



Specialized Purchasing Consultants Corp.

Serving Maine, New Hampshire & Vermont since 1988

CONTRACT

THIS CONTRACT (the "Contract") is made this 11 day of **December, 2011** by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and Berlin Public Schools SAU 3 ("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:
PO Box 190
Gorham, NH 03581
(800) 750-1538
(866) 281-7596 Fax

Corporate Email Address:
stilton@spccopypro.com

1. **Term.** The term of this Contract is four years from the date hereof, unless earlier terminated or extended pursuant to the terms hereof or by mutual written agreement of the parties hereto. Client can terminate this Contract at any time for any reason after one year, upon 30 days written notice to Contractor, following an extension of this Contract to effect an upgrading of equipment covered by this Contract. Otherwise, so long as Contractor remains in business, this Contract shall not terminate, unless pursuant to the terms hereof.
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, High End Network Printers, or other equipment outlined in the Five Year Equipment Replacement Schedule described in subparagraph (l)) 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 \$.0042 per scheduled copy, the Contractor's fee is \$.000462 per such copy); and (b) eleven percent (11%) of the principal amount (cost) 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, Low End Legacy Printers that the client has already purchased 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. If this Contract is terminated pursuant to Paragraph 1 above, no fees payable hereunder are refundable by Contractor to Client.

SPC guarantees that Client's initial new total cost of obtaining and operating reprographic equipment pursuant to this Contract will be less than Client's current total cost of obtaining and operating Client's current reprographic equipment, even after SPC's fees have been included in this new total cost. If SPC fails to achieve this, SPC will terminate this 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.**
 - 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)) of Client's existing reprographic system including Client's current photocopiers, offset presses, high-speed duplicators, 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 hereunder, 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 hereunder, 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.
 - 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.
 - 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.



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7. **Extending Contract Term.** If, in carrying out the provisions of this Contract, Contractor, with Client's written approval, negotiates for Client an equipment or service and supply contract that extends beyond the original term of this Contract, then the term of this Contract shall be extended automatically to a date that coincides with the latest expiration date of any such equipment or service and supply contract.
8. **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 the selection of reprographic equipment or services by Client pursuant to this Contract.
9. **Optional Insurance Fund.** By initialing below, Client hereby elects to pay Contractor, as part of the principal amount of equipment covered by this Contract, a one-time insurance charge for each item of reprographic equipment covered by this Contract, \$300 (for an existing Client of Contractor) or \$500 (for a new Client of Contractor), to cover any costs unforeseen by Client for:
- a. Shipping or storage under Paragraph 3(h) hereof;
 - b. Computer interface Ports
 - c. Computer Interface Drops
 - d. Specialized Reprographic Surge Protectors
 - e. Electrical Rewiring found to be necessary to integrate reprographic equipment provided hereunder
 - f. Client's existing electronic data processing network
 - g. Legal cost to build and facilitate the lease

Existing Client Initials:

Accept CC

New Client Initials:

Accept _____

10. **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.

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>Berlin Public Schools SAU 3</u>
Signature	<u>X <i>Corinne E. Cascadden</i></u>
Authorized by (please print)	<u>Corinne E. Cascadden</u>
Title	<u>Superintendent of Schools</u>
Address 1	<u>183 Hillside Avenue</u>
Address	_____
City, State, Zip	<u>Berlin, NH 03570-</u>
Telephone Number	<u>(603) 752-6500</u>
Fax Number	<u>(207) 752-2528</u>
E-mail address	_____

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

Signature
SPC Contact

X

SPC Corporate
Signature

Skip Tilton

This is the entire contract. Any verbal promises made outside of this contract are null & void.