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Printed Name of Bidder

**LEAD WIPE ANALYSIS**

Invitation to Bid No. 400580

Issued: JULY 29, 2013

PURCHASING BUREAU CONTACT: Gary Tomaselli, Purchaser, (585) 428-7224

BID OPENING: WEDNESDAY, AUGUST 14, 2013 at 11:00 a.m.

PURCHASING BUREAU CONTRACT: Gary Tomaselli, Purchaser, 585-428-7224

***Sealed bids are to be returned to the Office of the Purchasing Agent, City Hall, Room 105-A, Rochester, NY 14614 prior to bid opening, at which time and place all bids will be opened, read and recorded.***

The bidder's attention is directed to the General Conditions and Instructions to Bidders which appears immediately following this title page and is incorporated into the bidding document and contract by reference.

**CONTRACT CHARACTERISTICS**

(For definitions or explanations, see General Conditions)

Type of Contract: TERM CONTRACT, 1 YEAR, WITH OPTION TO EXTEND

Bid Deposit Requirement: NONE

Performance Security Requirement: NONE

Insurance Requirement: NONE

Samples Requirement: NONE

Descriptive Literature/Technical Data Requirement: NONE

**BIDDERS:** Please note that prices, company identification and authorized signature are to be entered on the Proposal that appears at the end of the specifications.



# LEAD WIPE ANALYSIS

## 1. SCOPE

The intent of these specifications is to provide for the lab processing of Lead Dust Wipe Samples required by the City of Rochester's Lead Based Paint Poisoning Prevention ordinance.

## 2. SPECIFICATIONS

### 2.1 Lab Results Report

2.1.1 Report must be user friendly and easy to interpret.

2.1.2 It must contain the following information:

- Client Sample ID Number
- Collection location
- Surface tested
- Collection date and analysis date
- Total weight of lead on each sample
- Square feet of the area tested
- Calculation of lead concentration
- Federal guidelines for lead dust clearance

2.1.3 Results will be sent directly to the City of Rochester's Bureau of Inspection and Compliance Services electronically.

2.1.4 Results shall be accessible via the internet for secure download by the City within the specified time.

## 3. SERVICE REQUIREMENTS

3.1 Samples shall be processed and the lab results report made available within 72 hours of the lab receipt of the test.

3.2 Contractor shall provide the following:

- Gloves
- Wipes
- Collection tubes
- Ghost wipes and spikes
- Mailers, including necessary postage for overnight delivery
- Chain of Custody reports
- Sufficient number of templates for testing floors (9 x 8) and windows (2 x 18)

## LEAD WIPE ANALYSIS

- 3.3 A sufficient number of items listed above shall be provided prior to the initial samples being processed after AUGUST 14, 2013
- 3.4 Contractor must have the ability to process a minimum of 4,000 and a maximum of 25,000 wipe samples from the City annually.
- 3.5 Quantities are estimated. The City reserves the right to submit more samples annually if needed.

### 4. DELIVERY

All lab tests must be processed within 72 hours of receipt by the lab.

### 5. QUANTITIES

The vendor must ensure that the City of Rochester has a minimum of one (1) month's supply of mailers, gloves, wipes, collection tubes, and ghost wipes and spikes on hand at all times.

### 6. ADDITIONAL ITEMS

This analysis service must include the ability to download data directly to the City of Rochester via modem or e-mail. This service must enable the City of Rochester to import the data directly to reports without any need for data entry.

### 7. TERMS OF CONTRACT AND PRICES

- 7.1 The term of the contract resulting from this bid shall commence on the date of contract award and end on August 31, 2014
- 7.2 The contractor will agree to provide lead wipe analysis for a minimum of one (1) year with the option to extend for up to three (3) additional one year periods or less at the mutual consent of both parties. If prices for service are expected to change, the contractor must notify the Purchasing Agent in writing at the time of extension. Failure by the contractor to properly notify the City shall be interpreted by the City as meaning that the contractor will continue to service at the same price.

## LEAD WIPE ANALYSIS

### 8. QUALIFICATIONS OF BIDDERS

Bidders must be accredited by the EPA National Lead Laboratory Accreditation Program at time of award and remain certified during the term of the contract.

### 9. BASIS OF AWARD

- 9.1 Award will be made to the lowest responsive and responsible bidder based on Total Cost.
- 9.2 The City reserves the right to reject a bid if facilities and/or references are not sufficient to indicate the ability to meet the needs of the City as specified herein, or all proposed testing equipment is not fully equivalent to that specified.
- 9.3 The unit price quoted must be inclusive of all costs to the City, including the costs of all materials, testing, and mailers, including the cost of overnight shipping from the City to the vendor.

### 10. POLITICAL SUBDIVISIONS

Bidders should note that other political subdivisions with which the City has entered into municipal cooperation agreements, may participate in the contract resulting from this bid award. Use of this contract by any other political subdivision must be coordinated between that subdivision and the contractor. The City will have no responsibility for any such purchases and will have no other role than to notify the other political subdivisions that this contract is available to them for purchases.

### 11. NON-COLLUSIVE BIDDING CERTIFICATION

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 certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 11.1 The prices in 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.
- 11.2 Unless otherwise required by law, the prices that have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed prior to the bid opening, directly or indirectly, to any other bidder or to any competitor.

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- 11.3 No attempt has been 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.

NON-OFFICIAL SPEC  
DO NOT USE TO BID

**LEAD WIPE ANALYSIS**

PROPOSAL

The undersigned bidder hereby agrees to furnish the goods or services specified and to otherwise fully meet all terms, conditions and specifications contained in the Invitation to Bid without exception, unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

Lead Wipe Samples                      Unit Price                      Est. Quantity                      Total Cost

\$ \_\_\_\_\_ x 25,000 = \$ \_\_\_\_\_

Note any exceptions to the specifications here::

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\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed Name of Authorized Signature

\_\_\_\_\_  
Typed Name of Company

(Continued through page 5)

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PROPOSAL

PRINT OR TYPE THE FOLLOWING INFORMATION:

\_\_\_\_\_  
Name of Firm or Corporation

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip Code

\_\_\_\_\_  
Telephone Fax. No.

\_\_\_\_\_  
Website E-Mail Address.

\_\_\_\_\_  
Date:



ACCEPTED ON BEHALF OF THE CITY OF ROCHESTER FOR:

Contract No. \_\_\_\_\_

Contract Term: \_\_\_\_\_

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_