



HOBART AND WILLIAM SMITH
COLLEGES

Request for Bids (RFB)

Facilitation of the Finger Lakes PRISM 5-year strategic plan

Release Date: February 7, 2020

Bid due date and time: February 21, 2020 at 9:00 A.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 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 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.

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: Strategic Plan Facilitator RFB. **Bid Due Date and Time: February 21, 2020 at 9:00 A.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 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.

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 Worker's Compensation:

Bidder shall provide and maintain a policy covering the obligations of the successful contractor in accordance with the provisions of the Worker's Compensation Law, Employer Liability, and Disability Benefits. See below for acceptable forms.

1. Policy covering the obligations of the successful contractor in accordance with the provisions of the Worker's Compensation Law, Employers Liability, and Disability Benefits.

The *only* forms which are accepted as proof of Workers' Compensation Insurance are as follows:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12	Certificate of Workers' Compensation Self-Insurance
GSI-105.2	Certificate of Participation in Worker's Comp Group Self-Insurance

The *only* forms which are accepted as proof of Disability Benefit Insurance are as follows:

<u>FORM #</u>	<u>FORM TITLE</u>
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME:** The New York State Department of Environmental Conservation, Division of Lands and Forests, Invasive Species Coordination Unit, 625 Broadway, Albany, NY 12233-4250, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Additional information can be obtained at the Worker's Compensation website:

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

2 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.

- 3** Bidder should provide and maintain Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired, and non-owned automobiles.

BID Proposal Form

RFB: Facilitation of the Finger Lakes PRISM 5-year strategic plan

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

The attached "IRS Form W-9" must be completed, signed and returned along with your Bid Proposal. Failure to include this forms may result in disapproval of the Bid.