



12 South Center Street
Bensenville, IL 60106

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VILLAGE BOARD

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Frank DeSimone

Board of Trustees

Rosa Carmona

Ann Franz

Marie T. Frey

McLare Lomas

Nicholas Panicola Jr.

Armando Perez

Village Clerk

Nancy Quinn

Village Manager

Evan K. Summers

May 5, 2020

Mr. Rick Polster
Regal Business Machines
PolsterR@regal-biz.com

Re: April 29, 2020 FOIA Request

Dear Mr. Polster:

I am pleased to help you with your April 29, 2020 Freedom of Information Act ("FOIA"). The Village of Bensenville received your request on April 29, 2020. You requested copies of the items indicated below:

"I'd like to request copies of current copier contracts for both the lease and the maintenance as well as any recent maintenance invoices."

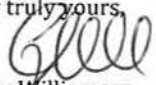
After a search of Village files, the following information was found responsive to your request:

- 1) Village of Resolution No. R-105-2019. (11 pgs.)

These are all the records found responsive to your request.

Do not hesitate to contact me if you have any questions or concerns in connection with this response.

Very truly yours,


Corey Williamsen
Freedom of Information Officer
Village of Bensenville

RESOLUTION NO. R-105-2019

RESOLUTION AUTHORIZING A CONTRACT WITH CDS OFFICE TECHNOLOGIES FOR THE MAINTENANCE OF PRINTERS WITHIN THE VILLAGE FROM OCTOBER 1, 2019 THROUGH APRIL 30, 2021 IN THE AGGREGATE AMOUNT OF \$21,770.58

WHEREAS, the VILLAGE OF BENSENVILLE (hereinafter the "VILLAGE") is a municipal corporation established and existing under the laws of the State of Illinois pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*; and

WHEREAS, the VILLAGE is empowered to make all agreements, contracts, and engagements, and to undertake other acts as necessary, in the exercise of its statutory powers; and

WHEREAS, the President and Board of the Village Trustees have determined it reasonable and necessary for the Village to enter into an agreement with CDS Office Technologies for maintenance services for the Village's printers and copiers for the period from October 1, 2019 through April 30, 2021; and

WHEREAS, CDS Office Technologies had provided the lowest, qualified bid for these services dated September 9, 2019 that provides for monthly fees of \$1,145.82, for a total contract cost of \$21,770.58.

NOW, THEREFORE BE IT RESOLVED by the President and the Board of Trustees of the Village of Bensenville, Counties of DuPage and Cook, Illinois. As follows:

SECTION ONE: That the recitals set forth above are incorporated herein and made a part hereof.

SECTION TWO: That the Village Board hereby authorizes the Village Manager to enter into an Equipment Maintenance Agreement with CDS Office Technologies for the maintenance of the Village printers and copiers from October 1, 2019 through April 30, 2021 in the aggregate amount of \$21,770.58.

SECTION THREE: That this Resolution shall take effect immediately upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and Board of Trustees of the Village of Bensenville, Illinois this 24th day of September 2019.

APPROVED:


Frank DeSimone, Village President

ATTEST:


Nancy Quinn, Village Clerk

AYES: Carmona, Franz, Frey, Lomax, Panicola

NAYS: None

ABSENT: Perez



Proposal

Village Of Bensenville

RFP- Printer Maintenance Contract Services
Bid Number #IT_080619

The contents of this proposal are a confidential trade secret information and intended for the use of Village Of Bensenville only. The contents herein may not be reproduced without the specific written permission of CDS Office Technologies. This is a proposal only and informative in nature. Actual contract terms and conditions, as well as final pricing, will be submitted upon your request.

Pricing in this proposal is good 30 days from September 9, 2019

For: Julie McManus
By: Morgan McDonnell

Date: September 9, 2019

www.cdsot.com



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September 9, 2019

Julie McManus
Village Of Bensenville
711 E Jefferson
Bensenville, IL 60106

Julie,

Thank you for considering CDS Office Technologies to help you in your upcoming multifunction printer service and support decision.

When selecting an office communications support organization, there are many variables to consider:

- The Equipment Supplier and their ability to support the solutions offered
- Ability to supply and support aging equipment
- Ongoing Support costs.

In addition, you have your own criteria when making a long-term business decision.



We hope we have performed at a high level of satisfaction supporting the MFPs/Printer fleet the past 5 years for the Village of Bensenville

We appreciate the opportunity to propose our solution to continue working with and supporting the Village Of Bensenville.

Sincerely,

Morgan McDonnell
CDS Office Technologies



About CDS Office Technologies

CDS Office Technologies has been developing solutions for office environments in Illinois and Missouri for over 47 years. Our goal is to work with you to come up with a plan to connect you with the right technology to fit your business.

We have developed strong partner relationships with Tier 1 manufacturers including:



CDS Office Technologies

CDS Office Technologies is committed to total customer satisfaction. We deliver best-of-breed technology solutions designed to assist our clients in building, expanding, and optimizing their office environment. Our goal is to provide the highest quality products and solutions in the industry, and in the most cost-effective manner.



About Village Of Bensenville

Every business is different and we strive to meet your individual needs with our expertise in business solutions. We strongly believe any solution for your environment needs to be co-created, and begins with you. Below you will find a summary of your current situation as well as your goals and objectives for making a decision.

Your Current Environment

This is a snapshot of your current situation including equipment, volumes and any problems you want to address or areas we want to bring to your attention:

1. Have aging Konica Minolta and Lexmark Fleet
2. Installed 2014
3. Average annual volumes approximately 750,000 mono / 250,000 color prints
4. Want to keep support until change in 2021

See Appendix – A for the complete list of equipment to support.



Proposed Service and Supply Solution for Village Of Bensenville

<u>Qty</u>	<u>Equipment</u>	<u>Description</u>
52	MFP and Printers Mono and Color	16 - Lexmark M3150 Laser Printer 10 - Lexmark XM3150 Laser FP 11 - Lexmark CX748de Color Laser Printer 7 - Konica Minolta bizhub C454e Color MFP 4 - Konica Minolta bizhub C364 Color MFP 2 - Konica Minolta bizhub 284e MFP 1 - Lexmark MS810de Laser Printer 1 - HP LaserJet 4350 Printer

Service and Supplies Agreement:

This agreement covers all parts, labor, and supplies except paper and staples. It is billed at \$1,145.82/month, and it includes 62,500 black prints and 20,834 color prints per month. Additional black prints are billed monthly at \$0.005 each and additional color prints are billed at the rate of \$0.04 each. Overages can be billed Monthly, Quarterly or Semi-Annually.

CDS Assurances

1. CDS guarantees a 4-hour maximum response time to all emergency service calls.
2. CDS guarantees the performance of its lease machines. As long as the device is maintained by CDS under a preventive maintenance contract, CDS will replace any copier or multi-function device that consistently fails to meet its customer's reasonable expectations, over the life of the original lease agreement

CDS Office Technologies will provide Setup, Delivery, Installation, and Training, including

- Print drivers for each workstation
- Scan to Email, Scan to Desktop for each workstation
- Free On-site training as needed for the life of the original lease
- **Access to CDS' Managed Support Team**
- The service and supply agreement includes Email Reporting of monthly meter reads and toner levels
 - We will automatically ship toner before it runs out
 - We will automatically collect monthly meter reads



What CDS Delivers

Our Solutions

As a diversified solutions provider, CDS Office Technologies offers a wide range of business solutions to fit your needs which include the following:

Print Solutions

- Multifunction Copiers, Printers and Scanners
- Managed Print Services

Online Services

- Complete Catalog of Office Technology Products, Supplies and Services

Network & Security Assessments

- Full Service Network Scanning and Security Audits

Managed Network Services

- Proactive Protection of Your Network, Data and Applications

IT Solutions

- Servers, PC's, Laptops, Tablets and more

Public Safety

- License Plate Recognition
- Mobile Ruggedized Computers
- Body Cameras

Business Continuity Solutions

- Cloud Data Storage, Disaster Recovery

Storage Solutions

- Industry Leading Storage Solutions

Voice Solutions

- Voice over IP Telephony Products
- Wireless Networks/Mobility Solutions

Other Supplies and Furniture

- Over 40,000 Supply Items On-line
- Next Day Delivery



EQUIPMENT MAINTENANCE AGREEMENT (All Supplies Included)

Effective Date 10-01-19 to 4-30-2021

Renews Annually

This Equipment Maintenance Agreement is entered into by and between CDS Office Technologies and
Village of Bensenville

CUSTOMER INFORMATION

Customer Name Village of Bensenville Contact Julie McManus, Finance Director
Billing Address 12 S. Center Street City Bensenville State IL Zip 60106
Contact Email JMcManus@bensenville.il.us Telephone/Fax Number 630-350-3485

EQUIPMENT INFORMATION

MAKE/MODEL	SERIAL #	INITIAL METER	EQUIPMENT LOCATION
See Appendix A for Models			
Aggregate billing for all models listed in Appendix A.			

MAINTENANCE SERVICE PLAN RATES

Payment Terms: Net 10 Days

- ☐ Plan 1 Full Service Maintenance: B & W Copiers and MFP Units. Per Machine this agreement covers all parts, labor, supplies, except paper and staples. The plan is based on a rate of \$ _____ / Month and includes _____ copies/ _____ . Usage over _____ copies/ Year will be billed at \$ _____ /copy.
- ☒ Plan 2 Color MFP and Copier Service Program. Per Machine this agreement covers all parts, labor and supplies, except staples and paper. The plan is based on a rate of \$ 1,145.82 / Month and includes 62,500 black copies/ and/or 20,834 color copies/ Month . Black copies/prints are billed at \$.005 /copy. Color copies/prints are billed at \$.04 /copy.
- ☐ Plan 3 Annual Fax/Printer/Panaboard/Scanner Contracts. Annual Agreement Rate _____.
- ☐ Plan 4 Scan Program. This plan agreement covers scans at \$.0025.

NOTES:

This agreement is good for 1 1/2 years billed monthly at \$1,145.82 and based on 750,000 black and 250,000 color annual prints.

ALL CONTRACTS ARE SUBJECT TO A FUEL SURCHARGE. SHIPPING AND HANDLING CHARGES FOR SUPPLIES ARE BILLED SEPARATELY. THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF AND ANY SCHEDULE(S) ARE A PART OF THIS AGREEMENT AND CUSTOMER ACKNOWLEDGES THAT IT HAS READ THE SAME. When this Agreement is signed by Customer and CDS, it shall constitute a binding agreement between Customer and CDS, subject to credit approval.

ACCEPTANCES

CDS Office Technologies

Morgan McDonnell 9-9-19
Authorized CDS Signature Date

CDS Corporate Officer Date

Rev. 8/11

Customer

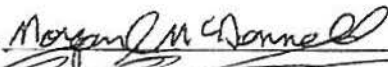
[Signature] 9/24/19
By Date

Village Manager
Title P.O. Number

Terms and Conditions

1. **GENERAL.** Pursuant to the terms and conditions of this agreement, CDS OFFICE TECHNOLOGIES agrees to provide Maintenance Services to Customer as described on the face of this agreement and as necessitated by the normal use of the Equipment. CDS OFFICE TECHNOLOGIES will provide Customer with the parts, supplies and consumables indicated on the face of this Agreement. If CDS OFFICE TECHNOLOGIES is not required to provide parts, supplies or consumables to Customer pursuant to this Agreement, Customer shall be responsible for maintaining an adequate inventory of parts, supplies and consumables, which meet manufacturer's specifications. CDS OFFICE TECHNOLOGIES will not be obligated to provide Maintenance Services if the Equipment and/or its parts and accessories (e.g. drum) are damaged by (a) abuse, misuse or negligent acts, (b) failures of Customer Provided hardware and software, (c) power surges or failures, (d) an operating environment not in conformance with the manufacturer's specifications for electrical power, air quality, humidity or temperature, (e) events other than normal wear and tear, (f) acts of God or natural disasters, (g) water, (h) spillage of liquids, (i) foreign objects such as paper clips, tools and jewelry, (j) the use of unauthorized parts, supplies, components or consumables, or (k) personal not authorized by CDS OFFICE TECHNOLOGIES. If CDS OFFICE TECHNOLOGIES elects to provide Maintenance Services to correct such damage, Customer shall be invoiced at CDS OFFICE TECHNOLOGIES's then current rates. Customer is obligated to inform CDS OFFICE TECHNOLOGIES when preventive maintenance is due. Repeated failure to notify CDS OFFICE TECHNOLOGIES when preventive maintenance is due may result in damage to the Equipment and additional charges.
2. **PRE-INSPECTION.** The parties agree that the Equipment is subject to an inspection prior to the commencement of this Agreement. The parties further agree that the EQUIPMENT IS TO BE IN GOOD WORKING CONDITION PRIOR TO THE COMMENCEMENT OF THIS AGREEMENT. If the Equipment is not in good working condition, CDS OFFICE TECHNOLOGIES shall have the right to either terminate the Agreement effective immediately or charge Customer for the labor, parts and other items necessary to get the Equipment in good working condition.
3. **FEES.** The fees for Maintenance Service under this Agreement shall be the amount set forth on the face of this Agreement. If payment terms are not set forth on the face of this Agreement, Customer shall pay maintenance charges in accordance with the payment terms set forth on the applicable invoice. If the Number of Copies per Invoice Cycle set forth on the face of this Agreement is exceeded, Customer shall be obligated to pay for all copies in excess of the Number of Copies per Invoice Cycle at a rate equal to the Excess Copy Charge set forth on the face of this Agreement. All fees charged by CDS OFFICE TECHNOLOGIES pursuant to this Agreement are exclusive of all taxes, duties and similar fees now in force or enacted in the future ("Taxes"). If CDS OFFICE TECHNOLOGIES is required to pay any Taxes in connection with this agreement, other than Taxes based on CDS OFFICE TECHNOLOGIES's net income, such Taxes will be invoiced to and paid by Customer. All orders for supplies are subject to a delivery surcharge. Emergency supply orders may be subject to an additional charge. All payments are non-refundable. All contracts are subject to a fuel surcharge.
4. **SERVICE CALLS.** Service calls to perform Maintenance Services shall be made during CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services at the Equipment location set forth on the face of this Agreement. Travel and labor time for service call's after CDS OFFICE TECHNOLOGIES's normal business hours for the provision of maintenance services shall be charged at overtime rates in effect at the time of the service call. When in its sole discretion, CDS OFFICE TECHNOLOGIES determines that an in-house (shop) reconditioning of the Equipment is necessary, CDS OFFICE TECHNOLOGIES shall submit to Customer an estimate of the needed repairs and the costs thereof. Such costs shall be in addition to the charges payable under this agreement. If the Customer does not authorize such reconditioning, CDS OFFICE TECHNOLOGIES may immediately terminate this Agreement upon written notice to Customer.
5. **TRAINING.** CDS OFFICE TECHNOLOGIES shall provide Customer with key operator training regarding the use and care of the Equipment. Customer shall ensure that all individuals using the Equipment are properly trained to use the Equipment. Customer shall be charged for any service call or damage to the Equipment resulting from misuse of the Equipment by untrained individuals.
6. **RELOCATION.** CDS OFFICE TECHNOLOGIES shall provide Maintenance Services for the Equipment at the location on the face of this Agreement. If Customer relocates the Equipment within CDS OFFICE TECHNOLOGIES's service area and desires to continue Maintenance Service, the Customer shall be subject to additional charges based upon the distance to Customer's new location and labor charges. If Customer relocates the Equipment outside of CDS OFFICE TECHNOLOGIES's service area, CDS OFFICE TECHNOLOGIES shall have the right to immediately terminate this Agreement upon written notice to Customer. Customer shall be responsible for any relocation and/or re-installation charges for the Equipment at its new location.
7. **CUSTOMER OBLIGATIONS.** Customer agrees to provide a suitable place for use of the Equipment (including suitable electric service) as specified by the manufacturer. Customer will provide adequate facilities for use by the maintenance personnel in connection with the provision of the Maintenance Services. These facilities will be within a reasonable distance of the Equipment to be serviced and will not be provided at any charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of Equipment. Customer agrees to pre-order needed supplies & allow 3-5 business days for order processing & delivery. Customer will be charged a shipping & handling charge for each order placed. The per impression charge and overage per impression charge are based upon an 8 1/2" by 11" letter size impression with an average 5% image fill, or its equivalent. If CDS personnel determine that Customer has used 15% more consumable supplies than normal (as determined by the manufacturer's specifications) to produce copies or prints, customer agrees to pay CDS an amount from time to time which may offset such usage. Customer also agrees that supplies consumed in the course of service performed by CDS OFFICE TECHNOLOGIES personnel are non-recoverable & replenishment of such supplies is the sole responsibility of the customer. Customer agrees to provide CDS OFFICE TECHNOLOGIES with meter readings as needed and to accept estimated meter readings based on service history for billing purposes. Customer agrees to pay at published rates for support required for printer applications or network service, not covered by this agreement. Customer also agrees to pay an additional .0025 cents per scan when the number of scans exceeds monthly clicks.
8. **TERM AND TERMINATION.** This agreement shall become effective (the "Effective Date") upon its acceptance by CDS OFFICE TECHNOLOGIES, credit approval by CDS OFFICE TECHNOLOGIES and Customer's payment of all applicable charges and fees. This Agreement will automatically be renewed each year at the prevailing CDS rates & conditions in effect at the time of renewal unless cancelled in writing on thirty (30) days written notice. Either party may terminate this Agreement at anytime upon thirty (30) days written notice to the other party. Customer's payment obligations hereunder shall survive the expiration and/or termination of this Agreement.
9. **BREACH OR DEFAULT.**
 - (a) If Customer does not pay all charges for Maintenance Services as provided hereunder, promptly when due: (i) CDS OFFICE TECHNOLOGIES may (A) refuse to service the Equipment, (B) furnish service on a "Per Call" basis, and/or (C) immediately terminate this Agreement upon written notice to Customer, and (ii) Customer agrees to pay all costs and expenses of collection, including, without limitation, applicable legal fees.
 - (b) If customer uses parts or supplies which are defective or not acceptable for the use in the Equipment, and cause abnormally frequent service calls or service problems or damage to the Equipment, then CDS OFFICE TECHNOLOGIES may, at its option, (i) charge Customer at its then current rates for such service and/or damage or (ii) immediately terminate this Agreement upon written notice to Customer. It is a condition of this Agreement, however, that the customer use only manufacturer approved parts or supplies.
 - (c) Customer declaring any form of bankruptcy will immediately terminate this contract.
10. **NO WARRANTY AND LIMITATION OF LIABILITY.**
 - (a) CDS OFFICE TECHNOLOGIES makes no warranty whatsoever with respect to the Maintenance Services, parts, supplies and consumables supplied hereunder and DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR USE OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. This warranty allocates the risks of loss occasioned by failure of parts, supplies or consumables or failure in Maintenance Services between CDS OFFICE TECHNOLOGIES and Customer, as authorized by the Uniform Commercial Code and other applicable law.
 - (b) CDS OFFICE TECHNOLOGIES SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OR IN CONNECTION WITH THIS AGREEMENT OR ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR ANY OTHER LEGAL THEORY. Such damages include, but are not limited to, loss of profits or revenue, loss of use of the Equipment or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services, downtime costs or claims of customers of Customer for such damages.
11. **ASSIGNMENT.** Customer shall not assign this Agreement without the prior written consent of CDS OFFICE TECHNOLOGIES. Any attempt by Customer to assign or transfer any of the rights, duties or obligations hereunder shall be null and void.
12. **MISCELLANEOUS.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to its body of law relating to its conflicts of law. Customer shall not participate in the transfer by any means of any commodity or technical data acquired from CDS OFFICE TECHNOLOGIES in violation of U.S. export laws. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements, written or oral, regarding such subject matter. This Agreement may not be modified except in a writing signed by duly authorized representatives of CDS OFFICE TECHNOLOGIES and Customer. In the event that any purchase order, acceptance or other purchasing form or document is used in connection with the purchase of maintenance pursuant to the provisions of this Agreement, then, notwithstanding any provisions therein contained to the contrary, the terms of all such documents shall be governed by the provisions of this agreement, and any terms thereof which are inconsistent with, different from or in addition to the provisions of this agreement, shall be null and void and shall have no force or effect whatsoever. The headings and titles of this Agreement are inserted only for convenience and shall not affect the interpretation or construction of any provisions hereunder. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original. Customer specifically agrees that NO OTHER representation, constitutions, or warranties other than those set forth specifically in writing herein have been made. Contract changes are not valid until approved by CDS Office Technologies senior management (President or Vice President) and confirmed in writing back to the customer.

Authorized CDS Signature



Date

9-9-19

Customer Signature



Date

9/24/19