



EQUIPMENT		
Equipment MFG Model & Description	Serial Number	Accessories
(2) Samsung X7600GX		(2) High Capacity Feeder, (2) Booklet Finisher (2) Punch Kit, (2) Fax
(7) Samsung X7500GX		(7) High Capacity Feeder, (6) Inner Finisher, (6) Punch Kit, (5) Fax
<input type="checkbox"/> See attached schedule for additional Equipment/Accessories		
Billing Address:	50 Raupp Blvd Buffalo Grove, IL 60089	
Equipment Location:	50 Raupp Blvd Buffalo Grove, IL 60089	
SUPPLIER	TRANSACTION TERMS	
Imageotec L.P. 4509 Prime Parkway McHenry, IL 60050  Phone: 815 759-6000 Fax: 815 759-6005	Purchase Option: Fair Market Value	
	Lease Payment: \$ 4,501.50 (plus applicable taxes)	
	Term: 48 (months) Billing Period: Quarterly	
	The following additional payments are due on the the date this Lease is signed by you:	
Advanced Payment: N/A (plus applicable taxes) Applied to: <input type="checkbox"/> First <input type="checkbox"/> Last		Document Fee: \$75.00 (included on first invoice)

YOU HAVE SELECTED THE EQUIPMENT. THE SUPPLIER AND ITS REPRESENTATIVES ARE NOT AGENTS OF ANY ASSIGNEE OF LESSOR AND ARE NOT AUTHORIZED TO MODIFY THE TERMS OF THIS LEASE. YOU ARE AWARE OF THE NAME OF THE MANUFACTURER OF EACH ITEM OF EQUIPMENT AND YOU WILL CONTACT EACH MANUFACTURER FOR A DESCRIPTION OF YOUR WARRANTY RIGHTS. WE MAKE NO WARRANTIES TO YOU, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY OR OTHERWISE. WE PROVIDE THE EQUIPMENT TO YOU AS-IS. YOU AGREE TO USE THE EQUIPMENT ONLY IN THE LAWFUL CONDUCT OF YOUR BUSINESS, AND NOT FOR PERSONAL, HOUSEHOLD OR FAMILY PURPOSES. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. WE MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEGAL, TAX OR ACCOUNTING TREATMENT OF THIS LEASE AND YOU ACKNOWLEDGE THAT WE ARE AN INDEPENDENT CONTRACTOR AND NOT A FIDUCIARY OF LESSEE. YOU WILL OBTAIN YOUR OWN LEGAL, TAX AND ACCOUNTING ADVICE RELATED TO THIS LEASE AND WILL MAKE YOUR OWN DETERMINATION OF THE PROPER LEASE TERM FOR ACCOUNTING PURPOSES.

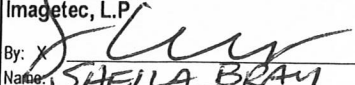
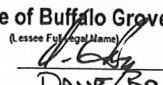
YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER. BOTH PARTIES AGREE TO WAIVE ALL RIGHTS TO A JURY TRIAL. THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ILLINOIS OR THE STATE OF LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, AS ELECTED BY LESSOR OR ITS ASSIGNEE, AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF LESSOR OR ITS ASSIGNEE SHALL BRING ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LEASE, YOU HEREBY IRREVOCABLY AGREE THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF ILLINOIS OR THE STATE OF THE LESSOR OR ITS ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS, OR IN ANY OTHER COURT OR COURTS HAVING JURISDICTION OVER YOU OR YOUR ASSETS, ALL AT THE SOLE ELECTION OF THE LESSOR OR ITS ASSIGNEE. YOU HEREBY IRREVOCABLY SUBMIT GENERALLY AND UNCONDITIONALLY TO THE JURISDICTION OF ANY SUCH COURT SO ELECTED BY THE LESSOR OR ITS ASSIGNEE IN RELATION TO SUCH MATTERS.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS TO YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE IDENTIFYING DOCUMENTS.

BY SIGNING THIS LEASE, YOU ACKNOWLEDGE RECEIPT OF PAGES 1 AND 2 OF THIS LEASE, AND AGREE TO THE TERMS OF PAGES 1 AND 2. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**TERMS AND CONDITIONS**

- 1. COMMENCEMENT OF LEASE.** Commencement of this Lease and acceptance of the Equipment shall occur upon delivery of the Equipment to you ("Commencement Date"). To the extent that the Equipment includes intangible property or associated services such as periodic software licenses and prepaid database subscription rights, such intangible property shall be referred to as "Software". You understand and agree that we have no right, title or interest in the Software and you will comply throughout the Term of this Lease with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Commencement Date of this Lease. You agree to inspect the Equipment upon delivery and verify by telephone or in writing such information as we may require. If you signed a purchase order or similar agreement for the purchase of the Equipment, by signing this Lease you assign to us all of your rights, but none of your obligations under it. All attachments, accessories, replacements, replacement parts, substitutions, additions and repairs to the Equipment shall form part of the Equipment under this lease.
- 2. LEASE PAYMENTS.** You agree to remit to us the Lease Payment and all other sums when due and payable each Billing Period at the address we provide to you from time to time. You agree that you will remit payments to us in the form of company checks (or personal checks in the case sole proprietorships), direct debit or wires only. You also agree cash and cash equivalents are not acceptable forms of payment for this Lease and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us. Lease Payments will include any freight, delivery, installation and other expenses we finance on your behalf at your request. Lease Payments are due whether or not you receive an invoice. You authorize us to adjust the Lease Payment by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable sales taxes or the cost of the Equipment by the manufacturer and/or Supplier. You agree to pay us an interim payment from and including the Commencement Date through, but not including, the payment due date of the month next following the Commencement Date (the "Interim Rent Period") at a rate equal to 1/30th of the Lease Payment set forth herein for each calendar day during the Interim Rent Period.
- 3. LEASE CHARGES.** You agree to: (a) pay all costs and expenses associated with the use, maintenance, servicing, repair or replacement of the Equipment; (b) pay all fees, assessments, taxes and charges governmentally imposed upon Lessor's purchase, ownership, possession, leasing, renting, operation, control or use of the Equipment and pay all premiums and other costs of insuring the Equipment; (c) reimburse us for all costs and expenses incurred in enforcing this Lease; and (d) pay all other costs and expenses for which you are obligated under this Lease (a) through (d) collectively referred to as "Lease Charges". You agree, at our discretion, to either: (1) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession, or use of the Equipment when billed by the jurisdictions; or (2) remit to us each Billing Period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the Billing Period sums includes a separately stated estimated or personal property and other similar taxes, you acknowledge and agree that such amount represents our

LESSOR ("We", "Us")	LESSEE ("You")
Imageotec, L.P. By:  Name: SHEILA BRAN Title: SR ADMIN SALES MGR Date: 10/16/17	Village of Buffalo Grove <small>(Lessee Full Legal Name)</small> By:  Name: DAN BRAGG Title: Village Manager Date: 9-27-2017 Federal Tax ID: 36-2625051

estimate of such taxes that will be payable with respect to the Equipment during the term. As compensation for our internal and external costs in the administration of taxes related to each unit of Equipment, you agree to pay us a "Tax Administrative Fee" equal to \$12 per unit of Equipment per year during the Term, not to exceed the maximum permitted by applicable law. The Tax Administration Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year of the Term to reflect our increase cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we deem appropriate. We may take on your behalf any action required under this Lease which you fail to take, and upon receipt of our invoice you will promptly pay our costs (including insurance premiums and other payments to affiliates), plus reasonable processing fees. Restrictive endorsements on checks you send to us will not reduce your obligations to us. We may charge you a return check or non-sufficient funds charge of \$25 for any check which is returned by the bank for any reason (not to exceed the maximum amount permitted by law).

4. **LATE CHARGES.** For any payment which is not received within three (3) days of its due date, you agree to pay a late charge not to exceed the higher of 10% of the amount due or \$35 (not to exceed the maximum amount permitted by law) as reasonable collection costs.

5. **OWNERSHIP, USE, MAINTENANCE AND REPAIR.** We own the Equipment and you have the right to use the Equipment under the terms of the Lease. If this Lease is deemed to be a secured transaction, you grant us first priority security interest in the Equipment to secure all of your obligations under this Lease. We hereby assign to you all our rights under any manufacturer and/or supplier warranties, so long as you are not in default hereunder. You must keep the Equipment free of liens. You may not remove the Equipment from the address indicated on page 1 of this Lease without first obtaining our approval. You agree to: (a) keep the Equipment in your exclusive control and possession; (b) use the Equipment in conformity with all insurance requirements, manufacturer's instructions and manuals; (c) keep the Equipment repaired and maintained in good working order and as required by the manufacturer's warranty, certification and standard full service maintenance contract; (d) give us reasonable access to inspect the Equipment and its maintenance and other records.

6. **INDEMNITY.** You are responsible for all losses, damages, claims, infringement claims, injuries and attorneys' fees and costs, including, without limitation, those incurred in connection with responding to subpoenas, third party or otherwise ("Claims"), incurred or asserted by any person, in any manner relating to the Equipment, including its use, condition or possession. You agree to defend and indemnify us against all Claims, although we reserve the right to control the defense and to select or approve defense counsel. This indemnity continues beyond the termination of this Lease for acts or omissions which occurred during the Term of this Lease. You also agree that this Lease has been entered into on the assumption that we are the owner of the Equipment for U.S. federal income tax purposes and will be entitled to certain U.S. federal income tax benefits available to the owner of the Equipment. You agree to indemnify us for the loss of any U.S. federal income tax benefits resulting from the failure of any assumptions in this Lease to be correct or caused by your acts or omissions inconsistent with such assumption or this Lease. In the event of any such loss, we may increase the Lease Payments and other amounts due to offset any such adverse effect.

7. **LOSS OR DAMAGE.** If any item of Equipment is lost, stolen or damaged you will, at your option and cost, either: (a) repair the item or replace the item with a comparable item reasonably acceptable to us; or (b) pay us the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges for the effected item(s) of Equipment, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the effected item(s) of Equipment. We will then transfer to you all our right, title and interest in the effected item(s) of Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE. Insurance proceeds shall be applied toward repair, replacement or payment hereunder, as applicable. In this Lease, "Fair Market Value" of the Equipment means its fair market value at the end of the Term, assuming good order and condition (except for ordinary wear and tear from normal use), as estimated by us. No such loss or damage shall relieve you of your payment obligations under this Lease.

8. **INSURANCE.** You agree, at your cost, to: (a) keep the Equipment insured against all risks of physical loss or damage for its full replacement value, naming us as loss payee; and (b) maintain public liability insurance, covering personal injury and Equipment damage for not less than \$300,000 per occurrence, naming us as additional insured. The policy must be issued by an insurance carrier acceptable to us, must provide us with not less than 15 days' prior written notice of cancellation, non-renewal or amendment, and must provide deductible amounts acceptable to us. If you do not provide acceptable insurance, we have the right but no obligation to obtain insurance covering our interest (and only our interest) in the Equipment for the Lease Term and any renewals. Any insurance we obtain will not insure you against third party or liability claims and may not be cancelled at any time. In the event that we elect to obtain such insurance, you will be required to pay us an additional amount each Billing Period for the cost of such insurance and an administrative fee, the cost of which insurance and administrative fee may be more than the cost to obtain your own insurance and on which we may make a profit.

9. **DEFAULT.** You will be in default under this Lease if: (a) you fail to remit to us any payment within ten (10) days of the due date or breach any other obligation under this Lease; (b) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law; (c) any representation made by you is false or misleading in any material respect; (d) you become insolvent, are liquidated or dissolved, merge, transfer a material portion of your ownership interest or assets, stop doing business, or assign rights or property for the benefit of creditors; or (e) you default under any other agreement with us or our assignees.

10. **REMEDIES.** If you default, we may do one or more of the following: (a) recover from you, AS LIQUIDATED DAMAGES FOR LOSS OF BARGAIN AND NOT AS A PENALTY, the sum of: (i) all past due and current Lease Payments and Lease Charges; (ii) the present value of all remaining Lease Payments and Lease Charges, discounted at the rate of 6% per annum (or the lowest rate permitted by law, whichever is higher); and (iii) the Fair Market Value of the Equipment; (b) declare any other agreements between us in default; (c) require you to return all of the Equipment in the manner outlined in Section 11, or take possession of the Equipment, in which case we shall not be held responsible for any losses directly or indirectly arising out of, or by reason of the presence and/or use of any and all proprietary information residing on or within the Equipment, and to lease or sell the Equipment or any portion thereof, and to apply the proceeds, less reasonable selling and administrative expenses, to the amounts due hereunder; (d) charge you interest on all amounts due us from the due date until paid at the rate of 1-1/2% per month, but in no event more than the lawful maximum rate; and (e) charge you for expenses incurred in connection with the enforcement of our remedies including, without limitation, repossession, repair and collection costs, attorneys' fees and court costs. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

11. **END OF TERM OPTIONS; RETURN OF EQUIPMENT.** If you are not in default, at least 60 days (but not more than 120 days) prior to the end of the Term (or the Renewal Term) you shall give us written notice of your intention at the end of the Term (or the Renewal Term) which election cannot be revoked, to either: (a) return all, but not less than all, of the Equipment; or (b) purchase all, but not less than all, of the Equipment AS-IS AND WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION, TITLE OR VALUE, for the Fair Market Value, plus applicable sales and other taxes. If YOU DO NOT PROVIDE US WITH SUCH WRITTEN NOTICE AND EITHER RETURN ALL OF THE EQUIPMENT OR PURCHASE ALL OF THE EQUIPMENT AT THE END OF TERM, THEN THIS LEASE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS AND ALL OF THE PROVISIONS OF THIS LEASE SHALL CONTINUE TO APPLY, including, without limitation, your obligations to remit Lease Payments, Lease Charges and other charges, until all the Equipment is either returned to us (either because we demand return of the Equipment or you decide to return the Equipment) or purchased by you for the applicable Fair Market Value, plus applicable sales and other taxes, in accordance with the terms hereof. If you are in default, or you do not purchase the Equipment at the end of the Term (or Renewal Term), you shall: (1) return all the Equipment, freight and insurance prepaid at your cost and risk, to wherever we indicate in the continental United States, with all manuals and logs, in good working condition (except for ordinary wear and tear from normal use), packed per the shipping company's specifications; and (2) securely remove all data from any and all disk drives or magnetic media prior to returning the Equipment (and you are solely responsible for selecting an appropriate removal standard that meets your business needs and complies with acceptable laws). You will pay us for any loss in value resulting from the failure to maintain the Equipment in accordance with this Lease or for damages incurred in shipping and handling.

12. **ASSIGNMENT.** You may not assign or dispose of any rights or obligations under this Lease or sublease the Equipment without our prior written consent. We may, without notifying you: (a) assign all or any portion of this Lease or our interest in the Equipment; and (b) release information we have about you and this Lease to the manufacturer, Supplier or any prospective investor, participant or purchaser of this Lease. If we do make an assignment under subsection 12(a) above, our assignee will have all of our rights under this Lease, but none of our obligations. You agree not to assert against our assignee claims, offsets or defenses you may have against us.

13. **MISCELLANEOUS.** Notices must be in writing and will be deemed given five (5) days after mailing to your (or our) business address. You represent that: (a) you have authority to enter into this Lease and by so doing you will not violate any law or agreement; and (b) this Lease is signed by your authorized officer or agent. This Lease is the entire agreement between us, and cannot be modified except by another document signed by us. This Lease is binding on you and your successors and assigns. All financial information you have provided is true and a reasonable representation of your financial condition. You authorize us, our agent or our assignee to: (a) obtain credit reports and make credit inquiries; (b) furnish your information, including credit application, payment history, and account information, to credit reporting agencies and our assignees, potential purchasers or investors, and parties having an economic interest in this Lease or the Equipment, including, without limitation, the seller, Supplier or any manufacturer of the Equipment; and (c) you irrevocably grant us the power to prepare, sign on your behalf (if applicable), and file, electronically or otherwise, Uniform Commercial Code ("UCC") financing statements and any amendments thereto or continuation thereof relating to the Equipment, and containing any other information required by the applicable UCC. Any claim you have against us must be made within two (2) years after the event which caused it. If a court finds any provision of this Lease to be unenforceable, all other terms shall remain in effect and enforceable. You authorize us to insert or correct missing information on this Lease, including your proper legal name, serial numbers and any other information describing the Equipment. If you so request, and we permit the early termination of this Lease, you agree to pay a fee for such privilege.

THE PARTIES INTEND THIS TO BE A "FINANCE LEASE" UNDER ARTICLE 2A OF THE UCC. YOU WAIVE ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC. YOU FURTHER HEREBY ACKNOWLEDGE AND AGREE THAT WE AND/OR THE SUPPLIER MAY MAKE A PROFIT ON ANY AND ALL FEES REFERENCED HEREIN AND, IN SO DOING WAIVE ANY AND ALL CLAIM WHICH YOU MAY HAVE FOR UNJUST ENRICHMENT. We may receive compensation from the manufacturer and/or Supplier of the Equipment in order to enable us to reduce the cost of this Lease below what we otherwise would charge. If we received such compensation, the reduction in the cost of this Lease is reflected in the Lease Payment.

14. **ELECTRONIC TRANSMISSION OF DOCUMENTATION.** This Lease may be executed in counterparts. The executed counterpart which has our original signature and/or is in our possession shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation: (i) any hearing, trial or proceeding with respect to this Lease; and (ii) any determination as to which version of this Lease constitutes the single true original item of chattel paper under the UCC. If you sign and transmit this Lease to us by facsimile or other electronic transmission, the transmitted copy shall be binding upon the parties. You agree that the facsimile or other similar electronic transmission of this Lease manually signed by us, when attached to the facsimile or other electronic copy signed by you, shall constitute the original agreement for all purposes. The parties further agree that, for purposes of executing this Lease, and subject to our prior approval and at our sole discretion: (a) a document signed and transmitted by facsimile or other electronic transmission shall be treated as an original document; (b) the signature of any party on such document shall be considered as an original signature; (c) the document transmitted shall have the same effect as a counterpart thereof containing original signature; and (d) at our request, you, who executed this Lease and transmitted its signature by facsimile or other electronic transmission shall provide the counterpart of this Lease containing your original manual signature to us. No party may raise as a defense to the enforcement of this Lease that a facsimile or other electronic transmission was used to transmit any signature of a party to this Lease.

## ADDENDUM TO TOTAL EQUIPMENT LEASE AGREEMENT

This Addendum to the Equipment Lease Agreement ("Addendum") is attached to and made part of that certain Equipment Lease Agreement ("the Agreement") between Imagetec L.P. ("Lessor") and Village of Buffalo Grove ("Lessee") dated 9-27-2017. The words "you" and "your" refer to the Lessee and the words "we", "us" and "our" refer to the Lessor. Unless otherwise defined herein, capitalized terms shall have the definition set forth in the Agreement.

The parties agree to the following changes to the Terms & Conditions of the Lease:

**Front of Lease Document, Paragraph 2:**

Modify sentence two and three to read, "THIS LEASE SHALL BE DEEMED FULLY EXECUTED AND PERFORMED IN ILLINOIS, AND SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH SUCH LAWS. IF LESSOR OR ITS ASSIGNEE SHALL BRING ANY JUDICIAL PROCEEDING IN RELATION TO ANY MATTER ARISING UNDER THIS LEASE, YOU HEREBY IRREVOCABLY AGREE THAT ANY SUCH MATTER MAY BE ADJUDGED OR DETERMINED IN ANY COURT OR COURTS IN THE STATE OF ILLINOIS."

Delete sentence four in its entirety.

**Section 2 Lease Payments:**

Add to the end of this section, "Notwithstanding the foregoing, payments shall be made pursuant to the Illinois Local Government Prompt Payment Act at 50 ILCS 505 et seq."

**Section 3 Lease Charges:**

Delete sentence four in its entirety.

**Section 4 Late Charges:**

Delete this section in its entirety.

**Section 10 Remedies:**

Within sentence one, subsection (a) modify, "ten (10)" to "thirty (30)".

**Section 12 Assignment:**

Within sentence three delete, "but none of our obligations" and replace with "we will keep and perform our obligations."

In the event of a conflict between the terms and conditions of this Addendum and those of the Lease, the terms and conditions herein shall govern. All other provisions of the Lease not otherwise modified herein shall remain in full force and effect.

Except as expressly provided herein, no other term, condition, provision, covenant or agreement of the Lease is changed, modified, amended or altered, nor are any of Lessor's or its assigns' rights or remedies under the Lease, at law or equity, modified, waived, discharged or forgiven.

Each person executing this Addendum below represents and warrants that he or she has the proper and necessary authority to execute this Addendum and to bind his or her respective entity to its terms. A facsimile copy of this Addendum with facsimile or electronic signatures may be treated as an original and will be admissible as evidence in a court of law.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be duly executed by their authorized representatives as of the date first above written.

Agreed and Accepted:

**Lessee:**

Village of Buffalo Grove

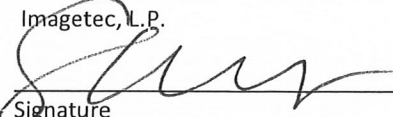
  
\_\_\_\_\_  
Signature

DANE BRAGG  
\_\_\_\_\_  
Print Name

VILLAGE MANAGER  
\_\_\_\_\_  
Title

**Lessor:**

Imagetec, L.P.

  
\_\_\_\_\_  
Signature

SHEILA BRAY  
\_\_\_\_\_  
Print Name

SE ADMIN SALES MGR  
\_\_\_\_\_  
Title

# FISCAL FUNDING ADDENDUM


LESSEE	Full Legal Name	VILLAGE OF BUFFALO GROVE	DBA Name (If Any)	—		
	Billing Address	50 RAUPP BLVD	Phone Number	847-459-2500		
	City	BUFFALO GROVE	County	COOK	State	IL
	Lease Number		Zip Code	60089		
			Lease Date			

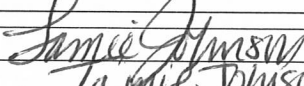
Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective 60 days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X			
		<small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>		
	Print Name	DAVE BROGG		
	Title	VILLAGE MANAGER	Date	9-27-2017
Name of Government Entity	VILLAGE OF BUFFALO GROVE			

ACCEPTED BY LESSOR	Signature X			
	Print Name	JAMIE JOHNSON		
	Title	CFO	Date	10/10/17
	Name of Corporation or Partnership	Tmagetic LP		

050EDOC098





4509 Prime Parkway McHenry, IL 60050  
 Phone: (815) 759-6000 Fax: (815) 759-6005  
 Chicago, IL (312) 580-3500  
 Lincolnshire, IL (847) 478-3020  
 Naperville, IL (630) 717-3750

Order Type: Purchase  
 Lease  
 Re-lease  
 X

Lease Type: X FMV  
 \$1 Purchase  
 Total Image Management  
 PUT

Lease Term: 48

See Attached schedule for additional Equipment/Accessories

**SHIP TO:**

Name: Village of Buffalo Grove  
 Address: 50 Raupp Blvd  
 City: Buffalo Grove  
 State: IL Zip: 60089  
 Phone: 847-459-2525

IT Contact: Jeff  
 Phone:  
 Email:

**BILL TO:**

Name: Village of Buffalo Grove  
 Address: 50 Raupp Blvd  
 City: Buffalo Grove  
 State: IL Zip: 60089  
 Phone: 847-459-2525

A/P Contact: Brett Robinson  
 Phone: 847-459-2525  
 Email: brobinson@vbg.org

Professional IT Services Included?  YES  NO Hours Included: \_\_\_\_\_ Hourly Rate per Additional: \_\_\_\_\_ \$200.00

Quantity	Product No.	Description	Unit Price	Extended
2	X7600GX	Samsung SL-X7600GX	lease	
2	SL-HCF501B	High Capacity Feeder - Bottom (2000 Sheets)		
2	SL-FIN701B	Booklet Finisher (2,000 Sheets)		
2	SL-HPU701T	Punch Kit for High-Volume/Booklet Finisher	Sub-Total	
2	CLX-FAX160	Single Fax Kit	Maintenance	separate
7	X7500GX	Samsung SL-X7500GX	Less Trade-In	
7	SL-HCF501B	High Capacity Feeder - Bottom (2000 Sheets)	Network	Included
6	SL-FIN502L	Inner Finisher (500 Sheets)	Freight	Included
6	SL-HPU501T	Punch Kit for Inner Finisher	Tax (.075)	to be assessed
1	SL-FIN701B	Booklet Finisher (2,000 Sheets)	Total Investment	lease
1	SL-HPU701T	Punch Kit for High-Volume/Booklet Finisher	LEASE Payment (p/qtr)	\$ 4,501.50
5	CLX-FAX160	Single Fax Kit	Security Deposit	

Notes: Includes freight charges associated with the return of existing Canon copiers and future return of Samsung copier equipment. It is the sole responsibility of the Village of Buffalo Grove to provide lease return instructions to Imagetec L.P. for existing Canon copier lease. Upon receipt of return information Imagetec L.P. will facilitate the return as per the return guidelines.

Delivery Instructions: See Attached Addendum for Delivery Locations

Customer Owned (Bill of Sale)  
 Buyout (Leased)  
 Return to Imagetec

**PICK-UP INFORMATION**

Model	Model	Model	Serial	ID Tag #
Canon C2230	Canon C5250	Canon C5240		
Canon C2230	Canon C5250	Canon C5250		
Canon C2230	Canon C5250	Canon C5250		
Canon C5235	Canon C7065	Canon C5250		

**MAINTENANCE AGREEMENT**

Term (mos.)	Covered Equipment:	Includes Supplies (excluding paper and staples)	Beginning Meter(s)	Toner Yield
12	Make	Model	Black	Color
	Samsung	(2) SL-X7600GX	45000	30000
	Samsung	(7) SL-X7500GX	45000	30000

**Maintenance Base/Overage Rates**

Meter Type	Copy Allowance	Base Allowance Charge	Base Billed Period	Excess Charge	Excess Billed Period	Auto Meter Collection Fee	Toners Included during contract
B/W Images				\$ 0.00390	monthly		
Color Images				\$ 0.03900	monthly		
B/W Prints							
Color Prints							

Samsung X7600GX & X7500GX ship with full set of toner; C4062FX & ships with starter (yield B: 4,000/C: 2,500); 775ND ships with starter toner (yield B: 3,500 C: 3,500)

Comments: Contract to bill cost per copy monthly; includes staples

Orders are considered final upon the approval of a Partner of Imagetec L.P. Title of all Equipment and Accessories remains in Imagetec L.P.'s name until payment in full has been received. Terms of payment for each shipment are net 10 days from date of invoice. A late payment fee of 1.5% per month or the maximum rate permitted by law whichever is less, shall be charged on all overdue amounts from the date of the invoice until paid. Customer agrees to pay Imagetec L.P. for all costs and expenses, including attorney fees, incurred by Imagetec L.P. in enforcing its rights hereunder. No returns are permitted without advance written authorization by Imagetec L.P. By signing this Agreement, Customer acknowledges reading, receiving and agreeing to the completed information set forth above, the Terms and Conditions set forth on the reverse side of this document, and all attached Schedules, all of which collectively comprise this Agreement.

Imagetec L.P.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Sales Representative: \_\_\_\_\_

Customer ("Buyer" "You")

By: J. G. [Signature] Date: 9-27-2017

Name: \_\_\_\_\_ Title: Village Manager

**General Terms and Conditions**

1. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, and communications, oral or written, concerning the subject matter of the Agreement. Customer acknowledges and agrees that no promise, representation or warranty of any kind has been made by Imagetec L.P., except as specifically set forth in this Agreement. No amendment or waiver of any provision of this Agreement shall be binding on Imagetec, L.P. unless such amendment or waiver is in writing and signed by the general partner of Imagetec L.P.

2. Delivery to the place of shipment specified herein shall constitute delivery to the Customer. Imagetec L.P. reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Imagetec L.P. shall not be liable for failure or delays in delivery occasioned by causes beyond Imagetec L.P.'s control. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments.

3. It is mutually understood and agreed that the sole warranty on the Equipment and Accessories which are the subject of this Agreement is the warranty of the respective manufacturer(s), and that Imagetec, L.P. makes no warranty, either express or implied, with respect to any of the Equipment or Accessories. IMAGETEC L.P. HEREBY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE. IMAGETEC L.P. SHALL NOT BE RESPONSIBLE FOR DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

4. Imagetec L.P. will provide technical support for thirty (30) calendar days from the date of installation. After this initial 30-day period, all requested technical support will be billed to Customer at Imagetec L.P.'s then-current labor rates, in 15-minute increments for phone support, with a one-hour minimum charge for on-site service calls.

**Terms and Conditions of Equipment Maintenance Agreement (if applicable)**

5. If this Agreement includes an equipment maintenance agreement ("EMA"), the EMA will be governed by the Terms and Conditions set forth in paragraphs 5 through 27 and the applicable provisions on the front side of this document. The EMA covers the labor and material necessary for lubrication, cleaning, adjustment and repair of the Equipment and the replacement of parts necessitated by normal use of the Equipment as listed on the front of this document including the controller, memory, printing systems, drivers, harnesses, wiring, hard drives, CD ROM drives, floppy disk drives, CD read/writers, mouse, monitors, keyboard, network harnesses that are directly attached to and purchased/leased as part of the initially installed basic copier system, except as hereinafter provided and subject to the Exclusions and Additional Exclusions set forth in paragraphs 6 and 7 below. The serviceability of parts will solely be determined by Imagetec L.P. Replaced parts will be disposed of by Imagetec L.P.

6. Exclusions: This EMA will not apply to and does not cover:

- A. Any Equipment lost or damaged for any reason, including accident, abuse, misuse or other-than-normal use, theft, neglect, acts of third parties, fire, water, casualty, or any other force or circumstances
- B. Replacement or repair of any network devices not directly attached to and purchased/leased as part of the initially installed basic copier system, including print controllers (internal or external), memory, printing systems, storage devices, (internal or external), drivers, harnesses, wiring, hard drives, mouse, monitors, keyboards, network harnessing or cards.
- C. Service required after the initial installation, and/or after the Customer installs software, software updates or any changes to the operating systems, or related to network problems, that is not specifically for the adjustment, repair or replacement of items covered in paragraph 5 of this EMA.
- D. Replacement of doors, covers, hinges, operation panels, stands, wheels, casters, work tables, exit trays, document lids, ADF covers, paper cassettes, sheet-by-pass or instruction manuals.
- E. Circuit board failure, unless an Imagetec L.P.-approved surge protection device was installed and continuously in use from and after the initial installation the affected Equipment.
- F. Color calibration from Customer computers for color devices. Excluded items will be repaired, serviced, calibrated or replaced, as applicable, by Imagetec, L.P., at Customer's request at Imagetec L.P.'s then-current labor and material rates.
- 7. Additional Exclusions: Additional excluded services include but are not limited to: (a) optional retrofits; (b) service associated with relocation of equipment; (c) installation of accessories, attachments or devices not included in the original installation; (d) performance of normal operator functions as described in the manufacturer's operator manual; (e) increase in required service time resulting from Customer's neglect, unique application or use beyond manufacturer's specifications of machine capability; (f) computer hardware/software conditions including, but not limited to a software virus resulting in Imagetec L.P. equipment malfunctioning. Services excluded under this paragraph 7 will be charged to Customer in accordance with Imagetec L.P.'s then-current labor and material rates.
- 8. This EMA is only available for equipment having a valid manufacturer's serial number, UL certification and an Imagetec L.P. identification tag.
- 9. Equipment purchased from Imagetec L.P. for which an Imagetec, L.P. EMA expired within the prior twelve-month period is eligible for coverage under this EMA, subject to a chargeable inspection at Imagetec L.P.'s then-current labor and material rates and acceptance of the equipment condition by Imagetec L.P. Equipment purchased from Imagetec L.P. that has not been covered by an Imagetec L.P. EMA in the previous twelve (12) month period is eligible for coverage under this EMA subject to inspection and chargeable refurbishing of the Equipment (if deemed necessary by Imagetec) at Imagetec L.P.'s then-current labor and material rates. In the event any equipment is added to this EMA under this paragraph 9, the Maintenance Base/Coverage Charge shown on the front side of this document will be amended accordingly.
- 10. Imagetec L.P. may terminate this EMA in the event the Equipment is modified, damaged, altered or serviced by personnel other than Imagetec L.P. employees, or if parts, accessories or components not authorized by Imagetec L.P. are fitted to the Equipment.
- 11. Customer agrees to furnish a key contact who will assume all duties covered and described in the manufacturer's operator manual. If training has been purchased, Imagetec L.P. will train the initial key contact at the time of initial installation and thereafter Customer shall ensure that a trained key contact is available. If additional training is required after the installation, Imagetec L.P. is available upon request to train additional key contacts at Imagetec L.P.'s then-current labor rates.

12. Imagetec L.P. shall not be liable for failure or delays in delivery of replacement parts or supplies or delays in service calls occasioned by causes beyond the control of Imagetec L.P. or its suppliers. Service calls under this EMA will be made under normal business hours of 8:00 A.M. to 5:00 P.M. CST Monday through Friday, excluding Imagetec L.P. observed holidays, at the installation address shown on the front side of this document. Travel and labor time for service calls after normal hours, on weekends and on holidays, if and when available, will be charged portal to portal at overtime rates in effect at the time the service call is made. Imagetec L.P. shall have free access to Equipment during the business hours stated above to perform service thereon. Imagetec L.P. reserves the right to cancel this EMA or have Equipment brought to an Imagetec L.P. facility for service when service access is so restrictive as to diminish overall efficiency of Imagetec L.P.'s service staff.

13. In the event Imagetec L.P. is unable to obtain, repair or replacement parts due to the discontinuation of such parts by the manufacturer and is unable to effect repairs to the Equipment, Imagetec L.P. will credit the unused portion of EMA charges to Customer's account. Any such credit must be used toward future charges by Imagetec L.P.

14. Customer is required to submit monthly meter readings to Imagetec L.P. Customer may submit Customer's meter readings through the web at [www.imagetec.com](http://www.imagetec.com) or by fax at (815) 759-6005. For networked devices, Imagetec L.P. will provide software to automatically report meter readings for a fee of \$1.00 per machine per month. If Customer fails to provide meter readings in a timely fashion, Imagetec L.P., at its discretion, will estimate all necessary meter readings. If Customer disputes invoices generated from Imagetec L.P.'s estimated meter reading and rebilling is required, Customer will be assessed an administrative fee of \$10.00 for each invoice affected. Customer authorizes Imagetec L.P. to use remote access for meters and diagnostics throughout the term of this EMA.

15. Customer acknowledges that it is Customer's responsibility to maintain a current backup of Customer's program and data files to restore any loss of data. Under no circumstances shall Imagetec L.P. be held responsible for any loss of data.

16. For EMAs which are supply-inclusive, Imagetec L.P. agrees to provide sufficient toner quantity for Customer's usage according to the manufacturer's published expected usage which is based on 6% coverage black & white and 28% coverage full color. In addition to the charges set forth on the front of this document, Customer shall pay shipping and handling charges for all toner provided by Imagetec L.P. at the rate of .0005 per copy for black and white toner and .002 per copy for color toner. In the event that Customer's actual toner usage exceeds the manufacturer's published expected usage, Imagetec L.P. reserves the right to remedy this variance, at its option, by either adjusting the charges payable under this EMA to cover Customer's excess toner usage or by invoicing Customer for Customer's excess toner usage from time to time.

17. If this EMA includes the copy drum, Imagetec L.P. will determine when drum replacement is necessary due to normal wear and tear. Drums will not be replaced at Customer's request, or for scratches, marks, or other notable defects caused by Customer neglect, abuse, or misuse. If drum replacement is required due to Customer neglect, abuse or misuse, Customer will pay a prorated charge based on the published drum yield and the then current drum retail price, plus labor charges for replacement at Imagetec L.P.'s then-current labor rates. If this EMA does not include the copy drum, the drum will be replaced as requested by Customer at Imagetec L.P.'s then-current labor and material rates.

18. Expenses incurred for supplies damaged or misused by Customer or consumed in the course of service performed on the Equipment by Customer are non-recoverable and replenishment of such supplies shall be at Customer's expense.

19. If Imagetec L.P. determines that any Equipment covered by this EMA is not supplied with a "clean" power source (without spikes, sags, noise, etc.), then Customer must provide, at its expense, all changes and installations needed to correct the problem with the incoming power source. This could include items such as dedicated power lines, U.L. approved power (line) suppressors, line regulators, etc. Imagetec L.P. disclaims all responsibility for costs incurred to repair or replace any Equipment or components, including circuit boards, when damage to such was caused by an insufficient or faulty power source.

20. When in its sole discretion Imagetec L.P. determines that a shop reconditioning is necessary to keep any of the Equipment in working condition, Imagetec L.P. will submit to Customer an estimate of needed repairs and the cost thereof, which will be in addition to charges payable under this EMA. If Customer does not authorize such reconditioning, Imagetec L.P. may discontinue service of such Equipment under this EMA, refunding the unused portion of the maintenance charge, or may refuse to renew this EMA upon the expiration of the then-current term. In any such event, Imagetec L.P. service will be available on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.

21. Customer will pay for all costs associated with any Equipment relocation requested by Customer at Imagetec L.P.'s then-current labor and material rates. These costs will include applicable installation and removal charges and special rigging charges. Imagetec L.P. shall be under no obligation to provide service for any Equipment that is relocated outside its geographical service area, and on request Imagetec L.P. will assist Customer in obtaining service from other qualified service providers outside Imagetec L.P.'s geographical service area.

22. This EMA shall be considered in force upon receipt by Imagetec L.P. of the initial EMA charge (per billing period) set forth on the reverse side hereof and shall continue for the term of this EMA from the EMA effective date shown on the reverse side of this document. The term of this EMA will automatically renew for successive additional one-year terms unless either party gives notice of non-renewal at least 30 days prior to the scheduled expiration of the then-current term. Each renewal term shall be subject to a price adjustment in accordance with Imagetec L.P.'s then-current rates. In addition, Imagetec L.P. may elect to change the base charge and/or number of copies/prints included in the base charge at the time of EMA renewal to more accurately reflect Customer's average copy volume for the billing period specified. In addition, if Imagetec L.P. determines at any time that Customer's copy usage has increased materially, either in application or volume, above the quantities set forth on the reverse side of this document, Imagetec L.P. shall have the right to notify Customer of early termination of this EMA, in which event Imagetec L.P. shall re-quote pricing terms and conditions of a new EMA, which Customer may reject, and in the case of such rejection the term of this EMA shall end on the early termination date selected by Imagetec L.P. Imagetec L.P. has no obligation to provide supplies, on a supply-inclusive EMA, beyond the manufacturer's expected usage or beyond the term of this EMA. In the event of non-renewal of this EMA, all supplies delivered to Customer in excess of the manufacturer's expected usage projected to the date of EMA expiration are the property of Imagetec L.P. In the event Customer has received supplies in excess of the foregoing, Customer shall either return the excess supplies to Imagetec L.P. or pay the then current published price to purchase the excess supplies from Imagetec L.P.

23. The initial monthly/quarterly/semi-annual/annual charge for maintenance under this EMA shall be the amount set forth on the reverse side hereof. The monthly/quarterly/semi-annual/annual maintenance charge with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term upon receipt of each Imagetec L.P. invoice for such charges. Customer agrees that alterations, attachments or specification changes may require an increase in maintenance charges at any time during the term of this EMA and agrees to pay such charges promptly when due. The billing period for the base charge noted on the reverse of this document determines the invoicing cycle Customer will receive. There is a \$10.00 per month billing processing fee for a monthly base billing period. The billing period for the base charges and copy/print allowances represents the invoicing for all copies/prints made in excess of the allowance. At the conclusion of each copy/print allowance billing period, Customer's meter reading(s) will be taken and excess copies/prints will be invoiced for the applicable billing cycle. The charge for excess copies/prints will be calculated using the excess copy/print charge set forth on the reverse of this document. If Customer does not exceed the copies/prints allowed in the billing period, the meter reading(s) taken as of the end of such billing period will become the beginning meter reading(s) for the new copy/print allowance billing period. No credits will be given when the copy/print count is below the copy/print allowance for any billing period.

24. If Customer does not pay all charges for maintenance or parts as provided hereunder when due, or if Customer's account becomes delinquent Imagetec L.P. may (a) refuse to service the Equipment or (b) elect to furnish service on a C.O.D. "Per Call" basis at Imagetec L.P.'s then-current labor and material rates. Customer agrees to pay all costs incurred by Imagetec L.P. to collect delinquent amounts from Customer, including reasonable attorneys' fees and expense incurred by Imagetec L.P.

25. Products sold by Imagetec L.P. are designed to give excellent performance with Imagetec L.P. authorized supplies, including paper, developer, toner, ink and masters. Although it is not a condition of this EMA that Customer use only Imagetec L.P. supplies, if Customer uses supplies other than supplies approved by Imagetec L.P., and if such supplies are defective or not acceptable for use on Imagetec L.P.-serviced machines, and cause abnormally frequent service calls or service problems, then Imagetec L.P. may, at its option, terminate this EMA. In such event, Customer will be offered service on a "Per Call" basis at Imagetec L.P.'s then-current labor and material rates.

26. This EMA shall be governed by and construed to the laws of the State of Illinois applicable to agreements wholly negotiated, executed and performed in such State. It constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized Partner of Imagetec L.P. and the customer.

27. This EMA is non-transferable by Customer and non-refundable.

Meter Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_





September 15, 2017

## **Amendments to Maintenance Agreement**

### **Imagetec L.P. Proposal to Village**

1. The Village will need a copy of Imagetec's Certificate of Insurance on an annual basis.

### **Order Form – (First Page)**

1. Delete sentences "Terms of Payment for each shipment are net 10 days from date of invoice. A late payment fee of 1.5% . . .until paid." And insert "Payments shall be made pursuant to the Illinois Prompt Payment Act." (50 ILCS 505)
2. "Customer agrees to pay . . . enforcing its rights hereunder." Make this sentence reciprocal with the Village.
3. Delete sentence – "No returns are permitted . . . with written." (Returns are addressed with in the RFP as detailed on page 10 "Additionally if a MFP experiences excessive break downs, more than 3 service requests within a 30 calendar day period, it will be replaced at the Vendors expense with a MFP that meets or exceeds the specifications and is not older than the replaced machine.")

### **Order Form - General Terms and Conditions – (Second Page)**

1. Paragraph 1. Insert – "Notwithstanding the foregoing, the following are hereby made a part of this Agreement: (a) Village of Buffalo Grove Request for Proposals and Contract Documents for Multi-Function printers and (b) Imagetec L.P. Proposal For: Village of Buffalo Grove Multi-Function Printers. (collectively referred to as "RFP and Response to RFP") and shall control and take precedence over these General Terms and Conditions".
2. Paragraph 3. Insert – "Warranties shall be pursuant to RFP as detailed on page 13 of the Request for Proposal Documents Item D. Warranties and as acknowledged in the response to RFP."

3. Paragraph 5 – delete - “The serviceability of parts will be solely determined by Imagetec L.P.”
4. Paragraph 6.A. – delete – “. . . or any other force or circumstances.”
5. Paragraph 6.D. – delete in its entirety.
6. Paragraph 12 – delete – “cancel this EMA.”
7. Paragraph 14 –\$1.00 per machine per month, this cost shall be included in the Quarterly Lease payment as submitted in the RFP.
8. Paragraph 16 – Strike entire paragraph, this is addressed in the RFP
9. Paragraph 22 –The EMA effective date shall be the effective date of installation of equipment. Delete (automatic renewal). Renewal shall be upon mutual agreement.
10. Paragraph 23 – Renewal shall be upon mutual agreement (renewal term).
11. Paragraph 25 – delete (“including paper”).
12. Paragraph 27 – change to read: “This EMA is non-transferable by Customer or Imagetec L.P.

IMAGETEC LP

Proposal for:  
**Village of Buffalo Grove**

Village of Buffalo Grove

**Multi- Function Printers**

Request for Proposals and Contract Documents



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# REQUEST FOR PROPOSAL

## MULTI- FUNCTION PRINTERS

### RECEIPT OF PROPOSALS

Sealed Proposals for the lease of Multi- Function Printers invited and will be received by the Village of Buffalo Grove (hereinafter referred to as The Village) at 50 Raupp Boulevard (Office of the Village Clerk), Buffalo Grove, Illinois 60089 on or before, but not later than **10:00 A.M. Local Time on Monday, May 15, 2017**. Proposals will not be publically opened and read aloud.

VoBG-2017-04 Proposal for Village of Buffalo Grove, Illinois

Multi- Function Printers

### GENERAL DESCRIPTION OF WORK

The Village of Buffalo Grove is requesting proposals for a thirty six (36) month fair market value lease and forty eight (48) month fair market value lease to be provided at the option of the Vendor, for up to **fourteen (14)** multi-function printers ("MFP")

### PRE-SUBMISSION MEETING

It is recommended that Vendors attend a pre-submission meeting at **10:00 a.m. Local Time on Thursday, April 27, 2017** at the Buffalo Grove Village Hall at 50 Raupp Blvd, Buffalo Grove, Illinois. During the pre-submission meeting, the Village will provide an overview of the Request for Proposals and field questions.

### QUESTIONS

All comments or concerns regarding this Request for Proposals ("RFP") shall be addressed to the Village of Buffalo Grove Purchasing Manager via email at [BGfinance@vbg.org](mailto:BGfinance@vbg.org). All such e-mails must contain "Multi-Function Printers" in the subject line of the e-mail. This will allow for responses to go to all Vendors in the event that the question has a pertinent relevance to all those involved.

All questions must be received by **Monday, May 1, 2017 at 1:30 p.m. Central Standard Time**. It is strongly encouraged that questions be submitted in writing to the Village of Buffalo Grove Purchasing Manager prior to the pre-submission meeting on **Thursday, April 27, 2017 at 10:00 a.m. Local Time** pursuant to the instructions above.

For information on how to receive a copy of the Bid Package or any addendum contact the Office of the Village Clerk at 847-459-2500 or visit the Village of Buffalo Grove procurement website at [www.vbg.org/bids](http://www.vbg.org/bids)



#### HOLDING OF PROPOSALS

No Proposal shall be withdrawn after Monday, May 15, 2017 at 10:00 AM without the consent of the Village, for a period of sixty (60) calendar days.

#### QUALIFICATION OF VENDORS

It is the intention of the Village to award a contract only to the Vendor who furnishes satisfactory evidence that they have the requisite qualifications and ability and that they have sufficient capital and facilities to enable them to complete the work successfully and promptly, and to complete the work within the time named in the Contract Documents.

The Village may make such investigations as it deems necessary to determine the qualifications and ability of the Vendor to perform the work, and the Vendor shall furnish to the Village all the information and data for this purpose as the Village may request. The Village reserves the right to reject any and all Proposals if the evidence submitted by, or investigation of any Vendor fails to satisfy the Village that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

#### RESERVATION OF RIGHTS

The Village reserves the right to accept the Vendor's Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to accept any item in the Vendor's Proposal or a portion thereof; to reject any all Vendor's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Vendor's Proposals when to do so would not, in Village's opinion, prejudice the procurement process or create any improper advantage to any Vendor; and to waive irregularities and informalities in the procurement process or in any Vendor's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Vendor should not rely upon, or anticipate, such waivers in submitting the Vendor's Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the RFP.

## INSTRUCTIONS TO VENDORS

1. Proposal Response Documents shall consist of a single sealed submittal as described below. Each Vendor shall be required to submit one hard copy labeled as "Original", two additional hard copies, and a PDF copy of the "Original" RFP response on a CD or thumb drive consisting of:
  - a) The Proposal Packet consisting of signed and notarized Public Contract Statements (page 6), signed Schedule of Prices (pages 7-8), Proposal Response Requirements as detailed on pages 17-20, and Profile and Qualifications Form (pages 21-22). Proposal Packets shall be clearly marked or endorsed:

### **VoBG-2017-04 Proposal for Village of Buffalo Grove, Illinois MULTI- FUNCTION PRINTERS**

2. All Vendors shall at the time of making its Proposal, and as part of its Proposal, submit a list of all the subcontractors and equipment suppliers with whom it proposes to contract, and the class of work or equipment to be performed or furnished by each. Such list shall not be added to, nor altered, without the written consent of the Village. The Village reserves the right to approve any and all subcontractors and no subcontractor shall be allowed to do work unless they are listed in the Vendor's Proposal, or in a subsequent written statement to the Village.
3. Vendor shall not under any circumstances be relieved of its liabilities and obligations. All transactions of the Village shall be with the Vendor. Subcontractors shall be recognized only in such capacity.
4. The Village reserves the right to accept the Vendor's Proposal that is, in their judgment, the best and most favorable to the interests of the Village and the public; to reject the low Price Proposal; to accept any item in the Vendor's Proposal or a portion thereof; to reject any all Vendor's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Vendor's Proposals when to do so would not, in Village's opinion, prejudice the bidding procurement process or create any improper advantage to any Vendor; and to waive irregularities and informalities in the bidding process or in any Vendor's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and the Vendor should not rely upon, or anticipate, such waivers in submitting the Vendor's Proposals. The enforcement of this Reservation of Rights by the Village shall not be considered an alteration of the RFP.

5. All Vendors are prohibited from making any contact with the Village President, Trustees, or any other official or employee of the Village (collectively, "Municipal Personnel") with regard to the Work, other than in the manner and to the person(s) designated herein. The Village Manager of Buffalo Grove reserves the right to disqualify any Vendor that is found to have contacted Municipal Personnel in any manner with regard to the Work. Additionally, if the Buffalo Grove Village Manager determines that the contact with Municipal Personnel was in violation of any provision of 720 ILCS 5/33E, the matter will be turned over to the Cook County State's Attorney for review and prosecution.
6. Any Vendor may be required by the Village to submit additional data to satisfy the Village that such Vendor is prepared to fulfill the Contract, if it is awarded to them.
7. The Vendor to whom a contract is awarded will not be allowed any extra compensation by reason of any matters or things concerning which the Vendor did not inform itself prior to submitting a proposal. The successful Vendor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other Contractor.
8. The Vendor shall obtain, at its own expense, all permits and business licenses and all other licenses which may be required to complete the work and/or be required by municipal, state, and federal regulations and laws.
9. The Vendor shall provide with the Proposal response at least three (3) references from work performed within the last 3 years. References provided by local Illinois governments are strongly preferred.
10. Any additions, deletions or exceptions to the Specifications or Schedule of Prices may cause your Proposal to be disqualified.

# VILLAGE OF BUFFALO GROVE PUBLIC CONTRACT STATEMENTS

The Village of Buffalo Grove is required to obtain certain information in the administration and awarding of public contracts. The following Public Contract Statements shall be executed and notarized.

## PUBLIC CONTRACT STATEMENTS

### CERTIFICATION OF CONTRACTOR/VENDOR

In order to comply with 720 Illinois Compiled Statutes 5/33 E-1 et seq., the Village of Buffalo Grove requires the following certification be acknowledged:

The below-signed Vendor/contractor hereby certifies that it is not barred from Bidding or supplying any goods, services or construction let by the Village of Buffalo Grove with or without Bid, due to any violation of either Section 5/33 E-3 or 5/33 E-4 of Article 33E, Public Contracts, of the Chapter 720 of the Illinois Compiled Statutes, as amended. This act relates to interference with public contracting, Bid rigging and rotating, kickbacks, and Bidding.

### CERTIFICATION RELATIVE TO 65 ILCS 5/11-42.1.1

In order to comply with 65 Illinois Compiled Statutes 5/11-42.1.1, the Village of Buffalo Grove requires the following certification:

The undersigned does hereby swear and affirm that it is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless it is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax. The undersigned further understands that making a false statement herein: (1) is a Class A Misdemeanor, and (2) voids the contract and allows the Village to recover all amounts paid to it under the contract.

### CONFLICT OF INTEREST

The Village of Buffalo Grove Municipal Code requires the following verification relative to conflict of interest and compliance with general ethics requirements of the Village:

The undersigned supplier hereby represents and warrants to the Village of Buffalo Grove as a term and condition of acceptance of this (Proposal or purchase order) that none of the following Village Officials is either an officer or director of supplier or owns five percent (5%) or more of the Supplier: the Village President, the members of the Village Board of Trustees, the Village Clerk, the Village Treasurer, the members of the Zoning Board of Appeals and the Plan Commission, the Village Manager and his Assistant or Assistants, or the heads of the various departments within the Village.

If the foregoing representation and warranty is inaccurate, state the name of the Village official who either is an officer or director of your business entity or owns five percent (5%) or more thereof:

(Official) \_\_\_\_\_



Print Name of Contractor/Vendor

Imagetec LP

Signature

[Handwritten Signature]

Title

General Sales Manager

Subscribed and Sworn to before me this

15<sup>th</sup>

day of

May

, 2017.

[Handwritten Signature]

Notary Public

Notary Expiration Date

9-10-19

## SCHEDULE OF PRICES

### Multi- Function Printers

TO: THE VILLAGE OF BUFFALO GROVE, ILLINOIS

FULL NAME OF VENDOR: \_\_\_\_\_ Imagetec LP \_\_\_\_\_

MAIN BUSINESS ADDRESS: \_\_\_\_\_ 4509 Prime Parkway \_\_\_\_\_  
 \_\_\_\_\_ McHenry, IL 60050 \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ dgodfrey@imagetec.com \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ 312-456-4915 \_\_\_\_\_

The undersigned, declares that it has carefully examined the proposed Work, the Contract Documents, and all other documents referred to or mentioned in the Contract Documents and it proposes and agrees, if this Proposal is accepted, that it will contract with the Village, in the form of the Contract attached, to complete the Work titled "Multi- Function Printers", and that it will take in full payment therefore the sums set forth in the following Schedule of Prices.

**IMAGETEC LP PRICING for The Village of Buffalo Grove includes a Lead Agency Discount of 10%**

All Pricing per unit


Item	Equipment Lease Cost Per Quarter	
	36 Month Lease	48 Month Lease
<b>Heavy Use Multifunction Copier/Printer</b>		
1. Base machine as detailed in I.B.1. see page 10	\$677.67	\$522.99
2. Full sized keyboard (option)	Integrated in tablet	Integrated in tablet
3. Key fob secure printing (option)	\$23.77	\$18.35
4. Card swipe secure printing (option)	\$23.77	\$18.35
5. Air or mobile printing (option)	Included	Included
<b>Medium Use Multifunction Copier/Printer</b>		
6. Base machine as detailed in I.B.2. see page 11	\$455.73	\$350.21
7. Full sized keyboard (option)	Integrated in tablet	Integrated in tablet
8. Key fob secure printing (option)	\$23.77	\$18.35
9. Card swipe secure printing (option)	\$23.77	\$18.35
10. Air or mobile printing (option)	Included	Included
11. Facsimile expansion kit (option)	\$31.71	\$24.47



VoBG-2017-04 Schedule of Prices for Village of Buffalo Grove, Illinois  
Multi- Function Printers

Item	Equipment Lease Cost Per Quarter	
	36 Month Lease	48 Month Lease
Light Use Multifunction Copier/Printer		
12. Base machine as detailed in I.B.3. see page 11	\$130.86	\$100.99
13. Full sized keyboard (option)	Integrated in tablet	Integrated in tablet
14. Key fob secure printing (option)	\$23.77	\$18.35
15. Card swipe secure printing (option)	\$23.77	\$18.35
16. Air or mobile printing (option)	Included	Included
17. Facsimile expansion kit (option)	Included	Included
Work Group Printer Color		
18. Base machine as detailed in I.B.4. see page 11	\$114.51	\$88.37
Work Group Printer Black & White		
19. Base machine as detailed in I.B.5. see page 11	\$55.41	\$42.76
Maintenance Agreement		
Maintenance Plan 1.		
20. Cost Per Copy/Print Color	\$0.039	\$0.39
21. Cost Per Copy/Print B&W	\$0.0039	\$0.0039
Maintenance Plan 2.		
22. Cost Per Quarter	\$2,437.50	\$2,437.50
23. Cost Per Copy/Print Color Overage	.0429	.0429
24. Cost Per Copy/Print B&W Overage	.00429	.00429
Software Licenses		
Software License for ___ PaperCut MF _____		
25. Cost Per User (500 Users)	\$43.66 (611.21)	\$33.69 (471.46) x 14
26. Cost Per Machine	\$31.71 (443.94)	\$24.47 (342.58) x 14
<b>Optional - PaperCut Assurance Support</b>	\$20.01 (280.14)	\$18.87 (264.18) x 14
Software License for _____		\$1072.82 / Quarter
27. Cost Per User		
28. Cost Per Machine		

7/10/17  
Date

  
Signature  
DANIEL Godfrey  
General Sales Manager.

(DG)

# VILLAGE OF BUFFALO GROVE MULTI- FUNCTION PRINTERS PROPOSAL SPECIFICATIONS

## I. SCOPE OF WORK/SERVICES

A. GENERAL REQUIREMENTS. The Village of Buffalo Grove is requesting proposals for a fair market value lease for fourteen multi-function office machines and twenty Work Group Printers. Any negotiated lease shall include the following:

1. All equipment shall be newly manufactured and the Village must be the first user of the equipment.
2. All equipment and maintenance will be required to be billed on a consolidated invoice in a spreadsheet format. Information to be provided on or with the Invoice shall be at a minimum: MFP serial number, physical location, number of copies/prints per quarter, and number of services calls.
3. No copy minimums on individual pieces of equipment.
4. Maintenance Plan 1 is to be a Cost per copy maintenance plan with pricing fixed for the thirty six (36) and optional forty eight (48) month terms.
5. Maintenance Plan 2 is to include 175,000 Black and White (B&W) copies/prints per quarter and 45,000 Color copies/prints per quarter with a stated and fixed overage per copy over each amount.
6. As a part of the lease agreement, copy minimums and fixed overage stated above are to be reviewed at the end of year one. If cost effective to the Village, Vendor agrees to renegotiate minimums and overage fees for year two through the end of lease agreement.
7. Overage costs to be reconciled on a quarterly basis.
8. Paper sizes up to 11 x 17 are to be counted as one meter click.
9. Quarterly costs are inclusive of all supplies and maintenance (excluding paper)
10. Property insurance
11. No third party leasing will be accepted
12. Vendor assumes full responsibility for prompt notification to the Village of any equipment recall.
13. Accounting package for departmental expense determination.
14. Proposed costs shall include removal of existing machines, delivery and installation of new machines, and removal and return of machines to Vendor at the end of lease.
15. No assignment by the Vendor without written consent of the Village.

The Village maintains the need for technology to transfer historical and operational paper documents to electronic media. The Village owns Laserfiche Document Management (DM); Vendors are required to demonstrate how their product will integrate with Laserfiche DM, and specifically include the ability to scan directly to the application, name and file documents efficiently. Complete Solutions should include the necessary hardware and application licensing. Provide a cost per machine and per user for this feature.

The Village shall require the Maintenance Agreement to provide that all repair parts and labor are included in the maintenance fees, a Service Level Agreement (SLA) that provides for on-site service response no later than 24 hours after a service request has been placed, and if a MFP cannot be made fully functional within 3 calendar days of a service call, a loaner machine that meets or exceeds the specifications of the machine that is out of service will be provided at the Vendors expense, until such time as the machine that is out of service has been repaired to the Village's satisfaction. The Village will assess liquidated damages in the amount of \$200 per day until such time as the MFP is fully functional or has been replaced with a comparable MFP. Additionally if a MFP experiences excessive break downs, more than 3 service requests within a 30 calendar day period, it will be replaced at the Vendors expense with a MFP that meets or exceeds the specifications and is not older than the replaced machine.

#### B. MINIMUM REQUIREMENTS FOR NEW MULTI-FUNCTION PRINTERS

Below is a listing of the anticipated detailed minimum specifications for each location. Proposals should specify what make and model of machine they are offering, discuss the details of the machine, and include copies of relevant specifications. Vendor shall also include what sizes and weight of paper that can be managed through each machine. Vendor shall list any and all exceptions to the requirements with their proposal.

Due to color technology becoming more economical, all Multifunction Copier/Printers shall be capable of both black & white and color printing

##### 1. Heavy Use Multifunction Copier/Printer (minimum requirements) Est Qty (\_2\_)

1. Minimum 70/50 CPM/PPM at 8.5 x11 inches
2. Minimum 160 GB Hard Drive with Document Filing
3. One 2,000 sheet large capacity cassette
4. Two 500 sheet paper drawers with deluxe cabinet
5. 100 sheet bypass tray
6. Handle paper sizes from postcard to ledger sized
7. Duplex Automatic Document Feeder 100 sheet capacity
8. Automatic stapling and 3-hole punch unit
9. Copy resolution 600 x 600 dpi
10. Facsimile expansion kit
11. Accounting module
12. Document filing
13. Full sized keyboard (option)
14. USB Port on front of machine
15. Z and C-fold capability
16. Network printing/scanning

2. Medium Use Multifunction Copier/Printer (minimum requirements) Est Qty (7)

1. Minimum 50/50 CPM/PPM at 8.5x11 inches
2. Minimum 160 GB Hard Drive with Document Filing
3. Two 500 sheet multi- purpose cassettes with deluxe cabinet
4. Handle paper sizes from postcard to legal sized
5. Duplex Automatic Document Feeder 100 sheet capacity
6. 50 sheet bypass tray
7. Automatic stapling and 3 –hole punch.
8. Copy resolution 600 x 600 dpi
9. Facsimile expansion kit (option)
10. Accounting module
11. Document filing
12. Full sized keyboard (option)
13. USB Port on front of machine
14. Network printing/scanning

3. Light Use Multifunction Copier/Printer (minimum requirements) Est Qty (7)

1. Minimum 40/40 CPM/PPM at 8.5x11 inches
2. Minimum 160 GB Hard Drive with Document Filing
3. Two 500 sheet multi- purpose cassettes
4. Handle paper sizes from postcard to legal sized
5. Duplex Automatic Document Feeder 100 sheet capacity
6. Bypass tray
7. Copy resolution 600 x 600 dpi
8. Facsimile expansion kit (option)
9. Accounting module
10. USB Port on front of machine
11. Network printing/scanning

4. Work Group Printer Color (minimum requirements) Est Qty (1)

1. Minimum 30 PPM at 8.5x11 inches
2. One 500 sheet multi- purpose cassette with deluxe cabinet
3. Handle paper sizes from envelope to legal sized
4. Bypass tray
5. Accounting module
6. Network printing

5. Work Group Printer Black & White (minimum requirements) Est Qty (10)

1. Minimum 25 PPM at 8.5x11 inches
2. One 500 sheet multi- purpose cassette
3. Handle paper sizes from envelope to legal sized
4. Bypass tray
5. Accounting module
6. Network printing
7. HP or HP Compatible Laser Printer PCL 5 or above

In addition to the above requirements all Mult-Function Copier/Printers and Workgroup Printers must meet Citrix Ready Standards (<https://citrixready.citrix.com/>) and be compatible with Microsoft Package-Aware Print Drivers.

Imagetec Response: Confirmed

All Multifunction Copier/Printer machines shall be required to scan to copier storage, scan to USB drive, scan to email, and be capable of scanning to laserfiche. All Multifunction Copier/Printer machines shall default to scanning in color with an option of scanning in greyscale.

Accounting functions/operator PIN codes for secure printing and auditing are required on all Multifunction Copier/Printers. Provide optional costs for key fobs, card swipe and other methods of secure printing.

(Option) If Mobile or Air print technology is available from your company, provide the associated cost for this type of technology and describe how this service functions. Provide complete solutions including the necessary hardware, software and licensing costs.

If there is additional technology that a Vendor would anticipate as useful to the Village, it shall be noted along with the cost of adding that technology to the device. Further, Vendors shall address special situations, such as equipment upgrades due to technology advancement that might be available during the course of the lease.



### C. SOFTWARE LICENSING

In any solution offered as a part of this RFP, the Village would like to minimize the need for software licensing as a part of this solution. If licensing of any products is required, the cost of the licensing should be included into the lease agreement by the Vendor. Each Vendor will be responsible for determining and ensuring applicable minimum licenses that will be required and shall indicate the number provided (included) in the detail of its Proposal. Further, the Village would like to be able to push out any software or any updates to software, using our current software environment, rather than having to load on each individual machine. Please address this issue in detail.

### D. WARRANTIES

In considering customer satisfaction, the Village is requiring that all equipment proposed must have written guarantees that state:

1. If you are not satisfied with your (manufacturer's name) equipment, at your request (dealer's or manufacturer's name) will replace it without charge to you with an identical model or one with comparable features and capabilities. The term of this guarantee will be three years from equipment delivery or the entire term of the lease agreement. This guarantee applies to (manufacturer's name) equipment, acquired by you from (dealer or manufacturer's name) and continuously maintained by (dealer or manufacturer's name) under our warranty service agreements. This guarantee is not applicable to equipment damaged or destroyed for reasons beyond (dealer's or manufacturer's name) control or responsibility.
2. (Dealer's or manufacturer's name) guarantees that only manufacturer's parts and supplies will be used in repairing and supplying replenishment of (Dealer's or manufacturer's name) equipment. This guarantee also insures that when service is performed on this equipment that the Village will be credited for those copies/prints made during each service call and will be so noted on the billing statement.

### E. OTHER PROVISIONS

1. Vendors shall provide a DOD wipe and/or certificate of destruction of MFP Storage systems prior to removal from Village property at the end of the lease term.
2. The Village is seeking to receive the very latest MFP equipment and technology. As such, the Vendors shall include a provision for the replacement of any MFP should a replacement for that model be released within six (6) months of initial installation of said copier in Village Facilities.
3. Training shall be provided for Village Staff no more than five (5) days after installation. At a minimum two (2) ninety (90) minute training sessions will take place at each location.
  - a. The Selected vendor shall prepare a training course for operators and administrators of the system. The training course outline and materials shall be approved by the Village before the session(s) are held.
  - b. The Selected vendor shall provide all materials and instructors for the training. The training material shall be tailored to the new equipment provided as part of this project. The successful Vendor is responsible to provide four (4) hard copies of the training materials and one electronic copy for each session. A training syllabus must be provided to the Deputy Village Manager no less than one week prior to the start of training.

4. The Vendor acknowledges that the Village is a unit of local government and that all payments under any Lease or Maintenance Agreement are subject to the Local Government Prompt Payment Act, 50 ILCS 505 et seq. Interest, if any, charged for any late payments will be subject to the interest rate caps specified in the Prompt Payment Act.

F. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by other members of the Government Information Technology Consortium (GovITC). All purchases and payments made under the purchasing extension shall be made directly by and between each municipality and the Vendor. The Vendor agrees that the Village of Buffalo Grove shall not be responsible in any way for purchase orders or payments made by the other municipalities. The Vendor further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to other Municipalities during the extended term of this Agreement.

The Vendor and the other members of the GovITC may negotiate such other and further terms and conditions to this Agreement ("Other Terms") as individual projects may require. In order to be effective, Other Terms shall be reduced to writing and signed by a duly authorized representative of both the Vendor and the other municipality.

The Vendor shall provide other members of the GovITC with all documentation as required in the Request for Proposals, and as otherwise required by the Village including, but not limited to:

- Certificate of insurance naming each additional municipality as an additional insured

Imagetec agrees to items (A – F)

## II. FACILITY LOCATIONS

Village Hall  
50 Raupp Blvd  
Buffalo Grove  
IL 60089  
847-459-2525

Aboretum Golf Course  
401 Half Day Road  
Buffalo Grove  
IL 60089  
847-913-1112

Public Works  
51 Raupp Blvd  
Buffalo Grove  
IL 60089  
847-459-2545

Fire Station 25  
505 Dundee Road  
Buffalo Grove  
IL 60089  
847-537-8505

Police Department  
46 Raupp Blvd  
Buffalo Grove  
IL 60089  
847-459-2560

Fire Administration  
1051 Highland Grove Drive  
Buffalo Grove  
IL 60089  
847-537-0995

Buffalo Grove Golf Course  
48 Raupp Blvd  
Buffalo Grove  
IL 60089  
847-459-5520

Fire Station 27  
100 Half Day Road  
Buffalo Grove  
IL 60089  
847-913-4543

### III. PROJECT MANAGEMENT

The following outlines the required project management responsibilities the selected vendor will provide during the course of the work.

A. The selected vendor shall designate a single point of contact to act as the Project Manager. This individual will exhibit good management and communications skills. This individual will also be well educated regarding both general and working knowledge of the provided equipment. She/He will be responsible for coordination between the Village, and other parties involved with the deployment of the MFP . The Project Manager will maintain project records and documentation. They should be able to supply the Village with project related information within thirty six (36) hours of it being requested.

**Imagetec Response: Mark Dodge, Vice President of Operations / Managed IT Services**

B. Selected vendor shall submit a deployment schedule. The schedule shall show the anticipated critical path starting from the point of award (anticipated to be at or near **July 17, 2017**) through final acceptance testing and training (desired to be at or before **August 29, 2017**). Any activity which may present a perceivable disruption to the Village staff shall be identified and shared with Village staff as early as possible when the dates and/or times of disruption are known.

**Imagetec Response: Yes, confirmed and accepted**

C. The selected vendor shall attend a project kick-off meeting to be held at a location predetermined by the Village. The Village will coordinate the meeting location and agenda with the selected vendor's Project Manager. The selected vendor shall document and provide a summary of the discussion to attendees within thirty six (36) hours of the meeting conclusion.

**Imagetec Response: Yes, confirmed and accepted**

D. Progress Meetings: Progress meetings will be requested or scheduled at regular intervals as designated during the kick off meeting. The meetings will be used to inform the Village on progress made as well as coordinate upcoming project activities. Updates to the project schedule will be provided during these meetings. The selected vendor shall document and provide a summary of the discussion to attendees within thirty six (36) hours of the meeting conclusion.

**Imagetec Response: Yes, confirmed and accepted**

E. Miscellaneous Coordination: Coordinate early in the process on target training and demonstration dates for the equipment so that the Village can arrange for the desired participants to be present. Coordinate as needed with various key personnel as directed by the Deputy Village Manager relating to configuration/networking activities. Coordination with Village vendors may also be required as directed by the Deputy Village Manager.

**Imagetec Response: Yes, confirmed and accepted. Imagetec has a fully staffed Professional Training department to accommodate the Villages needs.**

### IV. TERM

Lease Terms: Any negotiated lease will either be for 36 months or 48 months. At the end of any lease term, the Village of Buffalo Grove reserves the right to extend the lease for a period of up to ninety (90) calendar days for the purpose of getting a new lease in place.

**Imagetec Response: Confirmed and Accepted**

## V. ADDITIONAL INSTALLATION INFORMATION AND SCHEDULE

A. The following schedule is to be used as a guide:

<b>Task</b>	<b>Timeline</b>
<b>Issue RFP</b>	April 18, 2017
<b>Pre-response meeting</b>	April 27, 2017 at 10:00a.m.
<b>Questions Due</b>	May 1, 2017 at 1:30 p.m.
<b>Responses due</b>	May 15, 2017 at 10:00 a.m.
<b>Evaluation Committee Meets</b>	May 18, 2017
<b>Demonstration</b>	May 30 – June 21, 2017
<b>Interviews with qualified vendors*</b>	June 20 –21, 2017
<b>Selection of finalist*</b>	June 28-29, 2017
<b>Intent to award*</b>	July 10, 2017
<b>Award of Agreement *</b>	July 17, 2017
<b>Notice to Proceed</b>	Varies
<b>Installation*</b>	August 24-25, 2017
<b>Training*</b>	August 28-29, 2017
<b>Project Completion</b>	September 1, 2017

\* Dates may be changed If deemed necessary by the Village

The Village will require the selected Vendor(s) to supply a demonstration machine comparable to the proposed units at no cost to the Village for a period of up to three (3) weeks in order for the Village to make a reasonable decision as to whether or not that Vendor should be selected.

### **Development of an Agreement**

The Village intends to negotiate a lease and maintenance agreement for MFP. If an acceptable agreement cannot be negotiated within an acceptable time period from the date of Vendor selection, negotiations with the next-ranked Vendor may be initiated. The Village intends to require any negotiated lease to include all language in the Proposal Specifications. Note any exceptions to the language in your Proposal Packet.

## PROPOSAL RESPONSE REQUIREMENTS

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. Concise presentation of the requested information should be anticipated to be evaluated more favorably than unnecessarily detailed descriptions.

Advertising and promotional material are not an acceptable submission, either alone or accompanying the required response. Font size should be no smaller than 10 point. All pages in the response should be numbered sequentially. Vendors must also include a table of contents which indicates the section and page numbers corresponding to the information included.

Selection will be based on a combination of point scores and best overall value. This is detailed in the section Evaluation Breakdown.

Please format the proposal with the following sections. Include all information requested. The Village of Buffalo Grove prefers proposals to be concise and easy to understand. Do not include unnecessary or extraneous information. Use the same sections and numbers that designate the proposal requirements below to designate the associated response. Organize the response in the same order as organized in the following sections.

### Section I – Executive Summary

1. Executive Summary must include a brief overview of the key elements of your proposal. Please highlight any features or areas that differentiate your services and products from competitors and any specializations in solutions for local governments. Please limit the Executive Summary to no more than three (3) pages.

#### Executive Summary

- **Acquire reliable production print/copy/scan system that will handle current workflow and allow The Village to meet the needs of the staff while being cost conscience.**
- **Print, copy, scan solution needs to be the lowest cost possible while still being able to meet the high quality demands of the staff and guests.**
- **One source for strategic, managed print service partner**
- **Scalable solution to meet short term and long term growth**

### Section II – Equipment

1. A detailed description of the vendor's equipment, as described in the Proposal Specifications, and other pertinent data necessary for evaluation of the equipment.
2. Provide a discussion of any substantive or innovative ideas used in other similar projects, which the vendor feels may be applicable to this project.
3. Provide information on any certifications the Vendors equipment meets or exceeds (e.g. Energy Star)

4. Discuss in detail secure printing options providing advantages and disadvantages of each.

5. Provide detailed information accounting and reporting functions. Provide extra costs for these features, if any.

**Imagetec Proposed Solution**

Samsung X7600GX (Quantity: 2)

- Color/copy/print/scan/fax
- Print Speed:60 ppm
- Scan Speed: 240 ipm
- Single-pass Duplex Document Feeder
- (2) Booklet Finisher (w/ 2/3 Hole Punch and C-fold capability)
- 10.1" LCD Display
- Scan to Email, scan to file
- (2) Fax Kit
- Paper handling postcard to ledger
- (2) 2 x 520 Sheet Paper Trays
- (2) 2000 Sheet Bottom Large Capacity Tray



Samsung X7500GX (Quantity: 7)

- Color/copy/print/scan/fax
- Print Speed:60 ppm
- Scan Speed: 240 ipm
- Single-pass Duplex Document Feeder
- (6) Internal Finisher w/ 2/3 Hole Punch
- (1) Booklet Finisher (w/ 2/3 Hole Punch and C-fold capability)
- Scan to Email, scan to file
- (5) Fax Kit
- Wireless NFC
- (7) 2 x 520 Sheet Paper Trays
- (7) 2,000 Sheet Bottom Large Capacity Tray



Samsung C4062FX (Quantity: 7)

- Color copy/print/scan/fax
- Print Speed: 42 ppm
- 2 x 520 Sheet Paper Trays
- Scan to Email, scan to file



Samsung CLP-775ND (Quantity: 1)

- Color printer
- Print Speed: 35 ppm
- 1 x 500 Sheet Paper Tray
- 4 year Extended Warranty



Samsung M4020ND (Quantity: N/A)

- B/W Printer
- Print Speed: 42 ppm
- 1 x 500 Sheet Paper Tray
- 4 Year Extended Warranty



### Section III – User Interface/Software

1. Provide pictures and descriptions of the user interface on each piece of equipment.
2. Describe Accounting Functions and Reporting tools
3. Provide detailed information on Laserfiche DM integration describe extra costs(if any)



- **Centralized Print Strategy**
  - Server based print strategy to minimize administration function
  - Follow-me printing
  - Single-Sign-On capabilities (i.e. LaserFiche)
  - Single touch scan-to-me button
  - Rule based printing
  - Guest printing
  - Mobile printing and Secure printing
  - Cost recovery for grant programs

### Section IV – Company Profile

1. Profile and Qualifications Form located on pages 20-21. (See provided Profile and Qualifications Forms)
2. History of the Vendor (one [1] page)

## ABOUT IMAGETEC

IMAGETEC was founded in 1992 to distribute the latest printing & document management technology to Northern Illinois, Southern Wisconsin and Northern Indiana. Since our inception, we've grown to become one of the the Largest Independent Dealer in the Chicago land area. We have 6 service locations in 2 states: Illinois and Wisconsin.



## **We Are Committed**

We are unconditionally committed to being a leader in our industry by building alliances with organizations that share our passion for excellence, dedication to long term partnerships, and have a common vision to grow and expand market share.

## **Imagetec Means Innovation**

We offer innovative document output and document management solutions that are designed to increase our customers overall ability to communicate, share information, and increase employee efficiency. This, coupled with our First Class support structure, helps our customer grow their business and allows them to stay competitive in the constantly changing workplace of tomorrow.

## **Award Winning Service**

Imagetec's dedication to customer service has received national recognition and includes some of the following prestigious awards:



- ✓ Leading industry publications such as Office Dealer Magazine have named Imagetec one of the top 100 Office Solutions providers in the United States for 10 consecutive years.
- ✓ Konica Minolta has awarded Imagetec with the Pro-Tech Service Award along with BizHub Standards and Platinum Dealer status for our level of service, expertise, and support structure.
- ✓ Toshiba has honored Imagetec with the Pro-Masters Service Award for 15 consecutive years.

## **Section V – Service and Support**

1. Provide complete description of support services.
2. Provide detailed information on managed print services.
3. Detail Storage destruction methods to be used at end of lease.
4. Provide description of repair services including methods of request for services and response times. Provide the maximum on-site response time after a service call has been placed.

## **Section VI – Experience and References**

1. Related experience during the past five (5) years, (up to three [3] pages)

Since our inception in 1992, Imagetec LP has built the strongest and most extensive portfolio of K-12 districts and Municipalities in the State of IL. We continually look to improve and have developed a "best-in-breed" methodology to partner with cutting-edge technology to deliver a user experience that is second-to-none. Our staff members are certified with all programs outlined within this RFP submittal. Therefore, all daily activities by the district (equipment and solutions) will be monitored and serviced by Imagetec LP staff (no 3rd Party entities are part of our RFP response).

2. References of similar scope work. Include name, phone number, email address, project scope, and contract value (one [1] page)

References provided on additional Form

**All references provided by Imagetec LP, in response to this RFP, are proprietary and confidential and may not be shared with a 3rd party or through any FOIA request without the written consent of IMAGETEC LP.**

3. Resume of Project Manager (one [1] page)

Mark Dodge – Vice President of Operation / Managed – 20+ years of industry experience with the successful deployment of 100+ School District and municipalities within the Chicagoland marketplace

4. Vendors shall describe the process of incorporating new machines or maintenance of equipment into the existing lease.

Imagetec Response: We recommend that the Village NOT incorporate maintenance of any equipment into the existing lease

#### Section VII – Disclosures

1. Financial disclosure (one [1] page)

Imagetec Response: See provided financial stability letter

**All financial information provided by Imagetec LP, in response to this RFP, are proprietary and confidential and may not be shared with a 3rd party or through any FOIA request without the written consent of IMAGETEC LP.**

2. Copy of current certificate of insurance (one [1] page)

Will be provided upon request

3. Pending litigation or ongoing binding arbitration with any client (one [1] page)

Imagetec Response: None

4. Copy of proposed Lease and Maintenance Agreements.

Imagetec Response: See attached Lease and Maintenance Agreements



**SUBMISSION OF WRITTEN RESPONSES**

Vendors interested in providing the services requested, must respond in writing by the date specified. All submissions become the property of the Village of Buffalo Grove and will not be returned to the Vendors. All costs associated with submission preparation will be borne by the submitter.

## PROFILE AND QUALIFICATIONS FORM

Each Vendor is required to fully answer all questions in each category listed below

All questions must be addressed by the Vendor in order for this application form to be properly completed. Failure to answer any question, or comply with any directive contained in this form may be used by the Village as grounds to find the Vendor ineligible. If a question or directive does not pertain to your firm in any way, please indicate with the symbol N/A.

1. Firm Name \_\_\_\_\_ Imagetec LP \_\_\_\_\_  
Business Address \_\_\_\_\_ 4509 Prime Parkway \_\_\_\_\_  
City \_\_\_\_\_ McHenry \_\_\_\_\_ State \_\_\_\_\_ IL \_\_\_\_\_  
County \_\_\_\_\_ McHenry \_\_\_\_\_ Zip Code \_\_\_\_\_ 60050 \_\_\_\_\_

2. Names and Titles of Two Contact People

A) \_\_\_\_\_ Dan Godfrey – General Sales Manager \_\_\_\_\_ Phone ( \_312\_ ) \_\_\_\_\_ 456-4915 \_\_\_\_\_  
B) \_\_\_\_\_ Mark Urbanczyk – Major Account Representativ\_\_ Phone ( \_630\_ ) \_\_\_\_\_ 204-4520 \_\_\_\_\_

3. Submittal is for:

Parent Company (List any Division or Branch Offices to be involved in this project)  
Same as above

Division (attach separate list if more than one is to be included)  
N/A

Subsidiary  
N/A

Branch Office N/A

Name of Entity: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

4. Type of Firm:

- Corporation
- Partnership
- Sole Ownership
- Joint Venture
- Other \_\_\_\_\_

5. Federal Employer Identification Number \_\_\_\_\_

6. Year Firm was established \_\_\_\_\_1992\_\_\_\_\_

7. Name and Address of Parent Company: (if applicable) \_\_\_\_\_SAME AS ABOVE\_\_\_\_\_

8. Acknowledgement of receipt of Addenda(s) \_\_\_\_\_ANNENDUM  
#1 \_\_\_\_\_(list each addendum number)

Attach each signed addendum, if any, to the Proposal Packet as part of your submittal.

Date \_\_\_\_\_MAY 2, 2017\_\_\_\_\_

(Sign here) By \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

E-mail \_\_\_\_\_

## PROPOSAL REVIEW AND SELECTION OF THE FINALISTS

The Village of Buffalo Grove will establish a RFP Evaluation Team to review and evaluate the Vendors written responses to this RFP in accordance with the evaluation criteria identified in the following section. The Project Evaluation Team will check client references which will also be evaluated. The Village intends to select no more than three (3) Vendors as finalists. The Village reserves the right to reject any or all submissions and to waive informalities and minor irregularities in submissions received and to accept any submissions if deemed in the best interest of the Village to do so.

### Vendor Ranking

Based on results from the written responses to the RFP and client reference responses, the Project Evaluation Team will rank the finalist Vendors. Finalists will be invited to provide presentations and to respond to questions from staff. Contract negotiations will proceed with the selected vendor.

### Evaluation Breakdown

All responses will be ranked in four categories: Qualifications, Response, Equipment, and User Interface. Each category will then be weighted as shown below. Any response that contains a Fail will not pass on to the point value evaluation step

#### **Vendor Qualifications: 10%**

Verifiable documentation of capabilities of the company/organization in providing similar services.

#### **Vendor Technical Response: 10%**

Evaluation of the Vendor understands of the requested equipment and services.

#### **Support: 10%**

Evidence of prompt and sufficient equipment support services

#### **Equipment: 30%**

Quality of the proposed equipment

#### **User Interface/Software: 10%**

Quality and usability of the user interface/software

#### **Cost - 30%**

Costs incurred by the Village over the length of the lease

All Vendors are advised that in the event of receipt of an adequate number of proposals, which in the opinion of the Evaluation Committee require no clarification and/or supplementary information, such proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Vendors are capable of offering to the Village.

Village of Buffalo Grove RFP Review Meeting 8-14-17

Attendees: Brett Robinson  
Dan Godfrey  
Mark Urbanczyk

Review of Imagetec RFP response. Terms and conditions  
Going with 48 month Lease – Billing to be summary spreadsheet if possible  
Most Likely September 2017 Board Meeting. Current Lease through October  
/November

**Key Items:**

- 11 x 17 to be 1 click - **Agreed**
- Staples to be included - **Agreed**
- Imagetec must return Canon leased units
- Training to be (2) 90 minute sessions at each location within 5 days of delivery - **Agreed**
- Syllabus of Training Course to be provided - **To be provided prior to Training rollout**
- Support Materials / Cheat Sheets & Quick Guides to be provided – **Training support will be provided**

**Project Management**

- Single Point of Contact for Implementation – **Mark Dodge – VP Operations & IT Services**
- Must have deployment schedule – **To be provided after Kick Off PM Meeting**
- Kick off PM Meeting Required prior to delivery - **Agreed**

**Follow Up Items:**

- Lease and Service Agreement Terms and Conditions – **Done**
- Updated Specs in RFP response
- Updated Papercut Pricing in RFP response - **Completed**
- Project Manager to updated - **Mark Dodge**
- Copy of Certificate of Insurance
- Sample Papercut reports – **To be provided**