

CITY OF CHICAGO

JNCP Form Rev

DEPARTMENT OF PROCUREMENT SERVICES
ROOM 403, CITY HALL, 121 N. LA SALLE ST.

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with **STERIS CORPORATION** for the product and/or services described herein.
(Name of Person or Firm)

This is a request for X (One-Time Contractor Requisition # _____ copy attached) or _____ Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____ (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following.

Contract #: _____

Specification #: _____

Mod. IL _____ (Attach List, if multiple)

X Thomas SALDANA
Originator Name

(912) 744-3738
Telephone

[Signature]
Signature

Water Management
Department

1-25-07
Date

Indicate SEE ATTACHED in each box below if additional space needed:

() PROCUREMENT HISTORY

Steris Corporation is the only one company that can work on these sterilizer and are a Sole Factory authorize supplier of parts and service for the equipment.

() ESTIMATED COST

Cost of this agreement per yr. is \$3,282.38 to be paid yearly for 3 yrs. This cost was quoted from Steris Corporation, see attached quote.

() SCHEDULE REQUIREMENTS

In order to comply with the State of Illinois Dept. of Public Health, this Service Agreement Needs to be Implement

() EXCLUSIVE OR UNIQUE CAPABILITY

Replacement parts if needed are only available from manufacturer Steris Corporation, which is the exclusive provider of this parts

() OTHER

APPROVED BY: [Signature]
OR DESIGNEE

1/30/07
DATE

BOARD CHAIRPERSON

DATE

PROCESSING REQUEST - Purchasing Requisition

TO SOLICIT-SOURCE
BOARD MEETING
01-24-07/FELICIA

TO: Procurement
FROM: Leo Lillard, Assistant Commissioner Water Management
DATE: 01-23-2007
RE: CONTRACT PROCESSING

1. () Request Renewal of Contract #__ for __ months.
Budgeted Amount \$ _____
Current Contract Expires: _____
2. (X) Request New Blanket for 36 MO.
Budgeted Amount \$ 9,847.14
3. () Request One-Time Purchase # _____
Budgeted Amount: \$ _____

Fill in information below for choice A, B or C above

Quantity Required: \$9,847.14

Description: SERVICE AGREEMENT FOR THE STERIS STEAM LABORATORY
STERILIZER

Item #():

Spec. #():

Justification:

Requisition :

Comments:

4. () Request Extension of Contract for months.
Current Contract Expires: _____
5. () Request Increase and or Vendor Limit of Contract # in the
Amount of \$ _____ for usage until contract is in place.
Current Contract Expires: _____
6. () Contract should not be renewed.

-
- | | | | |
|----------|---------------------|--------|-----------------|
| 1. (X) | CPAC Check List | 4. () | Spec |
| 2. () | Hard Copy of Req. | 5. () | OTHER (SPECIFY) |
| 3. (X) | Commissioner Letter | | |

Approved and Date:

Sent to Procurement

DPS PROJECT CHECKLIST

For DPS Use Only	
Date Received	_____
Date Returned	_____
Date Accepted	_____
CA/CN's Name	_____

IMPORTANT: PLEASE READ AND FOLLOW THE INSTRUCTIONS FOR COMPLETING THE PROJECT CHECKLIST AND CONTACT THE APPROPRIATE UNIT MANAGER IF YOU HAVE ANY FURTHER QUESTIONS. ALL INFORMATION SHOULD BE COMPLETED, ATTACH ALL REQUIRED MATERIALS AND SUBMIT FOR HANDLING TO THE DEPARTMENT OF PROCUREMENT SERVICES, ROOM 403, CITY HALL, 121 N. LASALLE STREET, CHICAGO, ILLINOIS 60602.

GENERAL INFORMATION:

Date: 01-23-2008
REQ No.:

Contact Person: MARGARITA ALVAREZ
Tel: 747-1683 Fax: 747-7078 E-mail: malvarez@cityofchicago.org

Project Manager: TOM SALDANA
Tel: 744-3738 Fax: 742-5461 E-mail: tsaldana@cityofchicago.org

PO No.: (if known): 2895

Modification No.: (if known):

Previous PO No.: (if known):

Project Description: SERVICE AGREEMENT FOR THE STERIS STEAM LABORATORY STERILIZER

FUNDING:

- | | | | | | |
|----------|---|---------------------------------------|-------------------------------------|---------------------------------|--------------------------------|
| City: | <input checked="" type="checkbox"/> Corporate | <input type="checkbox"/> Bond | <input type="checkbox"/> Enterprise | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |
| State: | <input type="checkbox"/> IDOT/Transit | <input type="checkbox"/> IDOT/Highway | <input type="checkbox"/> FAA | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |
| Federal: | <input type="checkbox"/> FHWA | <input type="checkbox"/> FTA | | <input type="checkbox"/> Grant* | <input type="checkbox"/> Other |

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	003	0200	088	4170	0360	W202	220360			9847,14

Estimated Value \$9,847.14

*IF GRANT FUNDED, A COPY OF THE APPROVED GRANT AND APPLICATION ARE REQUIRED and any other Terms and Conditions that may apply.

SCOPE STATEMENT:

Attached is a Detailed Scope of Services and/or Specification

IMPORTANT: THIS IS A CRITICAL PORTION OF YOUR SUBMITTAL. IN ORDER FOR DPS TO ACCEPT YOUR SUBMITTAL YOU MUST COMPLETE THE SPECIFIC SCOPE REQUIREMENTS AS SET FORTH IN THE SUPPLEMENTAL CHECKLIST FOR THAT UNIT.

The following is a general description of what should be included in a Scope of Services or Specification:
A clear description of all anticipated services and products, including: time frame for completion, special qualifications of prospective vendors, special requirements or needs of the project, locations, anticipated participating user departments, citation of any applicable City ordinance or state/federal regulation or statute.

TYPE OF PROCUREMENT REQUESTED (check all that apply):

NEW REQUEST

- Blanket Agreement
- Standard Agreement
- Small Orders

MOD/AMENDMENT

- Time Extension
- Vendor Limit Increase
- Scope Change/Price Increase/Additional Line Item(s)
- Other (specify):

FORMS: Requisition Special Approvals Non-Competitive Review Board (NCRB)

CONTRACT TERM: Requested Term (number of months): 36

PRE BID/SUBMITTAL REQUIREMENTS:

Requesting Pre Bid/Submittal Conference? Yes No Requesting Site Visit? Yes No

DETAILED SPECIFICATIONS

Scope

The Contractor shall provide maintenance service for Steris Steam Laboratory Sterilizer equipment to the City of Chicago, Department of Water Management, as outlined and in the attached quote.

Product Description

Steris Steam Laboratory Sterilizer serial number 011749334.

Service Agreement

Three years preventative maintenance. Includes parts, labor and travel.

Location

The work will be performed on-site at the Department of Water Management, Jardine Water Purification Plant.

MBE/WBE Compliance

Steris Corporation is the only company that can service the G5020/40 A/B Steris Steam Laboratory Sterilizer and the sole factory authorized supplier of parts and service. The DWM would like to request that there are no stated goals for this service agreement.

November 17, 2006

SUBJ: SOLE SOURCE LETTER

To Whom It May Concern,

Thank you for the subject inquiry.

Please be advised that the replacement parts manufactured or marketed by STERIS Corporation are supplied in compliance with original equipment manufacturers specifications.

STERIS sells and ships replacement parts directly to the end user of the products. Distributors are not utilized.

STERIS has two (2) area offices covering the Continental United States. Each area office has a cadre of Factory Trained Personnel who maintain the equipment through Preventative Maintenance Agreements. This process assures that STERIS Manufactured Equipment continues to operate in compliance with O.E.M. Specification.

STERIS is the Sole Factory Authorized Supplier of parts and service for the equipment that we manufacture which includes products under the brand names of AMSCO, Finn Aqua, HAMO, and Hausted.

Sincerely,

Debra Murphy

Supervisor, Contract Department

Erie, PA

(800) 333 8828, Ext 2694

Fax: (814) 870 8841

STERIS[®]



STERIS Corporation

CITY OF CHICAGO ALL PURPOSE REQUISITION FORM

DATE: 2-20-03 BUREAU/DIVISION: RWS/QUALITY D-36 SHIP CODE: SHIP TO: Mrs E. M. W. CHAMBERLAIN ATTN: T. S. WILSON 60611 DATE NEEDED: 60611

LINE	TERM FUND	COMMODITY CODE	SYS CODE	ITEM DESCRIPTION	CATALOG NAME#	CATALOG DATE	CATALOG PAGE	CATALOG TEMPART #	UNIT PRICE	UNIT OF MEASURE	QUANTITY ORDER	RCVD	TOTAL PRICE
01		236200	MM	REPAIR MAINTENANCE TO THE STERIS LAB (SEE ATTACHMENT)					9847.14				9847.14
				SERVICE AGREEMENT FOR									
				THE STERIS STEAM									
				LABORATORY STERILIZER									

COMMENTS:

CHECK OR COMPLETE ALL THAT APPLY

PARTICIPATING TA # _____

NEW TA OR CONTRACT SOLE SOURCE

PURCHASE ORDER CONTRACT AMENDMENT

DIRECT VOUCHER EMERGENCY REQUEST

7-DAY BID

FY	LINE	FUND	DEPT	ORGN	APPR	ACTV	ORBT	PROJECT	RPTG	DOLLAR AMT.
03		0200	088	4170	0410	W002	1460			4871.20

PAGE TOTAL 4871.20

GRAND TOTAL (ALL PAGES) 4871.20

VENDOR INFORMATION

COMPANY NAME: STERIS CORPORATION

ADDRESS: 2434 W. 23 RD ST, ERIE PA 16504-3901

VENDOR CODE: 9921113 A

REP/PHONE: 718-959-1492 / 911 333-9835

INVOICE NUMBERS(S)

BUREAU/DIVISION INFORMATION

SECTION MANAGER/ APRF PREPARED BY: [Signature]

ADDRESS: Mrs E. M. W. Chamberlain, 60611

DATE: 2-20-03 PHONE: 312-944-4082

DEPUTY AUTHORIZATION: [Signature]

DATE: 2/16/03 PHONE: 312-3702



AGREEMENT RENEWAL

QUOTED AGREEMENT #: 83028772/3

INVOICE TO: 34836

CHICAGO DEPARTMENT OF WATER

ATTN:

1000 E OHIO ST
CHICAGO, ILLINOIS 60611

DATE PRINTED: 1/22/2007

PO #: ***PO REQUIRED(YR 1 OF 3)

PARTS PO #:

AGREEMENT TERM: 02/01/2007 - 01/31/2008

BILLING FREQUENCY:

Please return a signed copy of the equipment listing and a hard copy of the purchase order as acceptance to the attention of your contract administrator at:

STERIS Corporation

2424 W 23rd ST

Erie PA 16506

ATTN: Service Contract Administration Department

PHONE: 1-800-333-8828 with Agreement Questions

FAX: 1-814-870-8841

This agreement cannot be active and no PM inspections performed, until the receipt of a hard copy purchase order showing the payment terms, agreement numbers or serial numbers, start date, applicable taxes and the full value of the contract. The purchase order has to be received no later than the 1st day of the agreement term, or PM Service will be delayed. Providing the PO within the required timeline will ensure we can maintain the agreement term, scheduled PM dates, and maintain contract customer status for preferred unscheduled hourly rates.

Customer Doc "3 YR AGREEMENT"
Comments: 2/07 \$3,282.38

2/08 \$3,282.38

2/09 \$3,282.38

PRICING INCLUDES 3% DISCOUNT WITH TRI-ANNUAL VISITS
POC: TOM SALDANA

EQUIPMENT LISTING

QUOTED AGREEMENT #: 83028772/3
EQUIPMENT ADDRESS: CHICAGO DEPARTMENT OF WATER
 1000 E OHIO ST,
 CHICAGO, ILLINOIS, 60611

Zone: US_FS_ZONE_H41100_NORTHWEST
District: US_FS_DIST_S41108_CHICAGO/MICH
Technician: John Hauger

Equipment Description	Serial #	Dept	Agreement Product	Coverage Type	Price	Billing Amount
20 IN GRV PWR SD STM LABSCI	011740334		NA-Custom Maintenance Agreement	Platinum	\$3,282.38	\$3,282.38

****Inspection Schedule** 02/2007,05/2007,10/2007

No. of Items to be Inspected: 1

No. of Items to be Inspected: 1

Billing Frequency:

Address Sub Total	\$3,282.38
Adjustments	-\$101.52
Billing Amount Total	\$3,282.38
Annual Agreement	\$3,282.38
Total Agreement	\$3,282.38

1. Terms and Conditions:

- (a) The terms and conditions set forth in this Agreement ("STERIS's Terms") apply to all Services sold or provided by STERIS pursuant to this Agreement. The terms and conditions contained in or referenced by any purchase order or other document issued by Subscriber shall not take precedence over STERIS's Terms unless signed by an authorized representative of both STERIS and Subscriber. No course of dealing, custom or usage that is contrary to STERIS's Terms shall apply.
- (b) STERIS reserves the right to correct any typographical or clerical errors in price, specifications, quotations or acknowledgements.

2. Services:

Subscriber has selected from the service options described in Attachment A (each a "Service Option") for each piece of equipment listed in this agreement (the "Equipment List"). The Service Options selected by Subscriber are referred to in this Agreement as the "Services". STERIS agrees to provide Subscriber with the Services according to the Terms and conditions of this Agreement.

3. Service Parameters:

- STERIS will perform the Services according to the following parameters and in accordance with the Service Options selected by Subscriber
- (a) Recall Alerts - STERIS will provide a recall alert monitoring and notification service for STERIS equipment.
- (b) Documentation - The parties agree to provide each other with the following documentation with respect to the Equipment:
- (i) An accurate inventory of the Equipment, the current form of which is included in this agreement (the "Equipment List").
- (ii) Subject to the confidentiality obligations contained in Section 13 below, STERIS will provide Subscriber with copies of all field service corrective maintenance work orders related to the Equipment that is owned or operated by Subscriber.
- (c) Normal Working Hours - The Services will be performed Monday through Friday, 8:00 A.M. to 5:00 P.M., local time, excluding federal holidays ("Normal Working Hours"). Any Services not performed during Normal Working Hours shall be billed at the then current applicable rate as set forth on Attachment A.
- (d) Response Time - STERIS will provide the following response times for unscheduled service calls placed through the STERIS Call Center at 1-800-333-8828:
- (i) Initial phone contact with the Subscriber within four (4) hours and
- (ii) on-site service within 48 hours. All response times are in accordance with Section 3(c).

4. Term and Termination:

- (a) Initial Term and Renewal - The Initial Term, and any Renewal Term (as defined herein), shall automatically renew for an additional one (1) year term (each a "Renewal Term") unless either party provides at least sixty (60) days written notice to the other prior to the expiration of the Initial Term or any Renewal Term.
- (b) Termination - Either party may terminate this Agreement with or without cause by providing at least ninety (90) days prior written notice to the other party.
- (c) Termination for Breach - This Agreement may also be terminated by either party in the event of a material breach of the terms of this Agreement by the other party, provided that the breaching party shall have a period of sixty (60) days following receipt of written notice of an alleged breach of any of the terms of this Agreement within which to correct such breach. If the breach is not corrected within that period, the non-breaching party may terminate this Agreement immediately by providing written notice of termination. Payment and service will continue until the effective date of the breach is not corrected termination. This Agreement shall be automatically terminated, however, as to any item of Equipment at the time that such item leaves the exclusive control of Subscriber.
- (d) Refunds/Cancellation Charges - If this Agreement is terminated by Subscriber other than in accordance with Section 4(c) above, Subscriber will pay to STERIS the difference, if any, between (i) the value of the Services provided by STERIS during the then current term of this Agreement, as calculated at STERIS's then current time and material rates, as of the effective date of such termination and (ii) the total fees paid by Subscriber during the then current term of this Agreement as of the effective date of such termination. The parties acknowledge and agree that the payment contemplated by this Section 4(d) is not a penalty, but is instead a reasonable attempt to quantify the damages to STERIS in the event of the termination contemplated by this Section 4(d) and that this Section 4(d) is reasonable under the circumstances.

5. Pricing and Payment:

- (a) Pricing - The prices for the Services are set forth in the Equipment List (the "Prices"). The Prices shall be firm for the first year of the Initial Term. Thereafter, STERIS shall have the right to increase the Prices on an annual basis by providing at least sixty (60) days prior notice of such increase to Subscriber.
- (b) Taxes - All charges are exclusive of applicable federal, state or local taxes. Unless Subscriber supplies an exemption or direct payment certificate, Subscriber shall pay, or reimburse STERIS for paying, any such taxes and STERIS may add such taxes to its invoices.
- (c) Payment - Invoices shall be sent to Subscriber on a monthly basis. Subscriber shall pay all invoices within thirty (30) days of receipt. STERIS may assess interest charges for late payment at the rate of 1 1/2% per month or the highest rate allowed by law, whichever is less, and Subscriber agrees to pay such charges. STERIS will be relieved of any obligation to tender Services during the period of time in which Subscriber's account is in arrears, provided that STERIS has given Subscriber thirty (30) days prior written notice. STERIS shall not be obligated to make up or provide reimbursement for Services not performed as a result of Subscriber's delinquent account status.
- (d) Exclusions - The Services do not include, and Subscriber agrees to pay STERIS at its then prevailing labor rates and parts prices for any services not included in the Service Option selected by Subscriber for any given piece of Equipment, including, without limitation, the following:

This document is confidential information. Disclosure to third parties is not permitted.

- (i) Equipment overhauls, welding, rebuilds, upgrades and/or relocations, door assemblies, Survivision Light cameras, monitors or recorders, pumps or motors with a sale price of greater than \$1,500.00, generators, water tanks, reservoirs, SYSTEM 1 trays, and SYSTEM 1 lids.
- (ii) Consumable and expendable items including, but not limited to, filters, cleaning agents, biological and chemical indicators, recording charts, paper, ink pens, ribbons, pen arms, surgical lamps, light handles, batteries, and all hydraulic oils;
- (iii) Surgical table accessories;
- (iv) Visits made at Subscriber's request to perform Services on Equipment which was not available or which could not be located;
- (v) Services requested by Subscriber due to failure of defective accessory items;
- (vi) Services or parts requested by anyone other than STERIS, unless authorized in writing by STERIS;
- (vii) Parts, manuals and/or labor found necessary to bring Equipment up to normal operating condition during the Pre-PM Inspection, provided that if Subscriber does not wish to bring the Equipment up to normal operating condition, STERIS will delete the Equipment from the Equipment List;
- (viii) Repairs resulting from operator error, misuse, abuse, improper operation or installation, defective accessories, being dropped, fire, loss, theft, utility failure, negligence by any party or other acts beyond the reasonable control of STERIS, or where STERIS determines that in fact no repair is actually required;
- (ix) Parts or labor required for recall or safety oriented modifications to non-STERIS Equipment;
- (x) Any repairs which are estimated by STERIS to cost in excess of 50% of the unit's current value (STERIS will provide Subscriber with a written estimate in such cases);
- (xi) Services performed outside of Normal Working Hours, unless work outside Normal Working Hours is provided for in the Equipment List; and
- (xii) Service lines, shut off valves, disconnect switches, or other components not a part of the Equipment unless otherwise specified.

6. Additions or Deletions of Equipment:

- (a) Additions or deletions of Equipment to or from the Equipment List may be made at any time, subject to both the inspection contemplated by Section 6(b) below and to the advance written agreement of both STERIS and Subscriber. Additions to contract after the 15th (fifteenth) of the month will be effective the 1st (first) of the following month. Additions to contract made before the 15th (fifteenth) of the month will be eligible for immediate coverage but will be invoiced for the entire month. Deletions may be made only where Equipment has been taken out of service. If Subscriber elects to keep an item of Equipment in service after STERIS has determined that the item can no longer be effectively or safely maintained, Subscriber will assume full responsibility for that decision and will defend and indemnify STERIS for any claims or liability arising from the condition or use of that item including any personal injuries to or death of any employees of Subscriber or STERIS.
- (b) Prior to the addition of any equipment to the Equipment List during the term of this Agreement, a Pre-PM inspection may be required to verify that the equipment is operating in accordance with the manufacturer's original equipment specifications (the "Pre-PM Inspection"). The Pre-PM Inspection will be at Subscriber's expense.

7. Equipment Manuals:

Subscriber will be responsible for acquiring any necessary operating and maintenance manuals for non-STERIS equipment covered under this Agreement. The cost of such manuals will be paid by Subscriber.

8. Subscriber's Responsibilities:

- (a) Access to Equipment - Subscriber shall provide STERIS's personnel with free and safe access to the Equipment on each date that service calls are made pursuant to this Agreement and shall assist STERIS's representative in any reasonable manner (including the provision of appropriate services such as electrical power, water, etc.) in said representative's performance of the Services. Subscriber will make all Equipment available for the Services as scheduled. STERIS will not be responsible for providing the Services for Equipment that is not made available.
- (b) Current Vendors - Subscriber, as a contractor of current service vendors, will be responsible for paying
 - (i) any amounts owed to a vendor that is terminated as a result of this Agreement or
 - (ii) any amounts owed to STERIS for Services performed prior to the time this Agreement either terminates or expires.
- (c) Employee Training - Subscriber acknowledges that it is the responsibility of Subscriber for ensuring that all personnel permitted to operate the Equipment will be adequately trained and supervised and that the Equipment will be operated in compliance with the manufacturer's instructions and all applicable laws, rules, regulations and/or standards.
- (d) Parking - Subscriber will provide STERIS personnel with suitable parking facilities, at no charge, while performing the Services.
- (e) Unauthorized Repair Personnel - Subscriber will permit only STERIS representatives, or any other party acting on behalf of STERIS, to make repairs or to replace parts of the Equipment. Invoices - With respect to services or parts provided by STERIS which are excluded from the Services under the terms of this Agreement, such services or parts will be charged at STERIS's then prevailing rate. Subscriber will maintain a standing purchase order to cover any such service and parts billing, and will pay all such charges in full within thirty (30) days of the date of STERIS's invoice. While payment for such services is not part of the Services, the rendering of such additional services shall otherwise be subject to the terms and conditions of this Agreement, notwithstanding the provisions of any purchase order issued by Subscriber.
- (g) Hazard Communication - Subscriber will provide STERIS with information as to all known hazards or hazardous materials with STERIS's personnel may encounter when working on Equipment and in the environments within which Equipment is located.

9. Excluded Performance:

STERIS's obligation to provide the Services will be relieved during any period during which STERIS's employees do not have access to Equipment by reason of war, act of terrorism, military action, nuclear hazard, energy shortage, government action, labor unrest, fire, act of God, or any other reason not within STERIS's reasonable control. It is understood that certain manufacturers of Equipment may have or may hereafter adopt a policy whereby replacement parts will be sold only to Equipment users. In the event that STERIS notifies Subscriber that a part or parts cannot be obtained directly from a manufacturer by STERIS, Subscriber will use its best efforts to obtain such parts directly from the manufacturer or assist STERIS in obtaining such parts. If a part or parts are so purchased by Subscriber, STERIS will credit Subscriber's account for the cost of such part or parts. STERIS will not be responsible if Equipment is removed from service by virtue of it's or Subscriber's inability to obtain necessary replacement parts.

10. Limited Warranty:

STERIS warrants that the Services and parts, and the labor associated with such parts, provided hereunder will be free from defects in material and workmanship under normal use and operation for a period of ninety (90) days from the date provided (the "Warranty Period"). During the Warranty Period, STERIS will repair such defects or replace any defective parts or labor at STERIS's expense. All replacement parts (whether new or reconditioned) will be of equivalent quality to the parts replaced, and replaced parts will become the property of STERIS. Parts generally considered as expendable during normal use are not covered under this warranty, nor is any repair or part replacement made necessary by operator error, misuse, abuse, improper operation, defective accessories, being dropped, fire, loss, theft, power failure, negligence by any party other than STERIS, or other acts or omissions beyond the reasonable control of STERIS, or where STERIS determines that in fact no repairs actually required. EXCEPT AS PROVIDED HEREIN, STERIS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER HEREOF, SERVICES TO BE PERFORMED BY STERIS PURSUANT TO THE TERMS HEREOF, OR PARTS TO BE SUPPLIED HEREUNDER.

11. Limitation of Liability:

In no case, whether as a result of breach of contract, breach of warranty or tort (including STERIS's or Subscriber's willful acts or negligence or strict liability) shall STERIS or Subscriber be liable to the other for any consequential or incidental damages incurred by the other, including but not limited to loss of revenue, profits or goodwill.

12. Indemnity:

Nothing contained in this Agreement is intended to relieve either STERIS or Subscriber from claims, liability, damages or expenses resulting from bodily injury, including death, or from property damage incurred due to the willful acts, the negligence or the strict liability of that party. STERIS agrees to defend, indemnify and hold Subscriber harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of STERIS or Subscriber or to third parties and for property damage to the extent caused by the willful acts or the negligence of STERIS or the strict liability of STERIS. Subscriber agrees to defend, indemnify and hold STERIS harmless from any and all claims, liability, damages or expenses (including reasonable attorneys' fees) due to personal injuries, including death, to employees of Subscriber or STERIS or to third parties and from property damage to the extent caused by the willful acts or the negligence of Subscriber or the strict liability of Subscriber.

13. Non Disclosure:

Subscriber acknowledges that in the course of preparing to perform and performing its obligations under this Agreement, STERIS has spent and will spend considerable effort and expense in compiling information and developing maintenance schedules, reports, protocols and procedures for STERIS's use in administering this Agreement. Portions of this information, including but not limited to maintenance schedules, reports, compilations of information, procedure manuals and forms, may be provided to Subscriber and its employees from time to time in written materials (the "STERIS Materials"). In addition, STERIS will make use of a computer system utilizing custom software developed by STERIS at great expense (the "STERIS Software"). Subscriber acknowledges that the STERIS Materials, STERIS Software, and the compilations of data prepared for use with the STERIS Software are the property of STERIS; agrees to treat them as confidential; agrees not to permit their disclosure to any third party; and agrees not to copy or use the STERIS Materials or STERIS Software except in accordance with this Agreement. Upon termination of this Agreement, Subscriber agrees to return all STERIS Materials, STERIS Software, or any copies thereof which are within its possession or control (other than reports which have been delivered to Subscriber by STERIS and which must be maintained by Subscriber for regulatory compliance) to STERIS and to refrain from making any claim to or use of the STERIS Materials, STERIS Software and related compilations of data. STERIS agrees that all information of Subscriber which is marked "Confidential" and which comes into STERIS's possession during the term of this Agreement will be treated as such, will be used only for provision of the Services, and will not be disclosed by STERIS to third parties.

14. Non Solicitation:

For the duration of this Agreement and for a period of two (2) years thereafter, Subscriber agrees not to solicit for employment or employ any STERIS technician or manager who has been engaged in providing services in connection with this Agreement. Due to the difficulty of ascertaining damages in the event of a breach of this provision, Subscriber agrees to pay STERIS as liquidated damages a sum equal to twelve (12) months pay for each hired technician or manager at the rate of the last full month of employment with STERIS. This charge shall be in addition to, and not in lieu of, the Company's right to terminate this contract pursuant to Section 4, obtain an injunction against the continued employment of the covered employee, as well as to pursue any other legal or equitable remedies which may be available.

15. Notices:

This document is confidential information. Disclosure to third parties is not permitted.

Any notice, instruction or other document pertaining to this Agreement shall be in writing and shall be delivered personally or sent by United States certified mail, return receipt requested, and addressed to Subscriber or STERIS as shown on the face of this contract, unless otherwise specified.

16. Severability:

Any portion of this Agreement found to be invalid by a court of competent jurisdiction shall not be cause for the cancellation or invalidation of the remaining clauses of this Agreement.

17. Waivers:

The failure to enforce any term of this Agreement by either party shall not act as a waiver of that party's right to insist on later performance of that or any other term of this Agreement, nor shall it act as a waiver of any of the party's rights with respect to the non performance.

18. Independent Contractor:

STERIS and Subscriber hereby acknowledge that STERIS shall perform the Services for Subscriber as an independent contractor. Nothing in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between STERIS and Subscriber.

19. Complete Agreement, Modification and Applicable Law:

This Agreement, including the Attachments hereto, constitutes the entire agreement and understanding between the parties hereto and supercedes all other agreements (whether written or oral) with respect to the subject matter hereof. No waiver or modification shall be effective unless in writing and signed by an authorized representative of each party. No course of dealing or trade usage not contained herein will be binding upon the parties hereto. This Agreement shall be governed by the laws of the State of Ohio. The parties hereby consent to the jurisdiction of the state and federal courts located in the State of Ohio as the appropriate forum for the resolution of any dispute arising hereunder. WHEREFORE, intending to be legally bound, the parties have executed this Agreement to be effective as of the Effective Date.

SUBSCRIBER

By: _____
Name: _____
Title: _____

STERIS CORPORATION

By: _____
Name: _____
Title: _____

**ATTACHMENT A
SERVICE OPTIONS & PRICING**

	Bronze	Bronze Plus	Silver	Gold	Platinum	Platinum First Year PM
PM Labor	X	X	X	X	X	X
PM Parts		X	X	X	X	X
Repair Labor		X	X	X	X	X
Repair Parts					X	X

- Platinum Level Service: Platinum Level Service includes all parts and labor to perform (i) scheduled preventive maintenance in accordance with STERIS's then current Preventive Maintenance Check List ("PMCL") and (ii) unscheduled repair visits, provided that parts required during unscheduled repair visits are subject to the parts exclusions as outlined in Section 5(d).
- Gold Level Service: Gold Level Service includes (i) all parts and labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL and (ii) all labor to perform unscheduled repair visits unscheduled repair visits
- Silver Level Service: Silver Level Service includes all parts and labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL.
- Bronze Plus Level Service: Bronze Plus Level Service includes all labor (i) to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL and (ii) to perform unscheduled repair visits. Parts required to perform scheduled preventive maintenance or to perform unscheduled repairs must be purchased by Subscriber prior to a visit by the STERIS Field Service Representative.
- Bronze Level Service: Bronze Level Service includes all labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL. Parts required to perform scheduled preventive maintenance must be purchased by Subscriber prior to a visit by the STERIS Field Service Representative
- 1st Year Preventive Maintenance Service Option: During the warranty period for new Equipment purchased by Subscriber, Subscriber will have a 1st Year Preventive Maintenance Service Option. The 1st Year Preventive Maintenance Service Option includes all parts (if applicable) and labor to perform scheduled preventive maintenance in accordance with STERIS's then current PMCL. Parts and labor for unscheduled repair visits during the warranty period are covered by the standard equipment warranty.
- Overtime Coverage Options: Overtime coverage, unless included as part of a Service Option and indicated on the Equipment List, will be charged at prevailing rates for any service performed outside Normal Working Hours.

Overtime coverage options must be noted on the Equipment List and are as follows:

Overtime Coverage Options	Option	Hours	Description
	PM Late	M-F 5PM-12:00 AM	Provides scheduled PMs during the hours indicated, excludes holidays.
	PM 24X5	M-F 24 hrs	Provides scheduled PMs during the hours indicated, excludes holidays.
	OT 24X7	24X7	Provides unscheduled maintenance at any time, includes holidays.

- Additional Service Options: In addition to the Service Options set forth in paragraphs 1-7 above, Subscriber may select from one or both of the following additional Service Options. If selected, the prices for additional Service Options selected by Subscriber shall be set forth on the Equipment List and such prices are not included in the price for the other Service Options selected by Subscriber. The following additional Service Options may be selected by Subscriber on the Equipment List for any piece of Equipment:
 - Chamber Cleaning – STERIS will provide periodic interior surface cleaning of the chamber walls of certain sterilizers included on the Equipment List. Unless otherwise included in the Service Option selected by Subscriber, the chamber cleaning services do not include any repairs or maintenance service that may be discovered during the course of the chamber cleaning services. All chemicals and equipment used in connection with such chamber cleaning services will be provided by STERIS. The Equipment List indicates the frequency of the chamber cleaning that is included in the Services.
 - Calibration Services – STERIS will provide NIST (National Institute of Standards and Technology) traceable on-site calibration of process measuring equipment used in manufacturing and manufacturing-support environments. The calibration services do not include any repairs or maintenance service that is discovered during the course of the calibration services. The Equipment List indicates the frequency of the calibration services that is included in the Services.

Prices:

- Prices: During the Initial Term of this Agreement, the Prices for the Service Options for each piece of Equipment selected by Subscriber are listed in the service agreement
- Zone Charges (that travel fee from STERIS primary technician's residence for unscheduled, billable work):
 - Zone 1 0-100 miles Prevailing Rate
 - Zone 2 101-250 miles Prevailing Rate
 - Zone 3 251-500 miles Prevailing Rate
 - Zone 4 >500 miles Prevailing Rate

This document is confidential information. Disclosure to third parties is not permitted.

01/25/2007 14:22 FAX 312 747 7078

DEPT OF SEWER

001

CITY OF CHICAGO

JNCP Form Rev

DEPARTMENT OF PROCUREMENT SERVICES

ROOM 403, CITY HALL, 121 N. LA SALLE ST.

JUSTIFICATION FOR NON-COMPETITIVE PROCUREMENT

COMPLETE THIS SECTION IF NEW CONTRACT

For contract(s) in this request, answer applicable questions in each of the 4 major subject areas below in accordance with the Instructions for Preparation of Non-Competitive Procurement Form on the reverse side.

Request that negotiations be conducted only with **STERIS CORPORATION** for the product and/or services described herein.

(Name of Person or Firm)

This is a request for X (One-Time Contractor Requisition # _____ copy attached) or _____ Term Agreement or Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" of all contracts within the _____ (Attach List) Pre-Assigned Specification No. _____ (Program Name) Pre-Assigned Contract No. _____

COMPLETE THIS SECTION IF AMENDMENT OR MODIFICATION TO CONTRACT

Describe in detail the change in terms of dollars, time period, scope of services, etc., its relationship to the original contract and the specific reasons for the change. Indicate both the original and the adjusted contract amount and/or expiration date with this change, as applicable. Attach copy of all supporting documents. Request approval for a contract amendment or modification to the following.

Contract #: _____

001

Specification #: _____

001

Mod. IL _____ (Attach List, if multiple)

X Thomas SALDANA
Originator Name

(312) 744-3738
Telephone

[Signature]
Signature

Water Management
Department

1-25-07
Date

Indicate SEE ATTACHED in each box below if additional space needed:

() PROCUREMENT HISTORY

Steris Corporation is the only one company that can work on these sterilizer and are a Sole Factory authorize supplier of parts and service for the equipment.

() ESTIMATED COST

Cost of this agreement per yr. is \$3,282.38 to be paid yearly for 3 yrs. This cost was quoted from Steris Corporation, see attached quote.

() SCHEDULE REQUIREMENTS

In order to comply with the State of Illinois Dept. of Public Health, this Service Agreement Needs to be Implement

() EXCLUSIVE OR UNIQUE CAPABILITY

Replacement parts if needed are only available from manufacturer Steris Corporation, which is the exclusive provider of this parts

() OTHER

APPROVED BY: _____
OR DESIGNEE DEPARTMENT HEAD

DATE

BOARD CHAIRPERSON

DATE

01/25/2007 14:22 FAX 312 747 7078

DEPT OF SEWER

0001

CITY OF CHICAGO

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Specification #: _____

Mod. IL _____ (Attach List, if multiple)

X THOMAS SALDANA
Originator Name

912 744-3738
Telephone

[Signature]
Signature

Water Management
Department

1-25-07
Date

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DEPARTMENT HEAD
OR DESIGNEE

DATE

BOARD CHAIRPERSON

DATE