



Smith Mountain Lake: The Jewel of the Blue Ridge

TRI-COUNTY LAKE ADMINISTRATIVE COMMISSION

Request for Proposal for a Survey of Aquatic Vegetation in Smith Mountain Lake Due Date: 3 P.M. – February 2, 2012

1. Proposal

The Tri-County Lake Administrative Commission, a joint administrative commission formed by the counties of Bedford, Franklin and Pittsylvania, (herein referred to as TLAC), is requesting proposals from qualified firms to provide a survey of a large portion of the shoreline of Smith Mountain Lake (SML), to be begun the last week of August and completed no later than September 10th, to identify the location and types of aquatic vegetation that are present. SML is an inland body of water with over 500 miles of shoreline and 20,260 surface acres of water. In previous years, the following aggressive invasive aquatic vegetation species have been identified in SML: Hydrilla, Brazilian elodea and Curlyleaf pondweed.

2. Scope of Work

- a. **Identification and Mapping:** Contractor is to provide a detailed, scaled, ArcView compatible map of SML, clearly indicating where native and non-native vegetation exists from the shoreline (full pond is 795') to a depth of 15', and clearly identifying the aquatic vegetation species along with a detailed report indicating the findings including, a qualitative indication of the amount and density of the vegetation and the size of the bed. The density indication will be determined utilizing a scale which will be provided to the successful bidder.
- b. **Identification of Aggressive Invasive Aquatic Vegetation:** Any sightings of aggressive invasive aquatic vegetation such as, but not limited to, Hydrilla, Brazilian elodea, Curlyleaf pondweed and Eurasian watermilfoil **are to be reported, and samples from each location are to be provided, to the Lake Management and Project Coordinator at the TLAC office within 48 hours** of the identification. TLAC will reserve the right to ask the contractor to take a designated person(s) to that location for verification of the presence and identification of the aquatic vegetation.
- c. **Methodology:** This survey is to be accomplished utilizing the point-intercept vegetation survey methodology of Madsen (1999). Approximately 1,650 predefined points are to be surveyed. A list of these points will be provided to the successful bidder in decimal degrees format. The waypoints have been developed using GIS software and a 300' by 300' grid. An aquatic vegetation sampling device (throw rake) is to be utilized to verify all visual observations with vegetation presence and identification included. The rake should be tethered to a 25' rope and should be tossed into the water and allowed to sink until it contacts the bottom. At that point, the rake should be slowly pulled back into the boat. At a minimum, this rake toss should be completed three times, each in a different direction at each waypoint. As needed, additional rake tosses should be completed when invasive aquatic vegetation is found to allow for accurate determination of the size and density of the vegetation bed. The survey will also include a record of all other visible aquatic vegetation in the areas surrounding each point.

- d. **GPS equipment:** GPS equipment comparable with Trimble GO/XM unit. Data files must be in a format (using decimal degrees format) compatible with ArcGIS. An accuracy of no less than 1 - 3 meters is required.
- e. **Final Report:** **The final report shall include the map (see Section 2.a.), a written executive summary of the aquatic vegetation survey results and a spreadsheet with details.** The map will clearly indicate where native and non-native vegetation was found during the survey. The executive summary/written overview will summarize the details of the aquatic vegetation identified in the lake and provide an aquatic vegetation analysis of the overall lake as well as different portions (Rivers, Creeks, etc.) of the lake. This executive summary shall not exceed four (4) pages. The final report shall also include a Microsoft Excel compatible spreadsheet which will include detailed information of the aquatic vegetation species identified at SML, including a calculation of the frequency of occurrence, density, size of bed, depth of the water at each location where vegetation is identified, as well as all information noted in Section 2. A sample spreadsheet is attached as Exhibit B. Twenty-five (25) copies of the final report shall be prepared and no more than two (2) presentations will be provided to TLAC representatives to review details of the findings. Additionally, at TLAC's option, two days of on-water review of locations and areas selected by TLAC, is to be provided.

3. Credentials

All bidders must submit a statement listing their credentials to conduct such a survey and their ability to identify aquatic vegetation species. This statement should include a description of similar surveys of lakes conducted by the firm.

4. Bidder Information

It is the responsibility of the Contractor to inquire about and clarify any requirements of this request for proposals that is not understood. Any interpretation of these specifications shall be requested in writing no later than seven (7) working days before the date set for the opening of proposals. Any interpretation made to a prospective contractor will be expressed in the form of a FAQ sheet which will be included with the RFP information on our website, www.sml.us.com. Only at the request of a prospective contractor will this FAQ sheet be mailed. Such a request must be made no later than seven (7) working days before the date set for the opening of proposals.

5. Additional Information Required in Proposal

- a. Minimum of five references including name, current address and telephone number. At least two references must be for previous and/or current customers on large lakes, such as SML.
- b. Description of equipment to be used in this project, most specifically the type of boat to be used and GIS equipment.
- c. The total price to be furnished is to include all services, including the rental of any and all equipment. Price will be considered but will not be the sole determining factor.
- d. Proposal should include how specific species of vegetation will be identified (see section #3).
- e. Experience and knowledge of Rules and Regulations for Enforcement of the Virginia Pesticide Law.
- f. Proof of level of Insurance noted in Exhibit A.
- g. Cost changes (provide 2 as described below) to TLAC for:
 - i. Each additional 50 sites that are added for surveying at the same time as the rest of the survey work, or eliminated from the initial total of 1,650 points. These would be groups of 50 waypoints located close to existing sites, and not randomly dispersed sites.

- ii. Each additional 50 points if they are to be surveyed at a different time (separate mobilization required) than the 1,650 point survey. If there is to be an additional charge for the separate mobilization, that amount is to be listed separately from the cost of surveying the 50 points.
- h. Six (6) copies of the proposal should be submitted in one envelope.

6. Evaluation Criteria

The successful bidder shall be determined by the “competitive negotiation” process as defined in Section 2.2-4301, Code of Virginia 1950, as amended. Price will be duly considered, but may not be the sole determining factor.

Proposals will be evaluated using the following criteria:

- Qualifications
- Background and experience in providing these services
- Responsiveness
- References
- Specific plans or methodology to be used to perform these services
- Mapping capabilities
- Proposal completeness
- Availability
- Credentials

Following an evaluation of the written proposals, TLAC may, at its discretion, engage in discussions with the bidders deemed fully qualified. TLAC will then select a contractor and execute a contract for services to be rendered. All bidders responding to this Request for Proposal will be notified as to the status of the contract award.

7. TLAC Rights

TLAC reserves the right to reject any and all bids, to contact any bidder or references prior to award for explanation or clarification and to waive informalities in the bids.

8. Bid Binding

The contents of the proposal submitted by the contractor shall become an attachment to and made part of the agreement to be executed between the contractor and TLAC. This Request for Proposal shall become a part of the final contract. TLAC reserves the right to withhold payment to contractor if any of the articles in this document are not upheld, until the situation is rectified.

9. Withdrawal of Bids

Bids may be withdrawn by the procedure set forth in Section 2.2-4331A(i) Code of Virginia.

10. Payment

Payment for all work performed will be made within the customary time period after the satisfactory completion of services as outlined in the contract.

11. General Terms and Conditions

All General Terms and Conditions (attached) must be met.

12. Completion of Project

It is expected that the contractor will survey the waypoints between the last week of August and the first week of September as this is the most advantageous time in the vegetation cycle to accurately identify the majority of the different species. It is anticipated that TLAC will elect to act on the report during that growing season, and herbicide application will be effective at that time.

13. Renewal

The contract to perform the scope of work shall be for a one (1) year period. TLAC will have the option to renew this one year contract for one renewal of one (1) year without going out for bid. All other terms and conditions contained in the original contract shall carry into the renewal year, if exercised. If TLAC determines that the contract is to be renewed, a 2-month (60 days) written notice will be provided by TLAC to the contractor. Unless such notice is provided, the contract will not renew.

14. Conclusion

Interested bidders shall submit the sealed, written proposal, by mail, to Pam Dinkle, Lake Management and Project Coordinator, Tri-County Lake Administrative Commission, **P. O. Box 55, Moneta, VA 24121**, OR in person, at their office at 400 Scruggs Road, Suite 200, Moneta **no later than 3:00 p.m. on Thursday, February 2, 2012**. Bids received by another method (e.g. fax, email) or after this date and time will not be accepted. Please contact Pam Dinkle, Lake Management and Project Coordinator, at (540) 721-4400 for further information.

A Smith Mountain Lake map is available upon request.

EXHIBIT A
GENERAL TERMS AND CONDITIONS

1. General Provisions

Nothing in any resulting contract shall be construed as authority for either party to make commitments which will bind the other party beyond the scope of service contained herein. This contract is subject to appropriations by the Tri-County Lake Administrative Commission (TLAC).

2. Laws of the Commonwealth

A. Any purchase order or contract resulting from this solicitation shall be governed in all respects whether as to validity, construction, performance, or otherwise by the laws of the Commonwealth of Virginia. The Contractor providing goods or services to TLAC under this contract assures TLAC that it is:

1. Conforming to the provisions of the Civil Rights Act of 1964, as amended, the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended, where applicable;
2. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986, or Sec. 2.2-4311.1 Code of Virginia.
3. Complying with Federal, State and local laws and regulations applicable to the performance of the services procured; and
4. Submitting the bid or proposal in full compliance with the Virginia Conflict of Interest Act.

B. In every contract of over \$10,000.00, the Contractor agrees during the performance of this contract that:

(1) The Contractor (A) will not discriminate against any employee or applicant for employment because of race, color, sex, disability, or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor, (B) will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and (C) will state that the Contractor is an Equal Opportunity Employer in all solicitations or advertisements for employees place by or on behalf of the Contractor under this contract. All notices, advertisements, and solicitations placed in accordance with federal law or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section;

(2) The Contractor will include the provisions of the foregoing subparagraph 2(B) (1) in every subcontract or purchase order under this Contract of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor; and

(3) In every contract of over \$10,000.00, the Contractor agrees during the performance of the contract that:

The Contractor shall (A) provide a drug-free workplace for its employees; (B) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, possession, or use of a controlled substance or marijuana is prohibited in its workplace and specify the actions which will be taken against any employee for a violation; (C) state in all of its solicitations or advertisements for employees that it maintains a drug-free workplace; and (D) include the provisions of this sub-paragraph in every subcontract or purchase order of over \$10,000.00 so that said provisions shall be binding upon each subcontractor or vendor.

For purpose of this sub-paragraph, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the provisions of the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

(4) In addition to the provisions contained in subparagraph 3 pertaining to drug-free workplace, Contractor shall comply with the Federal Drug Free Workplace Act.

C. Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, TLAC does not discriminate against faith-based organizations.

“Faith-based Organization” means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided, pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services, or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between TLAC and a faith-based organization, you are hereby notified as follows:

Neither TLAC’s selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider’s charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis or religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your

rights have been violated, please discuss the complaint with your provider or notify the Lake Management and Project Coordinator.

3. Certifications

The Contractor certifies that:

1. The bid offer (A) is made without prior participation, understanding, agreement, or connection with any corporation, firm or person submitting a bid/offer for the same materials, supplies, equipment, or services with respect to the allocation of the business afforded by or resulting from the acceptance of the bid or proposal, (B) is in all respects fair and without collusion or fraud, and (C) is or is intended to be competitive and free from any collusion with any person, firm or corporation;
2. The Contractor has not offered or received any kickback from any other bidder or Contractor, supplier, manufacturer, or subcontractor in connection with the bid/offer on this solicitation. A kickback is defined as an inducement for the award of a contract, subcontracts or order, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan, subscription, advance, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract;
3. The Contractor is not a party to nor has he participated in or is obligated or otherwise bound by agreement, arrangement or other understanding with any person, firm or corporation relating to the exchange of information concerning bids, prices, terms or conditions upon which the contract resulting from the acceptance of his bid proposal is to be performed;
4. The Contractor understands that collusive bidding is a violation of the Virginia Governmental Frauds Act and federal law, and can result in fines, prison sentences and civil damage awards and agrees to abide by all conditions of this proposal; and
5. The Contractor or subcontractor has not and will not confer on any public employee having official responsibility or a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

4. Authorized to Transact Business in the Commonwealth

- a. If Contractor is organized as stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership it shall certify that it is authorized to transact business in the Commonwealth as a domestic for foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
- b. Any contractor organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any contractor that

is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

- c. Any contractor described in Subsection 4 that fails to provide the required information shall not receive an award unless a waiver of these requirements and the administrative policies and procedures is granted by the Director of the Department of General Services or his designee or by the chief executive of TLAC.
- d. Any contractor described in subsection 4 that enters into a contract with TLAC pursuant to the chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the contract.
- e. TLAC may void any contract with a contractor if the contractor fails to remain in compliance with the provisions of the section.

5. Warranties

Any goods or services furnished by Contractor under the contract shall be covered by the most favorable warranties provided by the Contractor to any customer; the rights and remedies hereby provided are in addition to any and do not limit those otherwise available to TLAC. The Contractor agrees that if such warranties are in respect breached, the Contractor will pay to TLAC the full contract price agreed to by TLAC to be paid for the supplies, materials, equipment or services furnished under the bid or proposal.

6. Modification, Additions or Changes

Modifications, additions or changes to these terms and conditions may not be made except in writing and agreed to by TLAC; however, no fixed priced contract may be increased by more than twenty-five (25) percent of the amount of the contract of \$50,000.00 whichever is greater without the approval of the Board of Directors. The amount of any contract may not be increased for any purpose without adequate consideration provided to TLAC.

7. Assignment

It is understood that TLAC reserves the right to assign its interest in this contract. The contract may not be assigned, sublet, or transferred by the contractor, without the written consent of TLAC.

8. Default

In the case of default or breach by the Contractor or the failure of the Contractor to deliver the services in conformance with the specifications in the contract, TLAC shall give written notice to the Contractor specifying the manner in which the contract has been breached. If TLAC gives such notice of breach and the Contractor has not corrected the breach within fifteen (15) days of receipt of the written notice, TLAC shall have the right to immediately rescind, revoke or terminate the

contract and in addition to any other remedies available at law to procure such services from other sources and hold the Contractor responsible for any and all excess cost occasioned thereby.

9. Indemnification

The Contractor shall indemnify and hold harmless TLAC, its officers, boards, commission, agents, and employees as well as the Counties of Bedford, Franklin and Pittsylvania against and from any and all claims, demands, causes of action, actions, suits, proceedings, damages, costs, or liabilities (including costs or liabilities of TLAC with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damage to person or property, and regardless of the merit of any of the same, against all liability to others, and against any loss, cost, and expenses resulting or arising out of any of the same, including the attorney's fees, accounting fees, per diem expenses, traveling and transportation expenses or other costs or expenses arising out of or pertaining to the performance of the Agreement, unless resulting from the negligence of TLAC or its offices, boards, commission, agents or employees.

10. Ownership of Documents

Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligations under any resulting contract shall be remitted to TLAC by the Contractor upon completion, termination or cancellation of this Contract. Contractor shall not use, willingly allow or cause to have such material used for any purpose other than performance of Contractor's obligations under this contract without the prior written consent of TLAC. TLAC shall own the intellectual property rights to all material produced under this contract.

11. Required Payment

Pursuant to Section 2.2-4354 of the Code, the Contractor Covenants and agrees to:

- a) within seven (7) days after receipt of any amounts paid to the Contractor under the Contract, (i) pay any subcontractor for its proportionate share of the total payment received from TLAC attributable to the work under the contract performed by such subcontractor, or (ii) notify TLAC and the subcontractor in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
- b) provide its federal employer identification number or social security number, as applicable, before any payment is made to the Contractor under the Contract; and
- c) pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the Contractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under the Contract, except for amounts withheld pursuant to subparagraph 11a. (above).
- d) Include in its contracts with any and all subcontractor the requirements of a, b, and c above.

12. No Waiver

Any failure of TLAC to demand rigid adherence to one or more of this Agreement's provisions in the Contract, on one or more occasions shall not be construed as a waiver nor deprive TLAC of the right to insist upon strict compliance with the terms of this Contract. Any waiver of a term of this Contract, in whole or in part, must be in writing and signed by the parties granting the waiver to be effective.

13. Termination

TLAC may terminate the resulting Contract for its convenience upon thirty (30) days written notice to the Contractor. The Contractor shall not be paid for any service rendered or expense incurred after receipt of such notice except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of the Contractor's work under this Contract.

If termination is for the Contractor's breach of the requirements of this Agreement, including the schedule set forth herein, the Client shall be entitled to recover reasonable costs, damages, and/or attorney's fees caused by the Contractor's breach. In such case, written notice of termination shall be given as provided in this Agreement.

14. Choice of Law

To ensure uniformity of the enforcement of this Contract, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

15. Forum Selection

The parties hereby submit to the personal jurisdiction and venue of any state or federal court located within the Commonwealth of Virginia for resolution of any and all claims, causes of action or disputes arising out of or related to this Contract. The parties further agree that any claims, causes of action or disputes arising out of, relating to or concerning this contract shall have jurisdiction and venue only in the Circuit Court of Bedford or in the U. S. District Court of Virginia.

16. Severability

If any provision of this Contract is held to be illegal, invalid, or unenforceable, or is found to be against public policy for any reasons, such provision shall be fully severable and this Contract shall be construed and enforced as if such illegal, or unenforceable provision had never been part of this Contract, and the remaining provisions of this Contract shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision, or by its severance from this Contract.

17. Disadvantaged Business Enterprise Policy

It is the policy of TLAC to use Disadvantaged Business Enterprises (DBE's) wherever possible in contracting. All bidders are requested to utilize DBE's if possible.

Employer Discrimination by Contractor Prohibited:

A) During the performance of this Contract, the Contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of this contract. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

The Contractor will not discriminate against and will make reasonable efforts to accommodate disabled persons as required by the Americans with Disabilities Act.

Notices, advertisements and solicitations placed in accordance with Federal Law, Rules, or Regulations, shall be deemed sufficient for the purpose of meeting the requirements of this section.

B) The Contractor will include the provisions of the foregoing paragraphs in every Subcontract or Purchase Order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

18. Bid Information

Submission of Post-Bid Information shall be in accordance with the Contract Documents.

The successful Bidder shall be responsible for securing and paying for all required permits.

All bids shall remain valid for a period of sixty (60) days after scheduled closing time for receipt of bids.

19. Insurance

The contractor shall carry and maintain until acceptance of the work such Workman's Compensation, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operation under this contract whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them. Insurance coverage shall be as follows:

- a. Workman's Compensation Insurance as required by the Commonwealth of Virginia.
- b. Contractor's Public Liability and Property Damage Liability Insurance in an amount of \$1,000,000 for injuries, including accidental death, to any one person. Subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident; the Contractor's Property Damage Insurance in an amount not less than \$100,000 for each occurrence and aggregate will also be carried.
- c. Sub-contractor's Public Liability and Property Damage Insurance as specified in 7b above.
- d. Automobile and Watercraft Public and Property Damage Insurance in an amount not less than \$1,000,000, single limit for injuries.

- e. Contractor should include in bid the Pollution Liability Coverage expected to be carried on this project.

20. Liability Insurance

Such insurance must be issued by a company admitted within the Commonwealth of Virginia, with at least a Best's Key Rating of A:V1. The Contractor shall provide TLAC with a certificate of insurance showing such insurance to be in force and providing that the insurer shall give TLAC at least 30 days notice prior to cancellation or other termination of such insurance.