



Issue Paper

DATE:

11/9/2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve a one-year equipment maintenance agreement with ACCO/GBC for continued maintenance on Caywood Elementary's Ultima 65 laminator.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Annual renewal of our maintenance agreement with ACCO/GBC for our Ultima 65 laminator.

FISCAL/BUDGETARY IMPACT:

\$614.40 SBDM Budget code 0201118-0433-7000

RECOMMENDATION:

Approval to of a one-year equipment maintenance agreement with ACCO/GBC for continued maintenance on Caywood Elementary's Ultima 65 laminator.

CONTACT PERSON:

Kim Mott


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.
Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.



EQUIPMENT MAINTENANCE AGREEMENT (EMA) RENEWAL QUOTE

Attention:	MICHELLE THORNBERRY	Date:	11.08.2023
Email	<u>MICHELLE.THORNBERRY@JENTON.KY</u> <u>SCHOOLS.US</u>	Previous Contract: SAP #	40337379 5059353

This letter is to offer you a GBC Equipment Maintenance Agreement (EMA).
Coverage details and pricing are outlined below.

	Model And Description	Serial#	Start Date	End Date	(1) Year Renewal Price	(3) Year Renewal Price	(5)Year Renewal Price
1	V,EMA ULTIMA 65	YC00100G	01.17.2024	01.16.2025	\$614.40	\$1,695.74	\$2,672.64

****This quote is valid for 90 days from the date issued****

Note that without coverage, you will be responsible for labor, travel, and parts for each service call placed on your equipment.

GBC offers the same reliable service on many other products such as Collators, Paper Cutters, Folding machines and lots more! Discounts are also offered for multi-machine and multi-year contracts.

Contact me for additional information and/or to process your agreement. For your convenience, I have also included your service technician's contact information for you below.

Thank you - GBC appreciates your business!

Customer Acct Name	J.A. CAYWOOD ELEMENTARY SCHOOL-YC00100G-5059353		
Address	3300 TURKEYFOOT ROAD		
City, State Zip	EDGEWOOD KY 41017		
Authorized Signature		Phone	859-341-7062
Date		P.O. Number	

****All contracts with a value of \$650 or higher require a signature****

Keith Cox

Equipment Maintenance Agreement Specialist
Email: Keith.Cox@acco.com
Phone: 662-480.3373
Toll Free :888-449-5927

Gordon Rice-2174

Field Service Technician
Email: Gordon.rice@acco.com
Phone ; (740)876-3249





EQUIPMENT MAINTENANCE AGREEMENT (EMA) TERMS AND CONDITIONS

1. Upon payment of the Total Invoice and subject to the terms and conditions contained herein, GBC will use commercially reasonable efforts to maintain in good working order the electrical and mechanical parts and components of the Equipment.
2. Whenever service is required, GBC will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. GBC may use new, used, refurbished, remanufactured, or reconditioned parts when providing such service. Not covered are consumable supply items, including but not limited to modular punching dies, wide format laminator rollers, cut sticks, cutter knives, trimmer blades or optional accessories purchased for the Equipment. Also not covered are parts damaged by the customer through abuse or misuse. All replaced parts will become the property of GBC.
3. All service will be provided during GBC's normal business hours, 8:30 A.M. to 5:00 P.M., Monday through Friday. For service outside of normal working hours additional charges shall be paid by Customer in accordance with then prevailing GBC rates.
4. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. GBC does not allow its Technicians to lift equipment greater than 60 lbs. and GBC's Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
5. Customer agrees to give GBC at least thirty (30) days prior written notice of any change in location of the Equipment.
6. Maintenance hereunder does not include repair of damage resulting from abuse, accident, failure or reduction of electric power, improper installation or storage, improper Equipment operating environment, misuse, neglect, transportation, failure to operate within performance specifications, or failure to operate according to instructions and documentation. If persons or entities other than GBC service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by GBC is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by GBC in accordance with the prevailing GBC rates.
7. Renewals shall be governed by then prevailing GBC rates unless terminated by either party upon thirty (30) days written notice.
8. If any Equipment is regularly used by more than one shift of personnel, the maintenance total charge for that Equipment will be increased 100 percent for each additional shift regularly using the Equipment.
9. If the Equipment becomes obsolete because components to complete the repair are no longer available, GBC will refund the remaining prorated portion of the Agreement to the Customer.
10. All applicable federal, state and local taxes (except taxes based on income) shall be borne by the Customer when and if levied on the services performed hereunder.
11. This Agreement shall constitute the entire agreement between the Customer and GBC irrespective of inconsistent or additional terms and conditions in the Customer's purchase order or other documentation. Any alteration or additions to the terms and conditions of this Agreement as enumerated and printed herein, shall not be binding on GBC unless the Agreement as altered shall have been approved in writing by an officer of GBC.





12. **CUSTOMER AGREES THAT GBC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF BUSINESS HOWEVER CAUSED NOTWITHSTANDING ADVICE TO GBC OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM THE IMPROPER FUNCTIONING OF THE COVERED EQUIPMENT.** No action arising out of this Agreement or services performed hereunder may be brought by either party more than one (1) year after the cause of action has accrued.
13. **In cases when GBC's standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from GBC, must be specified at the signing of this Agreement, agreed to in writing by GBC, and attached to this Agreement. The attachment must be affirmatively indicated on the front side of this Agreement.**

AGREEMENT COVERAGE

Three - Point

- Toll-Free number to call in for service.
- Four (4) business hour phone response from Technician.
- Two business day on-site service.
- Unlimited parts, labor, and Travel.



GBC

EMA

Equipment Maintenance Agreements



SAVE MONEY AND PROTECT YOUR EQUIPMENT WITH GBC

What's included with Equipment Maintenance Agreements:

- Unlimited parts
- Unlimited travel to your location for repairs
- Unlimited labor costs from a factory trained service representative
- Priority phone response over non EMA service calls
- Scheduling priority over non EMA service
- Basic operator training
- No service lapse, you are contacted prior to expiration of EMA

Equipment Maintenance Agreements (EMAs) from GBC's Full Circle Service Team.

GBC provides service nationwide with over 350 Service Technicians with a 95% satisfaction level. Keep your equipment running at peak performance, whether you're buying it now or it's been running strong for years.

One price provides the benefit of extended service coverage – even if the product isn't manufactured by GBC.

Without protection, the cost to replace one key part could be more than the entire year of coverage.

Machines We Service

Electric/Hydraulic Cutters	Shrink Wrap Machines	Paper Folders
Paper Trimmers/ Substrate Cutters	Numbering Machines	Paper Joggers
Perforators/ Scorers	Collators	Paper Drills
Business Card Slitters	Booklet makers	Laminators
Shredders	Inserters	Staplers & Stitchers



EMA

Equipment Maintenance Agreements

FIND
THE BEST
SOLUTION
FOR YOUR
NEEDS ►



For more information visit:

www.gbc.com
(service-support)
or call (800) 723-4000

Address:
ACCO Brands
4 Corporate Drive
Lake Zurich, IL 60047

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Unlimited Coverage

Investing in an Equipment Maintenance Agreement reduces your expenses and ensures the best possible protection for your equipment. One reasonable payment provides the benefit of unlimited service coverage. The labor and travel expenses of our Full Circle Service team members, as well as the cost of replacement parts, are all included in the original price of the service plan.

Product	*Estimated Typical Service Cost	1-Year Service Plan Cost	YOU SAVE
GBC ULTIMA 65	\$578.16	\$506.00	\$72.16
GBC MP2500IX	\$769.50	\$551.00	\$218.50
GBC SYSTEM 3 PRO-1	\$1043.78	\$888.00	\$155.78
DUPLO DF-777	\$608.14	\$562.00	\$46.14

Multi-Year Maintenance Agreements

Save more by extending your Equipment Maintenance Agreement for up to five years. As the length of your agreement increases, so does your discount. A multi-year agreement not only protects your equipment in future years, but also allows you to lock in the current price.

Contract Length	1 Year	2 Years	3 Years	4 Years	5 Years
DISCOUNT	—	10%	15%	20%	20%
EMA rate if purchased with multi-year discount	\$100	\$90	\$85	\$80	\$80
Projected EMA rate if purchased annually*	\$100	\$105	\$110	\$115	\$121
Projected yearly savings	—	\$15	\$25	\$35	\$41
PROJECTED SAVINGS		14%	23%	31%	34%

Multi-Machine Maintenance Agreements

Further increase your savings by covering multiple products. You can earn an extra discount for each additional machine that you place under an Equipment Maintenance Agreement.

Multi-Machine Discount	1-2 Machines	3 Machines	4-5 Machines	6+ Machines
	—	5%	10%	20%