



REQUEST FOR BOARD ACTION

ITEM NO. 8.

DATE OF MEETING: June 6, 2011

REQUESTED BY: Mark Seitz, Cooperative Extension

SHORT TITLE: Resolution Accepting Giant Salvinia Grant Funds (\$11,455); Authorizing FY 10-11 Budget Amendment; and Authorizing Contract with and Purchase Order to PLM Lake & Land Management Corporation

BACKGROUND: Pender County has received a grant award in the amount of \$11,455 from NC DENR to complete the monitoring work that was needed to verify the eradication of Giant Salvinia found in the River Bend area of the NE Cape Fear River. Giant Salvinia is classified by the federal government as a noxious weed and is targeted for complete eradication. This grant will fund the final year of monitoring on this stretch of the river to ensure previous eradication efforts have been successful.

Bids were solicited for the work to be accomplished with the grant funds. The following bids were received:

- PLM Lake & Land Management Corp.: \$10,599 + \$40/hr for additional chemical application work
- Wayne Batten Agronomic Services: \$15,520 + \$75/hr for additional chemical application work
- Retention Pond Management: \$12,950 + \$85/hr for additional chemical application work

The per hour charge is only going to be incurred IF any Giant Salvinia is found in 2011. After one year of not finding any indication of the presence of this weed, it is not expected that additional spray services will be needed.

It is recommended the project be awarded to the low bidder PLM Lake & Land Management Corporation. Board approval is necessary to authorize a budget amendment to budget for the grant funds, and to authorize a contract with and purchase order to PLM Lake & Land Management Corporation for the work.

SPECIFIC ACTION REQUESTED: To consider a resolution to accept the Giant Salvinia Grant Funds; to authorize a FY 10-11 Budget Amendment; and to authorize a contract with and purchase order to PLM Lake & Land Management Corporation in the amount of \$11,455.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

MB
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby accepts the Giant Salvinia Grant Funds in the amount of \$11,455; authorizes a FY 10-11 Budget Amendment in the amount of \$11,455; and authorizes a contract with and purchase order to PLM Lake & Land Management in the amount of \$11,455. The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

Revenue Line Item: # 20-380002 2011 (GIANT SALVINIA) \$11,455
Expenditure Line Item: # 20-404500 2011 (Contracted Services) \$11,455

AMENDMENTS:

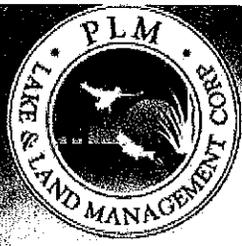
MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Brown ___ Tate ___ Rivenbark ___ Ward ___ Williams ___

George R. Brown, Chairman Date

ATTEST Date



Proposal for
Monitoring Services and Herbicide Applications for
Management of Noxious Aquatic Weed *Salvinia Molesta*

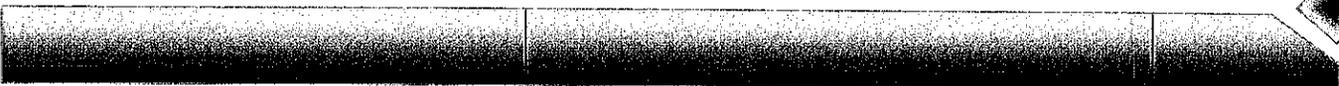
Provided for
Pender County Cooperative Extension Office

by
PLM Lake & Land Management Corp.

MAY 19, 2011

Confidential Information

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May 19, 2011

Pender County Cooperative Extension Office
801 S. Walker Street
Burgaw, NC 28424

To the Pender County Cooperative Extension Office:

Thank you for the opportunity to respond to your request for proposal for "Monitoring Services and Herbicide Applications for Management of Noxious Aquatic Weed *Salvinia Molesta*" dated April 20, 2011. This correspondence includes all information requested in the RFP.

PLM Lake & Land Management Corp. (PLM) has over 30 years of experience in treatment and preservation of watershed areas throughout the mid-west. As a corporation, ownership has never changed throughout these years, and we have maintained one goal: *Quality Invasive Plant Management*. Our experience, along with the long-term relationships with vendors and manufacturers in the industry guarantee our clients the highest level of customer support and technical product support.

PLM has locations in four states including North Carolina, South Carolina, Minnesota, and Michigan. We are members of the Better Business Bureau, AERF, and the Aquatic Plant Management Society. Most recently, we were awarded a multiple year contract for application services at Lake Gaston, North Carolina; the US Department of Forestry in West Virginia; and with the Charleston Weapons Naval Station in South Carolina as a part of a multi-year agreement with the South Carolina Department of Natural Resources where we maintain watershed systems throughout that state. We also hold contracts in Minnesota for state and federal properties through the Minnesota DNR and the US Fish and Wildlife Service. PLM has collaborated with The Nature Conservancy on several projects.

I appreciate the opportunity to provide our services to the Pender County Cooperative Extension Service. If you have any questions, please feel free to contact me at 252-586-2900 extension 5001.

Sincerely,

Brenton D. Silk,
Branch Manager

/ss
enc

PENDER COUNTY
REQUEST FOR PROPOSALS

2011-salvinia

**TITLE: MONITORING SERVICES AND HERBICIDE APPLICATIONS FOR MANAGEMENT
OF NOXIOUS AQUATIC WEED SALVINIA MOLESTA**

RFP#: 2011-salvinia
ISSUE DATE: April 20, 2011
ISSUING AGENCY: Pender County Cooperative Extension Office
AGENCY ADDRESS: 801 S. Walker Street, Burgaw, NC 28425
CONTACT PERSONS: Mark Seitz (910) 259-1235 e-mail: mark_seitz@ncsu.edu
Rob Emens (919) 715-5452 e-mail: rob.emens@ncdenr.gov

PROPOSAL OPENING DATE/TIME: MAY 20, 2011 at 2:00 P.M. Eastern Time

PROPOSAL SUBMISSION:

- Proposals **MUST BE** received by the "ISSUING AGENCY" by the "PROPOSAL OPENING DATE/TIME".
- Proposals **MUST BE** received as **hard copy (paper)** and accompanied with a complete copy of the RFP.
- Proposals sent by E-mail will NOT be accepted.
- Envelopes containing offeror's proposals are to be sealed and **MUST BE LABELED** on the front indicating the offeror's **Official Business Name** and the subject **RFP Number**.
- It is the offeror's responsibility to ensure that their proposal is in the ISSUING AGENCY'S office by the "Proposal Opening Date/Time", as indicated above.
- The "**EXECUTION OF PROPOSAL BY OFFEROR**" page must be signed by the offeror or their authorized representative. Unsigned Proposals will not be accepted.

PRE-PROPOSAL QUESTIONS AND ANSWERS:

All offerors are advised that a Question and Answer Period has been established as of the Solicitation Issue Date until Close of Business (COB) May 6, 2011. Details are provided on page 2.

PRE-PROPOSAL SITE VISIT:

A site visit is not required though strongly encouraged if the offeror is not familiar with the Riverbend site. Please direct all Pre-Proposal Site Visit inquiries regarding this RFP to the attention of **Mr. Rob Emens:**
Phone #: (919) 715-5452 // Email Address: rob.emens@ncdenr.gov

ADDENDUMS:

It is the **offerors responsibility** to respond in the case where addendums to this RFP are released. Offerors must assure that all aspects mentioned in the addendum(s) are met by SIGNING and RETURNING any and all subject addendums. Failure to respond to any and all addendums will disqualify the offerer's proposal. No addendums will be issued after May 10, 2011. Signed addendum(s) can be mailed to the agency address listed above, sent by e-mail, or faxed.

QUESTION AND ANSWER PERIOD

Purpose: The purpose of the Question and Answer (Q & A) Period is to allow all prospective offerors an opportunity to express any concerns, questions, or needed clarifications with the requirements of the tasks to be performed.

Q & A Period:

OPENING: April 20, 2011 - date RFP solicitation issued (same as on page 1)
DEADLINE: May 6, 2011 - until Close of Business (COB)

Direct Questions to:

Also, request copy of
Question and Answer
Summary from:

Mark Seitz
Pender County Center
801 South Walker Street
Burgaw, NC 28425
E-mail: mark_seitz@ncsu.edu

Questions: Questions, if any, must be submitted in written form and shall reference the RFP number. **No Questions will be accepted verbally.** E-mail is preferred.

All questions received up to the DEADLINE date and time, indicated above, will be answered. **Questions received after the DEADLINE will NOT be considered.**

Answers: All questions and respective answers will be consolidated into a Question and Answer Summary for this contract. This summary will be provided to everyone who submitted question(s) and additionally to everyone who requests that this be provided to them. **If you would like a copy of the Question and Answer Summary and you do not submit a question you must request that you are placed on the mailing list and provide an address (e-mail is preferred).**

SCOPE OF WORK

Project Title:

MONITORING SERVICES AND HERBICIDE APPLICATIONS FOR MANAGEMENT OF NOXIOUS AQUATIC WEED *Salvinia Molesta* IN THE HARDWOOD SWAMP OF THE RIVERBEND SUBDIVISION ALONG THE NORTHEAST CAPE FEAR RIVER, PENDER COUNTY, NORTH CAROLINA.

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I. INTRODUCTION:

The NC Giant Salvinia Taskforce (GSTF) is seeking the services of a prudent and qualified offeror (hereinafter referred to as the CONTRACTOR) to reconnoiter a designated boundary of the Riverbend Swamp. The contractor will conduct visual surveys at established grid points with the specific purpose of identifying and documenting the presence of noxious aquatic weeds. Survey points will be referenced with GPS coordinates. Survey data will be recorded on forms supplied by the GSTF. Survey results/data will be provided to GSTF Technical Advisors in a timely fashion throughout the duration of the contract. Also, the contractor will apply herbicide(s) as needed to effectively remove all *Salvinia molesta* detected.

II. BACKGROUND:

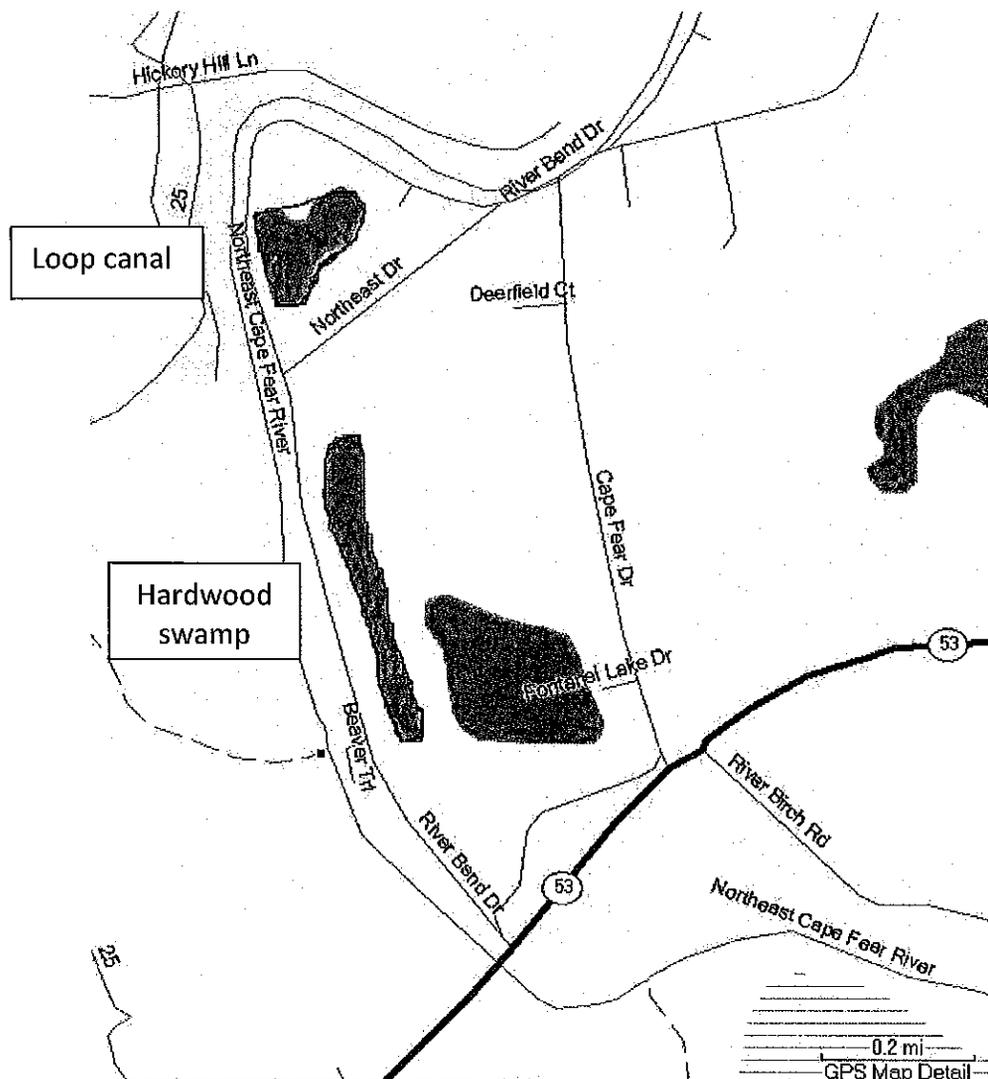
The noxious aquatic weed, *Salvinia molesta*, was inadvertently introduced to the ~25 acre hardwood swamp within the Riverbend community circa 2001. This plant is federally and state listed as a prohibited species and entered North Carolina as a contaminant on water garden specimens. The GSTF has over the last several years reduced the infestation to sparse amounts, and in 2010 none was observed. Eradication is the goal of this project and intensive monitoring is necessary to ensure the rapid detection of any resurgence of Giant Salvinia.

III. SITE LOCATION:

The site is located in Pender County and is just north of SR 53 where it crosses the N.E. Cape Fear River. The closest highway is I40 exit 398. The site can be accessed by taking Cape Fear Drive off of SR 53. While a mandatory site visit has NOT been established, **the GSTF does strongly recommend that all prospective offerors visit Riverbend to familiarize themselves with the type of environment** and the two areas infested with *Salvinia molesta*.

A. Site Map:

The following map shows the two areas that are infested with *Salvinia molesta*. Each area is roughly delineated in **pink**. Labels identify the areas as "loop canal" and "hardwood swamp".



B. Access:

The loop canal can be accessed from various locations as there is a road that circumferences that area. The hardwood swamp area is best accessed from Riverbend Drive which runs along the west side of the swamp (between the river and the hardwood swamp).

IV. CONTRACTOR PREREQUISITES:

- A.** The CONTRACTOR must be able to recognize Giant salvinia and other noxious aquatic weeds (e.g. Water hyacinth, Alligatorweed, etc.) in the field and confidently distinguish them from native plant species.
- B.** The CONTRACTOR must be able to recognize native aquatic vegetation (e.g. Pennywort, Frog's Bit, Liverwort, Duckweed, etc.) in the field and confidently distinguish them from exotic plant species.
- C.** The CONTRACTOR must possess and be proficient at using hand-held (or portable type) GPS device(s) to effectively locate points within the Riverbend sites.
- D.** The CONTRACTOR must possess a current Pesticide Operator License (issued by the North Carolina Department of Agriculture - Pesticide Board) with a valid Category A (aquatics).
- E.** The CONTRACTOR must be experienced with applying aquatic herbicides.

V. TASK DESCRIPTION:

A. Performed by the CONTRACTOR:

- 1. The CONTRACTOR shall furnish all labor, supervision, tools, equipment, herbicides and other materials necessary to perform the contracted services (unless otherwise stated in part B of Task Description).
- 2. The CONTRACTOR shall carry out a monitoring program.
 - a. Contractor will maintain the pre-established survey points within the boundaries of the contract area. Each survey point needs to remain clearly marked. Tags are to be replaced as needed. There are a total of 243 points.
 - b. Each survey point represents the center of an area (approximately 80' x 80') that will be visually inspected for the presence of *Salvinia molesta*. The presence or absence of *Salvinia molesta* will be noted on the survey form supplied by GSTF. Other information to be recorded on the survey form will include date of survey, survey point location unique ID

- numbers, GPS Coordinates (GPS coordinates to be recorded only during first survey), and any other noxious aquatic weeds.
- c. Frequency and Duration: The goal is to reconnoiter each survey point every 15 days (or less) for 20 weeks. Points where *Salvinia molesta* has been found are to be surveyed on an interval of 10 days or less until such points are shown to have no *Salvinia* for 2 cycles.
3. The CONTRACTOR shall apply herbicide(s) in response to observations of *Salvinia molesta* at the Riverbend site (loop canal and hardwood swamp).
 - a. The CONTRACTOR must immediately respond to sightings of *Salvinia molesta* during the scheduled monitoring by spot treating with a contact herbicide if area requiring treatment is less than one acre (< 1-acre).
 - b. The CONTRACTOR is responsible for storage, security, transportation, and labor needed for mixing, loading, and the application of all chemicals.
 - c. It may be necessary for the Contractor to apply multiple treatments to the infestation.
 4. The CONTRACTOR shall contact a GSTF Technical Advisor within two (2) business days if any *Salvinia molesta* is observed at the Riverbend site.
 5. The CONTRACTOR shall maintain detailed log showing the times, places, type(s) of work performed, the equipment used, the brand and quantity of herbicide(s) applied, and the brand and name of any other chemical supplies used. The monitoring work will require the completion of forms that will track timing of visits and observations. These forms will be provided by the GSTF.
 6. The CONTRACTOR shall consult with GSTF Technical Advisor when there is a need for clarification of the infestation area boundaries.
 7. The CONTRACTOR shall consult with a GSTF Technical Advisor in the event unforeseen circumstances arise that, in the CONTRACTOR'S determination, will prevent the CONTRACTOR from safely and effectively performing and/or completing the contracted services.
 8. The CONTRACTOR shall suspend work immediately, if ordered to do so by any Properly Identified Governmental Official. However, the CONTRACTOR shall immediately notify a GSTF Technical Advisor upon any such suspensions.
 9. The CONTRACTOR shall suspend work immediately if continuing work would, in the CONTRACTOR'S opinion, violate any government regulation or create significant environmental damage or health risk. In the event such suspension is deemed necessary, the following shall apply:
 - a. The CONTRACTOR shall immediately notify a GSTF Technical Advisor of such;

- b. The CONTRACTOR shall not resume work, as long as such conditions continue to exist; and
 - c. The CONTRACTOR shall notify a GSTF Technical Advisor when conditions change and work is to resume.
10. The CONTRACTOR shall suspend work immediately, if ordered to do so by a GSTF Technical Advisor. The CONTRACTOR shall not resume work until notified a GSTF Technical Advisor.

B. Performed by the GSTF:

1. The GSTF shall furnish the survey forms used by the CONTRACTOR to collect raw data from the field. The GSTF shall be responsible for transferring raw data from the survey forms into an electronic database.
2. Herbicide prescriptions will be provided to the CONTRACTOR by the GSTF if area requiring treatment exceeds one (1) acre. Prescriptions will detail specific herbicides, rates, timing, locations, and may include a FastEST analysis program. All chemicals and FastEST analysis listed in prescriptions will be provided by the GSTF.
- 3a. A GSTF Technical Advisor or other member of the GSTF may suspend work at any time if:
 - Site conditions change dramatically due to adverse weather (such as flooding) or other natural catastrophe;
 - Pertinent information arises which will affect the operations and was not available and/or provided at the time of execution of the contract;
 - Operations are not obtaining the desired results;
 - Operations are causing or might cause damage to the land or adjacent land, or;
 - Operations are causing or might cause significant environmental or health risks.
- 3b. Upon such suspension, a GSTF Technical Advisor or member of the GSTF shall notify the CONTRACTOR when such conditions no longer exist and when, or if, the CONTRACTOR may resume work.
4. The GSTF Technical Advisors and members of the GSTF reserve the option to be on site during any and/or all operations to perform audits, provide assistance, or engage in any other activity relevant to the project.
5. A GSTF Technical Advisor will perform a final SITE INSPECTION before final payment will be made.
6. The GSTF will have the final decision in all matters regarding this contract.

C. Timeline:

The CONTRACTOR must not begin work prior to June 5, 2011, and all work must be completed prior to October 31, 2011.

D. Deliverables:

1. The Contractor will maintain the established survey points and establish additional points if such is determined necessary by the GSTF.
2. The Contractor will record presence or absence of *Salvinia molesta* and other noxious aquatic weeds (see web link below) on forms provided by the GSTF. Copies of completed forms are to be e-mailed to the GSTF Technical Advisors within ten (10) business days of data collection. Originals are to be collectively submitted to the GSTF at the end of the contract.

http://www.ncwater.org/Education_and_Technical_Assistance/Aquatic_Weed_Control/noxious_weeds.pdf

3. The CONTRACTOR must apply herbicide(s) labeled for use at this type of site responding to observations of *Salvinia molesta*. The CONTRACTOR must conduct applications specified in all prescriptions issued by the GSTF during the Contract Period. The presence of actively growing *Salvinia molesta* within the project boundaries during the final site visit may jeopardize full payment.
4. The CONTRACTOR shall brief the GSTF by submitting written summaries of the project status each month. Summaries are to be approximately 1-page in length and may include general observations, plant responses to herbicide applications or environmental conditions, the number of man-hours spent on the project, unforeseen challenges that were encountered, advancements, shortcomings, etc. These reports also provide the contractor the opportunity to make recommendations or express concerns that are pertinent to the project.
5. The CONTRACTOR shall maintain detailed logs showing the times, places, type(s) of work performed and the quantity of herbicide(s) applied. The Contractor will meet all requirements of the NCDA&CS Pesticide Division record-keeping requirements (see also Provision VI E). Copies of the logs will be submitted to the GSTF at the end of the contract. The GSTF reserves the right to request copies of the detailed logs and/or additional information pertinent to this project at any point during the contract.

VI. ENVIRONMENTAL OR REGULATORY CONSTRAINTS:

- A.** The CONTRACTOR must comply with all existing state and federal laws, rules and regulations relating to security, transporting, mixing, loading, the application of chemicals, and disposal of chemical containers during this contract period.
- C.** The CONTRACTOR must immediately report all spills or loss of herbicide occurring in the CONTRACTOR'S performance of work during this contract to the appropriate regulatory agencies and to a GSTF Technical Advisor.
- D.** The CONTRACTOR shall be responsible for cleanup and for all cleanup costs, penalties, and other expenses arising from any such herbicide spill or loss during this contract period.
- E.** The CONTRACTOR shall keep at least five (5) years records for each day's operations showing the area treated, herbicides applied, mixtures and applications used, names of individuals actually performing the work, weather conditions, and any other information required by government regulation and the provisions listed in this scope of work.
- F.** The CONTRACTOR assumes all risks of bodily injury or death and property damage inherent in or arising out of the work performed during this contract.

VII. CONTRACT PERIOD

The contract period will be from date of award until October 31, 2011.

VIII. PAYMENT AND INVOICING REQUIREMENTS:

- A. Payment:** Compensation will be rendered by Pender County to the CONTRACTOR in accordance with the provisions of the awarded contract. Such compensation will be for authorized services performed by the CONTRACTOR and upon the County's receipt and approval by the GSTF of Proper Invoice(s) documenting the costs incurred in the performance of work under the contract while accompanied by any necessary supporting documents.

For the purpose of this contract, a SITE INSPECTION by a GSTF Technical Advisor is required before final payment will be made.

- B. Invoicing:** Pender County considers a **Proper Invoice** as a formal document under the CONTRACTOR'S letterhead, showing the CONTRACTOR'S itemized charges incurred in the performance of the work authorized under the provisions of this contract.
- C. Submission:**
 - 1. Invoices are to be submitted to the Issuing Agency on a monthly basis, or a single invoice after providing all services.

2. Final invoice must be received by the Issuing Agency with 60 days after the end of the contract period.
3. Amended or corrected invoices must be received by the Issuing Agency within 90 days after the end of the contract period.
4. Invoice(s) received from the CONTRACTOR later than 90 days after the end of the contract period may be returned without action.

IX. KEY PERSONNEL:

For the purpose of this contract GSTF Technical Advisors are the primary points of contact for all operational concerns regarding this contract. The Contract Administrator shall be considered the authorized representative for billing purposes.

A. GSTF Technical Advisor:

Mr. Rob Emens

NC Dept. of Environment and Natural Resources - Division of Water Resources
1611 Mail Service Center
Raleigh, NC 27699-1611
Telephone Number: (919) 715-5452 or (919) 302-3204
Email Address: rob.emens@ncdenr.gov

B. GSTF Technical Advisor:

Mr. Rick Iverson

NC Dept. of Agriculture and Consumer Services - Plant Industry Division
1060 Mail Service Center
Raleigh, NC 27699-1060
Telephone Number: (919) 733-6930
Email Address: Rick.Iverson@ncagr.gov

C. Contract Administrator:

Mr. Mark Seitz

Pender Cooperative Extension Office
801 S. Walker Street
Burgaw, NC 28425
E-mail address: mark_seitz@ncsu.edu

GENERAL INFORMATION ON SUBMITTING PROPOSALS

1. **EXCEPTIONS:** All proposals are subject to the terms and conditions outlined herein. All responses shall be controlled by such terms and conditions and the submission of other terms and conditions, price lists, catalogs, and/or other documents as part of an offeror's response will be waived and have no effect either on this Request for Proposals or on any contract that may be awarded resulting from this solicitation.

Offeror specifically agrees to the conditions set forth in the above paragraph by signature to the proposal.

2. **CERTIFICATION:** By Executing the proposal, the signer certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that none of our officers, directors, or owners of an unincorporated business entity has been convicted of any violation of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and that we are not an ineligible vendor as set forth in G.S. 143-59.1. False certification is a Class I felony.
3. **ORAL EXPLANATIONS:** The issuing agency shall not be bound by oral explanations or instructions given at any time during the competitive process or after award.
4. **REFERENCE TO OTHER DATA:** Only information which is received in response to this RFP will be evaluated; reference to information previously submitted shall not be evaluated.
5. **ADDITIONAL INFORMATION:** Each offeror is cautioned that the issuing agency is not obligated to ask for or accept, after the opening date for the receipt of proposals, data which is essential for a complete and thorough evaluation of the proposals. The issuing agency may award a contract based on initial offers received without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable and complete price and technical terms which the offeror can submit.
6. **ELABORATE PROPOSALS:** Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

In an effort to support conservation and sustainability efforts we solicit your cooperation in this matter.

It is desirable that all responses meet the following requirements:

- All copies are printed **double sided**.
 - All submittals and copies are printed on **recycled paper with a minimum post-consumer content of 30%** and indicate this information accordingly on the response.
 - Unless absolutely necessary, all proposals and copies should **minimize or eliminate use of non-recyclable or non re-usable materials** such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - Materials should be submitted in a format which allows for **easy removal and recycling** of paper materials.
7. **PRICING:** If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. The right is reserved to accept other than the lowest priced proposal as may be determined to serve the best interest of the issuing agency.
 8. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that the proposal offered is in strict compliance with these specifications, and the successful offeror will be held responsible therefor. Deviations must be explained in detail on an attached sheet(s).
 9. **LIABILITY:** The successful offeror shall assume liability for damage or loss resulting from the wrongful act(s) and/or negligence of its employees while engaged in the performance of the contract. The contractor or its insurer shall reimburse the Contracting Agency for any such damage or loss within 30 days after a claim is submitted.
 10. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by offerors in preparing or submitting offers are the offerors' sole responsibility; the issuing agency will not reimburse any offeror for any costs incurred prior to award.
 11. **TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days. Although the contract is expected to be awarded prior to that time, the 90 day period is requested to allow for unforeseen delays.

12. **TITLES:** Titles and headings in this RFP and any subsequent contract are for convenience only and shall have no binding force or effect.
13. **CONFIDENTIALITY OF PROPOSALS:** In submitting its proposal the offeror agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the using or issuing agency, government or private, until after the award of the contract. Offerors not in compliance with this provision may be disqualified, at the option of the issuing agency, from contract award. Only discussions authorized by the issuing agency are exempt from this provision.
14. **RIGHT TO SUBMITTED MATERIAL:** All responses, inquiries, or correspondence relating to or in reference to the RFP, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the offerors shall become the property of the issuing agency when received.
15. **OFFEROR'S REPRESENTATIVE:** Each offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
16. **SUBCONTRACTING:** Offerors may propose to subcontract portions of the work provided that their proposals clearly indicate what work they plan to subcontract and to whom and that all information required about the prime contractor is also included for each proposed subcontractor.
17. **PROPRIETARY INFORMATION:** Trade secrets or similar proprietary data which the offeror does not wish disclosed to other than personnel involved in the evaluation or contract administration will be kept confidential to the extent permitted by NCAC T01:05B.1501 and G.S. 132-1.3 if identified as follows: Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL". Any section of the proposal which is to remain confidential shall also be so marked in boldface on the title page of that section. Cost information may not be deemed confidential. In spite of what is labeled as confidential, the determination as to whether or not it is shall be determined by North Carolina law.
18. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, the issuing agency invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.

GENERAL CONTRACT TERMS AND CONDITIONS (Contractual and Consultant Services)

1. **GOVERNING LAW:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
2. **SITUS:** The place of this contract, its situs and forum, shall be Pender County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
3. **INDEPENDENT CONTRACTOR:** The Contractor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with Pender County.
4. **KEY PERSONNEL:** The Contractor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Contract Administrator. The individuals designated as key personnel for purposes of this contract are those specified in the Contractor's proposal.
5. **SUBCONTRACTING:** Work proposed to be performed under this contract by the Contractor or its employees shall not be subcontracted without prior written approval of the Contract Administrator. Acceptance of an offeror's proposal shall include any subcontractor(s) specified therein.
6. **PERFORMANCE AND DEFAULT:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner the obligations under this agreement, the issuing agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Contractor shall, at the option of the issuing agency, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding, the Contractor shall not be relieved of liability to Pender County for damages sustained by

PENDER COUNTY
REQUEST FOR PROPOSALS

2011-salvinia

Pender County by virtue of any breach of this agreement, and the issuing agency may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due to Pender County from such breach can be determined.

In case of default by the Contractor, the issuing agency may procure the services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. Pender County reserves the right to require performance bond or other acceptable alternative guarantees from successful offeror without expense to Pender County. The performance bond, if required, must be obtained from a company licensed in North Carolina with a Best's current rating of not less than "A-".

In addition, in the event of default by the Contractor under this contract, Pender County may immediately cease doing business with the Contractor, immediately terminate for cause all existing contracts the has with the Contractor, and debar the Contractor from doing future business with Pender County.

Upon the Contractor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Contractor, Pender County may immediately terminate, for cause, this contract and all other existing contracts the Contractor has with Pender County, and debar the Contractor from doing future business with Pender County.

Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

7. **TERMINATION:** The issuing agency may terminate this agreement at any time by 30 days notice in writing to the Contractor. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the issuing agency, become its property. If the contract is terminated by the issuing agency as provided herein, the Contractor shall be paid for services satisfactorily completed, less payment or compensation previously made.
8. **AVAILABILITY OF FUNDS:** Any and all payments to the Contractor are dependent upon and subject to the availability of funds to the issuing agency for the purpose set forth in this agreement.
9. **CONFIDENTIALITY:** Any information, data, instruments, documents, studies or reports given to or prepared or assembled for the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the issuing agency.
10. **CARE OF PROPERTY:** The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished it for use in connection with the performance of this contract and will reimburse Pender County for loss or damage of such property.
11. **COPYRIGHT:** No deliverable items produced in whole or in part under this agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
12. **ACCESS TO PERSONS AND RECORDS:** The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. The Contractor shall retain all records for a period of three years following completion of the contract.
13. **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.
14. **AFFIRMATIVE ACTION:** The Contractor shall take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or disability.
15. **INSURANCE:** During the term of the contract, the contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the contractor shall provide and maintain the following coverage and limits:
 - a. Worker's Compensation - The contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$150,000.00, covering all of Contractor's employees who are engaged in any work under the contract. If any work is subcontracted, the contractor shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the contract

- b. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability).
- c. Automobile - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the contract. The minimum combined single limit shall be 150,000.00 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.

Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this contract. The limits of coverage under each insurance policy maintained by the contractor shall not be interpreted as limiting the contractor's liability and obligations under the contract.

16. **ADVERTISING:** Contractor agrees not to use the existence of this contract, Pender County, or the name of the issuing agency as part of any commercial advertising.

17. **ENTIRE AGREEMENT:** This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This Request for Proposals, any addenda thereto, and the offeror's proposal are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

18. **AMENDMENTS:** This contract may be amended only by written amendments duly executed by the issuing agency and the Contractor.

19. **GENERAL INDEMNITY:** The contractor shall hold and save Pender County, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the contractor in the performance of this contract and that are attributable to the negligence or intentionally tortuous acts of the contractor provided that the contractor is notified in writing within 30 days that Pender County has knowledge of such claims.

PROPOSAL CERTIFICATION BY OFFEROR

By submitting this proposal, the potential contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- It can obtain insurance certificates as required within 10 business days after notice of award.
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein unless otherwise noted have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The offeror is aware of prevailing conditions associated with performing these services.
- The offeror can and will provide the specified performance bond or alternate performance guarantee (if applicable).
- The potential contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions.
- The offeror will comply with the provisions of the Equal Employment Practices Act set out in Article 49A of Chapter 143 of the North Carolina General Statutes.
- The offeror will comply, as applicable, with the provisions of the Wage and Hour Act, Occupational Safety and Health Act of North Carolina, Controlled Substance Examination Regulation, Retaliatory Employment Discrimination, Safety and Health Programs and Committees, Workplace Violence Prevention, and other applicable provisions of Chapter 95 of the North Carolina General Statutes regarding labor standards.
- The offeror will comply with all applicable requirements of all other federal, state and local government laws, executive orders, regulations and policies governing this program.

EXECUTION OF PROPOSAL BY OFFEROR

Therefore, in compliance with this Request for Proposals, and subject to all certifications, terms and conditions herein, the undersigned offers and agrees, if this proposal is accepted within 90 days from the date of the opening, to furnish the subject services at the propose price, as per the enclosed Cost Proposal page.

Offeror: PLM LAKE & LAND MANAGEMENT CORP.	Check Appropriate Status— Business Owned/Controlled
Address: 1375 NC Highway 903	African American { }
City/State/Zip: Littleton, NC 27850	Woman { }
Telephone Number: 252-586-2900	Hispanic { }
Fax Number: 252-586-2205	Handicapped { }
	Other Minority { } Specify:
E-Mail address: brents@plmcorp.net	
Principal Place of Business if different from above (See General Information on Submitting Proposals, Item 18): 800 N Milford Rd. Suite 700 Milford, MI 48381	
Will any of the work under this contract be performed outside the United States? (If yes, describe in technical proposal.)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SIGNATURE: 	Title: Branch Manager
Typed or Printed Name: Brenton D. Silk	Date: 05/19/2011
Key Personnel/Individual Assigned To This RFP By The Offeror: Brenton D. Silk	Title : Branch Manager

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

**FAILURE TO SIGN AND RETURN THIS PAGE WITH YOUR PROPOSAL,
WILL CAUSE YOUR PROPOSAL TO BE REJECTED.**

A) REFERENCES/CLIENT NAMES

Prospective Contractor shall supply (maximum of 3) references of government agencies and/or private firms for which it has done similar or related work during the past three years.

1. Agency or Firm Name: South Carolina Department of Natural Resources
Business Address: 2730 Fish Hatchery Road, West Columbia, SC 29172
Contact Person: Chris Page, Program Coordinator
Phone Number: 803-755-2872

2. Agency or Firm Name: Lake Gaston Weed Control Council
Business Address: 138 Gail Drive, Littleton, NC 27850
Contact Person: Dr. Elton Brown, President
Phone Number: 434-447-7400

3. Agency or Firm Name: Tri-County Lake Administrative Commission
Business Address: 400 Scruggs Road, Suite 200, Moneta, VA 24121
Contact Person: Pam Dinkle, Lake Management and Project Coordinator
Phone Number: 540-721-4400

B) ATTACH COST PROPOSAL
(See page 18)

C) ATTACH COPY OF PESTICIDE OPERATORS LICENSE
(Brent Silk, John Jessup, Robert Cernuda Attachment A)

**MONITORING SERVICES AND HERBICIDE APPLICATIONS FOR MANAGEMENT OF
NOXIOUS AQUATIC WEED SALVINIA MOLESTA**

Cost Proposal

For bidding and billing purposes the tasks have been divided into Part A and Part B. Invoicing for services provided as described in Part A cannot exceed the amount entered in Part A below. The amount entered in Part B will be referenced only if/when herbicide applications occur.

You must enter amounts for Part A and Part B.

Part A

To provide monitoring services, completed survey forms and to maintain survey points:

Total Cost =

\$ 10,599.00

Part B

To conduct herbicide applications - this includes the application of contact herbicides as immediate responses to sightings of *Salvinia molesta* and all applications associated with prescriptions issued by the GSTF. *The clock-time for each application event shall begin at mixing/loading and does not include travel, meals, etc.*

Cost per man-hour =

\$ 40.00

*RFP Number: 2011-salvinia (Riverbend Contract):
Question and Answer Summary*

Question #1:

I know the GSTF provided all chemicals last year, even for less than one acre and just wanted to be sure that is the same for 2011. Please let me know if that is the way it will be this year.

Answer #1:

The GSTF did provide the applicator with all herbicides used at the Riverbend site last year but this year will be handled just slightly different. This year the contract obligates the applicator to be prepared to quickly respond to Giant Salvinia sightings (ideally herbicide would be applied to initial finds on the same day as the reconnaissance work). The contract was written this way because applicators in this business tend to already have products they like and use. The GSTF assumes that a qualified applicator likely has products within their inventory that would be effective as a first response to any sighting of Giant Salvinia, additionally; the GSTF did not want to delay a response by having to coordinate a delivery of a small amount of products to the site and/or contractor. With that said the GSTF does not expect that there will be a significant amount of Giant Salvinia. None was found last year and with the monitoring frequency set forth Giant Salvinia plants should be found before they develop large colonies.

Note: The contract does obligate the GSTF to supply the applicator with all chemicals needed to control Giant Salvinia within the Riverbend site if the nascent of large population occurs. The contract specifically gives "1 acre" as the point where chemicals will then be supplied by the GSTF. The "1 acre" breakpoint is a rough measurement; any amounts of Giant Salvinia that cumulatively add up to close to an acre will be rounded up and trigger the GSTF to draft a prescription. All in all the cost of herbicides anticipated to be part of the applicators "out-of-pocket" expenses will be MINOR relative to overall expense to perform the services required by this contract. The contract was specifically drafted this way so that if at any time during the contract period herbicide cost becomes a measurable factor (i.e. an acre or more needs to be treated) that burden will not fall onto the contractor.

Question #2:

How much control of the nuisance vegetation identified is required?

Answer #2:

Giant Salvinia must be fully controlled such that no viable plants remain at the Riverbend site by October 31, 2011. Noxious aquatic weeds other than Giant Salvinia will be handled on a control as needed basis and the GSTF will make recommendations based on the monitoring data and any personal observations/opinions shared by the contractor. Should the GSTF recommend control measures for noxious aquatic weeds other than Giant Salvinia the contractor may be offered the opportunity to conduct the herbicide

applications. In such a case the contractor will be compensated at the rate specified in "Part B" of the cost proposal.

Note: The contract neither obligates the applicator to manage noxious aquatic weeds other than Giant Salvinia nor restricts the GSTF from recruiting other applicators to conduct this work.

Question #3:

We understand the salvinia is to be eradicated by the use of contact herbicides. Are only contact herbicides allowed for controlling other nuisance vegetation?

Answer #3:

No. The GSTF assumes that an immediate response to sightings of small colonies of Giant Salvinia would entail the use of a contact herbicide. However, the contract does not intend to direct the applicator to use a specific active ingredient, mode of action, brand, or otherwise.

Note: In the case where the GSTF drafts a prescription, there will be specifics as far as what products will be used. In the case where the GSTF recommends herbicide applications targeting noxious aquatic weeds other than Giant Salvinia all products will be supplied to the applicator.

Question #4:

Part B in the Cost Proposal asks for a cost per man-hour. Does this include material prices?

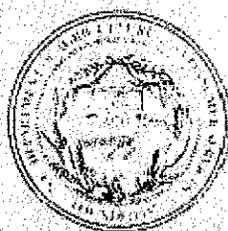
Answer #4:

No, also see answer #1.

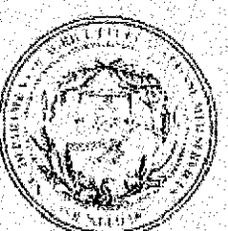
A handwritten signature in black ink, appearing to be a stylized name or set of initials, located at the bottom center of the page.

Attachment A:

PLM Lake & Land Management NC Pesticide Applicator Licenses

2011	NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES STEVE TROXLER, COMMISSIONER LICENSE / CERTIFICATE By Authority of the NC Pesticide Board	LICENSE / CERTIFICATE NO 026-25531
NOT TRANSFERABLE STATUTE GS 116-116		
CLASSIFICATION	026-Ground Pesticide Applicator	
EXPIRATION DATE	12/31/2011	
CATEGORIES	GAHE	
LICENSEE OR CERTIFICATION	SILK, BRENT PLM LAKE & LAND MGMT. 1375 NC HWY 903 LITTLETON NC 27850	
THIS LICENSE / CERTIFICATE MAY BE SUBJECT TO REVOCATION OR SUSPENSION AS PROVIDED BY LAW.		 STEVE TROXLER, COMMISSIONER

2011	NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES STEVE TROXLER, COMMISSIONER LICENSE / CERTIFICATE By Authority of the NC Pesticide Board	LICENSE / CERTIFICATE NO 026-13260
NOT TRANSFERABLE STATUTE GS 116-116		
CLASSIFICATION	026-Ground Pesticide Applicator	
EXPIRATION DATE	12/31/2011	
CATEGORIES	AHR	
LICENSEE OR CERTIFICATION	CERNUDA, ROBERT R PLM LAKE & LAND MGMT COMPLIANCE 800 MILFORD RD. STE 700 MILFORD NC 48381	
THIS LICENSE / CERTIFICATE MAY BE SUBJECT TO REVOCATION OR SUSPENSION AS PROVIDED BY LAW.		 STEVE TROXLER, COMMISSIONER

2011	NORTH CAROLINA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES STEVE TROXLER, COMMISSIONER LICENSE / CERTIFICATE By Authority of the NC Pesticide Board	LICENSE / CERTIFICATE NO 026-28138
NOT TRANSFERABLE STATUTE GS 116-116		
CLASSIFICATION	026-Ground Pesticide Applicator	
EXPIRATION DATE	12/31/2011	
CATEGORIES	AE	
LICENSEE OR CERTIFICATION	JESSUP, JOHN ERIC PLM LAKE AND LAND MGMT. 1375 NC HWY 903 LITTLETON NC 27850	
THIS LICENSE / CERTIFICATE MAY BE SUBJECT TO REVOCATION OR SUSPENSION AS PROVIDED BY LAW.		 STEVE TROXLER, COMMISSIONER