

RECEIVED
APR 29 2016

WRITTEN QUOTE FORM

DATE: 4/28/16

PROJECT TITLE: Cayuga Lake Watershed Hydrilla Project

TO: Tompkins County Soil & Water Conservation District
170 Bostwick Road
Ithaca, NY 14850

In compliance with your "Request for Written Quotes" and the supplemental information attached thereto, the undersigned bidder agrees to supply all labor, materials and equipment to complete this Project in accordance with all materials provided in the Bid packet and any local, state or federal regulations and permits.

<p>1) <u>Post-herbicide Application Residual Aquathol-K (Endothal) Analysis</u></p> <p>Cost Estimate: \$ <u>40⁰⁰</u> per Sample</p>
<p>2) <u>Post-herbicide Application Residual Sonar® (Fluridone) Analysis:</u></p> <p>Cost Estimate: \$ <u>40⁰⁰</u> per Sample</p>

ADDENDA

Acknowledgement is made of the following Addenda:

Supporting documentation; certificates of approval

ATTACHMENTS TO THIS BID

- Certificate of No Collusion
- Certification of Equal Employment Opportunity

Contractor Signature: Stephen L. Remington

Date: 4/28/16



April 27, 2016

To: Tompkins County Soil and Water Conservation District
Subject: Cayuga Lake Watershed Hydrilla Project, Ithaca, NY

Supporting Documentation for Rapid Analyses of Endothall and Fluridone, 2016

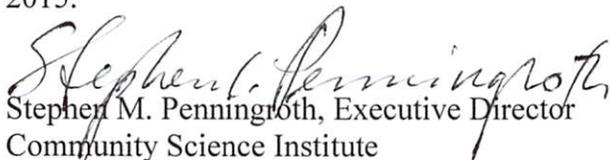
Insurance: To be provided by True Insurance, CSI's insurance agent, directly to the District. The District will be named as Additional Insured on the commercial liability policy. Auto coverage does not apply as CSI does not own or lease any automobiles.

Certification: The CSI lab is certified for 34 non-potable water and potable water analyses. Certificates of approval are attached to show that CSI possesses the necessary resources to perform the endothall and fluridone tests. The ELISA method for endothall and fluridone analysis is not on the certificates because it is not certifiable in New York.

Endothall and fluridone kits: It is understood that the District will pay for the endothall and fluridone test kits. CSI will assist the District with technical information related to acquiring the kits.

Turnaround time: CSI will make every effort to perform the herbicide analyses and report results within 24 hours. It should be noted that a dozen or more quality control samples are included in each run. Occasionally, one or more quality control analyses may fail. If that happens, the run must be repeated in its entirety, and results may not be available within 24 hours. CSI will notify the Health Dept. in the event a report is not available in 24 hours because a run has to be repeated for quality control reasons.

Price: An increase to \$40/test is proposed in order to cover increased costs including personnel and overhead. It is noted that CSI charged \$35/test for four years, from 2012-2015.


Stephen M. Penningroth, Executive Director
Community Science Institute

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2017
Issued April 01, 2016

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

DR. STEPHEN M. PENNINGROTH
COMMUNITY SCIENCE INSTITUTE, INC.
ROOM 283 LANGMUIR LAB 95 BROWN ROAD/BOX 1044
ITHACA, NY 14850

NY Lab Id No: 11790

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES NON POTABLE WATER
All approved analytes are listed below:*

Bacteriology

Coliform, Fecal SM 9222D-97
E. coli (Enumeration) EPA 1604
Heterotrophic Plate Count SM 18-21 9215B

Residue

Solids, Total SM 2540 B-97,-11
Solids, Total Dissolved SM 2540 C-97,-11
Solids, Total Suspended SM 2540 D-97,-11

Demand

Chemical Oxygen Demand SM 5220D-97,-11

Sample Preparation Methods

SM 4500-N Org B or C-97,-11

Mineral

Acidity SM 2310B-97,-11
Alkalinity SM 2320B-97,-11
Calcium Hardness SM 3500-Ca-B-97,-11
Chloride SM 4500-Cl- C-97,-11
Hardness, Total SM 2340C-97,-11
Sulfate (as SO₄) SM 4500-SO₄ E-97,-11

Miscellaneous

Specific Conductance SM 2510B-97,-11
Surfactant (MBAS) SM 5540C-00,-11
Turbidity EPA 180.1 Rev. 2.0

Nutrient

Ammonia (as N) SM 4500-NH₃ D or E-97,-11
Kjeldahl Nitrogen, Total SM 4500-NH₃ D or E-97,-11
Nitrate (as N) SM 4500-NO₃ E-00,-11
Orthophosphate (as P) EPA 365.3 Rev. 1978
Phosphorus, Total EPA 365.3 Rev. 1978

Serial No.: 54456

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



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NY Lab Id No: 11790

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National Environmental Laboratory Accreditation Conference Standards (2003) for the category
ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:*

Bacteriology

Coliform, Total / E. coli (Qualitative) 40 CFR 141.21 (f) 6v/MI Agar-1604
Heterotrophic Plate Count SM 18-22 9215B (-00)

Metals III

Calcium, Total SM 20-22 3500-Ca B (-97)

Miscellaneous

Surfactant (MBAS) SM 18-22 5540C (-00)
Turbidity EPA 180.1 Rev. 2.0

Non-Metals

Alkalinity SM 18-22 2320B (-97)
Calcium Hardness SM 20-22 3500-Ca B (-97)
Chloride SM 21-22 4500-Cl- C (-97)
Nitrate (as N) SM 18-22 4500-NO3 E (-00)
Nitrite (as N) SM 18-22 4500-NO3 E (-00)
Solids, Total Dissolved SM 18-22 2540C (-97)
Specific Conductance SM 18-22 2510B (-97)
Sulfate (as SO4) SM 18-22 4500-SO4 E (-97)

Serial No.: 54455

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CERTIFICATE OF NO COLLUSION

A.)
By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the state, public department or agency to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

B.)
Any bid hereafter made to any public authority or to any official of any public authority created by the state or any political subdivision, by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

The forgoing is affirmed as true under penalty of perjury.

STEPHEN M. PENNINGROTH
Contractor's Name
Stephen L. Penningroth
Contractor's Signature
4/28/16
Date

Corporate Seal

Equal Employment Opportunity

During the performance of this contract, (the contractor) hereby agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, color, creed, ethnicity, Vietnam-era veteran status, disabled veteran, marital status, disability, national origin, or status as an ex-offender. Such action shall be taken with reference, but not be limited, to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

(b) The contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commissioner for Human Rights, advising such labor union or representative of the contractor's agreement under clauses (a) through (f) hereinafter called "non-discrimination clauses". If the contractor was directed to do so by the contracting agency as part of the bid or negotiation of this contract, the contractor shall request such labor union or representative to furnish him with as written statement that such labor union or representative either will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the contractor shall promptly notify the State Commission for Human Rights of such failure or refusal.

(c) The contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's and local Tompkins County Laws against discrimination as the State Commission for Human Rights shall determine.

(d) The contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color or national origin.

(e) The contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

(f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the

Cayuga Lake Watershed Hydrilla Project

Contractor may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfies the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these nondiscrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law. The Contractor will include the provisions of clauses (a) through (f) in every subcontract or purchase order in such a manner that such provisions be performed within the State of New York. The Contractor will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor shall promptly so notify the Attorney General, requesting him to intervene and protect the interests of the State of New York.

GENERAL CONDITIONS ACCEPTED BY:

Firm: COMMUNITY SCIENCE INSTITUTE, INC.
By: Stephen L. Flemming
Date: 4/28/16
Title: EXECUTIVE DIRECTOR