



CITY OF ANN ARBOR WATER TREATMENT PLANT

919 Sunset Road
Ann Arbor, MI 48103
(734) 994-2840
(734) 994-0151 Fax

**CITY OF ANN ARBOR, ENVIRONMENTAL SERVICES LAB
INVITATION TO BID – ATOMIC ABSORPTION SPECTROMETER
BID #3828
DUE: January 10, 2007**

Rules for Bidding:

- **Bids must be received by the Procurement Office Ann Arbor City Hall, 5th Floor 100 N. Fifth Ave PO Box 8647 Ann Arbor, MI 48107, by Wednesday, January 10, 2007, 2:00 pm. in a sealed envelope, clearly labeled Bid # 3828 , Atomic Absorption Spectrometer. No e-mail bids will be accepted. Bids will be opened and publicly read immediately following this deadline date and time.**
- No bidder may withdraw its bid for 90 days following the date set for opening the bid.
- The City of Ann Arbor reserves the right to accept any bid, to reject any bid or all bids, to waive irregularities and/or informalities in any bid, and to make the award in any manner deemed in the best interest of the City.
- Specifications referred to herein are used to indicate the desired type, and/or construction, and/or operation. An alternate may be offered if deviations from specifications are minor and if all deviations are properly outlined on a separate sheet. Failure to outline all deviations may be grounds for rejection of your bid (see attached specifications).
- The decision of the City of Ann Arbor, acting through the Public Services Administrator, or her authorized representative, shall be final as to what constitutes acceptable deviations from specifications.
- The attached Human Rights Office Contract Compliance Form should accompany your bid as it must be a part of the lowest acceptable bid submittal. In the event that the Compliance Form does not accompany the bid, it must be completed within one day of bid opening.

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Bid Specifications:

GENERAL: The City of Ann Arbor Environmental Services Lab is soliciting bids for one (1) atomic absorption spectrometer with autosampler.

CONTACT PERSON: Questions concerning this bid should be directed to Donna McNeff, Lab Supervisor or Carmen Dumas, Environmental Lab Analyst, Ann Arbor Environmental Services Lab, at (734) 994-2840, Monday through Friday between 8:00am and 3:00pm.

BACKGROUND: The Ann Arbor Environmental Services Lab is EPA and State of Michigan certified for the analysis of drinking water. Additionally the lab is responsible for analyzing wastewater process samples from the Ann Arbor Wastewater Plant for NPDES permit compliance.

SECURITY: The Ann Arbor Water Treatment Plant is a secured facility. The successful bidder shall comply with all security requirements for outside contractors, including, but not limited to notification to plant staff of appointment time, name of person working on site, and signing in and out of the plant in the Visitor book located at the front reception desk. Installation and servicing of equipment shall occur during regular business hours 8:00am – 4:00pm Monday through Friday.

WARRANTY: The successful bidder shall provide a copy of their warranty agreement, which must include the following provisions:

1. That all parts, workmanship and labor shall be fully guaranteed against defects in performance or construction for at least one year from the date of installation and acceptance.
2. That any materials, parts, workmanship, labor or equipment which are found to be defective within the 1-year warranty period shall be repaired or removed at the contractor's expense regardless of any previous inspection or final acceptance by the City.
3. That any Warranty Work must be initiated by the Supplier within 48 hours following the Supplier's notification of the warranty claim or repair request.

In the event that, in the Opinion of the City, the failure of any parts, equipment, material, or workmanship, within the warranty period constitutes a failure to meet the requirements of the detailed specifications, or failure to perform satisfactorily in service, such failure shall be adequate cause for rejection of any or all equipment furnished under these listed specifications.

TERMINATION: The City of Ann Arbor reserves the right to terminate any award, with or without cause, without any liability upon ten (10) days notice from the Public Services Administrator or her authorized representative.

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BID PROCESS: The award will be to the lowest qualified and responsive bidder. The City of Ann Arbor reserves the right to accept any bid, reject any or all bids, to waive irregularities and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

If the cost of the subject bid exceeds \$10,000.00, a completed original of the City Human Rights form will be required to accompany the bid. If the subject bid exceeds \$25,000.00 City Council approval will be required before the bid will be deemed to be finally accepted. .

ASSIGNMENTS: The successful bidder agrees not to assign or transfer this contract or any part thereof without the written permission of the City of Ann Arbor, acting through the Public Services Administrator or her authorized representative. Any unauthorized assignment may subject the contract to immediate termination.

ERRORS, OMISSIONS AND DISCREPANCIES: Any errors, omissions or discrepancies in the specifications discovered by a prospective contractor shall be brought to the attention of **Donna McNeff, Laboratory Supervisor, Ann Arbor Environmental Services Lab at (734) 994-2840** as soon after discovery as possible. Further, the contractor shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

INSURANCE: The Supplier must carry, throughout the initial term of the contract and all subsequent periods of preventative maintenance, the following insurances, each of which shall identify the City of Ann Arbor, a municipal corporation and each of its Officers, Directors, councilpersons, employees and agents as additional insured under said policies:

- Commercial General Liability covering liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and contractual liability - \$5,000,000 each occurrence.
- Business Automobile Liability covering all owned vehicles - \$1,000,000 each occurrence, including all statutory coverages for all states of operation.
- Workers Compensation - statutory limits for all states of operation.
- Employers Liability - \$250,000 each employee for bodily injury by accident and \$250,000 each employee for bodily injury by disease.

Supplier shall provide they City with a certificate of insurance within 5 days of the date that the Supplier is identified as the successful bidder, evidencing compliance with the insurance requirements set forth above. The certificate(s) shall provide that the City will receive thirty (30) days' prior written notice from the insurer of any termination or material reduction in the amount or scope of coverage. Such certificates shall be in a form acceptable to, and underwritten by insurance company(ies) reasonably satisfactory to the City.

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INDEMNIFICATION

Supplier agrees to indemnify, defend and hold City (including its Officers, Directors, Councilpersons, employees and other representatives) harmless from and against any and all claims (including liabilities, law suits, demands, reasonable attorney's fees and other expenses), for damage to property or injuries (including death) to any person, arising out of (1) any negligent act or omission by Supplier, its agents, employees or subcontractors, (2) any claims or actions by Supplier's agents, employees or subcontractors, other than claims or actions arising from negligence by City, or (3) the failure of Supplier, its agents, employees or subcontractors, to comply with this Agreement, the Appendices, or any applicable federal, state or local law, statute, regulation, rule, ordinance, or government directive which may directly or indirectly regulate or affect the obligations of Supplier hereunder, except to the extent any failure may arise from any negligent act or omission of City.

REFERENCES: Please provide at minimum, three (3) references, preferably municipal government or environmental laboratories where your company has supplied an ion chromatograph. Failure to list references may result in disqualification.

SPECIFICATIONS:

The supplier must be in the business and have been in the business of manufacturing ion chromatographs for a total period of not less than five (5) years.

The successful bidder must submit the following items for inclusion with their proposal:

1. The atomic absorption spectrometer shall be compliant with approved EPA methods or Methods 3111 and 3113 (*Standard Methods for the Examination of Water and Wastewater*). The atomic absorption (AA) spectrometer shall be capable of producing data that meets acceptable quality control and quality assurance parameters and method detection limits (MDLs).
2. The AA spectrometer shall have the capability of running as a stand alone unit, including operational controls and print out of reports. The system shall use microprocessor-controlled digital signal processing. The controller shall provide program input and real time display of instrument status.
3. The unit shall be capable of running on the most recently published MS Windows based operating system and the system shall be capable of supporting the software. The computer may be either a desktop or laptop type, including a monitor. The software program shall be capable of operating the AA unit, analyze data and generate reports, including quality control data. The bid shall include the necessary software and connections to run on this PC.
4. The AA unit shall include a burner head for flame analysis and a graphite furnace for electrothermal analysis.
5. The bid shall include an autosampler unit that, at a minimum, can be used with the graphite furnace.

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6. The unit shall have easy access for maintenance procedures.
7. Operation shall be at 120V.
8. Diagnostics shall be included for diagnosis of operational problems.
9. All parts of the AA and autosampler must meet or exceed OSHA and MIOSHA standards at the time of purchase.
10. The successful bidder shall offer at a minimum, a 12-month warranty on the AA and autosampler.
11. The manufacturer for a minimum of ten (10) years must support parts, maintenance and repair on the AA and autosampler specified in this bid.
12. The bid shall include installation and start up assistance by a qualified company representative, including an on-site demonstration and training on the fully functioning unit. The minimum time shall be three working days. Installation and training shall be scheduled within 7 business days of the equipment delivery, unless the successful bidder and the City agree on a different time line.
13. All equipment must be tried and proven to work. No experimental equipment will be acceptable. Past performance and experience with equipment and supplier may be a factor in making an award.
14. The successful bidder shall guarantee delivery within four (4) weeks of bid award. If this delivery schedule cannot be met, please provide an alternate delivery schedule. The City of Ann Arbor reserves the right to reject bids which offer an unsatisfactory delivery schedule. Delivery shall be made to the following address:

Ann Arbor Water Treatment Plant
919 Sunset Road
Ann Arbor, MI 48103

The successful bidder shall arrange, in advance, a mutually satisfactory schedule with the City for delivery, installation and training of the atomic absorption spectrometer.

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1. **QUOTATION:** We hereby offer to furnish, deliver and install to operational status one (1) new atomic absorption spectrometer and compatible autosampler unit. F.O.B Destination, Freight Prepaid as specified above at:

\$ _____ US Dollars

MANUFACTURER:

AA MODEL #

AUTOSAMPLER MODEL #

Please attach any supporting documentation.

Provide invoice terms. Terms of less than 30 days will not be accepted.

The undersigned certifies that the above meets or exceeds all the specifications and that the equipment being provided is in new, unused condition.

The undersigned agrees that if the bid is accepted by the City of Ann Arbor within 90 days of the bid opening, a binding contract will be in effect for the delivery of the goods in accordance with the bid.

COMPANY

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

COMPANY REPRESENTATIVE _____

Signature

Print Name

Title

DATE SUBMITTED _____