



Request for Bids (RFB)

Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.

**Release Date: February 22,
2021**

Bid due date and time: March 24, 2021 at 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, Proof of New York State Pesticide Business Registration, and Proof of Commercial Aquatic Herbicide Applicator Certification.
2. Bids must include a total contract price that includes the cost of any permitting fees.

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 Kate Monacelli, Finger Lakes Institute (FLI), Hobart & William Smith Colleges (HWS), 300 Pulteney Street, Geneva, NY 14456, or via email to desjardin@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 RFB. **Bid Due Date and Time: March 24, 2021 at 5:00 P.M.**

Finger Lakes Institute at
Hobart and William Smith Colleges
300 Pulteney St.
Geneva, NY 14456
Attention: Kate Monacelli
desjardin@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
5. Proof of New York State Pesticide Business Registration
6. Proof of Commercial Aquatic Herbicide Applicator Certification

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 Disadvantaged Business Enterprises (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 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. For contract amounts greater than \$10,000, the Contract may be terminated at any time, for any reason or for no reason, upon 30 days prior written notice to the Bidder. HWS may terminate the Contract immediately, upon written notice of termination to the Bidder, if the Bidder fails to comply with the terms and conditions of the Contract and/or with any laws, rules, regulations, policies or procedures affecting the Contract. Written notice of termination, where required, shall be sent by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice. Upon receipt of notice of termination, the Bidder agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by HWS. HWS shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the Contract. In no event shall HWS be liable for expenses and obligations arising from the program(s) in this Contract after the termination date, or for costs incurred by Bidder that Bidder reasonably could have avoided.
- b. 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. Bidder agrees to immediately disclose in writing to HWS if any employee or agent is debarred, or if any action or investigation is pending or, to the best of Bidder's knowledge, threatened, relating to the debarment of Bidder or any person performing services related to this Contract. Bidder further agrees to cause each party performing services or providing goods under this agreement, the payments for which are expected to equal or exceed Twenty Five Thousand Dollars (\$25,000), to provide a certification and agreement substantially identical to the certification and agreement in the first three sentences of this paragraph.
- c. In accordance with 2 CFR Part 200.322, *Domestic Preferences for Procurements*, as appropriate and to the extent consistent with law, the Bidder should, to the greatest extent practicable under this Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Furthermore, this requirement must be included in all subcontracts and Purchase Orders issued by the Contractor under this Contract.

- d. In accordance with 2 CFR Part 200.216, *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*, any federal funds collected under this Purchase Order/Contract cannot be used to procure or obtain, extend or renew a contract to procure or obtain, enter into a contract (or extend or renew a contract) to procure, or obtain the covered equipment, services or systems described in 2 CFR Part 200.216.

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:

1 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.

BID Proposal Form

RFB: Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.

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
5. Proof of New York State Pesticide Business Registration
6. Proof of Commercial Aquatic Herbicide Applicator Certification

Failure to include these forms may result in disapproval of the Bid.

1. Project Title

Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.

2. Project Description

In summer, the certified commercial pesticide applicator (defined herein as the “Contractor”) will perform herbicide treatment of *Hydrilla verticillata* in Cayuga Lake, located in Lansing, NY (approx. 5 acres).

3. Project Term

Start March 25, 2021, End October 31, 2021

4. Project Location

Finger Lakes Marine Service, Lansing, Tompkins County, NY. See maps attached.

5. Qualifications and Experience Needed

Contractor must be certified as a commercial pesticide applicator in New York State pursuant to Part 325 of Title 6 of New York Code of Rules and Regulations (6 NYCRR Part 325). The Contractor must comply with all obligations pursuant to 6 NY CRR Part 325 during the Project Term. Previous experience with Hydrilla control is desired.

The Contractor will generate and submit the Article 15 Title 3 of the Environmental Conservation Law Part 327 of 6 NYCRR permit application, Notice of Intent (NOI) paper application for the project. The Contractor also will evaluate and apply for, if deemed necessary, coverage under the General Permit for Point Source Discharges to Surface Waters of New York State from Pesticide Applications. Contractor shall comply with all permits obtained for the Project.

6. Project Need/Background

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. This site was treated using a copper herbicide in October 2019 and fluridone during July 2020. 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, one 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 contract with a certified aquatic herbicide applicator (i.e., Contractor) to conduct control of Hydrilla in Cayuga Lake using an approved aquatic herbicide, specifically fluridone (Sonar H4C or equivalent), in an effort to control the population.

The Contractor shall be responsible for the purchase, transport and use of approved herbicide for the Project in compliance with all applicable laws and regulations. This shall include, but is not limited to the quantity, dosage, rate and location of its application.

7. Project Methodology/Technical Approach

Permitting:

Contractor will be responsible for the following:

- a. Filing the NYSDEC Aquatic Pesticide permit for the use of fluridone (Sonar H4C or equivalent).
- b. Completing the Notice of Intent (NOI) paper application and forwarding to the client for signature and filing with NYSDEC.
- c. Completing a draft Pesticide Discharge Management Plan (PDMP) to be submitted to HWS for review, acceptance and filing in their records.
- d. Completing the necessary downstream dilution model for the permit.
- e. Develop riparian owner notification list and provide riparian owner notification as required by the permit. This may include multiple mailings consisting of expected treatment dates with a reminder.
- f. Filing a year-end report with the NYSDEC as required by the permit.
- g. Notifying HWS of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

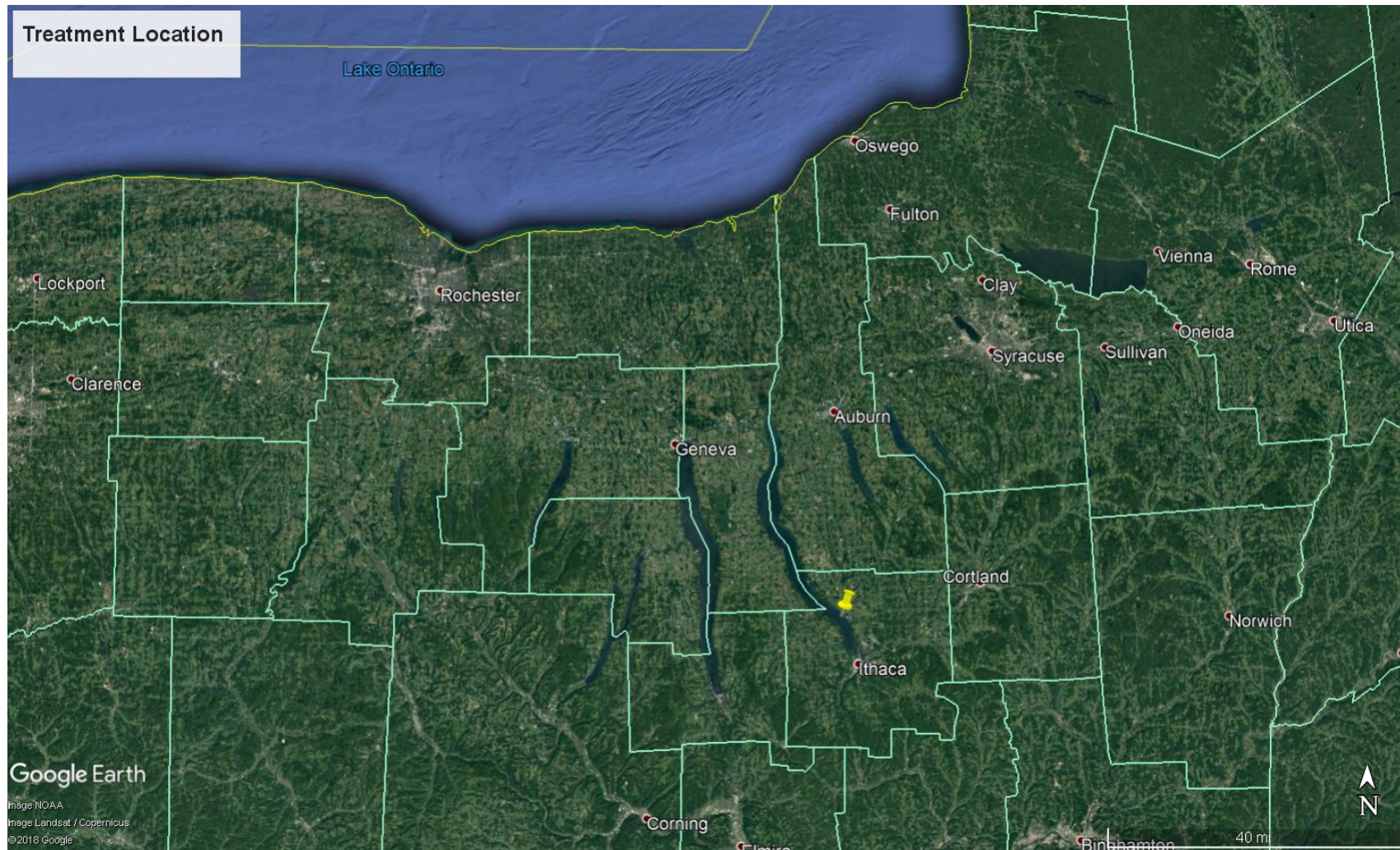
Lake Aquatic Weed Control:

- a. Growth of Hydrilla shall be treated through the application of fluridone (Sonar H4C or equivalent), upon approval of NYSDEC permits and of HWS.
- b. Treatment shall be conducted when the Hydrilla begins to grow, likely the last week of June or first week of July.
- c. The herbicide shall be applied to allow for appropriate exposure time of up to 90 days.

Monitoring:

- a. The contractor will inspect the treatment area prior to treatment, and will perform a post-treatment inspection to assess control of the targeted weed growth.
- b. The contractor will perform water quality monitoring during and following treatment to determine herbicide concentrations, ensure that effective herbicide concentrations were achieved and maintained, and ensure that herbicide levels remain below the allowable application rate as specified by New York State. Results will be reported to HWS and others as specified in the permit conditions. During the 2020 control activities, 87 samples were required per DEC (20) and DOH (67).
- c. Monitoring results will be provided to HWS in a summary report upon completion of work.

Aquatic herbicide control of *Hydrilla verticillata* in Finger Lakes and Great Lakes Region.
Exhibit A- Scope of Work





Payment Schedule

Output #	Task/Product	Date Due
1.	Permit fees	Due upon submittal of permit applications
2.	Provide liability insurance certificate or certificates and all applicable endorsements to HWS	Due upon acceptance of contract
3.	Obtain necessary New York State permits	Prior to performing herbicide application
4.	Notify riparian owners	As required by permit, prior to treatment
5.	Perform herbicide application(s)	Complete final application prior to October 1, 2021
6.	Perform survey and monitoring	Complete monitoring October 15, 2021
7.	Submit report and invoice	October 31, 2021