

DATE: 11/7/2025

NON-CONSTRUCTION CONTRACT SOLICITATION NOTICE

MTA- HQ IS NOW ADVERTISING FOR THE FOLLOWING:

<u>SSE</u> #: 0000525744	OPENING/DUE DATE: 12/5/2025
TYPE OF SOLICITATION: IFB	DOCUMENT AVAILABILITY DATE: 11/7/2025
SOLICITATION TITLE: Metals Testing and Analysis	

DESCRIPTION:

The Metropolitan Transportation Authority and its affiliates and subsidiaries (hereafter called the "Authority") seek to identify and contract with a vendor ("Contractor") to perform the testing and analysis of a broad range of materials as set forth below and, in the Price Schedule, (Attachment A1).

The Contractor 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 XI, Record-Keeping and Retention, after which the samples shall be disposed of in accordance with appropriate laws and/or regulations.

Funding: 100% Operating Goals: N/A Est \$ Range: \$1M- \$5M Contract Term: 5 Years

See attached additional information

(X) PRE-BID CONFERENCE: DATE: 11/14/2025 TIME: 1:00 PM – 2:00 PM

LOCATION: Microsoft TEAMS

Please email your list of attendees to Jesse Devinney at jesse.devinney@mtahq.org and a meeting request will be forwarded.

() <u>SITE TOUR:</u> N/A DATE: N/A TIME: N/A

FOR MORE INFORMATION, PLEASE CONTACT:

PROCUREMENT REPRESENTATIVE: Jesse Devinney EMAIL: jesse.devinney@mtahq.org

ATTACHMENT A: SCOPE OF WORK MTA NEW YORK CITY TRANSIT AUTHORITY TESTING OF METALS AND FAILURE ANALYSIS

I. GENERAL DESCRIPTION

The Metropolitan Transportation Authority and its affiliates and subsidiaries (hereafter called the "Authority") seek to identify and contract with a vendor ("Contractor") to perform the testing and analysis of a broad range of materials as set forth below and in the Price Schedule (Attachment A1).

The Contractor 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 XI, 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. Mailing samples to the Contractor.

III. SAMPLE SHIPPING

1. 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 VI: Special Tests for additional information].

IV. <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 the tests in accordance with test requests and test methods specified in the Price Schedule and shall report test results to Authority in a pre-approved format within five (5) business days from the date that the sample is received and entered in a sample log 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 testing operations as per applicable standard test methods.

- 3. All test samples, and quantity of samples, shall be visually inspected by the Contractor. Prior to testing, the Contractor will assess color, condition, and consistency of samples and shall record findings on the test report. If one of these assessments 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, insufficient sample quantity, or insufficient sample size, the Contractor shall notify the Authority Program 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 re-tests 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) 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 quoted test price. Results shall be reported in a summary spreadsheet listing the original and retest results.
- 7. It is preferred that the Contractor performs all tests in a single laboratory location. Otherwise, no more than 30% of the work performed under this Contract can be sub-contracted to a third-party laboratory. If the winning bidder (Contractor) proposes utilizing more than one laboratory at different locations, then the Contractor shall demonstrate to the satisfaction of the Authority's Project Manager that these facilities are accredited, are in compliance with all applicable standards, and utilize good laboratory practices.

V. <u>EMERGENCY TESTS</u>

Upon request, The Contractor shall perform emergency tests (i.e., expedited tests) as directed by the Authority Project Manager. All emergency tests shall be performed within a 24-hour turnaround time from the time of receipt of the sample, except as approved by the Authority Project Manager. Some tests – an estimated 2% of all tests performed – may need to be performed during weekends or on an Authority-observed holiday. The Contractor will be paid per the applicable line item in the Price Schedule.

VI. SPECIAL TESTS

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

VII. REPORTING REQUIREMENTS AND DELIVERABLES

 The Contractor shall e-mail a daily status report/manifest indicating sample information, including sample receipt date, description, vendor, projected 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 to 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 about ten (10) samples per year. The Authority's Project Manager shall notify the Contractor in advance when this 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.

VIII. 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 Price Schedule 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 Price Schedule. 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 Price Schedule.
- 7. If 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 Price Schedule.
- 8. The Contractor shall supply all items needed for appropriate sample storage and/or shipping, including containers, tubes, bottles, labels, boxes, and tags. The Contractor's cost of shipping samples, when necessary, shall be deemed included in the test unit price as listed in the Price Schedule.
- 9. The Contractor shall designate a Coordinator and his/her backup from the laboratory for communication with the Authority's Project Manager and the Authority's 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 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.

IX. <u>LICENSES, PERMITS, QUALIFICATIONS, AND 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 at all times with good laboratory practices and shall have and maintain a quality assurance program during the term of the contract. The Contractor shall have a quality assurance manual based on ISO/IEC 17025 or other acceptable national quality standard.

- 4. The Contractor shall be engaged in quality assurance and round robin testing of samples, both internally and externally with professional testing laboratories, as applicable. The Authority's Project Manager shall be provided with all information and results of each proficiency or quality assurance test. The Contractor shall require its sub-contractors 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 appropriate certifications and respective accreditations for performing specific tests. The sub-contractor must demonstrate compliance with good laboratory practices. Preference will be given to laboratories having ISO/IEC 17025, ASQ, A2LA, NVLAP or other Federal/State accreditation/approval.
- 6. The Contractor shall maintain and periodically provide updated qualifications and training records, including resumes and certifications, for all laboratory staff.
- 7. The Contractor 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 Contractor.

X. SPECIFICATIONS

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 in the performance of all tests listed in the Price Schedule.

XI. 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 should 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 retain all unused samples in safe storage for a minimum of ninety (90) calendar days. Tested samples with non-conforming results shall also be retained in safe and secure storage for a minimum of ninety (90) calendar days. The cost of all storage (for unused as well as non-conforming, tested samples) and proper disposal shall be deemed included in the unit prices listed in the Price Schedule. 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.

XII. MINIMUM QUALIFICATION REQUIREMENTS

- 1. Provide a summary of the 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.
- f. 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 lab.
 - 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 internal audits including the frequency, scope, and results.
- 7. 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.
- 8. Within the Quality Manual specified in Section 1X above, provide the following:
 - a. Evidence that the laboratory is aware of the regulations for disposal of chemicals and other materials.
 - b. Evidence of safe, segregated, storage areas for unused materials, and also the safe disposal of used material.
- 9. In the Quality Manual, indicate the detailed procedure for corrective actions arising from internal and external audits findings.