

CITY OF CHICAGO
 DEPARTMENT OF PROCUREMENT SERVICES
 ROOM 403, CITY HALL, 121 N. LASALLE STREET

S.S.R.B.
 DATE 05/02/09
 APPROVED 5-0
 (NOP Form Rev) **CONDITIONALLY**
 APPROVED _____
 RETURN TO DEPT. _____
 UNAPPROVED _____

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 for the product and/or services described herein.
 (Name of Person or Firm)
 This is a request for (One-Time Contractor Requisition # 72186, copy attached) or _____ Term Agreement or _____ Delegate Agency (Check one). If Delegate Agency, this request is for "blanket approval" for 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 # _____	Company or Agency Name: _____
Specification # _____	Contract or Program Description: _____
Modification #: _____	(Attach List, if multiple)
<u>Thomas R SALDANA</u> Originator Name	<u>744-3238</u> Telephone
<u>Thomas R Salda</u> Signature	<u>WM</u> Department
	<u>4/9/09</u> Date

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

<input type="checkbox"/> PROCUREMENT HISTORY The two Steris, Inc. Steam Laboratory Sterilizers & Glass Wash machine were installed last year and had an one year Service Agreement warranty. It will expire on April 30, 2009. Steris, Inc is the only company that can service this equipment. They have Proprietary knowledge about the equipment and provide the operational software.
<input type="checkbox"/> ESTIMATED COST The TOTAL cost for a five year agreement would be approximately \$64,635.00.
<input type="checkbox"/> SCHEDULE REQUIREMENTS The Microbiology Laboratory has to maintain a 24 hour/7 days a week availability for testing of water. If any of these machines fail and cannot be put back into service quickly, the I.D.P.H. will find us in violation and potentially remove our certification.
<input type="checkbox"/> EXCLUSIVE OR UNIQUE CAPABILITY Steris Company has proprietary knowledge about the equipment and provide the operating software. STERIS Inc. tracks their own technicians and makes their own parts.
<input type="checkbox"/> OTHER

APPROVED BY: [Signature] 5/28/09
 DEPARTMENT HEAD OR DIRECTOR DATE
[Signature] 5/28/09
 HIGH PROCUREMENT OFFICER BOARD CHAIRPERSON DATE
[Signature] 5/28/09
 DATE OF APPROVAL



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>

May 22, 2009

Mr. Montel Gayles
Chief Procurement Officer
Department of Procurement Services
121 N. LaSalle, Room 403
Chicago, IL 60602

RE: Sole Source Procurement
Steris Corporation
Maintenance Service Agreement for Sterilizers
& Glass Washer Machines

Dear Mr. Gayles:

The Department of Water Management Microbiology Unit is requesting a sole source contract for a maintenance service agreement for sterilizers and glass washer machines with Steris Corporation. The sterilizers and glass washer machines were installed last year, and the initial service agreement expired 4/30/09. This service agreement will keep the machines maintained and running for the next five years. Additionally, it's very important that this service agreement be implemented due to compliance and certification by the State of Illinois Department of Public Health. Without the availability of these sterilizers, DWM would not be able to comply with regulations required by the State of Illinois and could risk the lost of certification.

The Steris Corporation is the sole factory authorized supplier of parts and service for this equipment and because of their exclusiveness, DWM is also requesting that this contract be approved and awarded with no stated goals. Thank you in advance for your consideration. If you have any questions or require additional information in order to process this request please contact Felicia Rawlings, Supervisor of Contracts at 745-0581.

Sincerely,


John F. Spatz, Jr.
Commissioner

NEIGHBORHOODS



cc: Julie Hernandez- Tomlin, DWM
Beverly Ingram, DWM
Dennis Leonardo, DWM
Alan Stark, DWM
Monica Cardenas, DPS
Terrance Gavin, DPS
Jim Bracewell, DPS

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: 4/6/2009
REQ No.: _____
Specification No.: (if known): _____
PO No.: (if known): _____
Modification No.: (if known): _____
Project Description: Purchase repair service contract for autoclaves and lab glassware washer from Steris Corporation.

Contact Person: Thomas Saldana
Tel: 744-3738 **Fax:** 742-5461 **E-mail:** tsaldana@cityofchicago.org
Project Manager: _____
Tel: 744-3738 **Fax:** 742-5461 **E-mail:** _____@cityofchicago.org
Previous PO No.: (if known): _____

FUNDING:

City: Corporate Bond Enterprise Grant* Other
 State: IDOT/Transit IDOT/Highway Grant* Other
 Federal: FHWA FTA FAA Grant* Other

LINE	FY	FUND	DEPT	ORGN	APPR	ACTV	OBJT	PROJECT	RPTG	\$ DOLLAR AMOUNT
	2009	0200	088	4170	0162	W202	220162			64,635.00

Estimated Value \$64,635.00

*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): SOLE SOURCE

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

CONTRACT TERM: N/A **Requested Term (number of months):** 60 N/A

STERIS®



May 15, 2009

City Of Chicago
Department of Water
333 S. State Street Ste. #410
Chicago, IL 60604
Attn: Margarita Alvarez

Re: Request for a Waiver from the MBE/WBE Requirement

Dear: Margarita:

STERIS is requesting a waiver concerning the requirement for subcontracting a portion of service work to local MBE/WBE. We do not subcontract any of our Service Contracts or repair services on STERIS equipment, because the 3rd Party Service Groups don't have the skill sets or product knowledge to work on our equipment. We want to ensure we are consistent with the level of service that is being provided on our equipment. Our name is on these products and we want to provide the very best service to our customers. STERIS Corporation does make every effort to buy parts from MBE/WBE vendors that are used in manufacturing our equipment.

If you have any questions or need additional information, please do not hesitate to call me at 814-835-2590. STERIS would like to thank you for your continued business support.

Sincerely,

A handwritten signature in cursive script that reads "Mike Reske".

Mike Reske
Director, Service Support

DETAILED SPECIFICATIONS

SCOPE

The Contractor will provide Preventive Maintenance Service for two Steris Steam Laboratory Sterilizers and one Steris Reliance 500 Glasswash Machine, City of Chicago, Department of Water Management, Jardine Water Purification Plant, 1000 East Ohio Street, Chicago, Illinois 60611, in accordance with all the terms and conditions of this specification.

EQUIPMENT

The Steris Steam Laboratory Sterilizer (20 inch oven), serial number 030740807 covered under this contract is located at the Department of Water Management, Jardine Water Purification Plant, 1000 East Ohio Street, Chicago, Illinois 60611.

The Steris Steam Laboratory Sterilizer (36 inch oven), serial number 030310813 covered under this contract is located at the Department of Water Management, Jardine Water Purification Plant, 1000 East Ohio Street, Chicago, Illinois 60611.

The Steris Reliance 500 Glasswash Machine, serial number 3603208002 covered under this contract is located at the Department of Water Management, Jardine Water Purification Plant, 1000 East Ohio Street, Chicago, Illinois 60611.

SERVICE HOURS

All work performed under *this* contract will be performed during the following hours:

Regular service hours: 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding Saturday, Sunday or legal holidays.

No overtime or holiday hours will be requested or required by the Department of Water Management.

SERVICE REQUIREMENTS

Notification

The Department will contact the Contractor by phone or purchase order release, for any replacement parts and/or repair services required. The Department will furnish the Contractor with the location and description of the type of replacement parts and/or repair service required. The

name and phone number of a contact person will be provided at *the* time of notification.

The Contractor will respond *with* an initial phone call for unscheduled repair service and will respond on-site within forty-eight (48) hours of initial phone call, if required.

Preventive Maintenance Service

All preventive maintenance service will be based on a yearly rate and will be performed three (3) times per year, as quoted in the Contractor's Proposal. Preventive maintenance is to be billed in yearly increments, unless otherwise requested by the Department.

Preventive Maintenance Service calls will consist of the following:

- All parts and labor.
- All unscheduled repair visits,
- A technician inspecting, adjusting, lubricating and/or replacing parts.
- Secured access to a toll free "800" hotline number for technical support.

Preventive Maintenance Service will include all work and materials delineated herein and any and all peripheral costs (e.g. labor, materials, priority freight charges, transportation, guarantees, warranties, insurance, travel expenses, etc.).

The yearly cost for Preventive Maintenance Service will be as follows:

2009 - 20 inch oven \$3,282.38; 36 inch oven \$3,762.48; Glass washer \$5,407.36
05/1/2009 through 04/30/2010 Total service cost \$12,452.22

2010 - 20 inch oven \$3,282.38; 36 inch oven \$3,762.48; Glass washer \$5,407.36
05/1/2010 through 04/30/2011 Total service cost \$12,452.22

2011 - 20 inch oven \$3,282.38; 36 inch oven \$3,762.48; Glass washer \$5,407.36
05/1/2011 through 04/30/2012 Total service cost \$12,452.22

2012 - 20 inch oven \$3,380.85; 36 inch oven \$3,875.35; Glass washer \$5,569.58
05/1/2011 through 04/30/2012 Total service cost \$12,825.78

2013 - 20 inch oven \$3,482.28; 36 inch oven \$3,991.61; Glass washer \$5,736.67
05/1/2011 through 04/30/2012 Total service cost \$13,210.56

The annual block of parts (consumables) needed costs an additional \$ 414.00 per year for three

Correction of Work

years (total cost \$1,242.00).

The total cost for five years of service and including the consumable parts is \$64,635.00

The Contractor will provide documentation of the preventive maintenance schedule to the Department of Water Management, Jardine Purification Plant. The submission schedule for preventive maintenance reports will be mutually agreed upon by the Contractor and the Department of Water Management.

It is the responsibility of the Contractor to notify the Department's authorized representative of any conditions that might require repair or adversely impair the proper operation of two Steris Steam Laboratory Sterilizers and Steris Reliance 500 Glasswash Machine.

Work Schedule

The Contractor will provide a work schedule for any Scheduled Preventive Maintenance, upon request, to the Department of Water Management or authorized representatives) for review and approval.

Irreparable Equipment

In the event the equipment is irreparable, the Contractor will provide a written explanation of the problems to the Department and the Department will take the necessary action as to the disposition of the equipment.

PARTS

Parts, components, assemblies and/or accessories furnished under this contract must be genuine replacement parts as manufactured or supplied by the Original Equipment Manufacturer (O.E.M.) unless O.E.M. parts, components, assemblies and/or accessories are no longer available.

All parts, components and/or assemblies furnished that are not O.E.M. are to be considered "Generic" and must be compatible and interchangeable with existing City owned equipment. The Department must be informed of any "generic" parts used and reserves the right to refuse the use of those parts.

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 City reserves the right to add and/or delete various models and types of Steris Steam Laboratory Sterilizers and Steris Reliance 500 Glasswash Machine during the term of the Contract.

TIME OF COMPLETION

It is understood and agreed that TIME IS OF THE ESSENCE in this Contract, and the Contractor will begin and prosecute the work covered by this Contract with all due diligence as to complete any repairs covered under this Contract within three (3) business days after the date of notification to commence work by the Department of Water Management, or as authorized requested by the Commissioner or authorized representative. If there are delays due to lack of parts or other circumstance, then the Contractor will immediately notify the Commissioner of the Department of Water Management or authorized representative.

CLEAN UP

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

PROTECTION OF WORK, DAMAGES AND REPAIRS

The Contractor must provide protection for all uncompleted work under this contract until the work has been completed and accepted by the City.

The Contractor will be responsible for and shall repair and pay for damages to new and existing structures, material, equipment, plant, stock and apparatus during the course of the work, where such damage is directly due to work under this contract, or where such damage is the result of the negligence, or carelessness on the part of the Contractor or of its employees, or on the part of the Contractor's subcontractor or its employees. However, the Contractor must first immediately notify the Commissioner, or his authorized representative, and report the nature and extent of damages prior to making any such necessary repairs.

GUARANTEE

The Contractor must furnish a guarantee for the Preventive Maintenance Service for two Steris Steam Laboratory Sterilizer and Steris Reliance 500 Glasswash Machine provided under this contract in accordance with the standard guarantee regularly supplied.

Correction of Work

At a minimum, the Contractor hereby guarantees for a period of one (1) year from the date of final acceptance by the City, that it will, at its own expense and without any cost to the City, replace all defective parts and make any repairs that may be required or made necessary by reason of defective design, material or workmanship, or by reason of non-compliance with these specifications. The guarantee period will commence on the first day the unit is placed in service by the City. If a longer guarantee can be furnished, at no additional cost to the City, the longer period will prevail.

QUALITY OF WORKMANSHIP AND MATERIALS STANDARDS OF PERFORMANCE

The Contractor will perform or cause to be performed, all Work required of it under the terms and conditions of this Contract with that degree of skill care and diligence normally exercised by experienced Contractors performing work in projects of a scope and magnitude comparable to this project. The Contractor will use reasonable efforts to assure timely and satisfactory completion of the Work. The Contractor will at all times, act in the best interest of the City. The contractor will perform or cause to be performed, all Work in accordance with the terms and conditions of this Contract and to the reasonable satisfaction of the City.

CORRECTION OF WORK

The Contractor when directed in writing by the Commissioner, will promptly remove, re-perform or correct all Work Identified to be defective or as failing to conform to the standards set forth above or in the Contract Documents, whether observed before or after completion of the Contractor's Work and whether or not installed or completed. The Contractor will bear all costs of correcting such defective or nonconforming Work, including costs associated with removing any nonconforming Work and installing corrected Work and compensation for any additional services made necessary thereby.

FAILURE TO PROCEED WITH DIRECTED WORK

In case of failure on the part of the Contractor to execute Work ordered, In writing, by the Commissioner, the Commissioner may, at the expiration of a period of forty-eight (48) hours,

request the Chief Procurement Officer to give notice, in writing, to the Contractor and proceed to execute such Work as may be deemed necessary and the cost thereof, will be deducted from compensation due or which may become due the Contractor under this Contract.

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 type of work required under this Contract.

CHARACTER OF WORKERS

The Contractor will 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 Contractor will, upon the request of the Commissioner, remove the employee from the work and will not employ such employee again for the work under this Contract, except with the written consent of the Commissioner. The Contractor 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 on any City property.

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

The Contractor's employees must have proper identification on their person before they will be allowed on any City property.

Correction of Work

**CITY OF CHICAGO
 PURCHASE REQUISITION**

Copy (Department)

DELIVER TO: D36 MICROBIOLOGY LABORATORY JARDIN WATER PURIFICATION PLNT CHICAGO, ILLINOIS 60611, IL	REQUISITION: 43186 PAGE: 1 DEPARTMENT: 88 - DEPARTMENT OF WATER MANAGEMENT PREPARER: Margarita Alvarez NEEDED: APPROVED: 6/5/2009
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REQUISITION DESCRIPTION

NEW SOLE SOURCE CONTRACT FOR MAINTENANCE SERVICE AGREEMENT FOR STERILIZERS AND A GLASS WASH MACHINE (SMALL ORDER)
 SPECIFICATION NUMBER: 74186

COMMODITY INFORMATION

LINE	ITEM	QUANTITY	UOM	UNIT COST	TOTAL COST						
1	9386342408	64,635.00	USD	1.00	64,635.00						
MAINTENANCE OF SPECIALIZED LABORATORY EQUIPMENT FOR THE DEPT OF WATER - MAINTENANCE AND REPAIR SERVICES FOR GLASS WASHING AND STERILIZING MACHINE											
SUGGESTED VENDOR:						REQUESTED BY: Alan E Stark					
DIST	BFY	FUND	COST CTR	APPR	ACCNT	ACTV	PROJECT	RPT CAT	GENRL	FUTR	Dist. Amt.
1	009	0200	0884150	0342	220342	W202	00000000	000000	00000	0000	64,635.00
LINE TOTAL:											64,635.00
REQUISITION TOTAL:											64,635.00

Where a commodity is for a particular or unique use other than standard quality, grades, color, size or other characteristics, give details of how it will be and for what purpose. Requisitions prepared incorrectly will be returned to the using department.

**CITY OF CHICAGO
ECONOMIC DISCLOSURE STATEMENT
AND AFFIDAVIT**

SECTION I -- GENERAL INFORMATION

A. Legal name of Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

STERIS Corporation

Check ONE of the following three boxes:

Indicate whether Disclosing Party submitting this EDS is:

1. the Applicant
OR

2. a legal entity holding a direct or indirect interest in the Applicant. State the legal name of the Applicant in which Disclosing Party holds an interest: _____
OR

3. a specified legal entity with a right of control (see Section II.B.1.b.) State the legal name of the entity in which Disclosing Party holds a right of control: _____

B. Business address of Disclosing Party:

2424 West 23rd Street

Erie, PA 16506

C. Telephone: 814-835-2590 Fax: 814-870-8350 Email: mike_reske@steris.com

D. Name of contact person: Mike Reske

E. Federal Employer Identification No. (if you have one): 34-1482024

F. Brief description of contract, transaction or other undertaking (referred to below as the "Matter") to which this EDS pertains. (Include project number and location of property, if applicable):

Provide Preventive Maintenance on STERIS Equipment.

G. Which City agency or department is requesting this EDS? Department of Water Management

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # _____ and Contract # _____

SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- | | |
|--|--|
| <input type="checkbox"/> Person | <input type="checkbox"/> Limited liability company* |
| <input checked="" type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership* |
| <input type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture* |
| <input type="checkbox"/> Sole proprietorship | <input type="checkbox"/> Not-for-profit corporation |
| <input type="checkbox"/> General partnership* | (Is the not-for-profit corporation also a 501(c)(3))? |
| <input type="checkbox"/> Limited partnership* | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Other (please specify) |

* Note B.1.b below.

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Ohio

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes No N/A

B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1.a. List below the full names and titles of all executive officers and all directors of the entity. For not-for-profit corporations, also list below all members, if any, which are legal entities. If there are no such members, write "no members." For trusts, estates or other similar entities, list below the legal titleholder(s).

Name	Title
Walter M. Rosebrough	President & CEO
Michael J. Tokich	Senior Vice President & CFO
Gerard J. Reis	Senior Vice President Government & Administration
Peter A. Burke	Senior Vice President & Chief Technology Officer
Mark D. McGinley	Senior Vice President General Counsel & Secretary Legal
R. Gregoire Blackmore	Senior Vice President & Group President of Life Sciences
Timothy L. Chapman	Senior Vice President & Group President Healthcare

1.b. If you checked "General partnership," "Limited partnership," "Limited liability company," "Limited liability partnership" or "Joint venture" in response to Item A.1. above (Nature of Disclosing Party), list below the name and title of each general partner, managing member, manager or

any other person or entity that controls the day-to-day management of the Disclosing Party. **NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title

2. Please provide the following information concerning each person or entity having a direct or indirect beneficial interest (including ownership) in excess of 7.5% of the Disclosing Party. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None." **NOTE:** Pursuant to Section 2-154-030 of the Municipal Code of Chicago ("Municipal Code"), the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

Name	Business Address	Percentage Interest in the Disclosing Party
N/A		

SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

Yes No

If yes, please identify below the name(s) of such City elected official(s) and describe such relationship(s):

SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total

amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll.

“Lobbyist” means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. “Lobbyist” also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated)
N/A			

(Add sheets if necessary)

Check here if the Disclosing party has not retained, nor expects to retain, any such persons or entities.

SECTION V -- CERTIFICATIONS

A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the term of the contract.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes No No person owns 10% or more of the Disclosing Party.

If “Yes,” has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes No

B. FURTHER CERTIFICATIONS

1. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.1. of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, within a five-year period preceding the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in clause B.1.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, within a five-year period preceding the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

2. The certifications in subparts 2, 3 and 4 concern:

- the Disclosing Party;
- any "Applicable Party" (meaning any party participating in the performance of the Matter, including but not limited to any persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity); with respect to Applicable Parties, the term Affiliated Entity means a person or entity that directly or indirectly controls the Applicable Party, is controlled by it, or, with the Applicable Party, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Applicable Party or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Applicable Party or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Applicable Party, nor any Affiliated Entity of either the Disclosing Party or any Applicable Party nor any Agents have, during the five years before the date this EDS is signed, or, with respect to an Applicable Party, an Affiliated Entity, or an Affiliated Entity of an Applicable Party during the five years before the date of such Applicable Party's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or
- c. made an admission of such conduct described in a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

3. Neither the Disclosing Party, Affiliated Entity or Applicable Party, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

4. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

5. The Disclosing Party understands and shall comply with (1) the applicable requirements of the Governmental Ethics Ordinance of the City, Title 2, Chapter 2-156 of the Municipal Code; and (2) all the applicable provisions of Chapter 2-56 of the Municipal Code (Office of the Inspector General).

6. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

For purposes of this Part C, under Municipal Code Section 2-32-455(b), the term "financial institution" means a bank, savings and loan association, thrift, credit union, mortgage banker, mortgage broker, trust company, savings bank, investment bank, securities broker, municipal securities broker, securities dealer, municipal securities dealer, securities underwriter, municipal securities underwriter, investment trust, venture capital company, bank holding company, financial services holding company, or any licensee under the Consumer Installment Loan Act, the Sales Finance Agency Act, or the Residential Mortgage Licensing Act. However, "financial institution" specifically shall not include any entity whose predominant business is the providing of tax deferred, defined contribution, pension plans to public employees in accordance with Sections 403(b) and 457 of the Internal Revenue Code. (Additional definitions may be found in Municipal Code Section 2-32-455(b).)

1. CERTIFICATION

The Disclosing Party certifies that the Disclosing Party (check one)

is is not

a "financial institution" as defined in Section 2-32-455(b) of the Municipal Code.

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in Chapter 2-32 of the Municipal Code. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in Chapter 2-32 of the Municipal Code. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in Section 2-32-455(b) of the Municipal Code) is a predatory lender within the meaning of Chapter

2-32 of the Municipal Code, explain here (attach additional pages if necessary):

NA

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: Does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes No

NOTE: If you checked "Yes" to Item D.1., proceed to Items D.2. and D.3. If you checked "No" to Item D.1., proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes No

3. If you checked "Yes" to Item D.1., provide the names and business addresses of the City officials or employees having such interest and identify the nature of such interest:

Name	Business Address	Nature of Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

The Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies from the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves) and has disclosed in this EDS any and all such records to the City. In addition, the Disclosing Party must disclose the names of any and all slaves or slaveholders described in those records. Failure to comply with these disclosure requirements may make the Matter to which this EDS pertains voidable by the City.

Please check either 1. or 2. below. If the Disclosing Party checks 2., the Disclosing Party must disclose below or in an attachment to this EDS all requisite information as set forth in that paragraph 2.

1. The Disclosing Party verifies that (a) the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities for records of investments or profits from slavery, the slave industry, or slaveholder insurance policies, and (b) the Disclosing Party has found no records of investments or profits from slavery, the slave industry, or slaveholder insurance policies and no records of names of any slaves or slaveholders.

2. The Disclosing Party verifies that, as a result of conducting the search in step 1(a) above, the Disclosing Party has found records relating to investments or profits from slavery, the slave industry, or slaveholder insurance policies and/or the names of any slaves or slaveholders. The Disclosing Party verifies that the following constitutes full disclosure of all such records:

SECTION VI -- CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995 who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Begin list here, add sheets as necessary):

NA

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995 have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in Paragraph A.1. above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A.1. and A.2. above.

If the Matter is federally funded and any funds other than federally appropriated funds have been or will be paid to any person or entity for influencing or attempting to influence an officer or employee of any agency (as defined by applicable federal law), a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the Matter, the Disclosing Party must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The form may be obtained online from the federal Office of Management and Budget (OMB) web site at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>, linked on the page http://www.whitehouse.gov/omb/grants/grants_forms.html.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities".

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A.1. through A.4. above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question 1. or 2. above, please provide an explanation:

**SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION,
COMPLIANCE, PENALTIES, DISCLOSURE**

The Disclosing Party understands and agrees that:

A. By completing and filing this EDS, the Disclosing Party acknowledges and agrees, on behalf of itself and the persons or entities named in this EDS, that the City may investigate the creditworthiness of some or all of the persons or entities named in this EDS.

B. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

C. The City's Governmental Ethics and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of these ordinances and a training program is available on line at www.cityofchicago.org/Ethics, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

D. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded, void or voidable), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other transactions with the City. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

E. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided on this EDS and any attachments to this EDS may be made available to the public on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

F. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires.

The Disclosing Party represents and warrants that:

G. The Disclosing Party has not withheld or reserved any disclosures as to economic interests in the Disclosing Party, or as to the Matter, or any information, data or plan as to the intended use or purpose for which the Applicant seeks City Council or other City agency action.

For purposes of the certifications in H.1. and H.2. below, the term "affiliate" means any person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, 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; or organization of a business entity following the ineligibility of a business entity to do business with the federal government or a state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity.

H.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its affiliates delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

H.2. If the Disclosing Party is the Applicant, the Disclosing Party and its affiliates will not use, nor permit their subcontractors to use, any facility on the U.S. EPA's List of Violating Facilities in connection with the Matter for the duration of time that such facility remains on the list.

H.3 If the Disclosing Party is the Applicant, the Disclosing Party will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in H.1. and H.2. above and will not, without the prior written consent of the City, use any such contractor/subcontractor that does not provide such certifications or that the Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

NOTE: If the Disclosing Party cannot certify as to any of the items in H.1., H.2. or H.3. above, an explanatory statement must be attached to this EDS.

CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

STERIS Corporation
(Print or type name of Disclosing Party)

Date: June 4, 2009

By:

Mike Reske
(sign here)

Mike Reske
(Print or type name of person signing)

Director, Service Support
(Print or type title of person signing)

Signed and sworn to before me on (date) JUNE 4, 2009, by MIKE RESKE,
at CLIF County, PA (state).

Patricia Brewer Notary Public.

Commission expires: JUNE 15, 2010.

