

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUN 01 2010
--

BUREAU OF ADMINISTRATION**PROPOSED CONTRACT**

Transmitting a Communication, dated May 5, 2010 from

MARK KILGALLON, Chief Administrative Officer, Bureau of Administration

requesting authorization for the Purchasing Agent to enter into a contract with Canon Business Solutions, Lake Success, New York, for the leasing of 350 multifunction photocopiers on a cost per copy basis. All County departments participate in the photocopier leasing program. The following offices will be receiving equipment from this contract: Sheriff, Judiciary, Clerk of the Circuit Court, State's Attorney, County Clerk, Assessor, Board of Review, Recorder of Deeds, and Offices under the President. All equipment will be capable of network printing, faxing, and scanning. Cost per copy includes the use of the equipment, maintenance services and all supplies (excluding paper). Request for Proposals (RFP) were issued resulting in the submission of five (5) responses.

Reason: Canon Business Solutions has been selected as the lowest cost qualified proposer based on the Request for Proposals. Evaluation of the proposals was based on the following criteria: (1) proposed cost per copy, (2) firm's experience and qualifications, (3) technical and equipment information, (4) firm's installation and maintenance plan, (5) firm's billing and reporting information, and (6) firm's ability to meet the MBE/WBE requirements of the County. The equipment that will be replaced is currently provided by Canon Business Solutions.

It has been determined that leasing of multifunction photocopier equipment saves the County an average of \$900,000.00 annually versus purchasing and maintaining the same equipment. Additionally, photocopier leasing contracts allow the County to keep up with technology by replacing the equipment every five (5) years. Finally, multifunction photocopier equipment allows departments to eliminate stand alone printers and fax machines which reduce capital, maintenance, and supply costs.

This contract will replace the existing multifunction photocopier contract which will expire on November 14, 2010.

Estimated Fiscal Impact: \$3,043,860.00 (FY 2010 - \$50,000.00; FY 2011 - \$608,772.00; FY 2012 - \$608,772.00; FY 2013 - \$608,772.00; FY 2014 - \$608,772.00; and FY 2015 - \$558,772.00). Contract period: November 15, 2010 through November 14, 2015. (490-630 and 499-630 Accounts). Requisition No. 04900099.

Approval of this item would commit Fiscal Years 2011, 2012, 2013, 2014, and 2015 funds.

No lobbying contact was made for this item.



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

October 5, 2010

Canon Business Solutions, Inc.
One Canon Plaza
Lake Success, NY 11042
Attn: Tod Pike

Ref: Contract No: 10-41-78

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,

A handwritten signature in cursive script that reads "Carmen K. Triche-Colvin".

Carmen K. Triche-Colvin
Purchasing Agent

CKTC/cm

Enclosure

Cc: Jerry Pray



Printed on Recycled Paper

CONTRACT FOR SERVICE

DOCUMENT NO. 10-41-78



LEASE, MULTIFUNCTION PHOTOCOPIERS
FOR
COOK COUNTY BUREAU OF ADMINISTRATION

WITH: CANON BUSINESS SOLUTIONS

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 01 2010

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

COM _____

ISSUED BY THE OFFICE OF THE PURCHASING AGENT

060110

04900099

0721

PART I

This Contract is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, (hereinafter the "County") and Canon Business Solutions, Inc. (hereinafter the "Contractor"), pursuant to authorization by the Cook County Board of Commissioners, as evidenced by the Board authorization letter attached hereto as Exhibit A, Board Authorization Letter.

WHEREAS, the County is responsible for procuring goods for the County's departments, agencies and elected officials, (hereinafter the "Using Department(s)"), which provide various services to the residents of Cook County, Illinois;

WHEREAS, the Using Departments require various multifunction photocopiers to be provided on a cost-per copy basis, which cost shall include, but not be limited to, delivery, installation, supplies such as toner, developer, fuser oil and delivery of such supplies, training, one free move for each copier, repair and maintenance services and the associated parts needed to permit those services to be performed, and removal of the copiers at the termination of the Contract (collectively, the "Deliverables");

WHEREAS, the Contractor is able and willing to provide such Deliverables upon the terms and conditions hereinafter provided;

NOW, THEREFORE, in consideration of the premises and the mutual undertakings herein set forth, the parties agree as follows:

I. INCORPORATION OF RECITALS

The above recitals are incorporated into this Contract as if fully set forth herein.

II. DELIVERABLES

Contractor shall provide the Deliverables in accordance with Part III, Special Conditions, of this Contract (which includes Attachment 1, Distribution List).

III. CONTRACT PERIOD

This Contract shall be in effect for sixty (60) months after proper execution of the Contract documents by the County ("Effective Date").

RECEIVED
OFFICE OF THE
PURCHASING AGENT
2011 JUL 21 PM 1:57
PROCUREMENT

IV. PAYMENT

Payment shall be made in sixty (60) monthly installments. Each such installment shall be calculated in accordance with the usage formulas set forth in Exhibit B, Payment Schedule.

Invoices in triplicate on County Invoice Form 29A shall be submitted by the Contractor to the Cook County Bureau of Administration when requesting payment. The County shall have the right to examine the books of the Contractor for the purpose of auditing the same with reference to all charges made to the County. 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.

V. CONTRACT DOCUMENTS/ORDER OF PRECEDENCE

This Contract incorporates the following Documents, in the following order of precedence:

1. Part I;
2. Part II, General Conditions Supply/Service Sole Source;
3. Part III, Special Conditions;
4. Exhibit A, Board Authorization Letter;
5. Exhibit B, Payment Schedule.

VI. MODIFICATIONS TO GENERAL CONDITIONS

A. General Condition GC-05, Indemnification, of Part II of this Contract is deleted and replaced with the following:

"The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the negligent performance or nonperformance of the Contract by the Contractor, or the negligent acts or omissions of the offices, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor; provided that County shall provide Contractor with prompt written notice of any claim for indemnification under this section, shall give Contractor sole control over the defense and settlement thereof and provide Contractor with such assistance, at Contractor's expense, as Contractor shall reasonably request. The Contractor expressly understands and agrees that any Performance Bond or insurance

protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.”

B. General Condition GC-09, Price Reduction, of Part II of this Contract is modified to add the following:

“Contractor represents that the prices, terms, warranties and benefits specified in this Contract are comparable to or better than the equivalent terms being offered by Contractor to any present customer with substantially similar quantities and terms for the same goods and services provided by Contractor.”

[END OF PART I]

**GENERAL CONDITIONS
SUPPLY/SERVICE
SOLE SOURCE**

CONTENTS

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS	3
GC-02 PERSONNEL	3
GC-03 INSURANCE	4
GC-04 INSPECTION AND RESPONSIBILITY	4
GC-05 INDEMNIFICATION	4
GC-06 PAYMENT	4
GC-07 PREPAID FEES	5
GC-08 TAXES	5
GC-09 PRICE REDUCTION	5
GC-10 CONTRACTOR CREDITS	5
GC-11 DISPUTES	5
GC-12 DEFAULT	6
GC-13 COUNTY REMEDIES	6
GC-14 CONTRACTOR REMEDIES	6
GC-15 DELAYS	6
GC-16 MODIFICATIONS AND AMENDMENTS	7
GC-17 PATENTS, COPYRIGHTS AND LICENSES	7
GC-18 COMPLIANCE WITH THE LAWS	8
GC-19 MINORITY AND WOMEN BUSINESS INTERPRISE	8/9
GC-20 MATERIAL DATA SAFETY SHEET	9
GC-21 CONDUCT OF THE CONTRACTOR	10
GC-22 ACCIDENT REPORTS	10
GC-23 USE OF THE COUNTY PREMISES	10

GC-24	TERMINATION OF CONVENIENCE AND SUSPENSION OF CONTRACT	10
GC-25	GENERAL NOTICE	11
GC-26	GUARANTEES AND WARRANTIES	11
GC-27	STANDARD OF DELIVERABLES	11
GC-28	DELIVERY	12
GC-29	QUANTITIES	12
GC-30	CONTRACT INTERPRETATION	12
GC-31	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	13
GC-32	AUDIT; EXAMINATION OF RECORDS	13/14
GC-33	GOVERNING LAW	14
GC-34	WAIVER	14
GC-35	ENTIRE CONTRACT	14
GC-36	FORCE MAJEURE OR UNAVOIDABLE DELAYS	14
GC-37	INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES	15
GC-38	COOPERATION WITH INSPECTOR GENERAL	15

GC-01 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Purchasing Agent, which approval shall be granted or withheld at the sole discretion of the Purchasing Agent. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein 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.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Purchasing Agent the any and all subcontractors it intends to use in the performance of the Contract. The Purchasing Agent shall have the right to disapprove any subcontractor. Identification of subcontractors to the Purchasing Agent shall be in addition to any communications with County offices other than the Purchasing Agent. All subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Purchasing Agent upon request.

The Contractor must disclose the name and business address of each subcontractor, attorney, lobbyist, accountant, consultant and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All contractors and subcontractors of the Contractor shall be accountable to the Director of the Using Department or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

GC-02 PERSONNEL

The quality, experience and availability of personnel employed by the Contractor is of the essence. The Contractor shall provide the County with a list of all key personnel to be used on the project and their designated assignment. The list shall include the qualifications of each person named. The County may at any time request, in writing, the Contractor to remove any of the Contractor's assigned personnel for cause and forthwith furnish to the County other acceptable personnel with thirty (30) days of notification. Notwithstanding the County's approval of Contractor's personnel, the Contractor shall be fully responsible to County for all work performed pursuant to this Contract by Contractor's employees, subcontractors or others who may be retained by the Contractor with the approval of the County.

GC-03 INSURANCE

Contractor shall purchase and maintain at all times during the term of this Contract insurance coverage which is satisfactory to the County and will satisfactorily insure the Contractor against claims and liabilities which arise or could arise because of the performance or nonperformance of the Contract. All insurance required hereunder shall meet the requirements of the County's Department of Risk Management and shall name the County as an additional insured unless such designation is unavailable due to commercial practices in the insurance industry as to a particular type of coverage. With the exception of certificates required to be submitted with the Proposal, Contract shall deliver to the County satisfactory certificates evidencing compliance with this insurance provision prior to commencing performance under the Contract.

GC-04 INSPECTION AND RESPONSIBILITY

At any and at all times during the term of the Contract and at any location where the Contract is performed, the County shall have a right to inspect any Deliverables provided in carrying out this Contract. The Contractor shall be solely responsible for the quality and standards of all Deliverables furnished under this Contract. Deliverables may be rejected by the Purchasing Agent and/or the Director of the Using Department if they fail to meet Contract requirements or are provided in a manner which does not meet Contract requirements. In the event of such rejection, Deliverables shall be replaced and/or re-performed by the Contractor promptly and at no additional cost to the County. Any Deliverables 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 Deliverables have been rejected.

GC-05 INDEMNIFICATION

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, contractors, subcontractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

GC-06 PAYMENT

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Contract Documents and shall contain a detailed description of the Deliverables for which payment is requested. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice, and shall be submitted together with a properly completed County Voucher form (29A). Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. No payments shall be made with respect to invoices which do not include the County Voucher form or which otherwise fail to comply with the requirements of this paragraph. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

GC-07 PREPAID FEES

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

GC-08 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 deliverables, 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-9998-2013-05.

GC-09 PRICE REDUCTION

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section GC-09, Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

GC-10 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 reflect any such credits on its invoices and in the amounts it invoices the County.

GC-11 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 specifying 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. The Purchasing Agent will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the Director of the Using Department. The decision of the Purchasing Agent will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Purchasing Agent indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Purchasing Agent of a dispute. No inference shall be drawn from the absence of a decision by the Purchasing Agent. 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-12 DEFAULT

Contractor shall be in default hereunder in the event of a material breach by Contractor of any term or condition of this Contract including, but not limited to, a representation or warranty, 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.

In the event Contractor shall breach any material terms or conditions of this Contract on more than one occasion during any twelve month period during the term hereof, or in the event Contractor expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County may, at its option, declare the Contractor to be in default and the County shall be entitled to exercise all available remedies including, but not limited to, termination of the Contract, without affording the Contractor further opportunity to cure such breach. Failure of County to give written notice of breach to the Contractor shall not be deemed to be a waiver of the County's right to assert such breach at a later time, should the Contractor commit a subsequent breach of this Contract.

County shall be in default hereunder if any material breach of the Contract by County occurs which is not cured by the County within ninety (90) days after written notice has been given by Contractor to the County, setting forth the nature of such breach.

GC-13 COUNTY'S REMEDIES

Following notice of material breach to Contractor, the County reserves the right to withhold payments otherwise owed to Contractor until such time as Contractor has cured the breach.

If the Contractor fails to remedy a material breach during the ten (10) day cure period pursuant to General Condition GC-12, Default, or if Contractor commits a subsequent material breach within a twelve month period or expresses an unwillingness or inability to continue performing the Contract in accordance with its terms, the County shall have the right to terminate this Contract upon written notice to the Contractor which shall set forth the effective date of such termination.

In addition, the County shall have the right to pursue all remedies in law or equity.

GC-14 CONTRACTOR'S REMEDIES

If the County has been notified of breach and fails to remedy the breach during the ninety(90) day cure period pursuant to General Condition GC-12, Default, the Contractor shall have the right to terminate this Contract upon not less than thirty (30) days prior written notice to the County, which notice shall set forth the effective date 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 actual provable damages not to exceed the amount of the Contract as awarded by the Cook County Board of Commissioners less all amounts paid to Contractor. In no event shall Contractor be entitled to any consequential damages. Irrespective of the exercise of remedies hereunder, Contractor shall not disrupt the County's operations or repossess any component thereof.

GC-15 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-16 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. Modifications and amendments which individually or cumulatively result in additional cost of \$1,000.00 or greater or which extend the term of the Contract by thirty (30) days or more shall not be deemed as authorized without the approval of the Cook County Board of Commissioners. Modifications and amendments which increase cost by less than \$1,000.00 or which do not extend the term of the Contract by more than thirty (30) days may only be made with the written approval of the Purchasing Agent.

Subject to the foregoing, the Director of the Using Department may, by written order, make changes with respect to the dates of delivery and places of performance of the Contract, provided that any such changes shall not increase the Contract price or the time required for Contract performance.

Contractor is hereby notified that, except for modifications and amendments which are made in accordance with this Section GC-16, Modifications and Amendments, no County department or employee thereof has authority to make any modification or amendment to this Contract.

GC-17 PATENTS, COPYRIGHTS AND LICENSES

Contractor shall furnish the Director of the Using Department with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Purchasing Agent. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

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 provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other 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 Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

GC-18 COMPLIANCE WITH THE 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-19 MINORITY AND WOMEN BUSINESS ENTERPRISES
COOK COUNTY ORDINANCE DIVISION 6, SECTION 34-275 – 34-285

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 subcontractors, in such contracts by local businesses certified as Minority Business Enterprises (MBE) and Women-owned 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 "best efforts" goal of awarding not less than thirty-five (35%) of the annual total dollar amount of professional and consulting service contracts and sole source agreements to certified MBEs and WBEs.
- B. A contractor may achieve the contract MBE/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 or WBEs; by entering into a Mentor-Protege Agreement with a MBE or WBE; by the indirect participation of MBEs or WBEs in other aspects of the contractor's business; or by a combination of the foregoing.
- C. A contractor's failure to carry out its MBE/WBE commitments in the course of a contractor'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 other remedy authorized by the Ordinance as the County deems appropriate.

II. **REQUIRED SUBMITTALS**

To be considered responsive to the requirements of the Ordinance: (a) a contractor for professional and consulting service contracts shall submit items A, B and C listed below; and (b) a contractor for sole source agreements, shall submit items A and B listed below. All documentation submitted by a contractor shall be reviewed by the Contract Compliance Administrator. Failure to submit one of the items required in accordance with these general conditions shall be cause to consider the contractor's proposal non-responsive and be rejected.

A. Affirmative Action Plan

Each contractor shall submit with its proposal, a copy of its current internal affirmative action plan. If contractor has no internal affirmative action plan, contractor shall submit a statement stating why contractor has no such plan. In lieu of an internal affirmative action plan, a contractor may submit a copy of its current Letter of Compliance for the United States Department of Labor, Office of Federal Contract Compliance Programs.

B. Contractor's MBE/WBE Efforts Documentation

Each contractor shall submit with its proposal, supporting documentation which evidences efforts the contractor has taken in attempting to achieve the County's "best efforts" MBE/WBE participation goals.

C. Contractor's Statement - Use of MBE/WBE Professionals

Each contractor shall submit with its proposal, a statement which discloses how the contractor intends to maximize the use of its MBE/WBE professionals in the course of performing the contract.

III. NON-COMPLIANCE

If the County of Cook 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 non-compliance and may take any and all appropriate actions as set forth within the Ordinance.

IV. REPORTING/RECORD-KEEPING REQUIREMENTS

The contractor shall comply with the reporting and record-keeping requirements as may be 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.

V. EQUAL EMPLOYMENT OPPORTUNITY

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

GC-20 MATERIAL DATA SAFETY SHEET

Where required under the Illinois "Toxic Substance Disclosure To Employees Act", Illinois Compiled Statutes, 2002, 820 ILCS 255/1, Contractor shall submit with each delivery of Deliverables, a Material Safety Data Sheet.

GC-21 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). Neither the Contractor nor any of its employees, agents or subcontractors shall use for business or personal gain, or make other improper use of, confidential information which is acquired in connection with the Contract. To the extent Contractor will have access to the County's protected health information in performing its responsibilities under this Contract, Contractor shall contact the Chief Privacy Officer for the Using Department(s) and shall execute the County's business associate agreement prior to performing any responsibilities which involve access to protected health information.

GC-22 ACCIDENT REPORTS

Contractor shall provide the Purchasing Agent and the Director of the Using Department with prompt written notification (no later than twenty-four (24) hours) of any occurrence, on County premises or otherwise, which pertains in any way to this Contract and which results in either bodily injury to employees or third parties or property damage. The report shall include the name of person(s) injured, if any; name of the injured person's employer, if any; the date, time and location of the occurrence; description of the extent of injury and/or damage; the name(s) of witnesses; the names of any providers known to have provided treatment for injuries sustained; and such other information as may be required by the County. The Contractor shall notify the local police regarding any occurrence requiring an official police record. The report submitted to the County should indicate whether the police were notified and, if so, the number of the police report.

GC-23 USE OF COUNTY PREMISES AND RESOURCES

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

GC-24 TERMINATION FOR CONVENIENCE AND SUSPENSION OF CONTRACT

The County may terminate this Contract, or any portion, at any time by notice in writing from the County to the Contractor. Unless otherwise stated in the notice, the effective date of such termination shall be three business days after the date the notice of termination is mailed by the County. If the County elects to terminate the Contract in full, unless otherwise specified in the notice of termination, the Contractor shall immediately cease performance and shall promptly tender to the County all Deliverables, whether completed or in process. If the County elects to terminate the Contract in part, unless otherwise specified in the notice of partial termination, the Contractor shall immediately cease performance of those portions of the Contract which are terminated and shall promptly tender to the County all Deliverables relating to said portions of the Contract, whether completed or in process. Contractor shall refrain from incurring any further costs with respect to portions of the Contract which are terminated except as specifically approved by the Purchasing Agent.

GC-25 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, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

TO THE COUNTY:

COOK COUNTY PURCHASING AGENT
118 North Clark Street, Room 1018
Chicago, Illinois 60602
Include County Contract Number in all notices)

TO THE CONTRACTOR:

At address provided on the Execution Pages or as otherwise indicated in writing to County Purchasing Agent in a written document which, in bold face type, references the name of the Contractor, the County Contract Number and states "NOTIFICATION OF CHANGE IN ADDRESS."

GC-26 GUARANTEES AND WARRANTIES

The Contractor shall furnish all guarantees and warranties applicable to the Deliverables to the Director of the Using Department prior to or at the time of delivery. All Deliverables shall be covered by the most favorable commercial warranties and guarantees the Contractor gives to any customer for the same or substantially similar Deliverables or Services. The rights and remedies so provided shall be in addition to and shall not limit any rights afforded to County under this Contract.

To the extent Contractor provides Deliverables manufactured by another entity, Contractor shall transfer original product warranty and any rights to manufacturer's related services to the County and shall submit all appropriate documentation of said transfer to the Director of the Using Department prior to or at the time the Contractor tenders the Deliverables.

GC-27 STANDARD OF DELIVERABLES

Except as may be expressly stated in the Special Conditions or Specifications of this Contract, only new, originally manufactured Deliverables will be accepted by the County. The County will not accept any Deliverables that have been refurbished, rebuilt, restored or renovated in any manner. In addition, experimental materials will not be acceptable. Deliverables 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 commencement of the Contract will be considered experimental.

GC-28 DELIVERY

All Contract Goods shipped to the County shall be shipped F.O.B., DESTINATION, FREIGHT PREPAID. Arrangements shall be made in advance by the Contractor in order that the County may arrange for receipt of the materials.

Truck deliveries will be accepted before 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturdays, Sundays or County Holidays. The County is not responsible for delivery delays due to waiting times for loading and unloading at dock locations.

The quantity of Contract Goods delivered by truck will be ascertained from a weight certificate issued by a duly licensed Public Weight-Master. In the case of delivery by rail, weight will be ascertained from bill of lading from originating line, but the County reserves the right to re-weigh at the nearest available railroad scale.

The County reserves the right to add new delivery locations or delete previously listed delivery locations as required during the Contract period. The only restriction regarding the County's right to add new delivery locations shall be that any new or additional location shall be within the geographical boundaries of the County of Cook.

GC-29 QUANTITIES

Any quantities of indicated in the Proposal Pages 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 by the County during the term of the Contract. The County reserves the right to increase or decrease such quantities at the Contract price to correspond to the actual needs of the County. If the County increases the quantities required, any such increase shall be subject to an agreed written amendment in the Contract Amount. 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-30 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-31 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 hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County'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 County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and 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, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

GC-32 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-32 AUDIT; EXAMINATION OF RECORDS (CON'T.)

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives. If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that

are necessary to certify the nature and extent of such costs. This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

GC-33 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 to the contrary, 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 Circuit Court of Cook County in 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-34 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-35 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-36 FORCE MAJEURE OR UNAVOIDABLE DELAYS

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 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-37 INDEPENDENT CONTRACTOR STATUS; NO THIRD PARTY BENEFICIARIES

The Contractor and its employees, agents and subcontractors are, for all purposes arising out of the Contract, independent contractors and not employees of the County. It is expressly understood and agreed that neither the Contractor nor Contractor's employees, agents or subcontractors shall be entitled to any benefit to which County employees may be entitled including, but not limited to, overtime or unemployment compensation, insurance or retirement benefits, workers' compensation or occupational disease benefits or other compensation or leave arrangements.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship or principal and agent or of partnership or of joint venturer or any relationship between the parties hereto other than that of independent contractors. Nothing herein shall be construed to confer upon any third parties the status of third party beneficiary.

GC-38 COOPERATION WITH INSPECTOR GENERAL

Persons or businesses seeking County contracts are required to abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

Contractors, subcontractors, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance. Failure to cooperate as required may result in monetary and/or other penalties.

END OF SECTION

PART III
SPECIAL CONDITIONS

SC-1 Overview

The specific copier equipment to be provided pursuant to this Contract shall consist of the following:

- Item 1: 20cpm-Canon imageRUNNER 2025i (25cpm)
- Item 2: 30cpm-Canon imageRUNNER 3230 (30cpm)
- Item 3: 40cpm-Canon imageRUNNER 3245 (45cpm)
- Item 4: 50cpm Canon imageRUNNER 5050N (50cpm)
- Item 5: 65cpm Canon imageRUNNER 5065 (65cpm)
- Item 6: 80cpm Canon imageRUNNER 7086 (86cpm)

All devices will include all features that Cook County is requesting, especially network printing, scanning mode (Scan to File, Scan to Email), facsimile mode and requested paper capacity per device and such features shall be operational at time of delivery. In item six (80cpm category) the Canon imageRUNNER 7086 is not offered with a facsimile option due to it affecting the productivity speed of the unit.

Canon Business Solutions, Inc. ("Canon" or "Contractor") will have a separate option price tab for the color devices (IR5035, IR5045, and IR5051) as well as a hole-punch option for items 1-5, standard on item 6.

Canon will offer Cook County an optional price page for advanced scanning solutions, known as e-Copy which will allow the County to do more versatile document distribution. All units will be equipped with a digital network surge protector and device asset tag as requested.

For 3,990,000 copies, the County will be billed at .0127/copy. All copies over 3,990,000 will be billed at .0058/copy. 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, one free move for each machine, 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.

Meter reading will be taken remotely through the imageWARE Remote feature. Each device must be connected to the network via the network print board to activate this feature. Also, the County may place service calls online and order supplies online through the feature called eManage. Contractor will work with the County Departments to right-size devices, evaluate technologies, and evaluate needs for department users.

The Pre and Post Sales departments at Contractor will work with the technology staff of each

County Department to learn about County network typologies as well as training technology staff on Contractor technologies. This process as well as the installation process will be fully customizable to the County's needs.

SC-2 Transition of Old/Delivery of New Photocopiers

A. The transition between old equipment removal and new equipment installation must be peaceful with a minimum of disruption to the County users.

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

C. The transition/delivery phase of all of the copiers to be provided pursuant to this Contract must be completed within **three (3) weeks**.

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

E. Contractor 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 Contractor.

F. All photocopiers must have a tag or label affixed to the front or top of the equipment showing the model number, serial number, and phone number(s) to call for service and supplies.

G. Prior to the installation and delivery of the equipment, the County Administrator will provide the Contractor with information for each machine including:

- a. Location Address and Room #
- b. Location Contact Number
- c. Location Phone Number
- d. Location Fax Number

The Contractor will be required to verify/update the given information for each machine to ensure that it is correct, and to notify the individual location contact of the meter reading procedures. The County Administrator will provide this information electronically, and after all installations are complete, the Contractor shall return an updated file for each machine installed. This will help both the Contractor and the County collect meter reads in a more streamlined manner.

H. At delivery/installation, the Contractor must verify and provide the following information to the County Administrator for each unit placed including but not limited to:

- a. Model Number
- b. Serial Number
- c. Location Address
- d. Location Contact Name, Phone, Email, and Fax

I. Contractor 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.

J. Contractor shall provide any surge suppressor required for the operation, or protection, of equipment covered by this contract.

K. Contractor shall be responsible for removal of all debris associated with the installation of new photocopiers.

L. Contractor must provide industrial grade digital power filters for all equipment installed.

SC-3 Service/Maintenance of Copiers

A. The Contractor 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.

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

C. The Contractor shall provide dedicated service technicians, trained and qualified by the equipment manufacturer on the equipment installed. The number of dedicated technicians and their factory certification shall not deviate from that represented in Contractor's RFP response dated March 22, 2010 except upon the express written consent of the County.

D. Response times for copiers shall be within two business hours of request in which the Contractor must call the department.

Contractor shall utilize a state-of-the-art automated dispatching system:

- Live person responds to caller immediately
- Service technician receives text page with customer information immediately
- Service technician calls customer with expected arrival time and if applicable, troubleshooting occurs over the phone, usually within an hour

Contractor shall provide an on-site technician in response to service calls within a fleet average of four (4) hours calculated on a quarterly basis. Response time shall be calculated from the time the Customer call is placed with Contractor's Dispatch Department, until the time the Technician arrives at your location. For an individual location which has multiple machines and active service calls, the Technician's arrival shall stop the response time calculation for all open service calls at that location. Response times are calculated between 8:30am and 5:00pm, Monday through Friday, excluding Contractor holidays.

E. Equipment that cannot be repaired within 16 consecutive business hours shall be replaced (upon the County's written request) with a loaner of equal performance until the original equipment is properly functioning.

F. The Contractor 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 Contractor shall permanently replace any equipment, which is mutually deemed ineffective or faulty. Replacement machines shall be provided at no additional charge to the County.

G. 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.

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

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

J. The County will provide all paper. Contractor's 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 the Contractor's personnel. Credit should be shown on monthly invoice and voucher. Contractor will deduct test copies made by its technicians while repairing the equipment.

K. 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. Contractor shall ship latest expiration date available for all supplies.

L. Contractor shall establish preventative maintenance schedules to aggressively address technical issues before they become an operational problem resulting in equipment downtime. Service technicians will perform a Complete Call Process in which they service the unit to a preventative maintenance standard each time the unit is repaired. He/She will clean all optics and remove, inspect, and clean all assemblies of the machine and its accessories. This Complete Call Process shall ensure a consistent level of service at all times.

To place a service call, County may:

- Call the toll free number located directly on its Canon equipment;
- Place a request online at <http://www.solutions.canon.com>;
- Log onto its eManage account.

To reorder supplies, the County may:

call the toll free Customer Care Department to speak to a Customer Care Representative who will place the supply order. This Department is available Monday through Friday, 8:30am-8:00pmEST to accommodate our customers with offices nationwide. This toll free number is located directly on the Canon equipment. The representative will verify a contact person, address and serial number, inquire about the number of toners needed, and provide a confirmation number.

Cook County may also place a supply order via eManage and online at <http://www.solutions.canon.com>. At Cook County's request, Canon Business Solutions, Inc. can maintain a standard stock of parts and supplies onsite, provided there is a secure location for storage.

The standard turnaround time for domestic supply orders placed before noon EST, is approximately two days. If overnight delivery is preferred, we can accommodate this request; however, Cook County would be responsible for standard delivery fees. All supplies are readily available from our warehouses located throughout the United States.

M. Proposer shall wipe out hard drive/erase all information after each photocopier is removed at the end of the contract term and shall certify to the County in writing that this process has been accomplished.

SC-4 Network Printing and Scanning

A. All equipment must be able to be connected to the County's existing network so that agencies can print as well as scan documents to file or email.

B. Contractor understands and agrees that Cook County's standard Network Interface is 100MB Ethernet; that Compatible Operating Systems currently supported are Windows

XP, 2000, Windows 7, Server 2003, and Server 2008; that communication protocols currently supported are TCP/IP, SMTP, and POP3; and that Cook County's technical support is currently decentralized in some areas, therefore, certain protocols and processes may not be supported by specific departments.

C. Contractor must train the County's IT staff on the networking and scanning features of the equipment so that these connections can be done in-house.

SC-5 Training

A. Minimum Requirements

The Contractor will be responsible for all "casual user" and "key operator" training required for operation of the equipment at the County sites. Contractor 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 Contractor.

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.

Contractor is responsible for training the County's IT staff on the networking and scanning features of the equipment.

B. Training Overview

Subject to the minimum requirements set forth in Subsection A, Minimum Requirements above, Contractor can customize training to meet the needs of the County. With every installation, Contractor's schedule coordinator shall arrange training for County's key operators. Contractor shall match its schedule to the County's and travel to the County's site when it is convenient for the County. Contractor shall customize the training so that it focuses on County's key applications and unique document management requirements. Contractor shall also tailor the training to the audience, understanding that at each user level there is a different set of learning expectations. Contractor's staff of professional trainers will help County learn how to maximize its new technology so that County users may perform their jobs more quickly and efficiently. Training will include hands-on activities, manuals, and videos. Instruction can be provided in a number of ways:

- Individual training
- Group training in a classroom setting

County will receive one free-of-charge training session that will take place within the first 30 days of installation and one follow-up training session within 60 days of the initial training session.

C. Training Content

Cook County will receive the following training content for each Contractor device purchased/leased.

Operating the imageRUNNER

- Getting Started
 - (i) System power on and off
 - (ii) Control panel functionality
- Basic copy operation
- Advanced copy operation
- Paper path and paper jam removal process

Managing Media

- Loading
 - (i) Grain direction
 - (ii) Gloss direction
 - (iii) Rough-edge orientation/check
- In-line finishing (where applicable)

Replenishing Consumables

- Toner
- Waste container
- Staples

Engine Calibration (where applicable)

Standard Printing and Print Driver Features

Remote User Interface

eCopy

Understanding the Components of the EFI RIP (where applicable)

- Power up/Power down sequences
- Removable drive kit (if purchased)
- Logging on Command Workstation
- Hold and releasing jobs from Command Workstation

- Changing print ticket properties for a given job
- Advancing a print job
- Reprinting archived print job

SC-6 Billing, Meter Reads, and Reports

A. Form and Frequency of Invoices

Contractor shall submit one monthly invoice to the County for payment. The invoice shall reflect the number of copies at the base rate and the number of copies at the overage rate. Contractor shall submit with the 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.

B. Computation of Charges

Base monthly usage will be determined by multiplying the number of base copies per item by the number of installed machines in accordance with the formula provided in Exhibit B, Payment Schedule. 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 and equipment accessories added to the contract shall be done so in accordance with the formulas provided in Exhibit B, Payment Schedule.

Equipment deleted and removed from the contract shall be done so in accordance with the formulas provided in Exhibit B, Payment Schedule.

C. Meter Reading Procedures/Reports: Minimum Requirements

Contractor shall be responsible for obtaining meter readings on a monthly basis. Contractor must provide reports to the County on a semi-annual basis including information related to the usage (average monthly usage, projected annual usage) of the equipment as well as the Contractor'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. Contractor shall provide software or web based system 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.

Meter Reading Procedures/Reports: Detail

If an imageRUNNER is connected to the network it will be able to access imageWARE Remote. imageWARE Remote is firmware that is embedded in Contractor's imageRUNNER products. The function of imageWARE Remote is to automatically provide accurate meter reads without the need for customer intervention. It reduces administrative costs and increases accuracy. The meters are automatically read every day for the most up-to-date reporting capabilities. The Service Monitoring portion of this tool automatically notifies Contractor's Dispatch Department of a hardware/software error. This feature allows Contractor's Dispatch Representatives to proactively call the customer to confirm that service is required. In the near future, this tool will also provide real-time supply information.

eManage is an internet-based account management tool that provides administrative control over the County's fleet of Canon devices. It fully integrates with Contractor's internal database system, providing County with greater access to its account's information. Upon enrollment, County can begin taking advantage of the many features of eManage, such as identifying and validating devices, reviewing installations by location, submitting meter reads, viewing meter read history, placing service requests, checking service requests, ordering supplies, managing County's users, and retrieving important account information. In addition, those with toner inclusive service contracts will be able to order toner through eManage.

SC-7 Photocopier Relocations, Removals, Additions, and Right-Sizing

A. The County shall make every effort to ensure that the placement of photocopiers, 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, the Contractor may recommend in writing, with supporting documentation of the usage history, to replace with a correct volume machine. The Contractor 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. After the initial three (3) month review between the County and Contractor of the initial equipment installed, recommended 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.

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

Cook County may re-locate locally up to 25% of the then current install base of machines over the term of the contract at no additional charge. Contractor will provide ad-hoc quotes to move equipment once the 25% threshold has been met.

C. 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 County, 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.

D. 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.

E. The County reserves the right to add equipment as needed up to 24 months after the beginning of the contract. All machines, regardless of the installation date, will be coterminous at the end of the contract. The rates at which such equipment will be billed shall be as set forth in Exhibit B, Payment Schedule.

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

- a. The replacement request must be in writing to the County.
- b. The replacement copier is of equal or greater capability and offers the same or more features than the discontinued model.
- c. The replacement copier has the same cost-per-copy price as the discontinued model.

SC-8 Implementation/Installation Plan

Upon execution of the Contract, the following series of actions will take place:

A. A project meeting is scheduled to determine an overall implementation plan. A team shall be initially assembled to coordinate the critical areas of the project. Additional personnel will be added within their respective disciplines to carry out tasks as they are required.

B. A site survey is conducted at the appropriate sites to obtain the necessary data for a smooth delivery process. It is an opportunity for Contractor's IT Department to work with the County's IT contact or designated Project Manager. During this time Contractor

personnel will:

1. Identify key managers and site contacts
2. Identify location of equipment for installation
3. Verify list of equipment to be removed
4. Create equipment removal schedule
5. Collect appropriate fax numbers/IP addresses
6. Identify priority installs
7. Verify power and datalines
8. Identify room numbers/departments
9. Identify installation challenges, delivery access etc.
10. Identify storage for potential location of parts on site if necessary

C. Order Management reviews and processes the contract and sets up the account within Contractor's internal system. This triggers a number of other actions such as the release of equipment to a staging area for delivery preparation.

D. Equipment is pre-configured to the specifications of the contract, such as including starter kits, labeling service information, and creating delivery schedules to meet the needs of Cook County.

E. Customer information packages including copier specs, service call procedures, reference guides and instructional guides are compiled to accompany equipment.

F. Service installation and training are scheduled to coincide with the delivery of the equipment.

As noted in SC-5, Training, above, Training will include hands-on activities, manuals, and videos. Training can be provided in a number of ways:

- a. Individual training
- b. Group training in a classroom setting

G. County's eManage account is set up.

SC-9 Accessory Pricing

A list of all optional accessories for all equipment and their associated cost per copy charge and/or purchase price if any of these accessories are added at a later date is provided in Exhibit B, Payment Schedule.

SC-10 Technical Literature

The technical literature for each equipment item shall be as provided in Contractor's RFP response dated March 22, 2010.

SC-11 Proof of Factory Authorization and Training/Manufacturer's Certification

Proof of manufacturer's certification shall be evidenced by the Original Equipment Manufacturer's Certification Letter provided in Contractor's RFP response dated March 22, 2010.

Contractor represents that its service technicians are factory authorized and trained and further represents as follows:

All new technicians attend an extensive new hire training program called Printing and Digital Imaging Foundations (PDIF), which provides the technicians the tools to maintain, troubleshoot and repair Canon products. The course itself is approximately 38 days in length. During this time, the new hire service technicians receive classroom-based training and hands-on training in the field. The technician upon successful completion is certified on a Canon specific model, which is based on territory demand, and has received critical skill courses that enable him or her to be a successful service technician in the field. The critical skills portion of their training includes the following: Customer Satisfaction Skills, Basic Network Install, Complete Call Process, Troubleshooting, Communication Technology. Ongoing product training and certifications are provided on continual basis based on new technology and field territory growth.

The Association of Technical Service Professionals (ATSP) program is designed by Canon USA to uphold the high performance standards intended to support the needs and expectations of Canon customers.

The ATSP program provides assurance that its certified members have attained a level of knowledge and performance that is second to none in our competitive business. The program sets out strict guidelines to which service technicians must adhere, ensuring customers receive best-in-class service. CBS is proud of its high volume of certified professionals currently in our corporation.

EXHIBIT A

BOARD AUTHORIZATION LETTER

POST BOARD AGENDA

APPROVED BY THE BOARD OF COOK COUNTY COMMISSIONERS JUN 01 2010
--

BUREAU OF ADMINISTRATION**PROPOSED CONTRACT**

Transmitting a Communication, dated May 5, 2010 from

MARK KILGALLON, Chief Administrative Officer, Bureau of Administration

requesting authorization for the Purchasing Agent to enter into a contract with Canon Business Solutions, Lake Success, New York, for the leasing of 350 multifunction photocopiers on a cost per copy basis. All County departments participate in the photocopier leasing program. The following offices will be receiving equipment from this contract: Sheriff, Judiciary, Clerk of the Circuit Court, State's Attorney, County Clerk, Assessor, Board of Review, Recorder of Deeds, and Offices under the President. All equipment will be capable of network printing, faxing, and scanning. Cost per copy includes the use of the equipment, maintenance services and all supplies (excluding paper). Request for Proposals (RFP) were issued resulting in the submission of five (5) responses.

Reason: Canon Business Solutions has been selected as the lowest cost qualified proposer based on the Request for Proposals. Evaluation of the proposals was based on the following criteria: (1) proposed cost per copy, (2) firm's experience and qualifications, (3) technical and equipment information, (4) firm's installation and maintenance plan, (5) firm's billing and reporting information, and (6) firm's ability to meet the MBE/WBE requirements of the County. The equipment that will be replaced is currently provided by Canon Business Solutions.

It has been determined that leasing of multifunction photocopier equipment saves the County an average of \$900,000.00 annually versus purchasing and maintaining the same equipment. Additionally, photocopier leasing contracts allow the County to keep up with technology by replacing the equipment every five (5) years. Finally, multifunction photocopier equipment allows departments to eliminate stand alone printers and fax machines which reduce capital, maintenance, and supply costs.

This contract will replace the existing multifunction photocopier contract which will expire on November 14, 2010.

Estimated Fiscal Impact: \$3,043,860.00 (FY 2010 - \$50,000.00; FY 2011 - \$608,772.00; FY 2012 - \$608,772.00; FY 2013 - \$608,772.00; FY 2014 - \$608,772.00; and FY 2015 - \$558,772.00). Contract period: November 15, 2010 through November 14, 2015. (490-630 and 499-630 Accounts). Requisition No. 04900099.

Approval of this item would commit Fiscal Years 2011, 2012, 2013, 2014, and 2015 funds.

No lobbying contact was made for this item.

EXHIBIT B
PAYMENT SCHEDULE

EXHIBIT B

PAYMENT SCHEDULE

Pursuant to Table 1, below, 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.

Table 1

Item No.	Make	Model	Number of Base Copies Per Month*	X	# Of Machines	=	Total Base Copies Per Month
1	Canon	2025i	2,000	X	59	=	118,000
2	Canon	3230	5,000	X	107	=	535,000
3	Canon	3245i	9,000	X	75	=	675,000
4	Canon	5050N	17,000	X	54	=	918,000
5	Canon	5065	28,000	X	38	=	1,064,000
6	Canon	7086	40,000	X	17	=	680,000
				Grand Total	350	=	3,990,000 (Not to exceed 40,000.00)

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

Base Cost/Copy Rate: \$.0127 X 3,990,000 Copies/Month = \$50,673.00

Overage Cost/Copy Rate: \$.0058 X 10,000 Copies/Month = \$58.00

Monthly Total Cost (Based upon a maximum of 4,000,000 copies per month): = \$50,731.00

Multiplied by 60 months: = \$3,043,860

Total 5 Year Black/White Cost: = \$3,043,860

Any equipment deleted and removed from the Contract shall be done so by subtracting the corresponding monthly base volume set forth in Table 1, above, from the monthly grand total. For example, assuming that 10 Canon 2025i copiers are removed from the Contract, the monthly cost would be calculated as follows:

Example 1

Step 1: 2,000 base copies per month X 49 = 98,000 total base 2025i copies per month.

Step 2: Base Cost/Copy Rate: \$.0127 X 3,970,000 Copies/Month = \$50,419.00

However, if any equipment is added to the Contract so that the total number of copiers exceeds 350, the number of new units shall be multiplied by the applicable number in the "Copies to add" column of the "Co-Terminous Additions" table (below). That sum shall be added to the Grand Total of Total Base Copies Per Month" in Table 1, above and the resulting sum multiplied by the base Cost/Copy Rate of \$.0127. Any actual copies exceeding the new Grand Total Base Copies Per Month shall be billed at the Overage Cost/Copy Rate of \$.0058.

For example, assuming that 10 Canon 2025i copiers are added to the Contract in the sixth month following the Effective Date, the monthly cost would be calculated as follows:

Example 2

Step 1: 10 (the new units) X 5,700 (the "Copies to add") = 57,000 base 2025i copies per month.

Step 2: 57,000 + 3,990,000 = 4,047,000 total base copies per month.

Step 3: Base Cost/Copy Rate: \$.0127 X 4,047,000 Copies/Month = \$51,396.90

For purposes of this example, actual copies exceeding 4,047,000 would be billed at the Overage Cost/Copy Rate of \$.0058.

Any accessories listed in the "Co-Terminous Additions" table that are added after the Effective Date shall be billed in accordance with the formula set forth in example 2, above.

Co-Terminous Additions

Model	Accessories	Months	1/6 Copies to add	7 to 12	13/18	19/24	
imageRUNNER 2025i			5,700	6,200	6,900	7,700	
	Duplexing Automatic Document Feeder-P2		900	1,000	1,100	1,300	
	Cassette Feeding Unit-Q1		1,200	1,300	1,400	1,600	
	Cabinet-Y1 (Small)		500	600	600	700	
	Finisher-U2		1,200	1,300	1,500	1,600	
	Power Supply Kit-Q1		400	400	500	500	
	Super G3 Fax Board-AA1		700	700	800	900	
imageRUNNER 3230 imageRUNNER 3245i			4,800	5,200	5,700	6,500	
			8,500	9,200	10,200	11,500	
	Duplexing Automatic Document Feeder-U1		1,000	1,100	1,200	1,400	
	Cassette Feeding Unit-Y3		1,500	1,600	1,800	2,000	
	Finisher-S1		1,300	1,500	1,600	1,800	
	Color Universal Send & PCL Print Package-D1		1,300	1,400	1,500	1,700	
	PS Printer Kit-AA1		1,000	1,100	1,200	1,400	
	Super G3 Fax Board-AC1		1,000	1,100	1,200	1,400	
	Additional Memory Type A (512MB)		600	600	700	800	
IMAGERUNNER 5050N WITH FINISHER-AD1 IR5065 W/FINISHER-AD1			11,500	12,600	13,900	15,700	
			16,500	18,000	19,900	22,500	
	Paper Deck-AD1 (LTR)		3,000	3,300	3,700	4,100	
	UFR II/PCL/PS Printer Kit-R2		2,600	2,900	3,200	3,600	
	Universal Send Kit-F1		1,600	1,700	1,900	2,100	
	Super G3-Fax Board-Z3		1,200	1,300	1,400	1,600	
IR7086 W/FINISHER-V1			20,300	22,100	24,500	27,700	
	Side Paper Deck-W1 (LTR)		2,200	2,400	2,700	3,100	
	Puncher Unit-V1		1,300	1,400	1,600	1,800	
	Multi-PDL Printer Kit-H2		3,500	3,800	4,300	4,800	
	Universal Send Kit-E1		2,100	2,300	2,600	2,900	

Co-Terminous Additions

Model	Accessories	Months	1/6 Copies to add	7 to 12	13/18	19/24
Color imageRUNNER C2550			8,300	9,100	10,000	11,300
	Duplexing Automatic Document Feeder-L1		2,200	2,400	2,600	2,900
	Cassette Feeding Unit-Y3		2,100	2,300	2,500	2,800
	Finisher-Z1		2,200	2,400	2,700	3,000
	PCL Printer Kit-Q3		1,500	1,600	1,800	2,000
	PS Printer Kit-Q3		1,600	1,700	1,900	2,100
	Super G3 Fax Board-W2		1,600	1,800	2,000	2,200
imageRUNNER ADVANCE C5030 imageRUNNER ADVANCE C5035 imageRUNNER ADVANCE C5045 imageRUNNER ADVANCE C5051			12,800	13,900	15,400	17,400
			14,100	15,400	17,000	19,200
			17,500	19,100	21,100	23,900
			19,000	20,800	23,000	26,000
	Cassette Feeding Unit-AD1		2,100	2,300	2,500	2,800
	Inner Finisher-A1		2,300	2,500	2,800	3,200
	PCL Printer Kit-AE1		1,600	1,800	2,000	2,200
	PS Printer Kit-AE1		2,200	2,400	2,600	2,900
	512MB Option Memory (for imagePASS-B1)		700	700	800	900
	Puncher Unit-R1		1,500	1,600	1,800	2,000
Puncher Unit-AT1		1,000	1,100	1,300	1,400	
eCopy ShareScan Essentials for a single device w/1 eCopy Paperworks - 5 yr M&S eCopy ShareScan Suite for a single device w/10 Pack Paperworks - 5 eCopy ScanStation Suite w/10 eCopy Paperworks, all eCopy Connectors - 5 yr M&S			9,500	10,400	11,500	13,000
			12,100	13,200	14,600	16,500
			13,100	14,300	15,900	17,900

**ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Section	Description	Pages
Instructions	Instructions for Completion of EDS	EDS i - ii
1	MBE/WBE Utilization Plan	EDS 1,2
2	Letter of Intent	EDS 3, 4
3	Petition for Reduction/Waiver of MBE/WBE Participation Goals	EDS 5, 6
4	Certifications	EDS 7, 8
5	Economic and Other Disclosures, Affidavit of Child Support Obligations and Disclosure of Ownership Interest	EDS 9 - 13
6	Sole Proprietor Signature Page	EDS 14a/b/c
7	Partnership Signature Page	EDS 15/a/b/c
8	Corporation Signature Page	EDS 16a/b/c
9	Cook County Signature Page	EDS 17

INSTRUCTIONS FOR COMPLETION OF ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every party responding to a Request for Proposals or Request for Qualifications ("Proposer"), and others as required by the Purchasing Agent. If the Undersigned is awarded a contract pursuant to the procurement process for which this EDS was submitted (the "Contract"), this Economic Disclosure Statement and Execution Document shall stand as the Undersigned's execution of the Contract.

Definitions. Capitalized terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, or other documents, as applicable.

"Affiliated Entity" means a person or entity that, directly or indirectly: controls the Bidder, is controlled by the Bidder, or is, with the Bidder, under common control of another person or entity. Indicia of control include, without limitation, interlocking management or ownership; identity of interests among family members; shared facilities and equipment; common use of employees; and organization of a business entity following the ineligibility of a business entity to do business with the County under the standards set forth in the Certifications included in this EDS, using substantially the same management, ownership or principals as the ineligible entity.

"Bidder," "Proposer," "Undersigned," or "Applicant," is the person or entity executing this EDS. Upon award and execution of a Contract by the County, the Bidder, Proposer, Undersigned or Applicant, as the case may be, shall become the Contractor or Contracting Party.

"Proposal," for purposes of this EDS, is the Undersigned's complete response to an RFP/RFQ, or if no RFQ/RFP was issued by the County, the "Proposal" is such other proposal, quote or offer submitted by the Undersigned, and in any event a "Proposal" includes this EDS.

"Code" means the Code of Ordinances, Cook County, Illinois available through the Cook County Clerk's Office website (<http://www.cookctyclerk.com/sub/ordinances.asp>). This page can also be accessed by going to www.cookctyclerk.com, clicking on the tab labeled "County Board Proceedings," and then clicking on the link to "Cook County Ordinances."

"Contractor" or "Contracting Party" means the Bidder, Proposer or Applicant with whom the County has entered into a Contract.

"EDS" means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

"Lobby" or "lobbying" means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

"Lobbyist" means any person or entity who lobbies.

"Prohibited Acts" means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Sections 1 through 3: MBE/WBE Documentation. Sections 1 and 2 must be completed in order to satisfy the requirements of the County's MBE/WBE Ordinance, as set forth in the Contract Documents, if applicable. If the Undersigned believes a waiver is appropriate and necessary, Section 3, the Petition for Waiver of MBE/WBE Participation must be completed.

Section 4: Certifications. Section 4 sets forth certifications that are required for contracting parties under the Code. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 5: Economic and Other Disclosures Statement. Section 5 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Undersigned to the warranties, representations, agreements and acknowledgements contained therein.

Sections 6, 7, 8: Execution Forms. The Bidder executes this EDS, and the Contract, by completing and signing three copies of the appropriate Signature Page. Section 6 is the form for a sole proprietor; Section 7 is the form for a partnership or joint venture; and Section 8 is the form for a corporation. Proper execution requires **THREE ORIGINALS**; therefore, the appropriate Signature Page must be filled in, three copies made, and all three copies must be properly signed, notarized and submitted. The forms may be printed and completed by typing or hand writing the information required. The County is in the process of converting these forms into a format that may be downloaded and completed on the user's computer. Once this feature is available, those having the necessary software may follow the instructions set forth below under the heading "Instructions for Completing PDF Forms."

Required Updates. The information provided in this EDS will be kept current. In the event of any change in any information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Undersigned will supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is requested.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances, impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit our web-site at www.cookcountygov.com and go to the Ethics Department link. The Bidder must comply fully with the applicable ordinances.

MBE/WBE UTILIZATION PLAN

Section 1

BIDDER/PROPOSER HEREBY STATES that all MBE/WBE firms included in this Plan are certified MBEs/WBEs by at least one of the entities listed in the General Conditions.

I. BIDDER/PROPOSER MBE/WBE STATUS: (check the appropriate line)

- Bidder/Proposer is a certified MBE or WBE firm. (If so, attach copy of appropriate Letter of Certification.)
- Bidder/Proposer is a Joint Venture and one or more Joint Venture partners are certified MBEs or WBEs, (If so, attach copies of Letter(s) of Certification, a copy of Joint Venture Agreement clearly describing the role of the MBE/WBE firm(s) and its ownership interest in the Joint Venture and a completed Joint Venture Affidavit – available from the Office of Contract Compliance.)
- Bidder/Proposer is not a certified MBE or WBE firm, nor a Joint Venture with MBE/WBE partners, but will utilize MBE and WBE firms either Directly or Indirectly in the performance of the Contract. (If so, complete Sections II and III).

II. Direct Participation of MBE/WBE Firms

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: N/A

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

MBE/WBE Firm: N/A

Address: _____

E-mail: _____

Contact Person: _____ Phone: _____

Dollar Amount Participation: \$ _____

Percent Amount of Participation: _____ %

*Letter of Intent attached? Yes _____ No _____

*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

***Where goals have not been achieved through Direct Participation, Bidder/Proposer shall include documentation outlining efforts to achieve Direct Participation at the time of Bid/Proposal submission.**

II. Indirect Participation of MBE/WBE Firms

NOTE: This section need not be completed if the MBE/WBE goals have been met through Direct Participation. However, Indirect Participation will only be considered after all efforts to achieve Direct Participation have been exhausted. Only after written documentation of Good Faith Efforts is received will Indirect Participation be considered.

MBEs/WBEs will perform as subcontractors/suppliers/consultants include the following:

MBE/WBE Firm: Software House International
Address: 33 Knightsbridge Rd - Piscataway, NJ 08854
E-mail: _____
Contact Person: Analyd Game Phone: 847-356-0230
Dollar Amount Participation: \$ 1,065,351
Percent Amount of Participation: 35 %
*Letter of Intent attached? Yes X No _____
*Letter of Certification attached? Yes X No _____

MBE/WBE Firm: _____
Address: _____
E-mail: _____
Contact Person: _____ Phone: _____
Dollar Amount Participation: \$ _____
Percent Amount of Participation: _____ %
*Letter of Intent attached? Yes _____ No _____
*Letter of Certification attached? Yes _____ No _____

Attach additional sheets as needed.

*All Letters of Intent, Letters of Certification and documentation of Good Faith Efforts omitted from this bid/proposal must be submitted to the Office of Contract Compliance so as to assure receipt by the Contract Compliance Administrator not later than three (3) business days after bid opening or proposal due date.

COOK COUNTY LETTER OF INTENT
(Section 2)

FROM MBE/WBE TO PERFORM AS SUBCONTRACTOR, SUPPLIER AND/OR CONSULTANT

Contract Title & Number: 2010 Photocopier Leasing for Cook County Bureau of Admin / 10-50-1029 P

From: SHI (MBE/WBE Firm)

To: CANN Business Solutions and the County of Cook
(Bidder/Proposer Firm)

The Undersigned is prepared to provide the following services, supplies and project in connection with the above named contract (the "Contract"):

Each service performed and/or item supplied will be detailed under Description of Service/Supply and Project with all services/items totaled under Fee/Cost to equal the full dollar amount of the Letter of Intent. All services performed and/or supplies provided must be directly related to this specific Cook County contract and must not include any services/supplies related to any other government contract.

Description of Service/Supply/Project	Fee/Cost
1. Global Procurement & Outsourcing of computer	\$ 1,065,351 35%
2. Software, hardware, peripherals, & networking	\$ _____ %
3. Products	\$ _____ %
4. Indirect Participation	\$ _____ %
Total: \$ 1,065,351 35%	

THE UNDERSIGNED PARTIES AGREE that this Letter of Intent will become a binding Subcontract Agreement conditioned upon the Bidder/Proposer's receipt of a signed contract from the County of Cook. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/Supply and Fee/Cost were completed.

Upon Penalty of perjury, I Analyd Guma Portee (print name)
the ACCT Executive (title) and duly authorized representative
of the SHI (MBE/WBE firm) affirm

that the foregoing information is true and correct and the services, supplies, and/or project indicated above will be supplies/performed for the above indicated total dollar amount \$ 1,065,351 which represents the above indicated total percentage 35 % for the contract amount \$ 3,043,860

Analyd Portee (Signature of affiant) 7,19,10 (Date)

Subscribed and sworn to before me this 19th day of July 2010

Janet S. Brakel
(Notary's Signature)

State of: Illinois
County of: LAKE



COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, Timothy G. Robinson (print name),
the Vice President, Business Operations (title) and duly authorized
representative of Canon Business Solutions, Inc. (Bidder Proposer firm),



affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ _____, which represents the

above indicated total percentage _____ % for the contract amount \$ _____.

Jimmy Potes
(Signature of affiant)

7 / 1 / 10
(Date)

Subscribed and sworn to before me this 1st day of July, 2010.

Brenda R. Potts
(Notary's Signature)

(Notary Seal)

Commission expires November 12, 2014

COOK COUNTY LETTER OF INTENT
FROM BIDDER OR PROPOSER TO COOK COUNTY

Upon penalty of perjury, David B. Zilligen (print name),
the Manager, Procurement & Inventory Control (title) and duly authorized
representative of Canon Business Solutions, Inc (Bidder Proposer firm),

affirm that the foregoing information is true and correct and the services, supplies, and/or project indicated above will
be supplied/performed for the above indicated total dollar amount \$ 1,065,351, which represents the
above indicated total percentage 35 % for the contract amount \$ 3,043,860

[Signature]
(Signature of affiant)

7, 2010
(Date)

Subscribed and sworn to before me this 20 day of July, 2010.

[Signature]
(Notary's Signature)

(Notary Seal)
OFFICIAL SEAL
GLEN R. MORGAN
Notary Public - State of Illinois
My Commission Expires May 04, 2012



CHICAGO MINORITY SUPPLIER DEVELOPMENT COUNCIL

THIS CERTIFIES THAT

SHI INTERNATIONAL CORP., INC.

Has met the requirements for certification as a bona fide Minority Business Enterprise as defined by the National Minority Supplier Development Council, Inc. (NMSDC) and as adopted by the Chicago Minority Supplier Development Council.

****NAICS Codes: 423430, 511210**

****Description of their product/services as defined by the North American Industry Classification System (NAICS)**

3/31/2010

Issued Date

3/31/2011

Expiration Date

CH1507

Certificate Number

Shelvi C. Reed
President, CMSDC

By using your assigned (through NMSDC only) password, NMSDC Corporate Members may view the original certificate by logging in at: <http://www.nmsdc.org>



An affiliate of the National Minority Supplier Development Council, Inc. (NMSDC)

**PETITION FOR WAIVER OF MBE/WBE PARTICIPATION
(SECTION 3)**

A. BIDDER/PROPOSER HEREBY REQUESTS:

FULL MBE WAIVER

FULL WBE WAIVER

REDUCTION (PARTIAL MBE and/or WBE PARTICIPATION)

_____ % of Reduction for MBE Participation

_____ % of Reduction for WBE Participation

B. REASON FOR FULL/REDUCTION WAIVER REQUEST

Bidder/Proposer shall check each item applicable to its reason for a waiver request. Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.

1) lack of sufficient qualified MBEs and/or WBEs capable of providing the goods or services required by the contract (please explain)

2) the specifications and necessary requirements for performing the Contract make it impossible or economically infeasible to divide the Contract to enable the contractor to utilize MBEs and/or WBEs in accordance with the applicable participation (please explain)

3) price(s) quoted by potential MBEs and/or WBEs are above competitive levels and increase cost of doing business and would make acceptance of such MBE and/or WBE bid economically impracticable, taking into consideration the percentage of total contract price represented by such MBE and/or WBE bid (please explain)

4) there are other relevant factors making it impossible or economically infeasible to utilize MBE and/or WBE firms (please explain)

C. GOOD FAITH EFFORTS TO OBTAIN MBE/WBE PARTICIPATION

Bidder/Proposer shall check each item applicable to its reason for a waiver request. **Additionally, supporting documentation shall be submitted with this request. If such supporting documentation cannot be submitted with bid/proposal/quotation, such documentation shall be submitted directly to the Office of Contract Compliance no later than three (3) days from the date of submission date.**

- 1) Made timely written solicitation to identified MBEs and WBEs for utilization of goods and/or services; and provided MBEs and WBEs with a timely opportunity to review and obtain relevant specifications, terms and conditions of the proposal to enable MBEs and WBEs to prepare an informed response to solicitation (please attach)
- 2) Followed up initial solicitation of MBEs and WBEs to determine if firms are interested in doing business (please attach)
- 3) Advertised in a timely manner in one or more daily newspapers and/or trade publication for MBEs and WBEs for supply of goods and services (please attach)
- 4) Use the services and assistance of the Office of Contract Compliance Staff (please explain)
- 5) Engaged MBEs & WBEs for indirect participation (please explain)

D. OTHER RELEVANT INFORMATION

Attach any other documentation relative to Good Faith Efforts in complying with MBE/WBE participation.

**CERTIFICATIONS
(SECTION 4)**

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in sub-paragraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20 % or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Undersigned has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Undersigned would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE UNDERSIGNED HEREBY CERTIFIES THAT: *In accordance with 720 ILCS 5/33 E-11, neither the Undersigned nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.*

C. DRUG FREE WORKPLACE ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned will provide a drug free workplace, as required by Public Act 86-1459 (30 ILCS 580/2-11).

D. DELINQUENCY IN PAYMENT OF TAXES

THE UNDERSIGNED HEREBY CERTIFIES THAT: The Undersigned is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-129.

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq).

F. ILLINOIS HUMAN RIGHTS ACT

THE UNDERSIGNED HEREBY CERTIFIES THAT: It is in compliance with the the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.

G. MACBRIDE PRINCIPLES, CODE CHAPTER 34, SECTION 34-132

If the primary contractor currently conducts business operations in Northern Ireland, or will conduct business during the projected duration of a County contract, the primary contractor shall make all reasonable and good faith efforts to conduct any such business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390.

H. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-127;

The Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is determined from time to time by, and is available from, the Chief Financial Officer of the County.

For purposes of this EDS Section 4, H, "Contract" means any written agreement whereby the County is committed to or does expend funds in connection with the agreement or subcontract thereof. The term "Contract" as used in this EDS, Section 4, I, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United State Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) President's Office of Employment Training;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

4. REAL ESTATE OWNERSHIP DISCLOSURES.

The Undersigned must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Undersigned in Cook County:

PERMANENT INDEX NUMBER(S): _____

(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Undersigned owns no real estate in Cook County.

5. EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.

If the Undersigned is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Undersigned must explain below:

None

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Undersigned certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. An individual or Legal Entity that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the Applicant or Stock/Beneficial Interest Holder

This Statement is an: Original Statement or Amended Statement

Identifying Information:

Name Canon Business Solutions, Inc. - D/B/A: Canon Business Solutions, Inc. EIN NO.: 13 267 7004

Street Address: 300 Commerce Square Blvd.

City: Burlington State: New Jersey Zip Code: 08016

Phone No.: 609 - 387 - 8700

Form of Legal Entity:

Sole Proprietor Partnership Corporation Trustee of Land Trust

Business Trust Estate Association Joint Venture

Other (describe) _____

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each individual and each Entity having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
Canon U.S.A., Inc.	One Canon Plaza, Lake Success, NY 11042	100%

2. If the interest of any individual or any Entity listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
NONE		

3. Is the Applicant constructively controlled by another person or Legal Entity? Yes No
 If yes, state the name, address and percentage of beneficial interest of such person or legal entity, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
Canon U.S.A., Inc.	One Canon Plaza Lake Success, NY 11042	100%	Parent Company

Declaration (check the applicable box):

- I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

Timothy G. Robinson
 Name of Authorized Applicant/Holder Representative (please print or type)
 Signature *Timothy G. Robinson*
 E-mail address _____

Vice President, Business Operations
 Title _____
 Date 7/1/10
 609-387-8700
 Phone Number _____



Subscribed to and sworn before me this 1st day of July, 2010.

My commission expires: November 12, 2014

X *Brenda R. Steiner*
 Notary Public Signature

 Notary Seal

04.09

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Canon Business Solutions, Inc.

BUSINESS ADDRESS: One Canon Plaza Lake Success, New York 11042

BUSINESS TELEPHONE: 516-328-5000 FAX NUMBER: _____

CONTACT PERSON: Ron Griffin (847) 706-3124

FEIN: 13 267 7004 *IL CORPORATE FILE NUMBER: F6577-856-4
Village of Schaumburg: 7780

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Tod Pike VICE PRESIDENT: Dennis Uhniat

SECRETARY: Seymour Leibman TREASURER: KUNIHICO TEO

**SIGNATURE OF PRESIDENT: [Signature]

ATTEST: [Signature] (CORPORATE SECRETARY)

Subscribed and sworn to before me this
[Signature] day of July, 2010

X [Signature]
Notary Public Signature

RUTH WEINSTEIN
Notary Public, State of New York
No. 01WE4734936
Qualified in Nassau County
Certificates filed: New York and Suffolk Counties
My commission expires January 31, 2014

Notary Seal



* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Canon Business Solutions, Inc.

BUSINESS ADDRESS: One Canon Plaza Lake Success, New York 11042

BUSINESS TELEPHONE: 516-328-5000 FAX NUMBER: _____

CONTACT PERSON: Ron Griffin (846) 706-3124

FEIN: 13 267 7004 *IL CORPORATE FILE NUMBER: F6577-856-4
Village of Schaumburg: 7780

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Tod Pike VICE PRESIDENT: Dennis Uhniat

SECRETARY: Seymour Leibman TREASURER: KUNHIKO TEOO

**SIGNATURE OF PRESIDENT: *Tod Pike*

ATTEST: *Seymour Leibman* (CORPORATE SECRETARY)



Subscribed and sworn to before me this
9th day of July, 2010

X *Ruth Weinstein*
Notary Public Signature

RUTH WEINSTEIN
Notary Public, State of New York
No. 01WE4734936
Qualified in Nassau County
My commission expires ~~Certificates filed: New York and Suffolk Counties~~
Commission Expires January 31, 2014

Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

SIGNATURE BY A CORPORATION
(SECTION 8)

The Undersigned hereby certifies and warrants: that all of the statements, certifications, and representations set forth in this EDS are true, complete and correct; that the Undersigned is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Undersigned with all the policies and requirements set forth in this EDS; and that all of the facts and information provided by the Undersigned in this EDS are true, complete and correct. The Undersigned agrees to inform the Purchasing Agent in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

BUSINESS NAME: Canon Business Solutions, Inc.

BUSINESS ADDRESS: One Canon Plaza Lake Success, New York 11042

BUSINESS TELEPHONE: 516-328-5000 FAX NUMBER: _____

CONTACT PERSON: Ron Griffin (846) 706-3124

FEIN: 13 267 7004 *IL CORPORATE FILE NUMBER: F6577-856-4
Village of Schaumburg: 7780

LIST THE FOLLOWING CORPORATE OFFICERS:

PRESIDENT: Tod Pike VICE PRESIDENT: Dennis Uhnat

SECRETARY: Seymour Leibman TREASURER: KUNHIKO TADA

**SIGNATURE OF PRESIDENT: Tod Pike

ATTEST: Seymour Leibman (CORPORATE SECRETARY)



Subscribed and sworn to before me this
14th day of July, 2010

X [Signature]
Notary Public Signature

RUTH WEINSTEIN
Notary Public, State of New York
No. 01WE4734936
My commission expires: Qualified in Nassau County
Certificates filed: New York and Suffolk Counties
Commission Expires January 31, 2011
Notary Seal

* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

** In the event that this Signature Page is signed by any persons than the President and Secretary, attach either a certified copy of the corporate by-laws, resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

COOK COUNTY SIGNATURE PAGE
(SECTION 9)

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:

Todd A. Shroy

PRESIDENT, COOK COUNTY BOARD OF COMMISSIONERS

Carmen K. Trinke-Cobrin

COOK COUNTY PURCHASING AGENT

Constantine M. Kravitz

COOK COUNTY COMPTROLLER

DATED AT CHICAGO, ILLINOIS THIS 1st DAY OF June, 2010

IN THE CASE OF A ~~NO~~ PROPOSAL, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING ~~NO~~ PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

10-41-78

OR

ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 3,043,860.00
(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:

Samuel B. Brennan
ASSISTANT STATE'S ATTORNEY

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

SEP 01 2010

COM _____