



OFFICE OF THE PURCHASING AGENT

COUNTY OF COOK

118 NORTH CLARK ST. ROOM 1018
CHICAGO, ILLINOIS 60602-1375
(312) 603-5370

THIS PURCHASE ORDER NUMBER
MUST APPEAR ON ALL PACKAGES,
INVOICES, SHIPPING PAPERS AND
DROP SHIPMENTS.

PURCHASE ORDERED ISSUED TO
774247

Perkin Elmer Life & Analytical Sci
13633 Collections Center Dr
Chicago IL 60693-3685

DATE
6/18/2012
F.O.B. POINT

PURCHASE ORDER NO.
181847 - 000- OP
REQUISITION NO.
00103168 O8

COOK COUNTY FEIN: 36-6006541
ILLINOIS SALES TAX EXEMPT: E-9998-2013-04
FEDERAL EXCISE TAX EXEMPT CERT: 36-75-D038K

SHIP TO C.C. ENVIRONMENTAL CONTROL BSMT LAB. **DELIVERY INSTRUCTIONS**
MAYWOOD 4TH DISTRICT COURT
1500 S. MAYBROOK DRIVE-BSMT. LAB.
MAYWOOD IL 60153-2486

MR. LESLIE YOUNG 708-
865-5962

DEPT NO	
9091001	Page 1 of 1

LINE	FURNISH THE FOLLOWING SUPPLIES AND/OR SERVICE	QUANTITY/ UOM	UNIT PRICE	EXTENDED PRICE	ACCOUNT NUMBER
1.00	SERVICE AGREEMENT PER QUOTE 40426690 SERVICE AGREEMENT FOR THE PERKIN ELMER ATOMIC ABSORPTION INSTRUMENT. AS PER QUOTE # 40426690 QUOTE AMOUNT: \$4,332.00 SERVICE PERIOD: 06/20/12 THROUGH 06/19/13 INCLUDES 1 PM VISIT, PARTS, TRAVEL, LABOR, PHONE SUPPORT.	.00 LO	4,332.0000	4,332.00	9091001.540210.100
***** Total Order *****				4,332.00	

NOTE: VENDOR AGREES NOT TO EXCEED THE QUANTITY OR DOLLAR AMOUNT OF THIS ORDER WITHOUT WRITTEN AUTHORIZATION FROM THE PURCHASING AGENT

RECEIPT CERTIFICATION (FOR DEPARTMENT USE ONLY)

I hereby certify that I have received the goods/services reflected above and that the items referenced are in full conformity with the purchase order/contract.

Authorized Signature: _____

Date: _____

I hereby certify that this purchase is in agreement with the requisition on file authorizing the expenditure and is properly approved.

PURCHASING AGENT

[Signature]
Date: _____

6/18/12 BA

45 BR new

Report: R56REQ2

Purchase Requisition

Office of the Purchasing Agent
Cook County of Illinois

Purchase Order Number

121 897

6/15/12

Requisition # 08 103168 Contract # 12-45-266

Ship To: 8000403 C-C. ENVIRONMENTAL CONTROL BSM Delivery Instructions:
MAYWOOD 4TH DISTRICT COURT MR. LESLIE YOUNG
1500 S. MAYBROOK DRIVE-BSMT. L 708-865-5962
MAYWOOD IL 60153-2486

Supplier: 774247 Perkin Elmer Life & Analytical
13633 Collections Center Dr
Chicago IL 60693-3685

Buyer Number
Bid/Sole Src Code SSV
Business Unit 9091001
Internal Req Number 29090002
Board Apr Date & Item 4/10/2012
Requisition Date 4/10/2012
Date Needed

One Time Purchase Yes No Covers Need for months. Specific Period of time thru Prior Contract No. Expiration Date Emergency No.

Line # Commodity Description Bal. on Hand Quantity UOM Est. Unit Cost Extended Cost Business Unit and Object Account

1.000 490 1 YEAR MTC CONTRACT PER QUOTE 40426690 < > LO 4,332.0000 4,332.00 9091001.540210.100

ONE YEAR MAINTENANCE AGREEMENT FOR THE PERKIN ELMER ATOMIC ABSORPTION INSTRUMENT. THIS AGREEMENT IS PER QUOTATION NUMBER 40426690. AGREEMENT INCLUDES 1 PM VISIT, PARTS, TRAVEL, LABOR, PHONE SUPPORT AND A 5% TRAINING DISCOUNT.

TOTAL COST OF AGREEMENT IS \$4,332.00

PERIOD OF MAINTENANCE AGREEMENT IS 4/10/2012 THRU 03/31/2013

Total of Items Ordered 4,332.00

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2012 APR 11 PM 3:02
BOOKKEEPING

CERTIFICATION

I hereby certify that the items and/or services above are necessary to this department (or institution) and that the debit to the account & charges indicated above accurately reflect the specific line item budget appropriation approved by the Board of County Commissioners and there is a sufficient unencumbered balance in the account to grant same.

[Signature]
REQUISITIONER

BUREAU or DEPARTMENT HEAD

PURCHASING USE ONLY

APPROVED BUDGETARY ACCOUNT

CCA

ACCT #

DATE BY

THE BOARD OF COMMISSIONERS
TONI PRECKWINKLE

PRESIDENT

EARLEAN COLLINS	1st Dist.	PETER N. SILVESTRI	9th Dist.
ROBERT STEELE	2nd Dist.	BRIDGET GAINER	10th Dist.
JERRY BUTLER	3rd Dist.	JOHN P. DALEY	11th Dist.
WILLIAM M. BEAVERS	4th Dist.	JOHN A. FRITCHEY	12th Dist.
DEBORAH SIMS	5th Dist.	LARRY SUFFREDIN	13th Dist.
JOAN PATRICIA MURPHY	6th Dist.	GREGG GOSLIN	14th Dist.
JESUS G. GARCIA	7th Dist.	TIMOTHY O. SCHNEIDER	15th Dist.
EDWIN REYES	8th Dist.	JEFFREY R. TOBOLSKI	16th Dist.
		ELIZABETH ANN DODDY GORMAN	17th Dist.



BUREAU OF ADMINISTRATION
DEPARTMENT OF ENVIRONMENTAL CONTROL

DEBORAH C. STONE
DIRECTOR

69 West Washington • Suite 1900
Chicago, Illinois 60602-3004
TEL (312) 603-8200
FAX (312) 603-9828

April 10, 2012

Ms. Maria de Lourdes Coss
Purchasing Agent
Cook County Government
Room 1018

RE: System Requisition Number 103168

Dear Ms. Coss,

Attached you will find system requisition 103168 for sole source purchase of a Maintenance Agreement for Environmental Control's Atomic Absorption instrument from Perkin Elmer.

Perkin Elmer was chosen as sole source supplier as they are the manufacturer of the Atomic Absorption instrument, and service for it is proprietary.

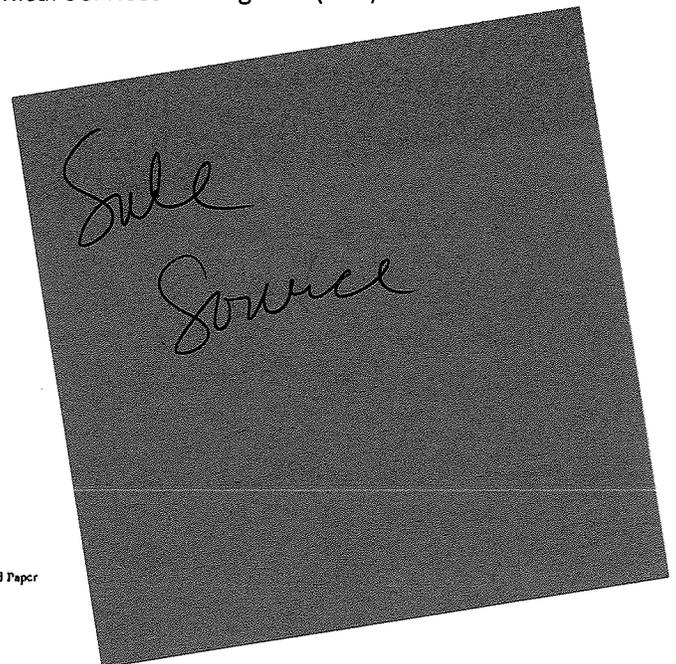
The service agreement covers preventative maintenance, parts, travel, labor and phone support and also gives us a 5% discount on any training we may want.

Your consideration in awarding this PO, will allow the Department to avoid prolonged downtime, and keep Atomic Absorption instrument, which is out of warranty, in proper running condition.

If you have any questions, please contact Les Young, Technical Services Manager at (708)865-5962.

Sincerely,

Deborah C. Stone
Director – Environmental Control





Cook County
Office of the Chief Procurement Officer

Sole Source Justification

General Information	Date: 04/10/2012
Unit/Department: Environmental Control	Phone No. 312/603-8248
Contact Name: Robin Mark	Email robin.mark@cookcountyl.gov

Vendor Information	Requisition No. 102772
Name: PerkinElmer LAS, Inc.	Purchase Order No.
Address: 710 Bridgeport Avenue, Shelton, CT 06484-4794 USA	Contract No.

Description. Please provide a description of the goods or services required, the duration or frequency of the requirement, and where will the services or goods be delivered.

1 Year Maintenance Agreement for service and repair of the Perkin Elmer Atomic Absorption instrument. This instrument is used for the toxic metals and lead analyses. The USEPA strongly recommends that Air Monitoring Agencies secure preventative maintenance agreements for sensitive instruments that are so vital to agency's network plan. This agreement is per quote 40426690.

Type. Please select one of the options and explain below.

Single Source Proprietary/Copyright Restrictions Equipment Compatibility
 Patented Product Exclusive or Unique Capability Other, please explain

Explanation: Why is this product or service the only one that would satisfy the requirement(s)?
Perkin Elmer does not authorize any other party to service Perkin Elmer manufactured instruments.

Due Diligence. Describe the due diligence performed that led to the conclusion that this is a sole source.

When questioned, vendor provided a sole source letter from the company stating they are the only manufacturer of the equipment.

Department Recommendation	
Requestor: <i>Robin Mark</i>	Date: 4/10/12
Department Head: <i>Donald Stone</i>	Date:

Chief Procurement Officer Approval	
Signature: <i>Maria de la Cruz</i>	Date: 6/19/12



> PerkinElmer Life and
Analytical Sciences
710 Bridgeport Avenue
Shelton, CT 06484
Phone: (203) 402 7154
Fax: (203) 944 4983
www.perkinelmer.com

October 27, 2011

Les Young
Cook County Government
Environmental Control
1500 S Maybrook Dr
Maywood, IL 60153

Dear Les,

Per your email request, please consider this letter as verification that Perkin Elmer is the *sole source* for parts, labor, and technical service for all instrumentation manufactured by Perkin-Elmer. In addition, *we do not authorize any other party to service our instruments*. Our Customer Support Engineers are Perkin Elmer trained and considered experts in their field. We realize that the financial aspects of Maintenance Plans are very important, however, we would like to remind you of the other benefits associated with having the Maintenance Plan:

- ♦ Priority response to your service requests
- ♦ Fixed charge enables budget planning
- ♦ Unlimited service calls
- ♦ Discounts on application and training offerings
- ♦ Factory authorized replacement parts

Should you need anything else, please do not hesitate to contact me.

Sincerely,

Marty Accardi
Service Contract Coordinator
One Source Laboratory Services Business
Martha.accardi@perkinelmer.com



**ONESOURCE LABORATORY
SERVICES**

PerkinElmer

For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40426690

Quotation Date
03/21/2011

Your Prior Agreement
35297784

Quote Expiration Date
05/30/2012

Customer Contact

Your Prior PO Number
173995-000-OP

Telephone Number
708 865 5962

Fax Number

QUOTATION - BASIC SERVICE PLAN

Site Address:

YOUNG, LES
COOK COUNTY GOVERNMENT
ENVIRONMENTAL CONTROL
1500 S MAYBROOK DR
MAYWOOD IL 60153
USA

Invoicing Address (if different)

COOK COUNTY GOVERNMENT
DEPT OF PURCHASE
COOK COUNTY BLDG
118 N CLARK ST RM 1018
CHICAGO IL 60602-1375
USA

Site Number
100013616

Customer Number
4009801

Payment Terms	Coverage Period	Billing Plan	Page Number
Due Upon Receipt	04/01/2012 to 03/31/2013	Yearly	1 of 3

Line	Quantity	Model	Description	List Price	Net Price
10	1	AANALYST200	AANALYST 200 Serial Number (200S6040502) Basic Coverage 1 PM visit; Parts, Travel, Labor, Phone Support & 5% Training Disc.	4,332.00	4,332.00
			Gross Price		4,332.00
			Net Price		4,332.00
			Note: taxes will be applied to your invoice if applicable		



**ONESOURCE LABORATORY
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PerkinElmer

For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40426690

Quotation Date
03/21/2011

Your Prior Agreement
35297784

Quote Expiration Date
05/30/2012

Customer Contact

Your Prior PO Number
173995-000-OP

Telephone Number
708 865 5962

Fax Number

QUOTATION - BASIC SERVICE PLAN

Site Address:

YOUNG, LES
COOK COUNTY GOVERNMENT
ENVIRONMENTAL CONTROL
1500 S MAYBROOK DR
MAYWOOD IL 60153
USA

Invoicing Address (if different)

COOK COUNTY GOVERNMENT
DEPT OF PURCHASE
COOK COUNTY BLDG
118 N CLARK ST RM 1018
CHICAGO IL 60602-1375
USA

Site Number
100013616

Customer Number
4009801

Payment Terms
Due Upon Receipt

Coverage Period

Billing Plan
Yearly

Page Number
2 of 3

Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
04/01/2012	4,332.00
Total billed	4,332.00

Customers can also elect to pay either monthly, quarterly, semi-annual or in arrears over the entire coverage period, however an administrative surcharge will be applied to each invoice.

PerkinElmer Contact information

Quoted by: Margie Roberson
Telephone: 203-944-2498
Fax Number: 203-944-4983
Email: marge.roberson@perkinelmer.com
Zone: Zone 1
Region: Midwest North Svcx
Location: USIL01



ONESOURCE LABORATORY SERVICES

PerkinElmer
For the Better

PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
SHELTON CT 06484-4794
USA

TEL: (800) 762-4000 FAX: (203) 944-4983

Quotation Number
40426690

Quotation Date
03/21/2011

Your Prior Agreement
35297784

Quote Expiration Date
05/30/2012

Customer Contact

Your Prior PO Number
173995-000-OP

Telephone Number
708 865 5962

Fax Number

QUOTATION - BASIC SERVICE PLAN

Site Address:

YOUNG, LES
COOK COUNTY GOVERNMENT
ENVIRONMENTAL CONTROL
1500 S MAYBROOK DR
MAYWOOD IL 60153
USA

Invoicing Address (if different)
COOK COUNTY GOVERNMENT
DEPT OF PURCHASE
COOK COUNTY BLDG
118 N CLARK ST RM 1018
CHICAGO IL 60602-1375
USA

Site Number
100013616

Customer Number
4009801

Payment Terms
Due Upon Receipt

Coverage Period

Billing Plan
Yearly

Page Number
3 of 3

Additional Notes:

1. This quotation is subject to the terms and conditions attached and is valid until the expiration date shown above.
2. Customer is responsible for applicable taxes, including sale, use and/or excise tax unless otherwise noted above.
3. If Preventative Maintenance is covered under your agreement, please indicate any special date requirements below.

PM#1 _____ PM#2 _____

If any information presented on the document is incorrect e.g Billing address, serial numbers, please indicate the required changes below:

PLEASE SIGN THIS MAINTENANCE AGREEMENT QUOTATION AND RETURN ORIGINAL COPY ALONG WITH YOUR PURCHASE ORDER TO:

By Mail:
PerkinElmer Health Sciences, Inc.
710 Bridgeport Avenue
Mail Stop 75
Shelton, CT 06484-4794

By Fax: 203-944-4983
OR
By E-mail: marge.roberson@perkinelmer.com

YOUR SIGNATURE BELOW CONFIRMS THAT YOU HAVE READ AND UNDERSTAND THE ABOVE STATEMENTS AND THAT THE INFORMATION INCLUDED THEREIN IS CORRECT TO THE BEST OF YOUR KNOWLEDGE.

IN ORDER TO AVOID A LAPSE IN SERVICE COVERAGE, PLEASE FORWARD A PURCHASE ORDER PRIOR TO THE EFFECTIVE START DATE OF THE CONTRACT.

Accepted By:

Date
Signature of Authorized Individual

Date
Print Name and Title

Date
Customer Purchase Order Number

Date
PerkinElmer Representative



PerkinElmer
For the Better

PerkinElmer Health Sciences, Inc. - Service Agreement Terms and Conditions

- 1. TERMS OF AGREEMENT:** These Service Agreement Terms and Conditions shall govern all orders for and purchases from PerkinElmer of services under a PerkinElmer Service Plan ("Services") and shall prevail over any pre-printed, standard or other terms set forth in Buyer's purchase order or any other document not signed by an authorized representative of PerkinElmer, which are hereby rejected and shall be void. Buyer's submission of a purchase order or other instrument regarding the purchase of Services in response to PerkinElmer's quotation or any other PerkinElmer document that includes or incorporates these terms shall be deemed acceptance of these terms to the exclusion of any other terms and conditions appearing in or referenced in such purchase order or other instrument.
- 2. REASONABLE EFFORTS:** PerkinElmer will use reasonable efforts under the circumstances to provide Services as quickly as possible. The Services will be scheduled at a time mutually agreed upon by PerkinElmer and the Buyer. Parts and components replaced or otherwise utilized in the repair of the instrument may be either new or refurbished at the discretion of PerkinElmer.
- 3. TERM; TERMINATION:** PerkinElmer may accept or reject at its discretion a purchase order for Services. Unless otherwise expressly stated by PerkinElmer in writing or under the terms of the purchased Service Plan, the initial term of a Service Plan and this Agreement is one year, commencing on the date designated by PerkinElmer in its quotation or otherwise specified to Buyer. A Service Plan may be terminated by either party upon at least thirty (30) days written notice to the other party. If Buyer is past due with respect to any invoices related to any account with PerkinElmer, PerkinElmer may, upon written notice to Buyer: suspend Services, demand payment for the balance due under this Agreement, and/or terminate this Agreement. In connection with a termination for convenience by either party, PerkinElmer shall refund Buyer any payments made by Buyer for Services beyond the effective date of termination, subject to a 15% cancellation charge on the total value of the underlying Service Plan.
- 4. PAYMENT:** Payment is due by Buyer upon receipt of invoice. Unless installment payment terms are agreed in writing by PerkinElmer and Supplier, Buyer shall deliver payment in full to the address set forth in PerkinElmer's invoice. Invoices not paid timely are subject to the lesser of fifteen percent (15%) per annum or the maximum prevailing legal interest rate, calculated from date of delinquency through the date payment is made in full. If PerkinElmer retains a collection agency and/or attorney to collect unpaid amounts, PerkinElmer may invoice Buyer for, and Buyer shall pay, all costs of collection including, without limitation, reasonable attorneys' fees.
- 5. WARRANTY; LIMITATION OF LIABILITY:** PerkinElmer warrants that it will provide Services at least in accordance with generally accepted standards prevailing in the instrument repair industry, at the time and place performed. Warranty claims must be made within 90 days after Services are performed. **PERKINELMER MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY WITH RESPECT TO ITS SERVICES, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED. PERKINELMER'S SOLE LIABILITY AND RESPONSIBILITY UNDER THIS AGREEMENT FOR BREACH OF WARRANTY IS PERFORMANCE OF THE SERVICES WITHIN A REASONABLE TIME OR RETURN OF THE FEE PAID FOR THE DEFECTIVE SERVICES, AT PERKINELMER'S OPTION. THESE ARE BUYER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE FULLEST EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PERKINELMER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE, EVEN IF PERKINELMER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, PERKINELMER'S LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES PROVIDED OR OTHERWISE SHALL NOT EXCEED, AND BUYER'S EXCLUSIVE REMEDY IN ANY EVENT SHALL BE LIMITED TO, THE AMOUNT ACTUALLY PAID BY BUYER FOR THE UNDERLYING SERVICE PLAN.**
- 6. EXCLUSIONS:** Service Plans do not include software or firmware upgrades, except where specifically included in PerkinElmer's quotation, and do not include replacement of parts, costs or repairs for defects or damages arising from or in connection with (a) abuse, misuse, mishandling, improper or inadequate maintenance, or failure to operate equipment in accordance with applicable specifications or instructions; (b) causes beyond PerkinElmer's reasonable control, including, without limitation, acts of God, power surges or failure, failure or interruption in communication lines, or corrosive Buyer samples; (c) installation of software or interfacing, or use in combination with software or products, not supplied or authorized by PerkinElmer; or (d) electrical work, transportation, modification, relocation, deinstallation, reinstallation, repair or service, performed by Buyer or by persons other than PerkinElmer authorized personnel. Further, parts in contact with any liquid, including but not limited to, seals, filters, gaskets, valves, syringes, tubing, tips, etc., are considered wetted and shall be deemed user replaceable and not covered by any Service Plan, unless otherwise stated in PerkinElmer's quotation.
- 7. CONSUMABLES:** The cost of consumables supplied by PerkinElmer in performing the Services are the responsibility of Buyer unless otherwise stated in PerkinElmer's quotation. Consumables include PerkinElmer's usual and customary parts, supplies and other items which are expendable by their nature or intended use, and those which are listed in the applicable instrument user's manual.
- 8. INSTRUMENT RECERTIFICATION:** PerkinElmer may require instrument recertification on a time and materials basis as a condition to performing Services if an instrument has not been under warranty or a service plan immediately prior to the time of Services.
- 9. TRAINING; INSTRUMENT RELOCATION:** Service Plans do not include Buyer training or services related to the relocation of instruments unless otherwise specifically stated in writing by PerkinElmer in any particular case.
- 10. ASSIGNMENT; GOVERNING LAW:** Neither this Agreement nor any Service Plan is assignable or otherwise transferable by Buyer. These Service Agreement Terms and Conditions and any underlying Service Plans shall be governed by the laws of the Commonwealth of Massachusetts, exclusive of its conflicts of laws rules, and all disputes shall be subject to the exclusive jurisdiction of the courts therein.
- 11. AMENDMENT; ENTIRE AGREEMENT:** No amendment or modification of these terms shall be binding unless in writing and signed by an authorized representative of both PerkinElmer and Buyer. These Service Agreement Terms and Conditions, together with PerkinElmer's quotation regarding the Service Plan(s) or other services subject to these terms and conditions, and PerkinElmer's description of the Services provided under the Service Plan purchased by Buyer, represents the entire agreement between the parties with respect to the subject matter herein.