



Specialized Purchasing Consultants

1491 East Side River Road
Dummer, NH 03588
(800) 750-1538
www.spccopypro.com

FY22 Upgrade Report

East Millinocket School Department
45 North Street
East Millinocket, ME 04430

Specialized Purchasing Consultants Corp.

Serving Maine, New Hampshire & Vermont since 1988

1491 East Side River Road
Dummer, NH 03588
(800) 750-1538
stilton@spccopypro.com

September 10, 2022

VISIT US ON THE WEB:
www.spccopypro.com

Erica Ingalls
East Millinocket School Department
45 North Street
East Millinocket, ME 04430

Dear Erica:

Thank you for allowing Specialized Purchasing Consultants to assist you with your recent reprographic equipment upgrade.

As with any change, challenges will arise, and we hope that we did not let you down in any way. With services such as STARDoc, automatic reporting, simplified billing, a comprehensive triple-layered warranty, and a staff that stands ready and willing to assist with all of your current and future needs, SPC has set a higher standard.

We hope that during the upgrade process we have taken care of all the details and resolved any issues that may have arisen. If you believe there is anything that we have missed, please let us know immediately, allowing us to rectify the situation to your satisfaction. You can be confident that SPC has worked hard to ensure your current fleet will serve your needs fully.

It is always our pleasure to answer questions, manage service or supply issues, and to provide top-notch customer service. We look forward to serving you throughout the years to come.

Sincerely,



Skip Tilton
President of SPC

TABLE OF CONTENTS

Client Contract 1

Present vs. Proposed Comparison 6

Five-Year Equipment Replacement Schedule 7

Initial Pre-Bill Summary 12

Service & Supply Contract 14

Municipal Lease Documents 21



Specialized Purchasing Consultants Corp.

Serving Maine, New Hampshire & Vermont since 1988

CONTRACT

THIS CONTRACT (the "Contract") is made this 11th day of Nov, 2021 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and East Millinocket Schools ("Client"). For and in consideration of the mutual covenants and performance set forth herein, Contractor and Client agree as follows:

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588
(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

1. **Term.** The term of this Contract is five years from the date hereof, unless earlier terminated pursuant to the terms hereof. Client or SPC can terminate this Contract at any time for any reason after one year, upon 30 days written notice to the other party to this Contract, following completion by the Client of the issuance of a lease, purchase, lease-purchase, financing, or refinancing to replace, add, or upgrade equipment covered by this Contract ("an Upgrade"). If such an early termination is effected by Client or SPC, Client and SPC shall reconcile fairly all amounts due for services performed under the Contract.

2. **Fees.**
The fees payable by Client to Contractor under this Contract are: (a) eleven percent (11%) of the Total Cost Per Copy of all copies scheduled to be made on all service and supply agreements for reprographic equipment (Photocopiers, High-Speed Duplicators, Multi-functional Duplicating Equipment, High End Network Printers, or other equipment described in the Five Year Equipment Replacement Schedule referenced in subparagraph (l) hereof) leased, purchased, lease-purchased, financed, or refinanced by Client as a result of services performed by Contractor under this Contract (in other words, if the Total Cost Per Copy for services and supplies for equipment leased, purchased, lease-purchased, financed, or refinanced as a result of services performed by Contractor under this Contract is \$.003 per scheduled copy, the Contractor's fee is \$.00033 per such copy); and (b) eleven percent (11%) of the principal amount (purchase price financed) of all such reprographic equipment (in other words, if the total principal amount of reprographic equipment leased, purchased, lease-purchased, financed, or refinanced by Client as a result of services performed by Contractor under this Contract is \$3,000, the Contractor's fee is \$330). The "Total Cost Per Copy" for equipment covered by this Contract is defined as the total cost per copy scheduled to be charged for service and supply contracts between Client and servicing vendors for equipment acquired by Client as a result of services performed by Contractor under this Contract. Excluded from such service and supply contracts are the cost of paper and the cost of staples. No fees are payable by Client to Contractor hereunder, other than the retainer described in Paragraph 8 hereof, unless Client accepts a bid for reprographic services arranged by Contractor pursuant to this Contract, or unless Client breaches this Contract under Paragraph 4 hereof or otherwise.

Low End Network Printers (LENP) will be administered under separate contracts with the Vendors of such LENPs. Due to the limited volume done on LENPs, Contractor's fee will be Twenty-Five percent (25%) of the Vendor's fee per copy on the LENP. For example if the Total Cost per Copy ("TCPC") negotiated with a Vendor for a LENP is \$0.007, then the Contractor's fee is \$0.00175 for a Total cost to the Client of \$0.00875 per copy on the LENP.

SPC guarantees to improve the quality of your equipment and service as well as lower the cost of obtaining and operating reprographic equipment, even after SPC's fees have been included in the new total cost. If SPC fails to achieve this, SPC will terminate our Contract, refund SPC's retainer received from Client, and provide an additional \$500.00 check to Client to cover any loss of time on Client's part.

3. **Services Performed By Contractor:** (See Addendum B for a Complete list of services for both Vendor and Client)
 - a. **Initial Needs and Capabilities Analysis.** Contractor will provide to Client a written Initial Needs and Capabilities Analysis (contained within the Five Year Equipment Replacement Schedule described in subparagraph (l) hereof) analyzing Client's existing reprographic system including Client's current photocopiers, offset presses, high-speed duplicators, Low End Network Printers, and outside printing requirements. Based on this Initial Needs and Capabilities Analysis, Contractor will design, with Client's approval, an overall reprographic system for Client, with the goal of increasing Client's reprographic capabilities, while reducing Client's reprographic costs. Specifically, throughout the term of this Contract, Contractor will provide Client with initial long-term service and supply contract savings and capital savings of up to two-thirds of retail. Annually hereunder, Contractor will provide Client with guaranteed ceilings on any annual price increases for service and supply contracts covering equipment obtained under this Contract of 5% or the annual increase in the Consumer Price Index (CPI-U), whichever is less.
 - b. **Annual Use Report.** Annually hereafter, Contractor will provide to Client a written Annual Use Report analyzing the use of reprographic equipment and services and supplies by Client, with recommendations that identify for Client how to use such equipment, services and supplies, and other items in the most efficient and effective manner possible.
 - c. **Two-Year Needs and Capabilities Analysis.** Every two years hereafter, Contractor will perform a Needs and Capabilities Analysis for Client covering the same matters contained in the Initial Needs and Capabilities Analysis. Client must provide written authorization to Contractor to perform the Two-Year Needs and Capabilities Analysis, and such written authorization may be provided by the Superintendent of Schools or Business Manager (or similar officer) of Client pursuant to this Contract.
 - d. **Bid Specifications.** Based on the results of the Initial Needs and Capabilities Analysis, Annual Use Report, and Two-Year Needs and Capabilities Analysis, as applicable, Contractor will prepare and distribute bid specifications to qualified contractors to obtain for Client reprographic equipment and services desired by Client.



Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588

(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
www.spccopypro.com

- e. **Selection of Vendors.** Contractor will analyze all bids received by Client for reprographic equipment and services pursuant to subparagraph (d) above and make recommendations to Client regarding how Client can obtain the most effective and lowest-cost reprographic equipment and services.
 - f. **Negotiation With Vendors.** After bids described in subparagraph (e) above are received, if further negotiation with vendors on behalf of Client is desired by Client, Contractor will undertake such negotiations with vendors at Client's direction so that contracts in compliance with Client's requirements can be executed.
 - g. **Financing.** Contractor will arrange, at no cost to Client, tax-exempt lease-purchase financing (for tax-exempt Clients) or other appropriate financing for the reprographic equipment selected by Client. Contractor shall submit all transactions to Contractor's bond counsel listed in the Bond Buyer's Municipal Marketplace ("Bond Counsel"), for the preparation of all documents, for legal compliance review, and for the provision of any legal validity and tax opinions necessary to complete and finance such transactions. In addition, Client may arrange for its own counsel ("Issuer Counsel") to participate in the transaction, at Client's cost, or the Client may choose to effect its own financing, at its own cost.
 - h. **Assumption of Existing Contracts.** Contractor will assume all financial obligations and hold Client harmless from such obligations under all existing contracts, leases, or financing agreements to which Client is a party for equipment being replaced by equipment being leased, purchased, lease-purchased, financed, or refinanced pursuant to this Contract. In order to facilitate the payment by Contractor of all obligations of Client under such contracts, leases, or financing arrangements, Client hereby authorizes Contractor, to change the billing addresses on such contracts, leases, or financing arrangements to the business address of Contractor. Client also agrees to hold Contractor harmless for, and to pay, any shipping costs back to a vendor or leasing company, or storage costs for such equipment, or any Federal, State, or local taxes lawfully assessed and due, now or hereafter, upon all equipment covered by such contracts, leases, or financing agreements being repaid by Contractor pursuant to this Contract.
 - i. **Cancellation and Renegotiation of Existing Service Contracts and Establishing New Service Contracts.** Contractor, at Client's direction, will cause existing service and supply contracts for existing reprographic equipment used by Client to be cancelled, and will negotiate new service and supply contracts at new terms acceptable to Client, including replacement warranties from vendors for all equipment identified by Client.
 - j. **Annual Monitoring of Service Contracts.** During the term of this Contract, Contractor will monitor annually all reprographic service and supply contracts entered into by Client to verify correct billing and to identify over-usage and under-usage of particular equipment.
 - k. **Installation of Equipment.** After contracts have been awarded to vendors for reprographic equipment pursuant to this Contract, Contractor will communicate with such vendors to assure proper installation of equipment pursuant to the terms of any applicable lease-purchase or other financing agreement and to assure proper commencement of service and supply contracts.
 - l. **Provision of Equipment Replacement Schedule.** Contractor will provide to Client, and will update as necessary, a Reprographic Equipment Replacement Schedule (a "Five Year Equipment Replacement Schedule") for all equipment to be replaced, reconditioned, upgraded, or otherwise covered by this Contract.
 - m. **Provision of Key Operator Instruction Forms.** Contractor will provide Client with a Key Operator Instruction Form for posting adjacent to each copying machine of Client describing proper use, key operator name, machine serial number, life expectancy of such machine, location and telephone number of vendor's service manager, and warranties for the machine.
4. **Exclusive Agency for Bidding and Selection of Vendors and Equipment.** All bidding, analysis, and selection of vendors and equipment by Client pursuant to this Contract shall be effected exclusively through Contractor. If, during the term of this Contract, Client executes a contract separate from Contractor with any vendor to provide services or equipment such as that covered by this Contract, then Client shall be in breach of this Contract and shall pay to Contractor all fees due and unpaid by Client to Contractor under this Contract, including all fees which would have been payable by Client to Contractor under this Contract had Client accepted a bid meeting the terms of this Contract and arranged by Contractor for Client under this Contract, plus all costs including attorney's fees incurred by Contractor to collect such fees. If Client rejects all of the bids arranged by Contractor for Client pursuant to this Contract, then Contractor shall be allowed exclusively to re-bid for Client the services and equipment desired by Client according to Client's specifications. **Client's Initials here acknowledge that Client carefully has reviewed the terms of this Paragraph 4 applicable to Client under this Contract.**
5. **Warranties.** Throughout the term of this Contract, Contractor will obtain for Client from vendors five-to- ten-year average warranties on all new equipment obtained for Client under this Contract, five-year average warranties for all reconditioned equipment obtained for Client under this Contract, and three-to-five year average warranties for all existing equipment of Client left in place and monitored by Contractor under this Contract.
6. **Equipment Upgrades and Adjustment of SPC Fees.** If any equipment which is covered by this Contract is upgraded or replaced during the term of this Contract, then Total Cost Per Copy fees payable by Client to Contractor under paragraph 2(a) above shall be adjusted by the net increase or decrease in copy volume from the original copy volume negotiated by Contractor for Client pursuant to this Contract. (For example, three years after execution of this Contract, Contractor is asked to do an Upgrade by Client on certain of Client's equipment. After the Upgrade is approved by Client, total copy volume on Client's equipment is scheduled to be 2,000,000 copies per year for the remaining two years of this Contract



Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

instead of the 1,500,000 copies per year originally scheduled under this Contract. Under such circumstances, Contractor would be entitled to receive its fee under paragraph 2(a) above for the additional 500,000 copies per year scheduled under the Upgrade for the remaining two years of the Contract).

7. **Retainer.** Upon execution of this Contract, Client agrees to pay Contractor a retainer of \$500.00 (Waived for an existing client). This amount shall be credited in its entirety, however, to any fee earned by Contractor on an Upgrade of reprographic equipment or services by Client pursuant to this Contract.
8. **Optional Unforeseen Cost Fund & Installation:** By initialing below, Client hereby elects to pay Contractor, as part of the principal amount of equipment covered by this Contract, a one-time \$300 charge for each item of reprographic equipment covered by this Contract, to eliminate any liability by Client for costs unforeseen by Client for:
- a. SPC's Print Management Services (See Addendum A)
 - b. Shipping or storage under Paragraph 3(h) hereof;
 - c. Network Drops
 - d. Specialized reprographic surge protectors
 - e. Electrical rewiring found to be necessary to integrate reprographic equipment provided hereunder to Client's existing electronic data processing network
 - f. Installation and operation of SPC Star Doc (remote monitoring of all reprographic equipment, and analysis of Client's usage and cost patterns)



Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588

(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

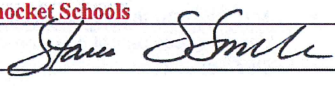
VISIT US ON THE WEB:
www.spccopypro.com

Client Initials: 
Accept 

9. **Entire Agreement.** This Contract represents the entire agreement between Contractor and Client with regard the subject matter hereof. No oral negotiations, discussions, or agreements, either prior to or subsequent to the date of this Contract, with regard to the subject matter hereof, are binding upon Contractor or Client, unless reduced to writing and set forth in the form of an agreement, signed by both Contractor and Client.

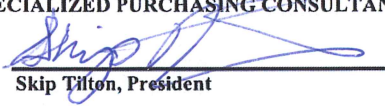
10. **No Conflicts-of-Interest by Contractor.** Contractor warrants to Client that Contractor has no monetary or other self-interest in the selection of any vendor to provide reprographic equipment or services to Client pursuant to this Contract, and that the performance of Contractor's obligations pursuant to this Contract shall be solely in the interests of Client to provide Client with the best possible reprographic equipment and services at the lowest possible price.

CLIENT

Company	<u>East Millinocket Schools</u>
Signature	<u>X </u>
Authorized by (please print)	<u>Stacia Smith</u>
Title	<u>Superintendent</u>
Address 1	<u>45 North Street</u>
City, State, Zip	<u>East Millinocket, Maine, 04430</u>
Telephone Number	<u>207-746-3500</u>
Fax Number	<u>207-746-3516</u>
E-mail address	<u>ssmith@emmm.org</u>

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate
Signature


Skip Tilton, President



Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588

(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
www.spccopypro.com

Addendum A: STARDoc Services that include but are not limited to...

- Cost Saving Recommendations
- Pinpointing Color Cost over usage with cost savings recommendations
- Allocate Cost by Device and Building
- Student Population Ratios Compared to at least 55 School Districts
- Monthly Audits that build your budgets based off printing habits
- Electronic Monitoring of all Printers/Copiers
- Floor Plan Asset Management
- Measure Output at Device Level

Addendum B: Services that SPC provides that assist both the Client and servicing Vendor.

Services SPC provides to the Client:

Prior to Installation:

- Cooperative Buying Power of copiers & printers, bidding & tabulation of bids
- Five-Year Equipment Replacement Schedule: Includes onsite surveying, fleet recommendations, follow-through of bid process
- Working directly with vendors and manufacturers on Client's behalf
- Client allowed to choose vendor no matter the bid results (i.e., not necessarily awarding bid to lowest quote)

During Installation:

- On-site oversight of equipment installation
- Electronic Surge Protectors (ESPs), electrical wiring, computer interface, etc. provided as needed.
- Follow-through on remaining installation issues to ensure completion
- Print Management Software

After Installation:

- STARDoc Fleet Management program
- Live Floor Plans
- Annual Meter Read Collection
- Simplified Billing Program: Three total invoices per year directly from SPC
- Annual Reports
- Mediating equipment and warranty issues between Client and Vendor
- Chromebook Bid
- Paper Bid

Services SPC provides to the Vendor:

Prior to Installation:

- Quantity addition of clients, equipment, and volume
- Bid Specs organized in consistent format with the Five-Year Equipment Replacement Schedule
- Past bid results shared to provide best negotiating with manufacturers
- All bids shared with vendors are equal, with none allowed to under-spec, under-bid or offer discontinued equipment
- Customer chooses the vendor of choice, despite bid results
- Digital Needs Analysis to match machine to installation site
- Coordination of vendor meeting with Client after bid is awarded

Page 4 of 5



Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
1491 East Side River Road
Dummer, NH 03588

(800) 750-1538

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
www.spccopypro.com

During Installation:

- Oversight of equipment installation to assist delivery and technician staff
- Electronic Surge Protectors (ESPs), electrical wiring, computer interface, etc. provided by SPC as needed
- Follow-through on installation issues to ensure continuity for client and vendor
- Print Management Software

After Installation:

- Annual Meter Read Collection
- Simplified Billing Program: Three total invoices per year; SPC pays vendor directly
- Mediating equipment and warranty issues between Client and Vendor

Annual Meetings with Vendor to address both positive and negative issues or concerns as well as discussion of past and future bids.

East Millinocket and Medway Schools
Luci Milewski
45 North Street Suite 2
East Millinocket, ME 04430
Five-Year Basis beginning with the 2022/2023 Fiscal Year
Copies-per-Year: 1,113,369

Present vs. Proposed Recommendations as of 7/1/2022

PRESENT SITUATION

- 1) Guarantees on Photocopiers: **<One Year**
- 2) Annual Price Ceilings Left: **None**
- 3) Copiers with 3 million plus: **2**
- 4) Units to be Traded: **32**
- 5) Photocopiers: **4**
- 6) Color Photocopiers: **1**
- 7) MFPs: **0**
- 8) Printers: **28 w/ 4 Color**
- 9) Duplexers: **14**
- 10) Finishers: **4**
- Total number of Units: **32**

PROPOSED SITUATION

- 1) Guarantees for both New, Recons & Used Machines: **Five + Years**
- 2) 5% or CPI Annual Ceilings, whichever is less: **Five + Years**
- 3) Copiers with 3 Million plus: **4**
- 4) Replaced: **32 New**
- 5) Photocopiers: **4 with Secure Print/Confidential Mailbox**
- 6) Color Photocopiers: **1**
- 7) MFPs: **0**
- 8) Printers: **28 with 4 Color**
- 9) Duplexers: **32**
- 10) Finishers: **4**
- Total number of Units: **32 (Closing out 0 to right size equipment)**

Overall Description of Equipment Fleet:

Presently, you have **Five manufacturers with 15 different models**. The existing fleet of printers and copiers date as far back as 1997. The **new arrangement** will stay with one manufacturer **with one vendor and only 4 distinct models in the district**.

Print Management: STARDoc for all devices.

Capital:

Presently, you have **no outstanding Lease Payments**. This will be a cash purchase and could be staggered over two or three fiscal years.

Board Approval Date:

Service & Supplies:

Considering all of your consumable cost centers including service you are averaging **\$0.010865 for black and \$0.08747 for Color**. The new contract will come in at a CPC of **\$0.003977 for Black and \$0.040102 for Color**. These figures include an average for both printers and copiers.

Vendor Packages:

SPC will bring you multiple different vendor combinations, matching up the best technology available to meet your needs. We would like to highlight the most qualified bids combination for your School District:

Cost Center	Present	Ricoh (All)	Ricoh (Copiers Only)
1. Service & Supplies Color:	\$4,815.23	\$2,207.61	\$1,279.37
2. Service & Supplies Black:	\$7,834.58	\$2,867.44	\$2,030.53
3. 5 Year Straight Line Depreciation:	\$0.00	\$12,148.63	\$8,440.93
4. Forced Upgrades (32 Owned Devices):	\$9,375.00	\$00.00	\$3,825.00 (28 machines) *
Totals:	\$22,024.81	\$17,223.68	\$15,575.83

Note that **32 New units** are part of the new lease. Capital Purchase for both Copiers and Printers would be **\$60,743.16**. Capital Purchase for the Copiers only would be **\$42,204.66**.

***If we do not replace the printers at this time, the printer service rates will remain the same (much higher than Ricoh's cost per copy offer).**

The successful bidders will have a blanket servicing contract that includes all consumables excluding only staples and paper for all of the equipment that is under their factory authorized ability to service. They will provide one easy CPC billing plan done twice a year in July & January with a reconciliation invoice in June. Your service contract will be fixed through **June 30, 2023**. A contract extension has been negotiated for four more years, which will have an annual price ceiling of five percent or CPI, whichever is less. You however, only commit funds for one-year at a time to the servicing vendor. And even this scenario allows you to upgrade, lowering the service costs, if it is to your advantage to go out to bid at any time. SPC will set up both the service- supply contracts and the warranty cards with the successful bidding vendors.

Security package: Hard Drive Wipes are included in these prices.



East Millinocket Public Schools

Stacia Smith

45 North St Ste 2

East Millinocket, ME 04430

Five-Year Equipment Replacement Schedule

East Millinocket Public Sc	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address	Projected Black Volume				
Annual Volume	Special Notes	Projected Color Volume				
1 District Office	Toshiba E-Studio 6560C Color Photocopier	Ricoh IM C6000 60 CPM ~ RADF	New	New	New	New
Supt Office	65 CPM RADF Duplex LCT-External	Duplex LCT Staple Finisher Print-Scan-				
	Finisher 3-Hole Punch-CIF-Print-Scan-Fax-	Fax-Post Script-Hard Drive for Secure				
	Post Script-Hard Drive for Secure Print	Print-Airprint				
	400+ Lb Console					
	655,651 (Trade)					
0	3,000,000	4,000,000	1/1/2019			
Black Vol:	127,404	3142R410526	14828269			
Color Vol:	38,548	127,404	Ricoh USA			
	CSEF26093 /	38,548				
Proposed Annual Volume for District Office		127,404		38,548		

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

8/31/2022 5:48:56 PM

East Millinocket Public Sc	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address		Projected Black Volume			
Annual Volume	Special Notes		Projected Color Volume			
2 Opal Myrick Elementary Teachers' Room	Toshiba e-Studio 6508A Black Photocopier 65 CPM RADF Duplex LCT-External Finisher 3-Hole Punch-CIF-Print-Scan-Post Script-Hard Drive for Secure Print 400+ Lb Console		Ricoh IM C6000 60 CPM ~ RADF Duplex LCT Staple Finisher Print-Scan- Post Script-Hard Drive for Secure Print- Airprint	New	New	New
137	1,522,378	(Trade)	4,000,000	1/1/2019		
Black Vol:	220,612	3,000,000	08/16	3142R410585	14828270	
Color Vol:	CIKF14288 /		220,612	Ricoh USA		
Proposed Annual Volume for Opal Myrick Elementary			220,612			
3 Schenck High School Main Office	Toshiba e-Studio 4508A Black Photocopier 45 CPM RADF Duplex LCT-Internal Finisher 3-Hole Punch-CIF-Print-Scan-Post Script-Hard Drive for Secure Print		Ricoh IM 5000 50 CPM ~ RADF Duplex LCT Internal Staple Finisher Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	New	New	New
107	292,257	(Trade)	3,000,000	6/1/2021		
Black Vol:	54,352	1,000,000	07/16	4452R500180	14803037	
	CGHF35168 /		54,352	Ricoh USA		

*NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;*

East Millinocket Public Sc	Present Equipment	1st Year Equipment	2nd Year	3rd Year	4th Year	5th Year
BuildingName	Present Meter/Survey Date	Estimated Life	Date Introduced			
Room	Estimated Life	Date Introduced	Serial Number	Vendor ID	Proposed IP_Address:	
# Students	Serial Number / Present IP Address	Projected Black Volume				
Annual Volume	Special Notes	Projected Color Volume				
4 Schenck High School Library	Toshiba e-Studio 4508A Black Photocopier 45 CPM RADF Duplex LCT-Internal Finisher 3-Hole Punch-CIF-Print-Scan-Post Script-Hard Drive for Secure Print	Ricoh IM 5000 50 CPM ~ RADF Duplex LCT Internal Staple Finisher Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	New	New	New	New
107	534,839 (Trade)	3,000,000	6/1/2021			
Black Vol:	146,424	1,000,000	07/16	4452R500268	14803042	
	CGHF35244 /	146,424 Ricoh USA				
Proposed Annual Volume for Schenck High School		200,776				

NOTE: FIN = Finisher; CIF = Computer Interface; M = Move; F = From; T = Trade;
C/O = Close Out; CPM = Copies per Minute; N/C = No Charge Exchange;

8/31/2022 5:48:57 PM

Page 3 of 5

Upgrade Report page 9

**East Millinocket Public Schools
45 North St Ste 2
East Millinocket, ME 04430**

	PRESENT	PROPOSED
Black Photocopiers	421,388	200,776
Black Photocopiers - Existing - Recon	0	0
High Production Black Photocopiers	0	0
Color Photocopiers - Black Volume	127,404	348,016
Color Photocopiers - Color Volume	38,548	38,548
Color Photocopiers - Existing - Recon	0	0
High Production Color Photocopiers	0	0
Black Network Printers	0	0
Black Laser MFP	0	0
Color Network Printers - Black Volume	0	0
Color Network Printers - Color Volume	0	0
Color Laser MFP - Black Volume	0	0
Color Laser MFP - Color Volume	0	0
Color Ink Jet Local Printers - Black Volume	0	0
Color Ink Jet Local Printers - Color Volume	0	0
Color Ink Jet MFP - Black Volume	0	0
Color Ink Jet MFP - Color Volume	0	0
<i>Total Black Volume</i>	548,792	548,792
<i>Total Color Volume</i>	38,548	38,548
TOTALS	587,340	587,340

Recommended Vendor(s): Ricoh with Ricoh Copiers & Printers (Low Bid)

Upgrade Date on 7/1/2022

BLACK VOLUME

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
Ricoh USA / Color Photocopier	348,016	\$0.00370	\$1,287.66
Ricoh USA / Black Photocopier	200,776	\$0.00370	\$742.87
Sub Totals	548,792	\$0.00370	\$2,030.53

COLOR VOLUME

Vendor/Equipment	Proposed 100% Volume	Cost Per Copy	Proj Full-Year Billing
Ricoh USA / Color Photocopier		\$0.00000	
Ricoh USA / Color Photocopier	38,548	\$0.03319	\$1,279.41
Sub Totals	38,548	\$0.03319	\$1,279.41



Ricoh USA for East Millinocket Public Schools
2022-2023 / July Pre-Bill
Summary by Building

Black Prints

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
District Office	127,404	\$471.39	63,702	\$235.70
Opal Myrick Elementary	220,612	\$816.26	110,306	\$408.13
Schenck High School	200,776	\$742.87	100,388	\$371.44
Black Prints Totals	548,792	\$2,030.53	274,396	\$1,015.27

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
----------	------------------	-------------------	--------------------	---------------------

Color Prints

District Office	38,548	\$1,152.59	19,274	\$576.29
Opal Myrick Elementary	0	\$0.00	0	\$0.00
Schenck High School	0	\$0.00	0	\$0.00
Color Prints Totals	38,548	\$1,152.59	19,274	\$576.29

Total Pre-Billing Invoice	587,340	\$3,183.12	293,670	\$1,591.56
----------------------------------	----------------	-------------------	----------------	-------------------



SCHEDULE A SERVICE & SUPPLY CONTRACT - CLIENT

Client: East Millinocket Public Schools
Contracted Vendor: Ricoh USA
Term: 7/1/2022 through 6/30/2027

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Machine Type</i>	<i>Black Cost/Copy</i>	<i>COLOR Cost/Copy</i>
District Office	Supt Office	Ricoh IM C6000	3142R410526	Color Photocopier	\$0.00370	\$0.03319
Opal Myrick Elementary	Teachers' Room	Ricoh IM C6000	3142R410585	Color Photocopier	\$0.00370	\$0.00000
Schenck High School	Library	Ricoh IM 5000	4452R500268	Black Photocopier	\$0.00370	\$0.00000
Schenck High School	Main Office	Ricoh IM 5000	4452R500180	Black Photocopier	\$0.00370	\$0.00000

Subject to change and correction and future additions.

Additional Provisions:



SERVICE AND SUPPLY CONTRACT - CLIENT

Ricoh USA ("Contracted Vendor") hereby contracts with M.S.T. to provide comprehensive services, supplies, and maintenance to equipment described on Schedule A ("Equipment") for East Millinocket Public Schools ("Client") at a cost per print shown on said Schedule A, commencing on July 1, 2022 and terminating on June 30, 2027. This Service and Supply Contract ("Contract") shall exclude only the cost of paper, transparencies, and staples. Refer to Schedule A for Additional Provisions, if any.

M.S.T. assumes responsibility for all billing and vendor payment. M.S.T. shall provide a Purchase Order to Contracted Vendor in the amount of one-half of the annual projected number of pages multiplied by the cost per print listed on Schedule A. This semi-annual billing will take place July 1 and January 1. Payment terms are net forty-five (45) days. If invoices are unpaid and overdue, M.S.T. agrees to pay Vendor a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Vendor all costs and expenses of collection, or in the enforcement of Vendor's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Vendor has no obligation to use M.S.T.'s invoicing or billing portals, processes, methods or invoicing formats specific to M.S.T. billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, M.S.T. agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Vendor. Actual meter reads will be collected by M.S.T. either electronically or from Client or Contracted Vendor staff during the month of June. A final Reconciliation spreadsheet and Purchase Order will then be completed and sent to Contracted Vendor for invoicing. Upon payment by Client of each billing invoice from M.S.T. during the year, M.S.T. will reimburse Contracted Vendor appropriately against M.S.T.'s Purchase Order and Contracted Vendor's invoice. Vendor invoice must reference M.S.T.'s Purchase Order for timely payment. In the event Client is delinquent more than 45 days in payment to M.S.T., thus delaying M.S.T.'s payment to Contracted Vendor, M.S.T. reserves the right to request suspension of service and/or supplies by Contracted Vendor to Client.

On July 1 of each calendar year during the afore-mentioned term, M.S.T. shall request credit from Contracted Vendor any cost of this Contract prepaid by M.S.T. and unused by Client if fewer copies were made by Client during the Contract period ending on or before June 30 annually than were originally estimated under this Contract for such period.

On July 1 of each calendar year during the term of this Contract, M.S.T., at its option, may increase such costs per print under this Contract by 5% or by a percentage equal to the increase during the immediately preceding 12-month period of "The Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84 = 100," whichever is less.

Client and M.S.T. is given the right to terminate Contract at any time for any reason with a 30-day written notice, which M.S.T. will forward to Contracted Vendor. After final meter reads are collected, a final Purchase Order and Reconciliation Spreadsheet will be sent to Contracted Vendor for invoicing. Any credits owed to M.S.T. or Contracted Vendor after reconciling actual usage versus projected will be invoiced for payment to MST or Contracted Vendor.

Services. (a) Each Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the "Serviced Products"), the Term of the Service engagement, the location at which Services shall be performed and the applicable Service Charges for such Order. Vendor will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Vendor.



(b) For maintenance and repair Services, Vendor will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer's specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Vendor.

(c) The maintenance and repair Services provided by Vendor under an Order will not include the following: (i) repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning or humidity control; (ii) repairs made necessary by service performed by persons other than Vendor representatives; (iii) unless covered under an extended hour service contract, service calls or work which M.S.T. requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which M.S.T. requests to be performed on Vendor Holidays (defined below); (iv) removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (v) consumable supplies such as paper, unless expressly provided for in the applicable Order; (vi) repairs, service calls and/or connectivity of attachments not purchased from Vendor; (vii) any software, system support or related connectivity unless specified in writing by Vendor; (viii) parts no longer available from the applicable manufacturer; (ix) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (x) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Vendor; (xi) repairs of damage or increase in service time caused by force majeure events; (xii) reconditioning and similar major overhauls of Serviced Products; (xiii) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"), unless M.S.T. engages Vendor to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xiv) engineering changes which provide additional capabilities to the Vendor Equipment covered herein unless made at M.S.T.'s request and paid at Vendor's applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Vendor are not covered by this Agreement. Vendor may terminate its Service obligations under any Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Vendor.

Service Calls. Unless otherwise specified in an Order, service calls will be made during 9:00am – 5:00pm local service time, Monday through Friday ("Normal Business Hours") at the installation address shown on the applicable Order. Service does not include coverage on Vendor holidays, which include New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, "Vendor Holidays"). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Vendor Holidays, if and when available and only in the event and to the extent that Vendor agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While on-site at any M.S.T. location, Vendor personnel shall comply with M.S.T.'s reasonable policies pertaining to access, security and use of M.S.T. sites and systems, provided that such policies are provided to Vendor in advance and in writing and do not conflict with the terms and conditions of this Agreement.

Vendor agrees to perform its Services in a professional manner, consistent with applicable industry standards. Vendor will re-perform any Services not in compliance with this warranty and brought to Vendor's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. For any Products manufactured by Vendor ("Vendor Equipment"), Vendor further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Vendor Equipment will be in good working order and will be free from any defects in material and workmanship. Vendor's obligations under this warranty are limited solely to the repair or replacement (at Vendor's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Vendor Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Vendor, (b) the Vendor



Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Vendor specifications, (c) a defective or improper non-Vendor accessory or supply or part is attached to or used in the Vendor Equipment, or (d) the Vendor Equipment is relocated to any place where Vendor services are not available. M.S.T. ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE VENDOR EQUIPMENT. In connection with any other Product sale, Vendor shall transfer to M.S.T. any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Vendor makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Vendor to M.S.T. only upon M.S.T.'s specific written request. M.S.T. agrees to comply with any applicable license agreement or license terms relating to intangible property or associated services included in any Serviced Products or Products, such as software licenses and/or prepaid data base subscription rights ("Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Software Supplier"). Vendor has no right, title or interest in any third-party software. M.S.T. is solely responsible for entering into Software Licenses with the applicable Software Supplier and acknowledges that its rights and obligations with respect to such software as well as those of the Software Supplier are solely as set forth in such Software Licenses. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR M.S.T.'S PAYMENT OBLIGATIONS HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO VENDOR FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. IN NO EVENT SHALL VENDOR BE LIABLE TO M.S.T. FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF ANY SOFTWARE PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OR DELAY OF DELIVERY OF SERVICES UNDER THIS AGREEMENT. VENDOR ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

Default. In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in an Order made pursuant to this Agreement immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement as incorporated into the Order, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Vendor to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Vendor from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement or any Order. If M.S.T. defaults in its obligations hereunder, Vendor may, in addition to any other remedies available at law or equity, require M.S.T. to immediately pay to Vendor all past due payments under all Orders.

•MST•

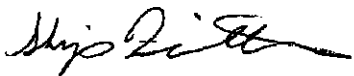
Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of New Hampshire to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. M.S.T. agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Vendor agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the order shall control; provided, however, purchase orders issued to Vendor for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Vendor may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Vendor may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by M.S.T. as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Vendor shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

**AGREED AND ACCEPTED BY:
M.S.T. Government Leasing, LLC**

By: Skip Tilton

Title: President/Owner

Date: 5/4/2022

Signature: 

**AGREED AND ACCEPTED BY:
East Millinocket Public Schools**

By: Stacia Smith

Title: Superintendent

Date: 5/10/2022

Signature: 

12/23/13



SCHEDULE B SERVICE COMMITMENTS

Client: East Millinocket Public Schools

Contracted Vendor: Ricoh USA

Term: 7/1/2022 through 6/30/2027

<i>Building</i>	<i>Room</i>	<i>Model</i>	<i>Serial Number</i>	<i>Warranty Life</i>	<i>Model Intro Date</i>
District Office	Supt Office	Ricoh IM C6000	3142R410526	4,000,000	1/1/2019
Opal Myrick Elementary	Teachers' Room	Ricoh IM C6000	3142R410585	4,000,000	1/1/2019
Schenck High School	Library	Ricoh IM 5000	4452R500268	3,000,000	6/1/2021
Schenck High School	Main Office	Ricoh IM 5000	4452R500180	3,000,000	6/1/2021

Subject to change and correction and future additions.

Additional Provisions:

If it is deemed necessary to replace a malfunctioning machine then the replacement unit must comply with the following...

- Same Speed or Faster
- Same Volume or less
- Same Introduction Date or Newer



SERVICE COMMITMENTS

Ricoh USA ("Contracted Vendor") hereby covenants to East Millinocket Public Schools ("Client") that, if any such Equipment described on Schedule B attached hereto does not meet or exceed the below service commitments (collectively, the "Service Commitments") through no fault of Client during the term commencing on the date the equipment is accepted by you and applied during the Contracted Vendor's normal business hours, excluding weekends and Contracted Vendor's recognized holidays July 1, 2022 and terminating on June 30, 2027 so long as no ongoing default exists of Client's part.

The Service Commitments are only applicable to the equipment ("Equipment") described in Schedule B to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units.

UPTIME PERFORMANCE COMMITMENT

Contracted Vendor will service the Equipment to be Operational with a quarterly uptime average of 97% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Contracted Vendor and will end when the Equipment is again Operational. You agree to make the Equipment available to Contracted Vendor for scheduled preventative and interim maintenance. You further agree to give Contracted Vendor advance notice of any critical and specific uptime needs you may have so that Contracted Vendor can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

•MST•

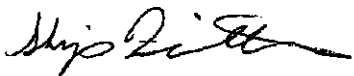
Governing Law; Entire Agreement. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New Hampshire without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of New Hampshire to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. M.S.T. agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Vendor agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and those contained in any Order, the terms and conditions of the order shall control; provided, however, purchase orders issued to Vendor for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Vendor may accept any Order under this Agreement by either its signature or by commencing performance (e.g. Product delivery, initiating Services, etc.). Vendor may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by M.S.T. as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Vendor shall comply with all applicable laws in its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road Macon, GA 31210 Attn: Quality Assurance.

**AGREED AND ACCEPTED BY:
M.S.T. Government Leasing, LLC**

By: Skip Tilton

Title: President/Owner

Date: 5/4/2022

Signature: 

**AGREED AND ACCEPTED BY:
East Millinocket Public Schools**

By: Stacia Smith

Title: Superintendent

Date: 5/10/2022

Signature: 

12/23/13

M.S.T. Government Leasing, LLC

1491 East Side River Road
Dummer, NH 03588

Invoice

Date	Invoice #
7/1/2022	8003

Bill To	Client
East Millinocket Schools 45 North Street East Millinocket, ME 04430	ast Millinocket Schools 45 North Street East Millinocket, ME 04430

Due Date
9/30/2022

Quantity	Description	Rate	Amount
1	Ricoh IM C6000 60 CPM ~ RADF Duplex LCT Staple Finisher Print-Scan-Fax-Post Script-Hard Drive for Secure Print-Airprint	8,540.56	8,540.56
1	Ricoh IM C6000 60 CPM ~ RADF Duplex LCT Staple Finisher Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	8,053.66	8,053.66
2	Ricoh IM 5000 50 CPM ~ RADF Duplex LCT Internal Staple Finisher Print-Scan-Post Script-Hard Drive for Secure Print-Airprint	5,703.86	11,407.72
	Less Invoice # 7917 Retainer Received 12.20.2021	-500.00	-500.00

Phone #	E-mail	Web Site	Total	\$27,501.94
800-750-1538	billing@spccopypro.com	www.spccopypro.com	Payments/Credits	-\$27,501.94
			Balance Due	\$0.00