



**Montana Fish,  
Wildlife & Parks**

**STATE OF MONTANA  
Fish, Wildlife & Parks  
Invitation for Bid  
(This is not an order)**

<b>IFB Number:</b> 140187	<b>IFB Title:</b> Golden Eagle Nests Surveys
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<b>IFB Due Date and Time:</b> April 10, 2014 2:00 p.m., Mountain Standard Time	<b>Number of Pages: 21, Maps Included</b>
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**ISSUING AGENCY INFORMATION**

<b>Procurement Officer:</b> Kari Shinn	<b>Issue Date:</b> 03/31/2014
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<b>Fish Wildlife and Parks Purchasing Unit 930 Custer Ave (Delivery) PO Box 200701 (Mailed) Helena, MT 59620-0701</b>	<b>Phone: (406) 495-3249 Fax: (406) 495-3253 TTY Users, Dial 711  Website: <a href="http://www.fwp.mt.gov">http://www.fwp.mt.gov</a></b>
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**INSTRUCTIONS TO BIDDERS**

**COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE AND COST PROPOSAL WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."**

**Mark Face of Envelope/Package:**  
  
**IFB Number: 140187**  
**IFB Due Date: 4/10/2014**

**Special Instructions:**

**BIDDERS MUST COMPLETE THE FOLLOWING**

<b>Payment Terms: Net 30 days</b>	<b>Delivery Date:</b>
<b>Bidder Name/Address:</b>	<b>Authorized Bidder Signatory:</b>  (Please print name and sign in ink)
<b>Bidder Phone Number:</b>	<b>Bidder FAX Number:</b>
<b>Bidder E-mail Address:</b>	<b>Debarment: The contractor certifies, by signing this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.</b>

**IMPORTANT: SEE STANDARD TERMS AND CONDITIONS**

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# Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.**

**ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

**AUTHORITY:** The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without Fish, Wildlife & Parks prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at Contractor's expense.

**DEBARMENT:** Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If Contractor cannot certify this statement, attach a written explanation for review by the State.

**DISABILITY ACCOMMODATIONS:** The State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

**FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by Montana Fish, Wildlife & Parks prior to the time set for receipt. Bids or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

**FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

**FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.

**HOLD HARMLESS/INDEMNIFICATION:** Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

## **INSURANCE REQUIREMENTS**

**General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**Primary Insurance.** The Contractor's insurance coverage shall be primary insurance with respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000.00** per occurrence and **\$2,000,000.00** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products, and completed operations; premises owned, leased, occupied, or used.

**Specific Requirements for Automobile Liability.** If at any time during the contract, the Contractor offers to transport employees, volunteers, or members of other cooperative agencies, the following insurance requirement must be met.

The Contractor will obtain prior approval by submitting a copy of the following insurance certificate to the assigned Contracts Officer at Montana Fish, Wildlife & Parks:

Contractor shall purchase and maintain coverage with split limits of \$500,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

The State, its officers, officials, employees, and volunteers are to be covered and listed as additional insured's for automobiles leased, hired, or borrowed by Contractor.

**Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the state agency. At the request of the agency either: (1) the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the State, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverage's, has been received by Montana Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701. The Contractor must notify the State immediately, of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The State reserves the right to require complete copies of insurance policies at all times.

**Compliance With Workers' Compensation Act.** Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to Montana Fish, Wildlife & Parks, P.O. Box 200701, Helena, MT 59620-0701, upon expiration.

**LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

**PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

**RECIPROCAL PREFERENCE:** The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcp.x>.

**REDUCTION OF FUNDING:** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

**REFERENCE TO CONTRACT:** The contract or purchase order number MUST appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

**SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

**SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

**TAX EXEMPTION:** The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.)

**TERMINATION OF CONTRACT:** Unless otherwise stated, the State may, by written notice to Contractor, terminate the contract in whole or in part at any time Contractor fails to perform the contract.

**U.S. FUNDS:** All prices and payments must be in U.S. dollars.

**VENUE:** This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

**WARRANTIES:** Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the State specifies otherwise. Exceptions will be rejected.

## SECTION 1: GENERAL REQUIREMENTS

### 1.0 INTRODUCTION

The STATE OF MONTANA, Fish, Wildlife & Parks (hereinafter referred to as "the State") is soliciting bids for one or more contractors to conduct aerial surveys for Golden Eagle Nests east of the Continental Divide. Fieldwork would need to be conducted between April and June 30, 2014. In addition to fieldwork, this request requires that survey results (including date and duration of flights, nest coordinates, species and individuals observed, and routes flown) be submitted to the State in an organized and spatially based manner. A brief summary of field activities along with all species and nest information should be submitted by September 30, 2014.

A more complete description of services sought for this project is provided in Section 3, Scope of Project and greater detail on the project design and field methods can be found in the attached Project Description (Appendix I). Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### 1.1 CONTRACT TERM

The contract term is for a period beginning upon both parties signing the contract and ending **October 31, 2014**. Extensions of the contract, by mutual agreement of both parties, may be made at one-month intervals, or any interval that is advantageous to the State, not to exceed two (2) additional months.

### 1.2 INSTRUCTIONS TO BIDDERS

**1.2.1 Procurement Officer Contact Information.** Contact information for the Montana Fish, Wildlife & Parks Contracting Officer is as follows:

Procurement Officer Contact Information.

Contact information for the procurement officer is as follows:

Procurement Officer: Kari Shinn

Address: 930 Custer Avenue West, Helena, MT

Telephone Number: 406-495-3249

Fax Number: 406-495-3253

E-mail Address: kshinn@mt.gov

**1.2.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.2.3 Interpretation or Representations.** The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.2.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any**

**addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.2.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

## **1.3 BID SUBMISSION**

**1.3.1 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to **IFB# 140187. It is the bidder's sole responsibility to ensure their bid is received at the Montana Fish, Wildlife & Parks, Purchasing, 930 Custer Avenue West, Helena prior to 2:00 p.m., local time, April 10, 2014. This includes any bids submitted using priority mailing.** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid.

**1.3.2 Late Bids.** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.3.3 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State of Montana from obtaining the best possible supply or service.

**1.3.4 Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

**1.3.5 Descriptive Literature.** Complete manufacturer's descriptive literature sufficient in detail to establish quality and compliance with all specifications must be submitted with each bid. The State reserves the right to examine products further to determine compliance with the stated specifications.

## **1.4 CHANGE OR WITHDRAWAL OF BIDS**

**1.4.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**1.4.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

## **1.5 BID AWARDS**

**1.5.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the State in accordance with the specifications set forth in the invitation for bid.

**1.5.2 Rejection of Bids.** While the State has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the State determines adequate state funds are not available (18-4-313, MCA).

## SECTION 2: SPECIAL TERMS AND CONDITIONS

### **2.0 PREFERENCE NOT APPLIED**

Reciprocal preference will not be applied to this purchase because federal funds are involved (ARM 2.5.408).

### **2.1 CONTRACT TERMINATION**

**2.1.1 Termination for Cause.** The State may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

**2.1.2 Termination for Convenience.** The State may, by written notice to the Contractor, terminate this contract without cause. The State must give notice of termination to the Contractor at least 14 days prior to the effective date of termination.

**2.1.3 Reduction of Funding.** The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

## SECTION 3: SCOPE OF WORK

### **3.0 PRICES**

**3.0.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the State unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified State location(s).

**3.0.2 Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

### **3.1 AWARD**

Awards may be made to multiple contractors. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid.

### **3.2 SCOPE OF WORK**

**3.1 Overview:** Montana Fish, Wildlife & Parks is looking for a contractor or contractors to conduct aerial surveys for Golden Eagle nests within a defined survey area in central and southeast Montana. Specific prioritization of sites within the study area will be determined through discussion with FWP staff prior to initiation of surveys, but approximate location of the surveys can be found in Appendix II.

The contractor must provide qualified biologist(s) to conduct systematic aerial Golden Eagle nest surveys following survey design and protocols established by the State. Surveys will be conducted in targeted areas in Fish, Wildlife & Parks' Regions 4, 5, 6, and 7 during the months of April, May and June 2014.

#### **3.2 Contractor responsibilities:**

- a) Hire qualified observer(s) to conduct aerial surveys as needed. The biologist(s) must meet U.S. Fish and Wildlife Service observer qualifications for aerial eagle surveys as documented in Pagel et al. 2010: "All observers should have the equivalent of two seasons of intensive experience conducting survey and monitoring of Golden Eagle and/or cliff dwelling raptors. That experience may include banding, intensive behavioral monitoring, or protocol-driven survey work. Experience should be detailed and confirmed with references, and should have been provided to management and/or regulatory agencies. All surveyors should be well-versed within raptor research study design and Golden Eagle behavior and sign, including nests, perches, mutes, feathers, prey remains, flight patterns, disturbance behavior, vocalizations, age determination, etc."
- b) Coordinate aircraft and pilots for the surveys; ground travel to various airports to maximize flight efficiency.
- c) Work closely with FWP biologists in final selection of sample units and assignment of survey ranks; coordinate with FWP to obtain appropriate GIS files, sample unit coordinates, and maps needed to conduct surveys.
- d) Prepare for flights using appropriate GIS and mapping materials.
- e) Sample units will be surveyed via aerial surveys between April and June 30. See Appendix I with the Project Description for more detail, but key elements include:
  - i. Surveys should be conducted by a single observer.

- ii. Approximately ½ of the sample units will be surveyed via fixed-wing aircraft (e.g. Super Cub) with the other ½ of the sample units surveyed via helicopter.
- iii. Follow up with ground surveys may also be needed for some sample units.
- f) Work closely with FWP biologists to finalize survey protocols. Aerial survey methods will employ area searches within sample units based on the biologist's personal experience and ability to identify suitable nesting areas.
- g) Manage all spatial, individual bird, and nest data in a standardized database.

### **3.3 Agency responsibilities**

- a) Design the sampling plan, including defining the survey area & selecting sample units. Final selection of sample units will be made in consultation with the contractor.
- b) Provide contractor with all necessary GIS files and spatial information to conduct surveys.
- c) Provide advice on and review survey procedures developed by contractor prior to initiation of surveys.

## **SECTION 4: OFFEROR QUALIFICATIONS/INFORMATIONAL REQUIREMENTS**

**4.0 References.** Offeror shall provide a minimum of (2) references that are using, or have used, services similar to this solicitation. References may include government, university or private organization where the offeror, preferably within the last 5 years, successfully completed work with similarities to this solicitation. At a minimum, the offeror shall provide the company name, the location where services were provided; contact person(s), customer's telephone number, e-mail address, and a brief description of the service type, and dates the services were provided. These references may be contacted to verify offeror's ability to perform the contract. The State reserves the right to use any information or additional references deemed necessary to establish the ability of the offeror to perform the conditions of the contract. Negative references may be grounds for proposal disqualification.

**4.1 Resumes/Company Profile and Experience.** Offeror shall specify how long the individual/company submitting the proposal has been in the business of providing supplies and/or services similar to those requested in this IFB and under what company name. Offeror should provide a description of any relevant past projects, including the supply/service type and dates the supplies and/or services were provided. Offeror to provide a copy of a completed monitoring report, land management report or some form of contract monitoring document completed within the last 5 years. A resume or summary of qualifications, work experience, education, and skills, which emphasizes previous experience in this area, should be provided for all key personnel who will be involved with any aspects of the contract.

**4.2 Ability to Meet Supply Specifications.** Offeror shall provide information as to its ability to meet the following supply specifications, as more specifically detailed above in Section 3.

1. Previous experience conducting aerial flights to locate raptors and nests, particularly Golden Eagles. Familiarity with various survey techniques including area searches and ground surveys.
2. Proficiency with GPS: experience entering survey area coordinates into GPS, marking nest location coordinates during flight, downloading location information from GPS; entering data into excel database; and writing summary reports.
3. Familiarity with GIS and ability to prepare maps of survey areas with satellite imagery and other layers (e.g. topographical ruggedness) provided by FWP that will aid in the planning for and efficient survey of sample units.
4. Ability to work cooperatively with FWP biologists to finalize sample unit selection and survey protocols.
5. Equipment (provided by contractor) includes laptop computer, cell phone, vehicle, GPS, and binoculars.

**4.3 Method of Providing Services.** Offeror shall provide a description of a Work Plan, including the number of sample units the contractor has the capacity to complete during the optimal survey period assuming one day of survey effort per unit on average, a rationale for the optimal survey period during which the contractor could or would focus, the timeframe necessary to accomplish the work (including field season preparation and reporting), and a brief description of how surveys will be accomplished (e.g. balance between fixed wing and helicopter use, criteria for determining whether to conduct follow up ground surveys, etc.). Appendix I provides the Project Description and details on the sample design and survey methods; Appendix II provides a map showing the study areas and approximate locations of sample units.

## SECTION 5: COST PROPOSAL

The estimated maximum budget for all survey work and reporting is \$75,000. Multiple contractors may be selected to conduct surveys depending on overall contractor availability and capacity; FWP is looking to cover as much of the project area as possible within budget constraints.

Provide a Work Plan including timeframe to conduct the work and associated cost proposal. Cost estimates should be based on the following assumptions:

1. Approximately one day of flight time including ferry time per sample unit (25km<sup>2</sup>). Cost estimates should be based on approximately ½ of the surveys conducted in west/central Montana and the other ½ conducted in eastern Montana. MFWP recognizes that ferry time and/or mileage may differ between these two areas of the state depending on where the contractor and/or pilot are based. Providing two different per unit estimates is expected, but please be clear within your proposal why the estimates differ between western and eastern Montana.
2. Half (½) of sample units surveyed via fixed wing, half (½) of sample units surveyed via helicopter to allow for the use of a helicopter in the most difficult to survey units.
3. A single observer per flight

The contractor should consider: the distribution and location of sample units/study areas in relation to airports (Appendix II), ability to ground travel to airports to minimize flight time, whether sample units would require follow up ground surveys, etc.

Please include a cost proposal table similar to the following:

<b>PER UNIT/DAY COST ESTIMATE (to include flight cost, mileage, per diem, and staff time to set up and conduct surveys)</b>	<b>Surveyed via Fixed Wing</b>	<b>Surveyed via Helicopter</b>
Eastern Montana sites	\$	\$
Western Montana sites	\$	\$

### IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
  - Sign each "Acknowledgment of Addendum" if required
  - Sign your bid on our cover sheet
  - Mark your mailing envelope or box with the IFB number and the opening date under your return address
  - Carefully review the "Standard Terms and Conditions"
  - Carefully review all listed requirements to ensure compliance with the IFB
  - Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

## Appendix I

### Golden Eagle Nest Monitoring in MFWP Regions 4-7, 2014

**Background & Need:** Golden Eagles are a Species of Concern (SOC III) in Montana and are protected by the Bald and Golden Eagle Protection Act. As the impact of energy development, particularly wind becomes a growing concern for this species MFWP biologists find themselves commenting on proposed energy development sites. Montana lacks sufficient information on Golden Eagle distribution and population parameters however to make the most informed recommendations on how a project might affect local and regional eagle populations. Better information on the distribution of Golden Eagle nest sites would help us identify important breeding areas for this species and could be used to refine habitat suitability models.

The current database of Golden Eagle nests in Montana (maintained by the Montana Natural Heritage Program) is valuable, but very few nest locations have been discovered through structured surveys. Instead, nest locations are often clumped in areas well studied by researchers or surveyed regularly by agency personnel. Some nests were discovered while conducting surveys for other species (e.g. Bald Eagles and Peregrine Falcons) which are associated with particular landscape features, such as riparian areas. As a result the sample of nests we are currently using to understand the distribution of Golden Eagles and to build predictive models is not a random sample and may not be representative of the population.

In 2014 we plan to facilitate aerial surveys for Golden Eagle nests within an explicitly defined survey area in portions of Regions 4-7. The sampling plan will be designed by FWP biologists and finalized after consultation with the Contractor or Contractors. Sampling will be prioritized based on three criteria: habitat suitability, potential for wind energy development, and level of previous survey effort. Sample units will be drawn from a probabilistic and spatially balanced sampling design. Nest locations will be combined with the existing nest database and used to improve habitat suitability models for Golden Eagles and to predict important breeding areas. Building these predictive models is outside the scope of this IFB.

#### Project Goals:

1. Locate new nests to augment an existing nest database by conducting structured surveys in a variety of habitats, habitat suitability classes, and in under-surveyed areas in central and southeast Montana.
2. Improve models that predict important breeding habitat for Golden Eagles, particularly in areas with high potential for wind development.
3. Use new nest locations and the existing databases to identify important Golden Eagle breeding areas and begin understanding nest distribution and density.

#### Specific Objectives:

1. Conduct aerial surveys within pre-determined 25km<sup>2</sup> sample areas to locate Golden Eagle nests and, if possible, determine active/inactive status. Each sample unit will be surveyed once between April and June 2014.
2. Record nest locations of other raptor species incidentally.
3. As time and logistics allow (i.e. while ferrying to sample units):
  - a. Relocate historic nests and determine status
  - b. Survey additional 5km<sup>2</sup> grid cells with predicted or perceived high quality Golden Eagle habitat.

#### Survey Design:

1. Generate a grid of 5x5 km cells across the state of Montana to serve as sampling frame. A 5 km<sup>2</sup> grid cell size was selected as an appropriate scale at which to classify a number of topographic, land use, and wind potential variables.
2. Attribute each 5 km<sup>2</sup> grid cell with information that defines two criteria: habitat suitability and "threat" (i.e. potential for wind development). See Appendix A for detailed rule set, but briefly:
  - a. Habitat suitability was categorized as high or low, as defined very coarsely by:

- (1) Terrain roughness (i.e. presence of cliffs, etc.). High quality Golden Eagle habitat tends to have areas with cliffs and/or steep slopes which may be used for nesting, facilitate soaring, and efficient foraging.
  - (2) Land type – native habitat vs. converted for agriculture and human use. Native habitats support higher densities of prey populations (e.g. rabbits and rodents).
- b. Threat was categorized as high or low based on the potential for wind farm development, as defined by three metrics:
  - (1) Wind power potential – we used an existing raster layer that uses wind speed data to map wind potential. Areas with “superb” to “good” wind potential were classified as having high potential for development; areas with fair to poor wind potential were classified as low wind potential.
  - (2) Power transmission potential – we created a 30 km buffer around existing large ( $\geq 100$  kV) power lines. Areas within this buffer were classified as having high threat because wind power can only be developed if it is cost effective to tie into existing transmission lines. Currently all existing large scale wind projects in Montana are within this 30 km buffer.
  - (3) Sage-grouse core area – Montana’s Draft Greater Sage-grouse Habitat Conservation Strategy (currently under review by the Governor’s office) recommends excluding wind development from identified Greater Sage-grouse Core areas. Thus, if a cell falls within a core area we classified the threat of wind development as low.
3. Based on these metrics, each 5 km<sup>2</sup> cell was assigned to one of four habitat suitability-threat categories or strata (see Appendix A for more detail, Appendix B for map):
  - a. high suitability, high threat = high ruggedness OR high native habitat, high wind potential AND transmission potential
  - b. high suitability, low threat – high ruggedness OR high native habitat BUT no transmission potential OR low wind potential OR within SG core area (thus protected)
  - c. low suitability, high threat – low ruggedness AND low native habitat BUT high wind power AND transmission potential
  - d. low suitability, low threat – low ruggedness AND low native habitat AND no transmission potential OR low wind potential OR within SG core area (thus protected)
4. 5km<sup>2</sup> grid cells were combined into 25 km<sup>2</sup> (~15 mi<sup>2</sup>) sample units (Figures 1 and 2). This size sample unit was selected to maximize survey efficiency; we assume that sample units of this size can be adequately searched in 4–6 hours of flight time depending on terrain and habitat. Thus each sample unit requires a flight day (6 hrs + ferry time), but time is maximized searching rather than traveling between dispersed survey units.
5. Define survey area – The survey area was constrained by the following: (1) limited budget, (2) the need for logistical efficiency, and (3) our decision to prioritize surveys in areas both previously under-surveyed and (4) with a high threat of wind development. We recognize that drawing samples from only a portion of the state limits our ability to extend model results and inference to other areas of the state and accept this limitation. We have defined the survey area explicitly such that in future years we may draw additional samples from other areas in the state to fill in sampling gaps or address different management priorities.
  - a. The following areas were excluded from the survey area:
    - (1) Exclude Regions 1, 2, 3. Rationale: Wind potential is relatively low in regions 1 & 2 and the metrics used to define high habitat suitability in this survey design may not perform well in the extensively forested western portion of the state. Region 3 was excluded primarily because this area has been relatively well surveyed for nests relative to other parts of the state and wind transmission potential is low.
    - (2) Tribal lands – any grid cell that falls >50% within a tribal boundary. Rationale: FWP has no ability to influence wind development or management in these areas.
6. Select samples and allocate effort to strata. We selected 50 sample units among the 4 suitability-threat strata. Sampling intensity was highest in areas with high suitability and/or high threat, and lowest in areas with low suitability-low threat. Samples were ranked in each stratum and will be surveyed by rank order as time and logistics allow.

Ideally, strata will be surveyed as this example below indicates (final sample selection will be conducted cooperatively between MFWP and contractor or contractors):

Category or strata	Effort allocation (example)	Maximum sample (50)	Minimum sample (30)
High suitability, High threat	30%	15	9
High suitability, Low threat	30%	15	9
Low suitability, High threat	30%	15	9
Low suitability, Low threat	10%	5	3

7. Create map(s) of survey area(s) that show the distribution, strata, and ranks (i.e. survey order) of sample units.

**Survey Methods:** FWP and the contractor will work collaboratively to draft specific guidelines for survey procedures. The amount of time required and optimal methods to adequately survey a sample unit depend on habitat, terrain, and other factors. The flight paths and day to day procedures for conducting area searches will therefore be determined largely by observer experience and discretion. However, general survey methods, goals, and assumptions are outlined here:

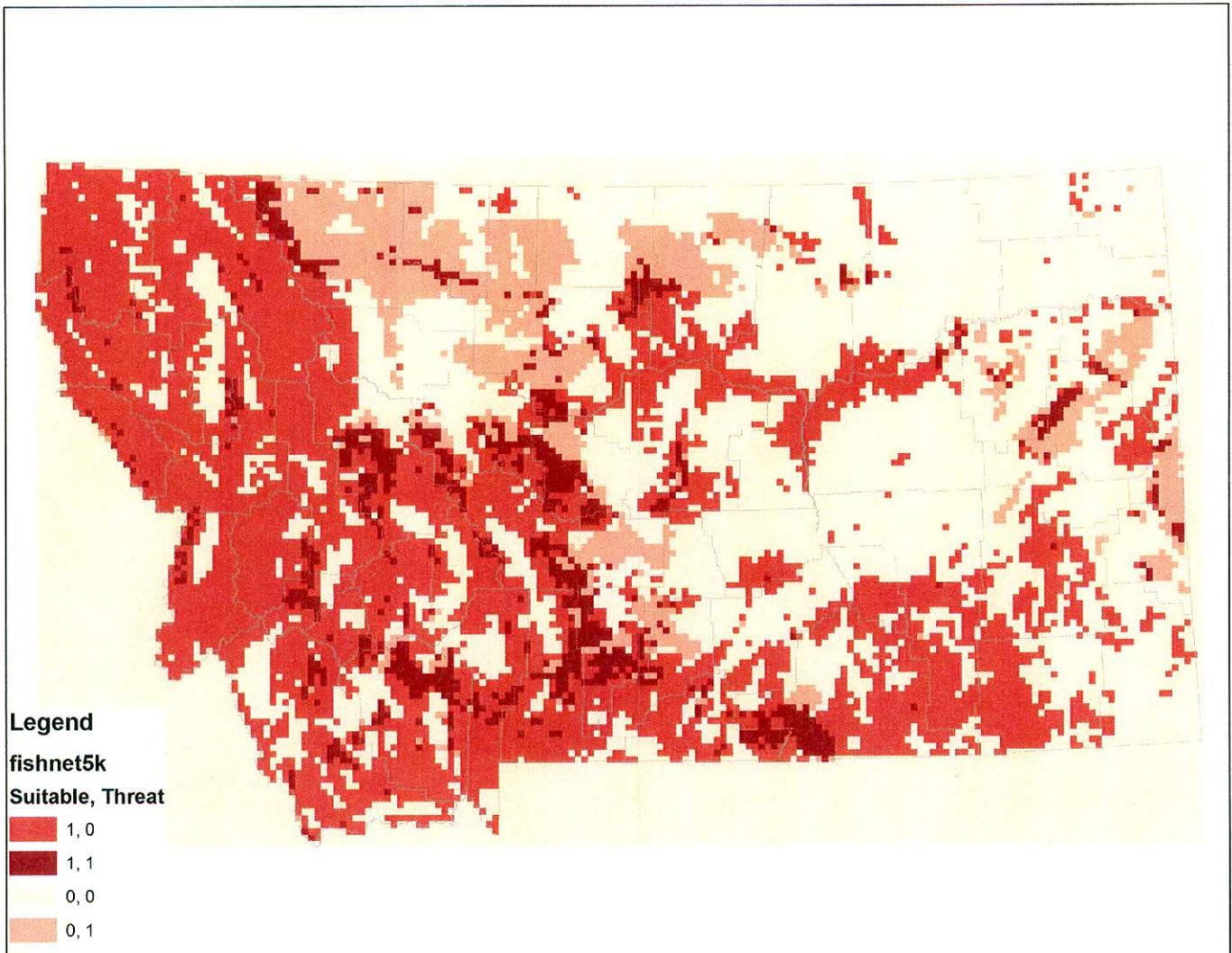
- Each 25x25km sample unit will require one day to survey (4-6 hours + ferry time).
- Area searches should be flown at ~30-40 knots (35-46 mph).
- The goal is to survey the entire sample unit while focusing on areas with likely nesting habitat. So a combination of line transects and targeted area searching *could* be used to achieve reasonable coverage of the sample unit while covering the best habitat more thoroughly.
- Flight paths should be recorded with a GPS unit as a record of how comprehensively a sample unit was surveyed.
- FWP will provide a list of historic nest locations within sample units or en route from airports. If time permits, the observer should attempt to relocate the historic nest.
- FWP will provide maps that show 5x5km grid cells near the sample unit. If time permits the observer should attempt to survey grid cells with high habitat suitability.

**Habitat Suitability:** Habitat suitability was scored based on two criteria – topographical roughness and land cover; “threat” of wind development was scored based on three criteria – wind potential, power transmission potential, and whether the area fell inside a Greater Sage-grouse Core Area. I provided the following rule sets for how to classify each 5x5km grid cell based on these 5 attributes. MFWP Data Services calculated scores for each metric and then used these scores to create four suitability-threat strata.

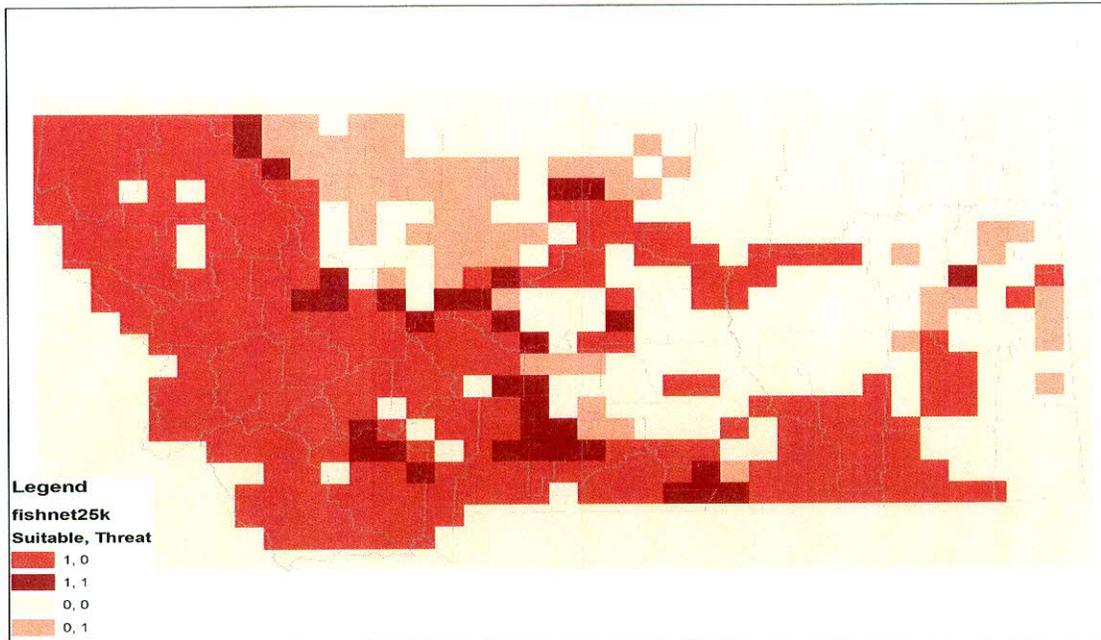
1. Habitat suitability as informed by the following layers:
  - a. Topographical roughness: rugged.img – breakpoints for this raster layer:
    - i.  $> 5$  = “high roughness”
    - ii. If cell  $\geq 25\%$  has high roughness, then cell = 1
  - b. Land type: Montana Land Cover 2010 (8 classes) – native-non-native (human land use); reclassify:
    - i. Alpine systems, human land use, recently disturbed or modified = 0 ( non-native)
    - ii. All other native cover types = 1
    - iii. If cell  $\geq 50\%$  native, then cell = 1
  - c. Determining cell value rules:
    - i. Habitat suitability = high (1) if:  $\geq 25\%$  of cell has high roughness AND  $\geq 25\%$  of cell is native habitat
    - ii. Habitat suitability = low (0) if:  $< 25\%$  of cell has high roughness OR  $> 75\%$  of cell is non-native habitat

2. High threat level as informed by the following layers:
- a. Wind potential: WINDPOWER (from CAPS website):
    - i.  $> 400$  - Lumps superb, outstanding, excellent, & good = 1; if  $\geq 25\%$  then cell is 1
    - ii.  $< 400$  - Lumps fair, marginal, & poor = 0; if  $> 75\%$ , then cell is 0
  - b. Power transmission potential: Y:1/N:0 – Adam will use CAPS layer of existing large power lines(transmit  $\geq 100\text{kV}$ ) and buffer it by 30 km b/c all existing wind projects are w/n 30km and this is also what Scott used in 2013.
    - i. If  $> 50\%$  of the cell is w/n buffered area, then value = 1
    - ii. If  $< 50\%$  then cell value is 0
  - c. Low threat – Sage Grouse Core areas (theoretically protected from wind development in GRSG Strategy) — Yes = 0, because the area should be low threat.
    - i. If  $> 50\%$  of cell = core then 1
  - d. Determining cell value:
    - i. Threat level = high (1) if:
      - $>25\%$  of cell has a value of  $\geq 400$  (i.e. good to superb wind potential) AND  $\geq 50\%$  of cell is within 30km buffered area of large power line
      - AND  $\geq 50\%$  of cell is within SG core Greater Sage-grouse Core Area.
    - ii. Threat level = low (0) if any of the following are true:
      - $< 50\%$  of cell is within 30km buffered area (i.e. no power transmission potential) - regardless of wind potential
      - $> 25\%$  of cell has wind potential  $< 400$  (i.e. fair to poor wind potential) - regardless transmission potential
      - $\geq 50\%$  of cell is within a Greater Sage-grouse Core Area core - cell will be considered protected, regardless wind and transmission potential

**Figure 1.** 5km<sup>2</sup> grid cells attributed by metrics that coarsely define high versus low quality Golden Eagle habitat based on topography and native land cover and potential or “threat” of wind power development. Metrics were used to classify cells into one of four suitable habitat-threat categories where 1 = high and 0 = low. The darkest red cells (1, 1) = high suitability, high threat; (1, 0) = high suitability, low threat; (0, 0) = low suitability, low threat; (0, 1) = low suitability, high threat.



**Figure 2.** 25km<sup>2</sup> sample units assigned the majority 5km<sup>2</sup> grid cell score. The darkest red cells (1, 1) = high suitability, high threat; (1, 0) = high suitability, low threat; (0, 0) = low suitability, low threat; (0, 1) = low suitability, high threat. This state map shows high priority areas for survey as represented with polygons in Figure 3.



**Figure 3.** Target areas for 2014 golden eagle nest searching shown in red polygons. (Note: Green polygons represent areas surveyed in previous years where opportunistic monitoring could be conducted following guidelines within this study plan.)

