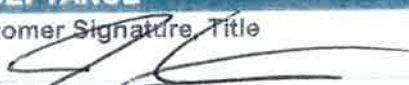



BILL TO:		SHIP TO:	
Company Name Village of Tinley Park Village Hall		Company Name Village of Tinley Park Village Hall	
Address 16250 Oak Park Ave.		Address 16250 Oak Park Ave	
City, State, Zip Tinley Park IL 60477	Phone # (708) 444-5000	City, State, Zip Tinley Park IL 60477	Phone # (708) 444-5083
Buyer's Name	Phone # (708) 444-5000	Department/Location IT	
PO Number			

DELIVERY CONTACT INFORMATION:		
Name Mike Thomas	Phone # (708) 444-5083	Email mthomas@tinleypark.org

QTY.	ITEM #	DESCRIPTION	SERIAL #	SYSTEM #	PRICE
1	C8070H2	AltaLink C8070H2 Color Multi-Functional Device			\$9,986.90
1	097S04617	Business Ready Finisher w/2/3 Hole Punch			\$992.60
1	497K18160	Horizontal Transport Kit			\$164.50
1	C8055H2	AltaLink C8055H2 Color Multi-Functional Device			\$8,647.10
1	097S04618	Business Ready Booklet Maker Finisher w/ 2/3			\$2,373.70
1	497K18160	Horizontal Transport Kit			\$164.50
1	C8055H2	AltaLink C8055H2 Color Multi-Functional Device			\$8,647.10
1	497K16430	1 Line Fax			\$215.60
1	097S04920	Office Finisher			\$164.50
1	B8075H2	AltaLink B8075 Multi-Function Device			\$8,810.20
1	497K16430	1 Line Fax			\$215.60
1	497K14960	3-Hole Punch Kit			\$113.40
1	497K16590	Horizontal Transport Kit			\$164.50
1	097S04759	Office Finisher			\$795.10
1	C8070H2	AltaLink C8070H2 Color Multi-Functional Device			\$9,986.90
1	497K16430	1 Line Fax			\$215.60
1	097S04618	Business Ready Booklet Maker Finisher w/ 2/3			\$2,373.70
1	497K18160	Horizontal Transport Kit			\$164.50
1	B7030H2	VersaLink B7030 Multi-Function Device			\$2,821.70
1	497K17750	Embedded 1-Line Fax w/fax			\$329.00
1	097S04911	Integrated Office Finisher			\$553.80
1	B405DN	VersaLink B405DN Laser Printer			\$655.90
1	497K13630	550-Sheet Feeder			\$193.60
1	497K13660	Stand with Storage			\$250.00

Notes: The C8070 and accessories highlighted above are to be delivered and installed at the Tinley Park Fire Department at 17355 S. 68th Ct Tinley Park IL 60477	SUBTOTAL	\$59,000.00
	TAX	\$0.00
	IMPLEMENTATION FEE	\$0.00
	TOTAL	\$59,000.00

ACCEPTANCE	
Customer Signature Title 	MWOS Representative 
Date Jun 19, 2018	Date 6/20/18

Sales tax will be payable on any order that is subject to sales tax under Illinois state law. This is a non-cancelable agreement.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page

Bradley
148 N. Kinzie Ave
Bradley, IL 60915
Ph: 815-933-3358

Channahon
23157 Thomas Dillon Dr
Channahon, IL 60410
Ph: 815-741-4200

Tinley Park
18630 S. 81st Ave
Tinley Park, IL 60487
Ph: 708-614-1234

Martin Whalen Office Solutions

Purchase Order Terms and Conditions

1. **Definitions.** The first page of this Purchase Order is called the Cover Page. The Cover Page and the Terms and Conditions page, along with a listing of additional goods on Schedule A (if attached), represent the agreement (the "Agreement") between Martin Whalen Office Solutions (the "Company") and the Customer, as defined on the Cover Page ("Customer"), with respect to the purchase of those certain goods identified on the Cover Page and Schedule A, if attached (the "Goods" or "Equipment").

2. **Scope.** This Agreement may be executed for:

a) A **SALE** of the Goods. If a SALE, subject to any special terms indicated on the Cover Page or Schedule A, the Company hereby offers to sell and Customer hereby accepts to purchase those Goods in the quantity and for the price indicated on the Cover Page (and/or Schedule A). Payment terms are Cash on Delivery ("COD"). Alternatively, if Customer has a verifiable credit account in good standing with Company, Customer may elect to be invoiced for the Goods. In any circumstance, Customer will pay invoices within 30 days after the invoice date. A late charge will be assessed against Customer on invoice balances 10 days or more overdue at the rate of 1.5 percent per month, but not in excess of the lawful maximum. The Customer is responsible for paying for all collection fees, attorneys' fees and court costs incurred by the Company in enforcing the terms of this Section 2(a).

b) A **LEASE** of the Goods. If a LEASE, Customer will execute a separate leasing agreement which will fund the purchase of those Goods in the quantity indicated on the Cover Page for the benefit of Customer. Upon execution of leasing documents, the Customer shall be responsible in leasing company to satisfy the terms and conditions of the leasing documents. If, however, a LEASE cannot be so executed within 15 days of Customer's execution of this Agreement, Customer must immediately return the Goods to Company in Like New condition.

c) A **RENTAL** of the Goods. If a RENTAL, Customer will execute a separate rental agreement with the Company. Customer shall be responsible for satisfying the terms and conditions of the rental agreement.

3. **Acceptance and Non-Cancellation.** This Purchase Order and Agreement shall become binding upon the Customer's execution of this Agreement and may not be cancelled or altered thereafter without the Company's written consent.

4. **Delivery and Installation.** Unless specified otherwise on the Cover Page, the Company shall deliver and install the Goods at the location specified by Customer on the Cover Page unless: (1) Customer has not made available at that address a suitable place of installation as specified by the Company; (2) Customer has not made available suitable electrical service in accordance with the Underwriter's Lab ("UL") requirements; (3) the Goods are to be delivered to a location outside of the Company's service area. All risk of loss will transfer to the Customer upon delivery.

5. **Taxes.** Customer shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.

6. **Force Majeure.** The Company shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Company.

7. **Default.** Customer will be in default of this Agreement if Company does not receive payment within 10 days after the date payment is due or Customer breaches any other obligation under this Agreement. Customer will pay all reasonable costs, including attorneys' fees, incurred by the Company to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Customer breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Company, the Company may terminate this Agreement.

8. **Indemnification.** (a) Customer is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Customer, Customer's employees or agents, or any third party), and, (b) Customer is responsible for any and all costs and attorneys' fees incurred by the Company relating to any such claim. Customer will reimburse and, if requested, defend the Company at Customer's own cost and expense, against any Claims. Customer's obligations under this Section 8 shall survive termination of this Agreement.

9. **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE COMPANY RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.**

10. **Limitation of Liability.** The Company's total liability to Customer for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Customer for the Goods which give rise to the claim. In no event shall the Company be liable for any incidental, consequential, or special damages incurred by Customer or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Customer's clientele for service interruptions or failure to supply.

11. **Limited License to Use Software.** The Company grants Customer a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Customer is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Customer has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to, and all intellectual property rights in, Software will reside solely with Company and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Customer no longer uses or possesses the Equipment; (ii) if Customer is a lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Customer has rented or leased the Equipment (unless Customer has exercised an option to purchase the Equipment). Neither Company nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

12. **Governing Law.** This Agreement shall be governed by the laws of the state of Illinois without regard to the conflict of laws or principles of such states.

13. **Errors.** The Company reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.

14. **Severability.** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.

15. **Modifications.** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.

16. **Waiver.** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.

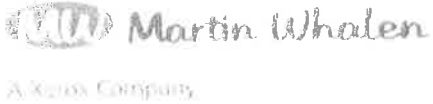
17. **Relationship.** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.

18. **Assignment.** Any assignment of this Agreement by Customer without the prior written consent of the Company shall be void and unenforceable.

THE CUSTOMER ACKNOWLEDGES THAT SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE CUSTOMER TO SAME, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS. This Agreement supersedes any prior proposals, quotations, or communications, written or oral, regarding the purchase of the Goods from the Company. The Customer further understands the Company is not a party to any leasing documents executed between Customer and the leasing company, and this Agreement is not intended to supersede any leasing documents, or other contracts or agreements which Customer may execute with the Company.

Initial

Date



MANAGED PRINT SERVICES AGREEMENT
 MWOS – A Xerox Company
 148 N. Kinzie Ave.
 Bradley, IL 60915
 Phone: 815-933-3358

BILL TO:

Customer: Village of Tinley Park Village Hall
 Address: 16250 Oak Park Ave.
 City/St/Zip: Tinley Park IL 60477
 Phone: (708) 444-5000

EQUIPMENT LOCATION:

Customer: Village of Tinley Park Village Hall
 Address: 16250 Oak Park Ave.
 City/St/Zip: Tinley Park IL 60477
 Phone: (708) 444-5083

Term: 60 Months from the date of installation or the start date of _____

Covered Devices:

Model	Serial Number	ID#	BWC Start Meter	CLR Meter
Xerox AltaLink C8070H2				
Xerox AltaLink C8070H2				
Xerox AltaLink C8055H2				
Xerox AltaLink C8055H2				
Xerox AltaLink B8075				
VersaLink B7030				
VersaLink B405DN				

Annual Payment: \$16,500.00

Includes:

	Year	Overage Billed	Yearly	at	
<u>660,000</u> MFD B/W clicks per	Year	Overage Billed	Yearly	at	<u>\$0.0060</u>
<u>228,000</u> MFD Color clicks per	Year	Overage Billed	Yearly	at	<u>\$0.0550</u>
Printer B/W clicks per		Overage Billed		at	
Printer Color clicks per		Overage Billed		at	
B/W Flat Fee Units					
Color Flat Fee Units					

Notes:

Annual rate increase will not exceed 5% years 1 through 5.
 One of the C8070's is located at the Tinley Park Fire Department 17355 S. 68th Ct Tinley Park IL 60477

MW360 Diagnostic Application

MWOS is committed to provide exceptional customer support during the term of this MPS agreement. Obtaining accurate real time equipment information such as supply levels and meter readings is vital in providing this level of support. Installation of the MW360 Diagnostic Application will allow automatic meter acquisition, resulting in improved billing integrity and proactive toner management, including automatic delivery

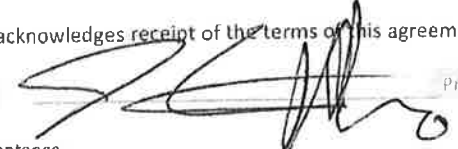
MW360 Diagnostic Application installed? Yes or No (circle one)
 If yes, is Customer interested in Supply Auto Fulfill? Yes or No (circle one)

If MW360 Diagnostic Application is declined, MWOS reserves the right to increase the base charge to offset the additional expense associated with obtaining manual reads.

Addition of Equipment

Customer is required to notify MWOS upon installation of any additional printers at Customer's site. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered part of the Equipment for all purposes under this Agreement.

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages, including this face page.

Signature:  Printed Name: Jacob C Vandenberg Date: June 19, 2018
 MWOS Acceptance _____ Date: 6/19/18

Terms and Conditions

1. **SERVICES.** Throughout this Agreement the words "We," "Our," and "Us" refer to Company. The words "You" and "Your" refer to the Customer indicated on the reverse. This Agreement covers both the labor and materials for adjustments, repairs, and replacement of parts necessitated by normal use of the Equipment listed on the face of this Agreement ("Services"). Services do not include the following: (a) repairs due to (i) misuse, neglect, or abuse (including, without limitation, improper voltage or use of supplies that do not conform to the manufacturer's specifications), (ii) use of options, accessories, products, supplies not provided by Company; (iii) non-Company alterations, relocation, or service; (iv) loss of or damage resulting from accidents, fire, water, or theft; (v) maintenance requested outside Company's normal business hours or this Agreement; (c) relocation; (d) software or connected hardware; (e) hard drive replacement; (f) Thermal reads, process units, and laser units for Ficcione Machines; (g) Thermal Heads and MICR Toner for Laser Printers; and parts and labor for all non-laser printers; and/or (h) parts for Scanners. Replacement parts may be new, reprocessed, or recycled. Supplies provided by Company are in accordance with the copy volumes set forth on the face of this Agreement and within the manufacturer's stated yields and do not include staples. Supplies are to be used exclusively for the Equipment and remain Company property until consumed. You will return, or allow Company to retrieve, any unused supplies at the termination/expiration of this Agreement. You are responsible for the cost of excess supplies. You authorize Equipment to be connected to automatic meter reading software and/or device or if we otherwise request you will provide us with accurate meter readings for each item of Equipment when and by such means as we request. If you do not permit the Company to use automatic meter reading software and/or devices, Company may charge a monthly fee for manually performing meter reads. If you do not provide meter reads as required, Company may estimate the reading and bill accordingly. You shall provide adequate space and electrical service for the operation of the Equipment in accordance with UL and/or manufacturer's specifications. Supplies will be via UPS Ground. At shipping methods, including, but not limited to, UPS Ground, Overnight, and/or Messenger Service, may be billed to the Customer. Additional fees may be charged for Services provided outside Company's normal business hours or for computer/network issues and will be at Company hourly rates in effect at the time of Service. If, at any time during the Term of this Agreement, Customer upgrades, modifies, or adds equipment, Customer shall promptly notify Company and provide Company right of first refusal to provide Services for added equipment. Company maintains the right to inspect any upgrades and modifications to Equipment and/or additional equipment and, in its sole discretion, determine whether equipment is eligible for Service. If approved, the Agreement will be amended to include such changes, including pricing modifications. Unless otherwise agreed to in writing, Customer remains solely responsible for any and all Customer data stored within the Equipment and the removal of such data upon removal of Equipment or termination of this Agreement.

2. **TERM AND PAYMENT.** Except as otherwise provided for herein, this Agreement is non-cancelable and will commence on the start date indicated on the face of this Agreement and remain in effect throughout the Term. In the event the fees herein are included in your lease payment, the Term shall begin on the start date and continue through the expiration/termination of the Lease Agreement. The meter count at installation or, in the case of owned printers, at assessment, will be used for overages calculations. Unless notified in writing sixty (60) days prior to its expiration, this Agreement shall automatically renew for additional one (1) year periods. You agree to pay Company the Minimum Monthly Payment and all other sums when due and payable. The Minimum Monthly Payment entitles you to Services for a specific number and type (i.e. black & white, color, scan) of Print/Copies as identified on the face of this Agreement and will be billed in advance. In addition, you agree to pay the Overage Rate for each Print/Copy that exceeds the applicable number and type of Print/Copies provided in the Minimum Monthly Payment which amount shall be billed in arrears and is payable as indicated on the face of this Agreement. A Print/Copy is defined as standard 3.5"x11" copy (larger size copies may register two meter ticks). No credit will be applied towards unused copies/prints. Your obligation to pay all sums when due shall be absolute and unconditional and is not subject to any abatement, offset, defense or counterclaim. If any payment is not paid within 30 days of its due date, you will pay a late charge not to exceed 7% of each late payment (or such lesser rate as is the maximum allowable by law). Company has the right to withhold service and supplies, without recourse, for any non-payment. Unless otherwise stated on the face of this Agreement, Company may increase the Base Charge and/or the Overage Rates on an annual basis in an amount not to exceed 15%. Company retains the right to have all or some of the amounts due hereunder billed and/or collected by third parties. If Customer requires any specialized billing procedure or invoicing, Company reserves the right to bill an administrative fee not to exceed \$100 per invoice.

3. **TAXES.** Payments are exclusive of all state and local sales, use, excise, privilege and similar taxes. You will pay when due, either directly or to Us upon demand, all taxes, fines and penalties relating to this Agreement that are now or in the future assessed or levied.

4. **WARRANTY:** You acknowledge that the Equipment covered by this Agreement was selected by You based upon your own judgment. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF NON-INFRINGEMENT, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE SPECIFICALLY AND UNRESERVEDLY EXCLUDED. IN PARTICULAR, BUT WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT EQUIPMENT IS SUITABLE FOR PURPOSES INTENDED BY CUSTOMER.

5. **LIMITATION OF LIABILITY:** In no event shall Company be liable for any indirect, special, incidental or consequential damages, including loss of profits, whether based in contract, tort or any other legal theory and regardless of whether Company has notice of the possibility of such damages.

6. **DEFAULT REMEDIES.** Any of the following events or conditions shall constitute an Event of Default under this Agreement: (a) failure to make payment when due of any indebtedness to Company or for the Equipment, whether or not arising under this Agreement, without notice or demand by Company; (b) breach by you of any obligation herein; or (c) if you cease doing business as a going concern. If you default, Company may: (1) require future Services, including supplies to be paid in advance; (2) require you to immediately pay the amount of the remaining unpaid balance of the Agreement; (3) terminate any and all agreements with you; and/or (4) pursue any other remedy permitted in law or in equity. In the Event of Default, remaining payment amounts due will be calculated using the average of the last six months' billing amounts on the face of the Agreement, whichever is greater, multiplied by the remaining months of the Agreement. You agree that any delay or failure of Company to enforce its rights under this Agreement does not prevent Company from enforcing any such right at a later time. All of Company's rights and remedies survive the termination of this Agreement. In the event of a dispute arising out of this Agreement or the Equipment listed herein, should it prevail, Company shall be entitled to collection of its reasonable costs and attorneys' fees incurred in defending or enforcing this Agreement, whether or not litigation is commenced.

7. **ASSIGNMENT:** You may not sell, transfer, or assign this Agreement without the prior written consent of Company. Company may sell, assign or transfer this Agreement.

8. **NOTICES:** All notices required or permitted under this Agreement shall be by registered mail to such party at the address set forth in this Agreement, or at such other address as such party may designate in writing from time to time. Any notice from Company to you shall be effective three days after it has been deposited in the mail, duly addressed. All such notices to Company from you shall be effective after it has been received via registered U.S. Mail.

9. **INDEMNIFICATION:** You are responsible for and agree to indemnify and hold Us harmless from, any and all (a) losses, damages, penalties, claims, suits and actions (collectively, "Claims"), whether based on a theory of contract, tort, strict liability or otherwise caused by or related to Your use or possession of the Equipment; and (b) all costs and attorneys' fees incurred by Us relating to such claim.

10. **FAX EXECUTION:** A faxed or electronically transmitted version of this Agreement may be considered the original and you will not have the right to challenge in court the authenticity or binding effect of any faxed or scanned copy or signature thereon. This Agreement may be signed in counterparts and all counterparts will be considered and constitute the same Agreement.

11. **MISCELLANEOUS:** (a) Choice of Law. This Agreement shall be governed by the laws of the state of Illinois (without regard to the conflict of laws or principles of such states); (b) Jury Trial. YOU EXPRESSLY WAIVE TRIAL BY JURY AS TO ALL ISSUES ARISING OUT OF OR RELATED TO THIS AGREEMENT; (c) Entire Agreement. This Agreement constitutes the entire agreement between the parties with regards to the subject matter herein and supersedes all prior agreements, proposals or negotiations, whether oral or written; (d) Enforceability. If any provision of this Agreement is unenforceable, illegal or invalid, the remaining provisions will remain in full force and effect; (e) Amendments. This Agreement may not be amended or modified except by a writing signed by the parties; provided you agree that we are authorized, without notice to you, to supply missing information or correct obvious errors provided that such change does not materially alter your obligations; (f) Force Majeure. Company shall not be responsible for delays or inability to service caused directly or indirectly by strikes, accidents, climate conditions, parts availability, unsafe travel conditions, or other reasons beyond our control; (g) Company has the right to modify/correct any clerical errors.

Initial _____

COST COMPARISON - Printer/Copier Replacement 2019

	Printers cost	Printer Cost Adjusted (1)	Monthly Maintenance (2, 3, 4)	Year 1 Maintenance	Year to Date Year 1 - Printers and Maintenance Total	Year 2 Maintenance (3)	Year to Date Year 2 - Printers and Maintenance Totals	Year 3 Maintenance (3)	Year to Date Year 3 - Printers and Maintenance Totals	Total Savings YTD Year 3
MW	\$ 59,000.00	\$ 54,500.00	\$ 1,375.00	\$ 16,500.00	\$ 71,000.00	\$ 17,325.00	\$ 88,325.00	\$ 18,191.25	\$ 106,516.25	
Co oP	\$ 46,000.00	\$ 46,000.00	\$ 2,152.00	\$ 25,824.00	\$ 71,824.00	\$ 25,824.00	\$ 97,648.00	\$ 25,824.00	\$ 123,472.00	
Savings		\$ (8,500.00)			\$ 874.00		\$ 9,677.00		\$ 16,955.75	\$ 27,102.75

- 1 - Co oP does not offer the recommended C8070 model and did not include a smaller Black and White printer for the Records area
Cost to upgrade is \$3,500 and \$1000 for the smaller printer which was subtracted from MW estimate to provide an exact one on one comparison
Model C8070 is 25% faster and a more durable printer than the C8055 Co-Op quoted.
- 2 - Co oP Maintenance does not offer pool total number of pages - MW offers a better plan
- 3 - MW Maintenance is capped at no more than %5 increase per year and is included in this justification
- 4 - Savings calculated over 3 years, CoOp did not include maintenance beyond 3 years

