

Cornell Cooperative Extension Saratoga County

50 West High Street

Ballston Spa New York 12020

**2022 Application for the**

**Capital Region PRISM Partnership Regional Invasive Species Management**

**Project Request for Proposals**

Please check the pre-application guide and supporting documents on our web page before proceeding with the application[**capitalregionprism.org/rfp.html**](https://www.capitalregionprism.org/rfp.html) The deadline for project proposal request is **January 6th, 2022 at 9:00am.** Please complete in full as a PDF document and return to Kristopher Williams, the Capital Region Partnership Regional Invasive Species Management (“PRISM”) Coordinator, via email to [**kbw44@cornell.edu**](mailto:kbw44@cornell.edu). Proposals will be reviewed and selected by the PRISM Steering Committee. Notice of contract awards will be announced by **February 28th 2022**. Formal agreements will be subject to approval by the Executive Director of the Cornell Cooperative Extension of Saratoga County (“CCE Saratoga County”) and The New York State Department of Environmental Conservation Invasive Species Coordination Unit (“NYSDEC ISCU”).

**Project Overview:**

|  |  |
| --- | --- |
| Project Title: |  |
| Brief summary (2-3 lines): |  |
| Start and Completion Dates: |  |
| Total amount requested: |  |

**Project Information:**

|  |  |
| --- | --- |
| Project Contact Person: |  |
| Telephone Number: |  |
| Email: |  |
| Organization/Entity Applying: |  |
| Business Mailing Address:  City/ State/ Zip: |  |
| Tax ID: |  |
| Is the applicant a non-profit organization? (y/n): |  |
| Is the applicant a state registered minority/women-owned business?  State Certificate Id. |  |
| Is the proposed work being executed in an Environmental Justice Area (y/n): |  |
| Is the proposed work located in an Agricultural District (y/n): |  |
| iMap User Name, Person #, Record/Presence # |  |

#### Appendix A- Scope of Work

[Complete the application with no more than 4 pages of single-spaced responses using Calibri font, 11 point and 1” margins] [All aspects of the selection criteria must be addressed.]

|  |  |
| --- | --- |
| **RFP Application Selection Criteria** | |
| ***Appendix 1 – Scope of Work*** |  |
| -1. Importance | 15 points |
| -2. Priority Objectives | 5 points |
| -3. Proposed Solution | 10 points |
| -4. Measures of Success | 15 points |
| -5. Capacity | 10 points |
| -6. Partnership | 5 points |
| -7. Reporting and Data Sharing | 15 points |
|  |  |
| ***Appendix B – Budget*** | 25 points |
|  |  |
| ***Proposal Total*** | ***100 points*** |

**Justification, Feasibility, and Importance of Project.** It is incumbent upon the applicant to demonstrate the justification and feasibility of the project in which a [“**Recommended Framework of Response to Invasive Species Management**”](https://www.capitalregionprism.org/framework-for-response.html) is considered while addressing the goals and objectives of the Capital Region PRISM 2022 Work Plan and/or PRISM Priority Examples. These documents can be found at [**www.capitalregionprism.org/rfp.html**](http://www.capitalregionprism.org/rfp.html)

1. **Importance** *[Where relevant to the project, please include]* ***15 Points \_\_\_\_\_***
2. An executive summary of the proposed project, describing a statement of the problem, proposed solution(s), and outcomes of work action(s). The proposal should demonstrate the justification, feasibility, and convey the importance of conducting such work.
3. Describe the geographic area/location of where this project will occur or the area served. Describe the breadth of how this project may have broad impacts within or beyond this region, if appropriate. Proposals with broad impacts to the environment and/or community at large will receive greater consideration over proposals with a small and narrow benefit to the environment and/or public.

The project must be inside the [PRISM Boundary](https://www.capitalregionprism.org/about-us.html) **.** [*Attach a map of the area as an Addendum in 1a*]

1. List and describe the invasive species targeted in the proposal. Include information from the PRISM Species [Tier List.](http://www.capitalregionprism.org/downloads.html) Is the species a Tier 4-Widespread/Local Control, Tier 3-Containment, Tier 2-Eradication, Tier 1-Early Detection/Prevention of organism within the PRISM. What is the New York State Invasive Species Threat Ranking Value or other evidence of its invasiveness and/or threat? Use the New York Invasive Species (IS) Information Web Site <http://nyis.info/invasiveness-rankings/>
   * + [Non-native Animal Assessments](http://nyis.info/non-native-animal-assessments/)
     + [Non-native Plant Assessments](http://nyis.info/non-native-plant-assessments/)
2. State if the proposed work will be executed in or near an ecologically significant area, important habitat, and/or a conservation management area. State if the work action(s) will protect threatened, endangered or species of greatest conservation need. Is a threat present to human health, livestock, or agricultural crops? [If applicable describe.]

* *To Identify Ecologically Significant Area:* Using the New York State Invasive Species Prioritization Model; does the conservation target area fall within or near a location designated as having a high Comprehensive Value. Regions of the state where the “Risk of Spread,” and “Ecological Significance,” is strong along with any “Protected Areas” are designated with High Comprehensive Score as indicated by dark shaded areas on the map.
* The model can be found by following the link [NY Invasive Species Prioritization Map Models](https://arcg.is/0D8XjT).Click the **Details** label on the left then **Show Contents of Map** to open up the scoring attributes. Check the label (**Prioritization Model: Comprehensive Score**). Describe the heat map in relation to shading as low, moderate, or high to demonstrate the locations comprehensive score. Darker colors represent higher values. [*Please feel free to include a screen shot to demonstrate this qualifier if applicable as an addendum in 1b* .]
* *To identify if conservation priority species or habitats are located in or near the geographic area where the proposed work will occur use the following resources.* [if applicable describe]
* Use the New York State Department of Environmental Conservation “[Environmental Resource Mapper](https://www.dec.ny.gov/animals/38801.html)” to identify significant natural communities, and rare plants or animals. Direct Link to the Environmental Resource Mapper: [<https://gisservices.dec.ny.gov/gis/erm/>]
* NYSDEC Threatened and Endangered Species [www.dec.ny.gov/animals/7494.html](http://www.dec.ny.gov/animals/7494.html)
* NYSDEC Wildlife Action Plan: Species of Greatest Conservation Need <https://www.dec.ny.gov/animals/7179.html>
* Other: [New York Natural Heritage Program Conservation Guides, Rare Animal and Plant Status List](https://www.nynhp.org/) .

1. Innovation *[If applicable, please identify any innovative approaches or aspects to the project. Please provide information or evidence supporting the idea that this innovation will represent a successful alternative or improvement over traditional approaches.]*
2. If executing an education and outreach project which audiences are to be addressed, state how many anticipate participants that will be reached by the product.
3. **Priority Objectives *5 Points \_\_\_\_\_***
   1. State the proposed category(s) of work that is alignment to the Capital Region 2022 Work Plan or PRISM Priority objectives.
      * Education and outreach
      * Prevention
      * Early Detection and/or Rapid Response [Which target species and tiers?]
      * Management [Is the proposal targeting Eradication, Containment, Exclusion, and/or Suppression?]
   * Proposals including management of Tier 1 and 2 species will receive greater consideration.
   * What form(s) of integrated pest management strategies will be utilized [Manual, Mechanical, Chemical, Social/Cultural, Biocontrol]
     + Recruitment of citizen scientists or volunteer base
     + Research
     + Restoration
     + Other (explain)
   1. Please list each priority goal and objective in the proposed project and how these targets address the [Capital Region 2022 Work Plan](http://www.capitalmohawkprism.org/rfp.html) or [Capital Region PRISM Priority Examples](http://www.capitalmohawkprism.org/rfp.html).
4. **State the Proposed Solution *10 Points \_\_\_\_\_***
5. Describe the strategies and/solutions to the identified problem. Include and source best management practices and strategies if applicable for all levels of funding.
6. **For applicants seeking funding greater than $2500 up to $25,000.** To assess if the proposed solution to the identified problem is valid and all factors are considered, the PRISM strongly encourages partners to conduct a [*“Recommended Framework of Response for Invasive Species Management.”*](https://www.capitalregionprism.org/framework-for-response.html)Applicants seeking to justify the management of priority species, where applicable, should run an analysis of the Invasive Plant Management Decision Analysis Tool created by the Nature Conservancy. The tool is designed to help the land manager to make a more informed decision regarding proposed actions. The tool may not be applicable to all projects and is for proposals seeking to conduct eradication, containment, and/or suppression techniques. Note the tool is a model and should not be used to disqualify work projects. The intent of the tool is to address unknown and known variables. The tool may not be applicable with large sets of species to manage in a project and consider submitting a management plan.

* [IPMDAT On Line Tool](https://www.ipmdat.org/) or [IPMDAT worksheet](https://www.capitalregionprism.org/uploads/8/1/4/0/81407728/decision_analyses_tool_-_blank_fillable_copy.pdf). *[Attach IPMDAT report as an Addendum in 1c.]*

1. **For applicant seeking funding greater than $10,000 and up to $25,000**

* Include Land/Lake Management Plan and/or Invasive Species Management Plan. [*Include as an Addendum in 1d*.] Land or Lake Management Plans are need for control and treatment work. Contact our office for a template. Education, outreach, early detection, and research proposals **do** **not** need a management plan.
* For example, land management templates and description please follow the link here

<https://www.capitalregionprism.org/framework-for-response.html>

1. **Measures of Success *15 Points \_\_\_\_\_***

*Explain how your methods will achieve the project’s goals.*

1. If there are examples of previous successful application of your planned techniques or approach, they should be described. For Example: Research, Best Management Practices, Previous Trials, and Similar Case Studies.
2. By what standard would you assess whether the project has been satisfactorily completed, and how should the project’s success be evaluated? Will you do this evaluation?
3. Please include information about the likelihood for long-term success of the project, whether successive years of work will be required, and the level of commitment or support for follow-up work.
4. State methods or practices for post treatment monitoring and reporting.
5. **Capacity *10 Points \_\_\_\_\_***
6. *Please describe with details the organization’s capacity to perform the proposed work. [If applicable include example descriptions of similar or related and transferable work(s) successfully completed as an Addendum in 1e.]*
7. **Partnership *5 Points \_\_\_\_\_***
8. *Identify and describe partners involved in this project and their expected contribution.*

Attach letter(s) of support and/or letters of commitment provided by partners in *Addendum 1f*. Letter(s) of commitment should include a statement describing the contribution that the partner is committing to make to the project.

1. PRISM Partner Involvement

* Identify whether you are an Active PRISM Partner. Identify which, if any, of the project partners are also PRISM partners. Groups participating in partner meetings, work groups, or who have worked with the PRISM in past are considered partners.

1. **Final Report, Deliverables, and Data Sharing, *15 Points \_\_\_\_\_***
2. **Reporting:** A final written report is required by **December 9th 2022 by 1:00pm**. In addition, all recipients are required to report on their proposal and work completed at a PRISM Partners Meeting thereafter in December. If applicable the final report should include a summary of data collected to document invasive species, outreach, survey and management effort(s).
3. **Data Collection and Recording of Metrics are Required to be Reported in iMapInvasives:**

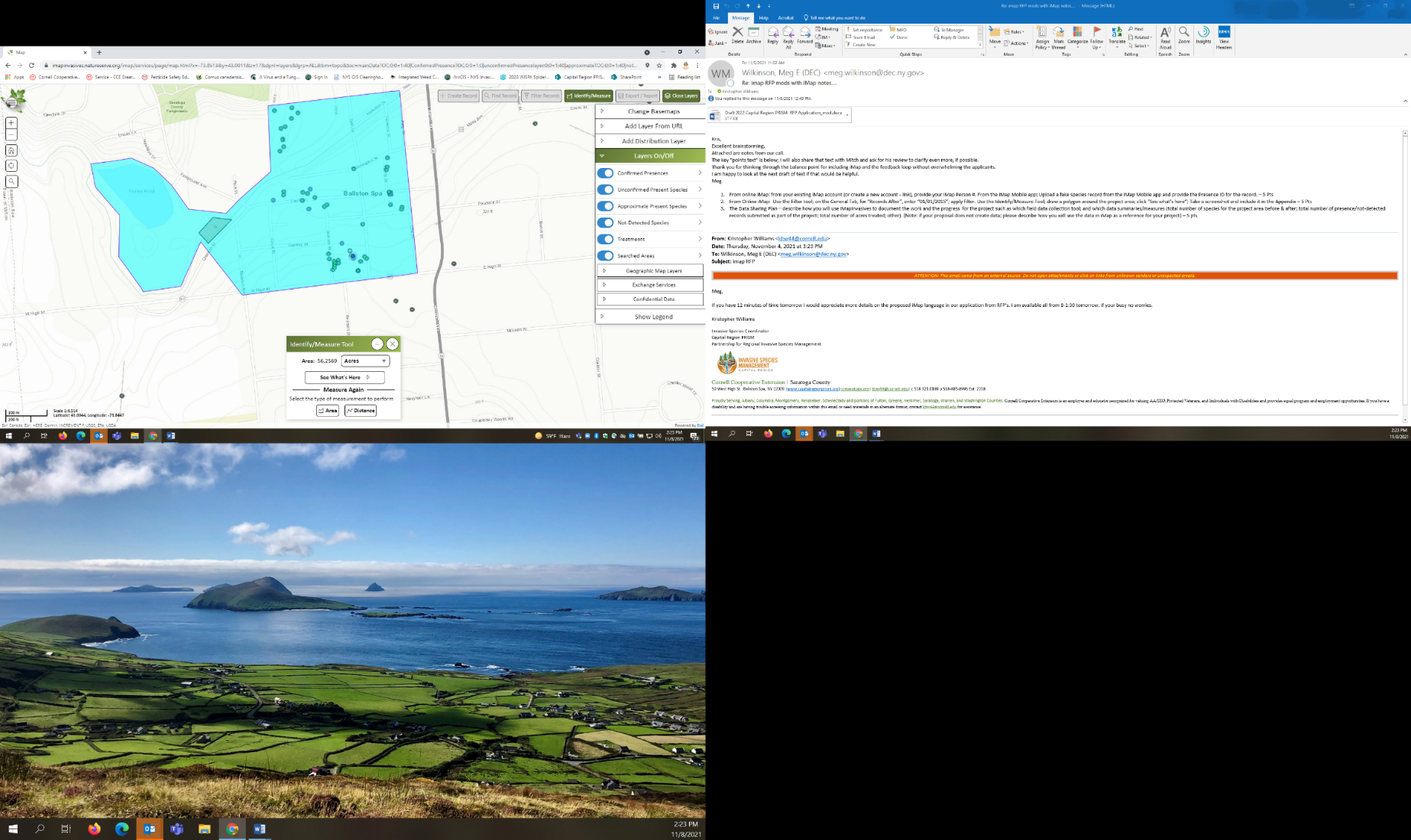
The collection of data and recording of metrics for all types of detections surveys, rapid response, and

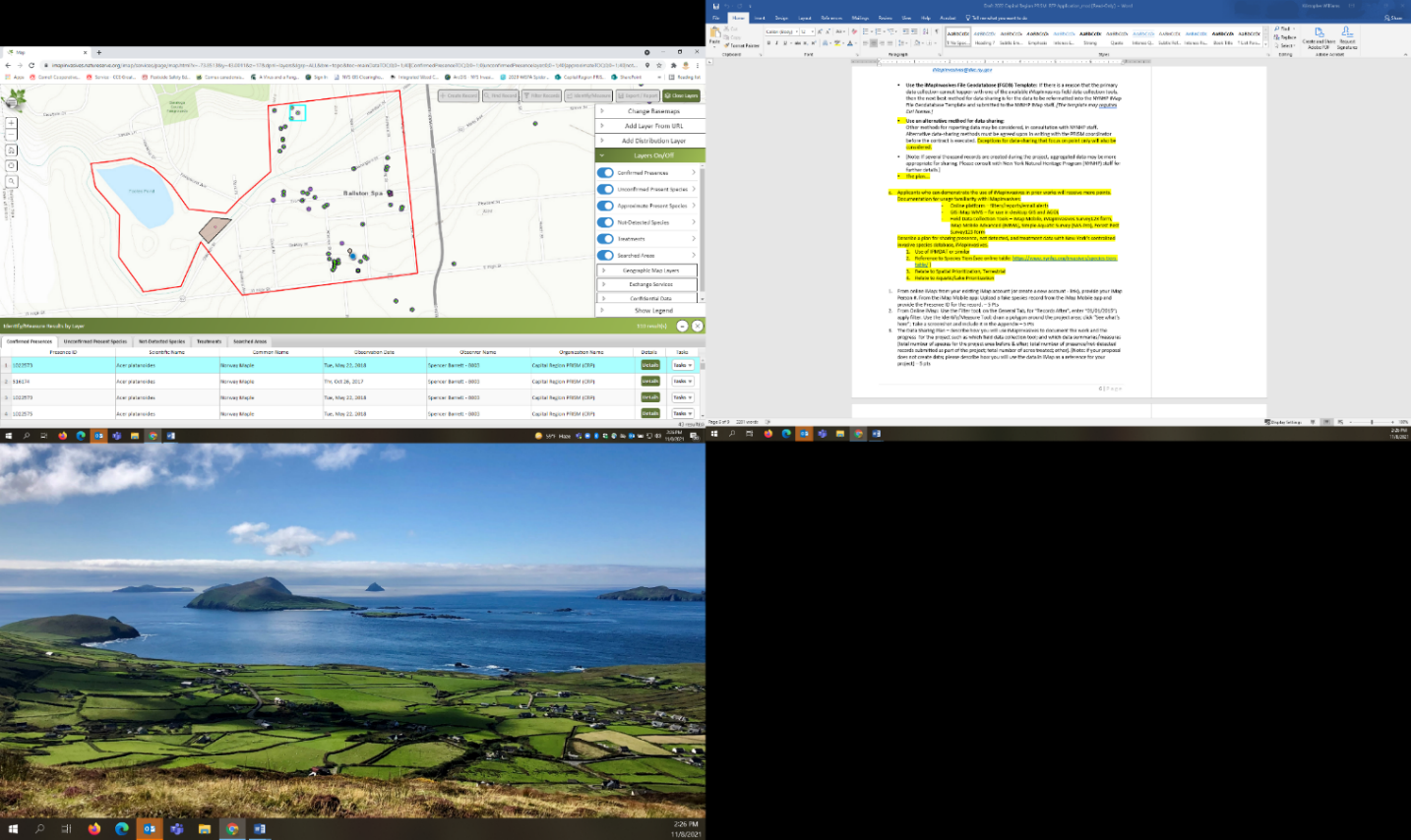
management of invasive species will be reported through iMapInvasives. Data sharing includes all

presence, not detected, and treatment data created or collected for the project.

* To register for a free account please follow this link. <https://www.nyimapinvasives.org/>
* Training on how to use iMapInvasive tools can be provided. Please contact the PRISM coordinator with questions or concerns or consult with a member of the iMapInvasive team.

1. To demonstrate competency in the data sharing requirement complete the following.
   * State your **iMap User Name** and **Person #** on the front page of the application. Person number is found in **Your Accounts** in the menu/preference section on the app or online. Upload a fake species on your electronic device from the iMap Mobile App and provide a **Record/Presence ID** for that upload. The record identification number should be sent to your email after uploading the fake species. The **Record/Presence ID** can also be found as an unconfirmed point on the map in the desktop version of iMapInvasives. Post that number on the front of the application.
   * Using the online desktop version of iMapInvasives; Use the **Identify/Measure** Tool; draw a polygon around the project area; click “See what’s here”; [*Take a screenshot and include it as an Addendum 1g.*] Applicants can submit screen shots of current or prior works to demonstrate competency for this requirement.
   * State a brief plan of how you will use iMapInvasives to document the work for the project. Such as which field data collection tool (listed below) and which data summaries or measures will be reported. [i.e. total number of presence/not-detected records submitted as part of the project; total number of acres surveyed or treated; other etc.]. Note if your proposal does not create data please describe how you will use the data in iMap as a reference for your project if applicable. [Example, post iMapInvasive logo for reporting invasive species on outreach projects, use iMapInvasives to describe current species found in the geographic region]





*Current tools available to assist in data collection.*

**Several iMapInvasives field data collection tools are available for primary data collection.**   
The preferred method for sharing data with iMapInvasives is through the use of one (or multiple) field data collection tools developed by the New York Natural Heritage Program (NYNHP) listed below. When using these tools, data is created in a format that is already compatible with the iMapInvasives platform and automatically load records from these tools into the iMap database.

* **Basic Application Tools: (Will Work for Most Applicants).**

- iMapInvasives Mobile App On a Cellular Device

[presence/not detected points only; no internet connectivity required]

- [iMapInvasives Online](https://imapinvasives.natureserve.org/imap/services/page/map.html) From a Personal Computer

[presence/not detected/treatment points and polygons; internet connectivity required]

Survey, Presence, and Treatment Points or Polygons Can Be Drawn in the Field on a Mobile Device.

\* Requires an ARC GIS Online Account

\*\* Requires an ARC GIS Online Account to Edit Data in the Field

A formal request must be made for these tools.

Esri/Arc GIS Online subscription fees are not provided.

* **Advanced Application** **Tools:**

- iMapInvasives Survey123 form

- iMap Mobile Advanced (iMMA)\*

- Simple Aquatic Survey (SAS-Pro)\*\*

- Forest Pest Survey123 form\*\*

For additional details about each of the field data collection tools: Check out the Reporting an Invasive web page at <https://www.nyimapinvasives.org/report-an-invasive> . Online training is available for each of the tools listed above: <https://www.nyimapinvasives.org/training> or Consult a member of the iMapInvasive Team or Capital Region PRISM Team for assistance.

**Other:**

* **Use the iMapInvasives File Geodatabase (FGDB) Template:** If there is a reason that the primary data collection cannot happen with one of the available iMapInvasives field data collection tools, then the next best method for data sharing is for the data to be reformatted into the NYNHP iMap File Geodatabase Template and submitted to the NYNHP iMap staff. [The template may require Esri license.]
* **Aggregated Data**: If several thousand records are created during the project, aggregated data may be more appropriate for sharing. Please consult with the Capital Region PRISM Coordinator and the iMapInvasive staff for further details. [iMapInvasives@dec.ny.gov](mailto:iMapInvasives@dec.ny.gov)
* **Use an Alternative Method for Data-Sharing:**Other methods for reporting data may be considered, in consultation with Capital Region PRISM Coordinator. Alternative data-sharing methods must be agreed upon in writing with the PRISM coordinator before the contract is signed.

**Appendix B. Budget** **25 Points \_\_\_\_\_**

**1. Budget form** [Use the form below or insert a more detailed breakdown of your own]

The maximum level of funding will be $25,000 per subcontract including indirect costs. Matches in kind are not part of the funding request. Smaller funding requests will be accepted and evaluated commensurate with measurable results and/or expended outcomes. The money for this program comes from the New York State Environmental Protection Fund with reimbursements released from the New York Department of Environmental Conservation. We expect to fund several projects through this RFP, but are not obligated to award all funds.

|  |  |  |  |
| --- | --- | --- | --- |
| Budget Category | Project Total | Requesting | Match |
| Personal Services:  Salary, Wages |  |  |  |
| Fringe Benefits |  |  |  |
| Equipment/Tools |  |  |  |
| Electronics and Software |  |  |  |
| Materials and Supplies |  |  |  |
| Outside Services / Subcontractor Service Fees |  |  |  |
| Permitting |  |  |  |
| Printing and Postage |  |  |  |
| Travel |  |  |  |
| Other (explain below) |  |  |  |
| Indirect costs |  |  |  |
| **TOTAL:** |  |  |  |

1. **Budget justification:** [Proposals demonstrating explicit budget justifications will receive greater points.]Explain each line in the budget form above with details and itemized expenses. Include quotes for outside services, equipment, and subcontractors*. [Please include quotes in the Addendum 1b.] [Expenses for fundraising and food are not accepted]* 
   1. Personal Service: Salary, wages – [Include rate of compensation or billing rate for salary and wages with estimated hours or days of work.]
   2. Fringe Benefits
   3. Equipment/Tools
   4. Electronics/Software [including licensing fees]
   5. Materials and Supplies [including removal and disposal of materials]
   6. Outside Services/Subcontractors

* Demonstrate previous business relationships with working with subcontractors
* If selecting a subcontractor provide quotes from vendor(s), work history, and reference.
* Are sub-contractor costs included with detailed description of work to be performed and itemized?
  1. Permitting
  2. Printing and Postage
  3. Travel
  4. Other
  5. Indirect costs [include percentage rate]
  6. Total Cash Match and/or Total In-Kind Match (list source)

1. **Timeframe** *[Clearly identify timeline of activities and deliverables for each project partner. Breakdown must be at least quarterly.]*
2. Include a time line or calendar of events for work to be executed.
3. When applicable identify and include all needed State, County, or Town permits to execute work. Please procure permitting months in advance. All permits need to be acted on and approved before executing work. When applicable complete **New York's State Environmental Quality Review Act (SEQR)** regarding any potential environmental impacts of the work proposed.

* <https://www.dec.ny.gov/permits/6208.html>

1. **Reporting of Results and or Project Outcomes** *[State how work performed, research completed or end*

*product in the proposal will be reported.*

1. Projects shall be completed, all deliverables provided, and a final report describing the project and results are due by **December 9th, 2022 by 1:00 p.m.** All recipients are required to report their findings or work completed at a PRISM Partners Meeting thereafter in December. Final presentations can be delivered in multiple modalities. If extenuating circumstances result in non-attendance at the December Partners Meeting, then a presentation can be given during the following spring meeting. The PRISM will need a request for an alternate partner meeting in writing**. Final invoices will not be honored unless this requirement is executed.** Final invoices for reimbursement will be released the week of **December 19th, 2022**.
2. **Documentation letters for projects including activities on public or private property.** 
   1. If the proposal is funded, applicants will be required to provide written permission from municipalities and/or private property owners stating that the scope of work to be performed on the property is approved.
   2. Alternatively, recipients may provide letters of documentation from municipal, county, state governments and/or private property owners if the proposal includes activities that are accessed through private lands. The permission will be forwarded to the Coordinator of the Capital Region PRISM four weeks prior to the start of the project. This documentation is not required at the time of submission of the proposal, but it will be required and reviewed before a subcontract is executed.

**6. Additional requirements of successful applicants when applicable**.

1. For projects requiring permits and licensing, all necessary permits, and or licenses must be obtained prior to conducting the relevant activity. PRISM Coordinator will be provided evidence that appropriate permits are in place prior to the start of the subcontract, but they are not required for submission of a proposal.

**Appendix A Scope of Work**

*Include the following Addendum(s) when appropriate.*

***Addendum 1a****. Map of Area*

***Addendum 1b****. New York State Prioritization Model Map of Comprehensive Score*

***Addendum 1c****. IPMDAT Report*

***Addendum 1d****. Lake, Land, or Invasive Species Management Plan*

***Addendum 1e****. Capacity*

***Addendum 1f.*** *Letters of Reference*

***Addendum 1g****. iMapInvasives Screen Shot of Proposed Work Area*

**Appendix B Budget**

*Include the following Addendum(s) when appropriate.*

**Addendum 1b**.  *Quotes, Subcontractor History, Extraneous Budget Details, Permitting*

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**(Contractual Agreement Follows for Those Seeking Additional Information)**



Cornell Cooperative Extension Saratoga County

50 West High Street

Ballston Spa New York 12020

Contract Number: 22-0xx

This is a Contract for Services on behalf of the Capital Region Partnership for Regional Invasive Species

Management (“PRISM”) and Cornell Cooperative Extension of Saratoga County (“CCE Saratoga County”), a 501 (c)(3), not-for-profit, educational organization in the State of New York acting through its headquarters and authorized person listed below:

Organization: Cornell Cooperative Extension of Saratoga County

Address: 50 West High Street, Ballston Spa, NY 12020

Name & Title of Contact: William M. Schwerd, Executive Director

Phone Number: 518-885-8995

Email Address: [wms4@cornell.edu](mailto:wms4@cornell.edu)

and the following person(s) and/or entities (the **“Contractor”**):

Name of Contractor:

Mailing Address:

Name & Title of Contact:

Phone Number:

Email Address:

CCE Saratoga County and the Contractor agree as follows:

1. **SCOPE of WORK**

The Scope of Work to be completed under this contract is detailed in Appendix A - Scope of Work and Appendix B Budget.

## PAYMENTS.

## Compensation

## Quarterly payments will be made upon receipt of invoices submitted for each task outlined in the Scope of Work for the amount deemed appropriate by the contractor for the proportion of total work completed during that period. All invoices in total shall not exceed the budgeted amount (Appendix B - Budget). The Contractor may request monthly reimbursements should they need to, but quarterly preferred.

## Terms of Payment: Invoices for services and reimbursement of expenses along with receipts for expenses must be presented to CCE Saratoga County before payment can be made. Reimbursement requests will be submitted to CCE Saratoga County. Final invoices are due December 19th, 2022. Invoices will include brief supporting documentation of work and purchases. Once received and accepted by CCE Saratoga County it will submit to the New York State Department of Environmental Conservation Invasive Species Coordination Unit (“NYSDEC ISCU”) for reimbursement. Once funds are received from NYSDEC ISCU, CCE Saratoga County will make payment to the Contractor by check. The maximum level of funding will be $25,000 per subcontract, including indirect costs.

1. **TERMS OF CONTRACT.** This Contract shall begin with notice of award and shall expire on **December 20th, 2022** at (the "Expiration Date"). Any extension beyond the Expiration Date must be in writing and signed by CCE Saratoga County.
2. **PERFORMANCE OF WORK.** The Contractor is qualified and willing to perform the services described above as an independent contractor in accordance with the highest standards of the Contractor's profession or craft and to the satisfaction of CCE Saratoga County. The Contractor shall not be paid for any work found by CCE Saratoga County to be unsatisfactory. If two or more persons or entities are identified as "the Contractor" on the first page hereof, their obligations hereunder shall be joint and several.
3. **LIABILITY/INSURANCE.** The work to be performed under this Contract shall be performed entirely at the Contractor's risk. To the fullest extent permitted by law, Contractor shall indemnify, defend, and hold CCE Saratoga County and our respective officers, directors, employees and agents, and their successors and assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by the Contractor or any of Contractor's subcontractors of this Services Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the Contractor or any entity for which it is legally responsible, including any allegations that the Services infringe, misappropriate, or violate any intellectual property rights of any third party. **The Contractor shall provide and maintain insurance coverage as outlined in attached Exhibit A.**

#### TERMINATION AND REMEDIES.

1. **Contract Cancellation.** CCE Saratoga County may cancel this Contract at any time for any reason upon two weeks written notice. Should this occur, CCE Saratoga County shall pay Contractor for work satisfactorily completed prior to termination of this Contract. In addition, if the Contractor defaults in performance of the Contractor’s duties under this Contract, whether for circumstances within or beyond the control of the Contractor, CCE Saratoga County may immediately terminate this Contract by written notice to the Contractor. Should termination occur as a result of the Contractor's default, CCE Saratoga County shall be entitled to damages from the Contractor resulting from the Contractor’s default and shall be entitled to offset any amounts payable to the Contractor for work satisfactorily completed against such damages. The balance of amounts payable to the Contractor for work satisfactorily completed, if any, shall be paid to the Contractor. Notice of termination shall be sent to the Contractor's address listed on page 1.
2. **Staff Change.** CCE Saratoga County may choose to cancel this Contract should a major staff change occur affecting individuals directly involved in the project/program for which this contract was originally issued and such change, in the opinion of CCE Saratoga County, may materially affect the Contractor’s ability to perform the work outlined under this contract.
3. **INDEPENDENT CONTRACTOR.** The parties intend that an independent contractor-client relationship will be created by this Contract. The conduct and control of the work will be the responsibility of the Contractor. The Contractor is not to be considered an agent or employee of CCE Saratoga County for any purpose, and no joint venture or principal-agent relationship exists. The Contractor and employees of the Contractor are not entitled to any of the benefits that CCE Saratoga County provides for its employees. Neither CCE Saratoga County nor the Contractor shall have any right, power, or authority to create any obligation, expressed or implied on behalf of the other.

## ASSIGNMENT/SUBCONTRACT. The Contractor may not assign or transfer this Contract or subcontract for the work to be performed without the prior written consent of CCE Saratoga County.

#### OWNERSHIP OF DOCUMENTS AND DATA.

1. All services performed by the Contractor must conform to the Scope of Work attached hereto as Appendix A, and shall be subject to acceptance of CCE Saratoga County. Evidence of CCE Saratoga County acceptance shall be a required document in all payment requests. The Contractor shall revise and correct, without additional compensation therefore, any required work of this Contract until the same shall be accepted by CCE Saratoga County.
2. All accepted original and other drawings, as well as all notes computations, if applicable, and reports prepared by the Contractor, or other products of the services performed under this Contract, which are required deliverables under this Contract, shall become the property of the New York State Department of Environmental Conservation (“NYSDEC”).
3. The Contractor may publish papers or other material pertaining to the work performed or to be performed under the Contract after first providing CCE Saratoga County a copy of the proposed publication for review and comment. CCE Saratoga County will provide its comments within 30 days and the Contractor agrees to consider these comments. CCE Saratoga County has the right to require the Contractor to withhold from publication any data that impacts on enforcement issues until resolution of enforcement action.
4. Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created in the performance of this work shall remain with the NYSDEC; provided that the Contractor shall be granted an irrevocable, royalty-free, non-exclusive right to reproduce, translate, and use all such copyrighted material for its own purposes.
5. Any invention or discovery made or conceived in the performance of this Contract shall be the property of the NYSDEC. The Contractor shall be entitled to a non-exclusive royalty-free license under any patent.
6. **REQUIRED REPORTS.** The Contractor is required to report on their activities with respect to this contract as follows:
   1. **PROGRESS REPORTS** The contractor is required to submit a Midseason Progress Report detailing work accomplished according to the Scope of Work (Appendix A) and deliverables completed; on or before **July 15, 2022** of the contract year. The completion of the Interim Progress Report is also a precondition for the approval of final payment requests. Failure to submit this form by the due date listed above will result in the cancellation of your contract and no funds spent will be reimbursed. If for any reason the awarded contract will not be executed please terminate the contract with the CCE Saratoga County and notify the PRISM in writing. Funds can then be reallocated to serve our communities in that calendar year. Funding for 2022 projects through the Environmental Protection fund cannot be held over into a subsequent year.
   2. **FINAL PRESENTATION.** A presentation to the PRISM will be given by the Contractor after the project is substantially completed. This presentation may be delivered in person at a regularly scheduled PRISM Partner meeting in December or delivered via webinar by pre-arrangement with the PRISM coordinator.

## FINAL REPORT. A final written report is required by December 9th, 2022 by 1:00 pm to be delivered in PDF electronic format and which will be made publicly available. Final reimbursements will not be executed unless this requirement is made on or before December 9th 2022. In addition, all recipients are required to report on their proposal and work completed at a PRISM Partners Meeting thereafter in December. If applicable the final report should include a summary of data collected to document invasive species, outreach, survey, and management effort(s).

## Data collection and recording of metrics are required to be reported in iMapInvasives online, a GIS- based data management system. The collection of data and recording of metrics for all types of detections surveys, rapid response, and management of invasive species will be reported through iMapInvasives. Data sharing includes all presence, not detected, and treatment data created or collected for the project, this requirement is due on or before December 9th 2022.

1. **RECOGNITION OF FUNDING.** The Contractor is required to give the PRISM and NYSDEC via the Environmental Protection Fund credit for the financial support provided to the Contractor in any public communication, publication or other copy resulting from this work by inclusion of the words.

***"This project was contracted by the Capital Region PRISM a Partnership for Regional Invasive Species Management using funds from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation."***

1. **TITLE TO EQUIPMENT.** Any equipment purchased with funds provided by CCE Saratoga County under this Contract shall be the property of NYSDEC, unless specifically provided for otherwise. As such, equipment is considered to be in the service of the PRISM and may be required to be provided to the PRISM Coordinator at the end of the Contract or at such time in the future as it is needed for PRISM projects.
2. **USE OF CCE SARATOGA COUNTY NAME/LOGO.** The Contractor is granted a license to use CCE Saratoga County and/or CCE Saratoga County's logo to the extent the work performed contemplates their inclusion in the final work product and for no other purpose without CCE Saratoga County’s prior written consent.
3. **USE OF PRISM LOGO.** Any products produced with PRISM funds for public use or display **must include** the PRISM logo and the content should be approved by the PRISM coordinator and/or the PRISM Steering committee.
4. **CONFIDENTIAL INFORMATION.** During the course of the performance of this Contract, the Contractor may have access to materials, data, strategies, and other information relating to CCE Saratoga County and its programs, or systems, which are intended for internal use only. Any such information acquired by the Contractor shall not be used, published, or divulged by the Contractor to any person, firm, or corporation or in any advertising or promotion regarding the Contractor or the Contractor’s services, or in any manner or connection whatsoever without first having obtained the written permission of CCE Saratoga County, which permission CCE Saratoga County may withhold in its sole discretion.
5. **TAXES.** The Contractor agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by CCE Saratoga County on behalf of the Contractor, nor employees of the Contractor. If appropriate, CCE Saratoga County shall report all fees paid to the Contractor to the IRS on Form 1099.
6. **COMPLIANCE WITH LAWS.** The Contractor represents, warrants, and agrees that, in connection with transactions contemplated by this Contract: (a) the Contractor can lawfully work in the United States; (b) the Contractor shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Contract) any permits or licenses required for the Contractor's services under this Contract; and (c) the Contractor shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the State of New York, and any other jurisdiction (s) in which the Contractor is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Contractor under this Contract (in each case, an "Applicable Law"). The Contractor shall not take any actions that might cause CCE Saratoga County to be in violation of any such Applicable Laws.
7. **EQUAL OPPORTUNITY STAFFING REPORTING.** This contract is issued as a sub-contract on a New York State contract. As such, it is subject to reporting requirements under the original contract which require the annual reporting of sex, ethnicity and minority status of each staff member employed by moneys from this contract. The Contractor will provide this information to CCE Saratoga County by **December 9th, 2022**.
8. **BINDING EFFECT/AMENDMENTS.** This Contract shall become binding when signed by the parties. This Contract supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Contract between parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.
9. **SEVERABILITY.** If any provision of this Contract is held invalid, the other provisions shall not be affected thereby.
10. **FORCE MAJEURE.** No party will be liable for failure or delay to perform obligations under this Contract, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include, without limitation, natural disasters or acts of God; acts of terrorism; labor disputes and stoppages; war; government acts or orders; epidemics, pandemics, or outbreaks of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party’s reasonable control. Written notice of a party’s failure or delay in performance due force majeure must be given to the other party no later than five (5) business days following the force majeure event and the actions taken to minimize the impact thereof. All obligation and delivery dates under this Contract affected by force majeure shall be tolled for the duration of such force majeure event. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure event ceases to exist.
11. **ENTIRE CONTRACT.** This Contract includes the following appendices.

Appendix A- Scope of Work

Appendix B – Budget

In the event the Contract, Appendix A - Scope of Work or Appendix B- Budget are inconsistent in any way from the Proposal or Request for Proposal, then this Contract, Appendix A - Scope of Work and Appendix B - Budget shall supersede the Proposal and Request for Proposals.