

New York State Department of Environmental Conservation  
Division of Lands and Forests  
Invasive Species Coordination Unit  
625 Broadway, Floor 5  
Albany, NY 12233-4250

**Request for Quotation (RFQ)**

Hydrilla management via benthic matting in Henrietta, NY

**Re-Release Date: Monday, December 7, 2015**

**Quote due date and time: Monday, December 28, 2015 at 2:00 PM**

### **Article 1: Background/ Scope of Work/ Detailed Specifications**

See the attached Scope of Work for detailed project information.

### **Article 2: Mandatory Requirements**

All quotes submitted in response to this RFQ must include the following information. Failure to submit any of the following mandatory requirements may result in your quote being considered non-responsive and may result in elimination from further consideration.

1. Submit completed Quote Form, Substitute W-9, and MacBride Fair Employment Form.
2. Quoter's must include a lump sum cost estimate for all applicable salary, travel, supplies and materials, and any other necessary expenses for completion of this project.

### **Article 3: Method/ Response to RFQ Inquires**

All requests for information pertinent to the preparation and submission of the quote and the procurement process are to be made in writing to Catherine McGlynn, NYS DEC, 625 Broadway, Floor 5, Albany, NY 12233-4250, 518-408-0436, [catherine.mcglynn@dec.ny.gov](mailto:catherine.mcglynn@dec.ny.gov). No other Department employee is to be contacted regarding the procurement process.

The Department is responsible for providing addenda or responding to questions only from those persons or firms having obtained the Request for Quotation documents from the Department. Persons of firms obtaining the RFQ document from sources other than the Department, bear the sole responsibility for obtaining any addenda issued, or responses to questions about the project. If it is necessary to revise this RFQ before the due date for quotes, revisions will be provided only to those who have requested the RFQ documents from the Department.

### **Article 4: Quote Submittal**

Quotes are due to be submitted by email or mail to the Department in Albany, New York. Please put in the subject line of the email or on the envelope the following statement: Quote: "Hydrilla Management in Henrietta, NY" RFQ. **Quote Due Date and Time: Monday, December 28, 2015 at 2:00 PM.**

NYS DEC, Division of Lands and Forests, Invasive Species Coordination Unit  
625 Broadway, Floor 5  
Albany, NY 12233-4250  
Attention: Catherine McGlynn  
[catherine.mcglynn@dec.ny.gov](mailto:catherine.mcglynn@dec.ny.gov)

Please note that the above deadline is for receipt of the quote at the Department's Invasive Species Coordination Unit in Albany, New York, not for mailing or entrusting to a delivery service. Late quotes will be returned unopened.

Quote submissions must include:

1. Complete Quote Form
2. Proposal
3. MacBride Fair Employment Principles/Non-Collusion Requirements/State Ethics Law/Procurement Lobby Law Provision Form
4. Substitute W-9

5. Procurement Lobbying Law Bidder/Proposer's Disclosure
6. Procurement Lobbying Law Purchase Order Requirements
7. Form A- State Consultant Services – Contractor's Planned Employment
8. Proof of Worker's Compensation Insurance coverage or exemption (see Insurance Considerations)
9. Proof of Disability Benefits or exemption (see Insurance Considerations)

**Article 5: Term**

The term of this agreement will be from January 1, 2016 to December 31, 2016 with the option to amend and extend the contract for up to two one year periods, for a maximum term of three years.

**Article 6: Terms and Conditions**

**Responsive:** Quoters are advised that failure to use the attached forms, and adhere to the quote requirements, instructions, conditions and timetable may result in a quote being judged non-responsive.

**Offer firm for 60 days:** The offer is firm and not revocable for a period of sixty days from the quote opening date. Subsequent to the expiration of the sixtieth day, the offer may be withdrawn in writing.

**Non-Committal Clauses:** This RFQ does not commit DEC to award a Contract, pay any costs incurred in the preparation of a quote in response to this Request for Quotes, or to procure or Contract for services or supplies. DEC reserves the right to accept or reject any or all Quotes received as a result of this RFQ, to negotiate with all qualified sources, or to cancel, in part, or in its entirety, this RFQ if it is in the best interest of DEC to do so.

**Standard Contract Clauses:** The successful Proposer will be required to comply with all of the mandatory New York State Contracting provisions contained in:

- a. Appendix A - Standard Clauses for all New York State Contracts

**Indemnification Clause:** The Contractor shall be responsible for all damage to life and property due to activities of the Contractor, its subcontractors, agents, or employees, in connection with its services under this Contract. This obligation is in no way limited by the enumeration of insurance coverages hereunder. Further, it is expressly understood that the Contractor shall indemnify and save harmless the Department, its officers, employees, agents, and assigns in accordance with the provisions of Appendix B, Clause II.

**Insurance Considerations:** The Contractor agrees to procure and maintain at its own expense and without expense to the Department insurance of the kinds and amounts hereinafter provided by insurance companies licensed to do business in the State of New York, covering all operations under this Contract.

The Contractor shall furnish a certificate or certificates showing that it has complied with the Worker's Compensation and Disability Benefits requirements of this Article detailed below.

The Contractor shall maintain as part of its records a certificate or certificates and appropriate endorsements showing that it has complied with the liability insurance requirements of this Article detailed below. The Department reserves the right to request and/or examine the liability insurance certificate or certificates and all applicable endorsements, in accordance with the details outlined in paragraph 10 (Records) of Appendix A to this Contract. Failure of the Contractor to produce the required insurance coverage, endorsements and supporting documentation may be grounds for termination of this Contract. The certificate or certificates shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of the Contractor's activities.
- All liability insurance certificate(s), endorsement(s) and supporting documentation shall list the State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, *(specific program address must be entered)*, as the additional insureds.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department.
- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, *(specific program address must be entered)*, as certificate holder.

- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later.
- Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

The following types of insurance are required for this Contract:

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**1. Workers' Compensation:**

For work to be performed in New York State, the Contractor shall provide and maintain full New York State (NYS listed in item 3a of the policy's Information Page) coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Agency and will only be granted in unique or unusual circumstances.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| <b>FORM #</b>       | <b>FORM TITLE</b>  |
|---------------------|--|
| C-105.2             | Certificate of Workers' Compensation Insurance (September 2007, or most current version) |
| U-26.3              | State Insurance Fund Version of the C-105.2 form   |
| SI-12/<br>GSI-105.2 | Certificate of Workers' Compensation Self-Insurance                                      |
| CE-200              | Certificate of Attestation of Exemption (when Contractor meets the requirements.)        |

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Workers' Compensation Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

**2. Disability Benefits:**

For work to be performed in New York State, the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement

must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

| FORM #   | FORM TITLE   |
|----------|--|
| DB-120.1 | Certificate of Insurance Coverage under the New York State Disability Benefits Law |
| DB-155   | Certificate of Disability Self-Insurance   |
| CE-200   | Certificate of Attestation of Exemption (when Contractor meets the requirements.)  |

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

*Please note that ACORD forms are **NOT** acceptable proof of New York State Disability Benefits Insurance coverage.*

Additional information can be obtained at the Workers' Compensation website:

<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

### 3. **Commercial General Liability Insurance:**

Contractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$1,000,000
- General Aggregate – \$2,000,000

Coverage shall include, but not be limited to, the following:

- Premises liability
- Independent contractors
- Blanket contractual liability, including tort liability of another assumed in a contract
- Defense and/or indemnification obligations, including obligations assumed under this contract
- Cross liability for additional insureds
- Products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract
- Explosion, collapse, and underground hazards
- Contractor means and methods
- Liability resulting from Section 240 or Section 241 of the New York State Labor Law

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
- b. CG 20 10 11 85, or, an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

- c. CG 25 03 11 85 or, an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

**4. Business Automobile Liability:**

Contractor shall provide and maintain Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000 and shall name the State of New York and NYS Department of Environmental Conservation, *Division of Lands and Forests, Invasive Species Coordination Unit*, as additional insureds.

If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Comprehensive Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

**5. Marine Protection & Indemnity:**

Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnify Liability insurance for all marine operations under the Agreement, with a minimum \$1,000,000 limit. The State of New York and NYS Department of Environmental Conservation shall be endorsed as an Additional Insured.

**6. Umbrella and Excess Liability:**

When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

**Article 7: State's Reserved Rights**

To enable the State to acquire commodities, technology and services at the lowest price or best value from responsible and responsive offers, the State reserves rights to:

1. Define requirements to meet agency needs and to modify, correct and clarify requirements at any time during the process provided the changes are justified and maintain fairness in contracting with the business community;

2. Accept and/or reject any or all Proposals, and waive technicalities or portions of the Proposals in the best interest of the State;
3. Establish terms and conditions which must be met by all offerers and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any offerer;
4. Establish, where permitted by the solicitation, conditions under which the scope of the contract can be expanded and criteria for price increases or decreases during the contract period;
5. Award contracts for any or all parts of the RFP in accordance with the Method of Award;
6. Consider every offer as firm and not revocable for a period of up to sixty (60) days from the quote opening or such other period of time specified in the solicitation. Subsequent to such sixty (60) day or other specified period, an offer may be withdrawn in writing;
7. Have the option to require a bond or other guarantee of performance, and to approve the amount, form and sufficiency thereof.

#### **Article 8: Means of Compensation**

Contractor shall provide complete and accurate billing invoices to DEC in order to receive payment. Billing invoices submitted to DEC must contain all information and supporting documentation required by the Contract, DEC, and the State Comptroller. Payments will be made in accordance with Article XI-A of the State Finance Law.

Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us), or by telephone at 518-402-4067. Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

#### **Article 9: Method of Award**

The Department will award to the lowest, responsive, responsible quoter whose quote meets all of the terms and conditions of this RFQ. In the event of a tie, the best qualified offerer, based on information provided, will be selected. The basis for determining the award shall be documented in the Procurement Record. The response to this RFQ shall be firm and not revocable for a period of sixty (60) days.



## Quote Proposal Form

Hydrilla Management via Benthic Matting in Henrietta, NY

Quoter's Name: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Town, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Social Security Number or  
Federal Identification  
Number: \_\_\_\_\_

Total Contract Price: \$ \_\_\_\_\_

Total Contract Price  
(written out): \_\_\_\_\_

Date: \_\_\_\_\_

Quoter's Signature: \_\_\_\_\_  

(Note: By signing here, you are agreeing to all terms of the agreement listed above if you are the lowest approved quoter)

**THIS FORM MUST BE USED, A SUBSTITUTE IS NOT ACCEPTABLE**

### **IMPORTANT NOTICE**

***The attached "Substitute W-9", "Bidder/Proposer's Certification (MacBride Form)", "Procurement Lobbying Law Bidder/Proposer's Disclosure", "Procurement Lobbying Law Purchase Order Requirements" and "FORM A - State Consultant Services - Contractor's Planned Employment" must be completed, signed and returned along with Worker's Compensation/Disability Insurance forms or exemptions and your quote proposal. Failure to include these forms may result in disapproval of the quote.***