



PORTLAND DEVELOPMENT COMMISSION

**INVITATION TO BID #07-16
FOR
LABORATORY SERVICES: LEAD-BASED PAINT ANALYSIS**

THE PORTLAND DEVELOPMENT COMMISSION ("PDC" or "Commission"), the urban renewal agency for the City of Portland, Oregon is seeking competitive sealed Bids from qualified firms for the provision of **laboratory services and supplies related to the identification of lead-based paint hazards**. Field collection or consultation services are not anticipated in a contract awarded from this solicitation. PDC intends to award one (1) exclusive contract to the lowest responsive and responsible Bidder in connection with this Invitation to Bid (ITB).

INVITATION TO BID (ITB) INFORMATION

Invitation to Bid Title:	Laboratory Services: Lead-Based Paint Analysis
Solicitation Number:	ITB #07-16
Solicitation Coordinator*:	Daniel Spero, Contracts Coordinator
Solicitation Coordinator Phone:	(503) 823-3291 (office)
Solicitation Coordinator Fax:	(503) 865-3738 (fax)
Solicitation Coordinator Email:	sperod@pdc.us
Date of ITB Issuance:	December 17, 2007
Deadline for Bidder Questions or Requests for Change:	Thursday; January 3, 2008
Bid Due Date and Time**:	Wednesday, January 9, 2008 at 3:00 PM (PST)
Bid Delivery Location**:	Portland Development Commission 222 Northwest Fifth Avenue Portland, OR 97209

* Please direct all questions regarding this ITB to the Solicitation Coordinator identified here.

** To be considered for review, Bids must be received by the PDC no later than the day and time listed here at the above-listed location.

NO pre-bid conference or meeting is scheduled for this solicitation.

PDC encourages the participation of certified minority-owned, women-owned and emerging small businesses in this solicitation.

I. SPECIFICATIONS

PDC hereby requests competitive sealed bids for the provision of laboratory services and supplies related to the identification of lead-based paint hazards.

For bids to be considered for review, Bidders must: 1) provide the services listed in Section I (A) below; 2) meet the Bidder Eligibility Requirements in Section I (B); 3) complete the "Price Proposal" attached hereto as Exhibit A; and 4) read, agree, sign and detach Section VII of this ITB, "Bidder Certification." Bids failing to meet these requirements will be deemed non-responsive and will not be considered.

A. Mandatory Services

Bidder must be able to provide the following services:

- 1) Conduct laboratory testing and analysis for lead-based paint hazards for all of the following samples types with a high-degree of accuracy and quality assurance:
 - i. Paint chips
 - ii. Soil samples
 - iii. Wipe samples
- 2) Provide PDC staff with test kits and all supplies required to perform the services described herein.
- 3) Provide PDC with timely analysis results with PDC's choice of unit of measurement.

B. Bidder Eligibility Requirements

To be considered responsive to this solicitation, Bidder must document proof of the following at the time Bids are due:

- 1) Bidder must be a U.S. Environmental Protection Agency (EPA)-recognized laboratory.
- 2) Bidder must be a participant in the National Lead Laboratory Accreditation Program (NLLAP).*
- 3) Bidder must provide four (4) current or immediate past professional references for PDC to contact regarding your capacity to perform the services described in the ITB, ability to satisfy client needs and any other relevant information. Please include your reference's name and a contact person with phone number and email address. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in reviewing any Bid.

* "The Environmental Protection Agency (EPA) has established the National Lead Laboratory Accreditation Program (NLLAP) to recognize laboratories that demonstrate the ability to accurately analyze paint chip, dust, or soil samples for lead. A fixed-site laboratory, a mobile laboratory, or a testing firm that operates portable equipment are all eligible to obtain EPA recognition through the NLLAP." (Source: <http://www.epa.gov/lead/pubs/nllap.htm>)

II. BID EVALUATION

Bids will be evaluated to identify the lowest responsive offer submitted by a responsible Bidder.

RESPONSIVENESS: To be considered responsive, the Bidder must substantially comply with all material aspects of the solicitation procedures described herein and satisfy the requirements described in Section I, "Specifications," above.

RESPONSIBILITY: Prior to award of a Contract, PDC will evaluate whether the apparent successful Bidder meets the applicable standards of responsibility. In doing so, PDC may investigate Bidder's references and request information in addition to that already required in this ITB.

Bidders shall provide pricing and other required information for all items listed in Exhibit A of this ITB, "Price Proposal."

See also Section III (2) of this ITB, "Instructions to Bidders," for overall Bid preparation and submission instructions.

III. INSTRUCTIONS TO BIDDERS

All Bids submitted in response to this ITB are subject to the provisions and requirements defined in this solicitation document. All matters not specifically outlined in this ITB, or a subsequent Contract entered into, shall be governed by the Portland Development Commission's Local Contract Review Board (LCRB) Administrative Rules as well as applicable Oregon Revised Statutes (ORS) and other pertinent rules concerning procurement and contracting at the Portland Development Commission.

1. **Reservation of Rights:** PDC, in its sole discretion, reserves the right to amend, modify, extend the deadline or cancel this ITB; to reject any or all Bids received in response to this ITB; to decide whether a Bid does or does not substantially comply with the requirements of this ITB; to waive any minor informality or irregularity of any Bid; and obtain references regarding any Bidder's past performance.
2. **Bid Preparation and Submission:** Bids submitted in response to this ITB shall be of sufficient detail to demonstrate that the Bidder has a thorough understanding of PDC and the needs of the services described herein.
 - Bidders shall submit **ONE (1) ORIGINAL** of all Bid pages and **three (3) photocopies** of the same pages which must be received by PDC by the Bid Due Date and Time to the location listed on the cover page of this ITB. **The original Bid must bear an original ink signature and shall be marked "ORIGINAL."**
 - Bids shall be prepared in typewritten or printed form, though pricing information in Exhibit A may be written by hand. No oral, email or facsimile Bids will be accepted.
 - In accordance with the City of Portland's [Sustainable Paper Use Policy](#), please submit your Bid in loose leaf, unbound sets (staples are acceptable), printed on recycled paper containing at least 30% post-consumer waste content. **Please do not use ring binders, section dividers** or any other materials which cannot be easily recycled. Double-sided printing is preferred.
 - Bids must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the ITB Solicitation Number and the date and time Bids are due. PDC shall not be liable for any lost or late Bid.
3. **Questions or Requests for Clarification or Change:** All requests for change or clarification regarding technical information, procedures, contractual requirements or any other matter regarding this solicitation must be submitted **in writing** to the Solicitation Coordinator identified on the cover page of this ITB. All such requests for change or clarification **must** be received no later than the "Deadline for Bidder Questions or Requests for Change" listed on the cover page of this ITB.

Requests for change or clarification of this ITB may be sent by mail, emails or fax and shall contain the following:

- ITB Solicitation Number and Title;
- ITB Specification (or contract provision) being questioned;

- Request for change or clarification;

PDC will consider all timely-received questions and/or requests for change and, if reasonable and appropriate, amend this ITB or issue an addendum to clarify this ITB.

- 4. Changes to this Solicitation Document:** Any change or clarification to the Scope of Work, procurement process or to the terms and conditions of the contract terms which are contained in this solicitation document will be issued in the form of an Amendment or Addendum. Unless otherwise stated, Bidders are not required to return Addenda with their Bid; however, Bidders are responsible for making themselves aware of, obtaining and incorporating any changes made in any issued Amendment or Addendum into their final Bid. Failure to do so may cause the Bidder's Bid to be rejected.
- 5. Restrictions on Communication:** After this ITB has been issued and before any ensuing Contract has been executed, **all** questions, comments and/or requests for clarification or change regarding this ITB and the anticipated contract shall be directed to the Solicitation Coordinator identified on the cover page of this ITB.
- 6. Preparation Costs:** PDC shall not be liable for any costs incurred by Bidders in the preparation of Bids; including any meetings, demonstrations, interviews or subsequent negotiations that may be requested or required.
- 7. Recycled Products:** Bidders shall use recycled products to the maximum extent economically feasible in performance of work under a contract awarded from this solicitation.
- 8. Public Records and Disclosure:** All Bids submitted in response to this ITB shall become the property of PDC and will be subject to public disclosure pursuant to Oregon Public Records Law (ORS 192), except such portions of Bids for which the Bidder requests exemption from disclosure consistent with Oregon Law. Any portion of a Bid that the Bidder claims constitutes a "trade secret" must meet the requirements of ORS 192.501(2). All such pages in a Bid must be **clearly** marked with the following:

"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192."

Pricing information cannot be labeled a trade secret and shall be open to public inspection. If an entire Bid is marked "Confidential," at PDC's sole discretion, such a Bid may be rejected as non-responsive. PDC shall not be liable for disclosure or release of any information when authorized or required by law or court order to do so.
- 9. Information Submitted:** Bidders are cautioned that it is the Bidder's sole responsibility to submit information related to the requirements contained herein, and that PDC is under no obligation to request such information if it is not included within the Bidder's Bid.
- 10. Appropriation:** As multi-year contracts are subject to future appropriation of funds, PDC reserves the right to modify, amend or terminate without prejudice any contract ensuing from this solicitation if it is in the best public interest to do so. The PDC also reserves the right to review and approve any changes to selected Contractor's fee schedule during the course of a multi-year contract, unless the stated rates at time of initial contract execution will prevail.
- 11. M/W/ESB Participation:** PDC strongly encourages the participation of certified minority-owned (MBE), women-owned (WBE) and emerging small businesses (ESBs) in this and all PDC projects, programs and services.
- 12. Bid Withdrawal or Modification:** By submitting a Bid, Bidders agree to make their Bid a binding offer to the PDC for a period of one hundred eighty (180) calendar days from the date Bids are due. A Bid may not be withdrawn or modified during this period unless agreed to by the PDC in

writing; though Bids may be withdrawn, if requested in writing to the Solicitation Coordinator identified on the cover page of this ITB, prior to the Bid Due Date and Time.

13. **Investigation of References:** PDC reserves the right to investigate references, the financial capacity and the past performance of any Bidder, including service(s) provided to PDC, with respect to its successful performance on similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, subcontractors and workers. PDC reserves the right to use any information or reference we may discover, including information based upon our own experience, in reviewing any Bid. PDC may postpone the award or execution of the Contract before or after issuance of its Notice of Intent to Award in order to complete its investigation. PDC reserves the right to reject any Bid or to reject all Bids at any time prior to PDC's execution of a Contract in the event Bidder's reference checks prove unsatisfactory.
14. **Negotiable Terms and Conditions:** After the PDC has issued its Intent to Award, PDC reserves the right to enter into limited negotiations with the apparent successful Bidder(s) to finalize fees, scope of services as well as contract terms and conditions. Bidders should note that any such negotiation shall be minimal and should be expedited and completed by the anticipated Contract Execution Date. This time period may be extended at the sole discretion of PDC. If PDC, in its sole discretion, determines that such negotiations have reached an impasse, PDC reserves the right to cease negotiations with that apparent successful Bidder and repeat this process with the next lowest offer submitted by a responsible bidder..

IV. INSURANCE REQUIREMENTS

Prior to contract execution, any firm invited to enter into a contract with PDC as a result of this ITB will be required to furnish proof of the following types of insurance:

1. **Commercial General Liability** (CGL) insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage. CGL insurance shall provide contractual liability coverage for indemnification required under the contract between the PDC and Contactor. Additionally, **"The Portland Development Commission, the City of Portland and each of their respective officers, agents and employees"** shall be named as Additional Insured with respect to the contractor's services to be provided under the contract. It is not enough to list the PDC, et al., in the description field of an insurance certificate, which confers no rights on its own. To satisfy this requirement, **Additional Insured Endorsement (AIE) CG 20 11 85, or its equivalent, must be attached to the Certificate.**
2. **Automobile Liability** insurance with a combined single limit of not less than **\$1,000,000**, per occurrence, for bodily injury and property damage, including coverage for owned, hired, or non-owned vehicles, as applicable.
3. **Professional Liability** (aka "Errors and Omissions") insurance with a combined single limit of not less than **\$1,000,000**, on a claims-made basis, for indemnity of the insured for third-party liability claims arising from or due to the negligence in the performance of professional services under the contract between the PDC and Contractor.
4. **Workers' Compensation Insurance** in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers. This coverage is required of contractors with one or more employees, unless exempt under ORS 656.027.

As evidence of adequate insurance coverage and prior to contract execution, the selected Contractor(s) will provide to the PDC certificates of coverage listing the **"Portland Development Commission"** at 222 Northwest Fifth Avenue; Portland, OR 97209 as a certificate holder. The certificate shall provide that Contractor's insurance shall not be terminated or cancelled without thirty (30) days prior written notice to PDC. Insuring companies or entities are subject to PDC's acceptance and must be licensed to provide

insurance in the State of Oregon. Contractor's insurance shall be primary insurance, and any commercial insurance or self-insurance maintained by the City of Portland and/or PDC shall not contribute to it.

V. WORK PRODUCTS REQUIREMENTS

Any documents provided to PDC under a contract awarded from this ITB should be in electronic format on CD, DVD and/or email, meeting the following criteria:

- Where possible, provide the native files in the original software program used (Adobe InDesign for page layout, Macromedia Freehand or Adobe Illustrator for illustrations, etc.);
- Provide high-resolution electronic files of all "placed art and images" used in the layout (220-dpi minimum resolution, in .eps, .jpg or .tif format as appropriate).

If the above formats are not available, provide files in two (2) versions of "Adobe Acrobat PDF":

- Print quality (high resolution) PDF documents suitable for print; and,
- Web quality (standard resolution) PDF documents suitable for posting on our website.

All draft documents should be sent in Microsoft Word, where possible. When requested by PDC, Contractor will also provide up to three (3) hard copies of any document.

VI. STANDARD CONTRACT TERMS & CONDITIONS

The following terms and conditions will govern the Personal Services Contract (contract) entered into by and between PDC and the successful Bidder. PDC reserves the right to change any term or condition of the contract prior to execution of the contract and may terminate the contract at any time, at its sole discretion, upon thirty (30) days written notice to the selected firm. Bidders wishing to include supplemental terms and conditions must submit them at the same time as their Bid. Bidders who take objection to any of the following terms and conditions must raise those objections, in writing, to the Solicitation Coordinator for this ITB and do so by the Deadline for Bidder Questions/Requests for Change.

1. Either Contractor or PDC may terminate this Contract in the event of a breach of the Contract by the other party. PDC may terminate this Contract for any reason by giving thirty (30) days written notice to Contractor at Contractor's address listed below.
2. All work products of the Contractor which result from this Contract are the exclusive property of PDC. PDC shall have access to all books, documents, papers and records of Contractor which relate to this Contract for purpose of making audit, examination, excerpts, and transcripts for a period of three years after final payment.
3. Contractor certifies that Contractor is an Independent Contractor as defined in ORS 670.600 and shall be entitled to no compensation other than that stated above.
4. Contractor shall indemnify, defend, save, and hold harmless PDC and the City of Portland and each of their respective officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its subcontractors, agents or employees under this Contract. Contractor shall provide insurance as indicated in Exhibit B [Section IV of this ITB].
5. This contract may be executed in any number of counterparts, and any single counterpart or set of counterparts signed, in either case, by all the parties hereto shall constitute a full and original instrument, but all of which shall together constitute one and the same instrument.

6. The provisions of this contract shall be construed in accordance with the provisions of the laws of the State of Oregon, without regard to principles of conflicts of law. Any action or suits involving any question arising under this contract must be brought in the Circuit Court of Multnomah County for the State of Oregon; however, if an action or suit must be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. If any provision of this Contract is found to be illegal or unenforceable, this Contract shall remain in full force and effect and the provision shall be stricken.
7. Contractor shall adhere to all applicable federal, state, and local laws and regulations including those governing its relationship with its employees. All provisions of ORS Chapter 279 governing public contracts are incorporated herein by reference. Contractor shall adhere to PDC's requirements regarding non-discrimination and equal employment opportunity, which are incorporated herein by reference.
8. Contractor must be Equal Employment Opportunity (EEO) certified by the City of Portland, Bureau of Purchases. Application forms are available online at:

<http://www.portlandonline.com/omf/index.cfm?c=45665&>
9. Contractor shall not assign this Contract or subcontract its work under this Contract without the prior written approval of PDC.

VII. BIDDER CERTIFICATION

**Bidders must read, comply and sign this section.
Failure to do so may be grounds for Bid rejection.**

1. By submitting a Bid in response to this solicitation, Bidder expressly represents they have taken no exception to any term, condition, obligation or requirement contained in this solicitation document, or any addenda to this solicitation, which is not expressly stated in their Bid.
2. If selected to go to contract, prior to contract execution, Bidder shall: 1) be a legal entity that is [registered to conduct business in the State of Oregon](#); 2) [be certified as an Equal Employment Opportunity \(EEO\) employer](#) through the City of Portland, Bureau of Purchases; and 3) provide adequate proof of insurance, as set forth in Section IV of this ITB. Bidder shall maintain such certification, insurance, accreditation and/or license(s) that may be required to perform work under an awarded contract for the duration of the contract term.
3. The undersigned acknowledges receipt of Addenda Numbers _____ through _____ or N/A.
4. Bidder certifies it is an independent contractor as defined in ORS 670.600 et al. and under penalty of perjury, to the best of its knowledge, is not in violation of any federal, state or local tax law.
5. Bidder certifies this Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; Bidder has not induced any person, firm or corporation to refrain from proposing; and Bidder has not sought by collusion or fraud to obtain for itself any advantage over any other Bidder or over PDC.
6. Bidder certifies it has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Portland Development Commission, and that the key personnel and principals identified to perform work under an awarded contract do not have any personal or business relationships with any PDC officer or employee.
7. Bidder certifies the costs quoted in Exhibit A, "Price Proposal," are true and accurate; agrees to honor the prices quoted the duration of a contract awarded from this ITB, unless other prices will prevail; and agrees to make their Bid a binding offer to PDC for a period of one hundred eighty (180) calendar days from the date Bids are due.
8. The undersigned warrants that he/she is an authorized representative of the Bidder; has read, understands and agrees to be bound by all ITB instructions, specifications, contract terms and conditions contained herein (including all addenda issued for this solicitation); that the information provided in this Bid is true and accurate; and that providing incorrect or incomplete information may be cause for Bid rejection or contract termination.

SIGNATURE BLOCK

Signature of Bidder's duly authorized representative:

_____ Date: _____

Printed Name and Title: _____

Legal Name of Bidder/Firm: _____

Federal Tax Identification Number (FEIN or SSN): _____

EXHIBIT A. PRICE PROPOSAL

Bidders **must** complete this Exhibit A.

“Cost per Sample” bids below must include all costs of services, including shipping and handling costs, applicable taxes, laboratory services, reporting fees, as well as any other fees not otherwise listed. PDC shall not be liable for any costs in excess of those incurred by Bidder.

PRICE PROPOSAL	
Lead Analysis Laboratory Service	Cost per Sample
Flame Atomic Absorption: <u>Paint Chip</u>	
1-day turnaround	\$
2-day turnaround	\$
3-day turnaround	\$
5-day turnaround	\$
Flame Atomic Absorption: <u>Soil Unit</u>	
1-day turnaround	\$
2-day turnaround	\$
3-day turnaround	\$
5-day turnaround	\$
Flame Atomic Absorption: <u>Wipe Unit</u>	
1-day turnaround	\$
2-day turnaround	\$
3-day turnaround	\$
5-day turnaround	\$
Supplies	Price / Quantity
Wipes	\$ per
Gloves	\$ per
Tubes	\$ per
Other Fees	
Minimum samples per billing (if applicable)	or <input type="checkbox"/> N/A
Number of Samples required for free air express service	or <input type="checkbox"/> N/A
Additional charges for weekend, holiday and after-hours laboratory services	
Weekend Charge:	\$ or <input type="checkbox"/> N/A
Holiday Charge	\$ or <input type="checkbox"/> N/A
After-Hours Charge	\$ or <input type="checkbox"/> N/A

If Bidder is unable to provide any of the services listed above at any given turnaround time, please state **“Not Available.”** In the event a Bidder fails to provide a quote for any of the listed items above, PDC will be assume that such services are not available.

An MS Word version of this Price Proposal is available upon request from the Solicitation Coordinator for this RFP.