



HOBART AND WILLIAM SMITH COLLEGES

Request for Bids (RFB)

Pesticide control of *Adelges tsugae* in the Finger Lakes Region.

Release Date: Thursday, July 18th, 2024

Bid due date and time: Friday, August 16th, 2024 at 5:00pm

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.

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 Pesticide Applicator Certification.
2. Bids must include a total contract price that includes the cost of any permitting fees.

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 Sam Beck-Andersen, Finger Lakes Institute (FLI), Hobart & William Smith Colleges (HWS), 300 Pulteney Street, Geneva, NY 14456, or via email to beckandersen@hws.edu.

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: HWA RFB. **Bid Due Date and Time: Friday, August 16th, 2024 at 5:00pm.**

Finger Lakes Institute at
Hobart and William Smith Colleges
300 Pulteney St.
Geneva, NY 14456
Attention: Sam Beck-Andersen
BECK-ANDERSEN@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. Workers' Compensation/Disability Insurance Forms or Exemptions
4. Certificate of Liability Insurance
5. Proof of New York State Pesticide Business Registration
6. Proof of Commercial Pesticide Applicator Certification

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.

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:

7. 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;
8. Accept and/or reject any or all Proposals, and waive technicalities or portions of the Proposals in the best interest of HWS;
9. Establish terms and conditions which must be met by all offerors and/or, where permitted by the solicitation, eliminate mandatory requirements that are not met by any offeror;
10. 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;
11. Award contracts for any or all parts of the RFB in accordance with the Method of Award;
12. 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;
13. Have the option to require a bond or other guarantee of performance, and to approve the amount, form and sufficiency thereof.

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.

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.

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.

The Bidder shall not enter into any sub-contracts with any third party for the performance of any work or services to be performed by Bidder under the contract without the express written permission of HWS.

Default and Termination

a. HWS shall have the right to postpone, suspend, abandon, or terminate the contract, and such actions shall in no event be deemed a breach of the contract. In any of these events, HWS shall make settlement with the successful bidder upon an equitable basis as determined by HWS, which shall fix the value of the work which was performed by the Bidder prior to the postponement, suspension, abandonment, or termination of the contract.

b. HWS shall have the right to terminate the contract for:

1) Unavailability of funds

2) Cause

(a) If HWS determines that the Bidder has breached a material term of the contract, it shall issue a written notice, providing the Bidder with 10 days to correct the defect. If the Bidder fails to correct the defect within this time period, or fails to make a good faith effort to do so as determined by HWS, HWS may terminate the contract for cause.

(b) If the termination is brought about as a result of unsatisfactory performance on the part of the Bidder, the value of the work performed by the Bidder prior to the termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by the contract.

(c) If the termination is for non-responsibility: Upon written notice to the Bidder, and a reasonable opportunity to be heard with appropriate HWS officials or staff, the contract may be terminated by HWS at the Bidder's expense where the Bidder is determined by HWS to be non-responsible. In such event, HWS may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

3) Convenience

- (a) If the termination is for the convenience of HWS, and is not brought about as a result of unsatisfactory performance on the part of the Bidder, HWS shall consider the following in determining the value of the work performed:
- (i) The ratio of the amount of work performed by the Bidder prior to the termination of the contract to the total amount of work contemplated by the contract.
 - (ii) The amount of the expense to which the Bidder was put in performing the work prior to the termination, in proportion to the amount of expense to which the Bidder would have been put had it been allowed to complete the total work contemplated by the contract.
 - (iii) In determining the value of the work performed by the Bidder prior to the termination, no consideration will be given to profit which the Bidder might have made on the uncompleted portion of the work.

Federally Mandated Contract Clauses: The Bidder is required to comply with all of the following mandatory contract provisions:

- a. 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 this Agreement. 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 Agreement. 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.
- b. 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 Agreement, 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 Bidder under this Agreement.
- c. In accordance with 2 CFR Part 200.216, *Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment*, any federal funds collected under this Agreement 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:

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

Workers' Compensation:

For work to be performed in New York State, the Contractor shall provide and maintain full New York State 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:

FORM #	FORM TITLE
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/ 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:

cb.ny.gov/content/main/Employers/Employers.jsp

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:
wcb.ny.gov/content/main/Employers/Employers.jsp

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.

Comprehensive Business Automobile Liability Insurance

Bidder shall 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.

Status of Parties

The nature of the relationship which the Bidder shall have to HWS pursuant to any contract shall be that of an independent contractor. In connection with its status as an independent contractor, Bidder hereby warrants that it is in compliance with all tax filing and similar requirements imposed on independent contractors, and acknowledges that it is solely responsible for paying income taxes, FICA taxes, and other taxes and assessments which arise from receipt of payments under any contract. The contract shall not be construed to contain any authority either express or implied, enabling the Bidder to incur any expense or perform any act on behalf of HWS.

Governing Law

This document and any disputes relating thereto shall be construed under the laws of the State of New York.

BID Proposal Form

RFB: Pesticide control of *Adelges tsugae* in the Finger Lakes Region.

Bidder's Name: _____

Name of Company: _____

Mailing Address: _____

Town, State, Zip Code: _____

Telephone Number: _____

Type 3 Treatment
 Price per DBH inch: \$ _____

Type 4 Treatment
 Price per DBH inch: \$ _____

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)

Bid Table – Buttermilk Falls State Park				
#	Description	A	B	A x B
		Estimated DBH	Rate Bid	Total Cost
1	Type 3 – Trunk Injection, Rope Access	1,590”		
2	Type 4 - Trunk Injection, Non-Rope Access	1,190”		
Yearly Total Cost				
Grand Total Cost				

Bid Table – Fillmore Glen State Park				
#	Description	A	B	A x B
		Estimated DBH	Rate Bid	Total Cost
1	Type 3 – Trunk Injection, Rope Access	3,790”		
2	Type 4 - Trunk Injection, Non-Rope Access	1,180”		
Yearly Total Cost				
Grand Total Cost				

Bid Table – Robert H. Treman State Park				
#	Description	A	B	A x B
		Estimated DBH	Rate Bid	Total Cost
1	Type 3 – Trunk Injection, Rope Access	1,070”		
2	Type 4 - Trunk Injection, Non-Rope Access	1,230”		
Yearly Total Cost				
Grand Total Cost				

Bid Table – Watkins Glen State Park				
#	Description	A	B	A x B
		Estimated DBH	Rate Bid	Total Cost
1	Type 3 – Trunk Injection, Rope Access	5,020”		
2	Type 4 - Trunk Injection, Non-Rope Access	2,390”		
Yearly Total Cost				
Grand Total Cost				

Certification	
Company Name:	
Doing Business As:	
Federal ID No:	SFS ID No:
Address:	City:
	State:
	Zip Code:
Name of Official:	Title:
Email	Phone:
<p>_____</p> <p style="text-align: center;">Signature Date</p>	

THIS FORM MUST BE USED, A SUBSTITUTE IS NOT ACCEPTABLE

<u>IMPORTANT NOTICE</u>	
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 Pesticide Applicator Certification Completed
<i>Failure to include these forms may result in disapproval of the Bid.</i>	

1. Project Title

Pesticide control of *Adelges tsugae* in the Finger Lakes Region.

2. Project Description

In fall, the certified commercial pesticide applicator (defined herein as the “Contractor”) will perform pesticide treatment of *Adelges tsugae* in four regional state parks (approx. 38 acres).

3. Project Term

Start 9/1/2024, End 5/30/2026.

4. Project Location

Buttermilk Falls State Park, Robert H. Treman State Park, Tompkins County, NY. Watkins Glen State Park, Schuyler County, NY. Fillmore Glen State Park, Cayuga 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 HWA 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 and any other required permitting. Contractor shall comply with all permits obtained for the Project.

6. Treatment Categories/Information

Treatment Methods	Description
Type 3 – Trunk Injection – No Ropes	Trees within 25 feet of any surface water are treated by injecting holes drilled into the base of the tree where only 1 chemical is applied.
Type 4 – Trunk Injection - Ropes	Same as trunk injection for non-ropes except that terrain is steep enough where rappelling gear must be used to access trees to be treated. This may include steep slopes, cliffs, gorges, etc. Requires technical training, experience, and equipment.

All label restrictions must be followed. For all treatments, the highest rate of labelled imidacloprid should be used along with a plugged system.

Access to the treatment area can be a varying distance from roads and vehicle parking. UTV’s have been used to drive closer to project site where full-size vehicles cannot travel. Accommodations may be made when possible to allow contractors the closest vehicle access to the treatment area. Access to water will vary for each site. Accommodations may be made when possible including allowing contractors to access water at park facilities, although access may be limited to operating hours and seasonal restrictions. Contractors will be responsible for supplying water needed to conduct treatments when it cannot be easily obtained on-site.

7. Project Need/Background

Hemlock Woolly Adelgid (*Adelges tsugae* or HWA) is a highly prolific invasive species that is invading forests throughout the Finger Lakes region. These insects spread quickly and are capable of causing high mortality in the eastern hemlock (*Tsuga canadensis*), a noted keystone tree species. The decline of eastern hemlock causes adverse impacts on forests, water quality, watershed health, biodiversity, soil health, and recreation. While biocontrol solutions are currently being researched for the long-term protection of hemlocks, pesticide treatment of HWA is necessary to preserve existing hemlocks as biocontrol projects come to fruition.

Steep ravines along waterways in four state parks have been identified as ideal sites for treatment to best protect local natural resources from hemlock mortality. These sites represent 11 miles of streamline totaling 38 acres in area. All streamlines are hydrologically connected to Lake Ontario via the Finger Lakes.

Hobart and William Smith Colleges (HWS) intends to contract with a certified pesticide applicator (i.e., Contractor) to conduct control of HWA in regional state parks using an approved pesticide, specifically imidacloprid, in an effort to control the population. Note that this project is contracting for the use of imidacloprid only, other pesticides commonly used to treat HWA (i.e. dinotefuran) shall not be administered.

The Contractor shall be responsible for the purchase, transport and use of approved pesticide 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.

8. Project Methodology/Technical Approach

Permitting:

Contractor will be responsible for the following:

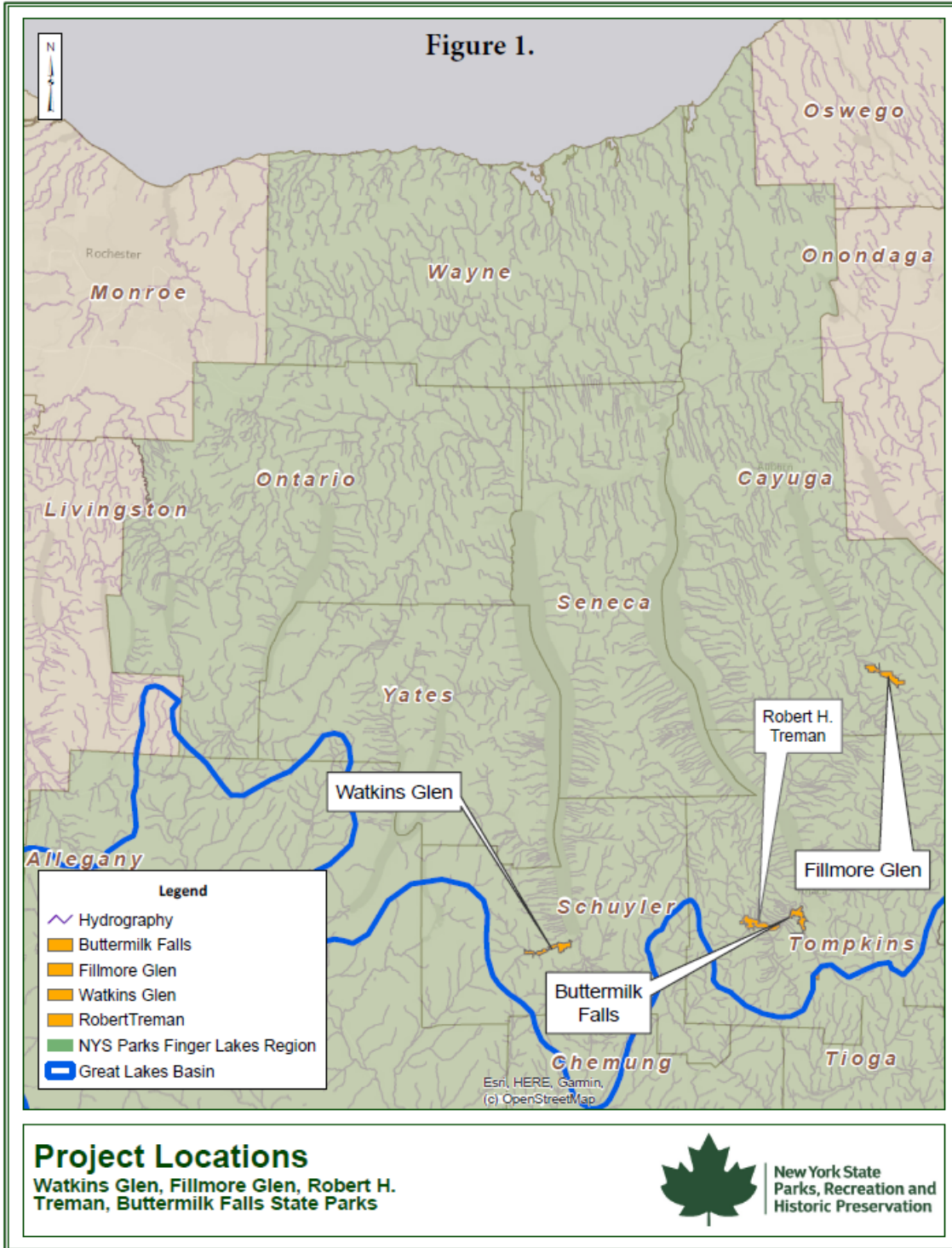
- a. Filing the NYSDEC Pesticide permitting for the use of imidacloprid.
- b. Completing the Notice of Intent (NOI) paper application and forwarding to the client for signature and filing with NYSDEC.
- c. Completing a draft Pesticide Discharge Management Plan (PDMP) to be submitted to HWS for review, acceptance and filing in their records.
- d. Notifying HWS of any restrictions or special conditions put on the site with respect to any permit received, where applicable.

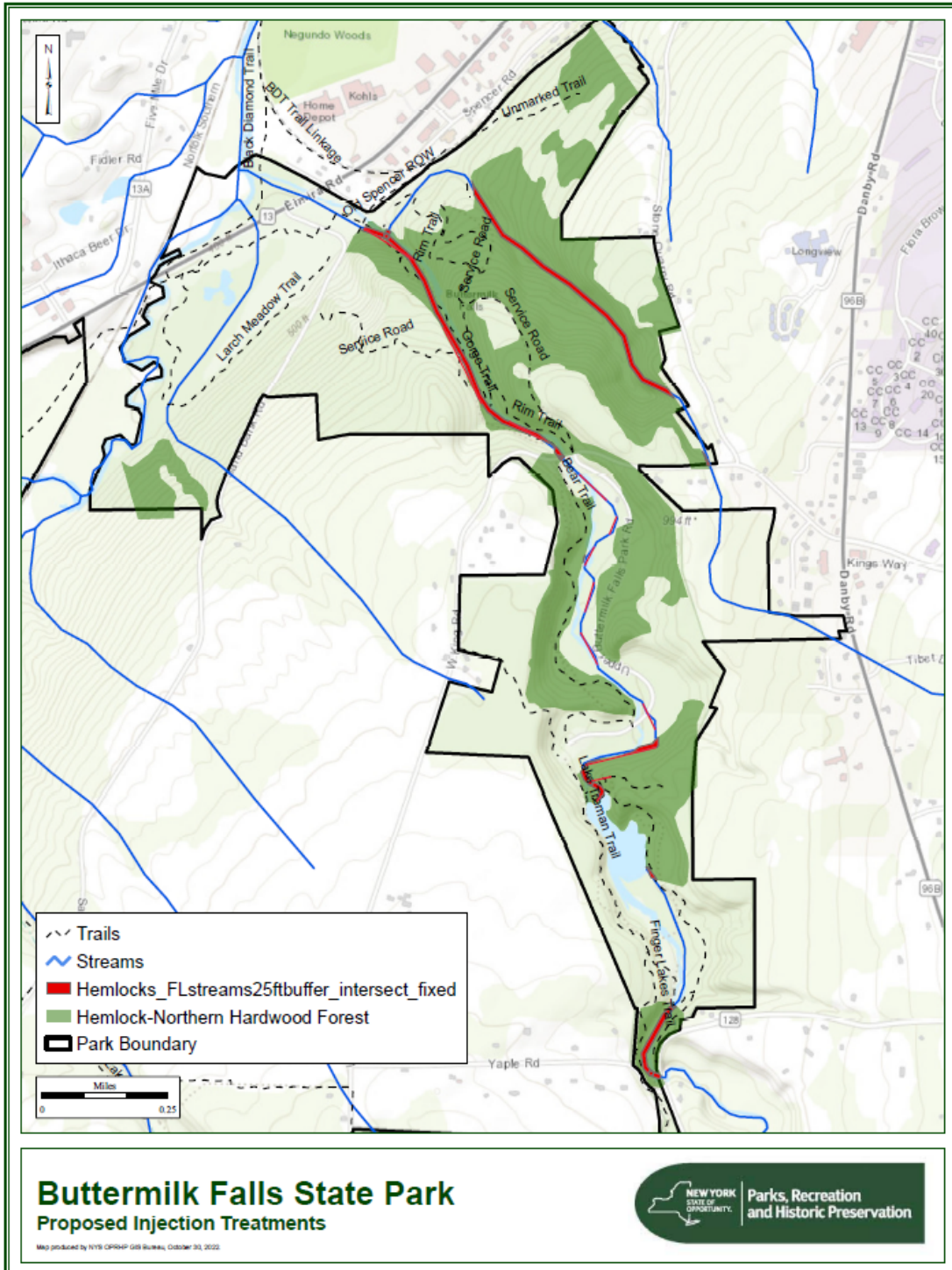
HWA Control:

- a. Perform site visit to all project location with HWS staff before treatment
- b. Contractors will use the highest legal limit concentration of imidacloprid in NYS.
- c. HWA shall be treated through the application of imidacloprid upon approval of NYSDEC permits and of HWS.
- d. Treatment shall be conducted during appropriate treatment windows from September-October 2024. Contractor shall apply treatment to all sites within this timeframe, timeframe may be allowed to change at discretion of Finger Lakes Biologist.
- e. Treatments will be spread across four different New York Office of Parks, Recreation, and Historic Preservation (NYOPRHP) sites: Buttermilk Falls State Park, Robert Treman State Park, Watkins Glen State Park, Fillmore Glen State Park.
- f. Before visiting any park to conduct treatment, Contractor will contact NYOPRHP Finger Lakes Biologist and inform them of all planned activities for that day.
- g. Contractor will treat all Type 4 trees before treating any Type 3 trees. Type 4 treatments will be prioritized if there are more remaining outside of estimated inches for each site. Total treated inches will not exceed the cost of the total bid.
- h. Contractor will install 1.25 inch diameter round, numbered, non-aluminum tags into treated hemlocks to denote treatment. Tags should be placed low at the base of the trunk and must face away from any nearby trails and be colored according to year: Green (2024), Red (2025) using a paint-pen or spray paint. A daily data/tally sheet must be used to record tag numbers, DBH, and crown density and will be submitted to HWS staff upon completion of the project. Trade names and total amount applied for all chemicals used must also be provided. A map of the actual treated area must be provided. Maps must be in an ArcGIS compatible format. Contractors must also take GPS waypoints for each individually treated tree.

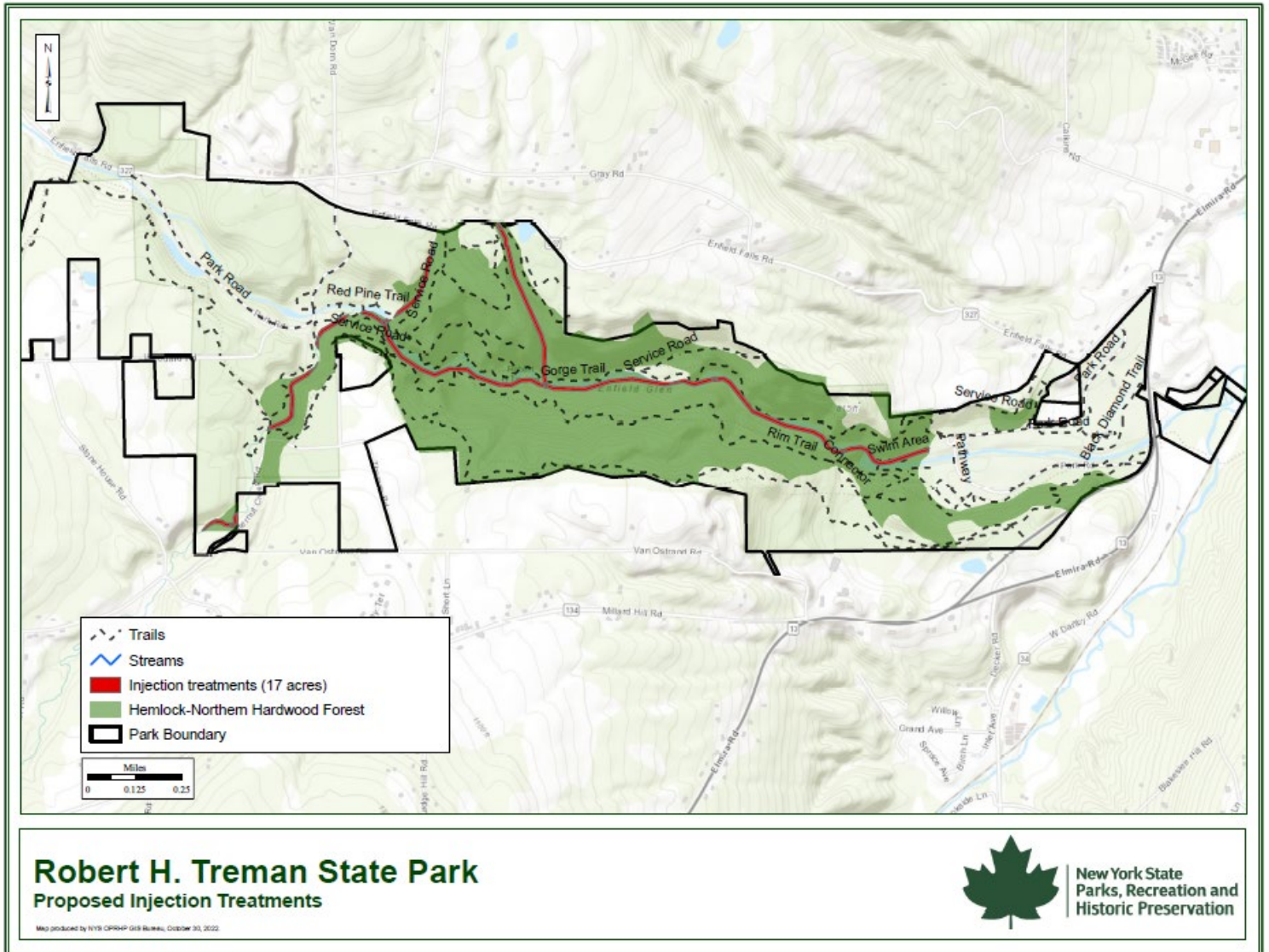
Monitoring:

- a. The contractor will inspect the treatment area prior to treatment, and will perform a post-treatment inspection to assess control of HWA activity with HWS staff.
- b. Due to the delayed effect of imidacloprid, site monitoring will be based on an 18-month timeline with final monitoring completed in April 2026 by NYOPRHP or HWS staff.
- c. Monitoring results will be provided to HWS in a summary report upon completion of work.

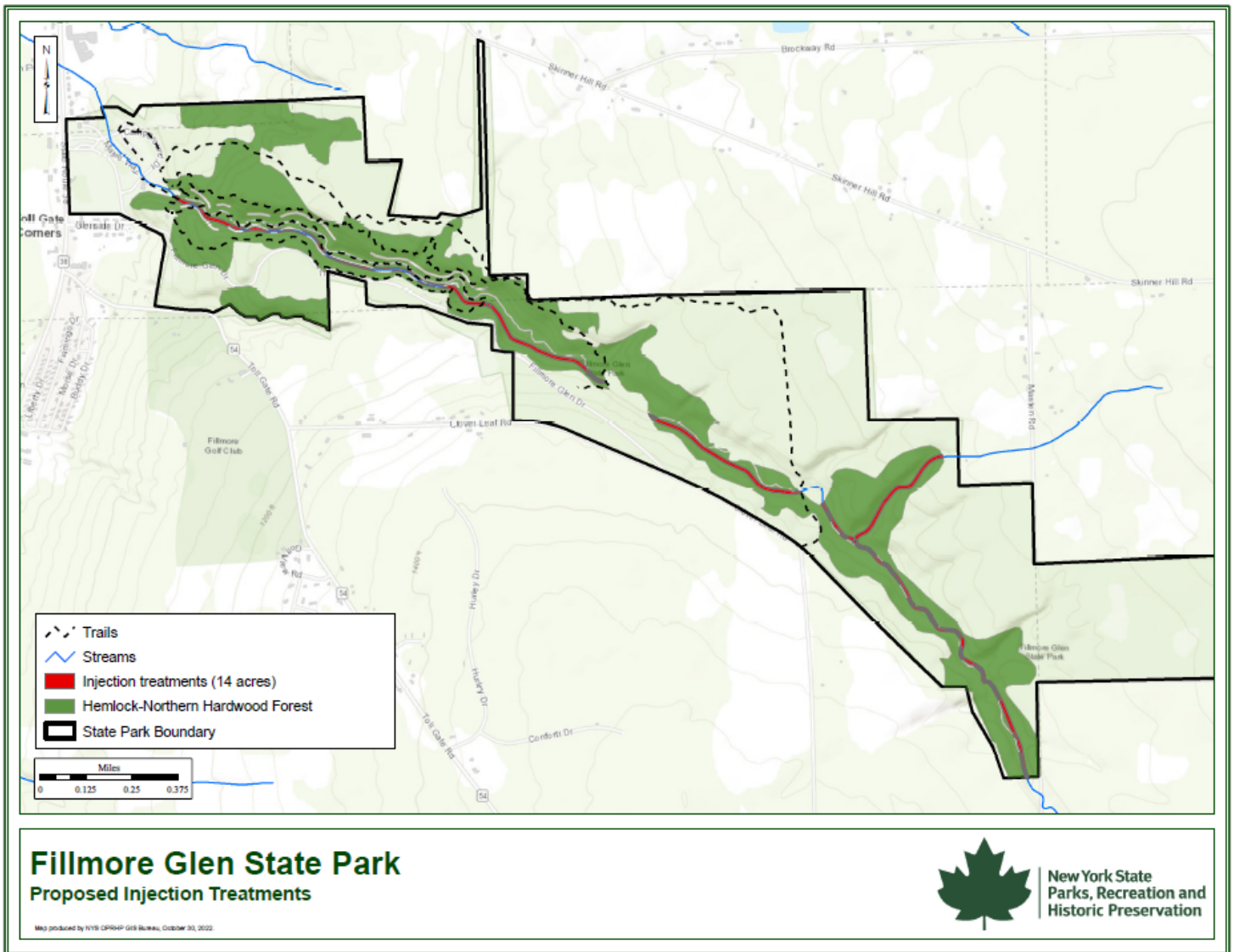




Pesticide control of *Adelges tsugae* in the Finger Lakes Region.
Exhibit A- Scope of Work



Pesticide control of *Adelges tsugae* in the Finger Lakes Region.
Exhibit A- Scope of Work



Pesticide control of *Adelges tsugae* in the Finger Lakes Region.
Exhibit A- Scope of Work



EXHIBIT B
Payment Schedule

Output #	Task Product	Date Due
1.	Permit fees	Due upon submittal of permit applications
2.	Provide 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 pesticide application
4.	Perform pesticide application(s)	Complete final application prior to October 31 st , 2024
5.	Submit report and invoice	November 30 th , 2024