

INVITATION TO BID

Bid Invitation Number: 135-2012

Date of Issue: 09/04/2012

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **09/18/2012**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

Division of Central Purchasing
200 East Main Street, Rm 338
Lexington, KY 40507, (859) 258-3320

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

All bids must have the company name and address, bid invitation number, and the commodity/service on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: see specifications

Bid Security Required: Yes No Performance Bond Required: Yes No
Cashier Check, Certified Check, Bid Bond (Personal checks and company checks will not be acceptable).

Commodity/Service
Automated Water Quality Testing Titrator System
See specifications.

<p style="text-align: center;">Check One:</p> <p><input checked="" type="checkbox"/> Bid Specifications Met</p> <p><input type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>	<p style="text-align: center;">Proposed Delivery:</p> <p style="text-align: center;"><u>30</u> days after acceptance of bid.</p>
<p style="text-align: center;">Procurement Card Usage</p> <p><input checked="" type="checkbox"/> Yes The Lexington-Fayette Urban County Government will be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards?</p> <p><input type="checkbox"/> No</p>	

Submitted by: Metrohm USA, Inc
Firm 6555 Pelican Creek Circle
Address Riverview, FL 33578
City, State & Zip

Bid must be signed:
(original signature)

[Signature] V.P.
Signature of Authorized Company Representative - Title
EV BOSQUE
Representative's Name (Typed or printed)
816-638-7646 813-316-4900
Area Code - Phone - Extension Fax #
Cmaness@metrohmusa.com
E-Mail Address

AFFIDAVIT

Comes the Affiant, Ev Bosque, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Ev Bosque and he/she is the individual submitting the bid or is the authorized representative of Metrohm USA, Inc.

the entity submitting the bid (hereinafter referred to as "Bidder").

2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.

3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.

4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.

5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.

6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

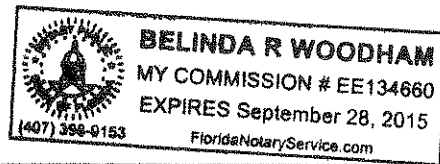
STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was subscribed, sworn to and acknowledged before me

by Belinda R. Woodham on this the 12 day of September, 2012.

My Commission expires: 9/28/2015



NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes No

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.
- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:

“Bid on #135-2012 Automated Water Quality Testing Titrator System”

and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.

- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.

- L. A certified check or Bid Bond in the amount of N/A percent of the bid price must be attached hereto. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded. *
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*

- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of

Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

EQUAL OPPORTUNITY AGREEMENT

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:

The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, Vietnam veterans, handicapped and aged persons.

Janey Clark
Signature

Metrohm USA, Inc.
Name of Business

**RISK MANAGEMENT PROVISIONS
INSURANCE AND INDEMNIFICATION**

Bid #135-2012 – Automated Water Quality Testing Titrator System

INDEMNIFICATION AND HOLD HARMLESS PROVISION

- (1) It is understood and agreed by the parties that Vendor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Vendor or its employees, agents, servants, owners, principals, licensees, assigns or subcontractors of any tier (hereinafter "Vendor") under or in connection with this agreement and/or the provision of goods or services and the performance or failure to perform any work required thereby.
- (2) Vendor shall indemnify, save, hold harmless and defend the Lexington-Fayette Urban County Government and its elected and appointed officials, employees, agents, volunteers, and successors in interest (hereinafter "LFUCG") from and against all liability, damages, and losses, including but not limited to, demands, claims, obligations, causes of action, judgments, penalties, fines, liens, costs, expenses, interest, defense costs and reasonable attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, from or by Vendor's performance or breach of the agreement and/or the provision of goods or services provided that: (a) it is attributable to personal injury, bodily injury, sickness, or death, or to injury to or destruction of property (including the loss of use resulting therefrom), or to or from the negligent acts, errors or omissions or willful misconduct of the Vendor; and (b) not caused solely by the active negligence or willful misconduct of LFUCG.
- (3) In the event LFUCG is alleged to be liable based upon the above, Vendor shall defend such allegations and shall bear all costs, fees and expenses of such defense, including but not limited to, all reasonable attorneys' fees and expenses, court costs, and expert witness fees and expenses, using attorneys approved in writing by LFUCG, which approval shall not be unreasonably withheld.
- (4) These provisions shall in no way be limited by any financial responsibility or insurance requirements, and shall survive the termination of this agreement.

FINANCIAL RESPONSIBILITY

Vendor understands and agrees that it shall, prior to final acceptance of its bid and the commencement of any work, demonstrate the ability to assure compliance with the above Indemnity provisions and these other risk management provisions.

INSURANCE REQUIREMENTS

YOUR ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW, AND YOU MAY NEED TO CONFER WITH YOUR INSURANCE AGENTS, BROKERS, OR CARRIERS TO DETERMINE IN ADVANCE OF SUBMISSION OF A RESPONSE THE AVAILABILITY OF THE INSURANCE COVERAGES AND ENDORSEMENTS REQUIRED HEREIN. IF YOU FAIL TO COMPLY WITH THE INSURANCE REQUIREMENTS BELOW, YOU MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

Required Insurance Coverage

Vendor shall procure and maintain for the duration of this contract the following or equivalent insurance policies at no less than the limits shown below and cause its subcontractors to maintain similar insurance with limits acceptable to LFUCG in order to protect LFUCG against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or provision of goods hereunder by Vendor. The cost of such insurance shall be included in any bid:

<u>Coverage</u>	<u>Limits</u>
General Liability (Insurance Services Office Form CG 00 01)	\$1 million per occurrence, \$2 million aggregate or \$2 million combined single limit
Commercial Automobile Liability (Insurance Services Office Form CA 0001)	combined single, \$1 million per occurrence
Worker's Compensation	Statutory
Employer's Liability	\$500,000.00

The policies above shall contain the following conditions:

- a. All Certificates of Insurance forms used by the insurance carrier shall be properly filed and approved by the Department of Insurance for the Commonwealth of Kentucky. LFUCG shall be named as an additional insured in the General Liability Policy and Commercial Automobile Liability Policy using the Kentucky DOI approved forms.
- b. The General Liability Policy shall be primary to any insurance or self-insurance retained by LFUCG.
- c. The General Liability Policy shall include a Products Liability endorsement unless it is deemed not to apply by LFUCG.
- d. LFUCG shall be provided at least 30 days advance written notice via certified mail, return receipt requested, in the event any of the required policies are canceled or non-renewed.
- e. Said coverage shall be written by insurers acceptable to LFUCG and shall be in a form acceptable to LFUCG. Insurance placed with insurers with a rating classification of no less than Excellent (A or A-) and a financial size category of no less than VIII, as defined by the most current Best's Key Rating Guide shall be deemed automatically acceptable.

Renewals

After insurance has been approved by LFUCG, evidence of renewal of an expiring policy must be submitted to LFUCG, and may be submitted on a manually signed renewal endorsement form. If the policy or carrier has changed, however, new evidence of coverage must be submitted in accordance with these Insurance Requirements.

Deductibles and Self-Insured Programs

IF YOU INTEND TO SUBMIT A SELF-INSURANCE PLAN IT MUST BE FORWARDED TO LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, DIVISION OF RISK MANAGEMENT, 200 EAST MAIN STREET, LEXINGTON, KENTUCKY 40507 NO LATER THAN A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE RESPONSE DATE. Self-insurance programs, deductibles, and self-insured retentions in insurance policies are subject to separate

approval by Lexington-Fayette Urban County Government's Division of Risk Management, upon review of evidence of Vendor's financial capacity to respond to claims. Any such programs or retentions must provide LFUCG with at least the same protection from liability and defense of suits as would be afforded by first-dollar insurance coverage. If Vendor satisfies any portion of the insurance requirements through deductibles, self-insurance programs, or self-insured retentions, Vendor agrees to provide Lexington-Fayette Urban County Government, Division of Risk Management, the following data prior to the final acceptance of bid and the commencement of any work:

- a. Latest audited financial statement, including auditor's notes.
- b. Any records of any self-insured trust fund plan or policy and related accounting statements.
- c. Actuarial funding reports or retained losses.
- d. Risk Management Manual or a description of the self-insurance and risk management program.
- e. A claim loss run summary for the previous five (5) years.
- f. Self-Insured Associations will be considered.

Verification of Coverage

Vendor agrees to furnish LFUCG with all applicable Certificates of Insurance signed by a person authorized by the insurer to bind coverage on its behalf prior to final award, and if requested, shall provide LFUCG copies of all insurance policies, including all endorsements.

Right to Review, Audit and Inspect

Vendor understands and agrees that LFUCG may review, audit and inspect any and all of its records and operations to insure compliance with these Insurance Requirements.

DEFAULT

Vendor understands and agrees that the failure to comply with any of these insurance, safety, or loss control provisions shall constitute default and that LFUCG may elect at its option any single remedy or penalty or any combination of remedies and penalties, as available, including but not limited to purchasing insurance and charging Vendor for any such insurance premiums purchased, or suspending or terminating the work.

00360245

Bid Specifications
FOR
Automated Water Quality Testing Titrator System for Town Branch Laboratory

GENERAL

1. The successful Bidder will furnish all equipment, labor, training, materials and related services required to install specified **Automated Water Quality Testing Titrator System with a sample changer** for testing total alkalinity and total hardness in water and wastewater samples in the Town Branch Laboratory located at the Town Branch Wastewater Treatment Plant which is owned and operated by the Lexington Fayette Urban County Government Division of Water Quality.
2. It is the intent of the Division of Water Quality to purchase one (1), as specified herein, **Automated Water Quality Testing Titrator System with sample changer** during the current Fiscal Year (FY 2013)
3. All work activities must be coordinated with Town Branch Laboratory Supervisor:
Dr. David J. Price, Ph.D.
4. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception.

SCOPE OF SUPPLY

1. Furnish and install new Automated Water Quality Testing Titrator System with sample changer complete with all necessary reagents, sample vessels, data cables, tubing and/or other accessories necessary for a complete operational unit as specified.
2. Equipment manufacturer technician and/or authorized agent to install, test and calibrate system in Town Branch Laboratory
3. Equipment manufacturer technician and/or authorized agent to provide training for Town Branch Laboratory personnel as specified herein
4. Provide minimum one (1) year full coverage warranty as specified
5. Provide optional Preventative Maintenance Plan(s) to become affective after expiration of initial minimum one (1) year full coverage new equipment warranty

GENERAL REQUIREMENTS

1. The Automated Water Quality Testing Titrator System with sample changer specified shall be the TitroLine® 7000 or equal

Mettrohm 855 enviro package.
Higher quality instrument and capability.

Specification Compliant	
Yes	No
X	

2. The "Titrator System" must be upgradeable for additional methods including but not limited to:

- a. Fluoride
- b. Chemical Oxygen Demand (COD)
- c. Chlorine and Chloride

Specification Compliant	
Yes	No
X	

3. The "Titrator System" and sample changer must include operational software, preference is for stand-alone operation (no external computer required)

900 Touch Control

Specification Compliant	
Yes	No
X	

4. "Sample changer" must be capable of processing a total of 20 or more samples per tray

Sample changer has 34 x 150 ml positions.

Specification Compliant	
Yes	No
X	

5. Minimum one (1) year full coverage warranty to include all travel, labor and parts

Out of box 3 year warranty.

Specification Compliant	
Yes	No
X	

DETAILED REQUIREMENTS

1. Automated Titrator Specifications

A. Requirements:

1. Testing procedures must comply with U.S. EPA and/or Standard Methods procedures and requirements

Specification Compliant	
Yes	No
X	

2. Ability to measure pH with a resolution of 0.1 SU and calibrated with a minimum of 3 pH standards (i.e. pH 4.00, 7.00, and 10.00 SU)

Specification Compliant	
Yes	No
X	

3. Measurement of total alkalinity by titration (Minimum SD ± 1 mg/l CaCO₃)

Specification Compliant	
Yes	No
X	

4. Measurement of total hardness by titration (Minimum SD ± 1 mg/l CaCO₃)

Specification Compliant	
Yes	No
X	

5. Ability to measure Ca and Mg hardness

Specification Compliant	
Yes	No
X	

B. Upgradeable for additional methods including:

1. Fluoride
2. Chemical Oxygen Demand (COD)
3. Chlorine and chloride

Specification Compliant	
Yes	No
X	

C. Electrode Rinsing:

1. Spray rinsing method
2. Control over number of rinsing and duration of rinsing time
also, an aspiration pump to remove waste.

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	

D. Electrodes:

1. Low maintenance electrodes
2. Automatic electrode/method recognition

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	

E. Operational Software

1. Stand-alone operation (no external computer required) preferred
2. Easily viewable screen at different angles and lighting conditions
3. Easy to understand, menu driven controls

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	

easy to use, state of the art touch control.

2. Sample Changer Specifications

A. Requirements:

1. 100 mL capacity for sample vessels or beakers *(150 ml)*
2. Total of 20 or more samples per tray *(34 samples)*
3. Not restricted to brand-specific sample vessels or containers ✓
4. Automatic tray recognition ✓
5. Automatic missing sample recognition ✓

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	

B. Operational Software:

1. Stand-alone operation (no external computer required) preferred
2. Easily viewable screen at different angles and lighting conditions
3. Easy to understand, menu driven controls

Specification Compliant	
Yes	No
X	

C. Sample Mixing:

1. Rod stirring preferred
2. Ability to handle viscous samples

Specification Compliant	
Yes	No
X	

3. Software for PC Controlled System

A. Requirements for LFUCG Provided Computer

1. Intel Pentium 4, 1 GHz
2. Windows XP compatible
3. 1 GB RAM
4. USB interfaces

Specification Compliant	
Yes	No
X	

B. Software

1. Menu driven, easy to understand software
2. Easily upgradeable
3. Levels of security depending on user (i.e. supervisor – full access; tech – restrictive access)

Specification Compliant	
Yes	No
X	

4. Installation and Training

A. Equipment manufacturer representative and/or authorized agent to install, test and calibrate system in Town Branch Laboratory

Specification Compliant	
Yes	No
X	

B. Training of laboratory personnel to be included in proposal:

1. Training of 5 laboratory technicians and 1 supervisor
2. On-site, hands-on training with delivered system
3. Training to include troubleshooting section

Specification Compliant	
Yes	No
X	

C. Minimum one (1) year full coverage warranty to include all travel, labor and parts

3 year out of box warranty

Specification Compliant	
Yes	No
X	

5. Preventative Maintenance Plan

A. Bidder(s) must submit options for future preventative maintenance plans to become effective after new original equipment warranty coverage expires

*metromm offer PM and Total Care packages.
metromm has inhouse service professionals. (no outsourcing)*

Specification Compliant	
Yes	No
X	

B. The Preventative Maintenance Plan should include:

1. Priority, on-site repair services ✓ *Total Care*
2. A minimum of one (1) preventative maintenance visit per year to include travel, labor and parts ✓
3. System calibration during preventative maintenance visit ✓
4. Free firmware/software updates ✓
5. Free technical support ✓

Specification Compliant	
Yes	No
X	

SUBMITTALS

1. Copy of the manufacturer's equipment warranty detailing the duration of the warranty and all limitations of the warranty.

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

2. A copy of this specification with each paragraph check marked to show specification compliance or marked to show deviations. All exceptions must be clearly noted and detailed. The LFUCG reserves the right to disallow any bid due to exception

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

3. All equipment and materials shall be new and shall be specially designed or selected for the function and service specified.

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

4. Operation and Maintenance Manuals: Prior to delivery of equipment and up-dated as required during the installation of the equipment, the Manufacturer shall furnish complete and detailed installation, operation, and maintenance manuals, minimum of one (1) hard copy per unit, which shall include the following information as a minimum requirement:

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

a. Name, address, and phone number of nearest competent service organization who can supply parts and service. If this is not the Manufacturer's own service department, then furnish the letters confirming that the named organization has been factory authorized to represent the manufacturer of the equipment furnished.

b. Installation, operation, and maintenance brochures.

c. All required operating instructions.

d. All required maintenance instructions including schedules of routine maintenance.

5. Submit documentation for optional future preventive maintenance plans

Specification Compliant	
Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Please write in the total price for complete system below.

Automated Water Quality Testing Titrator System	Description	Total Price
Automated Water Quality Testing Titrator System with sample changer (TitroLine® 7000 or equal)	<ul style="list-style-type: none"> Automated Testing Titrator System as specified; including electrode, software, data cables, reagents and/or other accessories as required Sample changer as specified; including sample tray with a minimum of 20 sample vessels and associated software Minimum one (1) year full coverage warranty as specified 	<p>\$32,827.50</p> <p>Estimated Shipping \$250.00</p> <hr/> <p>Total \$33,077.50</p> <p>auto titrator 3V X 150 ml rack electrodes pump, dosing 3 yr warranty</p>

SPECIAL INSTRUCTIONS TO BIDDER:

- For bidding questions contact Betty Landrum, Division of Central Purchasing, @ 859.258.3329.



6555 Pelican Creek Circle, Riverview, FL 33578
 Phone: 866-METROHM (638-7646)
 Fax: (813) 316-4900
 Email: customersupport@metrohmusa.com

Quotation No. / Date
 QT-14825/5 / 9/13/2012

Items	Description	Quantity	Unit Price	Total
System KITTI855ENV1	ENV PKG pH - Alk Complete system includes Aspiration pump, AQUATRODE+ W/PT1000 electrode, Dosino Technology, as well as all additional components.	1	\$29,500.00 Discount: \$2,950.00 Total: \$26,550.00	\$26,550.00
29000010	900 Touch Control - 2.900.0010 The Metrohm 900 Touch Control features high resolution, full color touch screen, USB, Ethernet and MSB connectivity. Connects to office network for easy connection to tiBase, network printing and PDF export capability. Use with ALL Titrandos, pH and Conductivity modules, and 814,815 & 855 Sample Processors.	1	\$3,900.00 Discount: \$390.00 Total: \$3,510.00	\$3,510.00
62041810	RACK 34X150ML 6.2041.810	1	\$1,819.00 Discount: \$181.90 Total: \$1,637.10	\$1,637.10
SNGTI11941	TALL FORM BEAKER-150mL, PK-10 Glass Beaker for simple cleaning and reuse. Any sample cup can be used on the rack.	4	\$139.00 Discount: \$13.90 Total: \$125.10	\$500.40
60510100	Combination Polymer Membrane Ca2+ ISE 6.0510.100 Combination polymer membrane Ion Selective Electrode from Metrohm. Comes prefilled with 1M NH4NO3 Electrolyte. Electrode for Hardness testing Estimated Shipping cost of \$250.00. Installation and Training Included by a certified Metrohm employee.	1	\$700.00 Discount: \$70.00 Total: \$630.00	\$630.00
System subtotal (USD):				\$32,827.50
Discount Applied (USD):				\$3,647.50
Total amount (USD):				\$32,827.50



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Metrohm USA offers a 3 year warranty on all new Metrohm Instruments. For complete details, please see our warranty statement.



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General Terms and Conditions

Pricing. The above prices and terms are valid for final destination as defined by this quotation. This quotation expires 30 days after date of issue, unless otherwise specified on the first page of this document. Shipments are F.O.B. point of shipment and all title to the equipment and risk of loss and injury shall pass to the buyer upon the transfer of the Equipment to the freight carrier.

Credit Terms. Unless otherwise agreed to in writing, all customer payment terms will be set at Net 30 days after the date of invoice, subject to credit approval. METROHM USA, INC. may require customer to provide a signed credit application prior to establishing payment terms. In some circumstances, partial or upfront payment in advance of purchase maybe necessary, as dictated by customer credit. Please see invoice document for payment remittance information.

Collections Activity. Purchaser may be required to pay interest on any amounts past due at the rate of one (1%) percent per month or as allowable by applicable law, whichever is greater. METROHM USA, INC. reserves and retains a security interest in the Equipment shipped to customer, until all amounts due have been paid in full. In the event of account non-payment, placement with a collections agency, or other action necessary to collect on a past due balance, the Buyer agrees to reimburse collection costs, legal fees, and court cost incurred by METROHM USA, INC. in connection therewith.

Taxes. METROHM USA, INC. standard prices do not include applicable sales, services, use, or similar taxes. The amount of any such tax which METROHM USA, INC. may be required to pay or collect will be added to the invoice and paid by the Buyer unless the Buyer has furnished a valid tax exemption certificate acceptable to the taxing jurisdiction prior to shipment. If an exemption certificate provided to METROHM USA, INC. by Buyer is subsequently, through no fault of METROHM USA, INC., determined to be invalid, METROHM USA, INC. will attempt to acquire an exemption certificate, notarized affidavit of exempt use or other necessary documentation from Buyer. Failure to furnish a valid exemption certificate, notarized affidavit or other necessary documentation in a timely manner, the previously unpaid sales, use or similar excise tax will be billed to and paid by the Buyer.

Product Returns. Items returned for customer convenience (and not for product or part failure or warranty issues) will be subject to a 20% restocking fee (\$100 minimum). Customers must contact METROHM USA, INC. customer support (via customersupport@METROHMUSA.com) for a Return Authorization Number (RA#) within 14 days of shipment from METROHM USA, INC. to be eligible for return credit. Customers must return items within 10 days of receiving RA #. Item must be in new and unused condition, packed in original packaging and container, and include all manuals, peripherals and accessories.

Warranties. The equipment listed in this quotation is warranted to be free from defects in workmanship and materials for a limited time period, starting from the date of shipment to the original Customer, provided that the Equipment has been maintained and operated in strict conformity with the Operating Instructions. See our website for more details and to see our industry leading Warranty Statement. (www.metrohmusa.com/Support/Warranty.html)

DISCLAIMERS. THE EXPRESS WARRANTIES IN THIS LIMITED WARRANTY STATEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE PRODUCTS PURCHASED FROM

METROHM USA, INC. METROHM USA, INC. EXPRESSLY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. WITHOUT LIMITING THE FOREGOING, METROHM USA, INC. DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR INSTRUMENTS COMPRISING THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

Limitation of Liability. In no event shall METROHM USA, INC. be liable for indirect, incidental, exemplary, or consequential damages, or for loss of profits or loss of use arising from or related to any of the products or services from METROHM USA, INC. In no event shall any liability of METROHM USA, INC. arising in connection with any article sold hereunder (whether such liability arises from a claim based on contract, warranty, tort, indemnity, or otherwise) exceed the actual amount paid by BUYER to METROHM USA, INC. for such article. The remedies provided herein are BUYER'S sole and exclusive remedies, and METROHM USA, INC. shall not be liable for any other claim or damages of any kind related to the products or services.

Intellectual Property. The Sale of equipment to Buyer will in no way transfer to Buyer any right of ownership in any patents, copyrights, trademarks, technologies, designs, specifications, drawings or other intellectual property incorporated into the equipment. **Indemnification.** Buyer agrees to indemnify, defend and hold harmless METROHM USA, INC. and its directors, officers, employees, agents, successors and assigns (separately and collectively, the "Indemnitee") from and against any and all third-party liabilities, claims, demands, losses, damages, costs and expenses (including reasonable attorneys' fees) which may be assessed against or incurred by Indemnitee relating to or arising out of (a) any negligence, grossly negligent or intentional misconduct or omission of Buyer or its directors, officers, employees, agents, successors and assigns in connection with the provision or use of Equipment, except to the extent cause by the negligent, grossly negligent or intentional misconduct or omission of Indemnitee; or (b) any material breach of this quotation.

Buyers Delegation. The Buyer may not assign or delegate any of its rights or obligations under any quotation without the prior written consent of METROHM USA, INC. Any attempted assignment or delegation in violation of this paragraph shall be null and void.

Parties Bound. This quotation shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this quotation.

Miscellaneous. The rights and obligations of the parties and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of Florida, and the federal laws of the United States applicable therein, excluding their conflicts of law principles. In the event that any of the provisions of this quotation shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this quotation shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties intent in agreeing to be bound by this quotation.

Preventative Maintenance from Metrohm

Metrohm offers Total Care products for all Metrohm products. Customers receive priority on service visits as well as technical assistance, application assistance, and discounts on all consumables. Customers receive one preventative maintenance visit per year including travel, labor, and parts.

The Metrohm service professional will calibrate the instrument and perform any firmware or software updates.

All Metrohm products are serviced by a local Metrohm Professional with no third party interference.

All Metrohm customers are updated prior to the end of service dates for continued service of instruments.



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Fax: (813) 316-4900
Email: customersupport@metrohmusa.com

Quote Issued for:
Lexington Fayette Urban County Government
301 Lisle Industrial Avenue

Lexington, KY 40511-2061

Attn: David Price
Phone: (859) 425-2415
Email: dprice@lexingtonky.gov

Quotation No. / Date
QT-14825/5 / 9/13/2012

Prices Valid Through: 9/13/2012 - 9/28/2012

Please reference this Quotation when ordering.

Payment terms: Net 30 Days from Date of Invoice
Terms subject to credit verification.

Shipping terms: FOB Riverview, FL 33578

Thank you for considering Metrohm USA products and services. I am pleased to send you this quotation for your item(s) of interest. When you are ready to place your order, please include this quotation number on your purchase order and fax/email it to our Customer Support Department.

If you have any questions or would like to amend this document, please feel free to contact us.

Sincerely,

James Marshall
866-METROHM (866-638-7646) Ext. 2320
jmarshall@metrohmusa.com