



RAPID CITY REGIONAL AIRPORT

ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

FOR

WILDLIFE HAZARD ASSESSMENT

Sealed proposals will be accepted until Thursday, March 21, 2024, 2:00 PM MT, by the Rapid City Regional Airport (Airport), 4550 Terminal Road, Suite 102, Rapid City, SD 57703, to provide the Airport with a Wildlife Hazard Assessment in accordance with the conditions stated in the Request for Proposals (RFP) package.

RFP documents may be obtained by accessing the Airport website: <https://rapairport.com/category/projects/>.

Proposals may be submitted to the above address and are to be marked: “Wildlife Hazard Assessment.”

The Rapid City Regional Airport, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Since the Rapid City Regional Airport is a nonhub primary airport, it is required to have a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the US Department of Transportation 49 CFR Part 26. All DBE firms and small businesses qualifying under this solicitation are encouraged to submit proposals. Additional information on the DBE program is available upon request.

Publication Dates: February 28, 2024
March 2, 2024



I. INTRODUCTION

The Rapid City Regional Airport (Airport) is seeking Proposals to establish a contract with a qualified Firm to provide a Wildlife Hazard Assessment (WHA) for the Airport commencing in the spring of 2024. The Proposer shall demonstrate excellence in the field of aviation, biology and conservation and meet the requirements in AC 150/5200-36A (current edition.)

This document outlines the prerequisites, selection process and documentation necessary to submit a Proposal for the requested services. Please carefully read the entire package before submitting your Proposals. If awarded, the WHA will be conducted in accordance with the terms and conditions of an Agreement mutually agreed upon by the parties.

Sealed proposals shall be submitted by Thursday, March 21, 2024, 2:00 PM MT, and delivered to:

Attn: Tod Love
Rapid City Regional Airport
4550 Terminal Road, Suite 102
Rapid City, SD 57703

All Proposals will be time-stamped upon receipt and any Proposals received after the time specified above will be returned unopened. In bold lettering, mark the sealed envelope with the following words: **“Wildlife Hazard Assessment”**. Faxed or emailed copies will not be accepted. All responsive Proposals become the property of the Airport and must be provided without cost to the Airport. Except as otherwise provided for herein, Proposals which are incomplete or which are not in conformance with the law, may be rejected as non-responsive. Proposals shall not be returned unless a written request to withdraw is received prior to Thursday, March 21, 2024, 2:00 PM MT.

Information that is considered by a Proposer to be proprietary is still subject to release as a component of an open records request subject to review by the City Attorney. Proprietary information should be clearly marked as “confidential” or “proprietary” on each page on which the information appears. Proposers should not expect the Airport to seek confidentiality protection for any claimed privileged or proprietary information in the written Proposal just because the material is marked “confidential” or “proprietary.” For any essential information that the Proposer reasonably believes can be defended as being exempt from disclosure under the Open Records Act, the information must be capable of being separated or redacted from the Proposal, and should be clearly and specifically marked.

This RFP does not obligate the Airport to enter into an Agreement or pay any costs incurred in the preparation of a Proposal pursuant to this RFP or incurred in subsequent negotiations. It is the intention of the Airport to negotiate an Agreement with the Proposer it deems most beneficial to the Airport. During the Proposal evaluation process, the Airport may request additional information or clarification from Proposers.



The Airport reserves the right to accept or reject any or all Proposals, award multiple contracts to more than one Proposer, to waive any informalities and irregularities in the Proposal submission process, to extend the date for submittal of responses, to request additional information from any or all Proposers, to supplement, amend or otherwise modify the RFP prior to the closing date and time, to cancel this request with or without the substitution of another RFP, to negotiate with any Proposers, to re-solicit or cancel the procurement process, or to accept a Proposal which is considered to be in the best interest of the Airport.

Any Proposal submitted will be deemed to be valid for a period of up to 90 days following the closing date of the RFP. Timely Proposals received shall be subject to applicable laws and regulations governing public disclosure. Submission of a Proposal indicates acceptance by the Proposer of the conditions contained in this RFP, and the intent to enter an Agreement with the Airport.

By submittal of a Proposal pursuant to this RFP, the Proposer certifies that no fee or commission, or any other thing of value, has been paid or agreed to be paid to any employee, agent, representative, official or current Proposer of the Airport in order to procure the contract described in this RFP. The Proposer also certifies that the financial information in its proposal has been arrived at independently and without consultation, communication or agreement with the Airport, or other Proposers, to restrict competition as to any matter relating to this RFP.

Proposers shall assume full responsibility to review and evaluate the entirety of this RFP, the appendices hereto and any Addendum which may be issued, and to become fully informed of the detailed instructions and requirements of this RFP and the future Agreement expectations. Proposers shall thoroughly examine and become familiar with this RFP, the Proposal forms, the specimen Agreement, and all related documents comprising this RFP and any written Addendum thereto. Each Proposer shall judge for itself all conditions and circumstances within this solicitation having relationship to its respective Proposal.

Submission of a Proposal shall constitute an acknowledgment that the Proposer has thoroughly examined and is familiar with this RFP and Addendum which may be issued. The failure or neglect of a Proposer to receive or examine any RFP documents or Addendum shall in no way relieve Proposer from any obligation with respect to the Proposal or the obligations that result from submitting a successful Proposal. No claim based upon lack of knowledge or understanding of this RFP or its contents shall be allowed. The provisions and terms of the Agreement may be revised or adjusted by the Airport prior to final execution.

Prohibited Entity Certification (Attachment A)

The Proposer must submit a Certification of Prohibited Entity Status with its bid that certifies that the Bidder is not a Prohibited Entity as defined in SDCL 5-18A-1(19A), defined as a company or organization which is ultimately owned or controlled by a foreign parent entity or the government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela. This Certification shall be provided in a form acceptable to the City of Rapid City. A Proposer shall provide any information requested by the City to verify the certification, upon



request; however the City may rely on the certification without conducting any further investigative research or inquiry.

Equal Employment Opportunity

Rapid City Regional Airport is an Equal Employment Opportunity (EEO) organization, which does not discriminate on the basis of race, religion, color, sex, age, marital status, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in consideration of a contract award. The successful Proposer will be required to comply with all federal, state, and local laws and regulations.

Disadvantaged Business Enterprise (DBE) Eligibility

DBE firms are encouraged to submit a Proposal. Firms who propose to participate as a DBE must meet the experience and economic guidelines as set forth in 49 CFR Part 23 and 26 and should submit their DBE Plan and the DBE firms that will participate in this service.

Prohibition Against Lobbying

The Proposer shall not lobby, either on an individual or collective basis, the Airport (its associated City employees, or outside advisors) or any federal, state, or local elected or public officials or staff regarding this RFP or its written Proposal. Proposers, the Proposer's acquaintances, friends, family, outside advisors, agents, or other representatives shall not contact the Airport (its associated City employees, or outside advisors) or any federal, state, or local elected or public officials or Airport staff to arrange meetings, visits, or presentations to influence the outcome of the selection process. Violation of this provision, by or on behalf of a Proposer, intentionally or unintentionally, will result in disqualification of the Proposer and/or rejection of a written Proposal.

Questions, Inquiries and Contact with Airport Staff

The Airport is committed to providing all interested parties with accurate and consistent information in order to ensure that no Proposer obtains an undue competitive advantage. The Airport's web site (www.rapairport.com) contains additional information which is available to assist Proposers in responding to this RFP. To this end, from the date of this RFP through award of contract, the Airport contact is:

Tod Love, Operations Manager
4550 Terminal Road, Suite 102
Rapid City, SD 57703

All questions from Proposers must be submitted in writing, electronically, to tod.love@rcgov.org by 5:00 PM MT, March 15, 2024. It will be the sole responsibility of the Proposer to ensure questions are submitted in a timely manner. Answers to questions, other clarifications and/or Addendums will be posted on the Airport's web site.

It shall be the Proposer's responsibility to monitor the Addendums that may be issued under and as a part of this RFP. Copies of this RFP, and any Addendum issued, are available for viewing at the following link: <https://rapairport.com/category/projects/>. Any Addendums so issued are to be



considered a part of this RFP document. Therefore, receipt of all Addendums issued during this RFP must be acknowledged on the Signature Page included with your Proposal.

Insurance

The Proposer shall, during the whole of the term of the agreement, and during such other time as the Proposer occupies the premises, take out and maintain insurance, in such form and with such companies as the Airport may reasonably approve. Insurance coverage and endorsements will be addressed in the Contract with evidence of insurance provided to the Airport upon execution of the Contract.

Disclaimer

It is the responsibility of each Proposer to investigate and be satisfied as to the facts and conditions prior to submitting a Proposal. The Airport makes no representation or warranties and accepts no responsibility for the accuracy or completeness of any information supplied. Proposers are responsible for obtaining their own independent financial, legal, accounting, and technical advice on all proposal matters. Any failure to become fully knowledgeable shall be at the Proposer's sole risk. The Airport assumes no responsibility for any interpretations made by Proposers on the basis of information provided in this RFP or through any other source.

II. AIRPORT BACKGROUND

The Rapid City Regional Airport is owned by the City of Rapid City and governed by a semi-autonomous Board which operates the Airport on behalf of the City. The Board is comprised of six mayoral appointees who are confirmed by the Rapid City Common Council. The voluntary appointments serve five-year terms with a maximum of two consecutive terms. The Board is responsible for the general oversight of the Airport with the ability to sign contracts and authorize expenditures needed to operate the Airport.

With the strong emphasis on safety, the Airport is very proactive in following its Wildlife Hazard Management Plan. The previous WHA was completed in 2015 by Loomacres Wildlife Management, Inc. A copy of that WHA along with the current Wildlife Hazard Management Plan is located on the Airport's website at: <https://rapairport.com/category/projects/>.

The Airport conducts annual training, tracks and logs all wildlife activity, obtains appropriate permits and submits information to the FAA database when needed. Sufficient hazing and mitigation tools to help control wildlife are utilized including the use of guns, pyrotechnics, air cannons and a rodenator. To date, there have been no triggering events necessitating the need for a new WHA. A new WHA is needed due to the length of time since the last assessment was completed.

III. SCOPE OF SERVICES

The WHA shall meet all the requirements of CFR 139.337 to include:

- 1) An analysis of events that prompted the assessment.



- 2) Identification of the wildlife species observed and their numbers, locations, local movements, and daily and seasonal occurrences.
- 3) Identification and location of features on or near the airport that attract wildlife.
- 4) A description of wildlife hazards to air carrier operations.
- 5) Recommended actions for reducing wildlife hazards to air carrier operations.

IV. REQUIREMENTS

The WHA shall be conducted by a qualified wildlife biologist who meets the requirements of Advisory Circular 150/5200-36A (current edition). These requirements are:

- 1) Have the necessary academic coursework from accredited institutions and work experience to meet the qualifications of a GS-0486 series wildlife biologist as defined by the U.S. Office of Personnel Management classification standards (Appendix A of AC 150/5200-36A), or, be designated as a Certified Wildlife Biologist by the Wildlife Society (<http://www.wildlife.org>), and,
- 2) Have taken and passed an airport wildlife hazard management training course acceptable to the Administrator, and
- 3) While working under the direct supervision of a qualified wildlife biologist, have conducted at least one WHA acceptable to the FAA Administrator (as described in CFR 139.337(c)), and,
- 4) Have successfully completed at least one of the following within the past 5 years:
 - a. An airport wildlife hazard management training course that is acceptable to the FAA Administrator, or,
 - b. Attendance, as a registered participant, at a joint Birdstrike Committee-USA/Bird Strike Committee-Canada annual meeting, or
 - c. Other training acceptable to the FAA Administrator.
- 5) Individuals conducting the WHA who do not meet the aforementioned qualifications will be considered if they work under the direct supervision of a qualified airport wildlife biologist. If individuals conducting the WHA do not meet these requirements, the Proposal must clearly state:
 - a. The related qualifications and experience of the individual(s) conducting the Wildlife Assessment; and
 - b. How a qualified wildlife biologist will supervise how the individual(s) will conduct the WHA; and
 - c. Report progress of the WHA; and
 - d. Supervise the WHA report production.

V. SPECIAL TERMS AND CONDITIONS

The initial term of the Agreement is anticipated to be for a period of one-two years from the date of the Notice to Proceed.

Following Airport Board approval, a Notice to Proceed, prepared by the Airport and signed by the Airport Executive Director, shall become the document that authorizes the Agreement to begin, assuming the insurance requirements (if applicable) have been met. Each section contained herein,



any addenda and the response from the Proposer shall also be incorporated by reference into the resulting Agreement.

The Airport reserves the right to require the Proposer to remove any employee from the work area whom the Airport has deemed incompetent, careless, insubordinate, or whose continued employment on the project is deemed by the Airport to be contrary to the public interest.

Proposer, its officers, employees, agents, subconsultants, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Airport rules, regulations, policies, procedures, and operating directives as are now or may hereinafter be prescribed by Airport, all applicable health rules and regulations and other mandates whether existing or as promulgated from time to time by the federal, state, or local government, or Airport including, but not limited to, permitted and restricted activities, security matters, parking, ingress and egress, environmental and storm water regulations and any other operational matters related to the operation of the Airport. Proposer, its officers, employees, agents, subconsultants, and those under its control, will comply with safety, operational, or security measures required of Proposer or Airport by the Federal Aviation Administration, or TSA. If Consultant, its officers, employees, agents, subconsultants, or those under its control will fail or refuse to comply with said measures and such non-compliance results in a monetary penalty being assessed against Airport, then, in addition to any other remedies available to Airport, Proposer will be responsible and will reimburse Airport in the full amount of any such monetary penalty or other damages. This amount must be paid by Proposer within ten days of written notice.

Proposer shall be responsible for and agrees to protect, defend, indemnify, and hold harmless the Airport and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work, or other activity done by the Proposer, its employees, subconsultants or any independent consultants working under the direction of either the Proposer or subconsultant in the performance of this Agreement.

V. RFP PROPOSED TIMELINE

The *proposed* time schedule as related to this procurement is as follows:

February 23	Posted on Airport Website
February 28 & March 2, 2024	RFP Advertised
March 15, 2024, 5:00 PM MT	Final Date & Time for Written Questions
March 21, 2024, 2:00 PM MT	Proposals Due
March 25-March 27, 2024	Interviews (If Needed)
April 9, 2024	Award of Agreement
April 16, 2024	Anticipated Notice to Proceed Issued



VI. REQUIRED SUBMITTALS

RFP responses must be completed and prepared in a form that provides an insightful, straightforward and concise overview of the capabilities of your Firm. Additional facts and information other than those listed below may be included if it will help to highlight your Firm's qualifications and experience. All materials submitted in response to this RFP shall become the property of the Board and shall be considered a part of the public record of the Board, except for any proprietary financial information that should be clearly marked as confidential.

The Proposal shall be limited to 25 pages. This shall include the cover transmittal letter and table of contents. Dual sided printing for the proposal is encouraged. Proposal, four (4) Originals and one (1) electronic PDF file on a compact disk (CD) or Universal Serial Bus portable flash memory card (USB flash drive), must be submitted in an envelope that is completely sealed, bears the name and complete mailing address of the proposer, and be clearly marked "**WILDLIFE HAZARD ASSESSMENT**"

Attention: Tod Love
Rapid City Regional Airport
4550 Terminal Road, #102
Rapid City, SD 57703

NOTE: In lieu of the above method of submittal, Proposers may request a secure link to upload their SOQ by emailing toni.broom@rcgov.org.

- 1) **Cover Transmittal Letter** – Provide a narrative that introduces the firm and team highlighting the special strengths of the firm to perform the work requested in this RFP. The letter should be signed by an authorized principal of the proposing consulting firm. Included should be verification of the Firm's understanding of the project advertised and familiarity with the Airport and Airport location.
- 2) **Statement of Qualifications (SOQ)** - The successful Firm must have at least ten years of experience in the field of wildlife management. Provide a narrative describing the Firm's qualifications to perform the project work, including past (relevant) experience and at least three client references, with contact names and information. SOQ should also include description of the firm's recent experience, especially with similar projects, project location, and total costs. Proposer should also include a description of the firm's capability to meet time and project budget requirements, including such items as current and projected workloads and how these would be coordinated with the project, as well as the Firm's anticipated availability during the term of the project.
- 3) **Project Personnel and Staffing** – Provide an "Account Executive" that will be the day-to-day contact person for the Airport. Provide a brief description of all key personnel, including a qualified Wildlife Biologist as well as vendors, partners or subconsultants, if applicable to be involved and their relationship to the services to be provided. Include names, titles, licenses, certificates, and fields of expertise. Include documentation verifying the primary Wildlife Biologist conducting the WHA meets the requirements of AC 150/5200-36A (current edition).



In lieu of this documentation, the wildlife biologist may show evidence they have been deemed “qualified” by inclusion in Embry-Riddle Aeronautical University’s Qualified Airport Biologists Listing: (<http://wildlifecenter.pr.erau.edu/biologists.php>).

- 4) **Proposed Statement of Work (SOW)** - The response to this RFP shall include a detailed SOW delineating the work to be performed in conducting the WHA to meet the requirements of CFR 139.337 as listed in Paragraph (1) (above). The SOW shall include statements as to how the biologist intends to meet the "Duration of Wildlife Hazard Assessment and Basic Survey Techniques" described in Paragraph 6.2.c of the Wildlife Hazard Management Manual at Airports. The latter document is available free of charge at the FAA's Wildlife Hazard Mitigation Website (<http://wildlife-mitigation.tc.faa.gov>).
- 5) **Schedule** – Proposer shall submit a project schedule to include, at a minimum, commencement and completion of the assessment process, key meetings and significant events and/or activities, and submission of a preliminary WHA report to the Board. The Board would be expected to respond either approving the submission or provide comments. A Final WHA will be submitted after receipt of the Board’s comments.
- 6) **Proposed Costs** - The Proposer shall submit one contract price which is to include estimates of proposed hours of work, rates and expenses for each member of the biologist's team. The cost estimates shall cover the period from contract go-ahead to submission of the final WHA report.
- 7) **Wildlife Hazard Management Plan** – The Proposer shall include a schedule and proposed cost to review and revise the current Rapid City Regional Airport Wildlife Management Plan meeting the requirements of CFR 139.337, Subparts (c), (d) and (e), if required based on the findings of the WHA.
- 8) **Attachment A – Certification of Prohibited Entity Status** – Must be completed and returned with Proposal
- 9) **Final Deliverables** – Deliverables will include: hard copy and electronic copy of the WHA and one on-site presentation visit. If an update of the WHMP is required, a hard copy and electronic copy of the WHMP will be required.

VII. METHOD OF EVALUATION

Agreement Award – Any Agreement award(s) made by the Airport is subject to prior approval by the Airport Board of Directors.

Award of Agreement shall be made to the most responsible and responsive Proposal from a Firm whose Proposal offers the greatest value to the Airport with regard to the criteria detailed and the specifications set forth herein.

Proposal Evaluation Criteria – Financial terms will not be the sole determining factor in the award. To determine the award, the Airport will use a proposal evaluation method that will enable



them to award an Agreement to the Proposer offering services and experience that represents the best overall value to the Airport. In general, Proposals will be evaluated based on, but not limited to, the evaluation criteria stated below:

Firm Qualifications and Scope of Work (35%) – This category will be evaluated based on:

- Experience in Wildlife Hazard Assessments and in Plan Development
- Ability to meet the Scope of Work as outlined

Management (35%) – This category will be evaluated based on:

- Experience and qualifications of personnel working on the project including the primary Wildlife Biologist
- Ability to meet deadlines and project cost requirements
- Quality control plan and methodology to ensure compliance with, and achievement of, scope of work/services tasks.

Price (20%) – The Price will be evaluated on the proposed cost of performing work as provide in the pricing proposal of each proposing firm.

Quality of Proposal (10%) – The Quality of the Proposal will be evaluated on the overall presentation of the Proposal, the completeness as per instructions, clarity, and content of the Proposal.

VIII. SIGNATURE PAGE

The undersigned Proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Authorized Representative (print): _____

Authorized Signature: _____

Date: _____ Email: _____

Phone #: _____

EXCEPTIONS/DEVIATIONS to this Request for Proposal shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

FIRM PRICING - Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the Agreement.

ADDENDA – <https://rapairport.com/category/projects/>. It is Proposer’s responsibility to check for issuance of any addenda at the above website. The authorized representative hereby acknowledges receipt of the following addenda:

Addenda No: _____ Date: _____ Addenda No: _____ Date: _____

Addenda No: _____ Date: _____ Addenda No: _____ Date: _____



ATTACHMENT A
CERTIFICATION OF PROHIBITED ENTITY STATUS

SDCL 5-18A-51

SDCL 5-18A-1(19A) defines “Prohibited Entity” as follows:

“[A]n organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates, of those entities or business associations, regardless of their principal place of business, which is ultimately owned or controlled by:

- (a) A foreign parent entity from the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela; or
- (b) The government of the People's Republic of China, the Republic of Cuba, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Russian Federation, or the Bolivarian Republic of Venezuela.

A prohibited entity does not include a citizen or legal permanent resident of the United States, or an individual foreign national;

The undersigned hereby certifies the following:

1. I am an authorized representative and agent of _____ (“Bidder”);
2. Check one:
 Bidder is not a Prohibited Entity as defined by SDCL 5-18A-1(19A); or
 Bidder is a Prohibited Entity pursuant to SDCL 5-18A-1(19A) but grounds for waiver exist pursuant to SDCL 5-18A-52. *If marking this option, provide the basis for the requested grounds for waiver.*



3. I understand that a Bidder who becomes a Prohibited Entity, as defined above, at any time after making this certification that it is not a Prohibited Entity, Bidder must provide written notice to the City, who may terminate the contract.

4. I understand that the City of Rapid City has the right to terminate a contract with any contractor who submits a false certification, and that any bidder who submits a false certification may be subject to suspension or debarment under SDCL 5-18D-12.

Dated this _____ day of _____, 20__.

(Contractor Business Name)

By: _____

Printed name: _____

Title: _____

