



HOBART AND WILLIAM SMITH  
COLLEGES

**Request for Bids (RFB)**

**Marketing Campaign to Increase Awareness of Harm and Impact of Hydrilla and Address  
Prevention and Reporting Strategies**

**Release Date: April 22, 2020**

**Bid due date and time: May 29, 2020 by 5:00 P.M.**

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

Finger Lakes Institute (FLI) at Hobart and William Smith Colleges (HWS) is seeking bids from qualified respondents to perform the services identified in the attached Exhibit A - Scope of Work, which is incorporated herein as though fully set forth.

**Article 2: Mandatory Requirements**

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

1. Submit completed Bid Proposal Form, IRS Form W-9, Worker’s Compensation/Disability Insurance forms or exemptions, Certificate of Liability Insurance,
2. Bids must include a bid proposal which should include project summary, scope of work, timeline, budget justification, and references,
3. Bids must include a total contract price.

**Article 3: Method/ Response to RFB Inquires**

All requests for information pertinent to the preparation and submission of the bid and the procurement process are to be made in writing to Hilary Mosher, Finger Lakes Institute (FLI), Hobart & William Smith Colleges (HWS), 300 Pulteney Street, Geneva, NY 14456, or via email to [mosher@hws.edu](mailto:mosher@hws.edu).

**Article 4: Bid Submittal**

Bids are due to be submitted by email or mail to the Finger Lakes Institute at Hobart & William Smith Colleges in Geneva, NY. Please put in the subject line of the email or on the envelope the following statement: Bid: Hydrilla Marketing Campaign RFB. **Bid Due Date and Time: May 29, 2020 by 5:00 P.M.**

Finger Lakes Institute at  
Hobart and William Smith Colleges  
300 Pulteney St., Geneva, NY 14456  
Attention: Hilary Mosher  
[mosher@hws.edu](mailto:mosher@hws.edu)

Please note that the above deadline is for receipt of the bid at the Finger Lakes Institute in Geneva, New York, not for mailing or entrusting to a delivery service. Bids that are received after the deadline will not be considered for award.

Bid submissions must include:

1. Complete Bid Proposal Form
2. IRS Form W-9
3. Worker’s Compensation/Disability Insurance Forms or Exemptions
4. Certificate of Liability Insurance

**Article 5: Terms and Conditions**

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

### **Article 6: Reserved Rights**

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

1. Define requirements to meet its 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 HWS;
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 RFB 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 7: Means of Compensation**

Bidder shall provide complete and accurate billing invoices to HWS in order to receive payment. Billing invoices submitted to HWS must contain all information and supporting documentation required by the Contract and HWS.

### **Article 8: Method of Award**

Hobart and William Smith Colleges will award to the best qualified, responsive, responsible Bidder whose bid meets all of the terms and conditions of this RFB. The basis for determining the award shall be documented in the Procurement Record. The response to this RFB shall be firm and not revocable for a period of sixty (60) days.

**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 RFB does not commit HWS to award a Contract, pay any costs incurred in the preparation of a bid in response to this Request for Bids, or to procure or Contract for services or supplies. HWS reserves the right to accept or reject any or all Bids received as a result of this RFB, to negotiate with all qualified sources, or to cancel, in part, or in its entirety, this RFB if it is

in the best interest of HWS to do so.

**Non-Assignment Clause:** The contract may not be assigned by the Bidder or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the HWS' previous written consent, and attempts to do so are null and void.

**United States Environmental Protection Agency Contract Clauses:** The successful Bidder will be required to comply with all of the following mandatory contract provisions:

- a. Bidder shall not discriminate on the basis of race, color, national origin or sex in the performance of the contract.
- b. Bidder shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Bidder to carry out these requirements is a material breach of the contract which may result in the termination of the contract or other legally available remedies.
- c. Pursuant to 40 CFR, Section 33.301, when the Bidder procures equipment, services and supplies under this agreement by subcontracting, the Bidder agrees to make the following good faith efforts. Records documenting compliance with the six good faith efforts shall be retained by the Bidder:
  - 1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
  - 2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - 3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
  - 4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
  - 5) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
  - 6) If the Bidder awards subcontracts, the Bidder must require the subcontractor to take the steps in paragraphs (1) through (5) of this section and comply with all 5 applicable requirements of 40 CFR Part 33.
- d. Bidder must pay its subcontractor for satisfactory performance no more than 30 days from the Bidder's receipt of payment from HWS.
- e. HWS must be notified in writing by Bidder prior to any termination of a DBE subcontractor for convenience by the Bidder.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Bidder must employ the six good faith efforts described in 40 CFR Section 33.301 if soliciting a replacement subcontractor.

**Other Federally Mandated Contract Clauses:** The successful Bidder will be required to comply with all of the following mandatory contract provisions:

a. Termination for Convenience.

For contract amounts greater than \$10,000, HWS may terminate the contract, for any reason or for no reason, upon 30 days prior written notice to the Contractor. Contractor shall not be paid for work performed or costs incurred after receipt of notice of termination, or for costs incurred by Contractor's suppliers that Contractor reasonably could have avoided.

All payments to the Contractor in accordance with the contract are contingent upon continued funding from the Environmental Protection Agency to advance this project. Should the contract be terminated as a result of discontinued funding from the Environmental Protection Agency, the Contractor shall be paid for work performed or costs incurred prior to the receipt of the notice of termination. HWS shall determine the value of the work performed upon an equitable basis, considering the ratio of the amount of work completed prior to the notice of termination to the total amount of work contemplated by the contract and/or the amount of expense incurred by the Contractor prior to the notice of termination; no consideration will be given for profit the Contractor might have made on the uncompleted portion of the work.

b. Termination for Cause.

For contract amounts greater than \$10,000, HWS may terminate the contract or any part thereof for cause if Contractor defaults or fails to comply with any terms and conditions of the Contractor Agreement. In this event, HWS will not be liable to Contractor for any amounts; but Contractor shall be liable to HWS for all losses, damages, and expenses, including costs or cover, resulting from the default that caused the termination.

c. For contract amounts \$25,000 or greater the Bidder certifies that it, or its principals, are not debarred, suspended, or proposed for debarment by the Federal Government. Debarment, suspension, or proposed debarment by the Federal Government constitutes grounds for automatic termination of the Contract.

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

**Insurance Considerations:** The successful Bidder agrees to procure and maintain at its own expense and without expense to HWS 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 the Contract, and at the levels specified below.

The successful Bidder 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. HWS reserves the right to request and/or examine the liability insurance certificate or certificates and all applicable endorsements. Failure of the Bidder to produce the required insurance coverage, endorsements and supporting documentation may be grounds for termination of

the Contract.

The certificate or certificates shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to Hobart and William Smith Colleges for any claims arising from the Bidder's Work under this contract, or as a result of the Bidder's activities.
- All liability insurance certificate(s), endorsement(s) and supporting documentation shall list the Hobart and William Smith Colleges, its officers, agents, and employees, as the additional insureds.
- The policies shall include a waiver of subrogation endorsement in favor of HWS 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 Hobart and William Smith Colleges; 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 HWS.
- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by HWS and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- The Contract shall be void and of no effect unless the Bidder procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later.

Bidder shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein. The Bidder will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Bidder's records.

The following types and amounts of insurance are required for the Contract:

**Commercial General Liability Insurance:**

Bidder shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Bidder 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
- Broad form property damage
- Personal and advertising injury
- 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
- Bidder 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)

Limits may be provided through a combination of primary and umbrella/excess liability policies.

Please note these limits serve as the standard minimum coverage requirement but may be modified based on the services being rendered by the Contractor. Specific insurance requirements will be determined during contract negotiation and execution.

**BID Proposal Form**  
**RFB: Marketing Campaign to Increase Awareness of Harm and Impact of Hydrilla and Address Prevention and Reporting Strategies**

Bidder'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): \_\_\_\_\_

Bid Proposal Attached \_\_\_\_\_

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

Bidder's Signature: \_\_\_\_\_

(Note: By signing here, you are agreeing to all terms of the RFB listed above)

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

**IMPORTANT NOTICE**

Bid submissions must include:

1. Complete Bid Proposal Form
2. IRS Form W-9
3. Worker's Compensation/Disability Insurance Forms or Exemptions
4. Certificate of Liability Insurance

***Failure to include these forms may result in disapproval of the bid***



***Request for Bid: Scope of Work***

**Marketing Campaign to Increase Awareness of Harm and Impact of Hydrilla and Address Prevention and Reporting Strategies**

**Finger Lakes Partnership for Regional Invasive Species Management (FL-PRISM) Subcontract  
Deadline for receipt of Bids: May 29, 2020 at 5 P.M.**

**Background and Purpose**

Hydrilla (*Hydrilla verticillata*) is a highly prolific invasive species that is invading waterbodies in select locations of the Finger Lakes and Great Lakes region. It spreads quickly and causes adverse impacts to water quality, aquatic communities, recreation, and navigation. Hydrilla is difficult to control due to the need for multiple treatments across multiple years.

In late August 2019, Hydrilla was detected within Finger Lakes Marine Service's marina, on Cayuga Lake in Lansing, NY. Cayuga Lake is hydrologically connected to Lake Ontario via the Seneca River and Oswego River. Hydrilla is a relatively new invader to New York, with known populations on Long Island (8-10 sites), in a small pond in Orange County, a small pond in Monroe County, 2 ponds in Erie County, and several small private ponds in Broome County. Infestations have been documented in Cayuga Lake (Tompkins and Cayuga County), the Erie Canal/Tonawanda Creek (Tonawanda, Erie, and Niagara Counties), and the Croton River (Westchester County).

Hobart and William Smith Colleges (HWS) intends to subcontract with a marketing/advertising agency to develop and execute a public awareness campaign to alert residents and visitors in the Finger Lakes region to the harm and impact of Hydrilla and provide strategies for prevention and reporting. The focus of the campaign will be to reach stakeholders in the Finger Lakes including boaters, recreationists, marina owners and other lakeside businesses about the presence of Hydrilla, how to report possible sightings, and ways to prevent its spread. It is expected that majority of the campaign will occur during the late June to October timeframe when Hydrilla is most likely to be found in the Finger Lakes.

**Contact Information**

Any questions regarding this Request for Proposals should be directed to the Finger Lakes PRISM Coordinator: Hilary R. Mosher, [mosher@hws.edu](mailto:mosher@hws.edu), 315-781-4385 by May 13, 2020.

**Hydrilla Marketing Campaign Objectives**

The Finger Lakes Institute at Hobart and William Smith Colleges and the Finger Lakes PRISM are requesting proposals to design, develop, and execute a strategic advertising campaign to educate those who live, work, and recreate in the watershed of the Finger Lakes, particularly in areas with known Hydrilla infestations, about the harm and impact of Hydrilla, ways to prevent the spread and impact of this plant and how to report a possible sighting.

Working in collaboration with the Finger Lakes Institute/ Finger Lakes PRISM, the campaign will include:

- Identification of key target audiences and tactics for each
- Campaign design
- Agreed-to implementations (e.g. video, print, digital)
- Placements (e.g. Facebook, Instagram, YouTube, print, web)

**Core messages of this campaign will be:**

Hydrilla is a threat to our region  
Here is how to identify Hydrilla  
Here is what to do when you find it  
Help prevent it from **entering or spreading by taking these actions**

### **Deliverables**

Deliverables should include the following:

1. An executed advertising campaign that engages those living, working, and recreating in the Finger Lakes region of New York State
2. A final report including number and type of audience reached, type of campaign(s) utilized, and other metrics for reporting

### **Evaluation Criteria**

Proposals will be selected based on the following:

1. Background and Qualifications/Relevant Experience (35%)
2. Creative Development (35%)
3. Expected Reach (20%)
4. Cost Structure (10%)

### **Eligibility**

Recipient of funding must present the results of the project at a Finger Lakes PRISM event such as a working group meeting or full partner meeting. All applicants must be willing and able to accept the insurance requirements and have the organizational capacity to successfully manage the project and properly administer the subcontract funds. Organizational capacity will be evaluated prior to issuance of subcontracts. Exceptions cannot be made to this requirement. Service-Disabled-Veteran-Owned-Businesses and Minority-Women-Business-Enterprises are encouraged to apply

### **Term**

This project will should begin 06/15/20 and be completed no later than 02/15/21.

### **Proposal Submission**

Proposals should be submitted electronically as a single PDF file attachment to [mosher@hws.edu](mailto:mosher@hws.edu) by 5pm on or before May 29, 2020. Award recipients are expected to be notified by June 2020.

### **Minimum Requirements**

- Proposals must be fully implemented and completed during the proposed period of performance.
- Client references and samples from prior, related projects must be included in the proposal.
- A progress report will be submitted with the first invoice and progress towards goals of the project must be clearly displayed for review. A final report is due upon project completion or no later than 02/28/21 and must provide updates to project metrics that are in alignment with project expenditures.
- Successful proposals will directly address elements listed in the evaluation criteria and include key metrics (number of people reached, etc.). Proposals should include a narrative description of the budget.

### **Funds:**

The maximum level of funding will be \$18,000. Smaller funding requests will be accepted and evaluated commensurate with measurable results/outcomes expected. The money for this program

comes from the Environmental Protection Agency Great Lakes Restoration Initiative. Funds will be made available upon completion of work and will be issued upon completion of all reports and other deliverables as described in the subcontract.

Contract decisions are expected to be made in June 2020. Work should be completed no later than 2/15/2021, with final invoices submitted by 2/28/21. This program requires that two reports be provided by the award recipient to the Finger Lakes-PRISM Coordinator. The progress report will be due 60-days after commencing work and the final report by 2/28/2021.

### **Proposal Format:**

#### ***Proposal Description***

The project description should be succinct and no longer than **three** pages (references, and budget excluded), single-spaced pages in 12-point Times New Roman font, and should include:

1. Project summary
2. Scope of work (include audience(s), likely tactics, and reporting)
3. Timeframe

#### ***Timeline***

Schedule for starting and completing project. Projects will commence on 6/15/2020 and must be completed by 2/15/2021. The key communications period is 6/15/2020 through 10/15/2020 and projects should emphasize this period. A final report will be due no later than 2/28/2021.

#### ***Budget and Justification***

Budget should reflect key project milestones, deliverables, and schedules to support invoicing. Categories include the following:

1. Labor costs: Direct agency labor for producing program design and deliverables.
2. Materials cost: printing, licensing, etc.
3. Placement cost: include expected reach/frequency

### **Notification and Reporting Requirements**

Award recipients are required to submit an initial report within 60-days after commencing the project or at the time of first invoice and a final project report by 2/28/2021.

### **Additional Requirements of Successful Applicants**

**Insurance Considerations:** The successful applicant agrees to procure and maintain at its own expense and without expense to HWS 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 the Contract, and at the levels specified below.

The successful applicant 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. HWS reserves the right to request and/or examine the liability insurance certificate or certificates and all applicable endorsements. Failure of the applicant to produce the required insurance coverage, endorsements and supporting documentation may be grounds for termination of the Contract.

The certificate or certificates shall provide that:

- Liability and protective liability insurance policies shall provide primary and non- contributory coverage to Hobart and William Smith Colleges for any claims arising from the Applicant's Work under this contract, or as a result of the Applicant's activities.
- All liability insurance certificate(s), endorsement(s) and supporting documentation shall list the Hobart and William Smith Colleges, its officers, agents, and employees, as the additional insureds.
- The policies shall include a waiver of subrogation endorsement in favor of HWS 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 Hobart and William Smith Colleges; 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 HWS.
- Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by HWS and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- The Contract shall be void and of no effect unless the Applicant procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later.

Applicant shall require that any subcontractors hired, carry insurance with the same limits and provisions as provided herein. The Applicant will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Applicant's records.

The following types and amounts of insurance are required for the Contract:

**1 Commercial General Liability Insurance:**

Applicant shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Applicant 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
- Broad form property damage
- Personal and advertising injury
- 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
- Applicant 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)

Limits may be provided through a combination of primary and umbrella/excess liability policies

***Budget and Justification Template***

<b>Proposal Budget Template</b>	
Campaign Title	
Agency	
Primary Contact	
<b>Budget</b>	
<b>Direct Labor Cost</b>	
<b>Materials Cost</b>	
<b>Placement Cost (one line per channel)</b>	
<i>Placement 1 – Reach</i>	
<i>Placement 2 – Reach</i>	
[add rows as necessary]	
<b>Total Placement Cost</b>	
<b>Total Budget</b>	