

**BOARD OF WATER SUPPLY
CITY AND COUNTY OF HONOLULU
REQUEST FOR SOLE SOURCE**

DATE: December 12, 2018

TO: ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

VIA: VICKI A. KITAJIMA
Procurement and Specifications Specialist VI

FROM: ERWIN KAWATA, PROGRAM ADMINISTRATOR
Water Quality Division

RE: REQUEST FOR SOLE SOURCE AWARD

Pursuant to Section 103D-306, Hawaii Revised Statutes, and Subchapter 9, Chapter 3-122 of the Hawaii Administrative Rules, I am requesting that a sole source award be approved to purchase the following:

Vendor Name & address:

Perkin Elmer Health Sciences, Inc.
710 Bridgeport Avenue
Shelton, CT 06484-4794
Tel: (800) 762-4000, FAX: (203) 944-4983

Service account contact person:

Susan Dill, Contract Sales Representative
Email: susan.dill@perkinelmer.com
Phone: +1-208-712-8344
FAX: +1-203-944-4953
Mobile: +1-971-570-0252

Amount of the contract: \$17,227.22

Term of the contract: 02/01/2019 – 01/31/2020

Prior sole source contract numbers and dates: PO 222784, 8/1/18 – 1/31/19

Description of the goods to be purchased:

This is a service contract to repair scientific instruments needed to test drinking water for compliance with United States Environmental Protection Agency (EPA) regulations. These instruments are the Perkin Elmer PinAAcle 900F flame atomic absorption spectrophotometer, Perkin Elmer PinAAcle 900 Z THGA graphite furnace atomic absorption spectrophotometer and S10 AUTOSAMPLER.

Explanation how the unique features, characteristics or capabilities are essential for the BWS to accomplish its work:

These atomic absorption spectrophotometers test drinking water for compliance with EPA regulations using approved methods SM3111B and SM3113B. The instruments are currently in use testing water samples from customer taps island-wide for lead and copper in accordance with the EPA Lead and Copper Rule.

Parts and service for these instruments are proprietary to Perkin Elmer who is the sole source for factory new or remanufactured parts, local service representation and factory trained/certified engineers to provide service and installation for all instrumentation manufactured and sold by Perkin Elmer LAS, Inc.

Purchasing a service contract from Perkin Elmer ensures these essential replacement parts and repair services are available in order to be in full conformance with and to meet all requirements specified under EPA approved testing methods SM3111B and SM3113B.

Other possible sources for the goods that were investigated but do not meet the BWS's needs

None. The parts and service for these instruments are proprietary to Perkin Elmer. Perkin Elmer does not certify third party technical service, nor do we have any dealers or distributors selling Perkin Elmer parts or provide repair services.

I certify that the information provided above is to the best of my knowledge, true, correct and that the goods described above are available through only one (1) source.

Gavin Kamata
Requestor

Gavin Kamata
Division Head

Dec. 12, 2018
Date

Dec. 12, 2018
Date

Direct Questions to: Ron Fenstemacher Phone: (808) 748-5841

Posting dates pursuant to Hawaii Administrative Rules Section 3-122-82:

JAN 10 2019 to JAN 18 2019

**BOARD OF WATER SUPPLY
CITY AND COUNTY OF HONOLULU**

JAN 10 2019
(Date Notice Posted)

NOTICE OF INTENT TO ISSUE A SOLE SOURCE AWARD

The Manager and Chief Engineer is reviewing a request to make a sole source award to PerkinElmer Health Sciences, Inc. to provide a service contract to repair scientific instruments needed to test drinking water for compliance with United States Environmental Protection Agency (EPA) regulations.

The award shall be made to:

Name of Vendor: **PERKINELMER HEALTH SCIENCES, INC.**

Address of Vendor: 710 Bridgeport Avenue
Shelton, CT 06484-4794

Amount of the contract: \$17,227.22

Direct any inquiries to: Vicki A. Kitajima

Address: Board of Water Supply
Procurement Office
630 South Beretania St.
Honolulu, HI 96843

Telephone No.: (808) 748-5071

Fax Telephone No.: (808) 550-9193

Submit written objection(s) to this Notice of Intent to Issue a Sole Source Award contract within seven (7) calendar days from the date this notice was posted to:

Manager and Chief Engineer
Board of Water Supply
630 S. Beretania St., Room 201
Honolulu, HI 96843

Telephone No. (808) 748-5071

Sole Source Reference No.: BWS 19-05-SS



**ONESOURCE LABORATORY
SERVICES**

PerkinElmer

For the Better

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

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

Quotation Number
40638715

Quotation Date
10/25/2018

Your Prior Agreement
35452254

Quote Expiration Date
01/23/2019

Customer Contact
DR. RON FENSTEMACHER
Telephone Number
808-748-5841

Your Prior PO Number
222784
Fax Number

QUOTATION - BRONZE PLAN

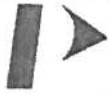
Site Address:
DR. RON FENSTEMACHER
CITY & COUNTY OF HONOLULU
630 S BERETANIA ST
HONOLULU HI 96843
USA

Invoicing Address (if different)
CITY & COUNTY OF HONOLULU
BOARD OF WATER SUPPLY
630 S BERETANIA ST
HONOLULU HI 96843
USA

Site Number
100007676

Customer Number
4006769

Payment Terms		Coverage Period		Billing Plan		Page Number	
Net 30 days		02/01/2019 to 01/31/2020		Yearly		1 of 4	
Line	Quantity	Model	Description	List Price	Net Price		
10	1	AAN3160050	PinAAcle 900F FL SSN 02/01/2019 to 01/31/2020 Serial Number (PFAS14032703) Bronze Service Plan Repair (Parts/Labor/Travel) & Phone/Remote Support 5% Discount on Training	4,944.00	4,944.00		
20	1	AAN3160060	PinAAcle 900Z THGA W H2O RECIR 02/01/2019 to 01/31/2020 Serial Number (PZAS14041602) Bronze Service Plan Repair (Parts/Labor/Travel) & Phone/Remote Support 5% Discount on Training	7,800.00	7,800.00		
30	1	S10AUTOSAMPLER	S10AUTOSAMPLER 02/01/2019 to 01/31/2020 Serial Number (102S14031219) Bronze Service Plan Repair (Parts/Labor/Travel) & Phone/Remote Support 5% Discount on Training	3,708.00	3,708.00		



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Fax Number

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630 S BERETANIA ST
HONOLULU HI 96843
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Payment Terms Net 30 days	Coverage Period 02/01/2019 to 01/31/2020	Billing Plan Yearly	Page Number 2 of 4
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Line	Quantity	Model	Description	Net Price
			Gross Price	16,452.00
			Excise tax 4.712%	775.22
			Total amount	17,227.22

Note: taxes will be applied to your invoice if applicable



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Payment Terms
Net 30 days

Coverage Period
02/01/2019 to 01/31/2020

Billing Plan
Yearly

Page Number
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Billing Plan

Planned Invoice date(s)	Invoice Amount(\$)
02/01/2019	16,452.00
Total billed	16,452.00

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

PerkinElmer Contact information

Quoted by: SUSAN DILL
Telephone: 203-712-8344
Fax Number: 203-944-4983
Email:
Zone: Zone 6
Region: W Coast North Svcs
Location: USHI01



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Payment Terms
Net 30 days

Coverage Period
02/01/2019 to 01/31/2020

Billing Plan
Yearly

Page Number
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Additional Notes:

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

PM#1 _____ PM#2 _____

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

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

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

By Fax: 203-944-4983
OR
By E-mail:

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

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

Accepted By:

Signature of Authorized Individual Date

Print Name and Title Date

Customer Purchase Order Number Date

PerkinElmer Representative Date

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

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



► PerkinElmer Health Sciences, Inc.

710 Bridgeport Avenue

Shelton, CT 06484 USA

Phone: (800) 762-4000

Fax: (203)944-4914

www.perkinelmer.com

December 7, 2018

Subject: Perkin Elmer Support

Please be advised that PerkinElmer Health Sciences, Inc. is the only approved source for PerkinElmer factory new or remanufactured repair parts for your PerkinElmer equipment listed on the referenced quotation. In addition, your local PerkinElmer service team consists of PerkinElmer factory trained/certified engineers; the only source PerkinElmer authorizes to provide service and installation for instrumentation manufactured and sold by PerkinElmer.

Please contact me for any further clarification.

Sincerely,

Susan Dill

Susan Dill 12/7/2018

PerkinElmer Contract Sales Rep