

ORDINANCE NO. 2018-56

AN ORDINANCE RATIFYING THE EXECUTION OF
A PRODUCT LEASE AGREEMENT AND AN ONLINE SERVICES AND SOFTWARE
AGREEMENT FOR THE LEASE AND MAINTENANCE OF A POSTAGE MACHINE

PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
THIS 6TH DAY OF AUGUST, 2018

Published in pamphlet form by
Authority of the Corporate
Authorities of Elmwood Park, Illinois
the 6th day of August, 2018

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WHEREAS, Section 2-110(a) of the Village Code of the Village of Elmwood Park authorizes the corporate authorities of the Village of Elmwood Park (“Village”) to waive, by two-thirds vote of all trustees then holding office, the competitive bidding requirements of Section 2-110(c) of the Village Code; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive the requirement of Section 2-110(c) to obtain at least two written estimates from vendors and to ratify the execution of a Product Lease Agreement with Mail Finance, Inc., (“Mail Finance”) and an Online Services and Software Agreement with Neopost USA, Inc., (“Neopost”) for the lease and maintenance of a postage machine and postage software described in the Product Lease Agreement (the “Equipment”), and to ratify the execution of an Addendum to the Agreements between the Village, Mail Finance and Neopost.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Elmwood Park, Cook County, Illinois, as follows:

Section 1. The corporate authorities of the Village hereby waive the requirement of Section 2-110(c) to obtain a minimum of two written estimates and hereby ratify the Village Manager’s execution of a Product Lease Agreement with Mail Finance, Inc. and a Postage Meter Rental Agreement, an Online Services and Software Agreement and a Maintenance Agreement with Neopost USA, Inc. for the lease and maintenance of the Equipment, a copy of which is attached hereto as Exhibit “A” and made a part hereof, and the corporate authorities hereby ratify the Village Manager’s execution of an Addendum to Agreements between the Village, Mail


Finance, Inc. and Neopost USA, Inc., a copy of which is attached hereto as Exhibit "B" and made a part hereof.

Section 2. The ratification of the execution of the agreements between the Village and Mail Finance, Inc. and the Village and Neopost USA, Inc. and the addendum to such agreements are subject to Mail Finance, Inc. and Neopost USA, Inc. executing the Contractor's Certification Form, attached hereto as Exhibit "C" and made a part hereof.

Section 3. This Ordinance shall be in full force and effect upon its adoption as provided by law.

ADOPTED this 6th day of August, 2018.

AYES:	<u>7</u>
NAYS:	<u>0</u>
ABSENT:	<u>0</u>


VILLAGE PRESIDENT

ATTEST:


VILLAGE CLERK

EXHIBIT "A"

**PRODUCT LEASE AGREEMENT, POSTAGE METER RENTAL AGREEMENT,
ONLINE SERVICES AND SOFTWARE AGREEMENT
AND MAINTENANCE AGREEMENT**

118072826

MailFinance
A Neopost USA Company

**Product Lease Agreement
with Meter Rental Agreement**

Section (A) Office Information

Office Number	Office Name	Phone #	Date
2870	Neopost Great Lakes District	(630) 238-7800	07/24/2018

Section (B) Billing Information

Company Name	Village of Elmwood Park		
DBA			
Billing Address	11 Conli Parkway		
City State Zip+4	Elmwood Park	IL	60707
Contact Name	Kim Parilli	Phone	(708) 462-3914
Contact Title	Administrative	Fax	
Email Address	kparilli@elmwoodpark.org	PO #	

Section (C) Installation Information (If different from billing information)

Company Name	Village of Elmwood Park		
Installation Address	11 Conli Parkway		
City State Zip+4	Elmwood Park	IL	60707
Contact Name	Kim Parilli	Phone	(708) 462-3914
Contact Title	Administrative	Fax	
Email Address	kparilli@elmwoodpark.org		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IS460RSHMWP300S	IS Series 460 Remanufactured Base w/Mixed Size Feeder, Sealer, Drop Tray, ISWP30 & ISDS4RM.
1	NSADVTRAIN	NeoShip ADV Train-Install
1	DT-ECERT	e-Certify Configuration Fee
1	DT-ECERT600AS	e-Certify Subscription - Level 1 (up to 600 e-Certs per year).
1	ECERTIFY-PRN-USB	Brother TD-4000 Label Printer (USB Only)

Section (E) Lease Payment Information & Schedule

Tax Status: <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt Certificate attached Billing Frequency: <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually Billing Method: <input checked="" type="checkbox"/> Standard	Number of Months First: 63	Monthly Payment (Plus applicable taxes) \$364.11
	Current Lease Number: <input type="checkbox"/> ACH (Customer to submit authorization form)	

Supply Auto Ink Order - Requires NeoFunds/TotalFunds

Section (F) Postage Meter & Postage Funding Information

Meter Model	IS460AI	Machine Model	IS460RSHMWP
Postage Funding Method: <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form)		Postage Funding Account: <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input checked="" type="checkbox"/> New <input type="checkbox"/> Existing Existing Account Number:	

Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10) <input type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoState) <input type="checkbox"/> Online E-Services iMeter™ App (SP30) <input checked="" type="checkbox"/> NeoShip ADVANCED - Requires NeoFunds/TotalFunds (NEOSHIPADV) <input checked="" type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES) <input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service <input checked="" type="checkbox"/> Maintenance - Standard <input checked="" type="checkbox"/> Installation/Training <input type="checkbox"/> Software Support
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Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless initialed here _____

This document consists of a Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), Maintenance Agreement, and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Commercial-Equipment-Lease-Terms-USPS-Direct-v4-18), which are also available at <https://www.neopost.com/terms/commercial-equipment-lease-terms-usps-direct-v4-18.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature: [Redacted] Paul A. Volpe, Village Manager Date Accepted: 7/25/18

Accepted by Neopost USA and its Affiliates: [Redacted] Date Accepted: 11/16/2018

EXHIBIT "B"

ADDENDUM TO AGREEMENTS

ADDENDUM TO AGREEMENTS

This Addendum to Agreements is by and between MailFinance Inc. ("MailFinance"), Neopost USA Inc. ("Neopost USA") and <Add Customer Name> ("Customer") with reference to the following:

A. MailFinance and Customer are entering into a Product Lease Agreement (the "Lease"), pursuant to which MailFinance will lease products to Customer.

B. Concurrently herewith, Neopost USA and Customer are entering into an Online Services and Software Agreement (the "OSS Agreement") pursuant to which Neopost USA will make certain other services available to Customer.

C. Any defined term used herein shall have the same meaning as in the Lease, or the OSS Agreement.

In consideration of the mutual covenants contained herein, and in the Lease, and the OSS Agreement, the parties agree to amend the OSS Agreement as follows:

1. Section 2, titled "License Grant and Additional Terms" is hereby amended to add the following to the end of this section: "Your use of the Services is limited to the number of Electronic Certified Mail pieces (each an "eCert") indicated on the Order Form ("Annual Volume Limit"). In the event You exceed the Annual Volume in any year, You agree to pay an overage charge for each eCert used over the Annual Volume Limit as outlined below (the "Overage Charge"). The Overage Charge will be determined as a product of the number of eCerts You process in excess of the Annual Volume Limit multiplied by the Overage Charge associated with tier for the excess as set forth below:"

Annual Volume Band (# of eCerts) *	Overage Charge
1-500	\$ 0.38
501-1,000	\$ 0.36
1,001-2,000	\$ 0.35
2,001-4,000	\$ 0.26
4,001-8,000	\$ 0.25
8,001-12,000	\$ 0.24
12,001-16,000	\$ 0.22
16,001-32,000	\$ 0.21
32,001-64,000	\$ 0.20
64,001-96,000	\$ 0.19
96,001-128,000	\$ 0.17
128,001-256,000	\$ 0.16
256,001-384,000	\$ 0.14
384,001 and above	\$ 0.12


* Volume bands renew annually

The Lease, Rental Agreement, neoFunds/TotalFunds Agreement, Maintenance Agreement, OSS Agreement, and this Addendum contain the complete understanding and agreement between the parties hereto, and supersede all representations, understandings or agreements prior to the execution thereof. Any changes or additions to the foregoing agreements will be valid only if they are in writing and signed by the appropriate parties.

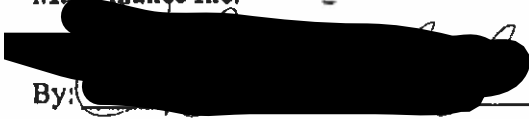
In the event of any conflict between the terms of the Lease, OSS Agreement, and this Addendum, the terms of this Addendum shall control.

The parties have caused this Addendum to Agreements to be executed by their duly authorized representatives on the date set forth below.

Customer:

By: 
Printed Name: Paul Volpe
Title: Village Manager
Date: 7/25/18

MailFinance Inc.

By: 
Printed Name: _____
Title: Catherine Braisted
Director, Leasing Operations
Date: 11/6/18

Neonost USA Inc.

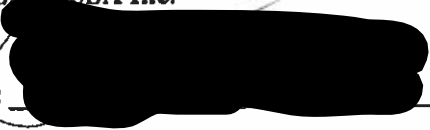
By: 
Printed Name: _____
Title: Catherine Braisted
Director, Leasing Operations
Date: 11/6/18

EXHIBIT "C"

CONTRACTOR'S CERTIFICATION FORM

The assurances hereinafter made by NEOPOST USA INC. (hereinafter the "Contractor") are each a material representation of fact upon which reliance is placed by the Village of Elmwood Park in entering into the contract with the Contractor. The Village of Elmwood Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, KIRK SHANKLE, hereby certify that I am the SECRETARY of
(Name of Owner or Officer) (Title or Office)
NEOPOST USA INC., and as such, hereby represent and warrant to the
(Name of Contractor)
VILLAGE OF ELMWOOD PARK, a municipal corporation, (hereinafter the "Village") that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* ("Drug-Free Workplace Act"), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;

- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
 - (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5;
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized

securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Section 2-8A-3 of the Municipal Code of the Village of Elmwood Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Section 2-8A-3 of the Municipal Code of the Village of Elmwood Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in

order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: 8/9, 2018

Contractor: Neopost USA Inc

By: [Redacted]
Secretary,
(Name of Owner or Officer) (Title or Office)

STATE OF Connecticut)
COUNTY OF New Haven) ss.

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that KIRK SHANKLE known to me to be the SECRETARY of NEOPOST USA INC., appeared before me this day in person and, being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: August 9, 2018

[Redacted Signature]

Notary Public

