



Kenton County School District | *It's about ALL kids.*

# Issue Paper

**DATE:**

1/16/2025

**AGENDA ITEM (ACTION ITEM):**

**Consider/Approve A one-year Equipment Maintenance agreement with DSC Office Systems/Waltz Business Solutions for continued maintenance on River Ridge Elementary duplicator. The agreement period is 1/2025 until 1/2026/**

**APPLICABLE BOARD POLICY:**

**“01.1 Legal Status of the Board”**

**HISTORY/BACKGROUND:**

**Annual renewal of our maintenance agreement with DSC Office Systems/Waltz Business Solutions for our duplicator.**

**FISCAL/BUDGETARY IMPACT:**

**\$ 695.20 SBDM Budget**

**RECOMMENDATION:**

**Approval A one-year Equipment Maintenance agreement with DSC Office Systems/Waltz Business Solutions for continued maintenance on River Ridge Elementary duplicator. The agreement period is 1/2025 until 1/2026.**

**CONTACT PERSON:**

Natalie Ewald

*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.*

## Taylor, Sherry

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**From:** Zach Messer <zachm@waltzbusiness.com>  
**Sent:** Thursday, December 5, 2024 12:29 PM  
**To:** Taylor, Sherry  
**Subject:** RE: DSC Service Contract Quote

**External Message**

Sorry about that Sherry, not sure how I missed your last email. Details for your contract renewal are below. The base charge is what will be owed.

Model	ID	Serial #	Period	Base Charge	Covered Copies	Overage Rate
RISO SF 5130	4458	42290452-2	1/25-1/26	\$695.20	150,000	\$0.0045

If you could also please send me a meter reading that would be great. You can get it to display on the machine by pressing the custom button, enter 52 on the number keys then press start.

Thank you!

**ZACH MESSER**

WALTZ BUSINESS SOLUTIONS  
859.814.2180 | OFFICE



Official Document Solutions Provider of the Cincinnati Bengals



# MAINTENANCE AGREEMENT

## Waltz Business Solutions and subsidiaries (Waltz) Maintenance Agreement Terms and Conditions

- A. **SCOPE OF SERVICES:** The scope established on the front of this agreement includes payment for maintenance performed by Waltz during its normal business hours of 8:30 am to 5:00 pm Monday through Friday excluding holidays. Service at times other than normal hours may be furnished on an "as available basis" at overtime rates then in effect. Customer must separately purchase paper and staples. Computer network issues and operator-error-type issues are not included in the Scope of Services.
- This agreement will automatically renew for 12-month term(s) upon expiration of the previous covered terms unless canceled in writing 90 days (before the end of the term) by either party. At the end of each year of this agreement, we may increase the base payment amount, the per-page charge over the base minimum, and the excessive scan meters without notice but by no more than 15%.
- B. **PAYMENT:** All payments are due upon receipt. Customer unconditionally guarantees that they will make all payments and all the other charges required under the Agreement. Waltz may cease performance under this agreement if Customer is in breach under this or any other agreement with Waltz. If it is necessary for Waltz to proceed legally to enforce this agreement, Customer agrees to pay, in addition to any award, all costs, including attorney's fees incurred.
- C. **MANAGED PRINT SERVICES (MPS):** If applicable, customer agrees to (i) Install and keep KFS software on a 24/7 server or dedicated PC, (ii) Push Local Beacon to all non-networked printers, (iii) Monitor KFS software for devices that no longer "Read" and to resolve any causal network issues, (iv) Enable SNMP, (v) Notify Waltz of changes to location, IP Address, etc, and provide new information, (vi) Include any on-site Waltz owned equipment under your corporate insurance policy, (vii) Provide primary I.T. contact, email and phone, (viii) Notify Waltz before acquiring any printer to be added to this agreement. Waltz must approve in writing any new printer being added to the service agreement.
- D. **FIT-FOR-SERVICE IMPLEMENTATION:** The customer may add some or all of their existing fleet of devices to this agreement. These are devices that are not being placed by Waltz but are pre-approved by Waltz to be added to the agreement. Upon approval of this agreement by both parties Waltz will complete an inspection of all such devices to be covered under this agreement to determine the mechanical readiness for operation. Following the inspection, a Waltz ID tag will be attached to the devices and the devices will be brought to the manufacturer's specification by Waltz solely at the cost of the customer.
- E. **MAINTENANCE:** During the term of this Agreement, Waltz agrees to perform the maintenance and repair listed on agreement that keeps the Equipment in good working order and condition, normal wear and tear excepted. If Waltz is notified by Customer during the term of the agreement that the equipment is not in good working condition, Waltz will, during normal service hours, make necessary adjustments and repairs including replacement of parts (if parts are included as part of the terms of this agreement.) If parts are not included in the agreement, Waltz will promptly provide a quote for the appropriate part(s). After 60 months parts are excluded from this agreement.
- F. **SERVICE LIMITATIONS:** Customer agrees Waltz will not be required to make adjustments, repairs or replacements made necessary resulting from (i) unauthorized third party performing any maintenance, repair or replacement; (ii) Customer modifying, relocating, damaging (including without limitation, unavoidable accidents), abusing or misusing the Equipment (including without limitation, the spilling of toner or other substance in the machine), the breaking of lids, hinges, paper cassettes, etc. (iii) unauthorized Equipment alteration and tampering, or interconnection with non-compatible Equipment; (iv) software applications other than what was purchased as part of the copier/printer, scan/fax device, (v) placing the Equipment in an area that does not conform to space, electrical and environmental requirements; (vi) failure of improper telephone or electrical power; (vii) Force Majeure, acts of God, lightning, fire, water, climatic conditions, or incidents of excess voltage or power surges; (viii) Customer using toner, drum, processing units, ink, film, etc., from any other source other than the service provider; or (ix) improper environment such as excessive dust, chemical residues, abnormal high or low temperatures.
- If Waltz provides maintenance made necessary resulting from any of the above-listed occurrences or other work not covered under the foregoing remedial maintenance obligation, such maintenance shall be billed to Customer (and shall be due and payable in full upon receipt of invoice) at Waltz then-current rates for labor and parts. Customer agrees that Waltz will not be required to make adjustments, repairs, or replacements if Waltz is not provided reasonable access to the Equipment. The following are excluded from coverage under this agreement. External Fiery print controllers, third-party coin boxes and other hardware, and add-on software applications, etc, unless specifically stated in writing. Separate coverage agreements may be available. After 60 months from effective date parts are excluded from this agreement.
- G. **NETWORK INDEMNITY:** From time to time, Waltz may perform various sundry tasks, activities, or services on the customer's network. In consideration of Waltz agreeing to perform such tasks, activities, or services, customer agrees that in no event will Waltz, its employees, subsidiaries, or agents be held liable for any loss of data, loss of use, loss of profit, or liabilities to third parties, however caused. Waltz advises customer to back up all network data, directories, subdirectories, and partitions before installation, connection, administration, or any other operation is performed.
- H. **SUPPLIES:** Supplies issued under this agreement must be used ONLY for the equipment listed in this agreement. Toner may be OEM original or Waltz approved OEM compatible, at the discretion of Waltz. If supplies shipped exceed the manufacturer's recommended usage, based on the service agreement click volume, the customer may be charged for additional supplies. Should the service agreement be canceled, the customer agrees to pay for all supplies used after the coverage period or return all unused supplies to Waltz at the customer's expense. Additionally, Waltz reserves the right to charge customer for freight and handling for any and all supply and consumable orders. Same Day or Overnight toner orders may incur an additional charge.
- I. **EXCESS SCANS:** The customer will be charged an additional \$0.0025 per scan for all scans that exceed the number of copies made during the agreement coverage period.
- J. **RELOCATION:** Customer agrees to keep the Equipment at the installation location and will notify Waltz beforehand if equipment is to be relocated. Waltz will relocate equipment for a fee. If Customer chooses not to engage Waltz to relocate Equipment, and the relocation results in required service, the service call will be chargeable.
- K. **TRANSFERRING:** Transferring equipment covered by a service agreement out of the Waltz service area will void the agreement with no refund. The cancellation of a service agreement and/or lease or rental prior to expirations will be non-refundable.
- L. **INDEMNITY:** Customer shall indemnify and save Waltz harmless from any and all liability, loss, damage, expense, causes of actions, suits, claims, or judgments arising from injury to person or property, resulting from actual or based on alleged uses, operation, transportation or services performed on the equipment. The laws of the State of Kentucky shall govern this agreement. This agreement constitutes the entire agreement, proposals, and communications, oral or written, concerning the subject matter of this agreement. Any modifications or waivers of this agreement shall not bind Waltz unless agreed to in writing by an officer at Waltz.
- M. **DEFAULT:** Customer shall be in default under this agreement if Customer: (i) fails to make any payment under this or any agreement with Waltz within (10) days of when due or (ii) breaches any other term or condition included in this agreement and Customer fails to cure any such breach within ten (10) days. In the event of a default, Waltz may, in addition to other remedies, (i) declare all sums (including penalties) due under the terms of this agreement and terminate this agreement without advance notice.
- N. **METER READINGS:** Customer agrees and consents that Waltz may obtain meter readings via remote access and grants Waltz the right to do so. For any print device that is not readable by software, the customer shall provide meter readings via fax, website, email, or telephone, as required to administer the agreement. Customer agrees to accept estimated meter readings for billing purposes, as needed. Devices not on KFS will incur a \$10 charge per unit.
- O. **CONFIDENTIALITY CLAUSE:** Waltz recognizes that it must conduct its activities in a manner designed to protect any information concerning Customer, its affiliates, or clients from improper use or disclosure. Waltz agrees to use its best efforts to treat Customer Information on a confidential basis.

Note: In case of any conflict, the related Lease Document overrides these parameters