



CITY OF IOWA CITY

410 East Washington Street
Iowa City, Iowa 52240-1826
(319) 356-5000
(319) 356-5009 FAX
www.icgov.org

DATE: February 23, 2010

REQUEST FOR BID: #10-61 GEM 2000 PORTABLE GAS ANALYZER INSTRUMENT

NOTICE TO BIDDERS: Sealed bids will be received at the office of the City Clerk until the date and time specified below.

ADDRESS BIDS TO: Attention: City Clerk, City Hall, 410 E. Washington St., RM140, Iowa City, IA 52240, on or before the bid opening local time and date specified below. Bids shall be **sealed** and clearly marked on the front **“GEM 2000 Portable Gas Analyzer Instrument, RFB #10-61.”**

Faxed or E-mailed bids will not be accepted.

BID OPENING: Bids are due in City Clerk’s Office no later than **2:30 p.m., (CT), March 10, 2010.** The bid opening will be held in the Lobby Conference Room, City Hall, 410 E Washington St., Iowa City, IA. Late bids will not be considered for award.

BONDS AND INSURANCE: Insurance is required as specified in Section IV-B.
No bid security or performance bond is required.

The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder. Similarly, the City is not responsible for, and will not open, any proposal responses which are received later than the date and time stated above.

QUESTIONS: All Questions or clarifications regarding this proposal must be e-mailed to the following City representatives no later than **3:00 p.m., (CT), March 4, 2010.** Questions regarding this Request for Bid will not be answered over the phone.

Specification Questions

Chris Gilstrap
Asst. Superintendent Wastewater
chris-gilstrap@iowa-city.org

Purchasing Questions

Mary Niichel-Hegwood
Purchasing Agent
mary-niichel@iowa-city.org
(319) 356-5078

NO CONTACT POLICY: After the date and time established for receipt of bids by the City, any contact initiated by the bidders with any City representative, other than the Purchasing Division representative listed herein, concerning this Request for Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.

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SECTION I. BID REQUIREMENTS CHECKLIST

DOCUMENTS REQUIRED TO BE SUBMITTED WITH THE VENDOR'S BID

Please review the following checklist to make sure the documents are included in your submitted bid.

_____ Literature/Catalogs on the specified GEM 2000 Portable Gas Analyzer Instrument, **including Manufacturer's warranty literature** on the Portable Gas Analyzer Instrument

_____ Three (3) references from agencies that have purchased the GEM 2000 Portable Gas Analyzer Instrument from the vendor. References must include the name of the agency, contact person and title, phone number of contact person, agency address, and the date of purchase. The City of Iowa City will not be accepted as a reference (**Section V**).

_____ A completed and signed Price and Company Information Sheet (**Section VI**)

Note: The City reserves the right to reject bids that are considered incomplete and do not contain the requested items listed above.

SECTION II. SPECIFIC CONDITIONS AND INSTRUCTIONS TO THIS BID

A. SCOPE OF CONTRACT

The City of Iowa City's Wastewater Division is soliciting competitive sealed bids from qualified vendors for a new GEM 2000 Portable Gas Analyzer Instrument (batteries included), extended maintenance, and accessories per the terms and conditions, and specifications contained within this Request for Bid document.

The awarded vendor must be authorized to sell the GEM 2000 Portable Gas Analyzer Instrument and be able to provide maintenance service on the instrument.

B. BID REQUIREMENTS

1. If any vendor is in doubt as to the intent or meaning of any part of this Request for Bid, the vendor must e-mail the City Representatives listed on page one (1) no later than **March 4, 2010, 3:00 p.m., (CT)**.
2. Vendors are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a bid. The submission of a bid by the vendor implies the vendor's acceptance of the terms and conditions of this Request for Bid, unless otherwise stated.

All deviations from the specifications must be noted in detail by the vendor, in Section VI. Price and Company Information Sheet at the time of submittal of the vendor's bid. The absence of a written list of deviations at the time of submittal of the bid will hold the vendor strictly accountable to the specifications contained in this Request for Bid.

3. Any costs to the City not specifically set forth in this Request for Bid will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein. The bidder's pricing must include freight, delivery, and all other costs to supply the GEM 2000 Portable Gas Analyzer Instrument (batteries included), maintenance, and accessories.
4. The City reserves the right to order accessories (Section VI) at the firm fixed price provided by the vendor for a period of one year after the date stated on the Purchase Order.
5. The bidder is responsible for all costs related to the preparation of this bid.
6. All submitted bids must be complete to be considered for award; see Section I. Bid Requirements Checklist for the items that are required at bid submittal.
7. The format of the vendor's bid must be consistent with the format of the specifications listed.
8. No bid security will be required.
9. Insurance will be required before the contract has been awarded, see Section IV.-B.
10. Bidders are required to meet all qualifications and specifications of this Request for Bid in order to be considered for award.
11. All shipments shall be FOB destination (Landfill Division, 3900 Hebl Ave SW, Iowa City, IA 52246).
12. Bidders **must** include the following items with their submitted bid:
 - a. Literature/Catalogs on the specified GEM 2000 Portable Gas Analyzer Instrument, **including Manufacturer's warranty literature** on the Portable Gas Analyzer Instrument

- b. Three (3) references from agencies that have purchased the GEM 2000 Portable Gas Analyzer Instrument from the vendor. References must include the name of the agency, contact person and title, phone number of contact person, agency address, and the date of purchase. The City of Iowa City will not be accepted as a reference (**Section V**).
- c. A completed and signed Price and Company Information Sheet (**Section VI**)

Note: Bidders are required to submit the required information listed above. The City reserves the right to reject bids that the City considers incomplete due to the omission of the required information.

C. CONTRACT AWARD

1. The vendor's bid must be complete to be considered for award.
2. Award of this contract will be made to the lowest responsive, responsible bidder and vendor availability whose bid, conforming to the solicitation, will be the most advantageous to the City of Iowa City. Past performance of the bidder and completeness of the bid will be considered for award.
3. The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City of Iowa City reserves the right to accept or reject any or all bids and to waive irregularities or technicalities in any bids when in the best interest of the City. The City of Iowa City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for bid.
4. It is the intent of the City to make an award, in the form of a Purchase Order, within thirty (30) working days of the bid opening date.
5. Award, if made, will be in accordance with the terms and conditions herein.
6. The awarded vendor will be required to submit a current certificate of insurance prior to a purchase order being issued. The certificate of insurance shall include the following items:
 - The City of Iowa City will be named as additional insured
 - Project bid number and project title as the description
 - Insurance carriers will be rated as A or better by A.M. Best
7. If the award exceeds \$25,000, the awarded vendor will be given the City's **Contract Compliance Document** to complete and return before a purchase order will be issued.
8. The awarded vendor will be required to supply an owner's manual with operating instructions for the GEM 2000 Portable Gas Analyzer Instrument at no cost to the City.

D. DELIVERY

1. The awarded vendor must contact the Landfill Supervisor to arrange a time for the delivery of the instrument. Contact information will be given to the awarded vendor.
2. Delivery must be between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday, with the exclusion of holidays.

E. SPECIFIC CONDITIONS AND INSTRUCTIONS

The above conditions and instructions clarify this specific proposal document, but are in addition to the attached GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS (Section IV).

SECTION III. GEM 2000 PORTABLE GAS ANALYZER INSTRUMENT

The following section includes a list of specifications for the GEM 2000 Potable Gas Analyzer Instrument; vendors interested in submitting a bid are required to meet these specifications.

A. FEATURES

1. Measures % CH₄, CO₂ and O₂ Volume, static pressure and differential pressure
2. Calculates balance gas, flow (SCFM) and calorific value (KW or BTU)
3. Displays % LEL of CH₄, and user-defined comments
4. Records site and well conditions
5. Extended operation (10 - 14 hrs use from one charge)
6. Certified intrinsically safe for landfill use
7. Two instruments in one (GA and GEM mode)

B. GASES MEASURED

1. CH₄ 0-100% Reading
2. CO₂ 0-100% Reading
3. O₂ 0-25%

C. GAS ACCURACY

	CH ₄	CO ₂	O ₂
0-5%	±0.3%	±0.3%	±1.0%
5-15%	±1.0%	±1.0%	±1.0%
15% - Full Scale	±3.0%	±3.0%	±1.0%

D. OTHER PARAMETERS

	Unit	Resolution	Comments
Energy	BTU/hr	1000 BTU/hr	Calculated from specific measurements
Static Pressure	in.H ₂ O	0.1 in. H ₂ O	Direct Measurement
Differential Pressure	in.H ₂ O	0.001 in.H ₂ O	Direct Measurement

E. OTHER SPECIFICATIONS

1. Flow Typically 300 cc/min
2. Flow with 5.9 in.Hg vacuum Approximately 250 cc/min
3. Operating Temperature Range 32 Degrees Fahrenheit – 104 Degrees Fahrenheit

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|-----|------------------------------|--|
| 4. | Operating Pressure | -100 in. H ₂ O, +100 in. H ₂ O |
| 5. | Relative Humidity | 0-95% non condensing |
| 6. | Barometric Pressure | ±5.9 in. Hg from calibration pressure |
| 7. | Barometric Pressure Accuracy | ±1% typically |
| 8. | Battery Life | Typical use 10 hours from fully charged |
| 9. | Charge Time | Approximately 2 hours from complete discharge |
| 10. | Certifications | UL – Certified to Class 1, Zone 1, AEx ib d Ila T1 |

F. WARRANTY

The unit shall be warranted against defects in material and workmanship for a period of not less than twelve (12) months and shall cover 100% parts, labor and travel for the unit. If the manufacturer's standard warranty period exceeds twelve (12) months, then the standard warranty period shall be in effect. The vendor shall be ultimately responsible for the warranty. The twelve (12) month warranty period will begin after the City has received and accepted the instrument.

SECTION IV.
CITY OF IOWA CITY – PURCHASING DIVISION
GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

The general rules and conditions which follow apply to all bids issued by the City unless otherwise specified. Bidders or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so shall be at the bidder's own risk.

Bids and contracts issued by the City of Iowa City shall bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the bid documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.

“Bid” as referenced herein shall include all bids, quotations and proposals.

“Bid date” as referenced herein shall mean the local date and time specified in the bid documents.

A. CONDITIONS FOR BIDDING

1. NO CONTACT POLICY. After the date and time established for receipt of bids by the City, any contact initiated by the bidder or by a City representative, other than the Purchasing Division representative listed herein, concerning this Bid is prohibited. Any such unauthorized contact may cause the disqualification of the bidder from the procurement transaction.

2. COMPLETENESS/AUTHORIZATION OF BID. Bidder shall supply all information and submittals required by the bid documents to constitute a proper bid. Bid shall be signed with the firm name and by an authorized agent.

3. ADDRESSING OF BID. Unless otherwise specified, faxed or e-mailed bids will not be accepted. Bid shall be submitted in a sealed envelope or box clearly marked on the front with bid number and due date, and unless otherwise specified, addressed to:

Attn: City Clerk's Office
City of Iowa City
410 E. Washington St., RM 140
Iowa City, Iowa 52240-1826

4. BID DEADLINE/OPENING. Bidder shall be responsible for taking whatever measures are necessary to ensure that the bid reaches the office of the City Clerk or otherwise specified agent on or before the local time and date specified. The City shall not be responsible for, and may not consider, any bid delayed in the postal or other delivery service, or in the City's internal mail system, nor any late bid, amendment thereto, or request for withdrawal of bid received after the date specified.

Bidders and/or their authorized agents may be present if a formal bid opening is held, at which time all bids shall be opened and cost data read aloud.

A written request for withdrawal of a bid or any part thereof may be granted, provided the request is received by the City prior to specified bid date.

Bids received after the time and date specified on the request for bid will not be opened and will not be considered for award.

5. BIDS BINDING 30 DAYS. Unless otherwise specified, all formal bids submitted shall be binding for thirty (30) calendar days following bid date, unless the bidder(s), at the City's request, agrees to an extension.

6. TRADE SECRETS OR PROPRIETY INFORMATION. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld.

7. BIDS FOR ALL OR PART. Unless otherwise specified, bidder may restrict his/her bid to consideration in the whole by so stating, but shall name a unit price for each item bid upon; any bid on

which the bidder names a total price for all items without quoting a price on each and every separate item may be rejected at the option of the City.

8. DISCOUNT BIDS. Discounts may be taken into consideration.

9. MULTIPLE BIDS. Bidders may submit more than one bid, provided the additional bid or bids are properly submitted on the bid forms.

10. COMPETENCY OF BIDDER. No bid may be accepted from or contract awarded to any person, firm or corporation which is in arrears or in default to the City of Iowa City upon any debt or contract, or has failed to perform faithfully any previous contract with the City. If requested, the bidder, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these specification and contract documents; such evidence shall be presented within a specified time and to the satisfaction of the City.

11. COLLUSIVE BIDDING. The Bidder certifies that his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, without prior knowledge of competitive prices, and it is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

12. OFFICERS NOT TO BENEFIT. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5

13. EQUAL EMPLOYMENT OPPORTUNITY. All bidders are subject to and must comply with the provisions of the City's EEO policy and applicable local, state and federal anti-discrimination laws. All City contractors, subcontractors or consultants with contracts of \$25,000 or more (or less, if required by another governmental agency) must abide by the requirements of the City's Contract Compliance Document. Emergency contracts are exempt from this provision.

14. SAMPLES/LITERATURE REQUIRED. When required, each bidder shall submit samples and/or catalogs, descriptive literature, detailed drawings, and other information necessary to fully describe the proposed commodity or service.

Bidder shall bear the cost of and make arrangements for the delivery and removal of samples to the specified location. The City may retain awarded bidder's samples until delivery of contracted commodities and/or service has been completed and accepted. Unsuccessful bidders shall remove samples as soon as possible after bid award. The City shall not be responsible for such samples if not removed by the bidder within thirty (30) calendar days after the award has been made.

15. BID SUMMARY. Summary of bid award made will be posted to the City's web-site at www.icgov.org/default/apps/equipment/commodities.asp or mailed to those bidders who enclose a stamped, self-addressed envelope with their bid.

B. BONDS AND INSURANCE

1. BID SECURITY. When required, no bid shall be considered unless accompanied by either of the following forms of bid security:

a. A certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States, or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to a minimum of five percent (5%) of the bid, or

b. A bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in a penal sum of a minimum of five percent (5%) of the bid.

The bid security shall be made payable to the TREASURER OF THE CITY OF IOWA CITY, IOWA, and shall be forfeited to the City of Iowa City as liquidated damages in the event the successful bidder fails to enter into a contract within fourteen (14) calendar days and, **when required**, post bond satisfactory to the City insuring the faithful performance of the contract and maintenance of said work, if required, pursuant to the provisions of the bid documents and other contract documents. The amount of the check, draft or bond

shall not constitute a limitation upon the right of the City of Iowa City, Iowa, to recover for the full amount of such damage.

Security deposits of the lowest two (2) or more bidders may be retained pending contract award or rejection. All other security deposits will be returned promptly.

2. PERFORMANCE BOND. When required, the successful bidder shall furnish a bond in the amount of one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the prompt payments of all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operation of the contract, and shall also guarantee the maintenance of the improvement for a specified period following its completion and acceptance by the City. A letter of Irrevocable Credit from a responsible lending agency approved by the City, for the same guarantee(s) as noted above, may be submitted for approval. The City reserves the right to accept or reject this form of guarantee.

3. INSURANCE REQUIREMENTS. When required, the successful bidder shall provide insurance as follows:

a. Certificate of Insurance; Cancellation or Modification

1. Before commencing work, the Contractor shall submit to the City for approval of a Certificate of Insurance meeting all requirements specified herein, to be in effect for the full contract period.
2. The Contractor shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
3. Cancellation or modification of said policy or policies shall be considered just cause for the City of Iowa City to immediately cancel the contract and/or to halt on the contract, and to withhold payment for any work performed on the contract.
4. The policy shall be primary in payment, not excess or contingent, regardless of any other coverage available to the City.

b. Minimum Coverage

1. Any policy or policies of insurance purchased by the Contractor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Insurance Requirements

Informal Project Specs: Class I (under \$1M)

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$500,000	\$1,000,000
b. Automobile Liability	<u>Combined</u>	
(1) Bodily Injury & Property Damage	<u>Single Limit</u>	\$500,000

- c. Worker's Compensation Insurance as required by Chapter 85, Code of Iowa.

The City requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

C. SPECIFICATIONS

1. FORMAL SPECIFICATIONS. The bidder shall abide by and comply with the true intent of the specifications (not take advantage of any unintentional error or admission). Whenever herein mention is made of a commodity and/or service to be provided in accordance with laws, ordinances, building codes, underwriters' codes or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.

The absence of a written list of deviations submitted with the bid shall hold the bidder strictly accountable to the City and to the specifications as written. Any unauthorized deviation from the specifications may be grounds for rejection of the commodity and/or service when delivered.

2. PROPOSED ALTERNATE. When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance and test data, references, and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the proposer.

The City's decision to approve or disapprove of a proposed alternate shall be final.

3. ADDENDUM TO SPECIFICATIONS. Any substantive interpretation, correction or change of the bid documents shall be made by addendum. Unless otherwise specified the addendum will be posted to the City of Iowa City web-site www.icgov.org/default/apps/equipment/commodities.asp. Interpretation, corrections or changes of the bid documents made in any other manner shall not be binding, and bidders shall not rely upon such interpretations, corrections or changes. Any addendum shall be issued by the City within a reasonable time prior to the bid date. It is the bidder's responsibility to visit this web-site to insure that they have received all important addenda or revisions to the Invitation to Bid prior to bidding.

D. AWARD OF CONTRACT

1. AWARD OR REJECTION OF BIDS. Unless otherwise specified, the contract shall be awarded to the lowest responsible and responsive bidder complying with the provisions of the bid documents, provided the bid price is reasonable and it is in the best interest of the City to accept it. The City reserves the right to reject any and all bids, to accept in whole or in part, to add or delete quantities, to waive any informalities in bids received, and to accept or reject any bid which deviates from specifications when in the best interest of the City. The City also reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid from a bidder who, investigation shows, is not in a position to perform the contract.

In determining a bidder's responsibility, the City may consider the following qualifications, in addition to price:

- The quality, availability, adaptability and life cycle costing of the commodities and/or service.
- Guarantees and warranties.
- Ability, capacity and skill to provide the commodities and/or service required within the specified time.
- Ability to provide future maintenance and service.
- Character, integrity, reputation, experience and efficiency.
- Quality of performance of previous and/or existing contracts.
- Previous and existing compliance with laws and ordinances relating to contracts with the City and to the bidder's employment practices.
- Whether the bidder is in arrears to the City, in debt on a contract or is a defaulter on surety to the City.
- If reasonable doubts arise as to bidder's solvency, the City reserves the right to require financial information sufficient to show solvency and/or require a performance bond.
- Such other relevant information as may be secured by the City.

In determining a bidder's responsiveness, the City shall consider whether the bid conforms in all material respects to the bid documents.

2. LOCAL PURCHASES. Unless otherwise specified, cost and other considerations being equal, local firms (i.e. an office in Iowa City) shall be given first consideration for the purchasing of goods or services.

3. STATE OF IOWA RESIDENT BIDDER PREFERENCE. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa Statutes. The Iowa Reciprocal Preference Act (SF 2160) applies to the contract with respect to bidders who are not Iowa residents.

4. FEDERAL TRANSIT FUNDS. Purchases utilizing Federal Transit funds are not eligible for local or state purchase consideration.

5. TIE BIDS. If two or more bidders submit identical bids and are equally qualified, the City's decision to make award to one or more of such bidders shall be final.

6. ERRORS IN BID. Any ambiguity in any bid as a result of omission, error, lack of clarity or non-compliance by the bidder with specifications, instructions and all conditions of bidding shall be construed in the light most favorable to the City. Any changes that are made to this bid (white out, crossing out, etc.) before submission must be dated and initialed in all areas that a change was made.

7. CONTRACT AWARD. A written award in the form of a Purchase Order or other instrument shall result in a binding contract without further action by either party.

E. GENERAL CONTRACT PROVISIONS

1. INSURANCE/PERFORMANCE BOND. When required, current Certificate of Insurance and/or Performance Bond in the amounts specified shall be on file with the City before work can commence.

2. AVAILABILITY OF FUNDS. A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such commodities and/or service. The City's extended obligation on these contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriation for the following fiscal year.

3. CONTRACT ALTERATIONS. No alterations or variables in the terms of a contract shall be valid or binding upon the City unless authorized in writing by both parties.

4. SUBLETTING OF CONTRACT. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his/her contract or his/her right, title or interest therein, or his/her power to execute such contract, to any other person, firm or corporation, without the prior written consent of the City, but in no case shall such consent relieve the Contractor from his/her obligations, or change the terms of contract.

5. CONTRACT PERIOD. Contract shall remain in force for a full period specified and until all commodities and/or services ordered before date of termination shall have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

a. Extended upon written authorization of the City and accepted by contractor, to permit ordering or unordered balances or additional quantities at contract prices and in accordance with contract terms.

b. Extended upon written authorization of the City and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

c. Terminated due to default, as described below.

6. DEFAULT. The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. An award may then be made to next low bidder, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Contractor (or his/her surety) shall be liable to the City for cost to the City in excess of the defaulted contract price. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

7. DELIVERY FAILURES. Failure of a contractor to provide commodities and/or service within the time specified, unless extended in writing by the City, or failure to replace rejected commodities and/or service when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel or adjust the contract, whichever is in the best interest of the City. In either event, the City may purchase in the open market commodities and/or service of comparable worth to replace the articles of service rejected or not delivered. On all such purchases, the Contractor shall reimburse the City, within a reasonable time specified by the City, for any expense incurred in excess of contract prices, or the City may deduct such amount from monies owed the Contractor. If the contract is not cancelled, such purchases shall be deducted from contract quantities. The City reserves the right to accept commodities

and/or service delivered which do not meet specifications or are substandard in quality, subject to an adjustment in price to be determined by the City.

8. FORCE MAJEURE. The Contractor shall not be liable in damages for delivery failure when such failure is the result of fire, flood, strike, act of God, act of government, act of an alien enemy or any other circumstances which, in the City's opinion, is beyond the control of the Contractor. Under such circumstances, however, the City may at its discretion cancel the contract.

9. NEW GOODS. FRESH STOCK. All contracts, unless otherwise specified, shall produce new commodities, fresh stock, latest model, design or pack.

10. PROFESSIONAL WORKMANSHIP. Professional workmanship shall meet or exceed existing industry standards.

11. GUARANTEE. Unless otherwise specified, the Contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a minimum period of one (1) year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the City's opinion are due to faulty design, installation, workmanship, or materials, the Contractor, upon notification and at his/her expense, shall repair or adjust the equipment or parts to correct the condition or he/she shall replace the part or entire unit to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as shall be designated by the City as least detrimental to the operation of the City business.

Regardless of any statement to the contrary, the Contractor agrees that the implied warranty of merchantability and fitness for a specific purpose is not disclaimed.

12. INDEMNITY. The Contractor shall indemnify, defend and hold harmless the City of Iowa City and its officers, employees, and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fees and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury, including death, or property damage rising out of or resulting from the Contractor's operations under this Contract, whether such operations be by himself or herself or by any Subcontractor or by anyone directly or indirectly employed by either of them.

Contractor is not, and shall not be deemed to be, an agent or employee of the City of Iowa City.

Responsibility for Damage Claims - It is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and the prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

Contractor further agrees to:

a. Save the City its agents and employees harmless from liability of any nature or kind for the use of any copyright or non-copyright composition, secret process, patented or unpatented invention, article, apparatus or appliance including any device or article forming a part of the apparatus or appliance furnished or used in the performance of the contract of which the Contractor is not the patentee, assignee, licensee or owner.

b. Protect the City against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.

c. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, due to contractor's own work or to the work of other contractors, for which he/she or his/her workers are responsible.

d. Obtain all Permits and licenses required by City, state, and federal governments and pay all related fees. The Contractor shall also comply with all laws, ordinances, rules and regulations of the City, State of Iowa and the Federal Government.

13. OSHA REQUIREMENTS. All commodities and/or service shall satisfactorily comply with applicable OSHA regulations in effect at the time commodities are shipped and/or the service is performed. Material Safety Data Sheets (MSDS) are required in accordance with applicable regulations.

14. ANTI-DISCRIMINATION. Proposer shall not discriminate against any person in employment or public accommodation because of race, religion, color, creed, gender identity, sex, national origin, sexual orientation, mental or physical disability, marital status or age. "Employment" shall include but not be limited to hiring, accepting, registering, classifying, promoting, or referring to employment. "Public accommodation" shall include but not be limited to providing goods, services, facilities, privileges and advantages to the public.

F. DELIVERY PROVISIONS

1. CARTAGE. All items shall be delivered F.O.B. destination. Delivery costs and charges must be included in the bid unless otherwise stated in the specifications or proposal.

2. RESPONSIBILITY FOR COMMODITIES AND/OR SERVICE DELIVERED. The Contractor shall be responsible for any commodities and/or service covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk for rejected commodities and/or service after written notice of rejection. Rejected commodities and/or service shall be removed and/or replaced by and at the expense of the Contractor promptly after written notification of rejection, unless public health and safety require destruction or other disposal of rejected delivery.

Upon Contractor's failure to do so within thirty (30) calendar days after the date of notification, the City may return the rejected commodities to the Contractor and/or replace services at the Contractor's risk and expense, or the City may dispose of them as its own property.

3. INSPECTIONS. Final inspection of commodities and/or service shall be conclusive except as regards latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities and/or service shall be made within a reasonable time after delivery, but failure to inspect and accept or reject commodities and/or service shall not impose liability on the City if such commodities and/or service are not in accordance with the specifications. All delivered commodities shall be accepted subject to inspection and physical count.

4. TIME OF DELIVERY. Bidders shall guarantee delivery of supplies in accordance with such delivery schedule as may be provided in the specifications and proposals. Deliveries will be accepted between 8:30 a.m. and 3:30 p.m. on weekdays only. No deliveries shall be accepted on Saturdays, Sundays or holidays, unless otherwise authorized.

5. PACKING SLIPS OR DELIVERY TICKETS. All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

Purchase Order number.

Name and Address of Ordering Department/Division.

Name of the Contractor.

Commodity name.

Supplier's stock number.

Quantity ordered.

Quantity and date shipped.

Quantity back ordered.

Vendors are cautioned that failure to comply with these conditions may be considered sufficient reason for refusal to accept the commodities and/or for delay in payment.

G. PAYMENT PROVISIONS

1. PAYMENT TERMS. Payment may be made only after inspection and acceptance by the using department and, when required, approval by the City Council. No partial payments shall be made unless otherwise authorized by the City, or unless commodities were constructed, erected, installed or tested on site, in which case payment shall be made on the basis of a percentage of the value of all work performed less any previous payments. Payment of balances shall be made only after approval and final acceptance by the City.

2. WITHHOLDING PAYMENT. Consideration for withholding payment shall include faulty materials, equipment, or workmanship, back orders, and liens that have been filed, or evidence indicating a

possible filing of claims. In all cases, regulations and limitations imposed by the Federal Government and State of Iowa shall prevail.

3. INVOICING. Following acceptance, payment shall be made within thirty (30) calendar days from receipt of proper invoice. Invoice shall include bid number, purchase order number, department name, dollar amount, and any other pertinent information. Submit invoice in duplicate to:

Purchasing Division
City of Iowa City
City Hall - 410 E. Washington St.
Iowa City, Iowa 52240

4. TAXES. The City of Iowa City is exempt from all Federal, State of Iowa and other states' taxes on the purchase of commodities and services used by the City of Iowa City within the State of Iowa. The Purchasing Division shall provide tax exemption certification to out-of-state suppliers as required. Out-of-state taxes imposed on purchases of commodities and/or services which are used within another state are applicable and subject to payment.

Revised 12/09

SECTION V. REFERENCES

The vendor must provide three (3) references from agencies that have purchased the specified GEM 2000 Portable Gas Analyzer Instrument from the vendor. References must include the name of agency, name and title of contact person, phone number of contact, agency address, and the date of purchase. **The City of Iowa City will not be accepted as a reference.** The City reserves the right to contact references to assist in awarding the contract.

Note: All information listed below is required and must be completed.

Agency Name: _____

Agency Contact & Title: _____

Contact Phone Number: _____

Agency Address: _____

Date of Purchase: _____

Agency Name: _____

Agency Contact & Title: _____

Contact Phone Number: _____

Agency Address: _____

Date of Purchase: _____

Agency Name: _____

Agency Contact & Title: _____

Contact Phone Number: _____

Agency Address: _____

Date of Purchase: _____

SECTION VI. PRICE AND COMPANY INFORMATION SHEET

The pricing listed below must include all necessary fees to supply and deliver the GEM 2000 Portable Gas Analyzer (batteries included), extended maintenance, and accessories. Failure to include fees, including delivery fees, required to supply the equipment and services listed below will be the responsibility of the bidder.

Price of one (1) GEM 2000 Portable Gas Analyzer Instrument

\$ _____

Three (3) Year Maintenance Agreement for the GEM 2000 Portable Gas Analyzer Instrument
(upon expiration of the initial twelve (12) month warranty period)

\$ _____ per year

Accessories

AC Charger for GEM 2000 (GEM2000 BC)	\$ _____	each
Filter Absorber, 4 Pack (1-00000-5084)	\$ _____	each
Gas Pods (GP...H2S, CO...)	\$ _____	each
GEM Hose Kit (1-03001-0000)	\$ _____	each
Heavy Duty Water Trap Filter (1-00000-5084)	\$ _____	each
Particulate Filter Kit (1-22001-0000)	\$ _____	each
Quick Connect Kit, Male (1-22501-0000)	\$ _____	each
Regulator & Hose (2-03200-0000)	\$ _____	each
Soft Case (SCASE-2000)	\$ _____	each
Spare Parts Kit (1-04001-0000)	\$ _____	each
Temperature Probe (TP-2000)	\$ _____	each
USB Download Cable (2000-USB)	\$ _____	each
Water Trap Housing (3-00000-5035)	\$ _____	each
Window – Soft Case (1-02202-0000)	\$ _____	each

Warranty Information

Explain warranty coverage provided by your company for the initial twelve (12) month period. List all exclusions from coverage.

Explain warranty coverage provided by your company for the three (3) year warranty, once the twelve (12) month period has expired. List all exclusions from coverage.

EXCEPTIONS/ DEVIATIONS to this Request for Bid shall be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. **If your company has no exceptions/deviations, please write "No Exceptions" in the space below. If you state no exceptions, you may not add your company's terms and conditions or any other documents to your submitted proposal or any submittals after the bid due date.**

The undersigned bidder, having examined and determined the scope of this Request for Bid, hereby proposes to supply and deliver the proposed commodities and services as described in the bid documents at the prices set forth within.

The undersigned bidder states that this proposal is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's bid and the Request for Bid prepared by the City of Iowa City, the City's Request for Bid document shall prevail.

The undersigned bidder certifies that this bid is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Designated person(s) who can be contacted for information during the period of evaluation and for prompt contract administration upon award of the contract. Provide the following information:

Name: _____

Phone Number: _____

E-mail Address: _____

Authorized Signature

Name of Firm: _____

Address: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

Web Site: _____

Name of Representative: _____

Title of Representative: _____

Signature of Representative: _____

Date Signed: _____

Addenda Form

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____