



Request for Quotes (RFQ)

Post-treatment assessment of Cumming Nature Center

Release Date: September 24, 2020

Bid due date and time: October 2, 2020 by 5:00 P.M.

Hobart and William Smith Colleges | 300 Pulteney Street | Geneva, NY 14456

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 RFQ 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 total contract price.

Article 3: Method/ Response to RFQ Inquires

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

Article 4: Bid Submittal

Bids are due to be submitted by email to the Finger Lakes Institute at Hobart & William Smith Colleges in Geneva, NY. Please put in the subject line of the email the following statement: Bid: Post-treatment assessment of Cumming Nature Center RFQ. **Bid Due Date and Time: October 2, 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

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 RFQ 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 RFQ. 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.

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 HWS to award a Contract, pay any costs incurred in the preparation of a bid in response to this Request for Quote, 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.

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.

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 United States Forest Service to advance this project. Should the contract be terminated as a result of discontinued funding from the United States Forest Service, 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.

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: Post-treatment assessment of Cumming Nature Center

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): _____

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 Quote: Scope of Work

Post-treatment assessment of Cumming Nature Center

**Finger Lakes Partnership for Regional Invasive Species Management (FL-PRISM) Subcontract
Deadline for receipt of Bids: October 2, 2020 at 5 P.M.**

1. Project Title

Post-treatment assessment of Cumming Nature Center

2. Project Description

A contractor is sought to conduct a site assessment of the invasive species treatment areas to evaluate efficacy of invasive species removal and native flora planting on site using pre-established codes.

Cost of work will be calculated on a per hour basis and work will continue until available funding is depleted. Total available funding equals \$4,345. Quoted payments and expectations in this quote will supersede any other attachments to this document upon quote submittal.

3. Project Term

Start October 1, 2020 – December 31, 2020

4. Project Location

Cumming Nature Center, 6472 Gulick Rd, Naples, NY 14512

5. Qualifications and Experience Needed

The contractor will be experienced in plant assessments, plant ID, and treatment techniques.

6. Project Need/Background

Mapping of the trails revealed problematic invasive species such as barberry, phragmites, and swallowwort. During the 2018 and 2019 field season, herbicide contractors controlled some of the invasives and volunteer crews manually removed invasive barberry from throughout the nature center grounds. Ferns were planted in these areas in 2019 to help facilitate restoration of the area.

A contractor is sought to conduct a site assessment of the invasive species treatment areas to evaluate efficacy of invasive species removal and native flora planting on site using pre-established codes

7. Project Methodology/Technical Approach

Contractor will create maps of the treatment area and provide an assessment of the NNIP treatment regrowth and establishment of the native flora planted per the codes listed below. This will take place via visual surveys of the locations. The contractor will submit a final report including data from the post-treatment assessment with an invoice for work conducted.

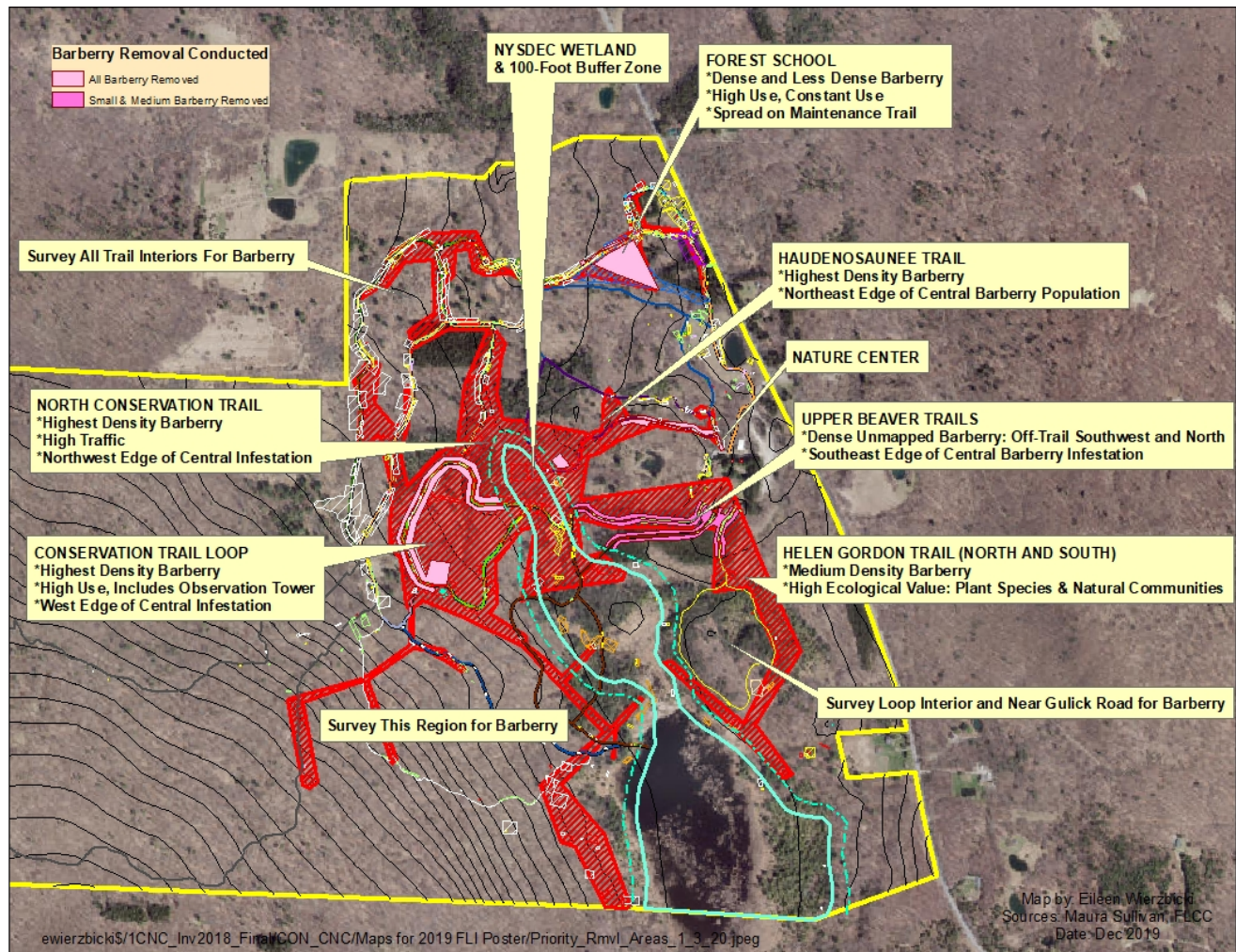
Treatment efficacy codes:

- 0% - no effect
- 1-5% - failure; little to no effect
- 6-25% - poor; treatment killed less than a quarter of the target species population

- 26-50% - marginal; less than half the target species population was controlled
- 51-75% - fair; more than half the target species population was controlled
- 76-90% - good; treatment was successful in killing most of the target species population
- 91-99% - excellent; over 95% of the target species population was killed with the treatment.
- 100% - complete; not a single individual of the target species population was found after a complete survey of the site. Infestation was eradicated at the site.

8. Timeline

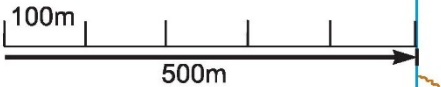
Much of this work will take place in October with the reporting to take place in November or December, 2020.



Cumming Nature Center

Rochester Museum & Science Center

Interval 5m Scale 1:7,500



Legend

- open area
- rough open
- forest (white)
- marsh, stream
- pond
- building
- road, minor road
- vegetation boundary
- ski trail
- unmarked trail
- bridge or boardwalk
- log pile
- manmade feature
- tower
- stone wall
- fence
- boulder
- boundary
- out of bounds

MN Meridians drawn to Magnetic North

★ Phragmites

★ Swallow Wort

1. Project Outputs/Deliverables/Payments

Output #	Task/Product	Date Due
1	Complete the HWS contract requirements and receive a signed contract for work	Prior to start of assessment
2	Provide insurance certificates and all applicable endorsements to HWS	Prior to start of assessment
3	Perform post-treatment plant assessment	October 2020
4	Submit final report and invoice	30 days after completion of project