

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

# FY20 Upgrade Report

Greenbush School Department 128 Military Road Greenbush, ME 04418

### **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

October 5, 2020

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Gwen Smith 128 Military Road Greenbush, ME 04418

Dear Gwen:

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

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### Table of Contents

Client Contract	1
Present V. Proposed Recommendations	
Five-Year Equipment Replacement Schedule	
Close-Out Letter and Meters	
Simplified Billing Explanation	
Initial Pre-Bill Summary	
Service & Supply Contract	
Warranty	
Board Approval	
Municipal Lease Documents	
	19



### Specialized Purchasing Consultants Corp. Serving Maine, New Hampshire & Vermont since 1988

CONTRACT

THIS CONTRACT (the "Contract") is made this Local day of , 2019 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and Greenbush School Department ("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

<u>Term</u>. 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, leasepurchase, 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.

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 (I) 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.

- 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 (I) 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.
    - 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
    - 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.
    - 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.

Page 1 of 5



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- e. <u>Selection of Vendors</u>. 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.

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President

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- Einancing. 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. <u>Cancellation and Renegotiation of Existing Service Contracts and Establishing New Service Contracts.</u> 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. <u>Installation of Equipment</u>. 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.
- 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.
- 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 and arranged by Contractor for Client under this Contract, line terms of this Contract 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

Page 2 of 5



Skip Tilton President

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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).

- Retainer. Upon execution of this Contract, Client agrees to pay Contractor a retainer of \$1,000.00 (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.
- 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)

  - Shipping or storage under Paragraph 3(h) hereof;
  - c. d.

  - Computer interface ports Computer interface drops Specialized reprographic surge protectors
  - Electrical rewiring found to be necessary to integrate reprographic equipment provided hereunder to Client's
  - existing electronic data processing network
    Installation and operation of SPC Star Doc (remote monitoring of all reprographic equipment, and analysis of Client's usage and cost patterns)

Client Initials: Accept \_\_

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	Greenbush School Department
Signature	x Juen Bruth
Authorized by (please print)	Gwen Smith
Title	Superintendent
Address 1	128 Military Road
	Greenbush
City, State, Zip	,ME 04418
Telephone Number	(207) 826-2000
Fax Number	(207) 826-2001
E-mail address	gsmith@hsdgreenbush.org

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

SPC Corporate Signature

Page 3 of 5



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#### 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

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Floor Plan Asset Management Measure Output at Device Level

(800) 750-1538

Skip Tilton

President

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

#### Services SPC provides to the Client:

Corporate Email Address: Prior to Installation: stilton@spccopypro.com

Cooperative Buying Power of copiers & printers, bidding & tabulation of bids

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- Five-Year Equipment Replacement Schedule: Includes onsite surveying, fleet recommendations, followthrough 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
- 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



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#### 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

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After Installation: 1491 East Side River Road Dummer, NH 03588

 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.

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Page 5 of 5

# Greenbush School Department Gwen Smith

# 128 Military Road, Greenbush ME, 04418 Five-Year Basis beginning with the 2020/2021 Fiscal Year

Copies-per-Year: 319,265

### Present vs. Proposed Recommendations as of 8/2/2020

#### PRESENT SITUATION

1) Guarantees on Photocopiers: 1 Year

2) Annual Price Ceilings Left: 1 Year

3) Console Copiers with 3 million plus: 2

4) Units to be Traded: 3

5) Photocopiers: 3

6) Color Photocopiers: 1

7) MFPs: 0

8) Printers: 0

9) Duplexers: 3

10) Finishers: 3

Total number of Units: 3

#### **PROPOSED SITUATION**

1) Guarantees for both New, Recons & Used Machines: Five + Years

2) 5% or CPI Annual Ceilings, whichever is less: Five + Years

3) Console Copiers with 3 Million plus: 2

4) Replaced: 3 New

5) Photocopiers: 3 with Secure Print/Confidential Mailbox

6) Color Photocopiers: 17) MFPs: 0 with 0 Color

8) Printers: 0 with 0 Color & 0 MICR

9) Duplexers: 310) Finishers: 3

Total number of Units: 3

Overall Description of Equipment Fleet:

Presently, you have two different manufacturers & three different models. The new arrangement will shift to one manufacturer with one vendor servicing everything. This will reduce cost and improve reliability.

#### Capital:

Presently, you have one municipal lease that will be paid off on August 1st, 2020. With the new arrangement, you will again have one municipal master lease at 3.34% interest. Your first of five annual lease payments will be due on August 1st, 2021. (Board Date will be on 4/29/20)

#### Service & Supplies:

Considering all of your consumable cost centers including service you are averaging \$\frac{\$0.004709 for black and \$0.049835 for Color}{0.003700 for Black and \$0.03774 for Color}\$. The new contract will come in at a CPC of \$0.003700 for Black and \$0.03774 for Color\$.

### 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	<b>Present</b>	<b>Budget Low Bid (FY21)</b>	Budget (FY22)
1.	Service & Supplies Color Photo only:	\$2,526.25	\$1,913.12	\$1,913.12
2.	Service & Supplies Black Photo only:	\$1,264.78	\$993.72	\$993.72
3.	Annual Muni Lease:	\$3,532.10	\$3,532.10	\$4,294.36
4.	Forced Upgrades (#1 Owned Copier):	<u>\$1,600.00</u>	<u>\$00.00</u>	<u>\$00.00</u>
	Totals:	\$8,923.13	\$6,438.94	\$7,201.20

<sup>\*</sup> Note that with the last upgrade only 2 New units were purchased while 3 New units are part of the lease.

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 30th, 2021. 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.



# SPC Specialized Purchasing Consultants

### **Greenbush School Department**

**Gwen Smith** 

128 Military Road

Greenbush, ME 04418

### **Five-Year Equipment Replacement Schedule**

Greenbush BuildingNa Room # Students Annual Vo	5	Present Meter Estimated L	er/Survey Date 11/26/2019 Life Date Introduced Der / Present IP Address	Serial Number	Date Introduce Vendor ID Pro	2nd Year ed oposed IP_Addr	3rd Year	4th Year	5th Year
1 Helen S. 1 Elementa Custodia	ry School	55 CPM RAD 1,500 Capacity	a BH552 Black Photocopier OF Duplex (LCT if under OF Finisher 3-Hole Punch CIF- Script-Hard Drive for Secure Console	± • ·	if under 1,500 -Hole Punch CIF- pt-Hard Drive for	New	New	New	New
		725,013	(Trade)						
147		3,000,000	02/11	4,000,000	6/1/2016				
Black Vol:	70,380	A2WV011005	296 /	A8KN012000210	64536				
				70,380	Budget Docume	ent Technologie	S		
<sup>2</sup> Helen S. 1 Elementa Library	Dunn ry School	45 CPM RAD 11 X 17 Sadle	entre 7845 Color Photocopier DF Duplex 4-Paper Drawer Stitch Finisher 3-Hole Punch Hard Drive for Secure Print	Color Photo Konica 55 CPM~ RADF Du Drawer 11 X 17 Fini Scan-Post Script-Ha Print-Airprint	plex 4-Paper sher 3-Hole Punch-		New	New	New
		371,284	(Trade)						
147		1,000,000	02/13	3,000,000	2/1/2020				
Black Vol:	98,226	MX4758388 /		AA7P011000646	64535				
Color Vol:	50,692	1,121,730300/		98,226	Budget Docume	ent Technologie	S		
	,			50,692	2				

**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;

Greenbush School Depa BuildingName Room # Students Annual Volume	Present Equipment Present Meter/Survey Date 11/26/20 Estimated Life Date Introduced Serial Number / Present IP Addre Special Notes	Serial Number Vendor ID	2nd Year 3rd Year uced Proposed IP_Address:	4th Year	5th Year
3 Helen S. Dunn Elementary School Teachers' Room	Xerox WorkCentre 5875apt Black Photocopier 75 CPM RADF Duplex (LC if under 1,500 Capacity) Finisher 3-Hole Punch CIFPrint-Scan-Post Script-Hard Drive for Secure Print 400+ Lb Console	Konica Minolta BH808 80 CPM ~  T RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CI Print-Scan-Post Script-Hard Drive f Secure Print-Airprint	F-	New	New
147 Black Vol: 99,967	687,628 ( <b>Trade</b> ) <b>4,000,000 02/13</b> EX9299371 /	4,000,000 6/1/2016 A8KN011012677 64533 99,967 Budget Doct 0	ument Technologies		
Proposed Annual Volu	me for Helen S. Dunn Elementary	School 268,573	50,692		

### Greenbush School Department 128 Military Road Greenbush, ME 04418

	PRESENT	PROPOSED
Black Photocopiers	170,347	170,347
Black Photocopiers - Existing - Recon	0	0
High Production Black Photocopiers	0	0
Color Photocopiers - Black Volume	98,226	98,226
Color Photocopiers - Color Volume	50,692	50,692
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
Total Black Volume	268,573	268,573
Total Color Volume	50,692	50,692
TOTA	LS 319,265	319,265

### Recommended Vendor(s): Budget with Konica Minolta Copiers

### Upgrade Date on 8/2/2020 BLACK VOLUME

Vendor/Equipment	Proposed 10	00% Volume	Cost Per Copy	Proj Full-Year Billing
Budget Document Technologies / Color Photocopier		98,226	\$0.00370	\$363.44
Budget Document Technologies / Black Photocopier		170,347	\$0.00370	\$630.28
	Sub Totals	268,573	\$0.00370	\$993.72
	COLOR VO	DLUME		
Vendor/Equipment	Proposed 10	0% Volume	Cost Per Copy	Proj Full-Year Billing
Budget Document Technologies / Color Photocopier		50,692	\$0.03774	\$1,913.12
Sub	Totals	50,692	\$0.03774	\$1,913.12

### **COMBINED BLACK & COLOR VOLUME & COST**

Proposed 100%	Volume	Avg Cost Per Copy	Proj Full-Year Billing
Total Billing	319,265	\$0.00910	\$2,906.84



### **Specialized Purchasing Consultants Inc.**

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Skip Tilton President

Corporate Office: 1491 East Side River Road Dummer, NH 03588 (800) 750-1538 stilton@spccopypro.com RE: SPC Simplified Billing

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Dear Client:

Why Simplified Billing? Quite simply, our clients were receiving different hard-toread invoice styles, monthly or quarterly invoicing, partial fleet billing at random times of the year, and other confusing invoicing practices from their vendors. SPC found it necessary to simplify the process to ensure our clients are being charged accurately.

From 1989 to 2012, SPC allowed vendors to handle the billing directly with the client. As mentioned above, vendors had their own way of invoicing, which created a great deal of confusion. Clients would often pay without confirmation of the charges to avoid interruption of service or supplies. We spent numerous administrative hours sorting out the billing for those clients who did question their invoices.

In 2013, we simplified the billing process at no additional cost to you as follows:

- <u>Invoice #1</u>: Billed out July 1 for 50% of previous year's usage in advance.
- **Invoice #2**: Billed out January 1 for remaining 50% of usage in advance.
- <u>Invoice #3</u>: Reconciliation of actual usage vs. prepaid against Invoices 1 and 2, showing all credits and charges along with corresponding meter reads, usage and cost per print for each machine under contract.

The cycle begins again on July 1 for the next fiscal year. Just three, easy-to-read invoices per year. Simple, and consistent. Both clients and vendors have repeatedly expressed their gratitude as Simplified Billing has expedited the payment process and increased the confidence level to all parties.

Feel free to share your thoughts on the Simplified Billing process, or any of our other free services, with us at any time.

Regards,

Skip Tilton

### Greenbush School Department 2020-2021 / Reconciliation CLOSE-OUT Annual Billing Summary by Building

### **Black Prints**

Building	Full Year Volume	Pre-Paid Volume	Reconciled Volume	Full Year Costs	Pre-Paid Costs	Reconciled Costs
Helen S. Dunn Elementary School	64,555	0	64,555	\$294.37	\$0.00	\$294.37
Black Prints Totals	64,555	0	64,555	\$294.37	\$0.00	\$294.37

### **Color Prints**

Building	Full Year Volume	Pre-Paid Volume	Reconciled Volume	Full Year Costs	Pre-Paid Costs	Reconciled Costs
Helen S. Dunn Elementary School	769	0	769	\$37.14	\$0.00	\$37.14
Color Prints Totals	769	0	769	\$37.14	\$0.00	\$37.14

TOTALS:	65,324	0	65,324	\$331.51	\$0.00	\$331.51
Average Cost Per Print F	or Black & Color:	\$0.00507				

<sup>\*</sup> If there is a credit balance, it will be applied to next year's pre-billing, which should be forthcoming in July.



### Greenbush School Department 2020-2021 / July Pre-Bill Summary by Building

### **Black Prints**

Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Helen S. Dunn Elementary School	268,573	\$993.72	134,287	\$496.86
Black Prints Totals	268,573	\$993.72	134,287	\$496.86
Color Prints				
Building	Projected Volume	Projected Charges	Pre-Billing Volume	Pre-Billing Charges
Building  Helen S. Dunn Elementary School	Projected Volume 50,692	Projected Charges \$1,913.12	Pre-Billing Volume 25,346	Pre-Billing Charges \$956.56
		,		



# SCHEDULE A SERVICE & SUPPLY CONTRACT - CLIENT

**Client: Greenbush School Department** 

**Contracted Vendor: Budget Document Technologies** 

Term: 8/2/2020 through 6/30/2026

Building	Room	Model	Serial Number	Machine Type	Black Cost/Copy	COLOR Cost/Copy
Helen S. Dunn Elementary School	Custodian Office	Konica Minolta BH808	A8KN012000210	Black Photocopier	\$0.00370	\$0.00000
Helen S. Dunn Elementary School	Library	Konica Minolta BHC550i	AA7P011000646	Color Photocopier	\$0.00370	\$0.03774
Helen S. Dunn Elementary School	Teachers' Room	Konica Minolta BH808	A8KN011012677	Black Photocopier	\$0.00370	\$0.00000

Subject to change and correction and future additions.

**Additional Provisions:** 



### SERVICE AND SUDDLY CONTRACT - CLIENT

Specialized Purchasing Consultants ("SPC") hereby contracts with Greenbush School Department ("Client") to provide comprehensive services, supplies, and maintenance to equipment described on Schedule A ("Equipment") using the Contracted Vendor shown below at a cost per print shown on said Schedule A, commencing on August 2, 2020 and terminating on June 30, 2026. 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.

SPC assumes responsibility for all billing and vendor payment. SPC shall invoice Client 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. Actual meter reads will be collected by SPC either electronically or from Client staff during the month of June. A final Reconciliation spreadsheet and invoice will then be completed and sent to client. Upon payment of each billing invoice during the year, SPC will reimburse Contracted Vendor appropriately. Client is responsible for making payment in full within 30 days of said invoicing to avoid suspension of supplies by Contracted Vendor.

On July 1 of each calendar year during the afore-mentioned term, SPC shall credit Client any unused prepaid pages to 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. If more pages were consumed than billed in the combined semi-annual billing, an overage invoice will be generated. Following semi-annual billing will be based on previous year volume.

On July 1 of each calendar year during the term of this Contract, SPC, at its option, may increase such costs per print under this Service and Supply 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 or SPC may terminate Contract at any time with a 30-day written notice. Client will be required to provide final meter reads on all Equipment listed on Schedule A, including those added during the Contract term. Any credits owed to Client after reconciling actual usage versus projected will be paid to Client. Client must return any unused consumables to Contracted Vendor.

AGREED AND ACCEPTED BY: Specialized Purchasing Consultants

By: Skip Tilton

Title: Manager

Date:

Signature: Man

Named Contracted Vendor:

**Budget Document Technologies** 

P.O. Box 2322

Lewiston, ME 042412322

2077827427

AGREED AND ACCEPTED BY: Greenbush School Department

By: Gwen Smith

Title: Superintendent

Date: 100 100

Signature: (



# SCHEDULE B WARRANTY

**Client: Greenbush School Department** 

**Contracted Vendor: Budget Document Technologies** 

Term: 8/2/2020 through 6/30/2026

Building	Room	Model	Serial Number	Warranty Life	Model Intro Date
Helen S. Dunn Elementary School	Custodian Office	Konica Minolta BH808	A8KN012000210	4,000,000	6/1/2016
Helen S. Dunn Elementary School	Library	Konica Minolta BHC550i	AA7P011000646	3,000,000	2/1/2020
Helen S. Dunn Elementary School	Teachers' Room	Konica Minolta BH808	A8KN011012677	4,000,000	6/1/2016

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



### WARRANTY

Budget Document Technologies ("Contracted Vendor") hereby warrants to Greenbush School Department ("Client") that, if any such Equipment described on Schedule B attached hereto malfunctions through no fault of Client during the term commencing on August 2, 2020 and terminating on June 30, 2026, and such Equipment cannot be repaired promptly, Contracted Vendor will replace such Equipment with equipment which is equal to or superior in quality and capabilities to the Equipment being replaced, at no cost to Client. Refer to Schedule B for Additional Provisions to this Warranty.

The only exclusions to this Warranty are as follows:

- 1. This Warranty will expire for an item of Equipment when the Warranty Life of such item of Equipment in number of copies, as shown on Schedule B attached hereto, is exceeded;
- 2. This Warranty will expire for an item of Equipment at the date which is ten years after such Equipment was first offered for sale or lease by the manufacturer as shown on Schedule B attached hereto.

<b>AGREED</b>	AND	ACC	<b>EPTED</b>	BY:
<b>Budget D</b>	ocum	ent 7	<b>Technol</b>	ogies

By: Tom Ouellette

Title: Administrator

Date: 10-26-20

Signature

AGREED AND ACCEPTED BY: Greenbush School Department

By: Gwen Smith

Title: Superintendent

Date:

Signature:

# **VOTE TO BE ADOPTED Greenbush School Department**

**<u>Voted</u>**: The Superintendent of Schools is authorized to execute and deliver a tax-exempt lease purchase agreement with M.S.T. Government Leasing, LLC in the name and on behalf of the Greenbush School Department (the "Issuer"), for the purpose of refunding and refinancing existing lease purchases of photocopier equipment and lease purchasing additional new and reconditioned photocopier equipment, any service agreements specifically financed in connection with certain equipment, consulting fees, and related costs of issuance, with an aggregate purchase price not exceeding Nineteen Thousand, Four Hundred Seventy Nine and Fifteen Cents (19,479.15), at a rate of interest of not more than 3.34% per year through August 1, 2025, and otherwise in such form as the Superintendent may approve; and that the appropriate officials of the Issuer be and hereby are authorized to execute and deliver on behalf of the Issuer such other documents and certificates as may be required in connection with such taxexempt lease purchase agreement; and that no part of the proceeds of said tax-exempt lease purchase agreement shall be used, directly or indirectly, to acquire any securities or obligations, the acquisition of which would cause the tax-exempt lease purchase agreement to be a "private activity bond" or an "arbitrage bond" within the meaning of Sections 141 and 148, respectively, of the Internal Revenue Code of 1986, as amended (the "Code"); and that the tax-exempt lease purchase agreement issued pursuant hereto be designated as a qualified tax-exempt obligation within the meaning of Section 265(b)(3)(B) of said Code; and that the Superintendent be and hereby is authorized to covenant on behalf of the Issuer to file any information report and pay any rebate due to the United States in connection with the issuance of said tax-exempt lease purchase agreement, and to take all other lawful actions necessary to insure that the interest portion of the rental payments under and pursuant to the tax-exempt lease purchase agreement will be excluded from the gross income of the owners thereof for purposes of federal income taxation and to refrain from taking any action which would cause such interest portion of the rental payments to become includable in the gross income of the owners thereof. The School Board of the Issuer also authorizes the Superintendent of the School Department to sign the attached Contract with Specialized Purchasing Consultants, Inc. relating to acquisition of photocopying equipment for the Issuer and authorizes such person to make any elections under the Contract not exceeding the aggregate purchase price of this authorizing Vote.

M.S.T. Government Leasing LLC

1491 Eastside River Road

Dummer, NH 03588

800-750-1538

Lease Number: 482

### **Municipal Lease Purchase Agreement**

M.S.T. Government Leasing LLC, a New Hampshire Limited Liability Company with a principal location in Dummer, New Hampshire, (the "Lessor"), and the Lessee, indicated on Schedule A attached hereto (the "Lessee") agree to the lease of equipment subject to the terms of this Agreement and all schedules attached hereto (collectively referred to as the "Lease").

In consideration of the mutual covenants herein contained, the parties covenant and agree as follows:

- 1. **EQUIPMENT.** Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor the equipment listed in <u>Schedule F</u> together with any replacement parts, additions, repairs or accessories now or hereafter permanently incorporated in or affixed to it (the "Equipment") on the terms and conditions set forth herein.
- 2. **TERM.** The term of this Lease is set forth in <u>Schedule A</u> (the "Lease Term")
- 3. COMMENCEMENT AND EXPIRATION. This Lease shall commence upon Lessee's acceptance of the Equipment (the "Commencement Date") and continue until the earlier of (i) the end of the Lease Term; (ii) a permitted termination pursuant to Non-Appropriation of Funds (Paragraph 17); (iii) Lessor's termination of the Lease after Default (Paragraph 19) or (iv) Lessee's proper exercise of its option (Paragraph 20). Lessor shall have no obligation to Lessee under this Lease if the Equipment, for whatever reason, is not delivered to Lessee within 90 days after Lessee signs this Lease. Lessor shall have no obligation to Lessee under this Lease if Lessee fails to execute and deliver to Lessor an "Acknowledgement and Acceptance of Equipment by Lessee" form within 30 days after the Equipment is delivered to Lessee.
- 4. **ACCEPTANCE OF EQUIPMENT.** Lessee agrees to immediately inspect the Equipment upon receipt of the Equipment and to execute an "Acknowledgment and Acceptance of Equipment by Lessee" form, in the form attached hereto as <u>Schedule B</u>, after the

Equipment has been delivered and after Lessee is satisfied that the Equipment is satisfactory as of the time of inspection in every respect, excluding latent or unknown defects. The "Acknowledgment and Acceptance of Equipment by Lessee" form must be promptly executed and delivered to Lessor within 30 days after the Equipment is delivered to Lessee.

- 5. <u>CONVENANTS OF LESSEE</u>. Lessee represents and warrants to Lessor that as of the date of this Lease and throughout the term of this Lease:
  - (a) Lessee is a public body, politic and corporate within the State in which it is located;
  - (b) Lessee is duly organized and existing under the Constitution and laws of said State, and is duly authorized to execute and carry out its obligations under this Lease;
  - (c) This Lease including all schedules and amendments hereto have been duly authorized, executed and delivered by Lessee;
  - (d) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of payments under this Lease and will not use or permit the use of the Equipment in such a manner as to cause this Lease to be a "private activity bond" or an "arbitrage bond" under the Code; and
  - (e) No provision of this Lease constitutes a pledge of tax or general revenues of Lessee and all lease payments hereunder shall constitute current expenses of the Lessee.
- 6. PAYMENTS: AMORTIZATION SCHEDULE. Lessee agrees to promptly pay the total rent equal to the "Payment Amount" as set forth in Schedule A multiplied by the number of payments specified in "No. of Payments" as set forth in Schedule A. Payments will be made in advance and periodically as specified in Schedule A. Payments shall be made by Lessee at Lessor's address set forth above, or as otherwise directed by the Lessor. Lessee shall not abate, set off, deduct any amount, or reduce any payment for any reason. The first payment shall be due on the date of the date of acceptance of the Equipment by Lessee, and subsequent payments shall be due on the same day of each succeeding pay period throughout the term of the Lease. If any Payment is not received by Lessor within thirty (30) days after the Payment Date, then Lessee shall pay to Lessor a late payment fee of five percent (5%) of the amount of such delinquent Payment. Lessee agrees that the Amortization Schedule delivered or to be delivered to Lessee shall be incorporated into this Lease. Lessee shall be deemed to have agreed to such Amortization Schedule as of the Commencement Date.

- 7. <u>DISCLAIMER OF WARRANTIES AND CLAIMS, LIMITATION OF REMEDIES.</u>
  THERE ARE NO WARRANTIES BY OR ON BEHALF OF LESSOR. Lessee acknowledges and agrees as follows:
  - (a) LESSOR MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS FITNESS OR SUITABILITY FOR ANY PARTICULAR PURPOSE, ITS DESIGN, ITS CAPACITY, ITS QUALITY, OR WITH RESPECT TO ANY CHARACTERISTICS OF THE EQUIPMENT;
  - (b) Lessee has fully inspected the Equipment, which it has requested Lessor to acquire and lease to Lessee, and the Equipment is in good condition and to Lessee's complete satisfaction as of the time of inspection, excluding latent or unknown defects;
  - (c) Lessee acknowledges that the Equipment is leased to Lessee solely for the purpose of performing essential governmental uses and public functions of Lessee within the permissible scope of Lessee's authority and will not be used in a trade or business;
  - (d) If the Equipment is not properly installed, does not operate as represented or warranted by the Supplier or manufacturer, or is unsatisfactory for any reason, regardless of cause or consequence, Lessee's only remedy, if any, shall be against the Supplier or the manufacturer of the Equipment and not against the Lessor;
  - (e) Provided Lessee is not in default under this Lease, Lessor assigns to Lessee any warranties made by the Supplier or the manufacturer of the Equipment;
  - (f) LESSEE SHALL HAVE NO REMEDY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES AGAINST LESSOR; and
  - (g) NO DEFECT, DAMAGE, OR UNFITNESS OF THE EQUIPMENT FOR ANY PURPOSE SHALL RELIEVE LESSEE OF THE OBLIGATION TO MAKE LEASE PAYMENTS OR RELIEVE LESSEE OF ANY OTHER OBLIGATION UNDER THIS LEASE.
- 8. <u>NON-ASSIGNMENT.</u> Lessee agrees that it shall not assign, sublease, pledge or transfer this Lease or sublease the Equipment or any interest therein, or otherwise dispose of the Equipment referenced in this Lease without the prior written consent of the Lessor.
- 9. **RELATION BETWEEN THE LESSOR AND THE SUPPLIER.** Lessee understands and acknowledges that no broker or Supplier or any agent of such is an agent of Lessor. No Supplier or agent of such is authorized to waive or alter any term or condition of this Lease

and no representation as to the Equipment made by a Supplier or agent of same shall affect Lessee's duty to pay Lessor the lease payments hereunder.

- 10. **LOCATION.** The Equipment shall be kept at the location set forth in Schedule A and may not be removed without Lessor's prior written consent.
- 11. <u>USE.</u> Lessee shall maintain the Equipment in good operating condition in the same configuration as when accepted, shall use the Equipment solely in the manner for which it is intended and reasonably in compliance with the manufacturer instructions, shall make all necessary repairs at Lessee's expense, shall reasonably comply with all laws relating to its possession, use or maintenance, and shall not unreasonably make any alterations, additions or improvements to the Equipment without the Lessor's prior written consent. Lessee further agrees to comply with all license and copyright requirements of any software used in connection with the Equipment.
- 12. OWNERSHIP; TITLE. Title to the Equipment shall pass to Lessee upon Lessee's acceptance of the Equipment pursuant to this Lease, subject to the rights of Lessor under this Agreement. To secure the payment of Lessee's obligations under this Lease, Lessee grants to Lessor a security interest constituting a first lien on the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds therefrom. Lessee agrees to execute such additional documents, including a UCC-1 financing statement in the appropriate office of Lessee's state and similar instruments, in form reasonably satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain a security interest, and upon assignment, the security interest of any assignee of Lessor. Lessor agrees to provide the Equipment to Lessee free of liens, attachments and other encumbrances. All additions, repairs or improvements made to Equipment shall belong to Lessee, subject to the rights of Lessor under this Lease.
- 13. <u>SURRENDER</u>. At the expiration of the Lease Term, should the Lessee choose not to exercise its option to purchase the Equipment, the Lessee, at its expense, shall return the Equipment in good repair, ordinary wear and tear excepted, by delivering it packed, if applicable, and ready for shipment to the Supplier or such other location as is agreed to by the parties.
- 14. LOSS OR DAMAGE. Lessee shall at all times after signing this Lease bear the entire risk of loss, theft, damage or destruction of any part of the Equipment from any cause whatsoever and no loss, theft, damage or destruction of the Equipment shall relieve Lessee of the obligation to make lease payments hereunder or to comply with any other obligation of this Lease. In the event of damage to any part of the Equipment, Lessee shall immediately place the same in good repair at Lessee's expense. If Lessor determines that any part of the Equipment is lost, stolen, destroyed, or damaged beyond repair, Lessee shall, at Lessee's option, do one of the following:

- (a) Replace the same with like equipment in good repair of comparable function, capacity and features, reasonably acceptable to Lessor in which event this Lease shall continue and the replacement equipment shall constitute Equipment for all purposes of this Lease; or
- (b) Pay Lessor in cash the following: (i) all amounts due from Lessee to Lessor under this Lease up to the date of the loss; and (ii) the accelerated balance of the total amounts due for the remaining term of this Lease attributable to said item, discounted to its net present value at a simple interest rate equal to the interest rate set forth on Schedule A and resulting in the amortization of principal and interest as set forth in the attached Amortization Schedule. Upon Lessor's receipt of payment set forth above, Lessee shall be entitled to the Equipment with any warranties made by the Supplier or manufacturer but without any warranties from Lessor. If insurance proceeds are used to fully comply with this subparagraph, the balance of any such proceeds shall go Lessee to compensate for loss of use of the Equipment for the remaining term of the Lease.
- 15. **INSURANCE: LIENS; TAXES.** The Lessee shall at its own expense and for the term of this Lease provide and maintain insurance against loss, theft, damage or destruction of the Equipment in an amount not less than the full replacement value of the Equipment, naming Lessor or its assignee as the loss payee to the extent of Lessor's interest. Lessee also agrees to name Lessor as an additional insured on Lessee's comprehensive general all-risk liability policy or public liability policy, insuring Lessor and Lessee against any and all loss or liability for all damages, either to property, persons or otherwise, which might result from the condition, use or operation of the Equipment, with such limits and with an insurer satisfactory to the Lessor. The Lessee's obligation under this paragraph is limited by the Lessee's limits of liability and substantive areas of liability under the Maine Tort Claims Act or its limits and areas of liability under its insurance, whichever is greater. Each policy shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission, or neglect of Lessee and cannot be canceled without 30 days' prior written notice to Lessor. As to each policy Lessee shall furnish to Lessor a certificate of insurance from the insurer, which certificate shall be evidence the insurance coverage required by this paragraph, Lessor shall have no obligation to ascertain the existence of or provide any insurance coverage for the Equipment or for Lessee's benefit. Lessee agrees to keep the Equipment free and clear of all liens and encumbrances and to pay any and all charges and taxes imposed by local, state or federal law or authorities arising out of ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee causes or allows events to happen that change the interest income tax-exempt status of this Lease, as provided in the Internal Revenue Code of 1986, as amended, Lessee agrees to pay the "taxable interest rate" retroactive to its Commencement Date. The "taxable interest rate" is defined as that rate that results in the same after-tax yield to the Lessor, or its assigns, as the tax-exempt rate on this Lease, or the highest rate permitted by law, whichever is less.

- 16. <u>ASSIGNMENT BY LESSOR</u>. Lessee agrees that Lessor may assign this Lease after providing written notice to the Lessee of the assignment. Should the Lessor choose to assign the Lease, the assignee shall have all rights and obligations originally afforded Lessor under this Lease. Lessee shall recognize and hereby consents to any assignments of this Lease.
- 17. NONAPPROPRIATION OF FUNDS. In the event no funds or insufficient funds are appropriated and budgeted for lease payments due under this Lease, the Lessee may elect to terminate this Lease in accordance with this paragraph. Lessee's election to terminate must be exercised by delivering its prior written notice of its intent to terminate together with a certified statement by an authorized official indicating that insufficient sums have been appropriated for the ensuing fiscal year of the Lessee. In the event of such termination, Lessee agrees to peaceably surrender the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer's specifications, if applicable, and sent prepaid and insured to the location as is agreed to by the parties. Lessor shall have all legal and equitable rights and remedies to take possession of the Equipment. Termination under this Paragraph 17 shall be effective upon the expiration of the applicable fiscal year of the Lease and payment of all lease payments during that fiscal year. Lessee's exercise of its rights under this Paragraph17 shall not affect the survival of any other provisions (other than the obligation to make lease payments beyond the applicable fiscal year) which survive the termination of the Lease.
- 18. **ESCROW ACCOUNT.** At the option of the Lessor, an escrow account may be created at Franklin Savings Bank to hold the Lease proceeds prior to disbursement of funds to the seller of the Equipment. Any interest earned on this account shall be payable to the Lessee. Lessor shall act as the escrow agent and shall disburse funds as appropriate under the other provisions of the Lease. Lessee understands and agrees they have no right of direct access to the funds in said escrow account.
- 19. **DEFAULT.** Lessee shall be in default of this Lease if: (a) Lessee fails to make any payments which are due under the terms of this Lease for a period of ten (10) days after the due date thereof; (b) Lessee fails to abide by any of the provisions of this Lease, and such failure continues for a period of ten (10) days after notice from Lessor; (c) the Equipment or any portion of the Equipment becomes subject to liens, seizures, assignments, transfers, sublease or sale without the prior written consent of the Lessor; (d) Lessee abandons the Equipment or permits any other entity to use the Equipment without the prior written consent of Lessor, (e) Lessee has made any misleading or false statements in connection with application for or performance of this Lease; (f) Lessee defaults in any other agreement it has with Lessor; (g) Lessee assigns its rights in property for the benefit of creditors; or (h) Lessee files a petition under any state or federal bankruptcy or insolvency laws, or any similar law.

- 20. <u>OPTION.</u> Provided that no default or Non-Appropriation of Funds has occurred, Lessee may purchase all (but not less than all) of the Equipment for the Option Price set forth on <u>Schedule A</u> at the end of the Lease Term. If Lessee exercises its option under this paragraph, Lessor shall convey or release to Lessee, all its right, title and/or interest in the Equipment on an "AS-IS, WHERE-IS" basis without any representation or warranty.
- 21. **SEVERABILITY.** This Lease is intended to constitute a valid and enforceable legal instrument, and no provision of this Lease that may be deemed unenforceable shall in any way invalidate any other portion or provisions hereof, all of which shall remain in full force and effect.
- 22. <u>TIME OF ESSENCE</u>. Time is of the essence in the performance of all aspects of this Lease; the parties agree that this provision shall not be waived by implication or otherwise should the parties accept performance on a late basis.
- 23. <u>CHOICE OF LAW.</u> The parties agree that the execution, interpretation and performance of this Lease shall be governed by the laws of the State of Maine.
- 24. <u>ENTIRE AGREEMENT: NO WAIVER.</u> This Lease, together with the attached Schedules A-F, constitutes the entire agreement between Lessor and Lessee. No provision of this Lease shall be modified or rescinded unless in writing signed by a representative of all parties hereto. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

IN WITNESS WHEREOF, the parties have caused this Municipal Lease Purchase Agreement to be executed by their duly authorized representatives as an instrument under seal.

Lessor:	Lessee:
M.S.T. Government Leasing LLC	Greenbush School District
By: ///like	By: (July C. Smith)
Merle S. Tilton	Gwen E. Smith
Its: President	Its: Superintendent
Date: 8-14-2020	Date: $8/5/2020$

### M.S.T Government Leasing, LLC.

Lease Number: 482

### Schedule A – SCHEDULE OF EQUIPMENT AND LEASE PAYMENTS

**LESSEE: Greenbush School Department** 

**ADDRESS: 129 Military Road** 

Greenbush, ME 04418

**EQUIPMENT DESCRIPTION: (Schedule F)** 

Lease Term: 5 Years

Payment Amount: \$4,294.36

No. of Payments: 5

Pay Period: Annual

**Advance Payments: None** 

Lease Value: \$19,479.15

Option Price: \$1.00

Amortization Schedule: (see attached)

Lease Commencement Date: 08/02/2020

First Payment Due: 08/01/2021

Lessor: M.S.T. Government Leasing LLC

Merle S. Tilton, President

Date: 8-14-2020

**Lessee: Greenbush School Department** 

**Gwen E. Smith, Superintendent** 

Date: August 5, 2020

### **Greenbush Amort**

Compound Period .....: : Annual

Nominal Annual Rate .... : 3.340 %

### CASH FLOW DATA

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/02/2020	19,479.15	1		
2	Payment	08/01/2021	4,294.36	5	Annual	08/01/2025

### AMORTIZATION SCHEDULE - Normal Amortization

Date	Payment	Interest	Principal	Balance
Loan 08/02/2020 2020 Totals	0.00	0.00	0.00	19,479.15
1 08/01/2021	4,294.36	648.82	3,645.54	15,833.61
2021 Totals	4,294.36	648.82	3,645.54	
2 08/01/2022	4,294.36	528.84	3,765.52	12,068.09
2022 Totals	4,294.36	528.84	3,765.52	
3 08/01/2023	4,294.36	403.07	3,891.29	8,176.80
2023 Totals	4,294.36	403.07	3,891.29	
4 08/01/2024	4,294.36	273.11	4,021.25	4,155.55
2024 Totals	4,294.36	273.11	4,021.25	
5 08/01/2025	4,294.36	138.81	4,155.55	0.00
2025 Totals	4,294.36	138.81	4,155.55	
Grand Totals	21,471.80	1,992.65	19,479.15	

Gre	en	hı	ısh	A	ma	rt

Last interest amount increased by 0.01 due to rounding.

### M.S.T. Government Leasing, LLC.

Lease Number: 482

Date: Aug. 5, 2020

### Schedule B - ACKNOWLEDGEMENT AND ACCEPTANCE OF EQUIPMENT

Equipment: See Schedule F

Lessee hereby acknowledges that the Equipment described above has been received in good condition and repair, has been properly installed, tested, and inspected and is operating satisfactorily in all respects for all of Lessee's intended uses and purposes, excluding latent or unknown defects. Lessee hereby accepts the Equipment unconditionally and irrevocably from Lessor but waives no rights against supplier or manufacturer.

By signature below, Lessee specifically authorizes and requests Lessor to make payment to the supplier of the Equipment. Lessee agrees that said Equipment is not being leased on any type or form of trial or rental basis.

Lessee: Greenbush School Department

Gwen E. Smith, Superintendent

### M.S.T. Government Leasing, LLC.

#### Lease Number: 482

#### Schedule C - INSURANCE VERIFICATION

Paragraph 15 of the Lease states that you must carry insurance on the Equipment. Your insurance company shall name M.S.T. GOVERNMENT LEASING, LLC, 1491 EASIDE RIVER ROAD, DUMMER, NH 03588, its successors and/or assigns as the loss payee to the extent of its interest if the equipment is damaged. Please fillout the information below to ensure this takes place. You are responsible for contacting your insurance agent to set this up. Please have a binder sent to us.

This is to confirm that the Equipment under Lease Purchase Agreement No. 482 is or will be insured for all risks of loss or damage from every cause whatsoever, and the Lessee shall also carry public liability insurance, person injury insurance and property damage insurance covering the Equipment.

All such insurance shall be provided in accordance with the requirements of paragraph 15 of the Lease. M.S.T. Government Leasing, LLC and/or its Assignee shall be named to the extent of its interest "LOSS PAYEE" on the loss or damage coverage and "ADDITIONAL INSURED" on the lability coverage.

A binder describing the insurance will be sent to M.S.T. GOVERNMENT LEASING, LLC and/or its Assignee by mail and/or Fax: 603-262-1931

AGENCY: Alliant Insurance Services, Inc.

ADDRESS: 49 Community Drive, Augusta, ME 04330

Agent's Name: Anita Flockemer 207-626-2968

Phone: 207-622-3473

Insurance Co. MSMA Property & Casualty Insurance Trust

Policy No. Cert # MSMA001920

Expiration Date: 7/1/2020

WE MUST HAVE A CERTIFICATE OF INSURANCE IN HOUSE PRIOR TO FUNDING

### Request for Certificate of Insurance

TO:

Insurance Company: Alliant Insurance Services, Inc.

> 49 Community Drive Augusta, ME 04330

**Contact Name:** Telephone Number:

Fax Number:

A. Folckemer (207) 622-3473 (207) 626-2968

FROM:

Customer/Lessee Name:

Greenbush School Department

129 Military Road Greenbush, ME 04418

Contact Name:

Gwen E. Smith, Superintendent of Schools

Telephone Number:

(207) 826-2000

Fax Number: (207) 826-2001

Greenbush School Department ("Lessee") is in the process of financing certain equipment from M.S.T. Government Leasing, LLC ("Lessor"). In order to facilitate this transaction, please submit a Certificate of Insurance to:

M.S.T. Government Leasing, LLC 1491 East Side River Road Dummer, New Hampshire

Attention: Jack Day Fax Number: (207) 743-5377

Norway Savings Bank

Phone Number: (888) 725-2207 x1040

03588

Attn: Skip Tilton

Lessee requests that M.S.T. Government Leasing, LLC and Norway Bank be listed as INSUREDS as to public liability coverage and CO-LOSS PAYEES as to property coverage. A copy of said certificate should be forwarded to M.S.T. Government Leasing, LLC and Norway Savings Bank as described below.

NOTE: Coverage is to include (I) insurance against all risks of physical loss or damage to the Equipment (including theft) and (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage. In addition, M.S.T. Government Leasing, LLC and Norway Bank are to receive 30 days' prior written notice of cancellation or material change in coverage.

#### Please fax this completed information to both:

M.S.T. Government Leasing, LLC

Norway Savings Bank Attention: Jack Day Attn: Jessica Paradis Fax Number: (207) 743-5377

Fax Number: (603) 262-1931

Phone Number: (888) 725-2207 x1040

Phone Number: 800-750-1538

x1

**Greenbush School Department** 

Please contact the person above if you have any questions.

Thank you!

Name: Gwen E. Smith

Title: Superintendent of Schools

# 

**Lessee: Greenbush School District** 

### M.S.T. Government Leasing, LLC.

Lease Number: 482

#### Schedule E - Tax Statement

Lessee further covenants to Lessor as follows:

Lessee is a state or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and regulations thereunder (the "Code").

The Equipment will be used for a governmental or proprietary purpose of Lessee and will not be used in a trade or business of any person or entity other than the Lessee.

The Equipment will have a useful life in the hands of the Lessee that is in excess of the term of the Lease.

Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Section 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of the Lease Purchase Payments from gross income for the purpose of Federal Income Taxation.

Lessee will use the Equipment as soon as practicable and with all reasonable dispatch for the purpose for which this Lease has been entered into. No part of the proceeds of this Lease shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of this Lease, would have caused any portion of the Lease to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.

Lessee hereby designates the Lease as a "qualified tax-exempt obligation" as defined in Section 265 (b)(3)(B) of the Code, as amended. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Lease (the "Issuance Year") is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease, but excluding private activity bonds other than qualified 501 (c)(3) bonds) during the Issuance Year without first obtaining an opinion of recognition bond counsel acceptable to Lessor that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Lease is not a private activity bond as defined in Section 141 of the Code, as amended: 95% or more of the net proceeds of this Lease will be used for local governmental activities of Lessee; and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued by the Lessee and all subordinate

entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$5,000.000 of tax-exempt bonds (including this Lease, but excluding private activity bonds) during the Calendar Year without first obtaining an opinion of recognized bond counsel acceptable to Lessor that the excludability of the interest on the Lease from gross income for federal tax purposes will not be adversely affected.

Upon Lessor's request, Lessee shall, at its own expense, provide an opinion of recognized bond counsel acceptable to Lessor as to the above representations prior to acceptance of Equipment.

Lessee: Greenbush School Department

Gwen E. Smith, Superintendent



### Maine Revenue Services Augusta, Maine

### PERMANENT EXEMPTION CERTIFICATE

This Exemption Certificate is issued under the provisions of Title 36, Part 3 MRSA

GREENBUSH TOWN OF d/b/a HELEN S DUNN SCHOOL PO BOX 230 GREENBUSH, ME 04418-0230

Registration Number: E82279

Date Effective: January 1, 2009 Date Issued: October 1, 2010

ACTING EXECUTIVE PRECTOR

Form ST-2 2075564100930

This certifies that the organization named above is a school, and is therefore entitled to purchase tangible personal property or taxable services that will be used exclusively by the organization for the purposes for which it is organized without payment of the Maine sales or use tax.

Note to the Organization: This certificate is not to be used in activities that are mainly commercial enterprises including, but not limited to, purchases of items which will be resold by the organization. A copy of this certificate with the certification completed below, must be provided to your vendors in order to purchase goods exempt from tax. It is only necessary to provide one copy to the vendor. Subsequent purchases should indicate that the purchase is exempt from tax. In order to be exempt, the sale must be billed directly to and paid for directly by the organization named on the exemption certificate. This certificate cannot be used for purchases when payments are made with cash, personal checks, or personal credit cards.

Note to the Vendor: This certificate must be taken in good faith from the taxpayer named above. Your good faith may be questioned if you have knowledge of facts which give rise to a reasonable inference that the purchaser is not the holder of the exemption certificate or that the merchandise is not to be used exclusively by the organization. This certificate is valid only if the following certification is completed.

### PERMANENT EXEMPTION CERTIFICATE

I HEREBY CERTIFY: That the above exemption certificate is valid, that the tangible personal property described herein which I shall purchase from SPC will be used exclusively by the organization named above for purposes for which it is organized.

Description of property to be purchased:

Anthorized Signatur

Date

Greenbush School Department							
Schedule F							
Building	Room	1st Year Equipment	Serial Number				
Helen S. Dunn		Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CIF-Print-					
Elementary School	Custodian Office	Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN012000210				
Helen S. Dunn		Color Photo Konica Minolta BHC550i 55 CPM~ RADF Duplex 4-Paper Drawer 11 X 17 Finisher 3-Hole Punch-					
Elementary School	Library	Scan-Post Script-Hard Drive for Secure Print-Airprint	AA7P011000646				
Helen S. Dunn		Konica Minolta BH808 80 CPM ~ RADF Duplex (LCT if under 1,500 Capacity) Finisher 3-Hole Punch CIF-Print-					
Elementary School	Teachers' Room	Scan-Post Script-Hard Drive for Secure Print-Airprint	A8KN011012677				

# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER [optional]



### Maine Secretary of State

			Filing Nur	nber:			
B. E-MAIL CONTACT AT FILER [optional]			20200817109000122-25				
C. S	SEND ACKNOWLEDGEMENT TO: (Name and Address)		Filing Dat				
	ONLINE FILING	Ц	08/17/20	J1:14 ⊦	<sup>2</sup> M		
	1						
	L		THE ABOVE SPACE	IS FOR F	FILING OFFICE USE	E ONLY	
	EBTOR'S NAME: Provide only one debtor name (1a or 1b)(use exact, full						
nar	me will not fit in line 1b, leave all of item 1 blank, check here and pro  1a. ORGANIZATION'S NAME	ovide the Individual	Debtor information in item 10 of the	Financing	Statement Addendum	(Form UCC1Ad)	
	GREENBUSH SCHOOL DISTRICT						
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONA	L NAME	ADD'L NAM	IE(S)/INITIAL(S)	SUFFIX	
	ILING ADDRESS 9 MILITARY RD	GREENBUS	Н	STATE ME	POSTAL CODE 04418	COUNTRY	
12.	O MILITARY IND	OKLENDOS		1412	04418		
	EBTOR'S NAME: Provide only one debtor name (2a or 2b)(use exact, full name						
nar	ne will not fit in line 2b, leave all of item 2 blank, check here and prov 2a. ORGANIZATION'S NAME	ride the Individual D	ebtor information in item 10 of the	Financing S	tatement Addendum (F	orm UCC1Ad)	
	Za. ONONNIZATIONO NAIVIL						
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONA	AL NAME	ADD'L NAM	E(S)/INITIAL(S)	SUFFIX	
2c. M.	AILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY	
3. S	ECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASS	SIGNOR SECUR	ED PARTY - insert only one S	Secured P	arty name (3a or 3b	)	
	3a. ORGANIZATION'S NAME NORWAY SAVINGS BANK						
OR :	3b. INDIVIDUAL'S SURNAME	FIRST PERSONA	AL NAME	ADD'I NAM	IE(S)/INITIAL(S)	SUFFIX	
	30. INDIVIDUAL'S SURNAME	TIKSTFERSON	AL IVAIVIL	ADD L NAM	IE(3)/INTTAL(3)	SUFFIX	
3c. MA	ILING ADDRESS	CITY		STATE	POSTAL CODE	COUNTRY	
31 (	COURT STREET	AUBURN		ME	04210		
4. C0	DLLATERAL: This financing statement covers the following collater	ral:		<u> </u>			
See	e attachment						

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and instructions)	being administered by a Decedent's Personal Representative
6a. Check only if applicable and check only one box:  Public-Finance Transaction  Manufactured-HomeTransaction  A Debtor is a Transmitting Utility	6b. Check <u>only</u> if applicable and check only <u>one</u> box:  Agricultural Lien Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer	Bailee/Bailor Licensee/Licensor
8. OPTIONAL FILER REFERENCE DATA	

### Form **8038-GC**

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

▶ Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part	i F	leporting Authority					Return P		
1 ls	suer's nar	ne	2	Issue	r's emp	oloyer ide	ntification nun	nber (Ell	<b>1</b> )
Green	bush Sc	nool Department	0	1	6	0	0 0 1	8	4
3 No	umber an	street (or P.O. box if mail is not delivered to street address)					Room/suite	9	
129 Mi	litary Ro	ad							
4 Cit	ty, town, o	r post office, state, and ZIP code	5	Repo	rt num	ber (For	IRS Use Only	)	
Green	bush, M	- 04418							
6 Na	me and titl	of officer or other employee of issuer or designated contact person whom the IRS may call for more information	n 7	Telepi	none nu	mber of o	officer or legal re	present	ative
Gwen	E Smith	Superintendent				207-82	26-2000		
Part	III I	Description of Obligations Check one: a single issue  or a consoli	date	d re	turn				
8a		orice of obligation(s) (see instructions)				8a	19	,479	15
b		date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy	v for	mat	(for				
		le, 01/01/2009) (see instructions) ► 08/02/2020	,		•				
9		nt of the reported obligation(s) on line 8a that is:							
а		ises for vehicles				9a			
b		ises for office equipment				9b	19	,479	15
c		ises for real property				9c			
d		ises for other (see instructions)				9d			
e		nk loans for vehicles				9e			
f		nk loans for office equipment				9f			
g		nk loans for real property.				9g			
h	For ba	nk loans for other (see instructions)				9h			
i		o refund prior issue(s)				9i			
i		senting a loan from the proceeds of another tax-exempt obligation (for example, bond				9j			
k	-					9k			
10	If the	ssuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exce	eptio	n), cl	heck	this bo	ж	. ▶	V
11	If the	ssuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see	e inst	ructi	ons)			. ▶	
12		r's or bank's name: Norway Savings Bank							
13	Vendo	r's or bank's employer identification number: 0 1 0 1	3		0	8	3 7		0
		Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statem	ents, a	nd to	the bes	t of my ki	nowledge and	belief, the	rson(s)
_	nature	that I have authorized above.	anorn,		,				
and		1. O C D Z							
Con	sent	Juen E mith 8/22/2020					perintender	t	
		Signature of issuer's authorized representative Date	Ту	oe or	print n	ame and	The second second		
Paid		Print/Type preparer's name Preparer's signature Date				eck			
	arer	Jessica Paradis JParadis			se	f-employ			
	Only	Firm's name ► Specialized Purchasing Consultants		Firr	n's EI		020515		
550	Jy	Firm's address ► 1491 East Side River Road, Dummer, NH 03588		Pho	one no	. 80	00-750-1538	ext 1	01

### **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

#### What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

#### **Purpose of Form**

Form 8038-GC is used by the issuers of taxexempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

#### Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

# Greenbush Quality of Service Survey

Install done in August 202	20.	
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Email address *	
awebster@spccopypro.com	

How would you rate the quality of service from SPC regarding this upgrade/install? 1-10, 10 being the best and why?

9, Gwen can't print to one of the printers, but she will call Budget about this.

How can SPC improve?

She cannot think of anything we can do better. We cover all the bases.

How would you rate the quality of service from the vendor on this install/upgrade? 1-10, 10 being the best and why?

9, there were a few people that asked for training. Training videos would have been great to have.

This form was created inside of Specialized Purchasing Consultants.

Google Forms