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# Issue Paper

**DATE:**

1/26/24

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve a 5-year equipment maintenance agreement with ACCO/GBC for maintenance on Ryland Heights Ultima 65-2 laminator.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

New maintenance agreement with ACCO/GBC for our Ultima 65-2 laminator, which was bought in April 2022.

**FISCAL/BUDGETARY IMPACT:**

\$2469.25 ESSER ARP Budget Code 0802118-0433-473GL

**RECOMMENDATION:**

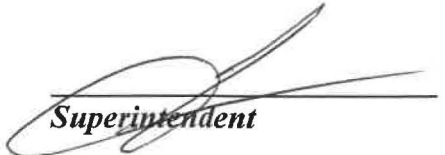
Approval to for a new five-year equipment maintenance agreement with ACCO/GBC for maintenance on Ryland Heights Elementary School's Ultima 65-2 laminator.

**CONTACT PERSON:**

Dan Schacherer

  
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) QUOTE

|            |                                      |                    |          |
|------------|--------------------------------------|--------------------|----------|
| Attention: | Tammy Groeschen                      | Date:              | 01/31/24 |
| Email      | tammie.groeschen@kenton.kyschools.us | Previous Contract: |          |

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

|   | Model And Description   | Serial#      | Start Date | End Date | (1) Year<br>EMA<br>Price | (3) Year<br>EMA<br>Price | (5)Year<br>EMA<br>Price |
|---|---|--------------|------------|----------|--------------------------|--------------------------|-------------------------|
| 1 | Ultima 65-2   | TH2132800021 | 03/08/24   | 03/07/29 | N/A                      | N/A                      | \$2469.25               |
|   | 5 years/60 months<br>coverage. Includes all<br>parts and labor. |              |            |          |                          |                          |                         |
|   |   |              |            |          |                          |                          |                         |
|   |   |              |            |          |                          |                          |                         |
|   |   |              |            |          |                          |                          |                         |

**\*\*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/ACCO BRANDS 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.

Thank you – GBC/ACCO BRANDS appreciates your business!

|                      |                      |             |              |
|----------------------|----------------------|-------------|--------------|
| Customer Acct Name   | Ryland Heights Elem. |             |              |
| Address              | 3845 Stewart Dr.     |             |              |
| City, State Zip      | Latonia, Ky. 41015   |             |              |
| Authorized Signature |                      | Phone       | 859-356-9270 |
| Date                 |                      | P.O. Number |              |

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



*Gordon A Rice*

Technical Specialist

Email: [Gordon.rice@acco.com](mailto: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, ACCO BRANDS 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, ACCO BRANDS will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. ACCO BRANDS 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 ACCO BRANDS.
3. All service will be provided during ACCO BRANDS 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 ACCO BRANDS rates.
4. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. ACCO BRANDS does not allow its Technicians to lift equipment greater than 60 lbs. and ACCO BRANDS Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
5. Customer agrees to give ACCO BRANDS 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 ACCO BRANDS service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by ACCO BRANDS is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by ACCO BRANDS in accordance with the prevailing ACCO BRANDS rates.
7. **Renewals shall be governed by then prevailing ACCO BRANDS 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, ACCO BRANDS 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 ACCO BRANDS 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 to be binding on ACCO BRANDS unless the Agreement as altered shall have been approved in writing by an officer of ACCO BRANDS.

12. **CUSTOMER AGREES THAT ACCO BRANDS 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 ACCO BRANDS' standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from ACCO BRANDS, must be specified at the signing of this Agreement, agreed to in writing by ACCO BRANDS, 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.