

2009 Boll Weevil Contractual Survey Service Solicitation
Contract Number: 001BWE2009NC

Objective:

The purpose of this solicitation for bid is to secure personnel and supportive services needed to place, service and remove boll weevil traps in North Carolina based on trapping specifications and contract guidelines.

General Contract Terms:

- A. The term of this contract is for a single season period beginning August 3, 2009 and continuing until November 22, 2009.
- B. Bids are to be submitted on the basis of price per trap per cycle. Offers should identify the bid unit block. Separate offers are to be made for each block. Offers must remain good 30 days from date of opening. The Boll Weevil Eradication Foundation, Inc. (hereafter referred to as the Foundation, Inc.) is not required to take the lowest bid. Previous work performance and ability to perform in the future will be taken into consideration in awarding bids.

All bidders shall submit **3 references with contact information** and statements with the bids outlining their qualifications to perform requested services.

The Foundation, Inc. reserves the right to cancel any part or the entire contract at any time.

- C. The Foundation, Inc. agrees to furnish traps, stakes, tips, pheromone dispensers, and kill strips as needed for the performance of the contract. Additionally, the Foundation, Inc. shall supply one bar code scanner and one computer per bid unit. The Foundation assumes responsibility for any treatments or other activities required to react to a boll weevil capture. The Foundation, Inc. agrees to pay contract invoices **within 15 days by direct deposit** after receipt, inspection, and approval for payment by the Program Manager.
- D. Offerers 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.
- E. Award-Acceptance will be made of the Proposal, judged by the Foundation that is deemed to be the most advantageous to the Foundation, all factors considered. The right is reserved by the Foundation to accept or reject any and all proposals or to waive any informality in proposals.

- F. The Contractor agrees that he shall be responsible for the proper custody and care of any State-owned or Foundation-owned property furnished to him for use in connection with the performance of his contract, and will reimburse the State or Foundation for its loss or damage.
- G. The Foundation, may from time to time, require changes to the scope of services performed under this contract. Such changes shall be mutually agreed upon by and between the Contractor and the Foundation, and shall be incorporated by written amendments to this contract.

Conditions of the Contract

A. Liabilities of Contractor and Foundation, Inc.

- 1. The parties intend and agree that an independent contractor relationship will be created by this contract. Contractors are not to be considered an agent or employee of the Foundation, Inc. for any purpose, and the employees of the Contractor or any subcontractor are not entitled to any of the benefits that the Foundation, Inc., provides for its employees. The Foundation, Inc. will not assume any responsibility whatsoever for loss or damage of equipment owned or operated by the Contractor, his employees or subcontractors, or for the injury to or death of the Contractor, his agents, or employees or subcontractors. The Contractor will be responsible for any negligent or wrongful acts or omissions of the subcontractor(s) incidental to the performance of this contract. The Contractor will hold and save the Foundation, Inc., harmless from all liability, from any death or damage to all persons or to real or personal property. Further, Contractor agrees to indemnify and hold harmless the Foundation, Inc., and their agents and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action arising out of performance of the work herein, which is for bodily injury, illness or death, or for property damage, including loss of use, and caused in whole or in part by Contractor's negligent act or omission, or that of a subcontractor. The Contractor will not be responsible for any negligent or wrongful acts or omissions of the U. S. Department of Agriculture's cooperators or their employees, or the Foundation, Inc., and it employees, or of any participating State agency and its employees.

B. Insurance

- 1. The Foundation, Inc. requires the Contractor to procure and maintain at his own expense for the duration of the contract the following coverage.

The Contractor shall provide, annually, a certificate of insurance from the insurer(s) verifying the extent of coverage under each policy with the Boll Weevil Eradication Foundation, Inc. **No invoices will be processed until proof of insurance is verified. Insurance must be in effect prior to picking up traps and supplies.**

- a. Liability insurance on all ground vehicles owned, leased, or subcontracted by the Contractor and used in performance of the contract shall not be less than \$100,000/\$300,000 for Bodily Injury per occurrence/aggregate and not less than \$100,000 Property damage per occurrence/aggregate. Such insurance shall include non-owned vehicle coverage, if applicable.
- b. Public liability and property damage insurance in the amount of \$1,000,000.00 (to include Contractor's protective insurance) that shall protect the Contractor and any subcontractors performing work covered by the contract from claims for: 1) damages for personal injury including death and 2) property damages which may arise from operations under the contract, whether such operations are by the Contractor or any subcontractor or are by anyone directly or indirectly employed by either of them. The Foundation shall be named as an additional insured on this policy.
- c. Standard Workers' Compensation and Employers' Liability Insurance as required by State and/or Federal law covering all employees engaged in on site performance for the Contractor, if applicable.

C. Employment

1. The Contractor will be subject to all Federal and State laws, statutes, regulations or other proceedings regarding equipment and payment of personnel.

D. Equal Opportunity

1. The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (21 CFR, Ch. 60): During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

- b. The Contractor will comply with all provisions of Executive Order No.11246 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor.

E. Basis for Assessment of Penalties: Termination of Contract

1. In the event a Contractor's performance is unacceptable and warnings and penalties have been imposed without satisfactory improvement, the Foundation, Inc. has the right to terminate the contract. Under these circumstances or for any other situation involving contractual default, the Contractor will be subject to and held responsible for associated costs and/or losses including but not limited to additional costs to continue services, correction of deficiencies, services not performed, and lost, wasted, or misused Foundation, Inc. supplies. Unpaid invoices will be held pending an assessment of the extent of damages.
2. The Foundation, Inc. or Contract Supervisors, using the Trapping Quality Control Worksheet (Attachment III) will perform quality control. The Foundation, Inc. or Contract Supervisor shall randomly check and evaluate at least 25 traps per bid unit per cycle. Trapping quality control work sheets will be completed for each trap monitored. These reports will be sent to the Contractor on the completion of each quality control cycle. A negative response on any item that remains uncorrected during any cycle will result in a penalty not to exceed 20% of compensation for a trapping cycle. Items noted as unacceptable or needs improvement require immediate corrective action. Failure to comply within a reasonable period will result in the assessment of penalties or other appropriate action.

“Pre” or “Post” dating of traps will result in a minimum \$500.00 penalty.

Penalties will be imposed at the discretion of the Foundation, Inc. and/or Contract Supervisor based on quality control reports, other observations and recommendations of field personnel performing quality control functions. The basis and amounts of penalties are outlined in Attachment IV.

3. Quality control will also include the placement of marked boll weevils in traps at a targeted minimum rate of one marked weevil per bid unit in each trapping cycle. The number of “marked” weevils set may vary from contract unit to contract unit and from cycle to cycle. Contractors must find and report at least 80% of set “marked” weevils. Failure to do so will

result in contract reevaluation.

4. Any weevils or suspect weevils found must be reported to the Contract Supervisor on the same day collected. Failure to do so will result in a minimum 10% penalty per weevil for the individual cycle. Information regarding the trap identification number must be supplied to program personnel at the time of reporting. Marked weevils are to be turned in to Contract Supervisors after each cycle. In the event marked boll weevils are not reported, the following procedure will apply:
 - a. Contract Supervisors will review trapping report to determine whether or not the trap was serviced.
 - b. If the trap was serviced and reported functional, a penalty of \$200.00 will be imposed.
 - c. If the trap was serviced and reported nonfunctional or replaced with a new trap no penalty will be imposed, nor shall any reward be paid.

REWARD: Marked weevils that are promptly (24 hr.) reported within the correct trapping cycle will result in a reward of \$25.00 for each marked weevil. It is the Foundation's sincere desire to ensure that the need to assess penalties will not arise and a positive working relationship will be maintained throughout the term of the contract.

5. Any trap found by NCDA&CS or Foundation personnel after the completion of trap pull shall result in a minimum \$100.00 per trap penalty.

F. Payment

1. Payment shall be made **within 15 days by direct deposit** upon submission and approval of an invoice. Each invoice shall reference the solicitation number, bid unit, cycle number and specify the number of traps serviced during each cycle. Trapping reports and/or other supporting data will be submitted with the statement as evidence of work performed. Contractor must return all Foundation/NCDA&CS supplies and/or equipment before payment of final invoice.

Contract Specifications

A. Maps

1. Computer-generated maps showing the location of cotton fields will be supplied to the Contractor by the NCDA & CS. In the event NCDA & CS is unable to print maps in a timely manner, contractors will be given a CD of appropriate maps and become responsible for printing. Upon submittal of receipt, the Foundation will reimburse contractors the price of printing.

Comment [11]: Wont they possibly have to print the maps themselves?

B. Trapping

1. A maximum of one trap per quarter section grid shall be placed in grid where cotton is present. Traps must be a minimum of one half mile apart.
2. When possible, traps should be oriented toward roads. Otherwise, traps should be set by field access areas.
3. At initial trap set a bar code label, provided by the Foundation Inc., shall be placed on the interior of the cup. Upon trap placement and each subsequent visit the barcode shall be scanned and properly recorded into the scanner. In addition, unit and trap number and date will be written on each trap using an indelible/permanent marker.
4. Contractor shall upload field data collected by bar code scanner daily. Any missed or otherwise unaccounted for trap shall be immediately corrected. No invoice will be processed until all traps in the respective work unit are accounted for.

C. Trap Placement

1. Traps shall be placed at prime locations and spaced to permit the highest degree of exposure to all portions of the grid. Traps must be a minimum of one half mile apart. After sites are selected, traps are to be set where least likely to be disturbed by farm or road equipment (Bush hogs, sprayers, and pickers, etc.). Every effort should be made to protect trap and provide good field coverage.
2. Traps will be kept free from visual and structural interference, including

tall grass or vines. Trap placement should allow good visibility. If this cannot be accomplished, the trap should be moved to a more suitable location. Additionally, the Contract Supervisor must be notified.

3. Trap site selection will not be based solely on accessibility for servicing. Weevils re-entering the area will most likely hitchhike on vehicles. Traps should be oriented to roads, paths and other access areas to fields unless otherwise specified by the Foundation representative.

D. Trap Servicing

1. Traps shall be serviced every four weeks and shall take place 25 to 28 days from the previous servicing date.
2. Beginning with installation one pheromone dispensers shall be placed in trap. At each subsequent servicing, one fresh pheromone dispensers are to be placed in the trap. Dispensers are to be left in the trap for eight weeks. On the third and subsequent cycles, the oldest dispensers are to be removed from the trap. The old dispensers are to be taken from the field for proper disposal. Old dispensers must not be dropped on the ground.
3. Beginning with installation, a barcode label provided by the Foundation Inc. shall be place on the interior of the cup. Upon trap placement and each subsequent visit the barcode shall be scanned and properly recorded into the scanner. In addition, each trap shall be identified by a unit and trap number and shall be dated when serviced using an acceptable indelible/permanent marker.
4. At each service date, traps will be examined and determined to be functional. A functional trap is described as follows:
 - (a) All components are present and correctly assembled. (Example: The capture cylinder must be twisted and locked in place. Cylinders not locked in place will be considered as a non-functional trap). See Attachment V.
 - (b) The spacing attachments on the cone are present and secure located in the receiving slots of the cup.
 - (c) The entry hole at the top of the screen is open and without distortion or obstruction.

- (d) A kill strip shall be placed inside the trap. Kill strips should be changed halfway through the trapping season.
- (e) The screen, cylinder, and cup are clean and free of mud and spider webs or other foreign matter.
- (f) Properly mounted on a stake and clearly visible.
- (g) Stake planted securely in the ground and holds trap upright.
- (h) Inoperable or missing trap components shall be replaced immediately.

E. Trapping/Service Schedule

1. Traps may be set beginning on August 3, 2009 with a deadline for completion by August 30, 2009.
2. Traps will be serviced in accordance with the Trap Cycle Schedule (see Attachment VII).
3. Removal of traps will begin on October 26, 2009 with completion set for November 22, 2009.
4. In the event a boll weevil is caught, the number of traps and servicing will increase. The Foundation, Inc. will, at its discretion, negotiate with the Contractor to provide additional services in such instances.
5. Traps at the option of the Foundation, Inc. are to be removed from the field by the Contractor and disposed of in a manner approved by the Foundation.
6. All fiberglass stakes must be removed from the field and returned to the Foundation, Inc.

F. Reporting

1. The Contractor will be responsible for advising the Foundation, Inc. of any fields which were reported to be planted or destroyed and to report the location of fields which were unreported. Reporting will consist of the farm number, tract number, field number, acreage and owner and/or operator.

2. The Contractor will be responsible for reporting by telephone suspect or positive boll weevil captures on the day they are found. All such weevils will be submitted for identification to the contract supervisor.
3. The Contractor will be responsible for submitting survey data upon request to the Foundation, Inc. or its cooperators.

G. Other Information

1. The Contractor, when insurance is in effect, is responsible for picking up traps and supplies from a location(s) designated by the Foundation, Inc.
2. The Contractor is responsible for entering and treating private property with respect, to drive with care, and close gates as appropriate.
3. The Contractor is responsible for utilizing and distributing trapping supplies and materials to trappers in a responsible manner that will minimize loss and waste. Misuse may result in a penalty or termination of contract.
4. The contractor is responsible for replacement cost of abused or lost Foundation or NCDA&CS issued equipment. Contractor must return all Foundation/NCDA&CS supplies and/or equipment before payment of final invoice.
5. The Contractor is responsible for providing adequate supervision and direction to employees, agents, and subcontractors.
6. The Contractor will store traps and trap parts in a secure area protected from weather or any other elements which may deteriorate the trap, trap part, or containers. **Pheromone dispensers and insecticide strips will be stored according to label instructions.** Trappers should carry no more dispensers to the field than what will be needed for the day.
7. All successful bidders are required to attend a one-day orientation program.
8. There is **no** fuel allowance provision in this single year contract.
9. **If questions arise concerning contract interpretation, the Boll Weevil Program Manager will give the final interpretation.**

Reference: Supply three (3) references of government agencies (excluding the

Foundation and NCDA & CS) or private firms for whom you have provided services in the last two (2) years.

After proposals are received, the Foundation reserves the right to inquire as to the firm's experiences, record of performance, length of time in business, and financial resources and credit rating.

1. Name of Firm: _____
Business Address: _____
Mailing Address: _____
Contact Person: _____
Telephone: _____
Email: _____

2. Name of Firm: _____
Business Address: _____
Mailing Address: _____
Contact Person: _____
Telephone: _____
Email: _____

3. Name of Firm: _____
Business Address: _____
Mailing Address: _____
Contact Person: _____
Telephone: _____
Email: _____

REQUEST FOR QUOTATION

Bidder: _____
Name: _____
Address: _____
Telephone Number: _____ **Fax Number:** _____
E-Mail Address: _____
Is this a corporation: YES NO
If the answer is NO, please provide a Federal Tax ID or Social Security Number: _____

I hereby offer to supply services:

	Price per trap per cycle	Order of Preference
Bid Unit _____	\$ _____	_____
Bid Unit _____	_____	_____
Bid Unit _____	_____	_____
Bid Unit _____	_____	_____
Bid Unit _____	_____	_____

I am limited to provide services in _____ bid unit(s). My preferences are indicated above.

I have read, understand, and will abide by the conditions and specifications contained in Solicitation Number 001BWE2009NC.

I further understand the Contracting Officer will assign a Foundation Representative (F.R.) To provide technical assistance and to assess the quality of my performance and based on the representative's assessment, I may be subject to penalties as outlined in this solicitation.

Signature: _____ **Title:** _____ **Date:** _____

2009 Boll Weevil Trapping Work Units

Unit Number	Counties
1	Northampton, Hertford
2	Gates, Chowan, Perquimans, Pasquotank, Camden, Currituck
3	Halifax, Warren
4	Bertie, Martin
5	Franklin, Nash, Edgecombe, Wilson
6	Pitt, Beaufort
7	Washington, Hyde, Tyrrell, Dare
8	Craven, Pamlico, Carteret, Jones
9	Johnston, Lee, Harnett, Cumberland
10	Wayne, Greene, Lenoir
11	Sampson, Duplin, Pender, Onslow
12	Roberson, Bladen, Columbus
13	Hoke, Scotland
14	Richmond, Anson, Union, Stanly, Cabarrus, Davidson, Rowan, Montgomery Cleveland, Rutherford, Lincoln, Catawba, Iredell

2008 Trapping

Data

Unit	Acres	Traps
1	44104	1178
2	36504	912
3	45884	1187
4	58756	1479
5	47950	1208
6	29395	728
7	23476	489
8	14068	395
9	21983	688
10	36120	895
11	24578	680
12	21359	395
13	14571	375
14	14327	460

*2008 trapping data is based upon 2008 contract and deemed reliable but not guaranteed.

**Boll Weevil Trapping Quality Control Worksheet
Unsatisfactory Work Performance**

UNIT NO.	FIELD NO.	DATE CHECKED
<input type="text"/>	<input type="text"/>	<input type="text"/>

QUAD Field Border Clean: Yes No

CATEGORY	COMMENTS
Trap Placement	
Number of Traps	
Trap Site Selection	
Trap Distribution	
Traps in Stable Location	
Trap Servicing	
Traps Functional	
Serviced on Schedule	
Current Lure Present	
Traps Dated	
Field / Unit Identification	
Lure Removed From Field	
Trap Areas Clear	
Traps Standing	
Map Quality	
Field Location	
Field Configuration	
Trap Location	

LAST DATE CHECKED	TRAPPER NAME
<input type="text"/>	<input type="text"/>
	SIGNATURE
	<input type="text"/>

Boll Weevil Penalties and Rewards

Number of “marked” weevils set may vary from contract unit to contract unit and from cycle to cycle. The following rates are suggested:

One marked boll weevil per unit, per cycle

Penalties and Awards:

Any marked weevil found - \$25.00 reward per weevil.

“Pre” or “Post” dating of traps will result in a minimum \$500.00 penalty.

Failure to report any weevils or suspect weevils to the contract supervisor on the same day collected will result in a minimum 10% penalty per weevil for the individual cycle.

Marked weevil missed - \$200 fine

Trap Cycle Completion Dates¹

Cycle 1: August 3- August 30, 2009	Trap Installation
Cycle 2: August 31- September 27, 2009	Trap Service
Cycle 3: September 28 - October 25, 2009	Trap Service (change kill strip)
Cycle 4: October 26 - November 22, 2009	Traps Inspected and removed

¹This schedule assumes information from FSA will be available to complete mapping of fields in a timely manner. If not, an adjustment may be made in the trap cycles. The last trap cycle may be lengthened or shortened due to seasonal conditions or the number of cycles may be increased or decreased due to program requirements.