



TODD H. STROGER, PRESIDENT
BOARD OF COUNTY COMMISSIONERS

CARMEN K. TRICHE-COLVIN
PURCHASING AGENT

COUNTY OF COOK
OFFICE OF THE PURCHASING AGENT

118 NORTH CLARK STREET
CHICAGO, ILLINOIS 60602
(312) 603-5370

May 29, 2007

Canon Business Solutions-Central, Inc.
425 N. Martingale Rd.
Schaumburg, IL 60173
Attn: Ron Griffin

Ref: Contract No: 07-84-173

Enclosed please find your copy of the above referenced contract.

This contract has been approved by the Board of Commissioners and signed by the proper officials on behalf of Cook County.

Cordially,
Carmen K. Triche-Colvin

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Jerry Pray



Printed on Recycled Paper

BIDDER: Canon Business Solutions-Central, Inc.

CONTRACT FOR SERVICE

DOCUMENT NO. 07-84-173



PHOTOCOPIER LEASING ON A COST PER COPY BASIS
FOR
COOK COUNTY BUREAU OF ADMINISTRATION

BOARD OF COMMISSIONERS
COUNTY OF COOK
TODD H. STROGER, PRESIDENT

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 15 2007

COM _____

BIDS TO BE EXECUTED IN TRIPPLICATE
BID OPENING WILL BE ON THURSDAY, MARCH 22, 2007
AT 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED

ISSUED BY THE
OFFICE OF THE PURCHASING AGENT
BID DEPOSIT: ONE PERCENT (1%) OF BID AMOUNT
PERFORMANCE BOND: YES, IN THE FULL AMOUNT OF THE BID

Paul Stanley
4/17/07
SG

01097
ADV. 2/22/07

REQ#74900005

2007 MAR 26 PM 1:40
RECEIVED
OFFICE OF THE
PURCHASING AGENT
CONTRACT COMPLIANCE
GE/0117

2-16-07
[Signature]

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LEGAL NOTICE
 ADVERTISEMENT OF BID
 SEALED PROPOSALS ARE IN-
 VITED BY THE BOARD OF
 COMMISSIONERS OF COOK
 COUNTY FOR THE
 FOLLOWING:
 CONTRACT NO.: 07-84-173
 FOR: PHOTOCOPIER LEASING
 ON A COST PER COPY BASIS
 FOR: COOK COUNTY BUREAU
 OF ADMINISTRATION BID
 DEPOSIT: ONE PERCENT (1%)
 OF TOTAL BID PERFORMANCE
 & PAYMENT BOND: REQUIRED
 EACH PROPOSAL SHALL BE
 ACCOMPANIED BY SPECIFIED
 BID DEPOSIT, SHOWN ABOVE,
 WHICH MUST BE IN THE
 FORM OF CASH, CASHIER'S
 CHECK, CERTIFIED CHECK,
 OR BID BOND PAYABLE TO
 THE COUNTY OF COOK.
 PLANS, SPECIFICATIONS, PRO-
 POSAL AND BID INSTRUCC-
 TIONS MAY BE OBTAINED
 FROM THE OFFICE OF THE
 PURCHASING AGENT, ROOM
 1018, COUNTY BUILDING, 118
 N. CLARK ST. CHICAGO,
 ILLINOIS, AFTER 10:00 A.M.
 THURSDAY, FEBRUARY 22,
 2007 BUT NO LATER THAN
 4:30 P.M. FRIDAY, FEBRUARY
 23, 2007 COOK COUNTY IS AN
 EQUAL OPPORTUNITY PUR-
 CHASER. LOCAL M/WBES
 ARE ENCOURAGED TO SUB-
 MIT BIDS. THE COUNTY'S
 UTILIZATION ON THESE CON-
 TRACTS IS 25% FOR MBE'S
 AND 10% FOR WBE'S.
 INQUIRIES REGARDING MI-
 NORITY AND FEMALE PARTICI-
 PATION SHOULD BE DIRECT-
 ED TO THE OFFICE OF CON-
 TRACT COMPLIANCE AT
 (312) 603-5502, THE COOK
 COUNTY BOARD OF COMMIS-
 SIONERS RESERVES THE
 RIGHT TO REJECT ANY AND
 ALL BIDS. FORMAL BIDS
 MUST BE DEPOSITED IN THE
 BID BOX AT ROOM 569,
 COUNTY BUILDING, UP TO
 AND NO LATER THAN 10:00
 A.M. THURSDAY, MARCH 22,
 2007.
 ADV: THURSDAY, FEBRUARY
 22, 2007, BY ORDER OF THE
 BOARD OF COMMISSIONERS
 OF COOK COUNTY.
 TODD H. STROGER
 PRESIDENT
 CARMEN TRICHE-COLVIN
 INTERIM PURCHASING AGENT

INSTRUCTIONS TO BIDDERS

IB-01 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **BID PROPOSAL** shall mean the Contract Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the County and Contractor as set forth in the Contract Documents and as awarded by the Cook County Board of Commissioners.
- D. **CONTRACT DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, Addenda, if any, Bid Proposal, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid Proposal and to whom the Cook County Board of Commissioners awards the Contract.
- F. **COUNTY** shall mean the County of Cook, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the County to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the County to pay additional sums beyond the amount of the Contract awarded by the Cook County Board of Commissioners.
- H. **PURCHASING AGENT** shall mean the Purchasing Agent of the County of Cook whose duties and responsibilities are more particularly described in the Illinois Compiled Statutes 1994, 55 ILCS 5/5-36003.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

IB-02 PREPARATION OF PROPOSALS

The Bidder shall prepare three (3) copies of its Bid Proposal on the proposal forms within the Contract Documents and additional sheets as necessary. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid Proposal.

IB-03 SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by County.

IB-04 BID DEPOSIT

When required in the legal advertisement, the Bid Proposal shall be accompanied by cash, cashier's check, certified check, bank draft or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Contract Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the County of Cook. The Surety issuing the bond must have a general rating of "A", and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid Proposal and such Bid Proposal shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the County as liquidated damages and not as penalty in the event Bidder fails to comply with IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the County.

The bid deposit of all except the three (3) lowest responsible Bidders will be returned within twenty (20) calendar days after the Bid Opening date. The bid deposits of the three lowest responsible Bidders will be returned, with the exception of the Contractor, after the County has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Contract Documents.

IB-05 EXCEPTIONS

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Purchasing Agent a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Agent considers such deviation or exception acceptable, the Purchasing Agent shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Purchasing Agent, then such deviation or exception shall be deemed rejected. The County may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the proposal form. All written requests for deviations or exceptions shall be addressed to:

Purchasing Agent
Office of the Purchasing Agent
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Reference the Project Title and Contract Number)

IB-06 BIDDER WARRANTIES

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Contract Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the County, or any of the County's employees, agents, or consultants, in preparing the Bid Proposal.

IB-07 SUBMISSION OF BID PROPOSALS

All Bidders shall submit three (3) bound copies of sealed Bid Proposals in envelopes provided for that purpose and shall deposit them in the bid box located in the County Board Assembly Room 569, County Building, 118 North Clark Street, Chicago, Illinois 60602 by the date and hour for the Bid Opening as shown in the legal advertisement. If Bid Proposals are submitted in envelopes other than those provided for the purpose, then the sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

IB-08 BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 11.

The County will not entertain or consider any Bid Proposals: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement therefor.

IB-09 COMPETENCY OF BIDDER

No Bid Proposal will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the County upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said County, or has failed to perform faithfully any previous contract with the County.

IB-10 LOCAL BUSINESS PREFERENCE
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 38.

The Purchasing Agent shall, in the purchase of all supplies, services and construction by competitive sealed bidding, accept the lowest bid price or lowest evaluated bid price from a responsive or responsible local business, provided that the bid does not exceed the lowest bid price or lowest evaluated bid price from a responsive and responsible non-local business by more than two percent (2%).

"Local Business" shall mean a person authorized to transact business in this State and having a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County, including a foreign corporation duly authorized to transact business in this State and which has a bona fide establishment for transacting business located within Cook County at which it was actually transacting business on the date when any competitive solicitation for a public contract is first advertised or announced and further which employs the majority of its regular, full time work force within Cook County.

IB-11 CONSIDERATION OF BID PROPOSALS

The County reserves the right to reject or accept any or all Bid Proposals, to extend the bidding period, to waive technicalities in the Contract Documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

After Bid Proposals are opened and read aloud, they will be evaluated based on the price, conformance with Specifications, the responsibility of the various Bidders taking into consideration factors including, but not limited to, those noted in IB-09, IB-10 and responsiveness to the County's Minority and Female Owned Business Ordinance.

IB-12 WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

IB-13 ACCEPTANCE OF PROPOSALS

The Purchasing Agent shall notify the successful Bidder, in writing, of award of the Contract by the County within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Purchasing Agent any documents required herein.

IB-14 PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the County Form, a specimen of which is provided herein. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class VII or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the County may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the County will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

IB-15 PRICES FIRM

All prices quoted in the Bid Proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in these Contract Documents.

IB-16 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bid Proposals.

IB-17 CATALOGS

Each Bidder shall submit in TRIPPLICATE, where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

IB-18 TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated therein by the Bidder. The County reserves the right to review and award alternate Contracts, if the commodity and/or service is suitable to it's requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

The County reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specifications but which may comply substantially therewith.

IB-19 AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the

contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product re-call notices, etc. Proof of ability to transfer product warranty to the County is to be submitted with the Bid Proposal.

IB-20 SAMPLES

Bidders may be asked upon request of the Purchasing Agent or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

IB-21 NOTICES

All communications and notices between the County and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Purchasing Agent shall be addressed to Room 1018, County Building, 118 North Clark Street, Chicago, Illinois 60602.

IB-22 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of Cook County government subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner effect the preparation of the Bid Proposal or the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Purchasing Agent in writing and necessary changes shall be effected by appropriate modification.

END OF SECTION

GENERAL CONDITIONS FOR SERVICE
BID CONTRACTS

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Canon

CANON BUSINESS SOLUTIONS

Canon Business Solutions-Central, Inc.

425 N. Martingale Road
Schaumburg, IL 60173-2235

phone: (847) 706-3400

In regards to Section GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS and GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS (CONTINUED)

Canon Business Solutions-Central, Inc. (Canon Central) requires the right of assignment to an affiliate. Canon Central is a wholly owned subsidiary of Canon U.S.A., Inc. a company dedicated to providing the highest level of Canon brand products, services and financing to our customers. One of its affiliates, Canon Financial Services, Inc. (CFS) is the billing entity for lease transactions for Canon Central. CFS has specialized in delivering high content invoices, including lease and maintenance charges, in a variety of formats (paper, electronic, web) to meet our customer's needs. Any assignment would occur either as a result of lease/billing requirements or corporate restructure, either of which would not result in decreased service capability. We trust the strength of the relationship among the Canon companies will meet your requirements for written consent to assignment.

GENERAL CONDITIONS FOR SERVICE

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent ("Purchasing Agent"). In no case, however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The Contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of the Contract be entitled to any benefit to which County employees are entitled, including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

GC-02 INSPECTION AND RESPONSIBILITY

The County shall have a right to inspect any Contract Goods used in carrying out this Contract and shall be responsible for the quality and standards of all materials or completed Service furnished under this Contract. Contract Goods or completed Service not complying herewith may be rejected by the Purchasing Agent and/or the Director and shall be replaced and/or reperformed by the Contractor at no cost to the County. Any Contract Goods rejected shall be removed within a reasonable time from the premises of the County at the entire expense of the Contractor, after notice has been given by the County to the Contractor that such Contract Goods have been rejected.

GC-03 INSURANCE

Contractor shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure him against claims and liabilities which could arise because of the performance of the Contract.

GC-04 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents. No payments shall be made without such invoices having been submitted along with a County Voucher Form.

GC-05 PREPAID FEES

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any service or Contract Good to be provided pursuant to this Contract, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for such service or Contract Good not actually provided as a result of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

GC-06 TAXES

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-01.

GC-07 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any goods covered by the Contract, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. Such price reductions shall be effective at the same time and in the same manner as the reduction in the price to customers generally.

GC-08 CONTRACTOR CREDITS

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific using department. Contractor shall report any such credits to the Purchasing Agent.

GC-09 DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Purchasing Agent. The complaining party shall submit a written statement detailing the dispute and specify the specific relevant Contract provision(s) to the Purchasing Agent. Upon request of the Purchasing Agent, the party complained against shall respond to the complaint in writing within five days of such request. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

GC-10 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract where Contractor has failed to cure such breach within ten (10) days after written notice of breach is given to Contractor by the County, setting forth the nature of such breach.

County shall be in default hereunder if any material breach of the Contract by the County occurs which is not cured by the County within forty-five (45) days after written notice of breach has been given by Contractor to the County, setting forth the nature of such breach.

GC-11 COUNTY'S REMEDIES

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-10, Default, the County shall have the right to terminate this Contract provided, however, that the County shall give Contractor prior written notice of its intent to terminate. Following notice of breach to Contractor, the County reserves the right to withhold payments owed to Contractor until such time as Contractor has cured the breach which is the subject matter of the notice. In addition, the County shall have the right to pursue all remedies in law or equity.

GC-12 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the forty-five (45) day cure period pursuant to General Condition GC-10, Default, the Contractor shall have the right to terminate this Contract providing, however, that Contractor shall give the County thirty (30) days prior written notice of termination.

Contractor shall have the right to pursue all remedies available in law or equity. In all cases the Contractor's damages shall be those provable damages not to exceed the value of the Contract as awarded by the Cook County Board of Commissioners. Contractor shall not disrupt the operation or repossess any component thereof.

GC-13 DELAYS

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

GC-14 MODIFICATIONS AND AMENDMENTS

The parties may from time to time during the term of the Contract make modifications and amendments to the Contract but only as provided in this section. Such modifications and amendments shall only be made by mutual agreement in writing. No such modifications and amendments which individually or cumulatively result in additional cost of \$25,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall be deemed as authorized without the advance approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$25,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the advance written approval of the Purchasing Agent.

Contractor is hereby notified that except for the specific changes listed in the following paragraph, no County department or employee thereof has authority to make any modification or amendment to this Contract. Any modification or amendment to this Contract except as provided for in the following paragraph made without the express written approval of the Purchasing Agent is void and unenforceable.

The Director may, by written order, make changes with respect to the times of delivery and the places of performance thereof. Any such change shall not cause an increase or decrease the Contract price or the time required for Contract performance.

GC-15 PATENTS, COPYRIGHTS AND LICENSES

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, at its own expense (including reasonable attorneys', accountants' and consultants' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other intellectual property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or to modify the system or its component parts so that it becomes non-infringing while performing in a substantially similar manner to the original system, meeting the Specifications of this Contract.

GC-16 COMPLIANCE WITH LAWS

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract, including but not limited to those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or subcontractors shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

GC-17 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE CHAPTER 10, SECTION 43.1 - 43.10

I. POLICY AND GOALS

- A. It is the policy of the County of Cook to prevent discrimination in the award of or participation in County contracts and to eliminate arbitrary barriers for participation, as both prime and sub-contractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). In furtherance of this policy, the Cook County Board of Commissioners has adopted a Minority- and Women-Owned Business Enterprise Ordinance (the "Ordinance") which establishes a goal of awarding not less than twenty-five percent (25%) of the annual total dollar amount of contracts to certified MBEs and ten percent (10%) of the annual dollar value of all such contracts to certified WBEs.
- B. A Bid Proposal shall be rejected if the County determines that a Bid Proposal fails to include the required commitments specified herein, including but not limited to, commitments to achieve the applicable contract goals or to include a reduction/waiver request documenting why the goals are not attainable despite the Bidder's good faith efforts. A Bid Proposal may be rejected and new Bid Proposals may be solicited if the public interest is served thereby.
- C. A Bidder may achieve the contract MBE and WBE participation goals by its status as a MBE or WBE; by entering into a joint venture with one or more MBEs and/or WBEs; by subcontracting a portion of the work to one or more MBEs and/or WBEs; by establishing and carrying out a mentor/protege agreement; by the indirect participation of MBEs or WBEs in other aspects of the Bidder's business; or by any combination of the foregoing.
- D. A Contractor's failure to carry out its commitments in the course of the Contract's performance shall constitute a material breach of the Contract, and if such breach is not appropriately cured, may result in the termination of the Contract or such remedy authorized by the Ordinance as the County deems appropriate.

II. REQUIRED BID PROPOSAL SUBMITTALS

To be considered responsive, Bidders shall either (1) meet the M/WBE goals by submitting a utilization plan with the Bid Proposal, supported by Letters of Intent from the MBEs and WBEs, and Letters of Certification, and where applicable, Joint Venture Affidavits, or (2) submit a written Petition for Reduction/Waiver with the Bid Proposal supported by documentation of good faith efforts to meet the goals. Failure to submit the following in accordance with these guidelines will cause the Bidder's Bid Proposal to be considered non-responsive and shall be cause to reject the Bid Proposal.

A. MBE/WBE UTILIZATION PLAN

Each Bidder must submit with its Bid Proposal a complete and signed Utilization Plan. The Utilization Plan shall list the names, addresses and contact persons of businesses intended to be used as MBEs and/or WBEs on the Contract. If Bidder, or any of its subcontractors, suppliers or consultants, are certified MBEs or WBEs they shall be identified as such within the Utilization Plan.

1. Letters of Intent

Bidder shall submit with its Utilization Plan, Letters of Intent executed by the MBE or WBE firm for each MBE and WBE included on the Utilization Plan which sets forth that each MBE and WBE intends to perform as a subcontractor, supplier and/or consultant for this Contract. The Letters of Intent must accurately detail the work to be performed by the MBE or WBE and the agreed rates and/or prices to be paid. In addition, Letters of Intent shall state that the MBE (or WBE) agrees to enter into a formal written agreement for the work/service to be performed with the prime contractor.

If the Bidder does not submit all Letters of Intent with its Utilization Plan, such Letters of Intent must be submitted to the Contract Compliance Office within three (3) business days after the date of the Bid Opening. Failure to submit any Letter of Intent as required by this Section shall result in a Contract Compliance Administrator determination that a Bidder is not responsive and shall be cause to reject the Bid Proposal.

All commitments made by a Bidder on its Utilization Plan must conform to those included in the submitted Letters of Intent. The Contract Compliance Administrator reserves the right to request supplemental information regarding a Bidder's submitted Letters of Intent and Bidder shall to furnish such information.

(Reference page EF-2a for a format sample of a Letter of Intent).

2. Letters of Certification

If Bidder has a MBE/WBE Letter of Certification from one of the following entities identified below, that Letter of Certification shall be submitted with the Utilization Plan:

County of Cook
The City of Chicago
Chicago Transit Authority (CTA)
Northeast Illinois Regional Commuter Railroad Corp. (METRA)
PACE
Illinois Department of Transportation (IDOT)
Small Business Administration
Chicago Regional Purchasing Council
Women Business Development Center

Any other governmental body or agency approved by the Contract Compliance Administrator as applying certification standards substantially similar to those applied by the County may also be accepted.

The Contract Compliance Administrator retains the right to reject the certification of any MBE or WBE if it does not meet the County's definition of a MBE or WBE.

3. Joint Venture Affidavit

In the event a Bidder achieves MBE/WBE participation goals by entering into a joint venture, the Bidder is responsible for completing the necessary Joint Venture Affidavit which is made available at the Office of Contract Compliance. Such Joint Venture Affidavit shall be submitted with the Bid Proposal along with Letters of Certification.

B. REDUCTION/WAIVER PETITION

In the event Bidder is unable to meet the applicable Contract MBE/WBE participation goals, Bidder must complete the Petition for Reduction/Waiver and submit the Petition with its Bid Proposal. The Petition for Reduction/Waiver shall be supported with evidence and sufficient documentation to demonstrate Bidder's good faith efforts in attempting to achieve applicable MBE/WBE goals. If Bidder does not submit all documentation in support of its Petition with its Bid Proposal, such documentation must be submitted to the Contract Compliance Office within three (3) business days after the date of the Bid Opening.

III. REDUCTION/WAIVER OF MBE/WBE GOALS

A. Granting a Reduction/Waiver Request.

1. The determination of the adequacy of a Bidder's good faith efforts to utilize MBES and WBES will be evaluated on the basis of the Bidder's actions in attempting to achieve MBE/WBE participation goals. Examples of actions constituting good faith efforts of a Bidder are set forth within the Ordinance and in the "Petition For Reduction/Waiver of MBE/WBE Participation Goals" contained in the Contract Documents.
2. The Contract Compliance Administrator may grant the reduction/waiver request based upon the following criteria: (a) sufficient qualified MBES and WBES capable of providing the goods or services required by the Contract are unavailable despite the good faith efforts of the Bidder; (b) the Specifications and the reasonable and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract into sufficiently small tasks or quantities to enable the Bidder to utilize MBES and WBES in accordance with the applicable goals; (c) the price(s) quoted by any potential MBE or WBE source of goods or services is more than 10% above competitive levels; and (d) any other factor determined to be relevant by the Contract Compliance Administrator.

B. Denying a Reduction/Waiver Request.

If the Contract Compliance Administrator determines that a Bidder has not made timely or adequate good faith efforts to meet the applicable goals of the Ordinance, the Contract Compliance Administrator may deny any waiver request declare the Bid Proposal non-responsive and recommend rejection of the Bid Proposal.

Failure to submit Letters of Intent, Letters of Certification, Joint Venture Affidavits, Petition For Reduction/Waiver, or other requested information within the time limits established by the Ordinance or stated herein shall be cause to deny a waiver request.

Failure to undertake and/or to document adequate good faith efforts sufficient to warrant a total or partial waiver of the goals shall be cause to deny a waiver request. Determination of the adequacy of

a Bidder's good faith efforts will be evaluated on the basis of the Bidder's actions as of the date of the Bid Opening.

IV. CHANGES IN CONTRACTOR'S UTILIZATION PLAN

- A. A Contractor, during its performance of the Contract, may not change the MBE/WBE commitments specified in its Utilization Plan, including but not limited to, terminating any MBE/WBE contract, reducing the scope of the work to be performed by the MBE or WBE, decreasing the price to the MBE or WBE, except as otherwise provided by the Ordinance.
- B. Where an enterprise under contract was previously considered to be a MBE or WBE but is later found not to be, or work is found not to be creditable toward MBE or WBE goals fully as planned, the Contractor shall seek to discharge the disqualified subcontractor or supplier, upon proper notification to the Contract Compliance Administrator and make every effort to identify and engage a qualified MBE or WBE as its replacement. Failure to obtain a MBE or WBE replacement within 30 working days of the Contract Compliance Administrator's approval of the removal of a MBE or WBE may result in the termination of the Contract or the imposition of such remedy authorized by the Ordinance, unless a waiver is granted to the Contractor allowing Contractor to award the work to a non-MBE or non-WBE.

V. NON-COMPLIANCE

If the County determines that the Contractor has failed to comply with its contractual commitments or any portion of the Ordinance, it will notify the Contractor of such noncompliance and may take any and all appropriate actions as set forth within the Ordinance.

VI. REPORTING/RECORD-KEEPING REQUIREMENTS

The Contractor is required to comply with the reporting and record-keeping requirements as set forth in the Ordinance and as established by the Contract Compliance Administrator. Upon award of a Contract, Contractor is responsible for acquiring all necessary County reporting and record-keeping forms which will be made available in the Office of Contract Compliance.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Compliance with MBE and WBE requirements will not diminish or supplant Equal Employment Opportunity and Civil Rights provisions as required by law as they relate to Contractor and subcontractor obligations.

GC-18 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 1994, 820 ILCS 255/1, Contractor shall submit with each delivery of Contract Goods, a Material Safety Data Sheet.

GC-19 CONDUCT OF THE CONTRACTOR

The Contractor agrees to inform the County on a timely basis of all of the Contractor's interests, if any, which are or which the Contractor reasonably believes may be incompatible with any interest of the County. The Contractor shall take notice of and comply with the Cook County Lobbyist Registration Ordinance (No. 93-0-22, 6-22-93). The Contractor shall not use for personal gain or make other improper use of privileged information which is acquired in connection with the Contract.

GC-20 ACCIDENT REPORTS

The Purchasing Agent and Director shall be given written notification within twenty-four (24) hours of any occurrence, on the site or otherwise, which pertains in any way to this Contract and involves the Contractor's personnel, or those of any of his subcontractors or others whether said occurrence be in the nature of bodily injury to employees or third parties or property damage.

The report shall include the name of person(s) injured, name of his employer, date, time and location of occurrence, extent of injury and/or damage, name(s) of eyewitnesses, and who treated the person(s) for injuries sustained, and such other information as may be relevant. The Contractor shall notify the local police any occurrence requiring an official police record. The accident report should indicate whether the police were notified and, if so, the number of the police report.

GC-21 USE OF PREMISES

Contractor shall confer with the Director to ascertain full knowledge of all rules and regulations of the County facilities relative to this Contract and shall comply therewith. The Contractor shall confine the operations of its employees to the limits indicated by laws, ordinances, permits and/or direction of the Director and shall not encumber the premises with materials or debris. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

The County reserves the right to prohibit any person from entering any County facility for any reason. All subcontractors, agents and employees of the Contractor shall be accountable to the Director while on any County property and shall abide by all security regulations imposed by the County.

GC-22 GENERAL NOTICE

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

PURCHASING AGENT
County of Cook
Room 1018 County Building
118 North Clark Street
Chicago, Illinois 60602
(Reference County Contract Number)

TO THE CONTRACTOR:

At address provided in its bid document or as otherwise indicated in writing to County.

GC-23 TERMINATION FOR CONVENIENCE

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor.

GC-24 GUARANTEES AND WARRANTIES

All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Director before final voucher on the Contract is issued. The Contractor agrees that the Contract Goods or Services to be furnished shall be covered by the most favorable commercial warranties the Contractor gives to any customer for the same or substantially similar Contract Goods or Services and that the rights and remedies so provided are in addition to and do not limit any rights afforded to County.

GC-25 STANDARD OF CONTRACT GOODS

Only new, originally manufactured Contract Goods will be accepted by the County. The County will not accept any Contract Goods that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Contract Goods not produced by regular production methods and/or which have not been offered for sale to the public through accepted industry trade channels for a reasonable period of time prior to the offering of the proposal, will be considered experimental.

GC-26 CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance of Services hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting Owner and will not disclose any of Owner's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from Owner without the prior written approval of Owner. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to Owner without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of Service(s) shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use, any documents, data, studies, report, work product or product obtained from the County of Cook or created hereby for its own purposes or to be copied and used by any third party. During the performance of the Services herein provided for, the Contractor shall be responsible of any loss or damage to the documents herein enumerated while they are in his possession, and any such document lost or damaged shall be restored at the expense of the Contractor. Full access to the work during the preparation of the plans shall be available to the County and other public agencies interested in this work.

GC-27 QUANTITIES

The quantities of materials required for the performance of the Contract are estimates for the purpose of determining an approximate total Contract amount and may not be the actual quantities required during the term of the Contract. The County reserves the right to increase or decrease the quantities at the Contract price, to correspond to the actual needs of the County. The County will be obligated to order and pay for only such quantities as are from time to time ordered, delivered, and accepted on purchase orders issued by the Purchasing Agent.

GC-28 AUDIT; EXAMINATION OF RECORDS

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract,

have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such subcontractor involving transactions relating to the subcontract, or to such subcontractor's compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

GC-29 GOVERNING LAW

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the City of Chicago, County of Cook, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

GC-30 WAIVER

No term or provision of this Contract shall be deemed waived and no breach consented to unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. The waiver of any such provision shall be strictly limited to the identified provision.

GC-31 ENTIRE CONTRACT

It is expressly agreed that the provisions set forth in this Contract constitute all the understandings and agreements between the parties. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect.

GC-32 FORCE MAJEURE

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

GC-33 CONTRACT INTERPRETATION

Whenever the singular is used herein, the masculine, feminine and neuter gender shall be deemed to include the others. The headings of articles, paragraphs and sections in this Contract are included for convenience only and shall not be considered by either party in construing the meaning of this Contract. If any provision or clause of this Contract shall be held to be invalid, such provision or clause shall be deleted from the Contract and the Contract shall be construed to give effect to the remaining portions thereof.

This Contract shall be interpreted and construed based upon the following order of precedence of component parts. Such order of precedence shall govern to resolve all cases of conflict, ambiguity or inconsistency.

1. Addenda, if any.
2. Execution Forms
3. Specification.
4. Special Conditions.
5. General Conditions.
6. Instruction to Bidders.
7. Legal Advertisement.
8. Bid Proposal.

GC-34 YEAR 2000 COMPLIANCE WARRANTY

This General Condition shall apply to all procurements of computerized equipment, computer hardware, software and related ancillary devices and any professional consulting services related thereto.

Contractor warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Contractor warrants the Year 2000 calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The County, at its sole option, may require Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.

Contractor's warranty apply to products provided by the Contractor, its sub-contractor(s) or any third party(s) involved in the creation of the products to be delivered to the County under this Contract.

Contractor's warranty is separate and distinct from any other warranty specified in this Contract, and is not subject to any disclaimer of warranty or limitation of the Contractor's liability which may be specified in this Contract, its exhibits, attachments, schedules, or any document incorporated in this Contract by reference.

In the event of any hardware or software program failure related to time and date related codes and internal sub-routines that impede the hardware or software programs from operating beyond the millennium date change (Year 2000), Contractor shall immediately make all required corrections to restore the hardware, software and firmware programs to the same level of functionality as warranted herein at no charge to the County, and without interruption to the ongoing business of the County, time being of the essence. In the event Contractor fails to cure any such hardware or software failure, the County shall have the right to pursue all remedies at law or in equity and those remedies expressly set forth within this Contract including, but not limited to, its right to terminate for default. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Contract with respect to defects other than Year 2000 performance.

END OF SECTION

SPECIAL CONDITIONSSC-07 SERVICE LOCATIONS

All services shall be made as needed to the following locations:

1. COOK COUNTY BUILDING, 118 N. CLARK ST., CHICAGO, IL 60602
2. RICHARD J. DALEY CENTER, 50 W. WASHINGTON ST., CHICAGO, IL 60602
3. CRIMINAL JUSTICE ADMINISTRATIVE BUILDING, 2650 S. CALIFORNIA AVE., CHICAGO 60608
4. CRIMINAL COURT BUILDING, 2600 S. CALIFORNIA AVENUE, CHICAGO, IL 60608
5. JUVENILE TEMPORARY DETENTION COMPLEX AND COURT, 1100 S. HAMILTON AVE., CHICAGO, IL 60612, AND 2245 W. OGDEN AVE., CHICAGO, IL 60612
6. SKOKIE COURT BLDG. DISTRICT 2, 5600 OLD ORCHARD RD., SKOKIE, IL 60076
7. ROLLING MEADOWS COURT BLDG. DISTRICT 3, 2121 EUCLID AVE., ROLLING MEADOWS, IL 60008
8. MAYWOOD COURT BLDG. DISTRICT 4, 1500 S. MAYBROOK DR., MAYWOOD, IL 60153
9. BRIDGEVIEW COURT BLDG. DISTRICT 5, 10220 S. 76TH AVE., BRIDGEVIEW, IL 60453
10. COURTROOMS, 727 E. 111TH STREET, CHICAGO, IL 60628; 155 W. 51 ST., CHICAGO, IL 60609, 5555 W. GRAND AVENUE, CHICAGO, IL 60639; 3150 W. FLOURNOY STREET, CHICAGO, IL 60612, 1014 N. NOBLE, CHICAGO, IL 60622; 1644 W. WALNUT, CHICAGO, IL 60612; 2452 W. BELMONT, CHICAGO, IL 60618, AND 4200 N. OAKPARK, CHICAGO, IL 60634
11. COOK COUNTY WAREHOUSE, 2323 S. ROCKWELL ST., CHICAGO, IL 60608
12. COOK COUNTY ADMINISTRATION BUILDING, 69 WEST WASHINGTON BLVD., CHICAGO, IL 60602
13. COOK COUNTY CORRECTIONS COMPLEX, 2700 S. CALIFORNIA, CHICAGO, IL 60608
14. NEW DOMESTIC VIOLENCE COURT, 555 W. HARRISON ST., CHICAGO, IL 60607
15. HIGHWAY DISTRICT FACILTIES, 13500 ROLL AVE., BLUE ISLAND, IL 60642, 2101 BALLARD RD., DES PLAINES, IL 60016; 2325 MEACHAM RD. SCHAUMBURG, IL 60173, 26TH & BEACH, LAGRANGE, IL 60526, 221 N. LASALLE, CHICAGO, IL 60601, 32 W. RANDOPHLH, CHICAGO, IL 60601, 28 N. CLARK ST., CHICAGO, IL 60602

SPECIAL CONDITIONS

SC-01 SCOPE

The Contractor shall furnish DIGITAL MULTIFUNCTION PHOTOCOPIER LEASING ON A COST PER COPY BASIS for COOK COUNTY BUREAU OF ADMINISTRATION, all in accordance with the Contract Documents, Specifications AND Proposal herein.

SC-02 CONTRACT PERIOD

This is a requirement contract for sixty (60) months effective after award by the Board of Commissioners and after proper execution of the Contract Documents.

SC-03 AWARD OF CONTRACT

It is the intent of the County to award this bid in whole and not in part. The County reserves the right to award this contract in the best interest of the County.

SC-04 INQUIRIES

For inquiries after award of the contract, please contact

MR. JERRY PRAY
COOK COUNTY BUREAU OF ADMINISTRATION
(312) 603-2018

DURING THE BID PROCESS, ALL INQUIRES MUST BE DIRECTED, IN WRITING, ONLY TO THE COOK COUNTY INTERIM PURCHASING AGENT AS FOLLOWS:

CARMEN TRICHE-COLVIN
COOK COUNTY INTERIM PURCHASING AGENT
118 N. CLARK ST., #1018
CHICAGO, IL 60602

SC-05 BID DEPOSIT

Instruction to Bidder IB-04, Bid Deposit, is modified as follows: A bid deposit in the amount of one percent (1%) of total bid will be required for each bid proposal. The bid deposit shall be submitted along with the bid proposal. Bid bonds are acceptable, in accordance with the conditions stated in IB-04.

SC-06 PERFORMANCE AND PAYMENT BOND

Contractor shall provide a performance and payment bond in conformance with Instructions to Bidder IB-14. The bond required for this contract shall be equal to 100% of the anticipated contract cost for one year, and shall have a one year term. Contractor shall renew the Bond on or before the anniversary date for each successive year of the contract and for any renewals or extensions. The "anticipated contract cost for one year" shall be calculated as one-fifth of the total bid amount. Annual renewal bonds shall fully comply with the requirements of Instruction to Bidders, IB-14 and shall be submitted to the Purchasing Agent. Failure to furnish bond renewals on or before the anniversary dates as herein required shall constitute a default by the Contractor. In addition to the remedies provided to County by General Condition GC-11, County may elect to withhold the amount from monthly invoices following the anniversary date. Such amount shall be withheld until required bonds are submitted to the Purchasing Agent. Thereafter, Contractor may include the withheld amount in its next monthly invoice for payment.

SPECIAL CONDITIONSSC-07 SERVICE LOCATIONS (CONTINUED)

The County reserves the right to add new service locations or delete previously listed service locations as required during the contract period.

The only restriction regarding the County's right to add new service locations shall be that any new location shall be within the geographical boundaries of the County of Cook.

SC-08 NOTIFICATION

Do not service until notified by Using Department. All equipment shall be delivered and installed within three (3) weeks after award of contract and receipt of purchase order.

SC-09 INSIDE DELIVERY

Vendor is responsible for inside delivery.

SC-10 SUPPLEMENTAL DELIVERY INSTRUCTIONS/REQUIREMENTS

Procedures for deliveries utilizing the dock for R.J. Daley Center, 50 West Washington Street, are as follows:

- All deliveries must be pre-arranged, utilizing the attached form. Notification must be provided at least 48 hours in advance during the week and at least 72 hours in advance for weekends and Mondays. Copy the form as needed. A form will need to be filled out for each and every delivery. Fax completed forms to the Richard J. Daley Center, Office of the Building at (312) 603-6950.
- Every delivery made to the building will need to be made by a pre-approved driver from your company. We require that your company furnish legible photocopies of your staff's valid driver's license. In addition, the County will be taking photographs of approved drivers for its own records.
- Delivery personnel will receive a temporary identification badge to be worn at all times while in the building.
- Delivery vehicles will be searched prior to gaining access to the dock area.
- Kindly send all legible photocopies of pertinent documents to the following:

EDWARD CARIK
Director of Security - Security Command Center
Richard J. Daley Center
50 West Washington Street
Chicago, Illinois 60602

No driver will be allowed to gain access to the building without prior authorization. Therefore, please fill out the "Request for Dock Access" form and fax it in a timely manner to the number listed above. In addition replacement drivers not recognized by County staff as being pre-approved will not be allowed entrance into the building. It is imperative that the County is notified, in advance, of staffing changes. The County requires these notifications to be in writing, accompanied by a photocopy of the replacement's personal driver's license.

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS

All Bidders must provide complete written technical literature including all Manufacturer's Names and Model Numbers of that which is offered to enable Cook County Bureau of Administration to evaluate compliance with the technical specifications. The equipment and other deliverables, or components of the system, must meet or exceed the following minimum technical specifications:

The County of Cook is interested in employing a Vendor to provide digital, multifunction photocopiers on a cost per copy basis for 29 agencies which currently require 425 photocopiers.

The County is soliciting bids from Vendors interested in providing, maintaining, and managing standardized, right sized photocopiers on a cost per copy basis.

The total average anticipated copy volume is approximately 3,900,000 copies per month 46,800,000 copies per year. A list of requested equipment by department is shown in the department equipment request and annual volume total report. The winning Bidder shall charge the County on a cost-per-copy basis. The price per copy shall include, but not be limited to, all copiers, delivery, installation, all supplies (excluding paper) needed to operate the copiers (toner, developer, fuser oil, etc.) delivery of supplies, training and removal of the machines upon termination of the Contract. The cost per copy shall also include all parts necessary for repair and preventative maintenance throughout the contract period.

At the time of submission and throughout the contract period, Bidders must be a factory-authorized distributor or an authorized dealership with factory trained service technicians, fully qualified to service their installed machines, and submit proof of such training with the proposal.

The transition between old equipment removal and new equipment installation must be peaceful with a minimum of disruption to the County users. Please submit a description of the implementation/installation plan and attach to the bid proposal.

The existing photocopiers being replaced are from a previous cost per copy contract. This equipment is the property of the present Vendor. The Vendor must work with the present Vendor to make sure no department or location is without use of a photocopier at any time during the installation.

SPECIFICATIONSGENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS
(CONTINUED)

Bidders may be required to bring in a machine from each photocopier item bid for a demonstration at a County Complex or may be required to demonstrate the equipment at the Vendor's site, to be determined, at no cost to the County, before contract award is made. The County reserves the right to visit and inspect the premises and operation of any Bidder.

One monthly invoice shall be submitted to the Cook County Bureau of Administration for payment. The invoice must be accompanied by the monthly report as described in "VENDOR REPORTS". The invoice shall reflect the number of copies at the base rate and the number of copies at the overage rate. Vendor shall submit with his invoice and voucher form an itemization showing, at a minimum, the location of each machine, the Serial number, the number of copies run on each machine during the billing period and the beginning and ending monthly meter reading for each machine. A sample billing must be included in the bid.

All additions and deletions of equipment, accessories and all services shall be handled in the form of a written notification subject to approval by the County. All equipment and accessory additions shall be coterminous with the balance of the contract. Delivery of additional equipment and/or accessories shall be made in two weeks or less; the reason for any deliveries taking in excess of two weeks must be submitted to the Cook County Bureau of Administration, in writing, within the two-week time frame. The County expects a minimal amount of photocopier additions being made to this contract. Such additions will be made within the first 24 months of the contract period.

Vendors must provide with the bid a certification from the manufacturer, executed by a corporate officer, stating that the Vendor is an authorized representative of the manufacturer.

The Vendor shall be responsible for the placement and removal of any surge protectors required for the operation of their equipment. Vendor shall also be responsible for removal of all debris associated with the installation of new photocopiers.

The manufacturer's recommended preventative maintenance schedule for each piece of equipment proposed must be included with your proposal.

The County reserves the right to delete equipment from the Contract at any time during the Contract period if it is deemed not necessary or needed.

SPECIFICATIONSGENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS
(CONTINUED)

Bidders shall provide an operator's manual with each unit at time of delivery.

Vendor shall be responsible for all material(s) shipped prior to and during installation until the County gives acceptance in writing. All risk, loss, or expense associated with storing material(s) prior to the date of acceptance by the County is the responsibility of the Vendor.

The Vendor will be responsible for all "casual user" and "key operator" training required for operation of the proposed equipment at the County sites. Vendor will also provide training for new employees and/or equipment, in a timely manner as required for the proper operation of said equipment. All training shall be at no additional cost to the County. Training must be performed within two weeks after installation. Product trainers must be certified by the manufacturer.

Key Operators shall be trained in the removal of simple misfeeds, the addition of supplies and toner, and the cleaning disciplines required of the specific machine. They must also be instructed in the routine necessary to request service, phone numbers to call, and people to reach.

It will be the responsibility of the Vendor to have qualified, trained sales/service personnel to provide technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etcetera. Vendor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Vendor's personnel. Such assistance shall be available at no cost and within a reasonable period of time, as determined by the County Administrator.

The successful Vendor shall provide dedicated service technicians, trained and qualified by the equipment manufacturer on the equipment installed. Response times for copiers shall be within two business hours of request in which the Vendor must call the department.

Equipment that cannot be repaired within one business day shall be replaced with a loaner of equal performance until the original equipment is properly functioning. Bidder shall submit with bid proposal-service call request procedures, the number of dedicated technicians, and the factory certification of the technicians.

The Vendor shall provide replacement machines equal to the machines being replaced at no additional cost to the County if any machine must be removed from its installation location for repairs. The Vendor shall permanently replace any copy machine, which is mutually deemed ineffective or faulty. Replacement machines shall be provided at no additional charge to the County.

If five (5) or more service calls are placed on the same machine within a two (2) month period, the County reserves the right to have that machine replaced.

All photocopiers must have a tag or label affixed to the equipment showing the phone numbers to call for service and supplies.

The Vendor shall hold title to all equipment and accessories provided under the contract. Even though the copiers and accessories will be installed on County premises, the County shall be relieved from risk, loss, or damage during the period of transportation, installation and during the entire time the equipment is in the possession of the County.

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS
(CONTINUED)

At delivery/installation, the following must be provided to the County Administrator for each unit placed:

- . Model number
- . Serial number
- . Location code
- . Beginning meter reading

The Vendor shall be responsible for obtaining meter readings on a monthly basis. The County shall be given a copy of these meter readings along with detailed service reports on each copier placed, as stated in "VENDOR REPORTS", so as to aid in monitoring individual copier performance.

Maintenance and service shall include all parts (including drums, rollers, circuit boards, etc.) necessary to service and repair copy machines.

Vendor shall be required to provide all supplies necessary to operate the copiers (including toner, developer, fuser oil, staples, etc.) with the exception of paper.

The County will provide all paper. Vendor's proposed equipment must produce legible, clean copies. The determination of copy legibility will be made solely by the County. The County will not be responsible for payment associated with illegible copies. County Agencies will be instructed to keep those copies to be picked up and counted by Vendor personnel. Credit should be shown on monthly invoice and voucher.

Supplies shall be delivered in sufficient quantities to operate all equipment for a minimum of thirty (30) days based upon projected usages indicated herein. All supplies shall be those which are recommended for use by the original equipment manufacturer. Vendor shall ship latest expiration date available for all supplies.

Vendor shall wipe out hard drive/erase all information after each photocopier is removed at the end of the contract term.

Vendor shall provide software with the ability to compile usage data as well as information on consumables and operating status.

The County must be able to access usage and other data remotely for all equipment connected to the County network.

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS
(CONTINUED)

Vendor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before and after installation of all items specified herein.

Any surge suppressor required for the operation, or protection, of any equipment covered by this contract shall be provided by the awarded Vendor.

The County shall make every effort to ensure that the placement of copiers, by volume classification, are directly related to the estimated average monthly volume of copies produced at a given copier location. After the transition period, if there is overuse/underuse for three (3) consecutive months at any location, then the Vendor may recommend in writing, with supporting documentation of the usage history, to replace with a correct volume machine. The Vendor may also request that a copier be replaced by one of greater technology and enhanced features. The final decision, however, as to the volume classification machine or advanced technology replacement that is appropriate for any site shall be solely that of the County of Cook. After the initial three (3) month review by the County and Vendor, replacement equipment must be new. Thereafter, replacement equipment must meet or exceed the specifications, conditions and degree of the past use of the present machine.

During the course of this contract, it may be necessary for various reasons to relocate installed copiers. After initial installation, any copier may be relocated one (1) time per contract period at no additional charge. Copier relocation will be done by the Vendor unless the Vendor determines the relocation would not require trained personnel.

THE PURCHASE ORDER WILL BE ISSUED AS FOLLOW: THE FIRST PURCHASE ORDER WILL COVER FROM THE START OF THE CONTRACT THROUGH NOVEMBER 30, 2007. THE SUBSEQUENT PURCHASE ORDERS WILL BE ISSUED ON AN ANNUAL BASIS FOR THE PERIOD DECEMBER 1 THROUGH NOVEMBER 30 UNTIL THE CONTRACT EXPIRES.

1. MONTHLY REPORTS: The Vendor shall provide a report monthly which includes current month's usage, cumulative usage and projected annual usage. The report should also include a table similar to the one shown on the Proposal pages of this document showing the actual number of copiers installed that particular month as well as the total base copies for the month. This report must accompany the monthly invoice.

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS
(CONTINUED)

2. **QUARTERLY REPORTS:** The Vendor shall maintain an inventory record that identifies all equipment delivered under this contract. The inventory record will be provided to the Cook County Bureau of Administration on a quarterly basis and is due on the 20th calendar day for the previous quarter and shall contain: (1) make and model, agency, location and serial number of all installed equipment, (2) Vendor's record of performed maintenance and repair, including a record of all traceable calls and the time each copier was out of service for repair, (3) monthly volume of copies produced, by machine, (4) total billing for all copier services provided during this period, and (5) average monthly usage, by machine, for the contract period to date.

3. **SEMI-ANNUAL REPORTS:** The Vendor shall provide a semi-annual usage report to the Cook County Bureau of Administration for each location by machine. At this time, Vendor shall review the copier volume categories and make recommendations based on the over usage/under usage of the machine.

Samples of these reports must be included with the bid proposal.

It will be the responsibility of the Vendor to notify the County when a copier is discontinued by the manufacturer and becomes unavailable. The Cook County Bureau of Administration must approve the replacement model being offered by the Vendor. Such approval is contingent upon compliance with the following conditions:

The replacement request must be in writing to the Cook County Bureau of Administration.

The replacement copier is of equal or greater capability and offers the same or more features than the discontinued model.

The replacement copier has the same cost-per-copy price as the discontinued model.

To evaluate bid submissions, Bidders must submit the following information as stated in the specifications section of this document:

1. **Technical Literature**
2. **Sample Monthly Invoice**
3. **Implementation/Installation Plan**
4. **Proof of Factory Authorization and Training**
5. **Manufacturer Certification**
6. **Manufacturer's Recommended PM Schedule for each piece of equipment**
7. **Call Request Procedure**
8. **Report Samples**

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS (CONTINUED)

2007 PHOTOCOPIER LEASING CONTRACT DISTRIBUTION OF COPIERS

| DEPARTMENT | ITEM #1 - 20 CPM | ITEM #2 - 28 CPM | ITEM #3 - 40 CPM | ITEM #4 - 50 CPM | ITEM #5 60 CPM | ITEM #6 - 80 CPM | TOTAL COPIERS | TOTAL ANNUAL USAGE |
|---------------------------------|---------------------|---------------------|---------------------|---------------------|-------------------|---------------------|------------------|--------------------|
| ADULT PROBATION | 7 | 4 | 1 | 2 | 1 | | 15 | 1,139,000 |
| ASSESSOR | 7 | 7 | 4 | | | | 18 | 1,025,000 |
| CENTRAL SERVICES | 2 | 2 | | | | 1 | 5 | 4,236,000 |
| CHIEF ADMINISTRATIVE OFFICER | | 2 | 1 | | | | 3 | 93,000 |
| CHIEF INFORMATION OFFICE | | 1 | | | | | 1 | 41,000 |
| CHIEF JUDGE | 29 | 28 | 6 | 3 | | | 66 | 3,447,000 |
| CHIEF JUDGE - MFC | | | | 1 | | | 1 | 219,000 |
| CLERK OF THE COURT | 35 | 26 | 16 | 4 | 6 | 2 | 89 | 7,805,000 |
| COMMISSIONER'S OFFICE | | 2 | 1 | | | 1 | 4 | 563,000 |
| COMPTROLLER | | 3 | | 1 | | | 4 | 323,000 |
| COUNT CLERK | 2 | 4 | 2 | 1 | | | 9 | 687,000 |
| FORENSIC CLINICAL SERVICES | 1 | 1 | 1 | | | | 3 | 192,000 |
| HIGHWAY DEPARTMENT | 10 | | 1 | | | | 11 | 318,000 |
| HUMAN RESOURCES | 1 | 4 | 1 | | | | 6 | 398,000 |
| HUMAN RIGHTS/ETHICS | | 2 | | | | | 2 | 58,000 |
| JUVENILE PROBATION | 3 | 11 | 4 | 5 | 2 | 1 | 26 | 4,052,000 |
| LAW LIBRARY | 1 | | 1 | | | | 2 | 145,000 |

CONTRACT NO. 07-84-173

SPECIFICATIONS

GENERAL SPECIFICATIONS FOR LEASING PHOTOCOPIERS ON A COST PER COPY BASIS (CONTINUED)
2007 PHOTOCOPIER LEASING CONTRACT DISTRIBUTION OF COPIERS (CONTINUED)

| DEPARTMENT | ITEM #1 - 20 CPM | ITEM #2 - 28 CPM | ITEM #3 - 40 CPM | ITEM #4 - 50CPM | ITEM #5 - 60 CPM | ITEM #6 - 80 CPM | TOTAL COPIERS | TOTAL ANNUAL USAGE |
|---|---------------------|---------------------|---------------------|--------------------|---------------------|---------------------|------------------|--------------------|
| PLANNING & DEVELOPMENT | | 1 | 3 | | | | 4 | 283,000 |
| PRESIDENT'S OFFICE | | | 3 | | | | 3 | 228,000 |
| PUBLIC DEFENDER | 4 | 12 | 10 | 7 | 2 | 2 | 37 | 5,058,000 |
| PUBLIC GUARDIAN | 1 | 2 | 2 | | 1 | 1 | 7 | 1,189,000 |
| PURCHASING | | | 1 | | 1 | 2 | 4 | 2,397,000 |
| RECORDER OF DEEDS | 4 | 4 | 2 | 1 | | | 11 | 698,000 |
| RISK MANAGEMENT | | 2 | | | | | 2 | 140,000 |
| SOCIAL SERVICES | 1 | 10 | 6 | 1 | | | 18 | 1,653,000 |
| STATES ATTORNEY | 6 | 13 | 6 | 10 | 2 | 2 | 39 | 6,554,000 |
| TREASURER | 2 | 3 | 5 | 3 | | | 13 | 1,499,000 |
| ZONING BOARD OF APPEALS | | 1 | | | | | 1 | 35,000 |
| TOTAL - INITIAL INSTALLATIONS | 116 | 145 | 77 | 39 | 15 | 12 | 404 | 44,475,000 |
| Future Requests Within First 24 Months | 4 | 7 | 6 | 2 | 1 | 1 | 21 | 2,325,000 |
| GRAND TOTAL | 120 | 152 | 83 | 41 | 16 | 13 | 425 | 46,800,000 |
| TOTAL ESTIMATED VOLUME | 2,252,000 | 8,261,000 | 8,746,000 | 8,433,000 | 4,836,000 | 11,947,000 | 44,475,000 | |
| % OF TOTAL ESTIMATED VOLUME | 5.1% | 18.6% | 19.7% | 19.0% | 10.8% | 26.8% | 100% | |

SPECIFICATIONS

ITEM NO. 1: LOW VOLUME MULTIFUNCTION PHOTOCOPIER

| | |
|--|--|
| SPEED: | 20 (CPM) |
| MONTHLY VOLUME: | UP TO 30,000 PAGES |
| MAXIMUM ORIGINAL SIZE: | 11" X 17" |
| MAXIMUM OUTPUT SIZE: | 11" X 17" |
| ZOOM: | 50% TO 200% |
| STAPLE SORTER: | 10-BIN STAPLE SORTER; 10 SHEETS PER BIN/STAPLE UP TO 10 SHEETS; OR FINISHER TO STAPLE UP TO 10 SHEETS |
| DUPLEXING: | AUTOMATIC (1:2, 2:2, 2:1) 10 SHEET CAPACITY |
| RECIRCULATING DOCUMENT FEEDER (RDF), REVERSING AUTOMATIC DOCUMENT FEEDER (RADF) OR EQUAL: | YES |
| PAPER CAPACITY: | 1,000 SHEETS |
| COPIER MEMORY: | 16MB |
| BYPASS: | 1 SHEET |
| NETWORK PRINTING MULTIFUNCTION MODE: | YES |
| SCANNING MULTIFUNCTION MODE: | YES |
| FACSIMILE MULTIFUNCTION MODE: | YES |
| PRINTER MEMORY: | 16MB |

ITEM NO. 2: MID VOLUME MULTIFUNCTION PHOTOCOPIER

| | |
|-------------------------------------|--|
| SPEED: | 28 (CPM) |
| MONTHLY VOLUME : | UP TO 70,000 PAGES |
| DUPLEXING: | AUTOMATIC (1:2, 2:2, 2:1) 30 SHEET CAPACITY |
| MAXIMUM ORIGINAL SIZE: | 11" X 17" |
| MAXIMUM OUTPUT SIZE: | 11" X 17" |
| ZOOM: | 50% TO 200% |
| RDF, RADF OR EQUAL: | YES |
| PAPER CAPACITY: | 2,000 SHEETS |
| BYPASS: | 1 SHEET |
| STAPLER SORTER: | 10-BIN STAPLE SORTER; 30 SHEETS PER BIN/STAPLE UP TO 30 SHEETS; OR FINISHER TO STAPLE UP TO 30 SHEETS |
| COPIER RESOLUTION: | 400 X 400 dpi |
| COPIER MEMORY: | 32MB |
| PRINTER MEMORY: | 32 MB |
| NETWORK PRINTER MULTIFUNCTION MODE: | YES |
| FACSIMILE MULTIFUNCTION MODE: | YES |
| SCANNER MULTIFUNCTION MODE: | YES |

SPECIFICATIONS

ITEM NO. 3: MID VOLUME MULTIFUNCTION PHOTOCOPIER

| | |
|-------------------------------------|--|
| SPEED: | 40(CPM) |
| MONTHLY VOLUME: | UP TO 100,000 PAGES |
| DUPLEXING: | AUTOMATIC (1:2, 2:2, 2:1) 50 SHEET CAPACITY |
| MAXIMUM ORIGINAL SIZE: | 11" X 17" |
| MAXIMUM OUTPUT SIZE: | 11" X 17" |
| ZOOM: | 50% TO 200% |
| RDF, RADF OR EQUAL: | YES |
| STAPLER SORTER: | 10-BIN STAPLE SORTER; 30 SHEETS PER BIN/STAPLE UP TO 30 SHEETS; OR FINISHER TO STAPLE UP TO 30 SHEETS |
| PAPER CAPACITY: | 2,000 SHEETS |
| COPIER RESOLUTION: | 400 X 400 dpi |
| BYPASS: | 50 SHEETS |
| NETWORK PRINTER MULTIFUNCTION MODE: | YES |
| FACSIMILE MULTIFUNCTION MODE: | YES |
| SCANNER MULTIFUNCTION MODE: | YES |
| COPIER MEMORY: | 32 MB |
| PRINTER MEMORY: | 32 MB |

ITEM NO. 4: MID/HIGH VOLUME MULTIFUNCTION PHOTOCOPIER

| | |
|-------------------------------------|--|
| SPEED: | 50 (CPM) |
| MONTHLY VOLUME: | UP TO 150,000 PAGES |
| MAXIMUM ORIGINAL SIZE: | 11" X 17" |
| MAXIMUM OUTPUT SIZE: | 11" X 17" |
| ZOOM: | 50% TO 200% |
| DUPLEXING: | AUTOMATIC (1:2, 2:2, 2:1) 50 SHEET CAPACITY |
| RDF, RADF OR EQUAL: | YES |
| NETWORK PRINTER MULTIFUNCTION MODE: | YES |
| AUTOMATIC PAPER SELECTION: | YES |
| COPIER RESOLUTION: | 600 X 600 dpi |
| STAPLER SORTER: | 20-BIN STAPLE SORTER; 50 SHEETS PER BIN/STAPLE UP TO 50 SHEETS; OR FINISHER TO STAPLE UP TO 50 SHEETS |
| PAPER CAPACITY: | 3,700 SHEETS |
| BYPASS: | 50 SHEETS |
| COPIER MEMORY: | 32 MB |
| PRINTER MEMORY: | 32 MB |
| SCANNER MULTIFUNCTION MODE: | YES |
| FACSIMILE MULTIFUNCTION MODE: | YES |

SPECIFICATIONS

ITEM NO. 5: MID / HIGH VOLUME MULTIFUNCTION PHOTOCOPIER

| | |
|-------------------------------------|--|
| SPEED: | 60 (CPM) |
| MONTHLY VOLUME: | UP TO 250,000 PAGES |
| DUPLEXING: | AUTOMATIC (1:2, 2:2, 2:1) 50 SHEET CAPACITY |
| COPIER RESOLUTION: | 600x600 dpi |
| MAXIMUM ORIGINAL SIZE: | 11" X 17" |
| MAXIMUM OUTPUT SIZE: | 11" X 17" |
| ZOOM: | 25% TO 400% |
| RDF, RADF OR EQUAL: | YES |
| STAPLER SORTER: | 20 BIN STAPLE SORTER, 50 SHEETS PER BIN/STAPLE UP TO 50 SHEETS, OR FINISHER TO STAPLE UP TO 50 SHEETS |
| PAPER CAPACITY: | 6,000 SHEETS |
| AUTOMATIC PAPER SELECTION: | YES |
| NETWORK PRINTER MULTIFUNCTION MODE: | YES |
| COPIER MEMORY: | 32MB |
| PRINTER MEMORY: | 32MB |
| FACSIMILE MULTIFUNCTION MODE: | YES |
| SCANNER MULTIFUNCTION MODE: | YES |

ITEM NO. 6: HIGH VOLUME MULTIFUNCTION PHOTOCOPIER

| | |
|-------------------------------------|---|
| SPEED: | 80 (CPM) |
| MONTHLY VOLUME: | UP TO 350,000 PAGES |
| DUPLEXING: | AUTOMATIC (1:2, 2:2, 2:1) 50 SHEET CAPACITY |
| MAXIMUM ORIGINAL SIZE: | 11" X 17" |
| MAXIMUM OUTPUT SIZE: | 11" X 17" |
| ZOOM: | 25% TO 400% |
| RDF, RADF OR EQUAL: | YES |
| STAPLER SORTER: | 20 BIN STAPLE SORTER, 50 SHEETS PER BIN/STAPLE UP TO 50 SHEETS, OR FINISHER TO STAPLE UP TO 50 SHEETS |
| COPIER RESOLUTION: | 600 X 600 dpi |
| PAPER CAPACITY: | 6,000 SHEETS |
| MARGIN SHIFT: | YES |
| AUTOMATIC PAPER SELECTION: | YES |
| NETWORK PRINTER MULTIFUNCTION MODE: | YES |
| SCANNER MULTIFUNCTION MODE: | YES |
| COPIER MEMORY: | 32MB |
| PRINTER MEMORY: | 32MB |

PROPOSAL

The undersigned declares that they have carefully examined the Advertisement for Bids, the Proposal Form, General and Special Conditions and Specifications identified as Contract Document Number 07-84-173 for PHOTOCOPIER LEASING ON A COST PER-COPY BASIS for COOK COUNTY BUREAU OF ADMINISTRATION, as prepared by Cook County, and that they have familiarized themselves with all of the conditions under which it must be carried out and understand that in making this Proposal they waive all right to plead any misunderstanding regarding the same.

Based upon estimated monthly usage of 3,900,000 total copies, complete the following worksheet for the five year (60 month) total contract amount.

Monthly Billing, Determination of base, and Addition/Deletion of Equipment:

Base monthly usage will be determined by multiplying the number of base copies per item by the number of installed machines. The County reserves the right to increase or decrease installed machines as necessary. The monthly charge will be determined by multiplying the grand total number of base copies times the base cost per copy rate. Meter readings will be taken on a monthly basis to determine actual usage. If the total actual monthly usage for all machines is higher than the monthly base, the County will be billed for those copies at the overage rate.

Equipment added to the contract shall be done so by adding corresponding monthly base volume to the monthly grand total.

Equipment deleted and removed from the contract shall be done so by subtracting the corresponding monthly base volume from the monthly grand total.

Complete the following table identifying the Make and Model proposed for each of the seven categories. Enter the required monthly base number of copies for each item and multiply it by the number of proposed machines. Add all item base copy totals to determine the grand total monthly base.

| ITEM NO. | MAKE | MODEL | NUMBER OF BASE COPIES PER MONTH* | X | #OF MACHINES | = | TOTAL BASE COPIES PER MONTH |
|----------|----------|-------|----------------------------------|--------------------|--------------|----------|-----------------------------|
| 1 | canon ir | 2020i | 2,500 | X | 120 | = | 300,000 |
| 2 | canon ir | 3030 | 6,000 | X | 152 | = | 912,000 |
| 3 | canon ir | 3045 | 10,000 | X | 83 | = | 830,000 |
| 4 | canon ir | 5070 | 20,000 | X | 41 | = | 820,000 |
| 5 | canon ir | 5065 | 30,000 | X | 16 | = | 480,000 |
| 6 | canon ir | 8070 | 40,000 | X | 13 | = | 520,000 |
| | | | | GRAND TOTAL | 425 | = | 3,862,000 |

(Not to exceed 3,900,000)

*Base number of copies that are billable for each type of copier installed.

PROPOSAL

BIDDER: Canon Buisness Solutions

Base Cost Per Copy Rate: \$ 0.0135 X 3,862,000 Copies/Month = \$ 52,137.00
(Grand Total Base
Copies from page P-1)

Overage Cost Per Copy Rate: \$ 0.0075 X 38,000 Copies/Month = \$ 285.00
(3,900,000 minus Grand
Total Base Copies
from page P-1)

Monthly Total Cost (Based Upon 3,900,000 copies per month): = \$ 52,422.00

Multiplied by 60 months: = \$ 52,422.00 x 60 months

Grand Total 5 Year Cost: = \$ 3,145,320

SERVICE START DATE: 7-14 days
(NUMBER OF CALENDAR DAYS AFTER AWARD OF CONTRACT)

SURETY'S STATEMENT
of
QUALIFICATION FOR BONDING

This document must be accurately executed (by the Surety Company) and yielded as part of this Bid.

IF THIS DOCUMENT IS NOT ACCURATELY EXECUTED AND SUBMITTED WITH THE BID PACKAGE, THIS CONSTITUTES CAUSE FOR DISQUALIFICATION OF THE VENDOR FROM BIDDING ON THIS CONTRACT.

The undersigned confirms that Liberty Mutual Insurance Company
(SURETY COMPANY)

would execute a Performance/Payment Bond in favor of the County of Cook for the full amount of the bid/contract 07-84-173
(NUMBER)

to Canon Business Solutions-Central, Inc.
(BIDDER)

The penalty of this bond is to be \$ 4,000,000.00
(TOTAL DOLLAR AMOUNT OF CONTRACT)

SURETY
CORPORATE
SEAL


(SURETY COMPANY'S AUTHORIZED SIGNATURE)

Elizabeth Marrero
(ATTORNEY-IN FACT)

02283 23043
AMB # NAIC #