From: Lori Catucci on behalf of Lori Catucci <lori.catucci@neric.org>
To: "ellis_r@argylecsd.org"; "gnolte@bethlehemschools.org"; "ddiggins@bhbl.org"; "Rich.Austin@cambridgecsd.org"; Tom Mott; "klovely@fortannschool.org"; "cmasten@fortedward.org"; "jtaggart@galwaycsd.org"; "dandaigle@granvillecsd.org"; "rnicholson@greenwichcsd.org"; "klovely@hartfordcsd.org"; "dmckeighan@hfcsd.org"; "jstewart@mechanicville.org"; "bsabattis@northwarrencsd.org"; "jrushinski@salemcsd.org"; "jcaldara@schalmont.net"; "RIGGIP@schuylerville.org"; "mkinisky@scsd.org"; "vpopolizio@whufsd.org"; "tforyan@railroaders.net"; "mnelson@wswheboces.org"; "clothierr@lkgeorge.org"; "jgodfrey@abewing.org"; "jmayo@mohonasen.org"; "dfilieau@greenisland.org"; "himmeb@crcsd.org"; "nooneyc@guilderlandschools.net"; "morris_w@argylecsd.org"; "jkehoe@bethlehemschools.org"; "cabdoo@bhbl.org"; "beth.coates@cambridgecsd.org"; Wendy Ashley; "abodensieck@fortannschool.org"; "mtaylor@fortedward.org"; "fferraro@galwaycsd.org"; "csomich@granvillecsd.org"; "ttyler@greenwichcsd.org"; "jsearles@hartfordcsd.org"; "kpolunci@hfcsd.org"; "wwoods@mechanicville.org"; "mcarstensen@northwarrencsd.org"; "kmacgregor@salemcsd.org"; "jlenz@schalmont.net"; "chrismanm@schuylerville.org"; "mmethe@scsd.org"; "clyon@whufsd.org"; "jbirch@railroaders.net"; "tplace@wswheboces.org"; "duboisk@lkgeorge.org"; "jhemingway@abewing.org"; "rubertich@mohonasen.org"; "egalka@greenisland.org"; "fraleight@crcsd.org"; "sandersn@guilderlandschools.net"
Cc: Hilary Hofstein; Micki Jones; Chryssanti Nicholas; Cynthia Holmes; Jim Victor; Sherrie Strain; Timothy Murphy; Jennifer Bennett
Subject: Capiutal Region BOCES RFP
Date: Friday, May 17, 2019 4:15:01 PM
Attachments: Adirondack Environmental Services, Inc..pdf
image002.png

Good afternoon,
Your district was a participant in Capital Region BOCES cooperative Request for Proposals for Water Sampling and Testing Services. This contract has been awarded to Adirondack Environmental Services for the term May 1, 2019-April 30, 2021. A copy of the contract is attached; please note the fee schedule is on the last page.

Below is the vendor contact information for any service needs you may have:

Tara Daniels
Adirondack Environmental Services
314 North Pearl Street
Albany, NY 12204
Tel: (518)-434-4546
tdaniels@adirondackenvironmental.com

Please feel free to contact me with any questions or concerns.

Thank you,
Lori

Lori Catucci, CPPB
Purchasing Agent
Capital Region BOCES

900 Watervliet-Shaker Road
Albany, NY 12205
(518) 862-4924
lori.catucci@neric.org

http://www.capitalregionboces.org/

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

AGREEMENT

AGREEMENT made this 1ST day of May, 2019, by and between the Albany-Schoharie-Schenectady-Saratoga Counties Board of Cooperative Educational Services, ("BOCES"), 900 Watervliet-Shaker Road, Albany, New York 12205 and Adirondack Environmental Services, Inc., 314 North Pearl Street, Albany, NY 12207 ("Consultant").

WITNESSETH:

WHEREAS, BOCES desires to have certain services and activities completed, as described in Schedule A, hereinafter referred to as the "SCOPE OF WORK" or "WORK," which is attached hereto and made a part hereof; and

WHEREAS, based upon information and representations of CONSULTANT, BOCES has determined that CONSULTANT is qualified and where required, licensed and/or certified to provide such services and do such WORK; and

WHEREAS, CONSULTANT is ready, willing and able to undertake the WORK and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT.

WHEREAS, BOCES and CONSULTANT, hereinafter referred to jointly as the PARTIES, desire to enter into an agreement whereby CONSULTANT will provide such services and do such work;

NOW, THEREFORE, in consideration of the promises set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by both PARTIES, the PARTIES hereto agree by and between themselves as follows:

1. TERM. The term of this AGREEMENT shall begin on May, 1, 2019 and extend for, through and including April 30, 2021. The term can be extended, by mutual agreement, in writing.

2. WORK. CONSULTANT shall perform for BOCES the WORK described in Schedule A.

3. CONSULTANT'S REPRESENTATION. CONSULTANT represents and warrants to BOCES, that neither CONSULTANT nor any of CONSULTANT's employees, agents, subcontractors, representatives or assigns who will perform WORK for BOCES pursuant to this AGREEMENT has been convicted of a felony.

4. LICENSES. CONSULTANT agrees to provide copies of all certifications and licenses required by law to undertake the WORK to be performed for BOCES pursuant to this AGREEMENT before the WORK is undertaken.

5. EQUIPMENT AND OTHER RESOURCES. Unless otherwise provided in the SCOPE OF WORK, CONSULTANT shall provide all of the equipment, supplies, personnel and other resources required to complete the WORK.

6. COMPENSATION. CONSULTANT shall be compensated for the WORK as provided in Schedule B, hereinafter referred to as "SHCEDULE OF FEES AND CHARGES."

Unless otherwise provided in Schedule B, fees shall be all inclusive and CONSULTANT shall not be entitled to reimbursement for expenses incurred in the completion of the WORK. Such fee shall not be subject to modification based on the number of hours devoted by CONSULTANT to the project. Such fee may be modified due to a change in the SCOPE OF WORK in Schedule A through the written, mutual consent of the PARTIES.

7. PAYMENT. Payment for the services and WORK provided pursuant to this AGREEMENT is dependent upon the satisfactory completion of the WORK; faithful compliance with the terms and conditions of the AGREEMENT by CONSULTANT and acceptance of the WORK by BOCES. Submission of an invoice by CONSULTANT along with requisite documentation describing, with particularity, the WORK performed and its acceptance by BOCES, is a condition precedent to payment pursuant to Schedule B, under the terms of this AGREEMENT.

8. INDEPENDENT CONTRACTOR. CONSULTANT agrees to provide such WORK to BOCES as an independent contractor. It is mutually agreed that for the purposes of providing this WORK, personnel providing WORK are not employees of BOCES and shall neither hold themselves out nor claim to be an officer, employee, agent or representative of BOCES nor make any claim, demand or application to or for any right based upon any different status.

9. LIMITS ON COMPENSATION. CONSULTANT agrees that personnel providing WORK are not entitled to; participation in any benefit plan provided to the employees of BOCES; Worker's Compensation; unemployment insurance benefits; nor any other benefit, right and/or privilege available to the employees of BOCES. CONSULTANT further agrees that it is not entitled to any compensation for services or WORK rendered pursuant to this agreement, except as expressly provided in the SCHEDULE OF FEES AND CHARGES in Schedule B.

10. RESPONSIBILITY FOR TAXES. If required, BOCES will provide CONSULTANT with Internal Revenue Service FORM 1099 as required by law. CONSULTANT agrees that it is responsible for the payment of any taxes due as a result of any payment made pursuant to this AGREEMENT.

11. SUBCONTRACTS. CONSULTANT shall not enter into subcontracts for the performance of work pursuant to this AGREEMENT unless such subcontractors are approved by BOCES before the work is completed. If the BOCES enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONSULTANT shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of BOCES under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and BOCES.

12. INDEMNIFICATION. To the fullest extent permitted by law, the CONSULTANT agrees to hold harmless, indemnify and defend the Albany-Schoharie-Schenectady-Saratoga

Board of Cooperative Educational Services, all its employees/representatives, and all participating school districts, from and against all claims, damages, losses and expenses (including, without limitations, legal expenses on a solicitor and client basis) arising out of, or in consequence of, any and all acts, omissions, or negligence of the CONSULTANT. Further, the CONSULTANT agrees to hold harmless, indemnify and defend the BOCES, all its employees/representatives, and all participating school districts from and against all suits, actions and proceedings by whomsoever made, brought, or prosecuted, and in any manner based upon, arising out of, related to, occasioned by, or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right, by the articles, methods, processes, or act employed by, or plans, drawings, specifications or other written data provided by the CONSULTANT or its employees in concert with providing services.

13. INSURANCE. The CONSULTANT will be required to procure and maintain at its own expense, the following insurance coverage:

(a) **Worker's Compensation and Employer's Liability Insurance:** A policy or policies providing protection for Employees in the event of job related injuries.

(b) **Automobile Liability Insurance:** A policy or policies of insurance with the limits of not less than $1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies or comprehensive all-risk insurance with limits of not less than:

Liability For:	Limit Per Occurrence/Aggregate
Property Damage	$1,000,000/ $2,000,000
Bodily Injury	$1,000,000/ $2,000,000
Personal Injury	$1,000,000/ $2,000,000

(d) **Professional Liability Insurance:** A policy or policies with limits not less than $1,000,000 Per Occurrence/ $2,000,000 Aggregate.

(e) **Umbrella Excess Liability Insurance:** A policy or policies with limits not less than $1,000,000 Per Occurrence/ $1,000,000 Aggregate.

BOCES shall be named as an additional insured on all liability policies. **RFP number must appear on insurance certificate.**

(f) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the BOCES. It shall be automatically renewed upon expiration and continued in force unless BOCES is given at least thirty (30) days written notice to the contrary.

(g) No work shall be commenced under the contract until the CONSULTANT has delivered to the BOCES Purchasing Agent, or her designee, proof of issuance of all policies of insurance required. If at any time, any of said policies shall expire or become unsatisfactory to the BOCES, the CONSULTANT shall promptly obtain a new policy and submit proof of insurance of the same to the BOCES for approval. Upon failure of the CONSULTANT to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the BOCES, be forthwith declared suspended, discontinued or terminated. Failure of the CONSULTANT to procure and maintain any required insurance, shall not relieve the CONSULTANT from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the CONSULTANT concerning indemnification.

14. NON-ASSIGNMENT. This AGREEMENT may not be assigned by CONSULTANT or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of BOCES; and any attempts to assign the contract without BOCES' written consent are null and void.

15. NON-DISCRIMINATION. CONSULTANT agrees that it, its employees, agents, representatives and subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status and will not discriminate, intimidate or harass any person while undertaking WORK under this AGREEMENT. BOCES agrees to be fully responsible for any such actions or activities and to hold BOCES harmless against any claim, cause of action, demand, charge or any other application relating to such actions or activities. Such agreement shall survive the termination of this AGREEMENT.

16. OWNERSHIP OF DOCUMENTS AND OTHER WORKS. CONSULTANT acknowledges and agrees that any work, as defined under the Copyright Laws of the United States or any other work product or deliverable in the SCOPE OF WORK pursuant to this AGREEMENT shall be work for hire and shall be property of BOCES. CONSULTANT warrants that any such works do not infringe, in any way or extent, upon rights held by others. Such warranty shall survive the termination of this AGREEMENT.

17. EXECUTORY CLAUSE. BOCES shall have no liability under this AGREEMENT to CONSULTANT or to anyone else beyond funds appropriated and available for this AGREEMENT.

18. FORCE MAJEURE. CONSULTANT shall not be responsible for failing to perform under this AGREEMENT where failure to perform is due to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar causes beyond the control of CONSULTANT.

19. TERMINATION. This AGREEMENT will terminate upon submission by CONSULTANT of a final product satisfactory to BOCES or upon mutual written consent of CONSULTANT and BOCES. Either party may terminate this Agreement, upon thirty (30) days written notice to the other party.

20. HEADINGS. Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

21. FULL AGREEMENT. This AGREEMENT, including all appendices, constitutes the full agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: 4/15/19

BOCES

By: Nancy E. del Prado

Date: 4-14-19

Consultant

By: _____

Schedule A

Scope of Work

Water Sampling Services:

a. The CONSULTANT will provide qualified, trained staff to perform on-site water sampling services upon request of the participant school districts identified in Attachment "1".

b. Water sampling services shall be rendered in accordance with the United States Environmental Protection Agency (EPA)'s 3T's Technical Guidance manual https://www.epa.gov/sites/production/files/2018-09/documents/module_4_understanding_the_sampling_procedures_508.pdf.

c. Two (2) samples shall be collected from each outlet selected for sampling.

d. The CONSULTANT shall submit an hourly rate for sampling services. The hourly rate shall cover all costs associated with the collection of water samples, including travel and mileage. Billable hours will commence upon CONSULTANT's arrival and sign in at district premises and shall conclude upon sign-out.

e. Districts may elect to do water sampling in-house utilizing their own staff.

Training:

Upon request, the CONSULTANT will conduct a (maximum 3 hour) water sampling training session at BOCES or a location designated by BOCES for BOCES and district participants. This training must include, but is not limited to:

- a review of the sampling and testing guidelines outlined by the EPA;
- pre-sampling procedures (system preparations);
- sampling procedures for RFP participants wishing to utilize internal staff to collect samples;
- how to collect a sample;
- how samples should be preserved;
- how to complete the necessary paperwork (ex: chain of custody forms, labels, etc.).

Testing:

a. The CONSULTANT will provide all required supplies and resources to coordinate the testing of all collected samples, as follows:

- Provide for lead in drinking water analysis to be performed by an environmental laboratory certified by the New York State Department of Health Environmental Laboratory Approval Program (ELAP) (Note: A listing of approved laboratories can be found at: http://www.wadsworth.org/regulatory/elap/certified-labs);

- Provide additional testing of samples for copper, upon district request;
- The CONSULTANT shall furnish, at no additional charge, all supplies, including, but not limited to: chain of custody forms; sample collection bottles; labels for sampling bottles; prepaid shipping labels to testing laboratory.

b. The CONSULTANT shall submit a firm, fixed price per sample for ELAP-certified laboratory analysis for lead in drinking water. Pricing shall be net to BOCES and shall be inclusive of all laboratory testing and reporting, sample collection supplies, transportation fees, and all other related incidental costs and fees. BOCES and the participating school districts should not be billed for any additional costs relative to perform the services and tests set forth in this RFP.

c. Test results shall be available within 10 business days of delivery of the sample to the laboratory.

Responsibility:

a. The CONSULTANT accepts the responsibility for all samples surrendered to its care. In the event that any collected sample(s) are disturbed, destroyed and/or deemed unusable while in the custody of the CONSULTANT, the CONSULTANT agrees to accept responsibility and swiftly coordinate a re-sampling date with the district at no charge.

b. Any and all sampling, training and testing that is performed by the CONSULTANT must be performed so that BOCES and/or participating schools can maintain a regular school day for students.

Schedule B

Schedule of Fees and Charges

Fees:

Water Sampling Services	$58.00/ hour
Training Services	$250.00/ session
Lead Analysis Fee	$17.00/ sample
Copper Analysis (Additional to Lead Analysis Fee)	$8.00/ sample