



## 2023 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](http://capitalregionprism.org/rfp.html). The deadline for project proposal request is **February 21<sup>st</sup>, 2023, 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 **March 31<sup>st</sup>, 2023**. 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):	
iMapInvasives Username, Person #, Record/Presence #	

**Appendix A- Scope of Work**

[Complete the Application: Appendix A “Scope of Work” with no more than 4 pages and Appendix B “Budget” with no more than 2 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	
<b>Appendix 1 – Scope of Work</b>	
-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
<b>Appendix B – Budget</b>	
	25 points
<b>Proposal Total</b>	<b>100 points</b>

**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”](#) is considered while addressing the goals and objectives of the Capital Region PRISM 2023 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**

- a. 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.
- b. 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](#) . *[Attach a map of the area as an Addendum in 1a]*
- c. List and describe the invasive species targeted in the proposal. Include information from the CR-PRISM Species [Tier List](#) or the [New York State Invasive Species Tiers List](#). 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 <https://nyis.info/invasiveness-rankings/>
  - [Non-native Animal Assessments](#)
  - [Non-native Plant Assessments](#)
- d. 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](#). Click the **Details** label on the left then **Contents** to open 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](#)” 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](#) .
- e. 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.]*
- f. 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.

## 2. Priority Objectives

**5 Points**

- a. State and identify how the proposed work is aligned to the [CR-PRISM 2023 Work Plan](#) Goal(s) Objective(s) and Priority Action(s) as derived from the CR-PRISM Five Year Strategic Plan 2023-2027.
- b. List each goal, objective, and or priority work action addressed in the proposal.
  - **Goal One Partnership** Objectives 1.1-1.3 and potential Priority Action(s) if applicable.
  - **Goal Two Prevent:** Objectives 2.1-2.4 and potential Priority Action(s) if applicable.
  - **Goal Three Detect and Monitor:** Objective 3.1-3.3 and potential Priority Action(s) if applicable.

- **Goal Four Respond:** Objectives 4.1-4.4 and potential Priority Action(s) if applicable.
  - ✓ 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]
- **Goal Five Outreach, Communication, and Education** Objectives 5.1-5.3 and potential Priority Action(s) if applicable.
- **Other (explain)**

### 3. State the Proposed Solution

10 Points

- a. Describe the strategies and/solutions to the identified problem. Include and source best management practices and strategies if applicable for all levels of funding.
- b. 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.”](#) 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 which may require a management plan.
  - [IPMDAT On Line Tool](#) or [IPMDAT worksheet](#). [Attach IPMDAT report as an Addendum in 1c.]
- c. **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 needed for control, treatment, and restoration 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>

### 4. Measures of Success

15 Points

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

- a. 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.
- b. 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?
- c. 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.
- d. State methods or practices for post treatment monitoring and reporting.

## 5. Capacity

10 Points

- a. 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.]*

## 6. Partnership

5 Points

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

## 7. Final Report, Deliverables, and Data Sharing

15 Points

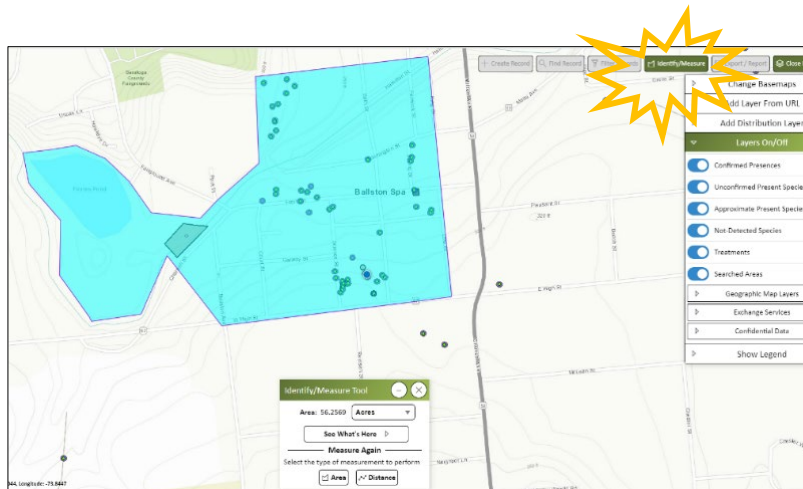
**Reporting:** A final written report in electronic format is required by **November 20<sup>th</sup>, 2023, by 1:00pm**. Please submit a MS Word and PDF document. All reports will be reviewed by the CR-PRISM before finalized. In addition, all recipients are required to report on their proposal and work completed at a PRISM Partners Meeting thereafter on **December 5<sup>th</sup>, 2023**. The report should include a summary of work completed and why, with any results, findings, and conclusion stated. In addition, projects capturing data will report, the total acres surveyed and/or treated and counties worked in.

### a. 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.nyimainvasives.org/>
- The CR-PRISM is requesting that a (Project) be created in iMapInvasives to track presence, not- detected, and treatment data.
  - Training and assistance on how to use iMapInvasives tools can be provided. Please contact the CR-PRISM coordinator with questions or concerns or consult with a member of the iMapInvasives team.

### b. To demonstrate competency in the data sharing requirement, complete the following.

- ✓ State your **iMapInvasives Username** 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 iMapInvasives 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.

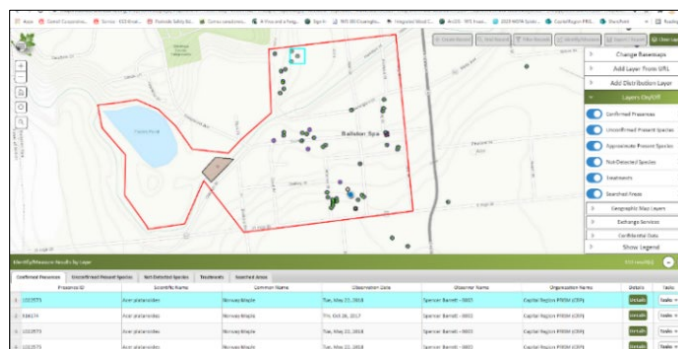


- c. **State a brief plan of how you will use iMapInvasives to document the work for the project.** Such as which field data collection tool (listed below) and which data summaries or measures will be reported. [i.e. total number of presence/not-detected records submitted as part of the project; total 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 iMapInvasives 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 From a Personal Computer  
[presence/not detected/treatment points and polygons; internet connectivity required]

- **Advanced Application Tools:**

- iMapInvasives Survey123 form
- iMap Mobile Advanced (iMMA)\*
- Simple Aquatic Survey (SAS-Pro)\*\*
- Forest Pest Survey123 form\*\*

*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.*

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 iMapInvasive 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 iMapInvasives 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. Please insert extra lines as needed. [Complete the Application: Appendix B “Budget” with no more than 2 pages of single-spaced responses using Calibri font, 11 point and 1” margins] [All aspects of the selection criteria must be addressed.]

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
<b>Personal Services:</b>			
Employee Salary and Wages			
Fringe Benefits			
Total			
<b>Non-Personal Services:</b>			
Equipment			
Supplies and Materials			
Travel			
Communications [Outreach materials]			
Contract Services [Outside/Subcontractor Service Fees]			
Permitting			
Other (explain below)			
Indirect costs			
<b>TOTAL:</b>			

**2. Cost Proposal / Budget Plan:** Develop a cost proposal with a budget plan and narrative that includes personal services (including fringe benefits), non-personal services (including supplies and materials, equipment, communications [outreach materials], contractual services, travel) and indirect costs. 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]*



**Personal Service:**

- a. Salary, wages – [Include rate of compensation or billing rate for salary and wages with estimated hours or days of work.]
- b. *Fringe Benefits*

**Non-Personal Services:**

- c. *Equipment*
- d. *Supplies and Materials*
- e. *Travel*
- f. *Communications [Outreach materials / software [including licensing fees / Printing and Postage]*
- g. *Contract Services [Outside/subcontractor service fees]*
  - *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?*
- h. *Permitting [Including removal and disposal of materials fees]*
- i. *Other*
- j. *Indirect costs [include percentage rate]*
- k. *Total Cash Match and/or Total In-Kind Match (list source)*

**3. Timeframe [Clearly identify timeline of activities and deliverables.]**

- a. Include a time line or calendar of events for work to be executed.
- b. 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>

**4. Reporting of Results and or Project Outcomes**

[State how work performed, research completed or end product in the proposal will be reported. ]

- a. Projects shall be completed, all deliverables provided, and a final report describing the project and results are due by **November 20<sup>th</sup>, 2023, by 1:00 p.m.** All recipients are required to report their findings or work completed at a CR-PRISM Partners Meeting on **December 5<sup>th</sup>, 2023, from 1-4 pm.**

Final reports will be delivered in a word and pdf document. The report should include a summary of work completed and why, with any results, findings, and conclusion stated. In addition, projects capturing data will report, the total acres surveyed and/or treated and counties worked in. Data points in iMapInvasives will be provided in the report. 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 18<sup>th</sup>, 2023.**

- 5. Documentation letters for projects including activities on public or private property.**
- a. If the proposal is funded, applicants will be required to provide written permission from municipalities, boards, and/or private property owners stating that the scope of work to be performed on the property is approved.
  - b. 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.**
- a. 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 C. Contractor Insurance Requirements**

**1. Contractor Insurance Requirements;** please provide a certificate/proof of insurance as outlined in Appendix C -Contractor Insurance Requirements. Attach proof/certificate of insurance as an appendix. Contractor Insurance Requirements are found at the end of this document and on the [Capital Region PRISM](#) web site.

### **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*

### **Appendix C -Contractor Insurance Requirements**

*Provide a proof/certificate of insurance with outline requirements.*

**This Page Was Intentionally Left Blank**  
**(Contractual Agreement Follows for Those Seeking Additional Information)**

Cornell Cooperative Extension Saratoga County  
50 West High Street  
Ballston Spa New York 12020



Contract Number: 23-0xx

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.

## 2. PAYMENTS.

- A. **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.
- B. **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 18<sup>th</sup>, 2023.** 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.

3. **TERMS OF CONTRACT.** This Contract shall begin with notice of award and shall expire on **December 19<sup>th</sup>, 2023**, at (the "Expiration Date"). Any extension beyond the Expiration Date must be in writing and signed by CCE Saratoga County.
4. **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.
5. **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 Appendix C Contractor Insurance Requirements.**
6. **TERMINATION AND REMEDIES.**
  - A. **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.
  - B. **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.
7. **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.

**8. 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.

**9. OWNERSHIP OF DOCUMENTS AND DATA.**

**A.** 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.

**B.** 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")**.

**C.** 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.

**D.** 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.

**E.** 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.

**10. REQUIRED REPORTS.** The Contractor is required to report on their activities with respect to this contract as follows:

**A. 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 14, 2023**, 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 the 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 2023 projects through the Environmental Protection fund cannot be held over into a subsequent year.**

- B. FINAL PRESENTATION.** A presentation to the CR-PRISM will be given by the Contractor after the project is substantially completed. This presentation may be delivered in person at a regularly scheduled CR- PRISM Partner meeting on **December 5<sup>th</sup>, 2023**, or delivered via webinar by pre-arrangement with the PRISM coordinator.
- C. FINAL REPORT.** A final written report is required by **November 20<sup>th</sup>, 2023, by 1:00 pm** to be delivered in Microsoft Word and a PDF electronic format. The reports will be made publicly available. Final reimbursements will not be executed unless this requirement is made on or before **November 20<sup>th</sup>, 2023, by 1:00pm**. In addition, all recipients are required to report on their proposal and work completed at a PRISM Partners Meeting thereafter on **December 5<sup>th</sup>, 2023, 1:00 - 4:00 pm**. The report should include a summary of work completed and why, with any results, findings, and conclusion stated. In addition, projects capturing data will report, the total acres surveyed and/or treated and counties worked in.
- D. 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 will be collected and reported under a Project name in iMapInvasives. Data sharing includes all presence, not detected, and treatment data created or collected for the project, this requirement is due on or before **November 20<sup>th</sup>, 2023, by 1:00 pm**.
- 11. 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."*
- 12. 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 CR-PRISM and may be required to be provided to the CR-PRISM Coordinator at the end of the Contract or at such time in the future as it is needed for CR-PRISM projects.
- 13. 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.
- 14. USE OF PRISM LOGO.** Any products produced with CR-PRISM funds for public use or display **must include** the CR-PRISM logo and the content should be approved by the CR-PRISM coordinator and/or the CR-PRISM Steering committee.

- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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 on a quarterly bases throughout the contract term.
- 19. 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.
- 20. SEVERABILITY.** If any provision of this Contract is held invalid, the other provisions shall not be affected thereby.
- 21. 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.

**22. ENTIRE CONTRACT.** This Contract includes the following appendices.

Appendix A- Scope of Work

Appendix B – Budget

Appendix C – Contractor Insurance Requirements

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

**This Page Was Intentional Left Blank**

## Appendix C Contractor INSURANCE REQUIREMENTS

### **Insurance Schedule**

**Identified Insurance** means those insurance policies identified in the chart below. Identified Insurance requirements may be modified in a Statement of Work.

Contractor shall (and shall cause each of its subcontractors to) comply with the requirements set forth in this Insurance Schedule. All further references to "Contractor" herein are intended to include Contractor and its subcontractors.

Contractor shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A or higher in good standing and qualified to do business in each jurisdiction where the work is performed.

Insurance	Minimum Limits
Workers Compensation and NYS Disability	Statutory limits as Required by Law. <b>If No employees, INITIAL Here</b>
<u>Commercial General Liability</u>	\$1,000,000 per occurrence \$1,000,000 personal and advertising injury \$2,000,000 products and completed operations aggregate \$2,000,000 general aggregate
<u>Automobile Liability</u> - Owned (If any), Hired, and Non-Owned	\$1,000,000 combined single limit
Excess / Umbrella Liability	\$1,000,000 Each occurrence

### **Other Insurance Provisions**

1. The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies to name the following as additional party insureds (Additional Insureds), covering all the activities of Contractor with respect to the performance of this Agreement:

**"Cornell Cooperative Extension of Saratoga County, its officers, directors, employees and agents are hereby named as Additional Insured."**

2. The Identified Insurance shall also:
  - a. require us to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy
  - b. be primary to insurance maintained by us or our affiliates (and insurance maintained by us and/or our affiliates shall be non-contributory to such insurance);
  - c. endorsed to waive rights of recovery by subrogation in favor of us and our affiliates; and
  - d. in the case of policies or provisions relating to products, completed operations and professional liability, survive termination or expiration of this Agreement.

<sup>1</sup>Such limits may be provided through a combination of umbrella and primary policies, in form no less broad than a standard ISO CG 00 01. Such insurance shall include products-completed operations coverage with a limit of no less than \$1,000,000 per occurrence. <sup>2</sup>If coverage is written on a claims-made basis, any retroactive date shall be no later than the effective date of this Agreement; and continuous coverage shall be maintained, or an extended discovery period will be exercised for a period of two years beginning from the time that services under this Agreement are completed. Coverage shall include defense costs and shall apply to liability arising from Contractor's, acts, errors, and/or omissions.

3. Contractor shall furnish to us upon request certificates of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.
4. All Identified Insurance shall be written on an occurrence basis except for Contractor's professional liability insurance, which may be written on a claims-made basis. Any deductibles or self-insured retentions shall be the sole responsibility of Contractor, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.
5. To the fullest extent allowed by law, Contractor hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.
6. Contractor shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Contractor shall bear the risk of loss with respect to any of its expenses or loss of income.
7. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.

Contractor, Full Name, Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_