

REQUEST FOR PROPOSALS
For
Deer Surveys by Uncrewed Aerial Vehicle (UAV)
Ulster County, NY

The Scenic Hudson Land Trust, Inc. (Scenic Hudson) is seeking proposals from qualified professionals (e.g., wildlife biologists or aviation professionals with thermal UAV experience) to conduct aerial population estimates of wild, free-ranging deer on three to six Scenic Hudson-owned properties that are variably sized, unfenced and publicly accessible. Surveys will be conducted in early 2025.

Scenic Hudson is a 501(c)(3) non-profit environmental organization based in Poughkeepsie, New York. Our mission is to sustain and enhance the Hudson Valley's inspirational beauty and health for generations to come. For more information please visit: www.scenichudson.org

PROJECT DESCRIPTION

Scenic Hudson is an ecologically-minded organization with a dedication to enhancing biodiversity, ecological resilience and carbon sequestration/storage on its lands. Scenic Hudson owns and stewards over 7,000 acres of forested land in the Hudson River Valley. Deer have been identified as a major barrier to long-term forest health in the Hudson Valley due to overabundance, and as such Scenic Hudson is seeking to estimate trends in deer abundance on several properties. This UAV project is part of a suite of efforts to assess methods of population estimates of wild, free-ranging deer on select forested properties. In the short-term, we seek to evaluate the most efficient method(s) for deer population estimates that will permit us to determine trends of deer populations over time and gauge whether forest management activities are successful.

The wildlife or aviation professional (the consultant) selected for this project will conduct aerial thermal and visual surveys for deer during the winter of 2025 (Jan – Mar) that will provide an estimate of deer population for each property and its immediate surroundings. These properties have “open populations” of deer, with deer freely moving on and off the properties. The inventory will occur on at least three, and up to six, different parks/preserves in the towns of Lloyd, Ulster and Esopus, in Ulster County in the Hudson Valley of New York. At minimum, we request surveys of three properties: Shaupeneak Ridge (the largest at ~860 ac); Esopus Meadows Preserve (~160ac) and the WA Lloyd property (~186 ac). An additional three properties may be included depending on cost. Cumulatively the area of these parks is ~1,100 - ~2,200 acres total.

Specific flight methods and number of flights can be suggested by the consultant, however, we anticipate a minimum of three surveys per property over the three month period. The successful consultant will also provide an overall estimate of population for each property, as well as estimates of variability through time and recommendations for number of flights needed in future years to establish population trends over time.

DELIVERABLES

1. For each property surveyed, a final report with:
 - a. Deer counts from each flight. Estimates of doe, buck, and fawn numbers are appreciated but not required.
 - b. Deer population estimate for each property, based on multiple flights.
 - c. Recommendations for methods and numbers of flights needed in future years to establish population trends in response to deer management practices such as hunting. Methodology recommendations should include details such as drone type (rotor vs fixed wing), flight path planning, flight altitude, weather/thermal conditions, and sensor(s) needed (thermal and/or visual with specifications).
2. Geospatial data for all deer observations, in a mutually agreed upon format such as .kmz, .lyrx, or XY coordinates, along with attribute data such as date of observation.

PROJECT SCHEDULE* (approx. completion dates):

RFP release.....	10/28/2024
Proposals due.....	11/22/2024
Consultant Awarded and Notice to Proceed	12/15/2024
Contract finalized and signed by both parties.....	12/31/2024
Flights of properties complete.....	3/31/2025
Draft Final Report(s) submitted	4/30/2025
Project submittal- final	5/31/2025

*The dates and timeline of the above are negotiable based on impacts to effectiveness from seasonality. The entire project needs to be completed by 5/31/2025.

PROPOSALS

Proposals must include:

- A description of the consultant's (including all team members) qualifications and certifications, including past experience.

- Specifically identify who the project manager or primary point of contact will be
- Proposed timeline for project schedule and completion of work (if different from proposed).
- One description of a completed project of similar scope, and the client's contact as a reference.
- Consultant's total fee for work, with line items for each flight based on property acreages as well as analysis and write-up of results and recommendations.
 Dependent on proposal costs in relation to our allocated budget, we expect to survey at least Shaupeneak Ridge, Esopus Meadows, and WA Lloyd, totaling ~1,200 ac, but may survey up to three additional properties (below) for a total of ~2,200 ac across the six properties, if feasible given costs. Either way, the largest property to be surveyed will be ~860 ac.

Properties to be surveyed with acreages:

Property Name	Street Location	Acreage	Included?
Shaupeneak Ridge	Popletown Rd Ulster Park, NY	858	Yes
Esopus Meadows Preserve	Kukuk Lane Kingston, NY	160	Yes
WA Lloyd	River Rd Ulster Park, NY	186	Yes
Longhitano	Red Top Rd Highland, NY	304	Potential based on cost
Juniper Flats Preserve	Route 299 Highland, NY	436	Potential based on cost
Arnika	South of Swartekill Rd and Old Post Rd Esopus, NY	247	Potential based on cost
6 Properties Total		2,190	

All proposals must be submitted via email to Alex Wolf (awolf@scenichudson.org), Conservation Scientist, by 5:00pm on Friday, November 22, 2024.

SELECTION CRITERIA

The contract will be awarded to the responsible consultant(s) whose proposal is price competitive, can perform all tasks by the project deadline or acceptable proposed alternative, and is determined by Scenic Hudson in its sole and absolute discretion to be the most qualified to work with Scenic Hudson on this project. Past experience and



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professional expertise will be used to evaluate the proposals and select the preferred consultants. Scenic Hudson reserves the right to award the contract in its best interests; to reject any or all proposals; to waive any informalities in bidding when such waiver is in the best interest of the Scenic Hudson; and to hold all proposals, which shall remain in force and effect, for a period of not less than 60 days after opening date.

Scenic Hudson is a not-for-profit organization and we would give preference to responses that include pro bono and/or reduced fees to help us complete this important project. Please indicate as specifically as possible what portion, if any, of your proposal and its value would be provided on a pro bono basis.

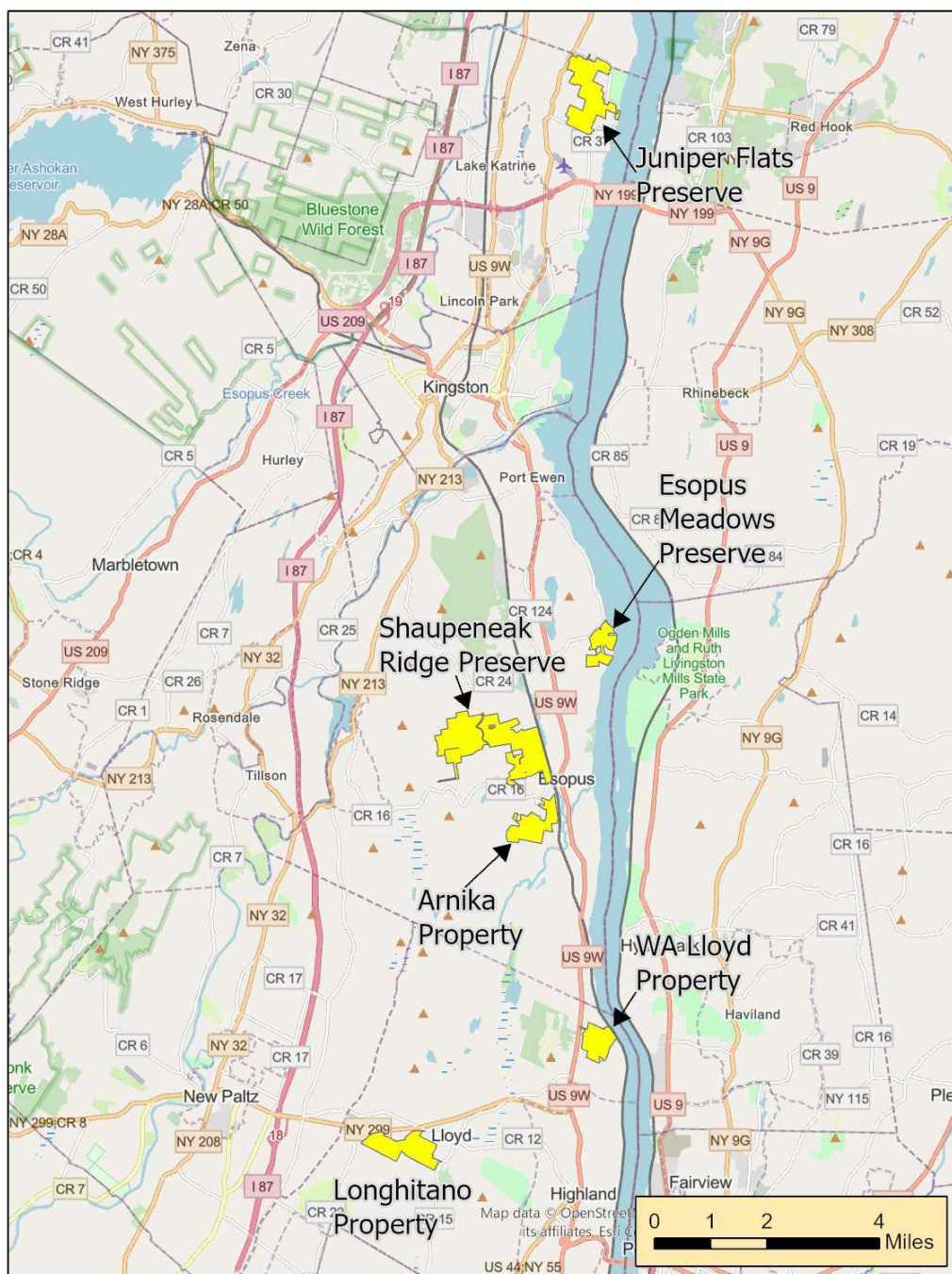
If selected, the consultant must produce a W9 and provide certificates of insurance as stipulated in The Scenic Hudson Land Trust Inc. Professional Services Contract. Insurance certificates shall be on file at Scenic Hudson offices prior to commencement of work.

If you have any questions, please submit them via email to Alex Wolf at awolf@scenichudson.org.

ATTACHMENTS/APPENDICES

- Appendix I: General location map of the Scenic Hudson parks to be sampled
- Appendix II: List of properties and tax parcels
- Appendix III: Draft services agreement contract sample (for reference)

APPENDIX I. SURVEY SITE REFERENCE MAP



Appendix II: List of properties and tax parcels

Property	Parcels
Arnika	71.4-4-19.400
	71.4-4-36.221
	71.4-4-35
Esopus Meadows Preserve	64.3-3-12.100
	64.3-3-14
	64.3-3-15
	64.3-3-16.100
	64.3-3-8.100
Juniper Flats Preserve	40.1-3-16.220
	40.1-3-23.140
	40.5-1-2
	40.5-1-1.300
	40.5-1-1.200
	40.5-1-1.100
	40.5-1-1.400
	40.9-1-17.100
Longhitano	87.1-2-23.100
Shaupeneak Ridge	71.2-1-1
	71.2-1-2.100
	71.1-4-49
	71.2-2-39.100
	71.2-2-47
	71.2-2-46.100
	71.2-2-1
	71.2-3-29
	71.2-3-61
	72.1-1-26.200
	71.2-3-60
	71.2-3-58
	71.2-3-45
	71.2-3-37.120
	71.2-3-44.100
WA Lloyd	80.3-2-5.100

APPENDIX III. DRAFT STANDARD SERVICES AGREEMENT (SAMPLE)

EXAMPLE BELOW:

Contract for Professional Services

This Agreement entered into on the _____ day of _____, 2023, is between the Scenic Hudson Land Trust, Inc., with an address of 85 Civic Center Plaza, Suite 300, Poughkeepsie, NY, 12601 ("Scenic Hudson") and _____ with an address of _____ (the "Contractor"). This contract, together with all attachments hereto, is referred to herein as the "Agreement."

1) Scope of Work

The Contractor is hereby engaged by Scenic Hudson to **[FILL IN GENERAL DESCRIPTION OF SCOPE OF WORK]**.

The tasks necessary to complete the Project are fully specified and described in the **scope of work/request for proposals/** dated _____ and attached hereto and made a part hereof as Exhibit "A" (the "Work").

The Contractor shall perform the tasks necessary to complete the Work, within the times set forth herein in accordance with generally accepted professional standards for like and similar work. All labor, materials, equipment and other facilities required to complete the Work shall be provided and performed, at a minimum, in a manner consistent with customary standards for the applicable industry(ies) and trade(s) who traditionally perform same.

2) Property Location

The Work shall occur on/relates to real property located at **[INSERT PROPERTY ADDRESS[ES]]**, County of _____, State of New York, and further identified as **[INSERT TAX LOT(S)]** (the "Premises").

The Scenic Hudson Land Trust is the owner/in contract to purchase the Premises or a conservation/public access easement on the Premises and as such has full authority to enter into this Agreement.

OR

For any privately-owned lands located in the Study Area for which Contractor requires access to complete the Work, Contractor shall use the following process:

1. Notify Scenic Hudson of the need for access so that Scenic Hudson may advise on the best means of communication with the landowner.
2. Obtain prior review and approval by Scenic Hudson of any written communication used to contact private landowners for the purpose of gaining access to property.

3) Sub-contractors

A “Sub-contractor” means a person or entity who has a direct contract with the Contractor to perform Work in connection with this Agreement. No direct contractual relationship shall exist between Scenic Hudson and any Sub-contractors related to the performance of the Work. The Contractor shall be solely responsible for the management and, except as otherwise required by law, payment of its Sub-contractors in and for the performance of their activities.

4) Schedule of Work

Contractor shall commence the Work no later than _____ and shall complete the Work in accordance with the Schedule set forth on Page ____ of Exhibit A.

Contractor shall timely undertake, and diligently perform and complete, the Work.

Contractor must give **three (3) days** advance written notice of commencement to Scenic Hudson prior to commencing any on-site Work.

5) Fee

The total fee payable to Contractor for satisfactory completion of the Work is \$_____ (the “Fee”). The Fee shall include all expenses incurred by Contractor in connection with performance of its obligations pursuant to this Agreement including, without limitation, travel, permits, labor, materials, and administrative costs. Scenic Hudson shall only be responsible for the cost of actual expenses incurred, without mark-up or premium.

For purposes of this Agreement, satisfactory completion means delivery of all necessary components included in the Scope of Work as outlined in Exhibit A and accepted by Scenic Hudson in its sole discretion.

6) Payment Schedule

Subject to Section 8 below, Scenic Hudson shall pay the Fee to Contractor in monthly installments within thirty (30) days of receipt of an invoice prepared consistent with the description below.

Contractor shall submit invoices monthly describing the services performed, the date services were performed, a description of reimbursable costs, and any other information requested by Scenic Hudson. Scenic Hudson may at its option direct that payment requests shall be submitted via email and may make all payments via ACH transfer to the account specified in a written notice signed by the Contractor.

OR

Subject to Section 8 below, Scenic Hudson shall pay the entire Fee to Contractor within thirty (30) days after satisfactory completion of the Work and receipt of a final invoice for services provided.

7) Changes to the Scope of Work

Contractor agrees that the scope of services to be provided under the Agreement shall be limited to those described in the Scope of Work contained in Exhibit A and the Contractor is not authorized to perform or provide, and Scenic Hudson shall have no liability for, any services or materials provided by Contractor or any sub-Contractor other than those expressly included in the Scope of Work.

Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. Scenic Hudson reserves the right to award any additional services to the Contractor or to acquire the items from another vendor through a separate solicitation.

Unless and until Scenic Hudson has expressly approved of such changes in a written, executed amendment to the Agreement, any changes or additions to the Scope of Work shall be of no effect and Contractor's compensation shall be limited to the Fee regardless of any additional services performed or costs incurred. Any change, waiver, approval or consent granted to Contractor shall be limited to the specific matters stated in the writing signed by Scenic Hudson and shall not relieve Contractor of any other of the duties and obligations under this Agreement. No "constructive" changes shall be allowed.

8) Default by Contractor

In addition to any other remedies set forth in this Agreement, if Contractor (a) does not commence the Work in a timely manner following execution of this Agreement, (b) fails to advance the Work in a timely fashion, such that Scenic Hudson in its sole discretion determines that the Work will not be completed in accordance with item 4 above, or (c) is in default of any of its other obligations hereunder (each a "Default"), Scenic Hudson may upon seven (7) days' written notice to Contractor, in its sole discretion, (i) suspend

all or any partial payment to Contractor and (ii) terminate this Agreement by written notice to Contractor and upon termination Contractor shall cease all Work hereunder.

If Contractor fails to complete the Work within the time set forth in this Agreement, Scenic Hudson may terminate this Agreement and shall pay Contractor only for the Work completed per Exhibit A as of the termination date.

In the event of a Default by Contractor, all reports, maps, design work, and any other documentation or products developed to that point in connection with the Work become the property of Scenic Hudson and Contractor shall deliver them, or cause them to be delivered, to Scenic Hudson within fourteen (14) days in both electronic and paper versions, together with all applicable releases, waivers, authorizations and certifications benefitting Scenic Hudson.

If as a result of Contractor's default, Scenic Hudson incurs additional costs to complete the Work, Contractor shall reimburse Scenic Hudson for such additional costs.

In addition to any other remedy set forth herein, Scenic Hudson may take any action in law or in equity to enforce the provisions of this Agreement. If Scenic Hudson brings legal action to enforce its rights pursuant to this Agreement, and it is the prevailing party, Scenic Hudson shall be entitled to be reimbursed for its costs and expenses, including without limitation, reasonable legal fees.

9) Term and Termination

Scenic Hudson may, at any time and for any reason, terminate this Agreement upon thirty (30) days written notice to Contractor; provided that, if the Agreement is terminated, Contractor shall be entitled to recover an amount equal to any invoiced but not yet paid Fees and reimbursable expenses, less the cost, if applicable, to cure or remedy any deficiencies in the Services performed.

10) Indemnity

To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend Scenic Hudson, Inc., The Scenic Hudson Land Trust, Inc., and their respective affiliates, directors, officers, shareholders, agents, employees, representatives, successors and assigns from any and against all claims, demands, causes of action, suits, losses, liabilities, damage, and injury (to person or property), of each and every nature whatsoever, whether direct or indirect, asserted, incurred, or arising out of or in connection with, Contractor's performance of this Agreement, including without limitation any breach of this Agreement by or, the fault, negligence, misconduct or wrongdoing of Contractor, its agents, employees, or Sub-contractors or any person

acting under any of the foregoing, together with costs and expenses (including without limitation, reasonable attorneys' fees, charges, and disbursements.)

11) Contractor's and Sub-Contractors' Insurance

Contractor and each and every Sub-Contractor of every tier shall, at their sole expense, procure and maintain at all times during this Agreement, insurance with carriers acceptable to Scenic Hudson in their sole discretion, which insurance carriers shall also be duly licensed and authorized to do business in New York. Insurance pursuant to this paragraph shall insure Contractor, its Sub-Contractors, the Additional Insureds named below, and their respective successors and assigns, from and against all claims for injuries to persons (including death) and for damages to, or loss of, property. The following coverages are required, at a minimum:

- a. Workers Compensation and Employer's Liability Insurance as required by the State of New York;
- b. Comprehensive General Liability and/or Commercial General Liability Insurance covering all activities and operations of the insured(s); and
- c. Comprehensive Business Automobile Liability Insurance.

All insurance coverages shall be in amounts and for durations acceptable to Scenic Hudson, but in no event less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate. Contractor's deductible shall not exceed the sum of \$1,000 without the advance written consent of Scenic Hudson. Contractor shall name Scenic Hudson, Inc. and Scenic Hudson Land Trust, Inc. and their respective officers, agents, employees, directors and shareholders as additional insureds ("Additional Insureds") under the Comprehensive General Liability and/or Commercial Liability Insurance.

Contractor shall provide certificates of insurance and copies of all additional insured endorsements to Scenic Hudson prior to commencement of the Work. The certificates of insurance shall provide that there can be no cancellation or reduction of coverage without thirty (30) days prior written notice to Scenic Hudson. Under no circumstances shall Scenic Hudson or any Additional Insured be responsible for any cost incurred to defend any action or proceeding as a result of claims made against Contractor or its Sub-Contractors hereunder.

The terms of this Section shall also apply to all Sub-Contractors. Contractor shall be responsible to ensure its Sub-Contractors' compliance with the terms hereof.

12) No Liens

Title to all of the Work and all related drawings, surveys, reports and all other information, whether by “hard copy” or digital records produced by Contractor in connection with the-Work, will pass to Scenic Hudson without lien or restriction, upon the earlier of completion of the Work and payment by Scenic Hudson therefor, or sooner termination of this Agreement.

Contractor shall not do, or permit to be done, anything giving rise to or causing a lien or other encumbrance to be placed upon the Premises.

13) No Agency

Contractor is an independent Contractor and this Agreement does not in any way constitute Contractor or its Sub-Contractors as the agent, employee, or legal representative of Scenic Hudson for any purpose whatsoever, and shall not be construed as creating a partnership, employment or agency relationship between Scenic Hudson and Contractor, Contractor’s Sub-Contractors or their respective employees, representatives, successors or assigns.

14) No Assignment

This Agreement may not be assigned by Contractor to any person, entity, or public body without the prior written consent of Scenic Hudson, which consent may be given or denied at Scenic Hudson’s sole discretion.

15) Compliance with Applicable Laws

Contractor shall comply with all applicable laws pertaining to this Agreement and the Work, including but not limited to: (a) obtaining and posting all required permits and approvals, if any; (b) State and Federal labor laws and workplace safety requirements; and (c) debris and hazardous waste disposal, if applicable.

Contractor shall obtain at its sole expense, and at all times shall comply with all applicable permits, if any. Contractor shall also adhere to all general and specific conditions of the municipalities where the Study Area is located, if applicable.

16) Amendment

The provisions of this Agreement shall not be changed, amended, waived or otherwise modified in any respect except by a writing signed by Scenic Hudson. No person is authorized on behalf of Scenic Hudson to verbally change, amend, waive or otherwise

modify the terms of this Agreement or any of Contractor's duties or obligations under or arising out of this Agreement.

17) Choice of Law; Jurisdiction

This Agreement is governed by and construed in accordance with the laws of New York, without giving effect to any choice of law or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than New York. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and the federal courts of the United State of America located in the State of New York, the City of Poughkeepsie and the County of Dutchess in respect of any dispute hereunder.

18) Notices

Any notice, report or payment required or permitted to be given or made under this Agreement by one party to the other party shall be in writing and shall be given by personal delivery, by a reputable same-day or overnight courier service (charges prepaid), by registered or certified mail, postage prepaid, or return receipt requested to the recipient at the appropriate party's address or e-mail set forth below (or such other contact information as a party may designate by written notice to the other party):

If to Contractor: Address E-mail: Attn:	If to Scenic Hudson: Scenic Hudson, Inc. 85 Civic Center Plaza, Suite 300 Poughkeepsie, NY 12601 E-mail: Attn:
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19) Counterparts

This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Without limiting or otherwise affecting the validity of counterparts delivered electronically as set forth herein, the parties will endeavor to deliver paper originals as promptly as possible after execution.

20) Severability

In the event that any one or more provisions of this Agreement are for any reason held



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to be invalid or unenforceable, this Agreement shall be read and enforced, to the extent possible as if the invalid or unenforceable provision had not been contained herein.

21) No Third Party Beneficiaries

This Agreement is solely for the benefit of the parties hereto and no person or entity shall have any right or obligation including without limitation, the right to enforce the terms hereunder, by virtue of this Agreement.

22) Entire Agreement

This Agreement is the complete and entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous conditions and agreements, oral or written, express or implied, with respect to the engagement of Contractor in connection with the Work.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered on the date and year first written above.

SCENIC HUDSON, INC.

CONTRACTOR

By: _____

By: _____

NAME

TITLE

Date _____

NAME

TITLE

Date _____