

**BIDDER:** Agilent Technologies, Inc.

**CONTRACT FOR SUPPLY**

**DOCUMENT NO. 1428-14002**

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



**AGILENT TECHNOLOGIES MEDICAL EQUIPMENT  
FOR  
THE COOK COUNTY MEDICAL EXAMINER OFFICE**

**WITH: AGILENT TECHNOLOGIES**

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

**APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS**

**JAN 21 2015**

**REQ# 114894**

CONTRACT FOR SUPPLY  
PART I  
AGREEMENT

THIS CONTRACT is 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, herein after the "Contractor".

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

WHEREAS, the Using Department requires **Agilent Technologies medical equipment.**

WHEREAS, the Contractor is able and willing to provide such supplies, hereafter referred to as the "Contract Supplies" 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 effective after proper execution of the contract documents by the County February 1, 2015 through December 31, 2017.

III. PAYMENT

In no case shall such charges exceed the amount of \$ 822,319.00. The County shall have the right to examine the books 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/ SPECIAL CONDITIONS

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

V. ATTACHMENTS

This Contract incorporates the following Documentation:

1. EXHIBIT A – VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL
2. EXHIBIT B- BOARD APPROVAL LETTER

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.

SPECIFICATIONS AND AGREEMENT

The undersigned declares that he has carefully examined the Agreement Form, General and Special Conditions and Specifications identified as Contract Document Number 1428-14002 for Agilent Medical equipment for the Officer of the Medical Examiner Office, 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. The Equipment will be fully delivered, installed, train on usage, maintained, and warranted as specified. Refer to Exhibit A for full details.

For Hardware Support:

The 6530 QTOF LCMS & 7000 GC-MS/MS systems on pages 1-8 of the quote are covered by a 1 Year Silver Advantage Plan

(See *Silver Service Plan Brief & Preventative Maintenance Description - Exhibit A1*).

The 5977 GCMS and 7890 GC systems on pages 8- 16 of the quote are covered by the standard 1 Year Warranty

(See *Exhibit 22X – Exhibit A2*).

For Software Update/PC Recovery/Phone Support:

All systems have the same coverage

(See *Agilent PC Bundle & Software Support Exhibit 22S- Exhibit A3*).

For Training Classes:

The 6530 QTOF LCMS & 7000 GC-MS/MS both come with 4-day training classes

(See Exhibit A4).

The classes will be held at designated locations. Information on the classes are available on-line.

For Agilent 6500 Series:

<http://www.chem.agilent.com/en-US/Training-Events/en-US/R1904A/Pages/default.aspx>

For Agilent 7000 Series:

<http://www.chem.agilent.com/en-US/Training-Events/en-US/R1718A/Pages/default.aspx>

ITEM NO.	UNIT OF MEASURE	QTY	CAT#	DESCRIPTION
1	EA	1	G6530BA	6530 ACCURATE MASS Q-TOF
2	EA	1	G1312B	1260 INFINITY BINARY PUMP
3	EA	1	G1329B	1260 INFINITY STANDARD AUTOSAMPLER
4	EA	1	G1330B	1260 INFINITY THERMOSTAT
5	EA	1	G1316A	1260 INFINITY THERMOSTATED COLUMN COMPARTMENT
6	EA	1	SYS-LM-ATOF	SUPPORT FOR LCMS QTOF SYSTEM - ADVANTAGE SILVER 1ST YEAR
7	EA	1	G7010AA	7000 QUADRUPOLE MS/MS EI SYSTEM
8	EA	1	G3440B	AGILENT 7890B SERIES C CUSTOM
9	EA	1	G4513A	7693A AUTOINJECTOR
10	EA	1	G4520A	7693A TRAY HEATER/MIXER/BAR/BAR CODE
11	EA	1	SYS-GM-QQQ	GCMS TRIPLE QUAD SYSTEM

ITEM NO.	UNIT OF MEASURE	QTY	CAT#	DESCRIPTION
12	EA	3	G7042AA	Agilent 5977A inert MSD with Data System, Performance Turbo Pump
13	EA	3	G3397B	ION GAUGE KIT FOR 5977 MSD
14	EA	1	G3440B	AGILENT 7890B SERIES GC CUSTOM
15	EA	1	G3440B	AGILENT 7890B SERIES GC CUSTOM
16	EA	1	G3440B	AGILENT 7890B SERIES GC CUSTOM
17	EA	3	G4513A	7693A AUTOINJECTOR
18	EA	3	G4520A	7693A TRAY HEATER/MIXER/BAR/BAR CODE
19	EA	3	G1035D	WILEY 10TH WITH NIST 2011 MS LIBRARY
20	EA	3	G1039D	MAURER/PFLEGER/WEBER MS LIBRARY 2011
21	EA	1	G3440B	AGILENT 7890B SERIES C CUSTOM
22	EA	1	G3440B	AGILENT 7890B SERIES C CUSTOM
23	EA	2	G4513A	7693A AUTOINJECTOR
24	EA	2	G4520A	7693A TRAY HEATER/MIXER/BAR/BAR CODE

EXHIBIT "A"

VENDOR'S STATEMENT OF WORK AND PRICING PROPOSAL



**Agilent Technologies**

Peter Koin  
 Cook County  
 Medical Examiner Office  
 2121 W Harrison St  
 CHICAGO IL 60612-3705

## Quotation

Quote No.	Create Date	Delivery Time	Page
1673105	08/04/2014	4 Weeks	1 of 17
Contact		Phone no.	Valid to
Morgan Grimes		847-944-6189	10/03/2014
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			

Q-ToF LCMS, GC-MS/MS, GCMSx3, GC-NPD/NPD & GC-FID/NPD

Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>G6530BA</b> Accurate Mass Q-TOF includes high performance mass spectrometer, data system, MassHunter software, 3 days training class.  With the following configuration: Ship-to Country : USA Installation (44K) Familiarization at Installation (44L) 1 Year SW Update/Phone Assist (44W) Training (44P) 1YR PC Repair Recovery Service (0TP)	1.000 EA	386,437.00 USD	135,252.95-	251,184.05
<b>Item Total</b>				<b>251,184.05</b>
Promotion discount 35.00 %.				



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 Cook County  
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1673105	08/04/2014	4 Weeks	2 of 17
Contact		Phone no.	Valid to
Morgan Grimes		847-944-6189	10/03/2014
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	Discount Amount	Extended Net Price
<b>G1312B</b> 1260 Infinity Binary Pump Maximum pressure 600 bar. Includes binary pump, column, connecting capillaries, solvent cabinet and CAN cable.  With the following configuration: Select bundled column : Porosh 120,EC-C18,3.0x50,2.7um Manual DVD for 1220/1260/1290 : DVD included Add Tool Kit (001) : Tool Kit included Ship-to Country : USA	1.000 EA	18,642.00 USD	5,592.60-	13,049.40
HPLC System Tool Kit	1 EA	309.00 USD	92.70-	216.30
HPLC Starter Kit incl. 0.12mm id cap	1 EA	1,293.00 USD	387.90-	905.10
Agilent Lab Advisor Advanced Software Installation (44K)	1 EA	1,293.00 USD	387.90-	905.10
Familiarization at Installation (44L)				
<b>Item Total</b>				<b>15,075.90</b>

Promotion discount 30.00 %.



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Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	10/03/2014	
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	Discount Amount	Extended Net Price
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<b>G1329B</b> 1260 Infinity Standard Autosampler Features flow-through design up to 600 bar. Includes 100-vial (2mL) tray, CAN cable and 100 uL loop. Optional extended injection range and thermostating.	1.000 EA	12,897.00 USD	3,869.10-	9,027.90
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With the following configuration:

Ship-to Country : USA

Maintenance kit for G1329B SL

Installation (44K)

Familiarization at Installation (44L)

1 EA	412.00 USD	123.60-	288.40
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<b>Item Total</b>			<b>9,316.30</b>
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Promotion discount 30.00 %.

<b>G1330B</b> 1290 Infinity Thermostat Use with 1260/1290 autosampler/Fraction collector/spotter. Features Peltier device to control the temperature with humidity control.	1.000 EA	5,817.00 USD	1,745.10-	4,071.90
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With the following configuration:

Ship-to Country : USA

Installation (44K)

<b>Item Total</b>			<b>4,071.90</b>
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Promotion discount 30.00 %.



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Contact		Phone no.	Valid to
Morgan Grimes		847-944-6189	10/03/2014
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	Discount Amount	Extended Net Price
<b>G1316A</b> 1260 Infinity Thermostatted Column Compartment. Two separate heat exchangers for solvent pre-heating up to 80 degree C.  With the following configuration: Ship-to Country : USA	1.000 EA	3,819.00 USD	1,145.70-	2,673.30
2 Position/6 Port Valve Installation (44K)	1 EA	2,219.00 USD	665.70-	1,553.30
<b>Item Total</b>				<b>4,226.60</b>
Promotion discount 30.00 %.				
<b>SYS-LM-QTOF</b> Support for: LCMS QTOF System  With the following configuration: Ship-to Country : USA	1.000 EA			
Advanlaga Silver 1st year uplift	1 EA	7,608.00 USD	760.80-	6,847.20
<b>Item Total</b>				<b>6,847.20</b>
Special discount of 10.00 % is applied.				



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Morgan Grimes		847-944-6189	10/03/2014
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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
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<b>G7010AA</b> 7000 Quadrupole MS/MS EI System	1.000 EA	198,845.00 USD	59,653.50-	139,191.50
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With the following configuration:  
 Ship-to Country : USA  
 Installation (44K)  
 Familiarization at Installation (44L)  
 1 Year SW Update/Phone Assist (44W)  
 Training (44P)

<b>Item Total</b>	<b>139,191.50</b>
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Promotion discount 30.00 %.



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Morgan Grimes	847-944-6189	10/03/2014	
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	Discount Amount	Extended Net Price
<b>G3440B</b> Agilent 7890B Series GC Custom. includes LAN interface, 7693 interface .20-ramp oven programming, 6 heated zones, 2 analog out, keyboard and display pressure setpoints to 0.001psi (0-99 psi)  With the following configuration: Ship-to Country : USA Country of Origin : China	1.000 EA	13,197.00 USD	3,959.10-	9,237.90
Capillary S/Sl inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Mass Spectrometer Detector Interface	1 EA	1,958.00 USD	587.40-	1,370.60
Three channels of auxiliary EPC	1 EA	2,347.00 USD	704.10-	1,642.90
Factory plumbing For quick installation	1 EA	448.00 USD	134.40-	313.60
Oven exhaust deflector	1 EA	158.00 USD	47.40-	110.60
Purged Union, Backflush Ready	1 EA	1,783.00 USD	534.90-	1,248.10
Installation (44K)	1 EA	1,382.00 USD	414.60-	967.40
Familiarization at Installation (44L)	1 EA	823.00 USD	246.90-	576.10
<b>Item Total</b>				<b>18,283.30</b>

Promotion discount 30.00 %.



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Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	10/03/2014	
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	Discount Amount	Extended Net Price
<b>G4513A</b> 7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and solvent bottles. 100% higher sample capacity than G2913A.	1.000 EA	6,540.00 USD	1,962.00-	4,578.00
With the following configuration:				
Ship-to Country : USA				
Installation (44K)	1 EA	318.00 USD	95.40-	222.60
Familiarization at Installation (44L)	1 EA	219.00 USD	65.70-	153.30
			<b>Item Total</b>	<b>4,953.90</b>
Promotion discount 30.00 %.				
<b>G4520A</b> 7693A Tray with Heater/Mixer/Bar Code	1.000 EA	9,074.00 USD	2,722.20-	6,351.80
With the following configuration:				
Ship-to Country : USA				
Installation (44K)	1 EA	435.00 USD	130.50-	304.50
Familiarization at Installation (44L)	1 EA	219.00 USD	65.70-	153.30
			<b>Item Total</b>	<b>6,809.60</b>
Promotion discount 30.00 %.				



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Morgan Grimes		847-944-6189	10/03/2014
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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
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**SYS-GM-QQQ** 1.000 EA  
 GCMS Triple Quad System

With the following configuration:  
 Ship-to Country : USA

Advantage Silver 1st year uplift 1 EA 3,420.00 USD 342.00- 3,078.00

**Item Total 3,078.00**

Special discount of 10.00 % is applied.

**G7042AA** 3.000 EA 68,672.00 USD 61,804.80- 144,211.20  
 Agilent 5977A inert MSD with Data System, Performance Turbo Pump and Inert EI Source

With the following configuration:  
 Ship-to Country : USA  
 Select MassHunter Familiarization Installation (44K)  
 Familiarization at Installation (44L)  
 1 Year Phone Assist (44W)

**Item Total 144,211.20**

Promotion discount 30.00 %.



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Morgan Grimes		847-944-6189	10/03/2014
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	Discount Amount	Extended Net Price
<b>G3397B</b> Ion Gauge Kit for 5977 MSD.	3.000 EA	1,686.00 USD	1,517.40-	3,540.60
With the following configuration: Ship-to Country : USA				
Installation (44K)	3 EA	562.00 USD	505.80-	1,180.20
<b>Item Total</b>				<b>4,720.80</b>
Promotion discount 30.00 %.				
<b>G3440B</b> Agilent 7890B Series GC Custom. includes LAN interface, 7693 interface .20-ramp oven programming, 6 heated zones, 2 analog out, keyboard and display pressure setpoints to 0.001psi (0-99 psi)	1.000 EA	13,197.00 USD	3,959.10-	9,237.90
With the following configuration: Ship-to Country : USA Country of Origin : China				
Capillary S/SI inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Mass Spectrometer Detector Interface	1 EA	1,958.00 USD	587.40-	1,370.60
Factory plumbing For quick installation	1 EA	448.00 USD	134.40-	313.60
Oven exhaust deflector	1 EA	158.00 USD	47.40-	110.60
Installation (44K)	1 EA	1,382.00 USD	414.60-	967.40
<b>Item Total</b>				<b>14,816.20</b>
Promotion discount 30.00 %.				



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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>G3440B</b> Agilent 7890B Series GC Custom. includes LAN interface, 7693 interface ,20-ramp oven programming, 6 heated zones, 2 analog out, keyboard and display pressure setpoints to 0.001psi (0-99 psi)	1.000 EA	13,197.00 USD	3,959.10-	9,237.90
With the following configuration:				
Ship-to Country : USA				
Country of Origin : China				
Capillary S/SI inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Mass Spectrometer Detector Interface	1 EA	1,958.00 USD	587.40-	1,370.60
Factory plumbing For quick installation	1 EA	448.00 USD	134.40-	313.60
Oven exhaust deflector	1 EA	158.00 USD	47.40-	110.60
Installation (44K)	1 EA	1,382.00 USD	414.60-	967.40
<b>Item Total</b>				<b>14,816.20</b>

Promotion discount 30.00 %.



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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>G3440B</b> Agilent 7890B Series GC Custom. includes LAN interface, 7693 interface ,20-ramp oven programming, 6 heated zones, 2 analog out, keyboard and display pressure setpoints to 0.001psi (0-99 psi)  With the following configuration: Ship-to Country : USA Country of Origin : China	1.000 EA	13,197.00 USD	3,959.10-	9,237.90
Capillary S/SI inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Mass Spectrometer-Detector Interface	1 EA	1,958.00 USD	587.40-	1,370.60
Factory plumbing For quick installation	1 EA	448.00 USD	134.40-	313.60
Oven exhaust deflector	1 EA	158.00 USD	47.40-	110.60
Installation (44K)	1 EA	1,382.00 USD	414.60-	967.40
<b>Item Total</b>				<b>14,816.20</b>

Promotion discount 30.00 %.



**Agilent Technologies**

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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	Discount Amount	Extended Net Price
<b>G4513A</b> 7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC. 10ul syringe, and solvent bottles. 100% higher sample capacity than G2913A.	3.000 EA	6,540.00 USD	5,886.00-	13,734.00
With the following configuration: Ship-to Country : USA Installation (44K)	3 EA	318.00 USD	286.20-	667.80
		<b>Item Total</b>		<b>14,401.80</b>
Promotion discount 30.00 %.				
<b>G4520A</b> 7693A Tray with Heater/Mixer/Bar Code	3.000 EA	9,074.00 USD	8,166.60-	19,055.40
With the following configuration: Ship-to Country : USA Installation (44K)	3 EA	435.00 USD	391.50-	913.50
		<b>Item Total</b>		<b>19,968.90</b>
Promotion discount 30.00 %.				



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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>G1035D</b> Wiley 10th with NIST 2011 MS Library Includes Combined Wiley and NIST Libraries on both NIST and Agilent format plus NIST MSSearch and AMDIS applications  With the following configuration: Ship-to Country : USA	3.000 EA	15,084.00 USD	9,050.40-	36,201.60
Installation (44K)	3 EA	346.00 USD	207.60-	830.40
<b>Item Total</b>				<b>37,032.00</b>
Promotion discount 20.00 %.				
<b>G1039D</b> Maurer/Pfleger/Weber MS Library 2011. Contains 8650 mass spec data sets of Drugs, Poisons, Pesticides, Pollutants and their Metabolites. Includes CD-ROM and print volumes.	3.000 EA	11,582.00 USD	6,949.20-	27,796.80
<b>Item Total</b>				<b>27,796.80</b>
Promotion discount 20.00 %.				



# Quotation

Peter Koin  
 Cook County  
 Medical Examiner Office  
 2121 W Harrison St  
 CHICAGO IL 60612-3705

Quote No.	Create Date	Delivery Time	Page
1673105	08/04/2014	4 Weeks	14 of 17
Contact	Phone no.	Valid to	
Morgan Grimes	847-944-6189	10/03/2014	
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	Discount Amount	Extended Net Price
<b>G3440B</b> Agilent 7890B Series GC Custom. includes LAN interface, 7693 interface ,20-ramp oven programming, 6 heated zones, 2 analog out, keyboard and display pressure setpoints to 0.001psi (0-99 psi)  With the following configuration: Ship-to Country : USA Promotion No. : Promotion #8591 Country of Origin : China	1.000 EA	13,197.00 USD	3,959.10-	9,237.90
Capillary S/SI Inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Capillary S/SI inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
FID w/EPC, for capillary column only	1 EA	4,023.00 USD	1,206.90-	2,816.10
Capillary NPD with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Factory plumbing For quick installation	1 EA	448.00 USD	134.40-	313.60
Oven exhaust deflector	1 EA	158.00 USD	47.40-	110.60
Installation (44K)	1 EA	1,382.00 USD	414.60-	967.40
<b>Item Total</b>				<b>21,893.90</b>

Promotion discount 30.00 %.



# Quotation

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1673105	08/04/2014	4 Weeks	15 of 17
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Product/Description	Qty/Unit	Unit List Price	Discount Amount	Extended Net Price
<b>G3440B</b> Agilent 7890B Series GC Custom. includes LAN interface, 7693 interface ,20-ramp oven programming, 6 heated zones, 2 analog out, keyboard and display pressure setpoints to 0.001psi (0-99 psi)	1.000 EA	13,197.00 USD	3,959.10-	9,237.90
With the following configuration: Ship-to Country : USA Promotion No. : Promotion #8591 Country of Origin : China				
Capillary S/SI inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Capillary S/SI inlet with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Capillary NPD with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Capillary NPD with EPC	1 EA	4,023.00 USD	1,206.90-	2,816.10
Factory plumbing For quick installation	1 EA	448.00 USD	134.40-	313.60
Oven exhaust deflector	1 EA	158.00 USD	47.40-	110.60
Installation (44K)	1 EA	1,382.00 USD	414.60-	967.40
<b>Item Total</b>				<b>21,893.90</b>

Promotion discount 30.00 %.



**Agilent Technologies**

Peter Koin  
 Cook County  
 Medical Examiner Office  
 2121 W Harrison St  
 CHICAGO IL 60612-3705

## Quotation

Quote No.	Create Date	Delivery Time	Page
1673105	08/04/2014	4 Weeks	16 of 17
Contact		Phone no.	Valid to
Morgan Grimes		847-944-6189	10/03/2014
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	Discount Amount	Extended Net Price
<b>G4513A</b> 7693A Autoinjector Includes transfer turret, 16-sample turret, mounting post, parking post for GC, 10ul syringe, and solvent bottles. 100% higher sample capacity than G2913A.	2.000 EA	6,540.00 USD	3,924.00-	9,156.00
With the following configuration:				
Ship-to Country : USA				
Installation (44K)	2 EA	318.00 USD	190.80-	445.20
<b>Item Total</b>				<b>9,601.20</b>
Promotion discount 30.00 %.				
<b>G4520A</b> 7693A Tray with Heater/Mixer/Bar Code	2.000 EA	9,074.00 USD	5,444.40-	12,703.60
With the following configuration:				
Ship-to Country : USA				
Installation (44K)	2 EA	435.00 USD	261.00-	609.00
<b>Item Total</b>				<b>13,312.60</b>
Promotion discount 30.00 %.				
<b>Gross Amount</b>				<b>: \$ 1,187,618.00</b>
<b>Total Discount</b>				<b>: \$ 365,298.05</b>
<b>Net Amount</b>				<b>: \$ 822,319.95</b>
<b>Total</b>				<b>: \$ 822,319.95</b>



# Quotation

Peter Koin  
Cook County  
Medical Examiner Office  
2121 W Harrison St  
CHICAGO IL 60612-3705

Quote No.	Create Date	Delivery Time	Page
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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](mailto: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 #.

EXCLUSIVE OFFERS FOR NEW INSTRUMENT CUSTOMERS, go to [www.agilent.com/chem/exclusiveoffers](http://www.agilent.com/chem/exclusiveoffers)

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:

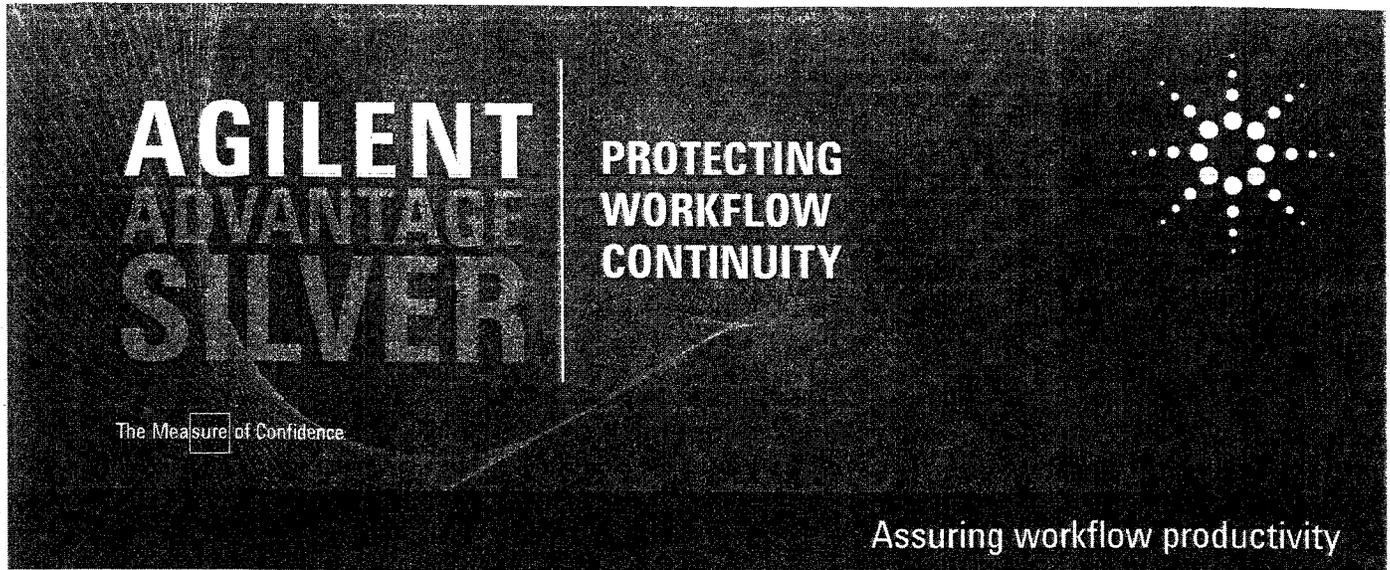
- Pricing: Web prices are provided only for the U.S. in U.S. dollars. All phone prices are in local currency and for end use. Applicable local taxes are applied.
- All Sales Tax is subject to change at the time of order.
- Shipping and Handling Charges: Orders with a value less than \$4000 or those requiring 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.



## Comprehensive coverage for dependable laboratory operations

Agilent Advantage Silver offers one convenient plan with all the coverage you need to ensure reliable instrument performance and optimum workflow efficiency, including:

- All-inclusive repair for rapid problem resolution, with minimal disruptions to your lab operations
- Scheduled preventive maintenance to ensure peak performance
- Real-time remote diagnostics and predictive support technology, with detailed asset reporting, to optimize instrument availability and workflow efficiency

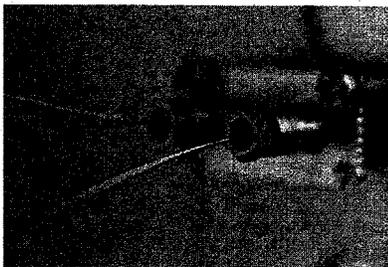
You can count on world-class service from Agilent. We complete more than 85% of service calls the first day, and have a 98% satisfaction rate among customers worldwide.<sup>1</sup>

## Service Plans for Systems

The Agilent Advantage Silver plan provides fully integrated service coverage for all of the modules that make up your analytical system. Like all Agilent Service plans, Advantage Silver gives you the peace of mind that comes with full system coverage.

## Value you can count on

Agilent Advantage Silver has the right mix of services to maximize uptime and optimize your laboratory workflows. Best of all, you save up to 10% over purchasing repair and maintenance services separately—making it an excellent value for your lab.



**Agilent Technologies**

## Exhibit A1 - Silver Service Plan Brief

**Agilent Advantage Silver** helps you optimize workflow productivity with:

**Preferred Response** – Fast response over time and materials calls to resolve your service needs.

**On-Site Repair Visits\*** – Minimize downtime with unlimited, on-demand hardware service visits. Coverage includes travel and labor.

**Parts Required for Repair** – Rest assured that genuine Agilent repair parts are covered under the cost of your plan.

**Consumables/Supplies Required for Repair\*\*** – Know that normal wear-and-tear items such as liners, seals and tubing are also included when needed for repair.

**Annual On-Site Preventive Maintenance** – Keep your systems operating at peak performance for sensitive, high-precision analysis, and reduce the likelihood of instrument failure by up to 25%.

**Hardware and Software Telephone Support** – Don't hesitate to call us whenever you need technical hardware or software support.

**Agilent Remote Advisor-Assist\*\*\*** – Speed up repairs with single-click service requests and remote diagnosis. More than 60% of service calls can be resolved immediately.

**Agilent Remote Advisor-Report\*\*\*** – Gain insights into inventory, system configuration, usage and utilization with detailed, on-demand reports that you can use to improve capacity planning and maximize workflow efficiency.

**Agilent Remote Advisor-Alert\*\*\*** – Text and email notifications alert you the moment instruments require attention. As a result, you can take action before breakdowns occur, preventing costly downtime and workflow interruptions.

**Agilent Service Guarantee** – Enjoy total peace of mind with a 100% repair coverage guarantee. If we cannot fix an Agilent instrument covered by our service agreement, we'll replace it.

<sup>1</sup> Satisfaction with service engineers as reported in the Agilent customer satisfaction survey, 2007.

\* Except for instruments which only offer Instrument Exchange or Return to Agilent Repair.

\*\* Per local parts replacement policy.

\*\*\* Where available. Installation required. Installation fees waived when connecting minimum number of systems



### Optional Compliance Services

Keep your lab compliant and receive a discount on Agilent's Number One-ranked compliance services when you bundle Operational Qualification (OQ) or Repair Qualification (RQ) services with your Advantage Silver Plan.

### CONTACT AGILENT SALES AND SERVICE CENTERS

Australia – Tel: 1-800-802-402

Brazil – Tel: 0800-7281405

Canada – Tel: 800-227-9770

China – Tel: +86-10-64397888

France – Tel: 0810 446 446

Germany – Tel: 0800-603 1000

India – Tel: 1-800 180 1517

Italy – Tel: 1-800 012 575

Japan – Tel: 0120-477-111 or  
042-656-7882

Korea – Tel: 080-004-5090

Mexico – Tel: + 52 55 1253 2000 or  
01 800 506 4800

Russia – Tel: 8 800 500 92 27

Spain – Tel: 901 11 68 90

United Kingdom – Tel: 0845 712 5292

United States – Tel: 800-227-9770

For more information about Agilent Advantage Silver and other Agilent Services, please call your local Agilent Representative or visit [www.agilent.com/chem/services](http://www.agilent.com/chem/services)

Information, descriptions and specifications in this publication are subject to change without notice.

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Published in USA, August 28, 2014  
5989-9562EN

Revision 1.3



Increase reliability, maximize productivity, and  
extend instrument life.

## AGILENT PREVENTIVE MAINTENANCE SERVICES

Standard and Enhanced Offerings to meet  
your needs

The Measure of Confidence



**Agilent Technologies**

AGILENT SERVICES & SUPPORT

INCREASE RELIABILITY, MAXIMIZE PRODUCTIVITY AND  
EXTEND INSTRUMENT LIFE

Studies show that 60% of instrument failures can be traced to a single cause – lack of preventive maintenance\*. These studies also show that failure rates decrease by up to 25% for all mechanical systems when a laboratory implements a preventive maintenance program.

That's why it pays to have experienced, highly trained service engineers regularly clean your instrument and perform the vital system checks that maintain the reliability and sensitivity of your instruments. You'll increase uptime, maximize productivity and extend your instruments' life.

At Agilent we carefully tailor our preventive maintenance services to match **your instruments, your industry, and your particular needs**. So take a moment now to review the services detailed on the following pages. Then speak to your Agilent Representative about implementing the services that are designed to maximize your laboratory productivity.

### GC Preventive Maintenance Service

Designed to keep Agilent GCs performing at the highest levels of reliability and sensitivity, this service includes:

- **Inspection:** Perform general inspection of the complete system.
- **System Cleaning:** Remove dust from fans and vent covers, inspect and clean inlet and detector where applicable.
- **Leak Test:** Perform inlet pressure decay test.
- **Autosampler Maintenance:** Inspect cabling and configuration setting. Inspect and clean syringe and all fans.
- **Verification:** Re-establish normal operating conditions, check and record detector offset. Perform chemical checkout.
- **Documentation:** Record maintenance in instrument service logs.

### Enhanced GC Preventive Maintenance Service

Created especially for GCs equipped with the headspace sampler, it includes all GC Preventive Maintenance items, plus the following additional maintenance on the headspace sampler:

- **Replace Flow Path Components:** Tubing assembly, union, sample probe, and loop.
- **System Cleaning:** Vacuum dust from pneumatic compartment, clean 6-port valve sensor.

### GC/MS Preventive Maintenance Service

This service includes all of the steps listed above for GC preventive maintenance, as well as:

- **Source Cleaning:** Remove and clean the Mass Spec ion source.
- **Vacuum System Maintenance:** Inspect vacuum pumps, and replace mechanical/diffusion pump oil.
- **Vacuum System Verification:** Establish vacuum and verify pressure. Perform system auto-tune.

\*Based on Agilent service and repair studies.

AGILENT SERVICES & SUPPORT

### ICP/MS Preventive Maintenance Service

This service includes:

- **Inspection:** Perform general inspection of the complete system.
- **System Cleaning:** Remove covers and clean dust from fans and vent covers.
- **Pump Maintenance:** Replace oil mist filter, drain and replace mechanical pump oil. Verify proper pump operation.
- **Ion Lens Cleaning:** Remove and clean surfaces of the ion lens. Sonicate ion lens parts.
- **Vacuum System Maintenance:** Inspect vacuum hoses and exhaust tubes for possible problems. Check pump for evidence of leakage.
- **Verification:** Check quadropole matching. Replace octopole and perform octopole matching. Perform system auto-tune.
- **Documentation:** Record maintenance in instrument service logs.

### LC Preventive Maintenance Service

This service includes:

- **Inspection:** Perform general inspection of the complete system.
- **System Cleaning:** Remove dust from fans and vent covers.
- **LC Pump Maintenance:** Replace pump head seal, purge valve seal, and filter assembly frits. Perform wear-in procedure and leak test.
- **Sampler Maintenance:** Replace rotor seal and needle seat assembly. Clean and inspect sampler and perform pressure test.
- **Column Maintenance:** Replace column switching valve rotor seal. Perform pressure test.
- **Valve Maintenance:** Replace rotor seal. Inspect valve fittings and capillaries for leaks.
- **Detector Maintenance:** Inspect flow cell for leaks and verify performance.
- **Fraction Collector Maintenance:** Replace tubing. Clean and inspect ALS thermostat.
- **Verification:** Prime system and run test injection.
- **Documentation:** Record maintenance in instrument service logs.



### LC/MS Preventive Maintenance Service

This service includes all the steps listed above for LC preventive maintenance, as well as:

- **Source Cleaning:** Remove and clean the Mass Spec ion source.
- **Vacuum System Maintenance:** Inspect vacuum pumps, and replace mechanical pump oil.
- **Vacuum System Verification:** Establish vacuum and verify pressure. Perform system auto-tune.

### Enhanced LC and LC/MS Preventive Maintenance Service

Designed exclusively for Agilent 1100 and 1200 series LCs and LC/MSs equipped with these LCs. Includes all LC Preventive Maintenance items, as well as:

- **Enhanced LC Pump Maintenance:** Replace outlets, outlet caps, sieves for outlet valves, active inlet valve cartridge, sapphire pistons, plunger seals, glass solvent inlet filters, and support seal assemblies.
- **Autosampler Maintenance:** Replace stator face assembly and isolation seal.
- **Detector Maintenance:** Replace deuterium lamp. Install standard flow cell kit.

## Exhibit A1 - Preventative Maintenance Description

### Interim LC and LC/MS Preventive Maintenance

Depending on your usage and sample types, Agilent also recommends Interim Preventive Maintenance to inspect your vacuum system and replace pump oil between annual maintenance services.

### Enhance your instruments' reliability

Get more information regarding the many benefits of Agilent Preventive Maintenance. Or learn how Agilent's full portfolio of Service and Support solutions can help you achieve the highest accuracy and productivity at [www.agilent.com/chem/services](http://www.agilent.com/chem/services)



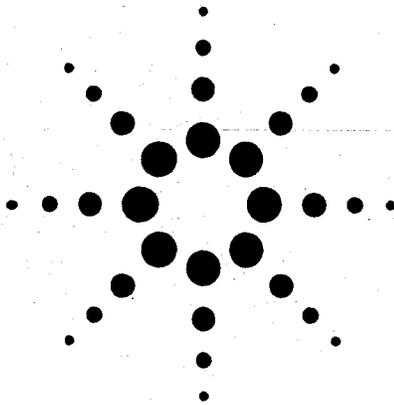
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Published in the USA. March 20, 2014  
5990-4861EN

Revision 1.0



**Agilent Technologies**



## **Agilent Technologies, Inc. – Life Sciences and Chemical Analysis Support Services: Repair Service/Extended Warranty, Agilent Advantage and CrossLab Service Plans**

### **Exhibit 22X**

Agilent Technologies' Life Sciences and Chemical Analysis Repair Service/Extended Warranty and Agilent Advantage and CrossLab Service Plans are governed by this Exhibit and the Agilent Service Terms (E16S).

#### **Repair Service/Extended Warranty, Agilent Advantage and CrossLab Service Plans**

Repair Service/Extended Warranty, Agilent Advantage and CrossLab Service Plans include defined combinations of Agilent services, which Customers may not substitute. The following service bundles are available from Agilent, on supported products:

**Repair Service/Extended Warranty (R-28D).** Repair Service/Extended Warranty provides warranty-level service coverage on supported instruments. Services include: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included.

**Agilent Advantage and CrossLab Bronze (R-28C).** Service includes: Telephone Support to Isolate and

Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor service is also included.

**Agilent Advantage and CrossLab Bronze - Government/Academia (R-29C).** The Agilent Advantage and CrossLab Bronze – Government/Academia service plan is only available to Government and Academia customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems and On-site Hardware Troubleshooting and Repair with No Guaranteed Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair are included. Upon availability, the Agilent Remote Advisor-Assist service is also included. Agilent reserves the right to substitute Service Center Repair for On-site service as deemed necessary.

**Agilent Advantage and CrossLab Silver (R-28R).** Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair, and On-site Hardware Troubleshooting

and Repair with Standard Response time. All labor, travel costs, and service parts, including Consumable Parts Required for Repair, are included. Additionally included are one Preventive Maintenance, and upon availability, Agilent Remote Advisor is also included.

**Modules for Service Center Repair.** Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

**Agilent Advantage Silver with Classic OQ (R-28S).** Services include: services defined in the Agilent Advantage and CrossLab Silver (R-28R) section above and furthermore one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass.

**Agilent Advantage Silver with Classic OQ and RQ (R-28T).** Services include: services defined in the Agilent Advantage and CrossLab Silver (R-28R) above and furthermore one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass, and Classic Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.



Exhibit A2 - Agilent Support Services Exhibit 22X

**Agilent Advantage and CrossLab Silver with Enterprise OQ (R-28U).** Services include: services defined in the Agilent Advantage and CrossLab Silver (R-28R) above and furthermore one Agilent Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass.

**Agilent Advantage and CrossLab Silver Enterprise OQ and RQ (R-28V).** Services include: services defined in the Agilent Advantage and CrossLab Silver (R-28R) above and furthermore one Agilent Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass, and Enterprise Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

**Agilent Advantage Silver with Software (R-28W).** Services include: services defined in the Agilent Advantage and CrossLab Silver (R-28R) above and furthermore workstation Software Media Updates.

**Agilent Advantage and CrossLab Gold (R-28E).** Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, Service Center Repair\* and On-site Hardware Troubleshooting and Repair with Priority Response time. All labor, travel costs, service parts, including Consumable Parts Required for Repair are included. Discount on overtime repair services provided. Additionally included are one Preventive Maintenance, and upon availability: Agilent Remote Advisor-Assist, Agilent Remote Advisor-Report, and Agilent Remote Advisor-Alert.

**Agilent Advantage Gold with Classic OQ (R-28F).** Service includes: services defined in the Agilent Advantage and CrossLab Gold (R-28E) above and furthermore one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass.

**Agilent Advantage Gold with Classic OQ and RQ (R-28G).** Services include: services defined in the Agilent Advantage and CrossLab Gold (R-28E) section above and furthermore only one Agilent Classic Edition Operational Qualification (OQ/PV) event which is guaranteed to pass, and Classic Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

**Agilent Advantage and CrossLab Gold with Enterprise OQ (R-28H).** Services include: services defined in the Agilent Advantage and CrossLab Gold (R-28E) section above and furthermore one Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass.

**Agilent Advantage and CrossLab Gold with Enterprise OQ and RQ (R-28J).** Services include: services defined in the Agilent Advantage and CrossLab Gold (R-28E) section above and furthermore one Agilent Enterprise Edition Operational Qualification (OQ) event which is guaranteed to pass, and Enterprise Edition Repair Qualification (RQ) which allows for unlimited number of re-qualifications after a repair within the contract period.

**Module Repair (R-28X).** Service coverage for individual module only. Service includes: Telephone Support to Isolate and Resolve Hardware Problems, and On-site Hardware Troubleshooting and Repair with Standard Response time according to the defined warranty repair strategy for the specific hardware system or module. All labor, travel costs, and repair service parts are included. Certain hardware components may require return to Agilent services at an Agilent Service Center Repair.

**Repair Service/Extended Warranty Mass Spec Only (R-29D).** Service includes: services defined in the Repair Service/Extended Warranty section above for the Mass Spec component of supported GCMS or LCMS systems. No service is performed on the front-end components.

**Agilent Advantage and CrossLab Bronze Mass Spec Only (R-29B).** Services include: services defined in the Agilent Advantage and CrossLab Bronze (R-28C) section above, for the Mass Spec component of supported GCMS or LCMS systems. No service is performed on the front-end components.

## Exhibit A2 - Agilent Support Services Exhibit 22X

### **Agilent Advantage and CrossLab Repair and Maintenance – Government/ Academia (R-29R).**

The Agilent Advantage and CrossLab Repair and Maintenance – Government/Academia Service plan is only available to Government (Country/State/Local) and Academia (College/University) customers. Service includes: Telephone Support to Isolate and Resolve Hardware and Software Problems, On-site Hardware Troubleshooting and Repair with No Guaranteed Response time. All labor and travel costs are included. Parts and Consumables required for repair are not included and must be purchased from Agilent. Only one Preventive Maintenance is included. Upon availability: the Agilent Remote Advisor service is included.

**Agilent Advantage and CrossLab Silver with Functional Verification (R-26X).** Services include: services defined in the Agilent Advantage and CrossLab Silver (R-28R) section above and furthermore one Agilent Functional Verification testing event within the contract period. Only one Preventive Maintenance is included.

**Agilent Advantage and CrossLab Gold with Functional Verification (R-26W).** Services include: services defined in the Agilent Advantage and CrossLab Gold (R-28E) section above and furthermore one Agilent Functional Verification testing event within the contract period. Only one Preventive Maintenance is included.

\* Service center repair option available only for products that specify this repair method or in cases where this option is mutually beneficial to customer and Agilent.

### **Service Definitions**

#### **Service Definitions for All Repair Service/Extended Warranty and Advantage Service Plans**

**Telephone Support to Isolate and Resolve Hardware and Software Problems.** Includes telephone access to Agilent for the specific purpose of isolating and resolving hardware problems. If software phone support is specified, also includes telephone access for the specific purpose of isolating and resolving software problems. Software phone support covers only the single instance of the Agilent workstation software controlling the covered instrument system. Excludes client-server database software and Informatics software. May include software support from vendors other than Agilent for Multi-Vendor Services arrangements.

**On-site Hardware Troubleshooting and Repair.** Includes diagnosis and correction of product malfunctions and failures at the Customer site. Repair is provided uninterrupted, unless Agilent determines that additional parts or resources are required. In such case, Agilent will interrupt repair services and will resume as soon as the parts or resources are available. The repair may consist of temporary procedures that Customer must follow while a permanent solution is developed.

**Consumable Parts Required for Repair.** Certain supplies and consumable parts may be required as part of repair or the diagnosing of instrument or product problems. Information about supplies and consumable parts, including the applicable limitations on the quantity needed during repair or services, are defined at [www.agilent.com/chem/svconsumables](http://www.agilent.com/chem/svconsumables)

Unless otherwise stated, the quantity of such items included in contractual coverage is limited to the amount necessary to return the instrument to normal operation.

**Service Center Repair.** Includes diagnosis and correction of product malfunctions and failures at local Agilent Service Centers. Agilent may install engineering improvement modifications, when applicable, and perform services such as cleaning, adjusting, lubricating, inspecting or testing. Repaired products are re-tested and certified to verify proper operation. All required labor, parts and materials are included. Replaced parts become the property of Agilent.

**Preventive Maintenance.** Includes replacement of specific parts, cleaning, adjusting, lubricating, inspecting or testing system procedures. Agilent may also perform routine operational maintenance procedures. Labor and parts required to perform Agilent's preventive maintenance procedures and travel to Customer's site once during the coverage period are included. Preventive Maintenance is performed according to Agilent-recommended procedures upon a mutually agreed schedule, or coincident with purchased instrument calibration or operational qualification service. Instrument specific maintenance procedure checklists are available from Agilent upon request.

**Classic Edition Operational Qualification.** Determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent Classic Edition Operational Qualification (OQ/PV) procedure and methodology. Service is provided annually.

**Classic Edition Repair Qualification.**

Uses Agilent Classic Edition procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.

**Enterprise Edition Operational Qualification.** Determines operational performance using a chemical test sample kit of known concentration on chromatography instruments via Agilent Enterprise Edition Operational Qualification (OQ) procedure and methodology. The service is compatible with all Agilent instruments, and selected non-Agilent products. Service is provided annually.

**Enterprise Edition Repair Qualification.** Uses Agilent Enterprise Edition procedures and testing methodology to test that a system is performing to Agilent's operational specification after repair. The service is provided after repair of system components that may impact system operational performance.

**Agilent Remote Advisor-Assist.** Enables Customer to open a service request by clicking the Push for Help icon on connected systems. The Push for Help request is acknowledged within one (1) hour and Customer receives a call back within four (4) hours from Agilent to isolate and resolve hardware issues. Additionally, enables Customer to open a secure Real-time Collaboration session with Agilent for live remote diagnostics and assistance. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

**Agilent Remote Advisor-Report.** Provides instrument configuration, availability and utilization reporting information for connected systems in hardcopy form or via access to secure web-based reporting portal. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

**Agilent Remote Advisor-Alert.** Allows Customer to set text or email alerts to notify Customer when instrument maintenance thresholds are reached or when the instrument requires user interaction. This feature not available for all systems. Remote Advisor features require installation; installation charges may apply.

**Overtime Service.** Overtime is defined as support delivered outside or extending beyond normal business hours of 8:00 AM to 16:00 PM local time Monday through Friday except local holidays (may vary by country).

**Response Time.** Response time is measured in elapsed coverage days from the day the service request is received to the day Agilent arrives at Customer's site. Standard Response time varies depending on the distance from an Agilent office. The travel zone distance varies by country. Priority Response time is defined as Standard Response time minus one day. Priority response is not applicable in countries where standard response is one day.

**Software Media Updates.** At Agilent's discretion, software updates and documentation may be delivered automatically to Customer's site or provided via website portals, where available. Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software. Note: Only Agilent Advantage Silver with Software service includes media updates.

**Service Prerequisites**

**Applicable for Agilent Advantage and CrossLab Service Plans:**

**Recommended Modifications, Reliability, and Performance Enhancements.** Agilent may make recommended modifications at Agilent's expense to improve instrument serviceability or reliability, to comply with legal requirements, or to enhance performance of Customer's instruments, covered by Agilent service agreements. Any such changes are made during the period of coverage according to a mutually agreed upon schedule or coincident with instrument repair.

**Applicable for Qualification Services:**

**Preventive Maintenance.** A preventive maintenance procedure when recommended by manufacturer may be performed prior to qualification services at customer's expense unless otherwise covered by service agreement.

**Applicable for Software Support Services:**

**General.** Agilent provides telephone support only for software that Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for current software version and for last previous version for a minimum of one (1) year from the date of last availability. If support coverage lapses, additional fees may apply.

## Exhibit A2 - Agilent Support Services Exhibit 22X

**Designated Callers.** Customer must identify one primary and one alternate caller, both of whom have completed appropriate Agilent training courses or have equivalent experience operating the applicable Agilent Life Sciences and Chemical Analysis instruments or Informatics Systems.

**Telephone Access.** Customer must provide a telephone near the system or at another mutually agreed location, which allows Customer to perform software operations required during problem resolution.

**Diagnostic and Maintenance Software.** Customer must allow Agilent to reside Agilent system and network diagnostic and maintenance programs on Customer's system or site for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, Customer may be asked to assist Agilent in running such programs, which are the sole property of Agilent and Agilent may remove them when the support contract ends.

### Customer Responsibilities

#### ***Customer Responsibilities for All Repair Service/Extended Warranty and Advantage Service Plans***

**Operating and Maintenance Procedures.** Customer must follow the operating and maintenance procedures specified in the applicable instrument documentation. These procedures include routine operational maintenance and other routine maintenance associated with the operation of an instrument. Customer shall be responsible for all service and parts required due to failure to perform these procedures.

**Access.** Customer must provide Agilent access to the instruments, adequate working space and use of all information and facilities necessary to service the instrument at Customer's site.

**Appropriate Communication Ability.** Customer must have adequate access to telephones near instruments and must be fluent in a language supported by local Agilent Call Center. Web, e-mail and fax access are required for patches and information transfer.

**Material Shipping and Receiving Capabilities.** Customer must have facilities available to ship and receive parts, including the ability to deal with static-sensitive parts and protective packaging.

#### ***Applicable for Service Center Services:***

**Compliance with Agilent Process.** Customer must follow the standard Agilent process for calling, reporting and qualifying a hardware problem. The pertinent Instrument information must be provided.

**EHS Form.** Customer must enclose the completed Environmental Health & Safety (EHS) form, or if not available, provide a written statement that no EHS hazard exists as a result of the use of the instrument in Customer's laboratory.

**Proper Packaging.** Any returned instruments must be carefully packed in a proper shipping carton.

#### ***Applicable for Mass Spectrometer Maintenance and Ion Source Cleaning Services***

**Venting.** Customer must vent the Mass Spec system prior to Preventive Maintenance and/or Ion Source Cleaning Services. Customer is also responsible for supplying and safely disposing of the necessary solvents used during the ion source cleaning.

#### ***Applicable for Qualification Services:***

**Rescheduled Services.** Customer is responsible for costs incurred by Agilent as a result of postponing or rescheduling any qualification service.

**Business Decisions.** Business decisions or actions taken by Customer as a result of any qualification service procedure are responsibility of the Customer.

**Proprietary Information.** Any Agilent-copyrighted materials may not be copied unless Agilent agrees to such copying in writing.

### Service Limitations

#### ***The following limitations apply to all Repair Service, Agilent Advantage and CrossLab Service Plans***

**Product Eligibility.** Unless otherwise stated, eligibility for services is limited to select Agilent and Agilent-supported non-Agilent instruments only and is subject to local availability. These Agilent products must have been purchased as 'new' products by the Customer from Agilent or a reseller authorized by Agilent to sell these products.

## Exhibit A2 - Agilent Support Services Exhibit 22X

Coverage of Agilent products procured from sources other than those above or purchased 'used' items may be covered at Agilent's discretion. A physical and operational inspection by trained Agilent personnel will be required at Customer's expense prior to extending coverage. If contractual service is desired, the customer is responsible for Time and Materials charges prior to repair such used equipment should defects be discovered during the inspection.

Any service not covered by the contractual service ordered, including but not limited to software support, is subject to Agilent's standard service rates. The serviced system must include at least the minimum configuration or other configuration specified in the appropriate instrument documentation.

**Service Availability.** Coverage hours will be Agilent's normal business hours (08:00 am to 17:00 pm local time), Monday through Friday, excluding local holidays.

**Maximum Use Limitation.** Agilent may assess additional service charges for certain electromechanical devices based on the measured usage of the unit if a maximum usage rate is specified in the instrument data sheet or operational manual. Customer must allow Agilent to install or remove usage meters, and must provide meter readings on a periodic basis. Support for instruments used beyond the recommended level is limited to time and materials service and invoiced separately.

**Obsolete Instruments.** Agilent standard services do not cover instruments or products that are beyond their specified support period.

### **End-of-Guaranteed-Support.**

Service coverage under this Exhibit (including multi-year agreements) for any main analytical component such as a mainframe or subordinate components such as a detector will automatically convert to Agilent Asset Maximization service coverage when the component reaches its End-of-Guaranteed-Support. In cases where Agilent Asset Maximization services are not available, the service coverage for that main analytical component or subordinate component will cease. Price uplifts may apply. Agilent Asset Maximization service options are described in a separate service exhibit 22L. Asset Maximization applies only to Agilent instruments.

### **Contamination and Corrosion.**

Services for parts and instruments that become contaminated when operated in hazardous environments or difficult to service, including requiring more than typical parts replacement will be subject to additional charges. Customer is responsible for proper disposal of all contaminated material that cannot be returned to Agilent in a safe manner.

### **Consumables, Supplies and Parts.**

Supplies or consumables for the routine maintenance or normal operation of Agilent Instruments or Products are not included.

### **Application Software Support.**

Agilent provides remote support for two (2) designated callers to isolate and resolve software issues or problems with Agilent Application Software including but not limited to ChemStation, ChemStore, and EZChrom Elite Workstation series. Support for the operating system, any other software on the system, in-depth training, consulting or any custom engagements, including software

customization, are not included. Response time is four (4) hours during Agilent business hours. Issues not solved remotely are handled through Agilent on-site service and subject to additional charges.

### **Agilent Informatics Software**

**Support.** Support for Agilent Informatics software, including but not limited to Agilent OpenLab, Agilent ECM, and Agilent EZChrom Elite Client/Server, is not included. Support coverage for Agilent Informatics software may be purchased separately.

### **Modules for Service Center Repair.**

Agilent systems may contain hardware modules that require Agilent service center repair. These modules are not subject to on-site support.

**Software Updates.** Software updates or upgrades are provided under the Agilent Advantage Silver with Software service plan only. Software updates or upgrades are not specifically provided under any other Agilent Advantage or CrossLab service plan. Contractual software update services may be purchased at additional charge for eligible Agilent instruments.

**Support for Agilent-Provided PC Hardware and Peripherals.** Agilent Repair Service/Extended Warranty and Advantage Service Plans cover repair of select PCs, laptops, and monitors purchased from Agilent or Agilent-authorized sources within three years of instrument purchase. Agilent reserves the right to repair or replace a non-functioning PC or monitor under coverage with a model of equal or greater specification at Agilent's discretion. Printers and other peripherals are specifically excluded from all service coverage described above.

## Exhibit A2 - Agilent Support Services Exhibit 22X

### **Cancellation or Deletion**

Upon sixty (60) days prior written notice, Customer may delete Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to, return to bench support, on-site support, response center support, application and technical assistance and software updates. Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10% of the price of the cancelled Service or deleted Product. Customer will pay for all Service rendered under the scheduled Service Agreement. Information regarding applicable Service charges is available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety. Customer may not cancel a portion of, or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period, or current year of a multi-year agreement. This also applies to scheduled services included as part of a contract bundle (e.g. Advantage Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

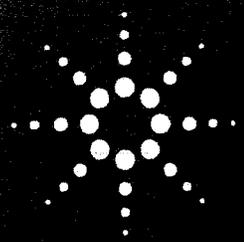
Exhibit A2 - Agilent Support Services Exhibit 22X

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Revision 1.5





# Agilent Technologies Original Bundle PC

TECHNICAL OVERVIEW

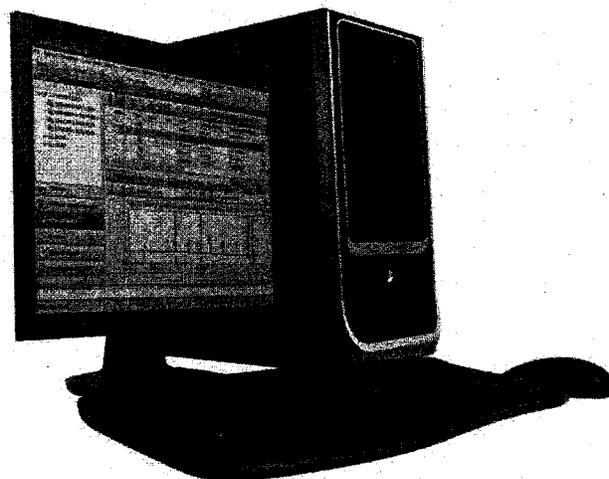
## Buy Your HP PC from Agilent... Get a Complete PC Repair Solution

When your Agilent PC Instrument System goes down, it's more than just inconvenient. It can be catastrophic. Systems are often down far too long, severely affecting productivity. And since the engineer who repairs the PC does not restore the software, it often takes two service calls or extensive self help to restore the software system to an operational status.

Agilent has listened to your concerns, and together with Hewlett Packard, we've created a level of warranty and post-warranty service that provides a complete PC repair solution exclusively for the Agilent Technologies Original Bundle PC sold with OpenLAB Chromatography Data System (CDS).

## What is an Agilent Technologies Original Bundle PC?

Agilent bundle PCs are HP computers fully tested and qualified to run Agilent Chromatography, Mass Spectroscopy and UV-Vis Spectroscopy software\*. Agilent bundle PCs with Agilent instrument control software offer a one-stop solution for fast and seamless setup of analytical equipment in your laboratory. An Agilent PC bundle comes with ready-to-use pre-installed Agilent software on a high-end computer from Hewlett-Packard with a pre-configured operating system, optimized for use with the specific software product. Bundle PCs are offered for many software products all across the Agilent Technologies products portfolio.



## Reduce System Downtime, Improve Cost-of-Ownership and Reduce Validation Efforts

You have the unique opportunity to receive high quality PCs combined with the highest level of support offered during warranty for HP PCs, exclusive to Agilent customers purchasing PCs with Agilent PC Instrument Systems.

Agilent and HP have worked together to provide you with the best level of service for PCs sold with Agilent Instrument Systems by combining single point of contact, next-day, on-site repair service and a Disk Image Restoration Service. Together these provide you with a complete service to get you operational again as quickly as possible.

\* OpenLAB CDS ChemStation Edition, OpenLAB CDS EZChrom Edition, MassHunter, MSD ChemStation and UV-Vis ChemStation only.



## The Agilent Disk Image Restoration Service

This service, which is optionally available for some HP desktop PCs purchased from Agilent, provides a fast and simple backup of your computer's operating system, applications, and configuration at the time of installation, to protect you from the time-consuming process of rebuilding a system after a PC hardware or software catastrophe. You may purchase this additional service with your HP PC bundle from Agilent for OpenLAB CDS and some other selected products.

Whether you experience a hard drive failure, a major virus attack, serious user error, installation of incompatible software, or an operating system crash that corrupts your computer, you can typically be back in operation in less than two hours. All you need to do is insert a disk and turn on your system.

### How the Service Works

After system installation and validation, an Agilent Service Representative initiates a full-system backup, capturing an exact image of your hard drive onto removable media. These disks contain all the information you need to restore your system to its original configuration, including the operating system, applications, and all custom settings. The disks are placed in a protective case along with simple instructions for restoring the system—so everything needed for system restoration is in one location. In the event of a failure, the HP engineer will fix the PC hardware and then begin restoring the hard drive image to get you operational in one visit.

### A Total Solutions Provider

Agilent works to provide you with everything you need for maximum laboratory productivity, accurate and reproducible results, and cost-effective analyses. With 38 years of chromatography leadership worldwide, Agilent still works each and every day to develop solutions that are right for you.

## Ten Advantages of an Agilent Technologies Original Bundle PC

- 1. Saving time with plug-and-play:** Fast system setup with pre-installed, completely configured operating system and pre-installed Agilent software.
- 2. Single point of contact:** Get help when you need it the most with one call to Agilent. The Agilent Technologies support hotline will be your first and single point of contact for the complete system, including computer hardware. If necessary, Agilent will involve an HP Certified Technician to troubleshoot or repair the computer.
- 3. Guaranteed next business day response:** For computers and monitors from Hewlett-Packard.
- 4. Improved cost of ownership with guaranteed on-site support:** The true on-site contract level PC repair service complements the standard Hewlett-Packard Factory warranty for PC and monitor hardware (for details see below). The disk image service also includes full operating system reload after a hard disk failure. The service is available during and after warranty and requires no self-diagnostics.
- 5. Latest computer hardware from the leading workstation, desktop PC, and notebook manufacturer, Hewlett-Packard.**
- 6. Fully tested and qualified by Agilent:** Agilent's validation effort for performance, quality and EMC/EMV regulatory operations. We test the performance and hardware quality of all our PCs, with the respective software products in system and the systems built to the requirements for stability and reliability. We test with the Hewlett-Packard and other third party configurations for optimum best performance and reliability. All Agilent software tests that are executed during our product development are a part of the Agilent bundle contract.
- 7. Original Agilent recovery media:** Each HP bundle computer is accompanied by Agilent recovery disks that are placed in a diskette case for the desktop. Agilent software and the operating system are installed and configured on the computer during the service visit. The recovery disks are provided free of charge to maintain your system.

- 8. On-site support:** Agilent (wherever available) offers on-site support for the complete system, including computer hardware.
- 9. A complete system:** Agilent provides a complete system, including computer hardware, software, and operating system.

## More Than Just Another Warranty - the Agilent/HP Enhanced Warranty Terms

Warranty Service Element	Agilent PC Instrument System	Other HP PC Dealers
Call for service	Agilent Customer Contact Center provides a warm transfer to HP, as necessary	Referred to HP 1-800-number
Phone diagnostics	Minimal	Extensive Including downloading Web tools and performing self-diagnostics
First level of service	On-site, or express exchange	Parts shipped to customer for self installation
Last level of service	Not applicable	Warranty CE goes on-site after all possible fixes have been exhausted
Repair verification	By image restoration if needed	Hardware diagnostics
Image restoration	Yes	No A second service call or self-service is required to restore the software
One-visit fix	Yes	No A second service call or self-service is required to restore the software
Service history recorded and call closed	Yes	No
Typical downtime	< 48 hours	Commonly > 72 hours
Time customer spends on phone and discussing problem	15-30 minutes	Depends on number of calls higher due to phone diagnostics
Availability of warranty extension to 3-yr. 5-yr. Service Agreement after warranty period ends	Yes	No

## HP Warranty Details for Agilent PC Bundle Hardware:

Product Category	Duration of Agilent / HP enhanced warranty	Duration of HP factory warranty	Provision of on-site or express exchange services (Yes/No)	Duration of on-site or express exchange (if extended by an Agilent Advantage or Agilent Repair Agreement)
PC/Workstation	1st year†	3 years	Yes	5 years†
Notebook	1st year†	3 years	Yes	5 years†
Printer		varies; std. HP warranty applies	No	
Monitor	1st year†	3 years	On-site unit exchange	5 years†

### Countries Where HP Warranty Terms Apply:

Australia	Finland	Malaysia	Spain
Austria	France	Mexico	Sweden
Belgium	Germany	Netherlands	Switzerland
Brazil	Hong Kong	New Zealand	Taiwan
Canada	India	Norway	Thailand
China	Ireland	Singapore	UK
Denmark	Italy	South Korea	USA

Tested  
and fully  
supported

## Agilent Technologies Original Bundle PC

Read more: [www.agilent.com/chem/bundlePC](http://www.agilent.com/chem/bundlePC)



**Agilent Technologies**

†Note: The duration of the enhanced warranty can be extended with an Agilent Advantage (Gold, Silver, Bronze) or Agilent Repair Agreement.

#Guaranteed during enhanced warranty period. Otherwise subject to HP factory warranty terms. The enhanced warranty period can be extended beyond the first year at the point of installation with an Agilent Advantage or Agilent Repair Agreement to cover up to 5 years or until the PC enters and of support by HP, or whichever comes first..

This information is only valid for PC bundle hardware from Hewlett-Packard and is subject to change without notice.

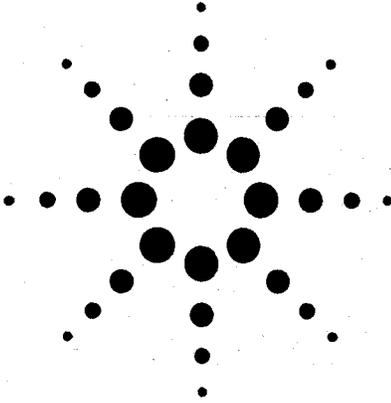
To learn more about the Agilent Technologies Original Bundle PC, visit us at [www.agilent.com/chem/bundlePC](http://www.agilent.com/chem/bundlePC)

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The Measure of Confidence



**Agilent Technologies**



## Agilent Life Sciences and Chemical Analysis Support Services: Software Support

### Exhibit 22S

Agilent Technologies' Life Sciences and Chemical Analysis Software Support is governed by this Exhibit and the Agilent Service Terms.

#### **Software Support Services**

**Agilent Software Phone and Media Support (R-21V), Agilent Software Upgrades and Phone Support (R-11V) and Agilent Single Software Upgrade plus Subscription with Phone Support (R-11W) include the following:**

**Access to Technical Help.** Agilent provides remote support for two designated callers to isolate and resolve software issues or problems on all licensed agreements for Agilent workstation software or client server database software regardless of hardware support coverage. Support for the operating system, any other software on the system, in-depth training, consulting or any software customization, are not included.

**Response time to acknowledge the call and commence support is four (4) hours during Agilent business hours. Issues not solved remotely are handled through Agilent on-site service and subject to additional charges.**

**Updates.** At Agilent's discretion, software updates and documentation may be delivered automatically to the Customer's site or provided via website portals, where available. Agilent grants a license to use the updates in accordance with the software license terms associated with the underlying Software.

**Note:** A software update is a revision which adds functionality but does not substantially affect its intended purpose.

**Bulletins.** Customer receives access to Software Status Bulletins that document known problems and provide suggested temporary solutions.

**Agilent Software Phone and Media Support (R-21V) includes the following additional services:**

**Tracking.** Agilent logs and tracks Customer's software enhancement requests and reported problems. The Customer additionally receives information of future revisions, including specific fixes, changes or enhancements through the Software Status Bulletins.

**Additional System Support and Licenses.** Customer can extend the Agilent application software updates to one additional system running the same Agilent software revision at the same location that is supported by the same designated callers.



***Agilent Software Updates and Phone Support (R-11V) and Agilent Single Software Upgrade plus Subscription with Phone Support (R-11W) include the following:***

**Upgrades.** At Agilent's discretion, software upgrades and documentation may be delivered automatically to Customer's site or provided via website portals, where available. Agilent grants a license to use the upgrades in accordance with the software license terms associated with the underlying Software.

Note: A software upgrade is a new revision that changes the software in one or more of the following ways:

- A significant architectural change
- A technology change (e.g. 32-bit to 64-bit)
- A substantial change in the use of the software in its intended purpose.

**Response to Requests.** Customer has the ability to register enhancement requests to the Agilent Informatics Support Center.

**Prerequisites**

***Prerequisites for Software Support***

**General.** Agilent provides telephone support only for software that Customer has properly licensed and that is used on instrumentation or hardware that meets Agilent specifications for that software. Support is available for current software version and for last previous version for minimum of one (1) year from the date of last availability. If support coverage lapses, additional fees may apply.

**Designated Callers.** Customer must identify one primary and one alternate caller, both of whom have completed appropriate Agilent training courses or have equivalent experience operating the applicable Agilent Life Sciences and Chemical Analysis instruments or Informatics Systems.

**Telephone Access.** Customer must provide a telephone near the system or at another mutually agreed location, which allows Customer to perform software operations required during problem resolution.

**Diagnostic and Maintenance**

**Software.** Customer must allow Agilent to reside Agilent system, network diagnostic, and maintenance programs on Customer's system for the exclusive purpose of performing diagnostic and maintenance procedures. Prior to submitting a software problem report to Agilent, Customer may be asked to assist Agilent in running such programs, which are the sole property of Agilent. Agilent may remove them when the support contract ends.

***Additional prerequisites for Agilent Software Phone and Media Support (R-21V), Agilent Software Upgrade Subscription with Phone Support (R-11V), and Agilent Single Software Upgrade plus Subscription with Phone Support (R-11W):***

**Software License Required.** Support must be purchased for the Agilent core software and for each additional license, module or plug-in component associated with the Agilent system.

**Materials Recipient.** Customer must identify a recipient for software updates and other written materials for each system covered by the service.

**Additional terms for software covered by Agilent Software and Media Support (R-21V):**

**Additional License-to-Use.** For each Agilent software product license, Agilent grants Customer the right to make one copy of the update and to use the update on the associated hardware provided that Customer has purchased a license for the original Agilent software on that system. Agilent also offers a cost-effective license (R-L00) to use and copy the purchased software for additional systems with the same Agilent application software at the same site. Note: This option does not increase the number of designated callers.

**Copies of Minor Software Revisions.** Customer can copy a second-level addition to the software, to Agilent software purchased with a new Agilent instrument or obtained through an existing Agilent software support contract, provided that the existing system supports the software revision and is covered by an existing software support contract and that the new instrument supports Customer's existing software.

**Copyright and Trademark Notices.** Customer must reproduce and conspicuously affix copyright and trademark notices from the original software on each copy of an update that Customer makes for backup and record retention.

**Customer Responsibilities and Service Limitations**

**The following limitations apply to the services defined in the Software Services section above:**

**Operating and Maintenance Procedures.** Customer must follow the operating and maintenance procedures specified in the applicable Agilent documentation.

**Access.** Customer must provide Agilent access and adequate working space at Customer's site.

**Product Eligibility.** Any service not covered by the contractual service agreement is subject to Agilent's standard service rates.

**Service Availability.** Agilent's business hours are from 0800 to 1700 (8:00 a.m. to 5:00 p.m.) local time, Monday through Friday, excluding local holidays.

**Obsolete Instruments and Software.** Agilent services do not cover software beyond its specified support period.

**Software Support Delivery.** Telephone and media update services do not include on-site services. Additional charges may apply if on-site software support services are required.

**Cancellation or Deletion**

Upon sixty (60) days prior written notice, Customer may delete Product from or cancel in its entirety a Service Agreement to which this Exhibit applies, including but not limited to, return to bench support on-site support, response center support, application and technical assistance and software updates. Customer will receive a refund that is prorated over the term of the Service Agreement, subject to a fee in the amount of 10% of the price of the cancelled Service or deleted Product. Customer will pay for all Service rendered under the scheduled Service Agreement. Information regarding applicable Service charges are available upon request. A Service Agreement that contains more than one type of Service may only be cancelled in its entirety. Customer may not cancel a portion of, or an individual Service offered under a Service Agreement.

Scheduled service agreements include preventive maintenance and operational qualification, which are sold either up-front or post-sales. If no services have been delivered, the customer is responsible to pay the agreement for 60 days after written notification of cancellation is received. If the services have been completely delivered, the customer is responsible for full payment through the end of the agreement period or current year of a multi-year agreement. This also applies to scheduled services included as part of a contract bundle (e.g., Advantage Silver). If the scheduled service has been completely delivered, the customer is responsible for the full price of the scheduled service portion of the agreement.

Exhibit A3 - Software Support Exhibit 22S

**Software Support Services Summary**

<b>Software Support Services</b>	<b>R-21V Phone and Media Support</b>	<b>R-11V Upgrades plus Phone Support</b>	<b>R-11W Upgrade plus Subscription and Phone Support</b>
Access to Technical Help	•	•	•
Updates	•	•	•
Bulletins	•	•	•
Tracking	•		
Additional System Support and Licenses	•		
Upgrades		•	•
Response to Requests		•	•
<b>Additional Terms</b>			
Additional License-to-Use	•		
Copies of Minor Software Revisions	•	•	•
Copyright and Trademark Notices	•	•	•
License-to-Use			

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5989-9767EN



**Agilent Technologies**

**R1904A Agilent 6500 Series Q-TOF LC/MS Techniques and Operation  
for Small Molecule Applications**

This course is designed for those who want to enhance their skills in the techniques and software operation of the Agilent Q-TOF LC/MS. The course utilizes a lecture format with instrument laboratories that emphasize small molecule application workflows. Topics include tuning, acquisition, optimization, Worklists, MassHunter Qualitative and Quantitative software and hardware maintenance.

*Note: Ion Funnel features for the 6550 are not covered during this course.*

**Hands On | \$3,850 USD | TU (us) 38 | \$4,600 CAD | TU (cd) 46 | 4 Days**

**R1718A Agilent Triple Quad GC/MS Techniques & Operation**

This 4-day, hands-on course will give analysts the experience to develop MRM methods using the Agilent Triple Quadrupole GC/MS. The topics include a complete look at data acquisition and scan types, MassHunter Qualitative and Quantitative Analysis software packages, reporting and routine maintenance of the instrument.

**Hands On | \$3,200 USD | TU (US) 32 | \$3,700 CAD | TU (CD) 37 | 4 Days**

CONTRACT NO. 1428-14002

EXHIBIT "B"

BOARD APPROVAL LETTER

**BUREAU OF ADMINISTRATION**  
**OFFICE OF THE MEDICAL EXAMINER**

15-0657

**Presented by:** STEPHEN J. CINA, M.D., Chief Medical Examiner

**PROPOSED CONTRACT**

**Department(s):** Cook County Medical Examiner

**Vendor:** Agilent Technologies, Inc., Wilmington, Delaware

**Request:** Authorization for the Chief Procurement Officer to enter into and execute

**Good(s) or Service(s):** Medical Equipment

**Contract Value:** \$822,319.95

**Contract period:** 2/1/2015 - 12/31/2017

**Potential Fiscal Year Budget Impact:** FY 2014 \$822,319.95

**Accounts:** 1425908661-540

**Contract Number(s):** 1428-14002

**Concurrences:**

Vendor has met the Minority and Women Business Enterprise Ordinance.

The Chief Procurement Officer Concurs.

**Summary:** The Office of the Medical Examiner is requesting to enter into a contract with Agilent Technologies, Inc., for new toxicology equipment to replace old equipment. The new equipment is compatible with existing equipment that is used in the Toxicology Laboratory.

**APPROVED**

**GENERAL CONDITIONS  
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**GENERAL CONDITIONS  
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INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSGENERAL CONDITIONSGC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Chief Procurement Officer ("Chief Procurement Officer"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims 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.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of this Contract, independent contractors and are not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of a contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 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-03 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed work furnished under this Contract. Contract Goods or completed work not complying herewith may be rejected by the Chief Procurement Officer and/or the Director and shall be replaced and/or re-performed by the Contractor at no cost to the County. Any Contract Goods 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 Contract Goods have been rejected.

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. ~~No payments shall be made without such invoices having been submitted along with a County Voucher Form.~~

GC-05 PREPAID FEES

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**GC-06 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 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-07 PRICE REDUCTION**

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

**GC-08 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 report any such credits to the Chief Procurement Officer.

**GC-09 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 Director. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. 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-10 MODIFICATIONS AND AMENDMENTS**

The parties may during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

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 Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this GC-10, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-11 DEFAULT**

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract 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.

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 the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

**GC-12 COUNTY'S REMEDIES**

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-11, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

**GC-13 CONTRACTOR'S REMEDIES**

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-11, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice 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 provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

**GC-14 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.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-15 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.

Contractor shall require all tiers of Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All tiers of Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified elsewhere.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

**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:

- (A) Employers' Liability coverage with a limit of
  - \$500,000 each Accident
  - \$500,000 each Employee
  - \$500,000 Policy Limit for Disease

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Completed Operations Aggregate	\$ 2,000,000

The General Liability policy shall include the following coverages:

- (a) All premises and operations;
- (b) Contractual Liability;
- I Products/Completed Operations;
- (d) Severability of interest/separation of insureds clause

I **Commercial Automobile Liability Insurance**

Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

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

Such policy shall be excess over Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence:	\$2,000,000
General Aggregate	\$2,000,000

(e) **Contractor's Equipment**

Contractor is responsible for all tools, equipment materials or supplies owned rented, or used by Contractor.

**Additional requirements**

(A) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

shall name Cook County, its officials, employees and agents as additional insureds with respect to operations performed. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(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. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

I **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

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.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-16 PATENTS, COPYRIGHTS AND LICENSES**

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 utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual 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 to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

**GC-17 COMPLIANCE WITH 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-18 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES**

**COOK COUNTY ORDINANCE CHAPTER 34, DIVISION 6, SECTION 34-275 to SECTION 34-303**

**I. POLICY AND GOALS**

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, 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 goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

- B. **The County may set contract-specific goals for each contract, based on the commodities or services specified in this bid document. The MBE/WBE percentages required for this contract are stated in the Special Conditions.** A Bid or Quotation shall be rejected if the County determines that a Bid or Quotation fails to comply with this General Condition, including but not limited to, commitments to achieve for this contract, the MBE/ WBE goals of the contract amount or to include a Petition for Reduction/Waiver documenting why the goals are not attainable despite the contractor's Good Faith Efforts. A Bid or Quotation may be rejected and a new Bid or Quotation may be solicited if the public interest is served thereby. Unless otherwise specified in the Bid or Quotation Documents, for purposes of this GC-19, the contract amount is the amount that has been entered on the Proposal page of the Bid or Quotation Documents.
- C. Except to the extent that a Bid or Quotation includes a Reduction/Waiver request, the contract MBE and WBE participation goals may be achieved by the Bid or Quotation entities' 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 and WBEs; by establishing and carrying out a mentor/protégé agreement; by the Indirect Participation of one or more MBEs and WBEs used by the entity submitting a Bid or Quotation in other aspects of its business; or by any combination of the foregoing so long as the Utilization Plan evidences a commitment to the MBE and WBE contract goals set forth in (B) above.
- D. The same Business Enterprise, whether as a contractor, subcontractor or supplier, cannot be utilized as both a MBE and a WBE on the same contract.
- E. To the extent that the Ordinance does not apply to this Bid or Quotation, unless specifically waived in the Bid or Quotation Documents, this GC-19 and the wording of the Ordinance shall apply. If there is a conflict between this GC-19 and the Ordinance or the wording of the Ordinance, the Ordinance or its wording controls.
- F. A Contractor's failure to carry out its commitments in the course of the Contract's performance 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 remedy authorized by the Ordinance as the County deems appropriate.

**II. REQUIRED BID OR QUOTATION SUBMITTALS**

~~To be considered responsive, a Bid or Quotation shall meet the MBE and WBE goals by submitting a Utilization Plan with the Bid or Quotation, which shall be (1) supported by Letters of Intent from the MBEs and WBEs together with the MBEs/WBEs Letters of Certification, and/or (2) include a written Petition for Reduction/Waiver with the Bid or Quotation supported by documentation of Good Faith Efforts to meet the goals. Failure to submit the documents set forth in (A) and (B) of this Section II in accordance with these guidelines will cause the Bid or Quotation to be considered non-responsive and shall be cause to reject the Bid or Quotation.~~

**A. MBE/WBE Utilization Plan**

~~Each Bid or Quotation shall include with the Bid or Quotation a complete Utilization Plan. The Utilization Plan shall list the names, mail and email addresses, telephone number and contact persons of businesses intended to be used as MBEs and WBEs on the Contract. If the entity submitting a Bid or Quotation, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as an MBE or WBE within the Utilization Plan.~~

**A. Letter(s) of Intent**

~~Except as set forth below, a Bid or Quotation shall include with its Utilization Plan, Letter(s) of Intent executed by each MBE and WBE included in the Utilization Plan and by the entity submitting the Bid or Quotation, which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier, joint~~

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

venture partner and/or consultant on the contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE firm and the agreed rates and/or prices to be paid.

If the Bid or Quotation does not include all Letter(s) of Intent with its Utilization Plan, such Letter(s) of Intent may be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation Opening. Failure to submit all Letter(s) of Intent as required shall result in the Contract Compliance Administrator's determination that a Bid or Quotation is not responsive and shall be cause to reject the Bid or Quotation.

All commitments made by a Bid or Quotation in its Utilization Plan must conform to those included in the submitted Letter(s) of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding the Letter(s) of Intent submitted with a Bid or Quotation and such information shall be furnished. (Reference pages EDS-2 for a format sample of a Letter of Intent)

A. Letter(s) of Certification

Only a Letter of Certification from one of the following entities shall be accepted as certification of MBE/WBE status:

County of Cook  
 Small Business Administration 8A Program  
 Illinois Unified Certification Program

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.

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.

A. Joint Venture Affidavit

In the event a Bid or Quotation achieves MBE and/or WBE participation by entering into a Joint Venture, the Bid or Quotation shall include the required Joint Venture Affidavit which is available in the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid or Quotation along with Letter(s) of Certification.

B. Reduction/Waiver Petition

In the event a Bid or Quotation is unable to meet the applicable contract MBE and WBE participation goals, the Bid or Quotation must include a Petition for Reduction/Waiver and submit the Petition with its Bid or Quotation. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate the Bid's or Quotation's Good Faith Efforts in attempting to achieve the applicable MBE and WBE goals. If a Bid or Quotation does not include all documentation in support of the Petition with its Bid or Quotation, such documentation must be submitted to the Office of Contract Compliance within three (3) business days after the date of the Bid or Quotation opening.

**III. REDUCTION/WAIVER OF MBE/WBE GOALS**

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of the Good Faith Efforts to utilize MBEs and WBEs in a Bid or Quotation will be evaluated on the basis of the actions in attempting to achieve MBE and WBE participation goals set forth in the Bid or Quotation. Examples of actions constituting Good Faith Efforts for a Bid or Quotation are set forth within the Ordinance and in the "Petition for Reduction/Waiver of MBE/WBE Participation Goals" contained in the Bid or Quotation Documents.
2. The Contract Compliance Administrator may grant the Petition for Reduction/Waiver based upon the following criteria: (a) sufficient qualified MBEs and WBEs capable of providing the goods or

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

services required by the contract are unavailable despite the good faith efforts of the contractor; (b) the specifications and the reasonable and necessary requirements for performing the contract make it impossible or economically infeasible to divide the contract into sufficiently small tasks or quantities to enable the contractor to utilize MBEs and WBEs in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

**B. Denying a Reduction/Waiver Request**

1. If the Contract Compliance Administrator determines that a Bid or Quotation has not demonstrated adequate Good Faith Efforts to meet the applicable contract MBE and WBE goals, the Contract Compliance Administrator may deny a Petition for Reduction/Waiver and declare the Bid or Quotation non-responsive and recommend rejection of the Bid or Quotation.
2. Failure to undertake and/or to document adequate Good Faith Efforts shall be cause to deny a Petition for Reduction/Waiver. Determination of the adequacy of a Bid's or Quotation's Good Faith Effort will be evaluated on the basis of the Bid's or Quotation's actions as of the date of the Bid or Quotation opening.

**IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN**

- A. Contractor, during its performance of the Contract, may not change the MBE or WBE commitments specified in its Utilization Plan, including but not limited to, terminating a MBE or WBE contract, reducing the scope of the work to be performed by a MBE/WBE, or decreasing the price to a MBE/WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under the Contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward the MBE or WBE goals as stated in the Utilization Plan, the Contractor shall seek to discharge the disqualified enterprise, upon proper written notification to the Contract Compliance Administrator, and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's written approval of the removal of a MBE or WBE may result in the termination of the contract or the imposition of such remedy authorized by the Ordinance, unless a written Petition for Reduction/Waiver is granted to Contractor allowing Contractor to award the work to a non-MBE or WBE.

**V. NON-COMPLIANCE**

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance or this GC-19, the Contract Compliance Administrator will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

**VI. REPORTING/RECORD-KEEPING REQUIREMENTS**

The Contractor 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, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

**VII. EQUAL EMPLOYMENT OPPORTUNITY**

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

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

**GC-20 MATERIAL DATA SAFETY SHEET**

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, 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). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

**GC-22 ACCIDENT REPORTS**

The Chief Procurement Officer and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

**GC-23 USE OF PREMISES**

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

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

**GC-24 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, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

Chief Procurement Officer  
County of Cook  
Room 1018 County Building  
118 North Clark Street  
Chicago, Illinois 60602  
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS****GC-25 TERMINATION FOR CONVENIENCE**

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

**GC-26 GUARANTEES AND WARRANTIES**

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

**GC-27 STANDARD OF CONTRACT GOODS**

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods 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 offering of the proposal, will be considered experimental.

**GC-28 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 of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner'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 Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) 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, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

**GC-29 QUANTITIES**

The quantities of materials required 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 during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. 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 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 of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

**INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**

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-31 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, 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 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-32 COOPERATION WITH INSPECTOR GENERAL**

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 (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.

**GC-33 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-34 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-35 FORCE MAJEURE**

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 and 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-36 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.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS**GC-37 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-38 FEDERAL CLAUSES**A. Interest of Members of or Delegates to the United States Congress

In accordance with 41 U.S.C. § 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Contract or any benefit derived therefrom.

2. False or Fraudulent Statements and Claims

(a) The Contractor recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3081 et seq and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Contract. Accordingly, by signing the Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the Contract, including without limitation any invoice for its services. In addition to other penalties that may be applicable, the Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the County or Federal Government in connection with an urbanized area formula project financed with Federal assistance authorized by 49 U.S.C. § 5307, the Government reserves the right to impose on the Contractor the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1), to the extent the Federal Government deems appropriate.

3. Federal Interest in Patents

(a) General. If any invention, improvement, or discovery of the Contractor is conceived or first actually reduced to practice in the course of or under the Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor agrees to notify County immediately and provide a detailed report.

(b) Federal Rights. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the County, Contractor, and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws and regulations, including any waiver thereof. Unless the Federal Government later makes a contrary determination in writing, the Contractor agrees that, irrespective of its status or the status of any subcontractor at any tier (e.g., a large business, small business, non-profit organization, institution of higher education, individual), the Contractor agrees it will transmit to the Federal Government those rights due the Federal Government in any invention resulting from the contract.

4. Federal Interest in Data and Copyrights

(a) Definition. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. Examples include, but are not limited, to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications,

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Contract administration.

- (b) Federal Restrictions. The following restrictions apply to all subject data first produced in the performance of the Contract. Except as provided in the Contract and except for its own internal use, the Contractor may not publish or publicly reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of the County and the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public.
  
- l Federal Rights in Data and Copyrights. In accordance with subparts 34 and 36 of the Common Rule, the County and the Federal Government reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for County or Federal Government purposes, the types of subject data described below. Without the copyright owner's consent, the County and Federal Government may not extend their license to other parties.
  - (1) Any subject data developed under the contract or subagreement financed by a federal Grant Agreement or Cooperative Agreement, whether or not a copyright has been obtained; and
  - (2) Any rights of copyright which the Contractor purchases ownership with Federal assistance.
  
- (d) Special Federal Rights for Planning Research and Development Projects. When the Federal Government provides financial assistance for a planning, research, development, or demonstration project, its general intention is to increase public knowledge, rather than limit the benefits of the project to participants in the project. Therefore, unless the Federal Government determines otherwise, the Contractor on a planning, research, development, or demonstration project agrees that, in addition to the rights in data and copyrights set forth above, the County or Federal Government may make available to any third party either a license in the copyright to the subject data or a copy of the subject data. If the project is not completed for any reason whatsoever, all data developed under the project will become subject data and will be delivered as the County or Federal Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or previously existing software programs for the County's use whose costs are financed with Federal transportation funds for capital projects.
  
- l Hold Harmless. Unless prohibited by state law, upon request by the County or the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the County and the Federal Government and their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under the Contract. The Contractor will not be required to indemnify the County or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the County or Federal Government.
  
- (f) Restrictions on Access to Patent Rights. Nothing contained in this section on rights in data will imply a license to the County or Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the County or Federal Government under any patent.
  
- (g) Application on Materials Incorporated into Project. The requirements of Subsections 2, 3, and 4 of this Section do not apply to material furnished by the County and incorporated into the work.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS5. Records and Audits

Contractor will deliver or cause to be delivered all documents (including but not limited to all Deliverables and supporting data, records, graphs, charts and notes) prepared by or for the County under the terms of this Agreement to the County promptly in accordance with the time limits prescribed in this Contract, and if no time limit is specified, then upon reasonable demand therefor or upon termination or completion of the Services hereunder. In the event of the failure by the Contractor to make such delivery, then and in that event, the Contractor will pay to County reasonable damages the County may sustain by reason thereof.

The County and the Federal Government will have the right to audit all payments made to the Contractor under this Agreement. Any payments to the Contractor which exceed the amount to which the Contractor is entitled under the terms of this Agreement will be subject to set-off.

The Contractor will keep and retain records relating to this Agreement and will make such records available to representatives of the County and the Federal Government, including without limitation the sponsoring federal agency, other participating agencies, and the Comptroller General of the United States, at reasonable times during the performance of this Agreement and for at least five years after termination of this Agreement for purposes of audit, inspection, copying, transcribing and abstracting.

No provision in this Agreement granting the County or the Federal Government a right of access to records is intended to impair, limit or affect any right of access to such records which the County or the Federal Government would have had in the absence of such provisions.

6. Environmental Requirements

The Contractor recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Contract. Some, but not all, of the major Federal Laws that may affect the Contract include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Contractor also recognizes that U.S. EPA, U.S. DOT and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Contract. Thus, the Contractor agrees to adhere to, and impose on its subcontractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern. The Contractor acknowledges that this list does not constitute the Contractor's entire obligation to meet all Federal environmental and resource conservation requirements. The Contractor will include these provisions in all subcontracts.

- (A) Environmental Protection. The Contractor agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; U.S. DOT statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and U.S. DOT regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS

- (b) Air Quality. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically, the Contractor agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State of Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- I Clean Water. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq. The Contractor further agrees to report and require each subcontractor at any tier to report any violation of these requirements resulting from any Contract implementation activity to the County and the appropriate U.S. EPA Regional Office.
- (d) List of Violating Facilities. The Contractor agrees that any facility to be used in the performance of the Contract or to benefit from the Contract will not be listed on the U.S. EPA List of Violating Facilities ("List"), and the Contractor will promptly notify the County if the Contractor receives any communication from the U.S. EPA that such a facility is under consideration for inclusion on the List.
- I Preference for Recycled Products. To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of the work, the Contractor agrees to use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 C.F.R. Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

7. No Exclusionary or Discriminatory Specifications

Apart from inconsistent requirements imposed by Federal statute or regulations, the Contractor agrees that it will comply with the requirements of 49 U.S.C. § 5323(h)(2) by refraining from using any Federal assistance to support subcontracts procured using exclusionary or discriminatory specifications.

8. Cargo Preference – Use of United States Flag Vessels

The Contractor agrees to comply with U.S. Maritime Administration regulations, "Cargo-Preference – U.S. Flag Vessels," 49 C.F.R. Part 381, and to include the clauses required by those regulations, modified as necessary to identify the affected parties, in each subcontract or subagreement involving equipment, materials, or commodities suitable for transport by ocean vessel.

A. Fly America

~~Section 14.c of the Master Agreement states that if the contract or subcontracts may involve the international transportation of goods, equipment, or personnel by air, the contract must require Contractors and subcontractors at every tier to use U.S. flag air carriers, to the extent service by these carriers is available. 49 U.S.C. 40118 and 4 C.F.R. Part 52.~~

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONSA. No Federal Government Obligations to Third Parties

The Contractor agrees that, absent the Federal Government's express written consent, the Federal Government will not be subject to any obligations or liabilities to any contractor or any other person not a party to the Grant Agreement or Cooperative Agreement between the County and the Federal Government which is a source of funds for this Contract. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, agreement, or contract, the Federal Government continues to have no obligations or liabilities to any party, including the Contractor.

A. Allowable Costs

Notwithstanding any compensation provision to the contrary, the Contractor's compensation under this Contract will be limited to those amounts which are allowable and allocable to the Contract in accordance with OMB Circular A-87 and the regulations in 49 C.F.R. Part 18. To the extent that an audit reveals that the Contractor has received payment in excess of such amounts, the County may offset such excess payments against any future payments due to the Contractor and, if no future payments are due or if future payments are less than such excess, the Contractor will promptly refund the amount of the excess payments to the County.

12. Trade Restrictions

Contractor certifies that neither it nor any Subcontractor:

- (a) is owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- (b) has knowingly entered into any contract or subcontract with a person that is a citizen or national of a foreign country on said list, nor is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- I will procure, subcontract for, or recommend any product that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no Notice-to-Proceed will be issued to an entity who is unable to certify to the above. If Contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the USDOT may direct, through the County, cancellation of the Contract at no cost to the Government.

Further, Contractor agrees that it will incorporate this provision for certification without modification in each subcontract. Contractor may rely on the certification of a prospective Subcontractor unless it has knowledge that the certification is erroneous. Contractor will provide immediate written notice to the County if it learns that its certification or that of a Subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. Each Subcontractor must agree to provide written notice to Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances. Nothing contained in the foregoing will be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of the Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 100.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS13. Contract Work Hours and Safety Standards Act

If applicable according to their terms, the Contractor agrees to comply and assures compliance with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 333, and implementing U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5; and U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926. In addition to other requirements that may apply:

- (a) In accordance with section of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332, the Contractor agrees and assures that, for the Contract, the wages of every mechanic and laborer will be computed on the basis of a standard work week of 40 hours, and that each worker will be compensated for work exceeding the standard work week at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The Contractor agrees that determinations pertaining to these requirements will be made in accordance with applicable U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.
- (b) In accordance with section 107 of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. § 333, the contractor agrees and assures that no laborer or mechanic working on a construction contract will be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to his or her health and safety, as determined in accordance with U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. Part 1926.

14. Veteran's Preference

In the employment of labor (except in executive, administrative, and supervisory positions), preference will be given to Vietnam-era veterans and disabled veterans. However, this preference may be given only where individuals are available and qualified to perform the work to which employment relates.

15. Copyright Ownership

\*Cook County is purchasing Commercial, Off-the-shelf products. No transference of IP ownership of any kind will occur under this agreement. Purchase of Software is subject to Agilent's Software License terms.

~~Consultant and the County intend that, to the extent permitted by law, the Deliverables to be produced by Consultant at the County's instance and expense pursuant to this Agreement are conclusively deemed "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq. (the "Copyright Act"), and that the County will be the copyright owner of the Deliverables and of all aspects, elements and components of them in which copyright can subsist.~~

~~To the extent that any Deliverable does not qualify as a "work made for hire," Consultant irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the County, its successors and assigns, all right, title and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the County under this Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Consultant will execute all documents and perform all acts that the County may reasonably request in order to assist the County in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the County. Consultant warrants to County, its successors and assigns, that on the date of transfer Consultant is the lawful owner of good and marketable title in and to the copyrights for the Deliverables and has the legal rights to fully assign them. Consultant further warrants that it has not assigned any copyrights nor granted any licenses, exclusive or nonexclusive, to any other party, and that it is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables. Consultant warrants and represents that the Deliverables are complete and comprehensive, and the Deliverables are a work of original authorship.~~

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS16. Accessibility Compliance

If this Agreement involves design for construction, the Consultant warrants that all design documents produced or utilized under this Agreement and all construction or alterations undertaken under this Agreement will comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including, but not limited to, the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, the Consultant must comply with the standard providing the greatest accessibility. Also, the Consultant must, prior to construction, review the plans and specifications to insure compliance with the above referenced standards. If the Consultant fails to comply with the foregoing standards, the Consultant must perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

17. Visual Rights Act Waiver

~~The Consultant/Contractor waives any and all rights that may be granted or conferred under Section 106A and Section 113 of the United States Copyright Act, (17 U.S.C. § 101 et seq.) (the "Copyright Act") in any work of visual art that may be provided pursuant to this Agreement. Also, the Consultant/Contractor represents and warrants that the Consultant/Contractor has obtained a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, if any.~~

18. Equal Employment Opportunity

All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

19. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)

All contracts and subgrants in excess of \$2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

20. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)

When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS21. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)

Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

22. Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

23. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended

Contracts and subgrants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

24. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

25. Debarment and Suspension (E.O.s 12549 and 12689)

No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS26. **Excluded Parties List System**

Contractor warrants and represents that it has checked the Federal Excluded Parties List System ("EPLS"), and has required its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Contract. Contractor agrees that it will check the EPLS, and require its subcontractors to check the EPLS, prior to subcontracting any of the services or products purchased under this Contract. Contractor agrees, and shall require its Subcontractors to agree, that any "person" as defined in 49 CFR 29.985 who is excluded pursuant to 49 CFR Part 29 shall not provide any Work, products or services under this Contract. The EPLS can be searched at the following web address: <http://www.epls.gov>

**GC-39 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.

**END OF SECTION**

**SPECIAL CONDITIONS**

**SC-01 MBE/WBE REQUIREMENTS FOR THIS CONTRACT**

The Office of the Contract Compliance has determined that MBE/WBE participation is not required for this purchase.

**SC-02 DELIVERY LOCATION AND INSTRUCTIONS**

You must notify and coordinate with the contact person below prior to the delivery. Please note that you will need to familiarize yourself at the delivery location to accommodate any delivery needs.

Nadine Jakubowski, Deputy Executive Officer

(O) 312-997-4481 (E) [Nadine.Jakubowski@cookcountyil.gov](mailto:Nadine.Jakubowski@cookcountyil.gov)

All deliveries shall be made to:

Cook County Medical Examiner's Office

2121 W. Harrison Street

Chicago, Illinois 60612

Hours: M-F 9am to 3pm; no holidays or weekend deliveries.

ECONOMIC DISCLOSURE STATEMENT  
**ECONOMIC DISCLOSURE STATEMENT  
 AND EXECUTION DOCUMENT  
 INDEX**

<b>Section</b>	<b>Description</b>	<b>Pages</b>
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

ECONOMIC DISCLOSURE STATEMENTINSTRUCTIONS 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](http://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.

ECONOMIC DISCLOSURE STATEMENT

**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](http://www.cookcountygov.com) and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

ECONOMIC DISCLOSURE STATEMENT

MBE/WBE UTILIZATION PLAN (SECTION 1)

Not applicable

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.**

Not applicable

ECONOMIC DISCLOSURE STATEMENT

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 \_\_\_\_\_ If " 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\_\_\_\_

Subscribed and sworn before me  
this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public \_\_\_\_\_

Notary Public \_\_\_\_\_

SEAL

SEAL

ECONOMIC DISCLOSURE STATEMENT

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

Not applicable

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 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.

ECONOMIC DISCLOSURE STATEMENT

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).

ECONOMIC DISCLOSURE STATEMENT

**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 5011(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.

ECONOMIC DISCLOSURE STATEMENT

REQUIRED DISCLOSURES (SECTION 5)

**A. 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	
<hr/>	
<hr/>	
<hr/>	

**A. 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 X

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

---



---



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c) Does Bidder employ the majority of its regular full-time workforce within Cook County?

Yes \_\_\_\_\_ No X

**A. 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.**

ECONOMIC DISCLOSURE STATEMENT

A. 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:

MBE/WBE participation is not applicable for this matter per Cho Ng, CPPB, Senior Contract Negotiator  
for Cook County, Illinois

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.

ECONOMIC DISCLOSURE STATEMENT

**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.: 77-0518772

Street Address: 5301 Stevens Creek Blvd.

City: Santa Clara State: CA Zip Code: 95051

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) \_\_\_\_\_

ECONOMIC DISCLOSURE STATEMENT

**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
BlackRock, Inc.	40 E. 52nd St. NY, NY 10022	7.6%
T. Rowe Price Associated, Inc.	100 E. Pratt St., Baltimore, MD 21202	5.7%

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):**

[ X ] 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.

Merilee Lawson  
Name of Authorized Applicant/Holder Representative (please print or type) Title  
*Merilee Lawson*  
Signature

Contracts Specialist  
1/13/15  
Date

lsccontracts@agilent.com  
E-mail address

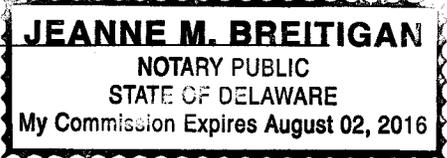
800-227-9770  
Phone Number

Subscribed to and sworn before me  
this 13 day of January, 2015  
X *Jeanne M. Breitigan*

My commission expires: Aug 2 2016

Notary Public Signature

Notary Seal



ECONOMIC DISCLOSURE STATEMENT

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](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.

ECONOMIC DISCLOSURE STATEMENT

**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: Merilee Lawson Title: Contracts Specialist

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

Business Entity Address: 5301 Stevens Creek Blvd., Santa Clara, CA 95051

\_\_\_\_\_ 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.

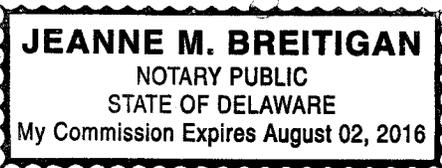
Merilee Lawson \_\_\_\_\_ 1/13/15  
Owner/Employee's Signature Date

Subscribe and sworn before me this 13 day of January, 2015.

a Notary Public in and for New Castle County

Jeanne M. Breitigan  
(Signature)

NOTARY PUBLIC  
SEAL



My Commission expires Aug 2, 2016

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

ECONOMIC DISCLOSURE STATEMENT

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 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: 5301 Stevens Creek Blvd. Santa Clara, CA 95051

BUSINESS TELEPHONE: 800-227-9770 FAX NUMBER: 302-633-8953

CONTACT PERSON: Merilee Lawson

FEIN: 77-0518772 \*CORPORATE FILE NUMBER: 3049-7868

PLEASE LIST THE FOLLOWING OFFICERS:

PRESIDENT: William P. Sullivan VICE PRESIDENT: Didier Hirsch

SECRETARY: Marie Oh Huber TREASURER: Guillermo Gualino

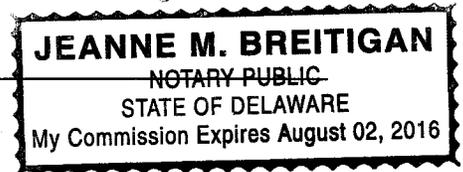
\*\*SIGNATURE OF PRESIDENT: *William P. Sullivan*

ATTEST: \_\_\_\_\_ (CORPORATE SECRETARY)

Subscribed to and sworn before me  
this 13 day of January, 2015.  
x *Jeanne M. Breitigan*  
Notary Public Signature

My commission expires: Aug 2, 2016

Notary Seal



\*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.

WWW

ILSOIS.COM

**JESSE WHITE**  
 SECRETARY OF STATE

**CORPORATION FILE DETAIL REPORT**

Entity Name	AGILENT TECHNOLOGIES, INC.	File Number	60879282
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	FOREIGN BCA
Qualification Date (Foreign)	09/15/1999	State	DELAWARE
Agent Name	CT CORPORATION SYSTEM	Agent Change Date	09/15/1999
Agent Street Address	208 SO LASALLE ST, SUITE 814	President Name & Address	WILLIAM SULLIVAN 5301 STEVENS CREEK BLVD SANTA CLARA CA
Agent City	CHICAGO	Secretary Name & Address	MARIE HUBER SAME
Agent Zip	60604	Duration Date	PERPETUAL
Annual Report Filing Date	09/26/2013	For Year	2013

[Return to the Search Screen](#)

(One Certificate per Transaction)

[BACK TO CYBERDRIVEILLINOIS.COM HOME PAGE](#)



**Agilent Technologies**

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

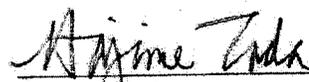
**RESOLVED:** That Didier Hirsch, Guillermo Gualino, Marie Oh Huber, Michael Tang and Stephen D. Williams and each of them, is hereby empowered on behalf of the Company to sign bids, quotations, leases and contracts with customers and government agencies, including such bids and performance bonds as 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, Hajime Tada, do hereby certify that I am the Vice President and Assistant General Counsel of Agilent Technologies, Inc., a Delaware corporation (the "Company"); that the foregoing is a full, true and correct copy of the resolution adopted by the Board of Directors of the Company on February 7, 2014; and that the resolution has not been annulled, rescinded, or revoked and remains in full force and effect. I, Hajime Tada, hereby authorize Merilee Lawson to sign bids, quotes, leases, contracts, bid bonds and performance bonds with government agencies and other customers on behalf of the Company, up to the amount of two million five hundred thousand U.S. dollars (\$2,500,000.00).

**IN WITNESS WHEREOF**, I have signed my name below.

Dated: March 27, 2014

  
\_\_\_\_\_  
Hajime Tada

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:

*Shirley E. M.*

COOK COUNTY CHIEF PROCUREMENT OFFICER *or*

DATED AT CHICAGO, ILLINOIS THIS 6 DAY OF February, 2015.

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

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

1428-14002

OR

ITEM(S), SECTION(S), PART(S): \_\_\_\_\_

TOTAL AMOUNT OF CONTRACT: \$ 822,319.95

(DOLLARS AND CENTS)

FUND CHARGEABLE: \_\_\_\_\_

APPROVED BY BOARD OF  
COOK COUNTY COMMISSIONERS

JAN 21 2015



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/10/2014

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).

<b>PRODUCER</b> MARSH RISK & INSURANCE SERVICES 345 CALIFORNIA STREET, SUITE 1300 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94104  101830377-STND-GAWW-14-15	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Co</td> <td></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 :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
<b>INSURED</b> AGILENT TECHNOLOGIES, INC. GLOBAL RISK MANAGEMENT 5301 STEVENS CREEK BLVD. Mail Stop: 1A-IR SANTA CLARA, CA 95051																					

**COVERAGES**      **CERTIFICATE NUMBER:** SEA-002446882-06      **REVISION NUMBER:** 3

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY303008	11/01/2014	11/01/2015	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 - COM/POP AGG	\$ 5,000,000
								\$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MWVB302649	11/01/2014	11/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC330300600	11/01/2014	11/01/2015	<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	
	Y / N    N / A All States except: CA, CO, WY & OH							

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
COOK COUNTY IT'S OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED FOR GENERAL LIABILITY COVERAGES SOLELY TO THE EXTENT OF LIABILITIES ASSUMED BY THE INSURED UNDER WRITTEN CONTRACT WITH THEM. ANY SUCH COVERAGE EXTENDED TO THE ADDITIONAL INSURED WILL APPLY AS PRIMARY AND NON-CONTRIBUTORY, TO THE EXTENT OF LIABILITY ASSUMED UNDER CONTRACT. WAIVER OF SUBROGATION IS APPLICABLE WHERE REQUIRED BY CONTRACT.

<b>CERTIFICATE HOLDER</b>  COOK COUNTY 2121 WEST HARRISON ST. CHICAGO, IL 60612	<b>CANCELLATION</b>  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 <i>Jennifer D. Loveall</i>
---	--