gulf of Mexico, while "Gulf" dolphins inhabit coastal waters. Individuals from different stocks may overlap; however, mixing or interbreeding does not typically occur (NOAA, 2022a).

NOAA Fisheries grants LOAs based on the potential biological removal (PBR) concept described in the *Marine Mammal Protection Act*. The Act defines PBR as the number of animals, not including natural mortalities, that may be removed from a stock while allowing the stock to reach or maintain its optimum sustainable population level (OSP) (Blaylock and Hoggard, 1994). NOAA will require information in the LOA about the use of the FIM sampling gears and the potential effects of their use on protected species in order to better ascertain the PBR associated with the gears. A common bottlenose dolphin stock assessment is currently being conducted in the marine waters of Alabama with information found at the following link under Project 147 <https://www.habitat.noaa.gov/storymap/dwh/index.html> (NOAA, 2022b).

The following sections describe the FIM surveys which are scheduled and tracked on a monthly basis; however, additional information including effort data for each of the gears will be supplied to the selected vendor, if available. FIM sampling is designed for long-term monitoring and management of game and non-game fish and invertebrate species and is currently funded by the U.S. Fish and Wildlife Service.

### **A. Inshore Gillnet Surveys**

Randomly stratified gillnet sets (gillnetting) occur throughout the inshore estuarine waters of Alabama each year. For site selection purposes, the inshore waters are divided into four major areas and contain five sites within each major area, these gillnetting areas are randomly selected for each month for the entire year prior to the beginning of the year. Multi-panel gillnets are deployed at each selected area and are monitored after being deployed; sets are either 30 minutes or an hour in length. Nets consist of mesh panels of the same length, but varying mesh sizes and nets contain different numbers of panels. Gillnets are deployed parallel or perpendicular to the shoreline. Hydrologic data are collected with a handheld meter at the surface at each location.

### **B. Inshore Trawl Surveys**

Twenty-four 16-foot otter trawl net surveys are conducted at static locations throughout the inshore and nearshore coastal waters of Alabama. These locations are within Mississippi Sound, Mobile Bay, Perdido Bay, Little Lagoon, and territorial sea locations (Petit Bois Pass, Mobile Pass, Perdido Pass). In addition to otter trawl sampling, water quality data is taken from the bottom of the water column at each trawl location.

### **C. Shoreline Seine Surveys**

Ten beach seines are used at specific locations within Alabama's estuaries each month. A 50' seine with 1/16-inch mesh is deployed 60 feet from the shoreline at each location and slowly and evenly pulled onto the shore until the entire net is free from the water. Hydrologic data are collected with a handheld meter at the surface at each location.

### **D. Hydrological Water Quality Surveys**

In conjunction with other FIM surveys, hydrologic water quality data is collected at four inshore reef locations within Mobile Bay and five locations throughout Perdido Bay each month. Data is taken from the bottom of the water column at each location.

### **E. Periodic Use of FIM Survey Equipment for other Projects and Testing**

FIM gears are periodically used independent of FIM projects to collect specimens for education and outreach efforts and other needs. FIM gears are typically used at locations that are not identical to monthly otter trawl locations for these collections. All FIM gears may be used to obtain samples for fish tissues analysis, collegiate research, mercury sampling, hatchery broodstock collections, and various project-specific objectives.

### **F. Alternative Gear Surveys**

Future projects and targeted sampling may occur using fishing gear not specified in the above sections. Rod and reel, various nets, electrofishing techniques, and oyster-related equipment may be some of the gear types that could be included on future projects. DCNR/ staff will provide details about these activities with the selected vendor.

## **II. Scope of Work:**

The DCNR is seeking high-quality proposals from qualified vendors who demonstrate that they can:

- 1 – Conduct necessary survey and research.
- 2 – Complete an application for MMPA Incidental Take Authorization.
- 3 – Upon completion and submission of the application, assist DCNR with responding to NOAA inquiries for additional information, as applicable.

Note that according to NOAA, the timeline for completion of the LOA permitting process is up to 15 months after the proposal has been submitted to NOAA. In particular, the selected vendor(s) must:

### **A. Obtain all necessary information and material to complete the application process**

The application process includes submitting a written application letter and completing a 14-section document to work towards obtaining an LOA for the incidental take of marine mammals. A website that provides details on the process is located at <https://www.fisheries.noaa.gov/national/marine-mammal-protection/apply-incident-take-authorization> (NOAA 2022c). A brief overview of each of the required sections is as follows for sections 1-14 of the application process:

#### **1. Description of Each Specific FIM Survey.**

Formulate a description of survey types, gear descriptions, components that could result in a take, and components of surveys not likely to cause a take.

#### **2. Date, Duration, and Specified Geographic Region.**

Provide, specific to each FIM survey:

- Date ranges
- Durations
- Frequency of gear deployment
- Local seasonal dolphin behavior
- Specific geographical areas surveyed
- High quality GIS maps referencing survey areas

#### **3. Species and Numbers of Marine Mammals.**

Determine all species of interest that Alabama FIM gear has the potential to interact with. Justify all species that are not expected to be incidentally taken. Requires research into currently accepted population estimates for species of interest. (Tables can be included to help summarize this information).

#### **4. Affected Species Status and Distribution.**

Describe the known status of potentially affected species/stocks through:

- Regional/seasonal distribution information
- Life history information
- Density of the population relevant to Alabama FIM survey locations
- Species status in the locality (stable, increase/decrease)
- Notable impacts to the stock (e.g., UME, oil spills)
- Timing and positioning of calving, breeding, feeding, and migrating out behavior

#### **5. Type of Incidental Taking Authorization Requested.**

Describe all types of take anticipated for each type of Alabama FIM survey (e.g., Level B harassment by interaction with gear or equipment).

#### **6. Take Estimates for Marine Mammals.**

Estimate the number of takes by each type of incidental take identified in the prior section and estimate the number of times takes are likely to occur by age, sex, and reproductive condition (if possible). Provide evidence on how the estimates for takes were determined.

#### **7. Anticipated Impact of the Activity.**

Provide justification for why the marine mammal takes in Section 6 infra constitutes a negligible impact to the relevant species. Alabama FIM survey data on previous incidental take impacts and a thorough review of similar surveys in other regions may be necessary.

#### **8. Anticipated Impacts on Subsistence Uses.**

Describe the anticipated impact of the activity on the availability of the species or stocks of marine mammals for subsistence use. Not applicable for the waters of Alabama. Simple statement required on why there is no relevance of subsistence use to the waters of Alabama and Alabama FIM surveys.

#### **9. Anticipated Impacts on Habitat.**

Detail any anticipated impact of the Alabama FIM surveys on the habitat of marine mammal populations and the likelihood of subsequent restoration of the affected habitat. Describe:

- Physical damage to habitat
- Marine mammal prey species impacts
- Avoidance behavior of marine mammals
- Barriers to movement
- Any other anticipated impacts to habitat

#### **10. Anticipated Effects of Habitat Impacts on Marine Mammals.**

Determine the anticipated impact of the loss and/or modification of the habitat described in Section 9 infra on the marine mammal population. For example, will the effects of habitat loss on marine mammal alter their behavior or will it impact their prey source, and will these habitat impacts be short-term or permanent.

#### **11. Mitigation Measures to Protect Marine Mammals and Their Habitats.**

Any measures that could be taken to reduce the impact on marine mammals through reductions in incidental takes, reduced habitat, feeding, and behavioral impacts. Clearly describe these mitigating actions and describe all justifications for measures that are considered, but not proposed due to impracticability of implementation and any detailed discussions as to why measures were not proposed.

#### **12. Mitigating Measures to Protect Subsistence Uses.**

Although not relevant to marine waters of Alabama, a simple statement is required stating why no mitigating measures were considered for subsistence uses for marine mammals.

#### **13. Monitoring and Reporting.**

Describe ways of accomplishing necessary monitoring and reporting that will result in a better understanding of the relevant populations of marine mammals and how mitigating measures are effectively reducing the degree of incidental takes. Monitoring plans should include a description of the survey techniques that would be used to determine movement and activity of marine mammals near Alabama FIM survey sites. *\*Note: This includes the use of an already implemented FIM field datasheet protected species interaction coding system used to document the degree of interaction with marine mammals and other Endangered Species Act protected species.*

#### **14. Suggested Means of Coordination.**

Document any suggested means of learning, encouraging, and coordinating research opportunities, plans, and activities related to reducing incidental takes and evaluating the effectiveness of current coordination practices. Determine how Alabama FIM activities are coordinated amongst other organizations, and how monitoring is conducted for marine mammal incidental take reductions. Also, determine the necessary amount of information sharing with other related organizations is necessary to minimize incidental take and to increase available knowledge of marine mammals in the survey areas.

#### **B. Coordinate with DCNR and NOAA during the permitting process.**

Effective communication and data sharing between the vendor(s) and DCNR is required to support the application development. As such, active and ongoing communications are expected between the vendor and designated DCNR personnel throughout the process, to include engagement via e-mail, phone calls, and meetings where necessary. Data submitted by DCNR to the vendor is for the sole purpose of completing an Incidental Take Authorization (ITA) application for DCNR sampling activities. Vendor must maintain telephone conversations, emails, sampling data, and meeting materials associated with the permitting process and are to remain confidential unless written consent for release is given by DCNR to the selected vendor(s).

### **C. Reporting.**

The selected vendor(s) will provide a progress report to DCNR during the ITA development and NOAA review/response phases. The reports will describe the progress of the ITA and any recommended modifications to FIM surveys or information needed during that process. Reports should include actual expenditures and a timeline of activities conducted during the reporting period. The final report should include a summary of the permitting process, project expenditures, and any additional long-term recommendations and/or future information needs to support subsequent ITA applications. DCNR will enter into an agreement with the selected vendor(s) that will detail the reporting, invoicing, deliverables, and other requirements related to this project. It is anticipated that DCNR will provide the vendor with up to 70% of the agreed-upon costs upon submission of a complete ITA application to DCNR. It is anticipated that the balance of funds will be provided to the vendor once NOAA has completed the review of the application.

### **III. Minimum Experience and Qualifications:**

An applicant must meet all the following minimum qualifications and must describe these qualifications in a *Statement of Qualifications* submitted to DCNR as part of its proposal:

1. Documented experience developing and completing the MMPA ITA application process.
2. At least 5 years of experience in scientific/technical report preparation.
3. Documented experience in converting survey data into a relevant format to fulfill requirements of the MMPA ITA application process.
4. Documented experience handling research data with discretion and maintaining data security.
5. Preferred: knowledge of marine natural resources and marine mammal interactions relevant to Alabama FIM survey site locations or within proximity (nearby states) to survey site locations.
6. Provide proof of the insurance coverage, extending to the following additional insureds as additional insureds: the Alabama Department of Conservation and Natural Resources (DCNR) and the State of Alabama, its officers and employees.
7. General Liability Insurance policy at a minimum of \$1,000,000 per occurrence.
8. Vendor must be registered with the Secretary of State to conduct business in the State of Alabama, if selected. For more information, access the Secretary of State website at [www.sos.alabama.gov](http://www.sos.alabama.gov) and click Corporations.
9. Vendor must have a policy and practice of equal employment opportunity and nondiscrimination, including based on age, race, creed, genetic information, veteran status, disability and/or sex.
10. Additional Supporting Documentation:
11. Additional Supporting Documentation:
  - a. [Certificate of Compliance](#)
  - b. [Certification of Procurement of Professional Services](#)
  - c. [Form W9](#)
  - d. [Immigration Status Form](#)
  - e. [Vendor Disclosure Statement](#)
  - f. [E-Verify MOU](#)

**NOTE: DCNR may ask for additional documents, qualifications, clarification and/or information at its discretion.** Vendors with questions or requiring clarification regarding any section of this RFP must reference the RFP by title and submit written questions via e-mail to [Chase.Katechis@dcnr.alabama.gov](mailto:Chase.Katechis@dcnr.alabama.gov) with a carbon copy to [Craig.Newton@dcnr.alabama.gov](mailto:Craig.Newton@dcnr.alabama.gov). DCNR will aim to promptly respond to questions and answers will be posted on its website at [www.outdooralabama.com/request-proposals](http://www.outdooralabama.com/request-proposals).

#### **IV. Submission Requirements:**

- 1. All submissions will be made via an electronic-mail message containing a .pdf attachment no greater than 25 MB to [Chase.Katechis@dcnr.alabama.gov](mailto:Chase.Katechis@dcnr.alabama.gov), with a carbon copy to [Craig.Newton@dcnr.alabama.gov](mailto:Craig.Newton@dcnr.alabama.gov).**
2. Each proposal submission shall consist of the following:
  - 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 marine sciences, data management, 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.
  - v. List all prior successfully completed MMPA ITA's. This list can include ITA's submitted to NOAA more than 5 years ago.
3. The *Cover Letter* shall be no more than 2 standard letter-size pages, text 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 reviewed.

Best and Final Offers: DCNR may accept a Vendor's initial proposal by the award of a Contract, or enter into discussions with Vendor(s) whose proposals are deemed to be a reasonably-acceptable consideration for the award



of a contract. After discussions are concluded, a Vendor may be allowed to submit a "Best and Final Offer" for consideration at DCNR's discretion in a manner and method prescribed by DCNR. By submitting a Proposal each Vendor accepts and agrees to all conditions and requirements herein.

**V. Submittal Deadline and Anticipated Schedule:**

It is the sole responsibility of the Applicant 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.**

Responses to this RFP must be delivered electronically **via e-mail no later than March 27, 2023**, at 12:00 PM (NOON) CST to Mr. Chase Katechis, Biologist II, Alabama Department of Conservation and Natural Resources, Chase.Katechis@dcnr.alabama.gov, with a carbon copy to Mr. Craig Newton, Craig.Newton@dcnr.alabama.gov. The subject line of the e-mail and the title of the proposal should contain "Response to Alabama MMPA ITA Proposal."

**Deadline for Submission of Proposal by: March 27, 2023 at 12:00pm (NOON) CST.**  
**Proposal Opening: March 28, 2023 at 9:00am CST.**  
**Questions Due by: March 16, 2023 at 9:00am CST.**

**VI. Evaluation Criteria:**

It is expected that DCNR staff will evaluate all proposals based on the following criteria for a recommendation prior to Department of Conservation and Natural Resources (DCNR) legal review and final approval. Areas that will be graded are listed below with the description of how each will be scored.

**Demonstrated Understanding of the RFP process,  
Status of Standing with the State of Alabama- 20%**

Were all components of the proposal submitted following all directions?  
Were all components submitted properly with the proposal?  
This is graded 5% for each part and graded 0% for each part with a 'NO' answer to the questions above.

Does the vendor have liquidated damages that have been incurred with the state of Alabama?  
Does the vendor have any contracts that required an extension with the state of Alabama?  
This is graded 5% for each part and graded 0% for each part with a 'YES' answer to the questions above.

**Evaluation of the Timeline of Submitting the ITA Application- 20%**

Determined by the expedience for the submitted timeline for the completion of the ITA application prior to

DCNR's submission to NOAA. Each submitted timeline will be graded relative to the timeline of other proposals submitted. The proposal with the shortest and most realistic timeline will receive a 20% grade and each longer proposal will be graded based on the difference from the shortest timeline proposed.

**Previous ITA's submitted to NOAA-**

**30%**

Vendors will be graded on the quantity of successful ITAs submitted to NOAA in the past and the number of years with relevant experience navigating the federal permitting process of the MMPA. The vendor with a combination of the highest number of ITA's submitted to NOAA and number of years of experience will receive a grade of 30% and each vendor with fewer will be graded based on the cumulative difference from the vendor with the highest number of ITA's submitted and years of experience. Years of experience will be weighted as one third of the 30% grade and number of ITAs submitted will be two thirds of the 30% grade.

**Budget Expenses-**

**30%**

Vendors will be graded on the proposed budgeted costs associated with the RFP. The vendor with the lowest bid will receive a grade of 30% and each vendor with a higher bid will be graded based on the difference from the vendor with the lowest bid.

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

**VII. Reservations and Miscellaneous:**

**1. DISCLAIMERS**

The DCNR 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 DCNR and the State of Alabama will be served. The DCNR 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 DCNR only and is to provide DCNR with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of DCNR and made to favor the State of Alabama.

**2. QUESTIONS/REQUESTS FOR CLARIFICATIONS**

Written questions or comments regarding this RFP must be submitted via electronic mail message to [Chase.Katechis@dcnr.alabama.gov](mailto:Chase.Katechis@dcnr.alabama.gov), with a carbon copy to [Craig.Newton@dcnr.alabama.gov](mailto:Craig.Newton@dcnr.alabama.gov). 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. DCNR intends to make responses to the submitted questions available to all Applicants on its website at [www.outdooralabama.com/request-proposals](http://www.outdooralabama.com/request-proposals).

### **3. ANTICIPATED CONTRACT TERM**

The anticipated initial contract term is for a period of 1.5 years. Renewals of the contract(s) as agreed upon by both Parties, may be made at an interval that is advantageous to DCNR.

### **4. DEBARMENT AND SUSPENSION**

Vendor certifies that, by submitting its Proposal, that neither it or its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any governmental department of agency.

### **5. BID PROTEST**

Qualified bidders 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 \(alabama.gov\)](http://www.adf.state.al.us/administrative-code-355-4-1-01-thru-06.pdf).

### **6. RESERVATIONS AND MISCELLANEOUS**

7. Authority: This process is only for the benefit of DCNR and is to provide DCNR with competitive information to assist it in the process of selecting a Vendor or Vendors. All decisions on compliance, evaluation, terms, and conditions related to the RFP will be made solely at the discretion of DCNR. DCNR reserves the right to MODIFY the RFP; TO AWARD TO MULTIPLE BIDDERS; TO AWARD BY ITEM or GROUPS OF ITEMS; and/or TO DIVIDE THE AWARD.
8. Alterations: DCNR 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 DCNR's website. It is the responsibility of the interested Vendor to check the website for addenda.
9. Waiver of Informalities: DCNR 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 DCNR shall be considered as the key factor selecting or not selecting a Vendor.
10. Rejection/Cancellation: DCNR has no obligation to award a contract as a result of this RFP. Issuance of this RFP in no way constitutes a commitment by DCNR to award a contract. DCNR reserves the right to accept or reject, in whole or part, all bid proposals submitted and/or cancel this RFP if it is determined to be in DCNR's best interest.
11. DCNR also reserves the right to withdraw this RFP at any time or terminate the contract resulting from this RFP upon thirty (30) days' notice without penalty.
12. Errors and Omissions in Proposal: DCNR reserves the right to make corrections or amendments due to errors identified in bid proposals by DCNR or by the Vendor. DCNR, at its discretion, has the right to request clarification or additional information.

13. Compliance with Laws: Vendors acknowledge and agree to comply with all applicable State regulations, ordinances, and laws, Federal regulations and laws including the ADA, OSHA, and DCNR policies, guidelines, and standards.
14. Conflict of Interest: The Vendor attests and certifies that no employee, officer, or agent of the Vendor shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest may be involved.
15. Confidentiality: All information contained in the RFP is considered to be the exclusive property of DCNR. All Proposals and documentation submitted in response to this RFP shall become the property of DCNR and could be subject to disclosure under the Alabama Open Records Act. Any work papers, individual evaluator comments, notes, or scores will not be considered public. DCNR's final selection will not be publicly available until a final agreement(s) has received all necessary approvals.
16. The laws of the State of Alabama shall govern this RFP and any contract resulting from this procurement.

#### **VIII. 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.

##### **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 DCNR. Therefore DCNR, 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 DCNR, no selection is final until full execution of a written agreement detailing an agreed-upon scope of work. If DCNR deems, at its sole discretion, that a satisfactory agreement cannot be reached in accordance with an initial selection, DCNR 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 DCNR 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:**

Successful Applicant shall indemnify, defend, and hold harmless DCNR, 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 DCNR.

**11) Choice of Law; Jurisdiction and Venue:**

This RFP and related documents shall be governed by and construed in accordance with 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.

**IX. Additional Information:**

This work will be for DCNR. If you have questions, please contact:

*Mr. Chase Katechis  
Marine Biologist II  
AL Department of Conservation and Natural Resources – Marine Resources Division  
Email: Chase.Katechis@dcnr.alabama.gov  
With a carbon copy to Craig.Newton@dcnr.alabama.gov*

Questions should be submitted in writing via e-mail and responses to those questions will be posted on the website [www.outdooralabama.com/request-proposals](http://www.outdooralabama.com/request-proposals) for all applicants to review.

**X. Literature Cited:**

Blaylock, R. A. and W. Hoggard. 1994. Preliminary estimates of bottlenose dolphin abundance in southern U.S. Atlantic and Gulf of Mexico continental shelf waters. NOAA Tech. Mem. NMFS-SEFSC-356, 10 p.

NOAA (2022a). “Northern Gulf of Mexico Bay, Sound, and Estuary Stocks for Bottlenose Dolphins”, National Oceanic and Atmospheric Administration, May 2022, [https://media.fisheries.noaa.gov/2022-09/CommonBottlenose\\_NGulfMexicoBay.pdf](https://media.fisheries.noaa.gov/2022-09/CommonBottlenose_NGulfMexicoBay.pdf).

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