

FLOYD COUNTY BOARD OF EDUCATION
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William Newsome, Jr., Vice-Chair - District 3
Linda C. Gearheart, Member - District 1
Dr. Chandra Varia, Member- District 2
Rhonda Meade, Member - District 4

Date: April 17, 2019

Action/Discussion Item: To approve the maintenance contract agreement with Superior Office Supply for the school's Riso Copy Machines. There are three (3) Riso copiers in the building.

Applicable Statutes or Regulation: Bd. Policies 03.221, 03.21

Issue: BLES uses Riso Copiers to reduce the amount of copies being made on the school's digital copiers. These copiers are used for mass copying for the entire school. These copiers are serviced by Superior Office Supply.

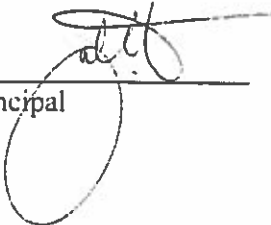
Background: Superior Office Supply has serviced the Riso copiers at Betsy Layne Elementary for over 10 years. The contract has been reviewed and approved by the District's Finance Director.

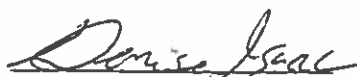
Budget/Financial Issues: Betsy Layne Elementary is currently required to pay \$800 per year to maintain this service agreement on all machines. The school's SBDM Council budgets for this cost each year.

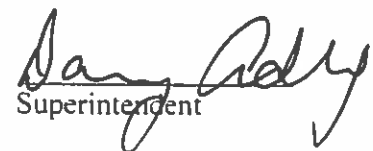
Alternative: Not to allow the renewal of the service agreement. This would place Betsy Layne Elementary in a situation where the school would have to pay for each maintenance call for each copier throughout the school year; there are three (3) Riso copiers in the building.

Recommended Action: To allow the maintenance agreement to be signed by the superintendent, so the maintenance agreement can be renewed for another school year.

Contact Person: Melena Brinager / 606.263-6272 John A. Kidd / 606.263.6272


Principal


Director of Instruction


Superintendent

**SUPERIOR OFFICE SERVICE, INC.
MAINTENANCE AGREEMENT**

108 West Eighth Avenue
Huntington, WV 25701

208 Leon Sullivan Way
Charleston, WV 25301

Superior Office Service, Inc., (Superior) agrees to provide and the Customer agrees to accept maintenance service on the equipment listed, at the annual charges indicated in the attached equipment list, in accordance with the following terms and conditions.

*auto
renewal
removed
chr*

1. TERM

This agreement is effective from the commencement date and shall continue for a period of one (1) year.

..., unless written notice is provided by either party at least thirty (30) days prior to the anniversary date of the agreement. All agreements shall be billed and paid one year in advance.

2. MAINTENANCE SERVICE

Superior agrees to provide maintenance service availability Monday thru Friday, from 9:00AM to 5:00 PM, and keep the equipment in good working order while operated in accordance with Superior published specifications while the equipment is located within Superior area of responsibility.

The maintenance provided is based on the specific performance standard needs of individual products as determined by Superior Maintenance Technicians - during a reported service call or at the discretion of the Superior Service Manager. On call remedial maintenance will be provided and will include adjustments, lubrications and replacement of parts deemed necessary by Superior.

3. CHARGES

All service calls made on equipment not under maintenance contract shall be invoiced immediately at prevailing rates. The contract is subject to change upon Renewal Date.

4. INITIAL INSPECTION AND REPAIR

If the equipment to be covered by this agreement is not under Superior maintenance responsibility, nor covered by Superior standard warranty, immediately prior to the commencement date of this Agreement, it shall be subject to a chargeable inspection by Superior. Superior shall take such action as may be necessary in its judgment to place the equipment in good operating condition, including without limitation, making repairs and adjustments and replacing parts. The Customer shall pay for all labor and materials used in connection therewith at Superior then current commercial rates, unless otherwise noted.

5. SUPERIOR PROPERTY

Maintenance software, test equipment and similar property used by Superior at the installation site (even if shipped with equipment) shall remain the exclusive property of Superior and shall be for the sole use of Superior and under control of Superior.

6. ACCESS TO EQUIPMENT

Superior shall have full and free access to the equipment to provide service thereon.

7. EXCLUSIONS

Maintenance service is contingent upon the proper use of all equipment and does not include:

- A) Electrical work external to the equipment or maintenance of accessories, attachments or other devices not furnished by Superior.
- B) Service caused by supply items that do not meet Superior specifications.
- C) Repair of damage or increase in service time resulting from:
 - (1) Accident, transportation, neglect, theft, fire or water damage, misuse or other than ordinary use.
 - (2) Failure of electrical power, air conditioning or humidity control.
 - (3) Alterations which include but are not limited to, any changes in Superior design, installation or removal of Superior features, or any other modification whenever any of the foregoing are performed by other than Superior representatives.
- D) Furnishing platens, expendable supply items (toner) or materials therefore, unless specifically noted in contract.
- E) Making specification changes or performing services connected with relocation of Equipment and adding or removing accessories, attachments or other devices.
- F) Such service which is impractical for Superior representatives to render because of alterations in the equipment or their connection by mechanical or electrical means to another machine or device.
- G) Equipment located in an unsuitable place of installation or an unsafe or hazardous environment, as determined by Superior.
- H) Problems relating to or caused by software which was not supplied by Superior.
- I) Problems relating to or caused by operating environment including electrical power, heating, air conditioning and humidity which are not within Superior specifications.

8. MODIFICATIONS

If persons other than Superior representatives perform maintenance or repair of a unit of equipment, and as a result further repair by Superior is required, such repairs are not included in the charges set forth in this Agreement, and will be made at Superior applicable time and material rate and terms then in effect. Maintenance by third parties could be the basis for voiding any existing warranties.

9. ENGINEERING CHANGES

Engineering changes, determined applicable to Superior, will be controlled and installed by Superior at no charge on equipment covered by this Agreement. The Customer may, by providing notice subject to written confirmation by Superior, elect to have only mandatory changes, as determined by Superior installed on equipment so designated.