## FILE COPY

CITY OF CHICAGO DEPARTMENTOFPURCHASES. CONTRACTS AND SUPPLIES. ROOM 403, CITY HALL, 121 N. LA SALLE ST.

OR DESIGNEE

## JUSTIFICATION FOR NON-COMPETITIVECED

COMPLETE THIS SECT	<u>10n if new contr</u>	ACT(S)			
or contract(s) in this requ	est, answer applicable o	uestions in each	of the 4 ma	PETRIN INTERP	incoordance with the
nstructions for Preparatio	<u>n of Non-Competitive P</u>	rocurement Form	on the rev	MENTEROVED	
		Teledyne Lee			H (11)
Request that negotiations b	e conducted only with _				Vor services described
berein.		(Name of Per	see or Firm	)	
This is a request for: $X$					
or Delegate Agency					
(Program Name)	(/			d Specification No	
(Program Name)		PT	6-Variance	d Contract No.	
COMPLETE THIS SECT	'ION IF AMENDMEN	TOR MODIFIC	ATIONT	O CONTRACT	
Describe in detail the chan	ge in terms of dollars, ti	me period, scope (	f services	etc. its relationship to	the original contract
and the specific reasons for	the change, Indicate bo	th the original an	d the adjus	ted contract amount an	d/or expiration date
with this change, as appli-	cable. Attach copy of a	ll supporting doc	uments. R	equest approval for a c	ontract amendment or
modification to the followir				• • • • • • • • • • • • • • • • • • • •	
Contract #:	Cor	mpany or Agency	Name:	<del></del>	
	_	_			
-Specification #:	Coi	ntract or Program	Description	on:	
Mod #:	(Attach List,	n maimbie)		•	
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. Rasheda Gaither	744-3724	Actal 4	. 00	Water Management	t 3/30/0 <b>7</b>
Originator Name	Telephone	Signatu		Department	Date
Indicate SEE ATTACHED				Dopartmen.	
purchased in 2004, and it ex	aintenance Agreement for the pired as of February 28, 2007.				ance agreement was
was quoted from Teledyne	year is \$5,050.00. The requir Leeman based on the previous equipment. The equipment ha	is contractual agreeme	quoted for a	year agreement which totals le cost is based on previous of	\$19 (4.50. This cost
preventive maintenar	JIREMENTS P's Chemistry Lab's work load of the is necessary. This equity Of Illinois EPA. It is required.	pment must be frequ	ently calibr	ated and service at least tv	vice per year. The Lab is
this agency. Since ex	isting equipment is in use o	contractor is well kn			
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would expedite service and a	ting equipment since it has be avoid delays and or shut dowr urther delays of servicing will	ns of work productivity	y. This contr		
years old. It i	ement is needed ASAP in order to s the main source of equipment for empetitive bidding could become	or determining mercury r	netals in sedin	ent and comprehensive samples	
				/ /	
APPROVED BY:			MI	ANDR	9/2/01
	PARTMENT HEAD			MOCHAIDDEBEON.	DATE
<i>DE</i>	TANIAL'S I REAU	DATE	509	AD CHAIRPERSON	DAIL

Department:	Department of Water Management
рерактеп.	Department of water Management
Description of Request:	Maintenance Agreement for Parts & Repair Services Leeman Automatic Mercury Stems
Vendor/Contractor:	Teledyne Leeman Labs
Requisition #:	34602
Requested Award Amount:	\$ 10, 78.25
Contract Terms:	2 Years
Assigned to:	Work Services – Claude Humphrey
Voting Results:	5-0 Approved
*Conditional Approval:	

## **DETAILED SPECIFICATIONS**

#### SCOPE

The Contractor will provide full Preventative Maintenance Service, Parts and Repair Service for Leeman Automatic Mercury System, F.O.B., City of Chicago, Department of Water Management, Jardine Water Purification Plant, 1000 East Ohio Street. In addition, the Contractor will furnish and deliver, F.O.B., City of Chicago, parts whether separately or in conjunction with Repair Services for the Leeman Automatic Mercury System all in accordance with the terms and conditions of this Specification and the Contractor's Proposal

## **EQUIPMENT**

The equipment is located at the Jardine Water Purification Plant, the equipment is a Hydra AA Analyzer.

## SERVICE REQUIREMENTS

## **Notification**

The Department of Water Management will contact the Contractor by phone or by purchase order release, for any maintenance, parts, and repair services required. The Contractor will be perform maintenance and repair services at Jardine Water Purification Plant or at Contractor's repair facility if the Contractor and the City deem that the repair cannot be accomplished at Jardine. The Department of Water Management will furnish the Contractor description of the type of parts and/or repair service required. The name and phone number of a contact person will be provided at the time of notification.

#### Service Hours

The Contractor will perform work under this Contract during the following hours:

Regular Service Hours 8:00 a.m. to 5:00 p.m., Central Standard Time, Monday through Friday, excluding Saturday, Sunday and any legal holidays.

The Contractor must respond on-site for repair service within forty-eight (48) hours of notification, and must respond within four (4) hours for request for telephone technical assistance. Contractor's telephone support hours are to be 8:30 a.m. to 5:30 p.m., Eastern Standard Time, Monday through Friday, excluding Saturday, Sunday and any Legal holidays.

## **Full Preventive Maintenance Service**

Full preventive maintenance service will be billed in quarterly increments and include any and all peripheral cost, as quoted in Cost Breakdowns on Contractor's Proposal. Full Preventive maintenance Service includes the following:

- parts
- lubricating equipment
- testing operation of equipment
- servicing equipment (labor)
- unlimited telephone technical assistance

Parts covered under Full Preventive Maintenance Service are as follows:

- any Leeman manufactured inner parts
- the catalyst

Parts not covered under the Full Preventive Maintenance Service are as follows:

- sample uptake, process and drain assembly
- sample dispenser tips, gas feed tubing, liquid/gas separator
- drying tubing, Nafion dryer, rinse cups assembly, fuses, pump head and clamps
- reductant/rinse bottles, sample/standards racks and cups, optical cells
- trap/furnace tube assy, mercury lamp, COP assy, o-rings
- reagent bottles, reagent cap/straws, reagent tubing
- vapor barriers/caps and frames
- dispenser valves, liquid/gas manifold
- computer, monitor, printer and peripheral
- any other non-Leeman purchased or manufactured parts
- parts damage by chemical exposure

The cost of parts not covered under the Full Preventive Maintenance Service will be based on the Manufacturer's Price List, as quoted in the Contractor's Proposal

In order to verify the price of any item to be purchased, the Contractor must provide the City with the manufacturer's Internet Website address, where available, that will enable the City the ability to view the price list of the items being purchased. The price list is to be an authentic manufacturer's price list and not a reproduction by the Contractor.

#### Work Schedule

The Contractor must provide a work schedule for the Full Preventive Maintenance Service, upon request, to the Department of Water Management authorized representative(s) for review and approval.

## Irreparable Equipment

In the event the equipment is irreparable, the Contractor must provide a written explanation of the problems to the Department of Water and the Department of Water Management will take the necessary actions to take the equipment out of service or to replace the equipment.

#### Repair Service

The Contractor will submit a repair proposal for any repairs required for the equipment whether at Jardine Water Purification Plant or the Contractor's repair facility. The Contractor, upon receipt of approval, in the form of a purchase order release, from an authorized representative of the Department of Water Management can proceed with repairs (See Section on Repair Proposals)-

Repair Service will be billed as follows:

- · hours of labor to repair the equipment
- cost of parts to repair the equipment

The cost of labor is to be billed at the Repair Service Labor rate as quoted in Cost Breakdowns and on the Contractor's Proposal

The cost of parts is to be billed at the cost of Parts from the current price list as quoted in the Contractor's Proposal

#### **Parts**

Pricing for any parts purchased separately or in conjunction with repair service will be based on the Manufacturer's Price List, as quoted in Cost Breakdowns and the Contractor's Proposal. The Contractor must furnish the manufacturer's retail price list, the manufacturer's invoice or print of manufacturer's list price from the Manufacturer's Internet Website for any parts used.

In order to verify the price of any item to be purchased, the Contractor must provide the City with the manufacturer's Internet Website address, where available, that will enable the City the ability to view the price list of the items being purchased. The price list is to be an authentic manufacturer's price list and not a reproduction by the Contractor.

#### REPAIR PROPOSALS

The Contractor will inspect the equipment and prepare a written repair proposal, for all repairs, which includes, but will not limited to, the following information:

- contract number
- name of City department
- name and phone number of City contact person
- description of equipment (make, model, serial number)
- date equipment is to be repaired
- repair work required
- listing of parts to be used to repair unit
- number of hours of labor to repair unit
- name and signature of the Contractor's employees performing the work

The Contractor, upon receipt of approval, in the form of a purchase order release, from an authorized representative of the Department of Water Management, can proceed with repairs.

In the event any piece of equipment cannot be repaired, due to replacement parts no longer being manufactured or other specific reasons, the Contractor will prepare a written explanation of the condition of the equipment and a recommended method of corrective action to be taken. The preventative maintenance service cost will increase or decrease proportionately.

The City reserves the right to add and/or delete equipment.

#### WARRANTY

Contractor will provide warranties for a period of one (1) year from the date of final acceptance or from the first day that the Contract parts and Services are placed I service by the City, whichever date is the later, that it will at its own expense and without any cost to the City, replace all defective Contract Parts and/or Services that may be required or necessary by reason of defective design, material or workmanship, or by reason of non-compliance with the Contract specifications.

If a longer warranty can be furnished, at no additional cost to the city, than the longer period will available.

In addition to all warranties, the Contractor will guarantee all Contract Parts and Services under the Contract in accordance with its standard guarantee regularly supplied to its customers

## **QUALITY OF REPAIR SERVICE**

All preventative maintenance and authorized repair services performed under this contract shall be performed by competent personnel, thoroughly trained and certified by the Contractor. Repair services must be performed in a workmanlike manner; using industry accepted practices and established manufacturer procedures. All unsatisfactory repairs will be made or returned for corrections at no expense to the City.

#### **CLEAN UP**

The Contractor will, during the progress of the work, remove and dispose of all materials and resultant dirt and debris on a daily basis and keep the work site(s) and adjacent premises in a clean condition satisfactory to the Department of Water. Upon completion of work, the Contractor must remove all surplus materials, tools and machinery from the work site, and must restore the site to the same general condition that existed prior to the commencement of its operation

#### **EMPLOYEES**

The Contractor's personnel will exercise safe and sound-business practices with the skill, care, and diligence normally shown by professionals employed in the ty pe of work required under this contract.

## **Character of Workers**

The Contractor must employ only competent and efficient employees, and whenever, in the opinion of the Commissioner of the Department of Water Management or authorized

representative, any employee is careless, incompetent, obstructs the progress of the work, acts contrary to instructions or conducts themselves improperly, the

will not permit any person to enter any City facility or property while under the influence of intoxicating liquors or illegal drugs or contraband. The Contractor will not permit obnoxious behavior, or possession or consumption of alcoholic beverages or illegal drugs or contraband anywhere on the site of any work to be performed under this Contract.

The Commissioner has authority to request the Contractor to remove any worker who proves to be incompetent or negligent in his/her duties.

#### **Uniforms**

The Contractor's employees are required to wear suitable uniforms, during the time they are on duty and/or on any City property.

The Contractor's employees must wear an identification badge at all times while on duty and/or on any City property

#### **WORK IN PROGRESS**

Work in progress at the termination date of the contract will be completed by the Contractor in the most expedient method available. In no event will the Contractor vacate his/her obligations under this contract until all work issued to him/her prior to the expiration of the Contract has been completed and accepted by the Department of Water Management.

6 Wentworth Drive Hudson, NH 03051 603-886-8400 Tel. 603-886-4322 Fax



A Teledyne Technologies Company

## **FULL MAINTENANCE AGREEMENT**

DATE	cu	STOMER P.	O. <b>NO</b> .	PHONE	NO.	CONTACT		CHANNELS	TERRITORY		
07/23/0	)7  *			312	2-744-3724	Rasheda Gaither		*	CR		
NAME (HER	EINAFTER	"CUSTOME!	₹")			PARTS:					
City of Chicago						INCLUDED (except consumables, see exclusions listed below)					
						MAXIMUM	Emergency				
1000 E	. Ohio Str	reet				NUMBER OF VISITS:	One (1)	OR	One (1)		
CITY		ST	ATE	ZIP					M-F 8:30A-5:00P		
Chicag	0		IL		60611	PERIOD OF TECHNICA	L PHONE SUPPORT:	UNLIMITED	Excl. Holidays		
INSTALLATI	ON LOCAT	ION (SITE)									
1000 E	. Ohio Str	reet				TELEPHONE RESPONS	4HRS OR LESS				
TRAVEL EXI	PENSES	FREIGHT		DEPOT	MAINTENANCE						
INCLU		INCLU		N/	A	ON-SITE LABOR AND F	RESPONSE TIME:	INCLUDED	48HRS OR LESS		
ITEM	INSTRU	MENT MOD	EL/DESCRIP	TION	INSTALL#	COMMENCE	EMENT DATE	ANNUAL	QUARTERLY		
							PRICE	PRICE			
1	1 HYDRA AA 62447 2 HYDRA AA 62447				09/01/2007 T	O 07/31/2008	\$5,550.00	<b>\$5.550.00</b>			
2					62447		O 07/31/2009	\$5,805.00	\$5,550.00 \$5,805.00		
3		927,		02447	00/01/20001	0 07/3 1/2009	\$5,605.00	\$5,605.00			
4							•				
					L EXCLUSIONS						
					liq/gas separator,	TOTAL		\$11,355.00	\$11,355.00		
drying tube, Nation dryer, rinse cup assy, fuses, pump head & clamps, reductant/rinse bits,											
					ssy,mercury lamp,	MULTI-UNIT DISCO	OUNT 5%	\$567.75	N/A		
			straws,reagent 1		•		151 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7				
and frames, dispenser valves, liq/gas manifold, computer, monitor, printer & peripherals.					r & peripherals.	QUARTERLY PAYM	MENT FEE 5%		<b>\$567.75</b>		
Any other non-Leeman purchased or manufactured parts. Parts damaged by chemical exposure.						TOTAL PAYMENT		640 707 05			
r arw darrage	a by chomoa	охрожию.	*** . · · · · · · · · · · · · · · · · ·	·····	-	TOTAL PATMENT		\$10,787.25			
Acceptance of this offer is expressly limited to				AMOUNT DUE EAC	CH OLIARTER	<b>,</b>	\$5.177.50				
the Teledyne Leeman Labs Terms & Conditions.						MICONT DOL LAC	AT GOARTER	PRICE	\$5,177.50 PRICE		
						SUBJECT TO CREE	DIT APPROVAL	ANNUAL	QUARTERLY		
ORDER WRITTEN BY PHONE #				PRODUCT LINE:							
Donald E. Miller 800-533-6267					6267	PS200/AP200/II,HYDRA AA, HYDRA PREP & HYDRA AF SERIES					
				****		,					

Prices will be adjusted to include taxes.

The parties have signed this Agreement on the dates set forth below.

CUSTOMER:	ACCEPTE			
SIGNED	SIGNED	SIGNED anall Mills		
		Donald E. Miller		
TITLE	TITLE	Service Contract Coordinator		
DATE	DATE	07/23/2007		



A Teledyne Technologies Company

July 5, 2007

Ms. Barbara Lumpkin City of Chicago Procurement Services 121 N. LaSalle St., Rm. 403 Chicago, IL 60602

Ref: Specification No. B2-93863-15, Contract 13291, Mod. No. 22381

Dear Ms. Lumpkin,

In an attempt to comply with the City of Chicago's WBE/MBE requirements, without success I have contacted the following certified firms.

Theresa Advantech Solutions 2340 S. Arlington Heights Rd. Arlington Heights, IL 60005 847-690-0255	Joannie Techserve Corporation 4513 Lincoln Ave. Lisle, IL 60532 630-969-2330	John Lim Certified System Solutions 5875 N. Lincoln Ave. Chicago, IL 60659 312-758-2323
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Therefore, I request waiver from the MBE/WBE commitment for the following reasons. Our service engineers undergo intensive training at our manufacturing facility in Hudson, New Hampshire and are thoroughly trained before performing repairs. Each of our field technicians must be proficient in the following disciplines; analytical chemistry, optics, spectroscopy, and electronics. In addition, they must have a mechanical aptitude and be able to comprehend and work with a variety of scientific analytical applications. Training is specific to each brand of instruments, as every manufacturer has their own unique design to achieve accurate analytical results. Also, damage caused by third party service attempts by individuals who are not properly trained, may void a customer's warranty and cause unnecessary expense to the user. Because of these requirements, it is unlikely that any outside firm can provide us with suitable support in our endeavor.

Sincerely,

Donald E. Miller

Service Contract Coordinator



June 29, 2007

Ms. Felicia Rawlings City of Chicago Department of Water Management 100 E. Ohio Street Chicago, IL 60611

Dear Ms. Rawlings,

Teledyne Leeman Labs is the only authorized manufacturer, distributor and supplier of Teledyne Leeman Labs equipment. These products include Mercury & Cyanide Analyzer products and the ICP spectrometers/DRE Direct Reading Echelle and the only authorized repair and replacement part source. Our service engineers undergo an intensive training session at our manufacturing facility in Hudson, New Hampshire and are thoroughly trained before performing repairs. In addition, all replacement parts are manufactured in our New Hampshire facility.

CUSTOMER SUPPORT

Sincerely,

Donald E. Miller

Donal Miller

Service Contract Coordinator



City of Chicago Richard M. Daley, Mayor

Department of Water Management

John F. Spatz, Jr. Commissioner

**Bureau of Administrative Support** 

Beverly J. Ingram Deputy Commissioner

DePaul Center, Suite 410 333 South State Street Chicago, Illinois 60604 (312) 747-8039 (312) 747-7078 (FAX) http://www.cityofchicago.org/

watermanagement

#### **MEMORANDUM**

TO:

Barbara A. Lumpkin

Chief Procurement Officer

Department of Procurement Services

FROM:

tonn F. Spatz/ Commissione

Department of Water Management

SUBJECT:

Sole Source Procurement

Preventative Maintenance Contract

Hydra AA Mercury System

Consumable Spare Replacement Parts

Requisition Number 34602

DATE:

August 29, 2007

The Department of Water Management Purification Laboratory Chemistry Unit is requesting a sole source purchase for a preventative maintenance agreement with Teledyne Instruments. This service agreement will help DWM maintain the Hydra System which is used to analyze mercury levels in sediments, raw and finished water. The Water Purification Chemistry Lab is certified by the Illinois Environmental Protection Agency (IEPA) for mercury analysis using method 245.1. This system is a fully automated mercury analyzer that achieves a 1-2 parts per trillion detection limit which employs EPA compliant. In addition, this analyzer will allow the Department of Water Management Chemistry Lab to maintain its work load of analyzing consumer complaints, water surveys, sediments, and comprehensive ongoing analysis.

Therefore, we would like to request your approval for a sole source purchase for two (2) years with the possibility of two one year extension options with Teledyne Instruments. Also, since Teledyne is the only company who can service or upgrade installed Teledyne products, the Department of Water Management would like to request that this contract be awarded with no stated MBE/WBE compliance goals.

Thank you in advance for your immediate attention.

CC:

Julie Hernandez-Tomlin

Beverly Ingram
Dennis Leonardo
Felicia Rawlings
Doug Yerks
Mark Hands
Claude Humphrey

Monica Cardenas

File





# DPS PROJECT CHECKLIST

E DRCTI O
For DPS Use Only
Date Received
Date Returned
Date Accepted
CA/CN's Name
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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

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GENERAL INFORMATION: Date: 8/6/2007 REQ No.: 34602  PO No.: (if known): spec#59398  Modification No.: (if known): Project Description: Maintenance, parts and repair serv						Contact Person: GIGI BROOMS Tel: 747-1681 Fax: 747-7078 E-mail:GBROOMS @cityofchicago.org Project Manager:Raisha Gaither Tel: 747-3724 Fax: E-mail: @cityofchicago.org Previous PO No.: (if known): vice for Leeman Automatic Mercury System Sole Source					
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NEW REQUEST  ☐ Blanket Agreement ☐ Standard Agreement ☐ Small Orders  ☐ Scope Change/Price Increase/Additional Line Item(s) ☐ Other (specify):											
FORMS		Requisition		Special Appr	ovals	☐ Non-Co	mpetitive Re	view Board (NCR	(B)		
	ACT TERI	M: AL REQU		quested To	erm (numi	ber of mo	nths): Z	years			
Requesti	ing Pre Bi	d/Submitta	I Confere		Yes 🗌	No Re	questing S	Site Visit? [	]Yes	□No	

PU079G\_Pre-Appd\_Req\_DPS\_Schedul ed\_Dept\_Burst\_APSRPT.rep Page 1 of 1 Run 08/04/2007 04:56

### CITY OF CHICAGO **PURCHASE REQUISITION**

Copy (Department)

**DELIVER TO:** 

**REQUISITION: 34602** 

D37

PAGE: CHEMISTRY LABORATORY

JARDIN WATER PURIFICATION PLNT

CHICAGO, ILLINOIS 60611, IL

**DEPARTMENT**: 88 - DEPARTMENT OF WATER MANAGEME PREPARER: Gigi Coleman Brooms

NEEDED:

APPROVED: 8/3/2007

**REQUISITION DESCRIPTION** 

MAINTENANCE, PARTS AND REPAIR SERVICE FOR LEEMAN AUTOMATIC MERCURY SYSTEM SOLE SOURCE

SPECIFICATION NUMBER: 59398

**COMMODITY INFORMATION** 

LINE ITEM QUANTITY **UOM UNIT COST TOTAL COST** 9386350150 2.00 Year 0.00 0.00

MAINTENANCE OF AUTOMATIC MERCURY SYSTEM - YEARLY MAINTENANCE OF AUTOMATIC MERCURY

SYSTEM

SUGGESTED VENDOR: REQUESTED BY: Gigi Coleman Brooms

DIST **BFY** FUND COST CTR APPR ACCNT **ACTV** PROJECT RPT CAT **GENRL FUTR** Dist. Amt. 1 007 0200 0884170 0162 220162 W202 0000000 0000000 00000 0000 0.00

> LINE TOTAL: 0.00

LINE ITEM QUANTITY UOM **UNIT COST TOTAL COST** 

93863.50 10,787,25 USD 1.00 10,787.25

PREVENTATIVE MAINTENANCE SERVICE, PARTS AND REPAIR SERVICE FOR LEEMAN AUTOMATIC MERCURY SYSTEM

SUGGESTED VENDOR: REQUESTED BY: Gigi Coleman Brooms

DIST **FUND COST CTR** APPR ACCNT **ACTV** PROJECT RPT CAT **GENRL FUTR** Dist. Amt. 1 0884170 007 0200 0162 220162 W202 00000000

000000 00000 0000 10,787.25 LINE TOTAL: 10,787.25

**REQUISITION TOTAL:** 10,787.25