

VILLAGE OF VERNON HILLS

ORDINANCE NO. 2020-088

AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A  
REPLACEMENT RICOH MULTIFUNCTION DEVICE AND MAINTENANCE FOR THE  
PUBLIC WORKS DEPARTMENT AT A COST NOT TO EXCEED \$8,200.00

THE 11<sup>th</sup> DAY OF AUGUST 2020

Published in pamphlet form by the Authority of the  
President and Board of Trustees of the Village of  
Vernon Hills, Lake County, Illinois, this  
12<sup>th</sup> Day of August 2020

**VILLAGE OF VERNON HILLS  
ORDINANCE 2020-088**

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REPLACEMENT RICOH MULTIFUNCTION DEVICE AND MAINTENANCE FOR  
THE PUBLIC WORKS DEPARTMENT AT A COST NOT TO EXCEED \$8,200.00**

**WHEREAS**, the Village of Vernon Hills, County of Lake, State of Illinois (*“the Village”*) is a duly organized and existing municipality and unit of local government created under the provisions of the laws of the State of Illinois, and is operating under the provisions of the Illinois Municipal Code; and

**WHEREAS**, the current Toshiba multifunction copier/scanner/printer device is past end of life cycle and is not covered under the Village’s Master Maintenance Agreement; and

**WHEREAS**, the Public Works Department desires to replace a standalone fax device that is no longer supported; and

**WHEREAS**, Impact Networking is an approved vendor in the U.S. Communities cooperative purchasing program and is the current holder of the Village’s Master Maintenance Agreement; and

**WHEREAS**, the Village has budgeted money in FY 20/21 for the purchase and funding is available; and

**WHEREAS**, replacing the devices will allow for improved operational functionality, efficiency, and recurring cost savings;

**NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND  
BOARD OF TRUSTEES OF THE VILLAGE OF VERNON HILLS, LAKE  
COUNTY, ILLINOIS, AS FOLLOWS:**

**SECTION 1: EXECUTION OF AGREEMENT:** The Village Manager is hereby authorized to execute all required documents to purchase the Ricoh Multifunction device and add it to the Master Maintenance Agreement from Impact Networking at a price not to exceed \$8,200.00.

**SECTION 2: AUTHORIZATION & RELEASE OF PAYMENT:** The Finance Director is hereby authorized to make payment to Impact Networking amount not to exceed \$8,200.00 per the attached order in Exhibit A.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall be in full force and effect from its passage and approval.

**SECTION 4: ORDINANCE NUMBER:** This Ordinance shall be known as Ordinance Number 2020-088.

Dated the 11<sup>th</sup> day of August, 2020.

Adopted by roll call votes as follows:

AYES: 5 – Takaoka, Oppenheim, Marquardt, Schultz, Koch

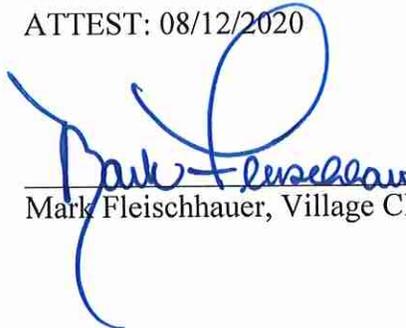
NAYS: 0 - None

ABSENT AND NOT VOTING: 1 - Byrne



  
\_\_\_\_\_  
Roger L. Byrne, Village President

PASSED: 08/11/2020  
APPROVED: 08/11/2020  
ATTEST: 08/12/2020

  
\_\_\_\_\_  
Mark Fleischhauer, Village Clerk

**ORDINANCE 2020-088**  
**EXHIBIT A: Impact Order**



Impact Networking, LLC

13875 West Boulton Blvd.  
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax  
www.ImpactNetworking.com

**Sales Order**

**Invoice to:**

Village of Vernon Hills

COMPANY NAME

James Dunning

CONTACT

290 Evergreen Dr.

ADDRESS

Vernon Hills, IL 60061

CITY / STATE / ZIP

847-367-3700

PHONE

FAX

jdunning@vhills.org

EMAIL

**Ship to:**

COMPANY NAME

CONTACT

ADDRESS

CITY / STATE / ZIP

PHONE

FAX

EMAIL

All Purchases are 50% down, 50% upon delivery  Purchase  Lease

**Equipment Information**

Quantity	Product Number	Description	Unit Cost	Amount
1	Ricoh IM C2500	Print/Copy/Scan/Fax/Booklet/Staple/Punch		

No terms or conditions, express or implied, are authorized unless they appear on "original" of this order. This order includes the terms and conditions appearing hereon and on the reverse side hereof, and buyer agrees to be bound thereby. No modifications or additions thereto shall be binding upon Impact unless expressly consented to in writing by the president of Impact Networking LLC. All prices in effect for 30 days from Impact authorized signature date.

Subtotal	\$8,169.60
Tax	Exempt
Freight	Included
Total	

**Notes**

Includes Delivery, Setup, Configuration, Installation, Training

**Authorization**

IMPACT AUTHORIZED SIGNATURE

Frank T Cucco  
PRINTED NAME CEO

7/22/2020  
DATE

CUSTOMER AUTHORIZED SIGNATURE

Mark Fleischhauer  
PRINTED NAME

8/12/20  
DATE

For Office Use Only

CUSTOMER NUMBER ORDER NUMBER DATE ORDERED DATE REQUIRED SHIP VIA REP



## Impact Networking, LLC

13875 West Boulton Blvd.  
Lake Forest, Illinois 60045

866.652.0082 / 847.785.2251 fax  
www.ImpactNetworking.com

### Sales Order Terms and Conditions

1. This order shall not be binding on Impact Networking, LLC until approved by a duly authorized representative of Impact Networking, LLC.
2. Delivery to the place of shipment specified herein shall constitute delivery to Buyer. All risks of loss or damage in transit to the place of shipment specified herein shall be borne by Impact.
3. Impact Networking, LLC 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. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining installments.
4. Terms of payment for each shipment are 50% with order 50% on delivery. Buyer agrees to pay Impact Networking, LLC for all costs and expenses, including attorney fees, incurred by Impact Networking, LLC in establishing or enforcing its rights hereunder.
5. Impact Networking, LLC reserves the right at any time to revoke any credit extended to Buyer because of Buyer's failure to pay for any goods when due or for any other reason deemed good and sufficient by Impact.
6. Impact Networking, LLC shall not be liable for failure to deliver or delays in delivery occasioned by causes beyond Impact's control including without limitation strikes, lockouts, other labor difficulties, fires, embargoes, war or other outbreak of hostilities, inability to obtain equipment, supplies or shipping space, machinery breakdowns, delays of carriers or suppliers, governmental acts and regulations, and other causes beyond Impact's control.
7. Impact Networking, LLC warrants that all goods covered by this order when delivered to Buyer will be of merchantable quality and free from defects in workmanship and material for a period of 30 days from delivery under normal use and conditions. Impact's obligation hereunder is expressly limited to the repair or replacement (at Impact Networking, LLC's election) of such defective parts as are returned to Impact, freight prepaid, within the warranty period and which are proven to be defective by Impact. If not repaired or replaced by Impact, Impact Networking, LLC's liability shall be limited to the stated selling price of such returned parts which are defective. This warranty does not extend to any goods which have been subject to misuse, neglect or accident, nor does it extend to any goods which have been repaired or altered other than by Impact Networking, LLC. Other repairs not under warranty will be at such cost as Impact Networking, LLC may from time to time generally establish. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED. IMPACT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES CAUSED BY ANY REASON.
8. All claims of Buyer relating to the goods covered by this order shall be deemed waived unless made in writing and delivered to Impact within ten days after receipt of goods by Buyer.
9. In the event of a claim or litigation relating to the subject matter of this Agreement, in the event that Impact Networking, LLC prevails, the customer/buyer/lessee shall reimburse Impact Networking, LLC for all attorney fees and costs resulting therefrom.
10. This Agreement shall be governed by and construed exclusively according to the internal laws of the State of Illinois.
11. 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. Buyer represents and warrants that no representation or warranty of any kind has been made by Impact except as specifically set forth in this Agreement. Impact Networking, LLC shall not be bound by any modification or waiver of this Agreement unless agreed to in writing by the president of Impact Networking, LLC.



AFFIDAVIT OF SERVICE

STATE OF ILLINOIS     )  
  )  
COUNTY OF LAKE     )

I, MARK FLEISCHHAUER, BEING FIRST DULY APPOINTED, DEPOSES AND SAYS ON OATH THAT AS VILLAGE CLERK OF THE VILLAGE OF VERNON HILLS, HE DID CAUSE THE FOREGOING CERTIFICATE FOR ORDINANCE NO. 2020-088 – AN ORDINANCE AUTHORIZING AND APPROVING THE PURCHASE OF A REPLACEMENT RICOH MULTIFUNCTION DEVICE AND MAINTENANCE FOR THE PUBLIC WORKS DEPARTMENT AT A COST NOT TO EXCEED \$8,200.00 TO BE POSTED IN THE VILLAGE HALL AS REQUIRED BY LAW FROM AUGUST 12, 2020 TO AUGUST 26, 2020.

  
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Mark Fleischhauer  
Village Clerk

SUBSCRIBED AND SWORN TO BEFORE  
THIS 26<sup>th</sup> DAY OF AUGUST 2020

  
\_\_\_\_\_  
Notary Public

