

CONTRACT FOR SUPPLY

CONTRACT NO. 12-53-435



**TOXICOLOGY CONSUMABLE SUPPLIES
FOR
COOK COUNTY OFFICE OF THE MEDICAL EXAMINER**

WITH: AGILENT TECHNOLOGIES, INC.

**BOARD OF COMMISSIONERS
COUNTY OF COOK
TONI PRECKWINKLE, PRESIDENT**

**ISSUED BY THE
OFFICE OF THE CHIEF PROCUREMENT OFFICER**

96724

02-08-13P03

CONTRACT FOR SERVICE
PART I
AGREEMENT

THIS CONTRACT made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, herein after the "County" and Agilent Technologies, Inc., herein after the "Contractor".

WHEREAS, the County is responsible for procuring goods for the Medical Examiner's Office of Cook County, herein after the "Using Department", which provides services to the residents of Cook County, Illinois;

WHEREAS, the Using Department requires specific **TOXICOLOGY CONSUMABLE SUPPLIES**;

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Goods" as may be required by the County, upon the terms and conditions hereinafter provided and in consideration for the fees as set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. CONTRACT SERVICES

The Contractor agrees to provide the following Contract Supplies:

AS SET FORTH IN EXHIBIT "A"

II. CONTRACT PERIOD

This Contract shall be a one-time contract, effective after proper execution of the contract documents by the County.

III. PAYMENT

In no case shall charges exceed the amount of \$34,944.43. Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Using Department when requesting payment. The County shall have the right to examine the non-proprietary records, as defined in GC-33, of the Contractor for the purpose of auditing the same with reference to all charges made to the County.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

IV. GENERAL CONDITIONS

This Contract incorporates and is subject to the provisions attached hereto as Part II, General Conditions, and is incorporated herein by this reference.

V. ATTACHMENTS

This Contract incorporates the following Contractor Documentation:

1. EXHIBIT "A" – Vendor's Proposal

Notwithstanding such incorporation, none of the terms set forth in any Exhibit which conflict with the express terms of this Contract or its General Conditions shall be deemed or construed to supersede the terms of this Contract or its General Conditions.

**GENERAL CONDITIONS
SUPPLY/SERVICE**

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SUPPLY/SERVICE**

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GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the any and all subcontractors it intends to use in the performance of the Contract. The Chief Procurement Officer shall have the right to disapprove any subcontractor. Identification of subcontractors to the Chief Procurement Officer shall be in addition to any communications with County offices other than the Chief Procurement Officer. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE REQUIREMENTS

- 1) The Contractor shall require all policies of insurance that are in any way related to the work and are secured and maintained by Contractor and all tiers of subcontractors to include clauses providing that each underwriter shall waive all of its rights of recovery, under subrogation or otherwise, against Cook County, Board of Commissioners and employees of the County.
- 2) ~~The Contractor shall waive all rights of recovery against Cook County, Board of Commissioners, employees of the County and other Contractors and subcontractors which Contractor may have or acquired because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the work and that are secured and maintained by Contractor.~~
- 3) The Contractor shall require all tiers of subcontractors to waive the rights of recovery against Cook County and all tiers of subcontractors.

Insurance Requirements of the Contractor

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract. The insurance purchased and maintained by the Contractor shall be primary and not excess or pro rata to any other insurance issued to the County.

The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

The limits of liability shall be as stated below, unless, prior to the effective date of this Contract, written approval is granted by the Cook County Department of Risk Management for variance from those limits.

1. Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

- 1) Employers' Liability coverage with a limit of
\$500,000 each Accident
\$500,000 each Employee
\$500,000 Policy Limit for Disease
- 2) Broad form all states coverage

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(b) **Commercial General Liability Insurance**

- 1) The Commercial General Liability shall be on an occurrence form basis to cover bodily injury and property damage including loss of use.

General Liability limits shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit for bodily injury and property damage. The General Liability policy shall include, without limitation the following coverages:

- (a) All premises and operations;
- (b) Broad Form Blanket Contractual Liability;
- (c) Products/Completed Operations;
- (d) Broad Form Property Damage Liability;
- (e) Cross Liability.

(c) **Comprehensive Automobile Liability Insurance**

Comprehensive Automobile Liability to cover all owned, non-owned and hired automobiles, trucks and trailers. The Comprehensive Automobile Liability limits shall not be less than the following:

- 1) Liability - All Autos: Bodily Injury & Property Damage - \$1,000,000 per Occurrence
- 2) Uninsured/Motorists: Per Illinois Requirements

(d) **Umbrella/Excess Liability Insurance**

In addition to the coverages and limits specified above, Contractor and Sub-Contractors of any tier shall secure and maintain a limit of liability no less than:

- 1) \$2,000,000 each occurrence for all liability
- 2) \$2,000,000 in the aggregate per policy year separately with respect to products and completed operations

2. Additional requirements

(a) **Additional Insured**

Cook County, its officials, employees and agents shall be named as additional insureds under the Commercial General Liability policy.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon written consent of the Cook County Department of Risk Management.

GC-03 INSURANCE REQUIREMENTS (CON'T.)

(c) **Insurance Notices**

All policies of insurance which may be required under terms of this Contract shall be endorsed to provide that the insurance company shall notify the Cook County Office of the Chief Procurement Officer, 118 North Clark Street, Room 1018, Chicago, Illinois 60602 at least 30 days prior to the effective date of any cancellation or modification of such policies. Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the County certificates of insurance maintained by Contractor.

In no event shall any failure of the County to receive Certificates of Insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Chief Procurement Officer and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-08 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

A material breach of the contract by the Contractor includes but is not limited to the following:

1. Failure to begin performance under this Contract within the specified time;
2. Failure to perform under this Contract with sufficient personnel, equipment, or materials to ensure completion of said performance within the specified time or failure to assign qualified personnel to ensure completion within the specified time;
3. Performance of this contract in an unsatisfactory manner;
4. Refusal to perform services deemed to be defective or unsuitable;
5. Discontinuance of performance of Contractor's obligations under the Contract or the impairment or the reasonable progress of performance;
6. Becoming insolvent, being declared bankrupt or committing any act of bankruptcy or insolvency;
7. Any assignment of this contract for the benefit of creditors;
8. Any cause whatsoever which impairs performance in an acceptable manner; or
9. Any other material breach of any term or condition of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-16 MODIFICATIONS AND AMENDMENTS

The Chief Procurement Officer shall have the authority to execute amendments to contracts in an amount less than \$150,000.00, provided that any such amendment does not extend the Contract by more than one (1) year. However, Board approval shall be required for any procurement of the same or similar supplies, goods, equipment or services which would result in the aggregate amount of such procurements from the same Contractor by the same Using Department is equal to or exceeds \$150,000.00. The "amount" of a Contract shall mean the maximum amount payable under such Contract.

No person has the power or authority to approve, authorize or execute an amendment to the Contract in the amount of \$150,000.00 or more without approval of the County Board

No County department or employee thereof has authority to make any modifications or amendments to this Contract. Any modifications or amendments to this Contract made without the express written approval of the Board, or where applicable, the Chief Procurement Officer is void and unenforceable.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in the County contracts and to eliminate arbitrary barriers for participation, as both prime and subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-Owned Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority-and-Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a "best efforts" goal of awarding not less than thirty-five percent (35%) of the annual total dollar amount of professional, consulting service and sole source contracts and agreements to certified MBEs and WBEs.
- B. A Proposer may achieve the MBE/WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs or WBEs; by entering into a Mentor-Protégé Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the Proposer's business; or by a combination of the foregoing.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

- C. A Waiver Request must be submitted with the Proposal, documenting the inability of the Proposer to meet the goals, and providing written evidence of "Good Faith Efforts," to obtain goals.
- D. A Proposer's failure to carry out its MBE/WBE commitments in the course of performance on a contract shall constitute a material breach of the contract, and if such breach is not appropriately cured, may result in the termination of the contract or such other remedies authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance, a Proposer shall submit Items A, B and C listed below. All documentation submitted shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required shall be cause to consider a contract non-responsive to the Ordinance goals and may be rejected.

A. **MBE/WBE Participation Documentation**

Each Proposer shall submit supporting documentation which evidences efforts taken to achieve the County's "best efforts" MBE/WBE participation goals. Such documentation shall include:

1. A **Utilization Plan** identifying all firms intended to be utilized to fulfill the goals; the MBE/WBE status of each firm; the name, address, e-mail address and telephone number of the contact person for each MBE/WBE firm; the dollar value of the goods and services to be provided by the MBE/WBE firm; and the dollar value expressed as a percentage (%) of the total value of the purposed contract. (See Section I)
2. A **Letter of Intent** for each MBE/WBE containing specific information regarding goods to be provided or services to be performed by the MBE/WBE; the dollar value of the goods or services, the percentage (%) of the dollar value; and the original signatures of the appropriate officer for both the Proposer and the MBE/WBE. (See Exhibit II)
3. Current **Letter of Certification** for each MBE/WBE firm. Acceptable certifying agencies are: Cook County, Illinois Unified Certification Program (IUCP) and U. S. Small Business Administration. (SBA) (8A) or any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County of Cook may also be accepted.
4. **Waiver/Goal Reduction Petition** must be included at the time of the submission of the Proposal document. Where the Proposer does not include all documentation in support of the Petition at the time of submission, such documentation must be submitted to the Office of Contract Compliance not less than three (3) business days after the submission date.

MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE on the ground that it does not meet the County's definition of a MBE or WBE.

B. Use of MBE/WBE Professionals

Each Proposer shall submit with its proposal, a statement which discloses how it intends to maximize the use of minority and women professionals in the course of performing the contract.

C. Affirmative Action Plan

Each Proposer shall submit a copy of its current EEO-1 Report and a copy of its current Letter of Compliance from the United States Department of Labor, Office of Federal Contract Compliance Programs. Absent a Letter from OFCCP, the Proposer shall submit a written report of the inclusion of minority and women professional in the workforce of their company.

III. NON-COMPLIANCE

Where the County of Cook determines that the Proposer has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the contractor of such non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD KEEPING REQUIREMENTS

The Proposer is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a contract, The Proposer is responsible for acquiring all necessary Office of Contract Compliance reporting and record-keeping forms as made available in the Office of Contract Compliance

The Office of Contract Compliance will notify each Contractor and Sub-Contractor upon award of a contract of their reporting obligations (Vendor Notification Letter)

The Office of Contract Compliance will notify each MBE/WBE Sub-Contractor of the award of a contract to a Prime Contractor, the MBE/WBE dollar amount of participation and the percentage (%) amount of participation. The Sub- Contractors will be required to submit on a timely basis, Sub-Contractors Payment Affidavits (see forms section) with proof of payment or money paid to them by the Prime Contractor.

**GC-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10-43.7 PROFESSIONAL AND
CONSULTING SERVICE AND SOLE SOURCE (CON'T.)**

The Office of Contract Compliance requests payment affidavits and proof of payment to MBE/WBE-Sub-Contractors as follows:

1. **Annual Contracts:** monthly reporting from both Prime and Sub-Contractors.
2. **Multi Year Contracts:** quarterly reporting from both Prime and Sub-Contractors including proof of payments.
3. **One time purchases** require verification of proof of payment **immediately.**

Failure to comply with this section will be reviewed as non-compliance as stated under Section III. Non-Compliance.

V. **EQUAL EMPLOYMENT OPPORTUNITY**

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as otherwise required by law as they relate to contractor and subcontractor obligations.

Any questions regarding this document should be directed to:

LaVerne Hall
Administrator
Cook County Office of Contract Compliance
118 N. Clark Street – Room 1020
Chicago, Illinois 60602
(312)603-5502

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Chief Procurement Officer and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

Contractor shall confer with the Director of the Using Department to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall cause all of its employees, agents and subcontractors to comply therewith. The Contractor shall confine the operations of its employees, agents and subcontractors on County premises to the performance of the Contract consistent with limits indicated by laws, ordinances, permits and/or direction of the Director of the Using Department and shall not encumber the premises with materials or debris. In performing the Contract, the Contractor shall not cause or permit a condition that endangers the safety of others and shall not load or permit any part of a structure to be loaded with a weight that will endanger the safety of the structure or any persons.

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Chief Procurement Officer.

GC-25 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY CHIEF PROCUREMENT OFFICER,
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Chief Procurement Officer in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Chief Procurement Officer.

GC-30 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal

GC-31 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County in the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-33 AUDIT: EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records (hereinafter the "Non-proprietary Records", which relate to or concern the Contractor's compliance or performance under the terms of the Contract. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-34 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-35 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 GOVERNMENTAL JOINT PURCHASING AGREEMENT

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

GC-39 COOPERATIVE PURCHASING

As permitted by the County of Cook, other government entities may wish to also participate under the same terms and conditions contained in this contract (piggyback). Each entity wishing to piggyback must have prior authorization from the County of Cook and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

GC-40 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

GC-41 FEDERAL CLAUSES

[Intentionally Omitted] The Parties understand and agree that no federal funds will be expended by the County to fulfill its payment obligations under this Contract.

END OF SECTION

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Number 12-53-435 for TOXICOLOGY CONSUMABLE SUPPLIES, as prepared by Cook County and that he has familiarized himself with all of the conditions under which it must be carried out and understands that by this agreement he waives all right to plead any misunderstanding regarding the same.

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	PACK	24	INLET LINER NON-STICK O-RING, 10 PACK, FLUOROCARBON, STANDARD INLET WELDMENT, AGILENT NO. 5188-5365, AS PER EXHIBIT "A" HEREIN.
			\$ 10.31 /PACK
			\$ 247.44 /TOTAL
2.	EACH	3	DB-5, 10M, 0.1MM, 0.33UM, AGILENT NO. 127-501N, AS PER EXHIBIT "A" HEREIN.
			\$ 246.40 /EACH
			\$ 739.20 /TOTAL
3.	PACK	32	SILVER CRIMP CAP, TEF/RUBBER, 11MM, CLEAR FEF TEFLON/RED RUBBER SEPTA, 100MM, 1000 PER PACK., AGILENT NO. 5183-4498, AS PER EXHIBIT "A" HEREIN.
			\$ 88.92 /PACK
			\$ 2,845.44 /TOTAL
4.	PACK	5	FERRULE VESPEL/GRAPHITE 250U 10 PER PACK, AGILENT NO.5181- 3323, AS PER EXHIBIT "A" HEREIN.
			\$ 58.11 /PACK
			\$ 290.55 /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
5.	PACK	6	ABRASIVE SHEETS 5 PER PACK, ALO2 LAPPING PAPER, AGILENT NO. AGILENT NO. 5061-5896, AS PER EXHIBIT "A" HEREIN.
			\$ 21.97 /PACK
			\$ 131.82 /TOTAL
6.	EACH	14	BIG UNIVERSAL TRAP, 1/8" FITTINGS, HELIUM, AGILENT NO. RMSH-2, AS PER EXHIBIT "A" HEREIN.
			\$ 231.80 /PACK
			\$ 3,245.20 /TOTAL
7.	PACK	10	DIFFUSION CAPS FOR 4ML VIALS, 12 PER PACK, AGILENT NO. 07673-40180, AS PER EXHIBIT "A" HEREIN.
			\$ 16.20 /PACK
			\$ 162.00 /TOTAL
8.	PACK	25	CLEAR WIDE OPENING CRIMP TOP VIAL, 2ML, 1000 PER PACK. AGILENT NO. 5183-4491, AS PER EXHIBIT "A" HEREIN.
			\$ 99.56 /PACK
			\$ 2,489.00 /TOTAL
9.	PACK	20	COLUMN NUT 2/PK, AGILENT NO. 5181-8830, AS PER EXHIBIT "A" HEREIN.
			\$ 22.28 /PACK
			\$ 445.60 /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
10.	EACH	1	ELECTRON MULTIPLIER REPLACEMENT HORN, AGILENT NO. 05971-80103, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 851.20</u> /EACH
			<u>\$ 851.20</u> /TOTAL
11.	PACK	5	FERRULE GRAPHITE 320UM 0.5MM ID 10 PER PACK, AGILENT NO. 5080- 8853, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 39.69</u> /PACK
			<u>\$ 198.45</u> /TOTAL
12.	PACK	1	FERRULE, GRAPHITE 530U 1.0MM ID 10 PER PACK, AGILENT NO. 5080- 8773, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 31.97</u> /PACK
			<u>\$ 31.97</u> /TOTAL
13.	EACH	15	FILAMENT, HIGH TEMPERATURE EI FOR GCMS, AGILENT NO. G3170- 60050, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 94.24</u> /EACH
			<u>\$ 1,413.60</u> /TOTAL
14.	EACH	1	GLASS WOOL PESTICIDE, AGILENT NO. 5181-3317, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 53.70</u> /EACH
			<u>\$ 53.70</u> /TOTAL
15.	EACH	40	GOLD PLATED INLET SEAL WITH WASHER, AGILENT NO. 5188-5367, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 26.99</u> /EACH
			<u>\$ 1,079.60</u> /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
16.	EACH	3	HP-5MS 30M, 0.25MM, 0.25U, AGILENT NO. 19091S-433, AS PER EXHIBIT "A" HEREIN.
			\$ 420.80 /EACH
			\$ 1,262.40 /TOTAL
17.	PACK	5	LINER O-RING, NON-STICK FLIP- TOP,PACK OF 10, FLUOROCARBON,PRE-CLEANED & TREATED, AGILENT NO. 5188-5366, AS PER EXHIBIT "A" HEREIN.
			\$ 17.55 /PACK
			\$ 87.75 /TOTAL
18.	EACH	50	LINER, BORISILICATE TAPER DEACTIVATED, AGILENT NO. 5062- 3587, AS PER EXHIBIT "A" HEREIN.
			\$ 24.89 EACH
			\$ 1,244.50 /TOTAL
19.	EACH	50	LINER, SPLIT WITH GLASS WOOL, AGILENT NO. 19251-60540, AS PER EXHIBIT "A" HEREIN.
			\$ 15.67 /EACH
			\$ 783.50 /TOTAL
20.	EACH	1	ERGONOMIC MANUAL CRIMPER FOR 11MM CAPS, AGILENT NO. 5040-4667, AS PER EXHIBIT "A" HEREIN.
			\$ 141.36 /EACH
			\$ 141.36 /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
21.	EACH	20	COLUMN NUT FITTING, AGILENT NO. 05988-20066, AS PER EXHIBIT "A" HEREIN.
			\$ 11.02 /EACH
			\$ 220.40 /TOTAL
22.	EACH	16	NPD BEAD ASSEMBLY, AGILENT NO. G1534-60570, AS PER EXHIBIT "A" HEREIN.
			\$ 377.72 /EACH
			\$ 6,043.52 /TOTAL
23.	EACH	1	JET, CAPILLARY OPTIMIZED, 43MM, 0.29MM ID, AGILENT NO. G1531-80560, AS PER EXHIBIT "A" HEREIN.
			\$ 36.80 /EACH
			\$ 36.80 /TOTAL
24.	EACH	10	NUT, REDUCING 58/6890 SPLIT/ SPLITLESS, AGILENT NO. 18740-20800, AS PER EXHIBIT "A" HEREIN.
			\$ 29.36 /EACH
			\$ 293.60 /TOTAL
25.	PAIR	5	GLOVES, NYLON, LARGE FOR MSD SOURCE, AGILENT NO. 8650-0030, AS PER EXHIBIT "A" HEREIN.
			\$ 13.28 /PAIR
			\$ 66.40 /TOTAL
26.	PAIR	5	GLOVES, NYLON SMALL, AGILENT NO. 8650-0029, AS PER EXHIBIT "A" HEREIN.
			\$ 13.28 /PAIR
			\$ 66.40 /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
27.	EACH	1	73 INSULATOR ULTRA, AGILENT NO. G1099-20133, AS PER EXHIBIT "A" HEREIN.
			\$ 71.43 /EACH
			\$ 71.43 /TOTAL
28.	EACH	2	73 REPELLER ULTRA, AGILENT NO. G1099-20132, AS PER EXHIBIT "A" HEREIN.
			\$ 98.04 /EACH
			\$ 196.08 /TOTAL
29.	PACK	12	GENERAL PURPOSE GRAY SEPTA 11MM 100 PER PACK, AGILENT NO. 5080-8894-100, AS PER EXHIBIT "A" HEREIN.
			\$ 76.00 /PACK
			\$ 912.00 /TOTAL
30.	EACH	25	SEAL, STAINLESS STEEL, AGILENT NO. 18740-20880, AS PER EXHIBIT "A" HEREIN.
			\$ 22.39 /EACH
			\$ 559.75 /TOTAL
31.	PACK	5	SYRINGE 10UL STRAIGHT, FN 23/42/HP, 6 PER PACK, AGILENT NO. 9301-0725, AS PER EXHIBIT "A" HEREIN.
			\$ 161.12 /PACK
			\$ 805.60 /TOTAL
32.	EACH	1	LENS, ION FOCUS, AGILENT NO. 05971-20143, AS PER EXHIBIT "A" HEREIN.
			\$ 230.28 /EACH
			\$ 230.28 /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
33.	PACK	1	WASHERS .375 OD, 12 PER PACK, AGILENT NO. 5061-5869, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 7.02</u> /PACK
			<u>\$ 7.02</u> /TOTAL
34.	EACH	7	HP-5 10M, 0.53MM, 2.65U, AGILENT NO. 19095J-121, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 251.00</u> /EACH
			<u>\$ 1,757.00</u> /TOTAL
35.	PACK	50	SCREW CAP VIALS, CLEAR, 100 PER PACK, AGILENT NO. 5182-0714, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 18.91</u> /PACK
			<u>\$ 945.50</u> /TOTAL
36.	PACK	80	BLUE SCREW CAPS, 100 PER PACK, AGILENT NO. 5182-0717, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 20.20</u> /PACK
			<u>\$ 1,616.00</u> /TOTAL
37.	EACH	2	BIG UNIVERSAL TRAP, 1/4" FITTINGS, NITROGEN, AGILENT NO. RMSN-4, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 289.75</u> /EACH
			<u>\$ 579.50</u> /TOTAL
38.	EACH	2	BIG UNIVERSAL TRAP, 1/8" FITTINGS, NITROGEN, AGILENT NO. RMSN-2, AS PER EXHIBIT "A" HEREIN.
			<u>\$ 289.75</u> /EACH
			<u>\$ 579.50</u> /TOTAL

<u>ITEM NO.</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
39.	EACH	1	ABRASIVE MESH 4000 GRIT, AGILENT NO. 8660-0827, AS PER EXHIBIT "A" HEREIN.
			\$ 22.95 /EACH
			\$ 22.95 /TOTAL
40.	PACK	1	CLOTH, LINT FREE 15 PER PACK, AGILENT NO. 05980-60051, AS PER EXHIBIT "A" HEREIN.
			\$ 64.98 /PACK
			\$ 64.98 /TOTAL
41.	EACH	2	FID PERFORMANCE EVALUATION SAMPLE KIT, AGILENT NO. 18710- 60170, AS PER EXHIBIT "A" HEREIN.
			\$ 46.17 /EACH
			\$ 92.34 /TOTAL
42.	EACH	2	ECLIPSE XDB-C18, 4.6X50MM, 1.8UM 600BAR, AGILENT NO. 927975-902, AS PER EXHIBIT "A" HEREIN.
			\$ 505.40 /EACH
			\$ 1,010.80 /TOTAL
43.	EACH	2	ECLIPSE XDB-C18, 4.6X50MM, 1.8UM 600BAR, AGILENT NO. 927975-902, AS PER EXHIBIT "A" HEREIN.
			\$ 511.10 /EACH
			\$ 1,022.20 /TOTAL

GRAND TOTAL: \$ 34,944.33

CONTRACT NO. 12-53-435

EXHIBIT "A"
VENDOR'S PROPOSAL



Dr. Peter Koin
 Assistant Chief of Toxicology
 Toxicology
 County of Cook
 Medical Examiner's Office
 2121 W Harrison St
 CHICAGO IL 60612-3705

Quotation

Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	1 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com For additional instructions, see last page			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
5188-5365 Inlet Liner Non-Stick O-Ring, 10 pack Fluorocarbon, standard inlet weldment Pre-cleaned & treated to prevent outgassing & sticking	24.000 PK	13.56 USD (10.31 USD)	78.10-	247.34
Item Total				247.34
Purchase Agreement discount of 5.00 % is applied AS940				
127-501N DB-5, 10m, 0.1mm, 0.33um	3.000 EA	308.00 USD (246.40 USD)	184.80-	739.20
Item Total				739.20
5183-4498 Slvr crimp cap, tef/rubber, 11mm, 1000PK Silver crimp cap, clear FEF Teflon/Red rubber septa, 100mm, 1000 per pack.	32.000 PK	117.00 USD (88.92 USD)	898.56-	2,845.44
Item Total				2,845.44
Purchase Agreement discount of 5.00 % is applied AS940				



Quotation

Dr. Peter Koin
 Assistant Chief of Toxicology
 Toxicology
 County of Cook
 Medical Examiner's Office
 2121 W Harrison St
 CHICAGO IL 60612-3705

Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	2 of 16
Contact	Phone no.	Valid to:	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
5181-3323 Ferrule Vespel/Graphite 250u 10/PK	5.000 PK	61.17 USD (58.11 USD)	15.29-	290.56
Item Total				290.56
Purchase Agreement discount of 5.00 % is applied AS940				
5061-5896 Abrasive sheets 5/PK ALO2 Lapping paper	6.000 PK	28.91 USD (21.97 USD)	41.63-	131.82
Item Total				131.82
Purchase Agreement discount of 5.00 % is applied AS940				
RMSH-2 Big Universal Trap, 1/8" ftgs, Helium	14.000 EA	305.00 USD (231.80 USD)	1,024.80-	3,245.20
Item Total				3,245.20
Purchase Agreement discount of 5.00 % is applied AS940				



Quotation

Dr. Peter Koin
 Assistant Chief of Toxicology
 Toxicology
 County of Cook
 Medical Examiner's Office
 2121 W Harrison St
 CHICAGO IL 60612-3705

Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	3 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
For Consumables Fax : 302-633-8901			
Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
07673-40180 Diffusion caps for 4ml vials, 12/PK	10.000 PK	21.32 USD (16.20 USD)	51.17-	162.03
		Item Total		162.03
Purchase Agreement discount of 5.00 % is applied AS940				
5183-4491 Clear, wide opening vial, 2ml, 1000PK Clear wide opening crimp top vial, 2ml, 1000 per pack.	25.000 PK	131.00 USD (99.56 USD)	786.00-	2,489.00
		Item Total		2,489.00
Purchase Agreement discount of 5.00 % is applied AS940				
5181-8830 Column nut 2/PK	20.000 PK	29.31 USD (22.28 USD)	140.69-	445.51
		Item Total		445.51
Purchase Agreement discount of 5.00 % is applied AS940				



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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	4 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
05971-80103 Electron multiplier replacement horn	1.000 EA	1,120.00 USD (851.20 USD)	268.80-	851.20
		Item Total		851.20
Purchase Agreement discount of 5.00 % is applied AS940				
5080-8853 Ferrule graphite 320um 0.5mm id 10/PK	5.000 PK	62.23 USD (39.69 USD)	62.68-	198.47
		Item Total		198.47
Purchase Agreement discount of 5.00 % is applied AS940				
5080-8773 Ferrule, Graphite 530u 1.0mm id 10/PK	1.000 PK	42.06 USD (31.97 USD)	10.09-	31.97
		Item Total		31.97
Purchase Agreement discount of 5.00 % is applied AS940				



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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	5 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
G3170-60050 Filament, high temperature EI for GCMS	15.000 EA	124.00 USD (94.24 USD)	446.40-	1,413.60
Item Total				1,413.60
Purchase Agreement discount of 5.00 % is applied AS940				
5181-3317 Glass wool pesticide	1.000 EA	70.66 USD (53.70 USD)	16.96-	53.70
Item Total				53.70
Purchase Agreement discount of 5.00 % is applied AS940				
5188-5367 Gold Plated Inlet Seal with Washer	40.000 EA	35.51 USD (26.99 USD)	340.90-	1,079.50
Item Total				1,079.50

Purchase Agreement discount of 5.00 % is applied AS940



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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	6 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
For Consumables Fax : 302-633-8901			
Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax: 512-321-3128			
Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
19091S-433 HP-5MS 30m, 0.25mm, 0.25u	3.000 EA	526.00 USD (420.80 USD)	315.60-	1,262.40
		Item Total		1,262.40
5188-5366 Liner O-Ring,Non-Stick Flip-Top,Pack of 10 Fluorocarbon,Pre-cleaned & treated to prevent outgassing & sticking	5.000 PK	23.09 USD (17.55 USD)	27.71-	87.74
		Item Total		87.74
Purchase Agreement discount of 5.00 % is applied AS940				
5062-3587 Liner, Borosilicate taper deactivated	50.000 EA	32.75 USD (24.89 USD)	393.01-	1,244.50
		Item Total		1,244.50

Purchase Agreement discount of 5.00 % is applied AS940

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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	7 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
For Consumables Fax : 302-633-8901			
Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax : 512-321-3128			
Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
19251-60540 Liner, split with glass wool	50.000 EA	20.62 USD (15.67 USD)	247.44-	783.57
Item Total				783.57
Purchase Agreement discount of 5.00 % is applied AS940				
5040-4667 Ergonomic Manual Crimper for 11mm caps	1.000 EA	186.00 USD (141.36 USD)	44.64-	141.36
Item Total				141.36
Purchase Agreement discount of 5.00 % is applied AS940				
05988-20066 Column nut fitting	20.000 EA	14.50 USD (11.02 USD)	69.60-	220.40
Item Total				220.40

Purchase Agreement discount of 5.00 % is applied AS940



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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	8 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
G1534-60570 NPD bead assembly	16.000 EA	497.00 USD (377.72 USD)	1,908.48-	6,043.52
		Item Total		6,043.52
Purchase Agreement discount of 5.00 % is applied AS940				
G1531-80560 Jet, capillary optimized,43mm,0.29mm ID	1.000 EA	48.42 USD (36.80 USD)	11.62-	36.80
		Item Total		36.80
Purchase Agreement discount of 5.00 % is applied AS940				
18740-20800 Nut, reducing 58/6890 split/splitless	10.000 EA	38.63 USD (29.36 USD)	92.72-	293.58
		Item Total		293.58
Purchase Agreement discount of 5.00 % is applied AS940				



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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	9 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
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8650-0030	5.000 PR	17.47 USD	20.97-	66.38
Gloves, nylon, large for MSD source		(13.28 USD)		

Item Total 66.38

Purchase Agreement discount of 5.00 % is applied AS940

8650-0029	5.000 PR	17.47 USD	20.97-	66.38
Gloves, Nylon Sm		(13.28 USD)		

Item Total 66.38

Purchase Agreement discount of 5.00 % is applied AS940

G1099-20133	1.000 EA	93.99 USD	22.56-	71.43
73 Insulator Ultra		(71.43 USD)		

Item Total 71.43

Purchase Agreement discount of 5.00 % is applied AS940

Quotation

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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	10 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1			
For Instruments Fax : 302-633-8953			
For Consumables Fax : 302-633-8901			
Email : LSCAinstrumentsales@agilent.com			
For Genomics Fax: 512-321-3128			
Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
G1099-20132 73 Repeller Ultra	2.000 EA	129.00 USD (98.04 USD)	61.92-	196.08
		Item Total		196.08
Purchase Agreement discount of 5.00 % is applied AS940				
5080-8894-100 General Purpose Gray Septa 11mm 100/PK	12.000 EA	100.00 USD (76.00 USD)	288.00-	912.00
		Item Total		912.00
Purchase Agreement discount of 5.00 % is applied AS940				
18740-20880 Seal, stainless steel	25.000 EA	29.46 USD (22.39 USD)	176.76-	559.74
		Item Total		559.74
Purchase Agreement discount of 5.00 % is applied AS940				

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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	11 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
9301-0725 Syringe 10ul straight, FN 23/42/HP, 6/PK	5.000 PK	212.00 USD (161.12 USD)	254.40-	805.60
Item Total				805.60
Purchase Agreement discount of 5.00 % is applied AS940				
05971-20143 "LENS, ION FOCUS"	1.000 EA	303.00 USD (230.28 USD)	72.72-	230.28
Item Total				230.28
Purchase Agreement discount of 5.00 % is applied AS940				
5061-5869 Washers .375 od 12/PK	1.000 PK	9.23 USD (7.02 USD)	2.21-	7.02
Item Total				7.02
Purchase Agreement discount of 5.00 % is applied AS940				



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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	12 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
19095J-121 HP-5 10m, 0.53mm, 2.65u	7.000 EA	251.00 USD (251.00 USD)		1,757.00
		Item Total		1,757.00
5182-0714 Screw cap vials, clear 100/PK	50.000 PK	19.90 USD (18.91 USD)	49.75-	945.25
		Item Total		945.25
Purchase Agreement discount of 5.00 % is applied AS940				
5182-0717 Blue screw caps 100/PK	80.000 PK	21.26 USD (20.20 USD)	85.04-	1,615.77
		Item Total		1,615.77

Purchase Agreement discount of 5.00 % is applied AS940



Agilent Technologies

Quotation

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Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	13 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
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RMSN-4 Big Universal Trap, 1/4" ftgs, Nitrogen	2.000 EA	305.00 USD (289.75 USD)	30.50-	579.50
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Item Total 579.50

Purchase Agreement discount of 5.00 % is applied AS940

RMSN-2 Big Universal Trap, 1/8" ftgs, Nitrogen	2.000 EA	305.00 USD (289.75 USD)	30.50-	579.50
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Item Total 579.50

Purchase Agreement discount of 5.00 % is applied AS940

8660-0827 Abrasive Mesh 4000 Grit	1.000 EA	24.16 USD (22.95 USD)	1.21-	22.95
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Item Total 22.95

Purchase Agreement discount of 5.00 % is applied AS940



Quotation

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2121 W Harrison St
CHICAGO-IL 60612-3705

Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	14 of 16
Contact		Phone no.	Valid to
Morgan Grimes		847-944-6189	03/29/2013
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
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05980-60051 Cloth, lint free 15/PK	1.000 PK	68.40 USD (64.98 USD)	3.42-	64.98
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Item Total	64.98
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Purchase Agreement discount of 5.00 % is applied AS940

18710-60170 FID performance evaluation sample kit	2.000 EA	48.60 USD (46.17 USD)	4.86-	92.34
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Item Total	92.34
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Purchase Agreement discount of 5.00 % is applied AS940

927975-902 Eclipse XDB-C18, 4.6x50mm, 1.8um, 600bar	2.000 EA	532.00 USD (505.40 USD)	53.20-	1,010.80
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Item Total	1,010.80
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Purchase Agreement discount of 5.00 % is applied AS940



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 CHICAGO-IL-60612-3705

Quote No.	Create Date	Delivery Time	Page
1186025	03/12/2012	2 Weeks	15 of 16
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax: 512-321-3128 Email : orders@agilent.com			

Product/Description	Qty/Unit	Unit List Price (Discounted price per item)	Discount Amount	Extended Net Price
822700-902 SB-C18 2.1x50mm Sub-2um	2.000 EA	538.00 USD (511.10 USD)	53.80-	1,022.20
Item Total				1,022.20

Purchase Agreement discount of 5.00 % is applied AS940

Gross Amount	:	\$	43,654.09
Total Discount	:	\$	8,709.66
Total	:	\$	34,944.43



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1186025	03/12/2012	2 Weeks	16 of 16
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Morgan Grimes	847-944-6189	03/29/2013	
To place an order: Call 1-800-227-9770 Option 1 For Instruments Fax : 302-633-8953 For Consumables Fax : 302-633-8901 Email : LSCAinstrumentsales@agilent.com For Genomics Fax : 512-321-3128 Email : orders@agilent.com			

TO PLACE AN ORDER, Agilent offers several options:

- 1) Visit <http://www.agilent.com/chem/supplies> to place online orders using a purchase order or credit card.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8am and 8 pm Eastern time in the U.S., Canada & Puerto Rico.
- 3) To place an order for Consumables, please fax the order to 302-633-8901.
 To place an instrument and/or software order, please fax the order to 302-633-8953.
 To place an order for Genomics, please fax the order to 512-321-3128, or email to orders@agilent.com
- 4) Or you can mail your order to:
 Agilent Technologies
 North American Customer Contact Center
 2850 Centerville Road BU3-2
 Wilmington, DE 19808-1610

To place an order, the following information is required:

- Purchase order number or credit card, delivery date, ship to, invoice to, end user, and quote number.
- GSA customers please provide GSA contract #.

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TO CHECK THE STATUS OF AN ORDER:

- 1) Visit <http://www.agilent.com/chem/supplies> to check the status of your order.
- 2) Call 1-800-227-9770 (option 1) any weekday between 8 am and 8 pm Eastern time, in the U.S., Canada & Puerto Rico. You will need to know the purchase order or credit card number the order was placed on.

FINANCING AND LEASING - A wide range of options are available from Agilent's preferred financing partner, Leasing Group Inc. (LGI).

For more information or to discuss how monthly payments could suit your operational or budgetary requirements, contact your Agilent Account Manager or contact LGI at 800-944-1370.

TERMS AND CONDITIONS:

This offer is subject to Agilent Technologies' Standard Terms and Conditions of AS940.

- Pricing: Web prices are provided only for the U.S. in U.S.dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$2000 or those requiring special services such as overnight delivery may be subject to additional shipping & handling fees. Some of these charges may be avoided by ordering via the Web
- Payment Terms: Net 30 days from invoice date, subject to credit approval.

* Quotation Validity: This quotation is valid for 60 days unless otherwise indicated.

* Warranty period for instrumentation is 1 year. The Warranty period for columns and consumables is 90 days.

It is Agilent Technologies intent to ship product at the earliest available date unless specified otherwise.

The sale of standard Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale, and any LSCA Supplemental Terms or other applicable terms referenced herein. If any Products or Services are manufactured, configured or adapted to meet Customer's requirements, the sale of all Products and Services referenced in this quotation is subject to the then current version of Agilent's Terms of Sale for Custom Products and any LSCA Supplemental Terms or other applicable terms referenced herein. A copy of Agilent's Terms of Sale, Agilent's Terms of Sale for Custom Products and the LSCA Supplemental Terms is either attached or has been previously provided to you. Please contact us if you have not received a copy or require an additional copy, if you have a separate agreement in effect with Agilent covering the sale of Products and Services referenced in this quotation, the terms of that agreement will apply to those Products and Services. Agilent expressly objects to any different or additional terms in your purchase/sales order documentation, unless agreed to in writing by Agilent. Product and Service availability dates are estimated at the time of the quotation. Actual delivery dates or delivery windows will be specified at the time Agilent acknowledges and accepts your purchase order. The above conditions shall apply to the fullest extent permitted by the law. You may have other statutory or legal rights available. Commodities, technology or software exported from the United States of America ("U.S.") or from other exporting countries will be subject to the U.S. Export Administration Regulations and all exporting countries' export laws and regulations. Diversion contrary to U.S. law and the applicable export laws and regulations is prohibited.

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
		/
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1
2	Letter of Intent	EDS 2
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 3
4	Certifications	EDS 4, 5
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 6 – 12
6	Sole Proprietor Signature Page	EDS 13a/b/c
7	Partnership Signature Page	EDS 14/a/b/c
8	Limited Liability Corporation Signature Page	EDS 15a/b/c
9	Corporation Signature Page	EDS 16a/b/c
10	Cook County Signature Page	EDS 17

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Chief Procurement Officer. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Sections 6, 7, 8, 9: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; Section 8 is the form for a Limited Liability Corporation, and Section 9 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required.

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN (SECTION 1)

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs. (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either directly or indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. **Direct Participation of MBE/WBE Firms** **Indirect Participation of MBE/WBE Firms**

Where goals have not been achieved through direct participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission. Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs that will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: _____

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Additionally, all Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after the Bid Opening date.**

COOK COUNTY GOVERNMENT LETTER OF INTENT (SECTION 2)

M/WBE Firm: _____ Certifying Agency: _____
Address: _____ Certification Expiration Date: _____
City/State: _____ Zip _____ FEIN #: _____
Phone: _____ Fax: _____ Contact Person: _____
Email: _____ Contract #: _____

Participation: Direct Indirect

Will the M/WBE firm be subcontracting any of the performance of this contract to another firm?

No Yes -- Please attach explanation. Proposed Subcontractor: _____

The undersigned M/WBE is prepared to provide the following Commodities/Services for the above named Project/ Contract:

Indicate the **Dollar Amount**, or **Percentage**, and the **Terms of Payment** for the above-described Commodities/ Services:

(If more space is needed to fully describe M/WBE Firm's proposed scope of work and/or payment schedule, attach additional sheets)

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

_____ Signature (M/WBE)	_____ Signature (Prime Bidder/Proposer)
_____ Print Name	_____ Print Name
_____ Firm Name	_____ Firm Name
_____ Date	_____ Date

Subscribed and sworn before me

this ____ day of _____, 20____.

Notary Public _____

SEAL

Subscribed and sworn before me

this ____ day of _____, 20____.

Notary Public _____

SEAL

PETITION FOR WAIVER OF MBE/WBE PARTICIPATION (SECTION 3)

A. BIDDER/PROPOSER HEREBY REQUESTS:

- FULL MBE WAIVER** **FULL WBE WAIVER**
- REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)**
- _____ % of Reduction for MBE Participation
_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

- (1) Lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract. **(Please explain)**
- (2) The specifications and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation. **(Please explain)**
- (3) Price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid. **(Please explain)**
- (4) There are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms. **(Please explain)**

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

- (1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation. **(Please attach)**
- (2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business. **(Please attach)**
- (3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services. **(Please attach)**
- (4) Used the services and assistance of the Office of Contract Compliance staff. **(Please explain)**
- (5) Engaged MBEs & WBEs for indirect participation. **(Please explain)**

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.



October 30, 2012

Agilent Technologies, Inc.
Attn: Janet Seller
5301 Stevens Creek Blvd.
Santa Clara, CA 95051

Subject: Approved Subcontracting Plan, contracts GS-07F-0564X and GS-24F-0806A

Dear Ms. Seller:

Enclosed is your approved Commercial Subcontracting Plan submitted under the subject GSA contract(s) for the period November 1, 2012 through October 30, 2013. A new subcontracting plan is requested to be submitted 30 days prior to the expiration of this plan (thirty days is required by the FAR, sixty days requested). When you are ready to submit your plan for next year, please email a draft copy for my review.

You are also required to submit the Summary Subcontract Report (SSR) and the Year-End SDB report annually on line at <http://www.esis.gov>. The SSR is used to report total subcontracting activity for the period October 1 -- September 30. The report is due on or before October 30 of each year.

Please contact me at 404-331-1425, if you have any questions. Thank you for your support with the Small Business Subcontracting Program.

Sincerely,

Teresa Gould

TERESA GOULD
Administrative Contracting Officer
Supplier Management Division, QV0CECA
401 West Peachtree Street, N.W., Suite 2700
Atlanta, GA 30308

cc: GSA, Mary Ann Swearingen, Contracting Officer
SBA, Carol Bunts, Area Director, San Francisco, CA

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO. AO-05	3. EFFECTIVE DATE 10/30/2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
ISSUED BY GENERAL SERVICES ADMINISTRATION SUPPLIER MANAGEMENT DIVISION (QV0CECA) 401 WEST PEACHTREE STREET, SUITE 2700 ATLANTA, GEORGIA 30308	CODE A58	7. ADMINISTERED BY (If other than Item 6)		CODE
		SAME AS BLOCK 6		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Agilent Technologies, Inc. Attn: Janet Seller 5301 Stevens Creek Blvd. Santa Clara, CA 95051	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-24F-0806A
		10B. DATED (SEE ITEM 13) 06/01/1993
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended is not extended. Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15 and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
N/A

**13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) In accordance with clause 52.219.9 Small Business Subcontracting Plan and Contractors' Plan
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.	

GSA contract, GS-24F-0806A, is modified to incorporate the Small Business Commercial Subcontracting Plan for the contractor's fiscal year of November 1, 2012 through October 31, 2013. A copy of the approved plan is attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16a. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICK QUEEN ADMINISTRATIVE CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY Digitally signed by: PATRICK QUEEN Date: 2012.10.30 09:29:50 -0500 (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 10-30-2012

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO. AO-02	3. EFFECTIVE DATE 10-30-2012	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
ISSUED BY GENERAL SERVICES ADMINISTRATION SUPPLIER MANAGEMENT DIVISION (QV0CECA) 401 WEST PEACHTREE STREET, SUITE 2700 ATLANTA, GEORGIA 30308	CODE A58	7. ADMINISTERED BY (If other than item 5)		CODE	
		SAME AS BLOCK 6			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Agilent Technologies, Inc. Attn: Janet Seller 5301 Stevens Creek Blvd. Santa Clara, CA 95051	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-07F-0564X
		10B. DATED (SEE ITEM 13) 06/01/2011
CODE	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended is not extended
Offeror must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15 and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)
N/A

13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify Authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) In accordance with clause 52.219.9 Small Business Subcontracting Plan and Contractors' Plan
	E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.

GSA contract, GS-07F-0564X, is modified to incorporate the Small Business Commercial Subcontracting Plan for the contractor's fiscal year of November 1, 2012 through October 31, 2013. A copy of the approved plan is attached.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PATRICK QUEEN ADMINISTRATIVE CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Digitally signed by: PATRICK QUEEN Date: 2012.10.30.09:30:30 -05'00' (Signature of Contracting Officer)	16C. DATE SIGNED 10-30-2012

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Prescribed by GSA
FAR (48 CFR) 53.243

AGILENT TECHNOLOGIES, INC.

COMMERCIAL SUBCONTRACTING PLAN –FY 2013

Identification Data:

Company Name: Agilent Technologies, Inc.
Address: 5301 Stevens Creek Blvd., Santa Clara, CA 95051
Date Prepared: October 5, 2012
Contract Number (s): GS-07F-0564X and GS-24F-0806A

Item/Service: **Agilent's Industries and Products:**

Test and Measurement - Agilent's testing solutions include test instruments and systems, automated measurement software, software design tools, and electronic monitoring and management tools. Agilent's products include high-precision test and measurement instruments, components for aerospace and defense applications, custom systems and consulting services.

Life Sciences and Chemical Analysis Solutions -Agilent Life Sciences and Chemical Analysis products includes instruments and systems, consumables and parts, and services. Agilent solutions include gene expression, proteomics, informatics, pharmaceutical analysis, environmental, petrochemical, energy, food safety and quality, homeland security with instruments and expertise in biochemical detection and forensics and products to the drug testing, fuel cell, and semiconductor markets.

Dates of Coverage: November 1, 2012 through October 31, 2013

1. TYPE OF PLAN:

COMMERCIAL PLAN

This document outlines Agilent Technologies, Inc. (Agilent's) company-wide, annual Commercial Small Business, Small Disadvantaged Business, Women Owned Small Business, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business and HUBZone Small Business Subcontracting Plan (hereinafter referred to as Commercial Subcontracting Plan). The Commercial Subcontracting Plan covers Agilent's Fiscal Year 2013, November 1, 2012 through October 31, 2013.

The "Commercial Products" provisions of the implementing regulations for Chapter 211 of Public Law 95-507, Federal Acquisition Clause 52.219.9(g) and Section 8001 of the Federal Acquisition Streamlining Act of 1994 provide that:

- The subcontracting plan relates to Agilent's production of commercial products and services, including Government contracts and subcontracts.
- The annual Commercial Subcontracting Plan will be reviewed for approval by the Government agency awarding the first prime contract requiring a subcontracting plan during the year, or by an agency satisfactory to the Government Officer.
- The approved plan remains in effect during Agilent's fiscal year for all Agilent commercial products and services.

This plan will be reviewed, monitored and audited on a company-wide basis by the US General Services Administration.

It is the policy of Agilent Technologies to assure that SDBs are provided an equal opportunity to participate as suppliers for materials and services purchased by Agilent and as resellers of Agilent's products wherever commercially reasonable. This policy is applicable to all functional areas of the company including, but not limited to, Manufacturing, Research and Development, Engineering, Administration, Information Technology, Field Sales, Marketing, Finance, Workplace Services, Human Resources and Professional Services.

The primary objectives of this policy are to:

- Ensure that Agilent's Small Business Program is in compliance with FAR 52.219-9, Public Laws 95-507, 99-661, 100-180, 100-656, and all other applicable Federal and Defense Federal Acquisition Regulations, and State and Municipal Laws and Ordinances.
- Identify, qualify, and develop small businesses by purchasing from these businesses whenever commercially reasonable while continuing to purchase on the basis of competitive technology, quality, responsiveness, delivery and cost.
- Undertake significant efforts to determine the potential of small businesses to supply products and services to Agilent in a manner that will meet Agilent's standards.
- Increase the total procurements awarded to small business and SDBs by Agilent Technologies.
- Ensure that the small business process policies, practices and procedures are current and utilized.
- Ensure that the FAR Clause 52.219-8, "Utilization of Small Business Concerns" is included in all applicable subcontracts which offer further subcontracting opportunities. Agilent Technologies will continue to require, monitor, and document that all subcontractors (except SB and SDB concerns) in receipt of subcontracts in excess of \$650,000 shall adopt a subcontracting plan that complies with FAR Clause 52.219-9.

This policy is implemented throughout Agilent's U.S. Business and is proactively supported by the Executive Management team and staff.

2. GOALS:

- A. **Estimated dollar value of all planned subcontracting, i.e., to all types of business concerns under this Commercial Plan is:**

**ESTIMATED DOLLAR VALUE OF ALL
PLANNED SUBCONTRACTING**

\$492 million*	100%
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* Excluding exempt payables, within the United States

- B. **Estimated dollar value and percentage of total planned subcontracting to large business concerns. (all business concerns classified as other than small)**

**SUBCONTRACTING TO LARGE BUSINESS
CONCERNS**

\$354 million	72%
---------------	-----

- C. **Estimated dollar value and percentage of total planned subcontracting to small business concerns is: (Include Small, Small Disadvantaged, Women-Owned Small Business, HUBZone, Veteran-Owned, and Service-Disabled Veteran-Owned,)**

**SUBCONTRACTING TO SMALL BUSINESS
CONCERNS**

\$138 million	28%
---------------	-----

- D. **Estimated dollar value and percentage of total planned subcontracting to small disadvantaged business concerns is:**

**SUBCONTRACTING TO SMALL
DISADVANTAGED BUSINESS CONCERNS**

\$17 million	3.5%
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- E. **Estimated dollar value and percentage of total planned subcontracting to women-owned small business concerns is:**

**SUBCONTRACTING WOMEN-OWNED
SMALL BUSINESS CONCERNS**

\$17 million	3.5%
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F. Estimated dollar value and percentage of total planned subcontracting to HUBZone small business concerns is:

SUBCONTRACTING TO HUBZONE SMALL BUSINESS CONCERNS	
\$246 thousand	.05%

G. Estimated dollar value and percentage of total planned subcontracting to veteran-owned small business and disabled veteran-owned small business concerns is:

SUBCONTRACTING TO VETERAN-OWNED SMALL BUSINESS CONCERNS	
\$9.8 million	2%

H. Estimated dollar value and percentage of total planned subcontracting to service-disabled veteran-owned small business concerns is:

SUBCONTRACTING TO SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS	
\$2.4 million	0.50%

Procurement awards to the above business classifications will be reported in total dollars and as a percent of Agilent's total procurements within the United States through a Summary Subcontract Report.

For FY13, Agilent will maintain the same Subcontracting Plan percentage goals as agreed to in FY12. While Agilent strives to meet and exceed small business goals, where commercially reasonable, the current economic conditions in the US and globally are impacting sales. As a direct result, subcontracting expenditures and the associated opportunities for small business suppliers are currently declining and anticipated to decrease further. Agilent remains committed to small business development and supplier diversity but at the same time must be realistic in setting goals and expectations for FY13.

Approximately 70% of Agilent's revenues and business are generated outside of the US as Agilent is a global manufacturer. Increased globalization, as well as demands for cost reduction and improved efficiencies, has created a need to optimize Agilent's supply chain and drive strategic procurement processes. As a result, many traditional areas for small business sourcing have been realigned into larger global contracts and more of the supply chain is being sourced offshore.

Agilent mandates supplier diversity flow down requirements with all applicable prime contractors and continues to maintain a robust supplier diversity process for sourcing activities within the US. Agilent remains committed to supplier diversity and achieving results for US small business and manufacturing and will employ the following to achieve FY13 goals and stimulate growth rates:

- Where commercially reasonable, increase awards to small businesses in all of the categories that are currently included in Agilent's supply base.
- Attend small and disadvantaged business fairs to identify new suppliers and communicate opportunities for supplying to Agilent.
- Benchmark and share small and disadvantaged suppliers with Agilent's customers and business partners.
- Strategically target new and existing small businesses for specific Global Sourcing strategy focused areas and Procurement Sourcing activities.
- Market and promote Agilent's existing small businesses throughout Agilent's U.S. entities to increase visibility and the procurements awarded to them.
- Aggressively make small business inclusion an integral part of all bid proposal criteria.
- Specifically identify existing as well as seek out new Service Disabled Veteran-owned Small Businesses and HUBZone Small Businesses as potential suppliers and channel partners.

I. Products and/or services to be subcontracted under this contract, and the types of businesses supplying them, are: (Check all that apply).

BUSINESS CATEGORY OR SIZE								
PRODUCT / SERVICE	NAICS	LARGE	SMALL BUSINESS	SDB	WOSB	HUB-ZONE	VO SMALL	SDVO SMALL
**	**	X	X	X	X	X	X	X

** For a listing of Product/Services please see Overviews and Subcontracting Opportunities outlined on the following pages.

Commercial Manufacturing Overview and Summary

As a commercial manufacturer, Agilent Technologies manufactures its products based on an estimated market forecast. A market forecast is necessary because most component and material lead-times from Agilent's suppliers are longer than Agilent's product delivery lead-times to customers. The majority of Agilent's products are not manufactured based on specific orders. The majority of Agilent's Government and

commercial contracts and subcontracts are filled from existing, off-the-shell, material, component and product inventory.

Raw materials and components are placed in inventory at Agilent divisions for use in various products before orders for Agilent's products are received. Therefore, separation of materials, components or services for accounting by supplier classification or contract in a specific finished product, product line or service is not possible for Agilent's commercial contracts and subcontracts.

Agilent's components, fabricated parts and assemblies are also manufactured and routinely transferred between domestic and off-shore manufacturing divisions. Identifying the proper classification of a supplier's material, which may then be fabricated and transferred to another manufacturing division before receipt of the product order is not possible. This is a common practice among commercial manufacturers that build to a market forecast versus contract-by-contract orders. Therefore, while Small and Small Disadvantaged Business (SDB) participation in Agilent's purchasing activities is monitored on a U.S. wide basis, supplier participation goals cannot be allocated to any specific product, product line, service or contract for Agilent's commercial contracts and subcontracts. As a result, Agilent includes both direct and indirect US suppliers spend in establishing subcontracting goals, identifying purchasing opportunities, and reporting results.

As evidence that Agilent Technologies is undertaking significant efforts to comply with FAR 52.219-9, Public Laws 95-507, 99-661, 100-180, 100-656, and all other applicable Federal Acquisition Regulations and Defense Federal Acquisition Regulations, Agilent Technologies respectfully submits this Commercial Subcontracting Plan for Agilent's Fiscal Year 2013.

Material and Supplier Sourcing Overview

Due to the long term requirements of direct material procurements suppliers of raw materials, components and services are identified and sourced early in the design and development of Agilent's products. These supplier relationships must be established and maintained over multi-year Agreements and cannot be sourced on a case-by-case basis. These areas of the supply chain are typically capital-intensive and require resources well beyond the capabilities of many small businesses. However, Agilent continues to be dedicated to this program and will continue to focus on these areas as opportunities for supplier development. To ensure that small, minority, women-owned, service disabled veteran owned, veteran owned and HUBzone businesses participate as suppliers, procurements across the entire company are targeted as potential opportunities.

Agilent's product and service areas to be subcontracted were established based on common sourcing areas for Agilent and were determined in cooperation with Agilent Procurement departments. These products and services are needed year over year and were assigned as opportunities for each of the classifications based on historical trends as well as analysis of current and future contracting opportunities. A list of products and

services currently sourced to small business concerns follows.

****Subcontracting Opportunities**

Following is a sample listing of the products and services Agilent regularly sources and which may provide opportunity for SDBs, where commercially reasonable. This listing includes all applicable US procurement, both direct and indirect. All Opportunities were identified through engagement with Agilent Procurement departments and analysis of current and future contracting opportunities.

Small Business Opportunities

- Cable Assemblies
- Chemicals
- Electronic Components
- Facilities Management
- Hazardous Waste Clean-Up
- Logistics
- Warehouse Distribution
- Packaging Equipment and Supplies
- PC Board Design and Manufacture
- Sheet Metal Fabrication
- Software Design
- Software Duplication
- Software Engineering
- Technical Writing
- Wire Assemblies

Small Disadvantaged Business Opportunities

- Cable Assemblies
- Equipment and Supplies
- PC Board Design & Manufacturer
- Sheet Metal Fabrication
- Software Design
- Order Fulfillment
- Software Engineering
- Logistics
- Distribution Services
- Systems Integration
- Consulting Services
- Engineering Services
- Packaging
- Chemicals
- Electronic Components
- Facilities Management
- EHS Services
- Office Supplies

- IT Services
- Printing
- Contract Manufacturing
- Contract Packaging
- Storage Services\

Woman-Owned Small Business Opportunities

- Cable Assemblies
- Printed Circuit Board Design
- Computer Programming
- Consulting Services
- Contract Manufacturing
- Contract Packaging
- Electrical Components
- Software Products
- Systems Integration
- Consulting
- Training
- Mailing Services
- Printing
- Power Supplies
- Property Management
- Storage Services
- Distribution
- Engineering Services
- Food Service
- Information Technology
- Temp Labor

Service Disabled Veteran Owned and Veteran Owned Business Opportunities

- Industrial Supplies
- Ergo Assessment
- Marketing Services
- Manufacturing
- Clean room Clothing and Laundry Services
- Furniture
- Temp Labor

HUBZone Business Opportunities

- Manufacturing
- Cable Assemblies
- Consulting
- Marketing Services
- Food Services
- Printed Circuit Board Design and Test
- Mailing Services

- Training
- Temp Labor
- Storage Services

Global Sourcing Commodity Strategies (GSS)

- Direct and Indirect Global Sourcing teams will be targeted for areas of sourcing.

The following areas will be emphasized as targeted areas:

- Travel
- Consulting
- Furniture
- Real Estate
- Printing
- Information Technology
- Telecommunications
- Field Sales
- Plastics
- Marketing Services
- Telecommunication Training and Sales Support
- Logistics
- Relocation Services
- Office Supplies
- Promotional Items
- Facilities
- Temporary Labor
- Packaging
- Security
- Channel Partner Development
- Telemarketing

- 11. Explain the methods used to develop the subcontracting goals for small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns.**

Agilent's methods used to develop the subcontracting goals for small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned and women-owned small business concerns include historical procurement data and trends, current in-house purchase orders and a realistic evaluation of anticipated product and service needs; taking into consideration the current economic conditions.

- 12. Identify all source lists used in the determination process:**

Agilent will use the following methods and sources to identify Small Businesses and SDBs:

- The System for Award Management (SAM) primary vendor database for the U.S. Federal Government. The CCR collects, validates, stores and disseminates data in support of agency acquisition missions.
 - Networking activities
 - Benchmarking and Surveys
-
- Referrals from suppliers and major corporations
 - Trade fairs, conferences, seminars and workshops for SB, SDB, WOSB, SDVBE, and HUBZone
 - Company Source Lists
 - National Minority Supplier Development Council Vendor Information Service
 - U.S. Department of Commerce Minority Business Development Agency's Research and Information Service
 - SB, HUBZone, SDB, and WOSB Trade Associations
 - SBA's Lists of Certified Small Business, SDB, SDVBE, and HUBZone Concerns
 - SDVBE company directories and networking associations – including but not limited to the SBA Office of Veterans Business Development, www.vetfriends.com/directory, www.dbegoodfaith.com, www.asdv.org, www.vetbiz.gov, <http://www.pd.dgs.ca.gov/smbus/>, Veteran Business Journal, www.sdav.org, among others
 - Procurement Technical Assistance Centers (PTAC) geographically located near Agilent offices

J. Indirect and overhead costs HAVE BEEN or HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above. (Check one.)

- K. If indirect and overhead costs HAVE BEEN included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned business concerns.**

Agilent includes both direct and indirect US suppliers spend in establishing subcontracting goals, identifying purchasing opportunities, and reporting results. Agilent manufactures its products based on market forecast, not on an order by order basis, as is the common practice among commercial manufacturers and orders are filled from existing product inventory. Therefore identification of materials, components or services for accounting by supplier classification or contract in a specific finished product, product line or service is not possible for Agilent's commercial contracts and subcontracts. As a result, it is very difficult to allocate participation goals between direct and indirect spend. To ensure that small, minority, women-owned, service disabled veteran owned, veteran owned and HUBzone businesses participate as suppliers, all US procurements are targeted as potential opportunities. This policy is applicable to all functional areas of the company including, but not limited to, Manufacturing, Research and Development, Engineering, Administration, Information Technology, Field Sales, Marketing, Finance, Workplace Services, Human Resources and Professional Services. Agilent's product and service areas to be subcontracted are based on common sourcing areas for Agilent and were determined in cooperation with our Sourcing department. These products and services are needed year over year and were assigned as opportunities for each of the classifications based on historical trends. See Section II for a list of products and services commonly sourced to small business concerns.

3. PROGRAM ADMINISTRATOR:

FAR 52.219-9(d)(7) requires information about the company employee who will administer the subcontracting program. Please provide the name, title, address, phone number, position within the corporate structure and the duties of that employee.

Name: Janet Seller
Title: Small Business Liaison Officer (SBLO)
Address: 9780 S. Meridian Blvd., Englewood, CO 80112
Telephone: (303) 662-4237
Email address: Janet_Seller@agilent.com

Duties:

Agilent Technologies' Small Business Subcontracting Program will be administered under the direction of Janet Seller. Requests for information should be directed to the SBLO listed above:

Primary responsibilities of Agilent's SBLO are as follows:

- Define, establish, maintain and administer policies and procedures for the company, which assure an effective small business program that achieves its goals.

- Assist and educate Agilent's Procurement managers, buyers, sales partners, contracts and service representatives, and all other personnel who make supplier selection decisions in executing their responsibilities as outlined in Agilent's program policies, applicable Public Laws, Federal and Defense Federal Acquisition Regulations, and State and Municipal Laws and Ordinances.
- Provide practical opportunity for small business concerns, and especially those owned, operated and controlled by socially and economically disadvantaged individuals, to supply products and services to Agilent, and to sell Agilent products, services and supplies. This includes establishing challenging and specific goals to attain greater participation by SDBs.
- Review the results of the Small Business Subcontracting Program with Agilent's Executive Management.

4. EQUITABLE OPPORTUNITY

FAR 52.219-9(d)(8) requires a description of the efforts your company will make to ensure that small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts may include, but are not limited to the following activities:

A. Outreach efforts to obtain sources (Check all that apply):

- Contacting minority and small business trade associations**
- Contacting business development organizations**
- Requesting sources from the Dynamic Small Business Search (DSB).**
- Attending small, minority, and women-owned business procurement conferences and trade fairs.**

B. Internal efforts to guide and encourage purchasing personnel (Check all that apply):

- Presenting workshops, seminars and training programs**
- Establishing, maintaining and using small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned business source lists, guides and other data for soliciting subcontracts**
- Monitoring activities to evaluate compliance with the subcontracting plan**

C. Additional efforts: (Please describe)

Agilent Technologies will ensure that Small Businesses and SDBs are afforded an equitable opportunity to compete for contracts and subcontracts by utilizing a commercially reasonable process that identifies opportunities available at Agilent and targeting these businesses for inclusion in the sourcing and selection process.

- Establish an internal and external Internet home page dedicated to providing information to potential small business sources.
- Focused efforts on aggressively sourcing at least one SDB on every competitive solicitation, where commercially reasonable.
- Identify and contract with Small and Small Disadvantaged Business as Resellers to increase business for these Channel Partners and offer our U.S. Government customers an opportunity to purchase Agilent products and achieve direct Small Business purchasing goals.
- Ensure that the SDB process policies, practices and procedures are current and utilized.

5. CLAUSE INCLUSION AND FLOWDOWN

Agilent Technologies, Inc. agrees that the clause FAR 52.219-8 "Utilization of Small Business Concerns" will be contained in all subcontracts that offer further subcontracting opportunities and will include the clause FAR 52.219-9 "Small Business Subcontracting Plan", in all subcontracts (except small business concerns) in excess of \$650,000 .

6. REPORTING AND COOPERATION

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>
10/01--09/30	Summary Subcontracting Report	10/30

Agilent Technologies, Inc. Fiscal Year 2013 – November 1, 2012 through October 31, 2013

7. RECORDKEEPING

FAR 52.219-9(d)(11) requires a list of the types of records your company will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records include, but are not limited to, the following:

- A. Small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concern source lists, guides, and other data identifying such vendors.
- B. Organizations contacted for small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business sources.

- C. On a contract-by-contract basis, records on all subcontract solicitations over \$150,000 which indicate for each solicitation:**
- C1. Whether small business concerns were solicited, and if not, why not.**
 - C2. Whether HUBZone small business concerns were solicited, and if not, why not.**
 - C3. Whether small disadvantaged business concerns were solicited, and if not, why not.**
 - C4. Whether veteran-owned small business concerns were solicited, and if not, why not.**
 - C5. Whether service-disabled veteran-owned small business concerns were solicited, and if not, why not.**
 - C6. Whether women-owned small business concerns were solicited, and if not, why not.**
 - C7. Reasons for the failure of solicited small, small disadvantaged, service-disabled veteran-owned, and women-owned small business concerns to receive the subcontract award.**
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small, HUBZone small, minority, veteran-owned, service-disabled veteran-owned, and women-owned small business procurement conference and trade fairs.**
- E. Records to support internal activities to (1) guide and encourage purchasing personnel, e.g., workshops, seminars, training programs, incentive awards; and (2) monitor activities to evaluate compliance.**
- F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial plans).**
- G. Other records to support your compliance with the subcontracting plan: (Please describe):**

Agilent Technologies will cooperate in any studies or surveys with the US Government as may be required to monitor compliance with this plan. Agilent agrees to submit all applicable reports (in addition to and including the SSR via the eSRS) to the appropriate contracting agencies and the Small Business Administration to document compliance with this Subcontracting Plan.

Agilent agrees to maintain records including, but not limited to the following records, to

document compliance with this subcontracting plan:

- Source lists, guides, and other data used to identify potential SDBs.
- Organizations contacted for SDBs.
- Records to support outreach efforts such as contacts with SDB trade associations, contacts with business development organizations, and attendance at small business conferences, seminars, workshops and trade fairs.
- Records to support internal compliance monitoring and other internal activities such as management reviews, buyer workshops, seminars or training programs.
- Records of the company-wide program to identify specific areas of opportunity for SDBs.

8. TIMELY PAYMENTS TO SUBCONTRACTORS

FAR 52.219-8(a) requires your company to establish and use procedures to ensure the timely payment of amounts due pursuant to the terms of your subcontracts with small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business concerns.

Agilent will monitor procedures to ensure the timely payment of amounts due pursuant to the terms of Agilent's subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns in accordance with FAR 52.219-8(a). Agilent has a network of automated systems and contact teams in place to ensure timely payments to all suppliers. Supplier invoices are submitted and processed into an online, automated system that provides continuous monitoring and feedback to the supplier. These payments are then managed by our Accounts Payable team who ensure timely payment and are available to assist and or answer supplier questions.

9. DESCRIPTION OF GOOD FAITH EFFORT

Maximum practicable utilization of small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and Women-owned small business concerns as subcontractors in Government contracts is a matter of national interest with both social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved, and 15 U.S.C. 637(d)(4)(F) directs that the contractor must pay liquidated damages. In order to demonstrate your compliance with a good faith effort to achieve the small, HUBZone small, small disadvantaged, veteran-owned, service-disabled veteran-owned, and women-owned small business subcontracting goals, outline the steps your company plans to take. These steps will be negotiated with the contracting officer prior to approval of the plan.

To assure that the procedures that have been adopted to comply with the requirements and goals set forth in this plan are followed, records will be retained in accordance with Agilent's Corporate Record Retention Policy. These records will be used to compile the required periodic reports, statistics and

historical performance of Agilent's U.S. Small Business Program.

Agilent Technologies will administer this Commercial Subcontracting Plan in accordance with applicable Public Laws, and Federal Acquisition Regulations, Agilent's Small Business Program policies, practices and procedures, and Agilent's Standards of Business Conduct.

The offeror is advised that this subcontracting plan will be made a material part of the contract and that the submission of the Individual Subcontracting Reports and Summary Subcontracting Reports through the eSRS website will be made a line item deliverable in the contract.

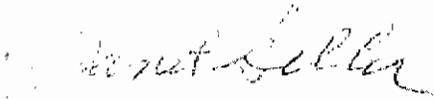
10. SIGNATURES REQUIRED

This subcontracting plan was submitted by:

This subcontracting plan was accepted by:

Signature:

Signature:



Digitally signed by: PATRICK QUEEN
Date: 2012.10.30 09:28:56 -05'00'

Typed Name:

Typed Name:

Janet Seller

Patrick C. Queen

Title:

Date:

Title:

Date:

Small Business Liaison Officer 10/5/2012

Contracting Officer

10/30/12

CERTIFICATIONS (SECTION 4)

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: *The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 *et seq*).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: *it is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

REQUIRED DISCLOSURES (SECTION 5)

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons or entities that have made lobbying contacts on your behalf with respect to this contract:

Name	Address
N/A	

2. LOCAL BUSINESS PREFERENCE DISCLOSURE; CODE, CHAPTER 34, SECTION 34-151(p);

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

a) Is Bidder a "Local Business" as defined above?
Yes: _____ No:

b) If yes, list business addresses within Cook County:

c) Does Bidder employ the majority of its regular full-time workforce within Cook County?
Yes: _____ No:

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (PREFERENCE (CODE, CHAPTER 34, SECTION 34-366)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-8) and complete the following, based upon the definitions and other information included in such Affidavit.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank; it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Agilent Technologies, Inc. D/B/A: _____ EIN NO.: 77-0518722

Street Address: 2850 Centerville Rd

City: Wilmington State: DE Zip Code: 19808

Phone No.: (800) 227-9770

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Jennison Associates	466 Lexington Ave. New York, NY	6.10%
Blackrock, Inc.	40 East 52nd Street, New York, NY	5.65%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [X] No
If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Samantha Grazier
Name of Authorized Applicant/Holder Representative (please print or type)

Samantha Grazier
Signature

lsccontracts@agilent.com
E-mail address

Contracts Specialist
Title

2/5/13
Date

(303) 662-3529
Phone Number

Subscribed to and sworn before me this 5th day of Feb., 2013.

x Ginger K. Davis
Notary Public Signature

My commission expires: 4/23/2015





COOK COUNTY BOARD OF ETHICS

69 W. WASHINGTON STREET, SUITE 3040

CHICAGO, ILLINOIS 60602

312/603-4304

312/603-9988 FAX 312/603-1011 TT/TDD

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION:

Section 2-582 of the Cook County Ethics Ordinance requires any person or persons doing business with Cook County, upon execution of a contract with Cook County, to disclose to the Cook County Board of Ethics the existence of familial relationships they may have with all persons holding elective office in the State of Illinois, the County of Cook, or in any municipality within the County of Cook.

The disclosure required by this section shall be filed by January 1 of each calendar year or within thirty (30) days of the execution of any contract or lease. Any person filing a late disclosure statement after January 31 shall be assessed a late filing fee of \$100.00 per day that the disclosure is late. Any person found guilty of violating any provision of this section or knowingly filing a false, misleading, or incomplete disclosure to the Cook County Board of Ethics shall be prohibited, for a period of three (3) years, from engaging, directly or indirectly, in any business with Cook County. *Note:* Please see Chapter 2 Administration, Article VII Ethics, Section 2-582 of the Cook County Code to view the full provisions of this section.

If you have questions concerning this disclosure requirement, please call the Cook County Board of Ethics at (312) 603-4304.

Note: A current list of contractors doing business with Cook County is available via the Cook County Board of Ethics' website at:

http://www.cookcountygov.com/taxonomy/ethics/Listings/cc_ethics_VendorList_.pdf

DEFINITIONS:

"Calendar year" means January 1 to December 31 of each year.

"Doing business" for this Ordinance provision means any one or any combination of leases, contracts, or purchases to or with Cook County or any Cook County agency in excess of \$25,000 in any calendar year.

"Familial relationship" means a person who is related to an official or employee as spouse or any of the following, whether by blood, marriage or adoption:

- | | | |
|-----------|-------------------|----------------|
| ▪ Parent | ▪ Grandparent | ▪ Stepfather |
| ▪ Child | ▪ Grandchild | ▪ Stepmother |
| ▪ Brother | ▪ Father-in-law | ▪ Stepson |
| ▪ Sister | ▪ Mother-in-law | ▪ Stepdaughter |
| ▪ Aunt | ▪ Son-in-law | ▪ Stepbrother |
| ▪ Uncle | ▪ Daughter-in-law | ▪ Stepsister |
| ▪ Niece | ▪ Brother-in-law | ▪ Half-brother |
| ▪ Nephew | ▪ Sister-in-law | ▪ Half-sister |

"Person" means any individual, entity, corporation, partnership, firm, association, union, trust, estate, as well as any parent or subsidiary of any of the foregoing, and whether or not operated for profit.

SWORN FAMILIAL RELATIONSHIP DISCLOSURE FORM

Pursuant to Section 2-582 of the Cook County Ethics Ordinance, any person* doing business* with Cook County must disclose, to the Cook County Board of Ethics, the existence of familial relationships* to any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County. Please print your responses.

Name of Owner/Employee: Samantha Grazier Title: Contracts Specialist

Business Entity Name: Agilent Technologies, Inc Phone: (800) 227-9770

Business Entity Address: 2850 Centerville Rd, Wilmington, DE 19808

_____ The following familial relationship exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

Owner/Employee Name:	Related to:	Relationship:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____

If more space is needed, attach an additional sheet following the above format.

There is **no** familial relationship that exists between the owner or any employee of the business entity contracted to do business with Cook County and any person holding elective office in the State of Illinois, Cook County, or in any municipality within Cook County.

To the best of my knowledge and belief, the information provided above is true and complete.

Samantha Grazier
Owner/Employee's Signature

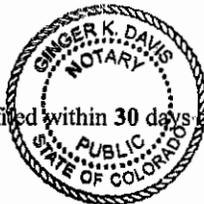
2/5/13
Date

Subscribe and sworn before me this 5th Day of February, 2013

a Notary Public in and for Douglas County

Ginger K. Davis
(Signature)

NOTARY PUBLIC
SEAL



My Commission expires 4/23/2015

Completed forms must be filed within 30 days of the execution of any contract or lease with Cook County and should be mailed to:

Cook County Board of Ethics
69 West Washington Street,
Suite 3040
Chicago, Illinois 60602
Commission No. 20074016152
EXP. 04/23/2015

SIGNATURE BY A SOLE PROPRIETOR
(SECTION 6)

The Undersigned hereby certifies and warrants: that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

FEIN/SSN: _____

COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SOLE PROPRIETOR'S SIGNATURE: _____

PRINT NAME: _____

DATE: _____

Subscribed to and sworn before me this

_____ day of _____, 20_____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

SIGNATURE BY A PARTNERSHIP (AND/OR A JOINT VENTURE)
(SECTION 7)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____ FEIN/SSN: _____

*COOK COUNTY BUSINESS REGISTRATION NUMBER: _____

SIGNATURE OF PARTNER AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF PARTNERSHIP:

*BY: _____

Date: _____

Subscribed to and sworn before me this

_____ day of _____, 20____.

My commission expires:

X _____
Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

SIGNATURE BY A LIMITED LIABILITY CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Procurement Director in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

CONTACT PERSON: _____

FEIN: _____ * CORPORATE FILE NUMBER: _____

MANAGING MEMBER: _____ MANAGING MEMBER: _____

**SIGNATURE OF MANAGER: _____

ATTEST: _____

Subscribed and sworn to before me this

_____ day of _____, 20_____.

X _____
Notary Public Signature

Notary Seal

* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**SIGNATURE BY A CORPORATION
(SECTION 9)**

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Agilent Technologies, Inc.
BUSINESS ADDRESS: 2850 Centerville Rd
Wilmington, DE 19808
BUSINESS TELEPHONE: (800) 227-9770 FAX NUMBER: (302) 633-8953
CONTACT PERSON: Samantha Grazier
FEIN: 77-0518772 *IL CORPORATE FILE NUMBER: 3049-7868

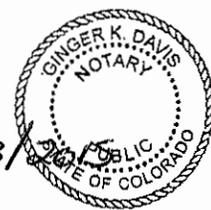
LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Ron Nersesian VICE PRESIDENT: Lon Justice
SECRETARY: Stephen Williams TREASURER: Neil Dougherty
**SIGNATURE OF PRESIDENT: Samantha Grazier

ATTEST: _____ (CORPORATE SECRETARY)

Subscribed and sworn to before me this
5th day of February, 2013.

x Ginger K. Davis
Notary Public Signature

My commission expires: 4/23/2015

Commission No. 20074016152
Notary Seal EXP. 04/23/2015

- * If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.



Agilent Technologies

**SIGNATURE AUTHORIZATION FOR BIDS, QUOTES,
CONTRACTS, BID BONDS AND PERFORMANCE BONDS**

I hereby authorize Samantha Grazier to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies, and other customers or suppliers on behalf of Agilent Technologies, Inc. and affirm that her signature shall be binding on Agilent Technologies, Inc.

Dated: 2/5/2013

David A. Barton
Vice President
Customer Contracts

RESOLVED: That, effective as of January 9, 2012, Didier Hirsch, Neil P. Dougherty, Marie Oh Huber and Stephen D. Williams and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as may be required in connection with such bids and contracts, and each is further empowered to authorize employees of the Company to sign such bids, quotations, leases, contracts and bid and performance bonds.

I, Stephen D. Williams, do hereby certify that I am the duly elected Assistant Secretary of Agilent Technologies, Inc., a Delaware corporation; that the foregoing is a full, true and correct copy of the resolution adopted by the Executive Committee of the Board of Directors of said Company on January 4, 2012; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, Stephen D. Williams, hereby authorize David A. Barton to sign bids, quotes, contracts, bid bonds and performance bonds with government agencies and other customers on behalf of the Company, and to authorize employees of the Company to sign bids, quotations, leases, contracts and bid and performance bonds.

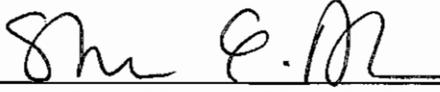
IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Company.

Dated: 2/5/13

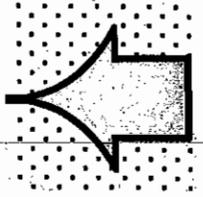

Stephen D. Williams

COOK COUNTY SIGNATURE PAGE
(SECTION 10)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER



DATED AT CHICAGO, ILLINOIS THIS 05 DAY OF April, 2013

IN THE CASE OF A BID PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

12-53-435

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 34,944³³
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Not required

ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104 101909-ALL-GAWX-12-13	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Old Republic Insurance Co</td> <td>24147</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Old Republic Insurance Co	24147	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED AGILENT TECHNOLOGIES, INC. GLOBAL RISK MANAGEMENT 5301 STEVENS CREEK BLVD. M/S 1B-08 SANTA CLARA, CA 95051																					

COVERAGES **CERTIFICATE NUMBER:** SEA-002390081-01 **REVISION NUMBER:** 10

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		MWZY59827	11/01/2012	11/01/2013	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		MWTB21710	11/01/2012	11/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	MWC11794500 All States except: CA, CO, WA, ND, OH & WY	11/01/2012	11/01/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: CONTRACT NO. 12-53-435

CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES SOLELY TO THE EXTENT OF LIABILITIES ASSUMED BY THE INSURED UNDER WRITTEN CONTRACT WITH THEM.

CERTIFICATE HOLDER

COOK COUNTY
118 NORTH CLARK STREET
CHICAGO, IL 60602

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Jennifer D. Loveall

Jennifer D. Loveall

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