

DATE: 11/06/2025

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- NYCT IS NOW ADVERTISING FOR THE FOLLOWING:

 SSE #: 0000524880
 OPENING/DUE DATE: 12/04/2025

 TYPE OF SOLICITATION: IFB
 DOCUMENT AVAILABILITY DATE: 11/06/2025

SOLICITATION TITLE: Chemical and Physical Testing of Materials

<u>DESCRIPTION</u>: The Metropolitan Transportation Authority and its affiliates and subsidiaries (hereafter called the "Authority") seek to identify and contract with multiple vendors ("Contractor/s") to perform the testing and analysis of a broad range of materials as set forth below and in the Scope of Work and also in the Price Schedule.

The Contractor/s shall perform testing and analysis on an as-needed basis. All services shall be performed in accordance with the scope of services listed herein.

Some testing may be required on an emergency basis. The Contractor shall retain and store unused samples for the period as specified in Section XII: Record-Keeping and Retention, after which the samples shall be disposed of in accordance with appropriate laws and/or regulations.

Funding: 100% Operating Goals: None

Est \$ Range: \$5M - \$10M Contract Term: Five (5) years

PLEASE SEE ADDITIONAL INFORMATION ATTACHED

(X) <u>PRE-BID CONFERENCE</u>: E-Mail for Meeting Link DATE: 11/13/2025 TIME: 1:00PM – 2:00PM Please email your list of attendees to alexis.giardina@mtahq.org

DATE: N/A

TIME: N/A

FOR MORE INFORMATION, PLEASE CONTACT

and a meeting request will be forwarded.

() SITE TOUR

PROCUREMENT REPRESENTATIVE: Alexis Giardina <u>EMAIL</u>: alexis.giardina@mtahq.org

NEW YORK CITY TRANSIT AUTHORITY

CHEMICAL AND PHYSICAL TESTING OF MATERIALS

SCOPE OF WORK

I. GENERAL DESCRIPTION

The Metropolitan Transportation Authority and its affiliates and subsidiaries (hereafter called the "Authority") seek to identify and contract with multiple vendors ("Contractor/s") to perform the testing and analysis of a broad range of materials as set forth below and in the Scope of Work and also in the Price Schedule.

The Contractor/s shall perform testing and analysis on an as-needed basis. All services shall be performed in accordance with the scope of services listed herein.

Some testing may be required on an emergency basis. The Contractor shall retain and store unused samples for the period as specified in Section XII: Record-Keeping and Retention, after which the samples shall be disposed of in accordance with appropriate laws and/or regulations.

II. <u>AUTHORITY'S RESPONSIBILITIES</u>

The Authority will perform the following activities:

- 1. Coordination, collection, and preparation of samples for transport to the laboratory
- 2. Labeling, tagging, and/or marking samples for proper identification
- 3. Providing to the Contractor test request forms and the Authority's required protocols indicating the tests to be performed
- 4. Notifying the Contractor to pick up samples, as required
- 5. Holding samples for pick-up by the Contractor

III. SAMPLE PICK-UP

The Contractor shall arrange sample pick-ups covering the entire New York City metropolitan area within 24 business hours (Monday – Friday) of receiving a call for pick-up from the Authority's Project Manager or designee. The Tracking Log for these samples must be submitted the same day the samples were received by the lab. The samples shall be picked up from the Authority's office at 333 W 34th St., New York City or other Authority locations such as bus depots, maintenance facilities, storerooms, warehouses and /or vendor facilities within the New York City metropolitan area, as specified by the Project Manager or designee.

The transport of samples from the sampling site to the Contractor's laboratory shall be done in accordance with applicable federal/state safety and transportation standards. Some vendors of the Authority may be directed to send samples directly to the testing laboratory. The Contractor must supply a receipt to Authority personnel whenever a sample is picked up/collected and keep a duplicate receipt for its records.

The contractor shall be responsible for picking up and testing chemicals across 10 different categories noted as follows:

- Category 1: Oils and Greases
- Category 2: Transformer Oils
- Category 3: Hydraulic Oils
- Category 4: Bio-Heating Oils
- Category 5: Diesel
- Category 6: Paints, Epoxy
- Category 7: Cleaners
- Category 8: Water
- Category 9: Anti-Freeze
- Category 10: Diesel Exhaust Fluid

The Authority reserves the right to award a contract to single contractor for a single category or a single contractor across multiple categories. Unless stated otherwise, awards will be made on a gross sum bid basis. For any additional information and requirements please refer to the Bid Inquiry sheet.

For bidders that are quoting across multiple categories, the bidder must complete a separate price schedule template for each category and provide pricing for all line items within each category. Each individual testing category will be awarded to the lowest bidder that submitted pricing for ALL the specific tests listed within that particular agency. Incomplete bids may be rejected by the Authority.

IV. SAMPLE SHIPPING

The Authority's Project Manager or designee may request that the Contractor send samples to a third-party laboratory or another location for additional/separate testing. [Please see Section VII: Special Tests for additional information.]

V. <u>TESTING REQUIREMENTS</u>

- 1. The accompanying Price Schedule comprises the material categories, test methodologies, and ancillary services (*i.e.*, special and emergency tests) required. Pertaining to pricing, both the entire packages and individual tests should be quoted.
- 2. The Contractor shall perform tests in accordance with test requests and test methods specified in the Price Schedule Template and shall report test results to the Authority in a pre-approved format within five (5) business days from date the sample is logged by the Authority's Project Manager after its receipt by the Contractor. Exceptions to the 5-business day turnaround time will be made for tests that require extended periods for sample preparation, curing or drying operations per the standard test methods.
- 3. All test samples need to be visually inspected by the Contractor. Assessment of color, condition, and consistency must be recorded on the test report prior to testing. If one of these assessments will affect the testing of the sample, the Contractor must inform the Authority's Project Manager or designee immediately via email.

- 4. If any sample is determined to be unacceptable for analysis due to damage, contamination, lack of proper labeling, or insufficient sample quantity, the Contractor shall notify the Authority's Project Manager or designee immediately via email.
- 5. In the event that a sample is tested and produces non-conforming results, the Contractor and its sub-contractors, if any, shall perform retests and shall report results (both the average of all tests and each individual result) to ensure results are within acceptable repeatability margins (for a single operator performing tests) and reproducibility margins (for different operators performing the same tests) applicable to the test method whenever the test results do not meet specification and protocol acceptance criteria.
- 6. At the discretion of the Authority, the Contractor shall perform retests in 5% of randomly selected samples as part of its quality control program and to ensure repeatability margins consistent with test methods. The cost of these retests for quality control shall be deemed included in the unit prices of the Price Schedule Template. Results shall be reported in a summary spreadsheet listing the original and retest results.

VI. <u>EMERGENCY TESTS</u>

The Contractor shall perform emergency tests (e.g., expedited tests) as directed by the Authority's Project Manager or designee. All emergency tests shall be performed within 24 hours of the time the sample is logged by the Authority's Project Manager after its receipt by the Contractor, except as otherwise permitted by the Authority's Project Manager or designee. Some tests (an estimated 2%) may need to be performed on weekends or Authority-observed holidays. The Contractor shall be paid the emergency test surcharge rate per the applicable line item in the Price Schedule Template.

VII. SPECIAL TESTS

Upon the request of the Authority's Project Manager or designee, the Contractor shall perform certain special tests beyond those listed in the Price Schedule Template. If the Contractor cannot perform these tests in-house with its own operators and test laboratory, the special tests shall be subcontracted to approved Subcontractors. The Contractor or sub-contractor shall be paid per the applicable line item in the Price Schedule Template and pre-approved by the Authority's Project Manager.

VIII. REPORTING REQUIREMENTS AND DELIVERABLES

- 1. The Contractor shall email a daily status report/manifest providing details for each sample: date of pick-up or receipt, description, source, projected test completion date, actual report date, and reasons for delay, if any.
- 2. The Contractor shall create a database or spreadsheet (using a format acceptable to the Authority) for performing statistical analyses and for generating monthly, quarterly, annual, and special reports that summarize testing activities. Testing activities include the number of samples tested, tests performed, average testing time per testing method, number of samples by department (if applicable), and other data as directed by the Authority's Project Manager.

- 3. The result(s) of each test performed on a sample by the Contractor is to be recorded in a written report. The format of the written report shall be subject to the approval of the Authority's Project Manager.
- 4. The test report shall contain references to the test methods used and applicable acceptance criteria as per the Authority's test protocol. Results listed in the test report will indicate "Conforming" or "Non-conforming" depending on the results falling within or outside of acceptance criteria. The Authority's Project Manager may require ASTM standard repeatability and reproducibility limits be incorporated into the test reports, where necessary.
- 5. Chain of custody documentation (record of receipt of test sample materials from Contractor and sub-contractors if applicable) may be required for approximately ten (10) samples per year. The Authority's Project Manager will notify the Contractor in advance when such documentation is required.
- 6. The Contractor shall maintain all reports and records electronically and, upon request, shall provide information on a flash drive or other suitable electronic media storage device.
- 7. For data exchange, the Contractor shall have compatible software (e.g., Microsoft Office, including Excel and Access) with that used by the Authority's Project Manager.

IX. OTHER REQUIREMENTS

- 1. The Contractor shall provide technical services and attend meetings on various testing issues as required by the Authority's Project Manager when user departments within the Authority or the vendor contests test results. At a minimum, the Contractor's laboratory manager and the laboratory technician that performed the respective test should be in attendance.
- 2. The Contractor shall provide technical assistance in the field of testing, research test methods, and industry test methods (e.g., ASTM, SAE, EPA, ISO, etc.) upon the request of the Authority's Project Manager.
- 3. The Contractor shall provide the Authority's representative(s) access to its facility and personnel As necessary, office space to prepare reports and to make phone calls shall be made available to the Authority representative(s).
- 4. The Contractor shall provide the Authority's representative(s) unlimited access to the laboratory and facilities used for and the personnel involved with the receipt, processing, and testing of the Authority's samples by the Contractor (and Subcontractor) for this Contract so that the Authority may fully witness the testing of the Authority's samples.
- 5. The numbers of samples for each line item in the Cost Proposal Template are estimates only. The actual number of tests during the term of the Contract may be less than or may exceed estimates. A sample may be tested for a single test or a combination of tests that are listed in the Cost Proposal Template. The testing parameters and quantities are provided for guidance only.

- 6. Similarly, the number of tests or samples requiring analysis represents The Authority's present projections and are not guaranteed. Authority may increase or decrease the number of tests and samples submitted for analysis and shall not be obligated to order all tests and/or services listed in the Cost Proposal Template.
- 7. If test a test method becomes obsolete or as improved testing methods are developed and approved, the Authority, at its sole discretion, may direct or allow the Contractor to utilize alternate methods to those listed in the Cost Proposal Template.
- 8. The Contractor shall supply all items needed for appropriate sample collection and storage including containers, tubes, bottles, labels, boxes, and tags. The cost of ancillary materials for the purposes of collecting, transporting, and storing samples shall be deemed included in the test's unit price as listed in the Cost Proposal Template.
- 9. For each laboratory utilized, the Contractor shall designate a Coordinator and his/her backup to serve as point of contract for all communication with the Authority's Project Manager and designated staff.
- 10. The Contractor shall provide the status of the testing of samples, when requested.
- 11. When sub-contractors are used, the Contractor shall provide the Authority's requirements including, but not limited to, the Authority's testing protocols to its sub-contractor(s).
- 12. All samples received from Authority for testing shall be stored in a safe and secure location, kept marked for identification purposes, and segregated from any other samples.
- 13. The Contractor is responsible for any and all costs related to travel expenses for picking up the samples and delivery of samples to the Contractor's laboratory, up to and including: (fuel, tolls, EZ Pass, congestion pricing, etc.).
- 14. The Contractor shall not share any testing data resulting from any sample received from and tested on behalf of the Authority with any other entity without the written authorization of Authority's Inspections & Testing Group. Any such request for information shall be forwarded to the Authority's Inspections & Testing Group for review and approval prior to fulfillment by the Contractor.

X. <u>LICENSES, PERMITS, QUALIFICATIONS & ACCREDITATION FOR THE CONTRACTOR'S TESTING LABORATORY</u>

1. The Contractor shall obtain, possess, and maintain all licenses, certifications, permits, authorizations, or documents required by Federal, State, County, and Municipal governments as necessary to perform the Work of this Contract. The "work" of this Contract includes the safe disposal of material in accordance with applicable laws and regulations. The Contractor shall supply the Authority's Project Manager with evidence that such licenses, permits, approvals, or other required documents have been obtained and maintained throughout the life of the Contract. Bidders must provide copies of their required accreditations and/or certifications as a PDF document(s) and separate attachment(s) that must be included with their bid submission.

- 2. The Contractor shall possess A2LA, ISO/IEC 17025, NVLAP, or ASQ accreditation and/or certification or their equal (as deemed acceptable by the Authority) for performing various standard tests applicable to the given material category. The Scope of Accreditation shall cover all tests performed and the corresponding test methods.
- 3. The Contractor shall comply with good laboratory practices at all times and shall have in place and maintain a quality assurance program during the term of the Contract. The Contractor shall have in place and maintain a quality assurance manual that meets or exceeds ISO/IEC 17025 or comparable national quality standard, as deemed acceptable by the Authority.
- 4. The Contractor shall be engaged in quality assurance and round-robin testing of samples both internally and with external professional testing organizations as applicable. The Authority's Project Manager shall be provided with all the information and results of each proficiency or quality assurance test. The Contractor shall require its Subcontractors to provide results directly to the Authority's Project Manager.
- 5. All sub-contractors, if any, must be pre-approved by the Authority's Project Manager. The Authority's Project Manager must be informed of all sub-contractor changes. Qualifications of all sub-contractors must include any of the following appropriate accreditations and/or certifications for running specified tests: A2LA, ISO/IEC 17025, NVLAP, ASQ, or equal accreditation acceptable to the Authority. The Sub-contractor must demonstrate compliance with good laboratory practices.
- 6. The Contractor shall maintain and periodically provide qualifications and training records, including resumes and certifications, for all laboratory staff.
- 7. The Contractor's laboratory shall have a written policy and detailed procedures for corrective actions to be taken for any mistake or error in sample process, analysis, and/or reporting. A corrective action report shall fully describe and document an event as well as all corrective actions taken by the laboratory.

XI. <u>SPECIFICATIONS</u>

The Contractor shall possess and maintain a complete set of the most current specifications of ASTM, SAE, EPA, ISO, and other standards organizations as required for performing the tests listed in the Cost Proposal Template.

XII. RECORD-KEEPING AND RETENTION

- 1. The Contractor shall present laboratory record-keeping procedures (which address raw data, laboratory notebooks, quality assurance and calibration data, personnel, equipment, materials, and supplies) to the Authority's Project Manager for approval. The procedures shall address the types of records kept and how records are maintained. The Contractor shall maintain records as per the approved procedure.
- 2. The Contractor is required to retain all records pertaining to the testing of Authority's samples for the term of the Contract. These records are to include laboratory notebooks, all instrument

printouts, manual records, calculations, raw data, test reports, and email correspondence. The Contractor shall maintain an off-site backup program to prevent catastrophic data/record losses.

3. The Contractor shall keep all unused samples in safe storage for a minimum of ninety (90) calendar days after the testing of samples. The cost of storage and proper disposal of unused samples shall be deemed included in the unit prices listed in the Cost Price Template. Upon written request by the Authority's Project Manager, the Contractor may be required to retain unused samples for longer than 90 days, at an additional cost to the Authority.

XIII. MINIMUM QUALIFICATIONS REQUIREMENTS

- 1) Provide a summary of the Contractor's laboratory.
 - a) Location
 - b) Size of building
 - c) Organization Chart
 - d) Workflow in the laboratory
 - e) Copies of all certifications including ISO 9001, ISO 17025, A2LA, etc.
 - t) Quality Manual
- 2) Provide a list of the necessary instruments, test equipment, reagents, and materials to perform all test methods in the bid category. Include:
 - a) Brand, Model#
 - b) Calibration records, service records from a certified third party
 - c) In-house testing records to verify proper operation of equipment (i.e. GC, ICP, AA, X-Ray, Hardness Test, Charpy V-Notch Test, etc.) prior to actual testing.
- 3) Provide information about training records for all technical staff who will perform testing for this bid category.
 - a) Number of technicians, qualifications, years of experience with this laboratory.
 - b) Training records
 - c) Levels / grades of technicians
- 4) Provide information (education, qualification and certification, etc.) regarding the competent person who will review and sign test reports before reports are sent to the Authority.
- 5) Provide information regarding the last Round Robin in which the Contractor participated. Include:
 - a) The date
 - b) Tests performed
 - c) The other Round Robin participants
 - d) Test results
- 6) Provide information regarding the Contractor's s internal audits including the frequency, scope, and results.

- 7) If applicable, provide evidence that the Contractor is capable to pick up samples for next day delivery. For example, picking up samples such as diesel, bio-heating, antifreeze, etc.
- 8) Will the Contractor use a subcontractor laboratory? If yes:
 - a) Provide name of the subcontractor laboratory
 - b) Provide the subcontractor laboratory's certifications and accreditations
 - c) If known, provide list of tests to be performed by the subcontractor laboratory.
- 9) Within the Quality Manual specified in Section X above, provide the following:
 - a) Evidence that the lab is aware of the regulations for disposal of chemicals.
 - b) Evidence of safe, segregated, storage areas for unused material, and the safe disposal of used material.
- 10) In the Quality Manual, indicate the detailed procedure for corrective actions arising from internal and external audits findings.