



ONTARIO COUNTY

SOIL & WATER CONSERVATION DISTRICT

www.ontswcd.com

480 North Main Street, Canandaigua, New York 14424
Telephone (585) 396-1450 Fax (585) 396-1305

Project Title:

Hemlock Woolly Adelgid Treatment in Ontario County

Scope of work:

Perform insecticide treatments on hemlock trees in order to ensure their ability to survive infestation by the Hemlock Woolly Adelgid (HWA). The contract area(s) is/are located in:

1. Grimes Glenn: Naples, NY

Hemlock trees in the area will be treated using basal bark applications of dinotefuran, imidacloprid, or a combination of the two. Chemical will be applied according to the label and manufactures safety instructions for basal bark treatment. The Contractor is responsible for furnishing all labor, materials, equipment, tools, transportation, supervision, supplies, insecticides and related supplies required to treat hemlock trees.

The Ontario County Soil and Water Conservation District (the District) will provide the tree tags and nails to be used for identifying trees which have received treatment. The Contractor is expected to tag and record each tree treated and the amount/type of pesticide delivered.

License Requirements:

Contractor will comply with New York State regulations for licensing of commercial pesticide applicators. At all times while the Contractor is applying pesticides, at least one applicator certified by New York State in the appropriate category will be on-site. Proof of pesticide applicator certification for the appropriate state will be provided to the District prior to starting work.

Technical Specifications for Hemlock Treatments:

Work to be performed:

For all areas, the Contractor shall properly treat trees within the designated areas, as provided by the District, with either dinotefuran or imidicloprid or a combination of the two.

Application Timing:

Several factors influence the effectiveness of insecticide treatments including weather, soil conditions and insect activity. Basal bark sprays shall be applied when trees are actively growing. Basal bark sprays shall not be applied to wet bark, or if rain has occurred or will likely occur within 12 hours of application. Fall (September – November) represent ideal months for application. Within these timeframes application will be limited to those times in which soil condition are optimum for tree growth including above freezing temperatures and the presence of soil moisture. Work should be completed in 2022.

Application Methodology:

Treatment areas will be designated by a site map. Specific trees to be treated will be at the discretion of the contractor, following verbal guidance from the District, with the main objective being to disperse treatment evenly throughout the designated area(s). Each location delineated in this contract will have an associated dollar amount representative of the budget available for treatment in the area. The Contractor is responsible for ensuring that this dollar amount is not exceeded. A site will be considered complete when all funds have been exhausted and/or all trees have been treated within the designated area as identified by the District.

After treatment, each tree will be tagged with an aluminum nail and aluminum tag at the base of the tree (provided by the District). Tags should be placed on the west side of the tree except in instances where a trail is present. When adjacent to a trail tags will be placed on the opposite side of the tree from the trail. Tag numbers must not duplicate per geographic location.

All areas must be posted accordingly following treatment.

Record Keeping and Reporting:

The Contractor shall keep a log of each tree treated, its corresponding tag number, diameter, live crown ratio and chemical applied. This document will be provided to the District.

The Contractor shall maintain accurate daily records of dbh inches of each tree treated, the amount of chemical per tree and the total amount of chemical used at each site.

All data sheets must be provided to the District prior to receiving payment.

Site Specific Details:

Location	ATV access	% Rope work	Level of Infestation
Grimes Glenn	No	75%	moderate

INSTRUCTIONS TO BIDDERS

PRE-BID SITE WALK

A pre-bid site walk of each location will be available upon request. Locations of each bid-site are as follows:

Grimes Glen: 4703 Vine Street, Naples, NY

RESTRICTED COMMUNICATIONS

Pursuant to State Finance Law §139-j and §139-k, the solicitation includes and imposes certain restrictions on communications between the Ontario County Soil & Water Conservation District ("District") and a Bidder during the procurement process. A Bidder is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the contract by the District ("restricted period") unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). District employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is Megan Webster or her representative, telephone (585)396-1450. Bidders responding to the RFB must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Bid Form.

BID DOCUMENTS

In making copies of Bid Documents (RFB, Plans, Drawings, Project Manual, etc. as applicable to the Project) available, the District does so only for the purpose of obtaining Bids on the Work and does not confer permission or a license or grant for any other use. Only the documents obtained from the official source should be relied upon. The only "official source" is the District office located at 480 N. Main St. Canandaigua, NY 14424.

The Bidder's attention is directed to the fact that all applicable Federal, State and Local laws, rules and regulations, whether referenced specifically or not, shall apply to any Contract issued under the RFB, and they are assumed to be included in these Specifications as if they were written out in full. Citations of codes, industry or other reference standards are also assumed to be included as if they were written out in full.

PREPARATION OF BIDS

Each Bid shall be submitted at the time and place set forth in the Notice to Bidders on the Bid Forms provided. All requested information on the Bid Forms must be completely filled in with ink or computer.

Each Bidder shall familiarize itself with all documents and references in the RFB and will be held responsible to fully comply therewith. The submission of a Bid acknowledges that the Bidder has examined the Site and taken into consideration all items, which affect the Work and that the Bidder has examined any Plans and Specifications included or referenced in the RFB.

The successful Contractor is required to pay the prevailing hourly wage rates and supplements throughout the term of the contract pursuant to New York State Labor Law. Certified payrolls MUST be submitted with each invoice for the District to make any payment(s).

The Bidder shall take into account in its Bid pricing all labor, insurance and all other costs, including but not limited to all changes in Prevailing Wage rates and applicable Supplements that may be forthcoming during the time the contract is in force. The Bid price submitted shall be exclusive of Federal, State and Local taxes as the District is exempt.

Attention of Bidders is also particularly called to Section 103-d of the General Municipal Law of the State of New York on Non-Collusive Bidding.

SUBMISSION OF BIDS

All Bids must be submitted upon the forms furnished in the RFB to the District Manager of the Ontario County Soil & Water Conservation District, at the District office located at 480 N. Main St. Canandaigua, NY 14424 up to and including 12:00 P.M., prevailing time on **August 12, 2022**. Bids will be publicly opened and read aloud by the District Manager on **August 12, 2022 at 1:00 PM**.

Bids must be enclosed in a sealed envelope and plainly marked with the Project Title "ONTARIO COUNTY HWA TREATMENT". Bidders are cautioned that it is the responsibility of each individual Bidder to assure that its Bid is in the possession of the responsible official or her or her designated alternate prior to the Bid submission deadline. The District is not responsible for delays of any nature by mail and/or delivery services.

Bidder shall enclose with the Bid, references for prior satisfactory completion of work at least equal in size, scope and complexity to the Work proposed.

The Contractor shall agree to finish the Work by the completion date indicated in the RFB, if any, or as negotiated and specified in the Contract. The Contractor shall provide all required insurance coverages with the District and Landowner named as additional insured and proof of Workers Compensation Insurance or proof of exemption. Contractor shall hold the District and Landowner harmless against any defects in workmanship or materials which appear within one year from the final completion of the Work and acceptance by the District.

Bidders shall submit the following documents:

1. Bid Form
2. Disclosure of Prior Non-Responsibility Determinations
3. Corporate Resolution and Seal, as applicable

A corporation submitting a Bid must include a copy of a Resolution of its Board of Directors authorizing the making of said Bid, and certified as a true and correct copy by the Secretary of said Corporation. Corporations shall affix their Corporate Seal to the Bid. Bids submitted by partnerships should be signed by all partners unless proof of the signatory partner's authorization

to sign is provided (e.g. copy of partnership agreement). Attorneys-in-fact who sign a Bid or Bonds must file with each a certified copy of their Power of Attorney.

Within two business days after the opening of Bids, the apparent three (3) lowest Bidders, if directed by the District Manager must submit additional information, including but not limited to financial or experiential information for a responsibility determination, proposed project schedule, proposed staffing, etc. Failure to submit the information may result in declaration of Bidder as non-responsive and ineligible for a Contract award.

No Bid shall be withdrawn for a period of forty-five (45) days subsequent to the opening of Bids without the consent of the District Manager. If the Bid is accepted, by its submission of a Bid, Bidder agrees to enter into the Contract in the form contained in the Contract documents within ten (10) business days of the Intent to Award date.

BASIS OF AWARD

The District reserves the right to award the contract to the Lowest Responsive and Responsible Bidder(s) on a total bid basis. Furthermore, the District reserves the right not to award any or all items with or without re-soliciting for the work in the future. The term "Lowest Responsive and Responsible Bidder" as used herein shall mean the Bidder whose price is determined by the District to be the lowest of those Bidders determined to possess the skill, ability, expertise, experience, qualifications, integrity and other qualities necessary for the faithful performance of the Work.

Bidders may be further investigated by the District to determine if they are responsible, qualified and eligible to perform the Work. The investigation of a Bidder may include, among other factors, whether the organization is adequate in size, is authorized to do business in the jurisdiction where the Project is located, has had sufficient and successful previous experience, and whether available labor, equipment, financial resources, expertise, and other factors are adequate to assure Owner that the Work will be completed in accordance with the terms of a contract. The amount of other work to which the Bidder is committed may also be considered.

Pursuant to State Finance Law §139-j and §139-k, the District is required to make a determination of the responsibility of any Bidder. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Bidders must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Disclosure of Prior Non-Responsibility Determinations.

No Contract will be awarded to any individual or entity not properly registered to do business in the State of New York in accordance with applicable New York laws.

In evaluating Bids, the District reserves the right to consider the qualifications of only those Bidders whose Bids are in compliance with the prescribed requirements and therefore are considered responsive. The District reserves the right to reject the Bid of any Bidder that is non-responsive or that the District considers non-responsible if they do not possess the qualities set forth herein as evaluated through the Qualifications Statement, Disclosure of Prior Non-Responsibility Determinations, and any additional information requested or investigation done by the District. The District reserves its rights to waive any informality or

reject any or all Bids with or without advertising for new Bids, if in the best interest of the District.

The District, at its sole discretion, has the right but not the obligation, to waive minor irregularities. The District reserves the right to reject any and all Bids.

Failure of the Bidder receiving a Notice of Award to comply with any term or condition of the RFB, may result in forfeiture of the Bid Security to the District as liquidated damages.

NOTICE OF AWARD AND EXECUTION OF CONTRACT

If a contract is to be awarded, the District will give the Lowest Responsive and Responsible Bidder(s) a Notice of Award within forty-five (45) calendar days, after the actual date of the opening of the Bids.

Subsequent to a Notice of Award to the Lowest Responsive and Responsible Bidder(s), unsigned copies of the Contract and all other applicable Contract Documents will be delivered to the Awardee. Within ten (10) business days, after the date of receipt of such Contract Documents, the Awardee shall execute and return to the District all copies of the Contract and all other applicable Contract Documents, including without limitation, required certificates of insurance. Thereafter, upon all required reviews and approvals, the District will deliver one fully signed executed to Contractor. The District shall incur no obligations, contractual or otherwise, unless and until the District both executes the Contract and delivers to the Contractor a written Notice to Proceed. Failure to submit all required documentation may result in disqualification of the Bidder as non-responsible and forfeiture of Bid Security.

QUESTIONS & ADDENDA

All questions about the meaning or intent of the RFB may be submitted, until noon, **August 12, 2022**. Questions submitted prior to the deadline shall be responded to through the Addendum process. Questions submitted after the deadline shall receive no response. Submit questions in writing through email to Megan Webster (megan.webster@ontswcd.com) or Katie Lafler (Katie.lafler@ontswcd.com).

Written clarifications or interpretations will be issued by Addenda before the Bid Opening date. Only questions answered by written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be mailed via certified mail, with return receipt requested or overnight delivery, to all parties recorded as having received the RFB from the official source.

Each Bidder must be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Bid Form.

BID FORM

TO: Ontario County Soil & Water Conservation District
 c/o Megan Webster, District Manager
 480 N. Main St. Canandaigua, NY 14424

DATE: _____

 (Name of Firm or Corporation submitting Bid)
 having a principal place of business at _____

proposes to perform all Work and furnish all labor and equipment necessary for the Ontario County Hemlock Woolly Adelgid Treatment Project, in accordance with the RFB for the same dated **August 12th 2022** at 1:00 PM, on file in the office of the Ontario County Soil & Water Conservation District. The undersigned declares that the Bid is made without collusion and in compliance with the Procurement Lobbying Law; that the Bidder has carefully examined all Bid Documents and informed itself fully of all conditions pertaining to the Work and the place where it is to be performed; and that he or she has full authority to submit the Bid on behalf of the above-named entity.

DESCRIPTION: Dinotefuran Treatment (per DBH inch)	TOTAL PRICE
Total Bid	\$ _____
Total price in words:	

DESCRIPTION: Imidicloprid Treatment (per DBH inch)	TOTAL PRICE
Total Bid	\$ _____
Total price in words:	

DESCRIPTION: Mix Treatment (per DBH inch)	TOTAL PRICE
Total Bid	\$ _____
Total price in words:	

DESCRIPTION: Rope Treatment (additional cost per DBH inch)	TOTAL PRICE
Total Bid	\$ _____
Total price in words:	

DESCRIPTION: Site Specific Overhead	TOTAL PRICE
Total Bid	\$ _____
Total price in words:	

Amounts shall be shown in both words and figures where indicated. In case of discrepancy, the amount shown in words shall govern.

The District reserves the right to award the contract to the lowest responsive and responsible Bidder(s) on a total bid basis. Furthermore, the District reserves the right not to award any or all items with or without re-soliciting for the work in the future. The District reserves its rights to waive any informality or reject any or all Bids with or without soliciting new Bids, if in the best interest of the District.

If awarded, the Contractor will be required to provide proof of liability insurance, proof of short term disability and proof of workers compensation.

If a Contract is awarded to the entity submitting the Bid, the undersigned hereby agrees the entity will enter into a Contract within ten (10) business days of the Notice of Intent to award, to abide by all the terms and conditions of the Bid Documents and the Contract, and to complete the Work by **November 30, 2022** (Dependent upon weather conditions) at the price listed above. The undersigned agrees that extra work or omitted work, if any, shall be performed as directed and will be paid for, in accordance with the Contract Documents.

 (Signature of Individual, Partner or Listing of Corporate Name)

 (Date)

 (Signature of Corporate Officer or additional Partner, if applicable)

 (Date)

 (Signature of additional Partner, if applicable)

 (Date)