

**CITY OF GAUTIER  
MEMORANDUM**

**To:** Samantha Abell, City Manager  
**From:** Cindy Steen, Purchasing Agent  
**Through:** Cindy Russell, City Clerk  
**Date:** October 9, 2013  
**Subject:** Maintenance Agreement for SMBM (South Mississippi Business Machines)

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**REQUEST:**

City Council authorization is requested for the City of Gautier to accept the maintenance agreement between the City of Gautier and SMBM (South Mississippi Business Machines) for the maintenance and supplies of the Sharp copier MX-M550U Serial # 75005953 in the amount of One thousand two hundred forty five dollars (\$1,245.00).

**BACKGROUND:**

The cost of the agreement is set per 20,000 per QTR. Overage rate will be .018. The maintenance agreement covers all parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers.

**RECOMMENDATION:**

Based on the attached information from SMBM (South Mississippi Business Machines) City staff recommends that City Council authorize purchase of the Maintenance Plan Agreement for the Sharp MX-M550U. in the amount of one thousand two hundred forty five dollars (\$1,245.00).

**FINANCIAL:**

The cost of the maintenance agreement is funded though the Police Department budget 001-100-699.

**ATTACHMENT(S):**

SMBM (South Mississippi Business Machines)



# SMBM SOUTH MISSISSIPPI BUSINESS MACHINES

THE FUTURE OF BUSINESS IS HERE.

PO Box 697 · Gulfport, MS. 39502 · Tel: 228-864-4845 · Fax: 228-868-9546 · Email: [contracts@smbm.net](mailto:contracts@smbm.net)

## DIGITAL COPIER SERVICE AGREEMENT

Account # 043300 Customer Name CITY OF GAUTIER  
 Mach ID# 6941 Address or Location POLICE DEPT, 3330 HWY 90  
 Contract # MC 13590 City, State, Zip GAUTIER, MS 39553 Phone # 497-8007 SHANNON  
 Install Date 7-9-2007 Model # SHARP MX-M550U Serial # 75005953

Our Full Service Agreement has been designed to insure a longer and more productive life for your equipment. This agreement is designed to prevent untimely and costly breakdowns and maintain the highest print quality available. We will provide quality factory trained technicians as well as the highest quality parts and supplies for your equipment.

### Hardware Terms

On-site service will be provided during normal business hours (Mon-Fri, 7:30am-4:30pm). Non-contract on-site service rate is \$115.00 per hour, minimum one hour per call. Service performed on-site after 5pm weekdays is charged at a rate of \$175.00 per hour, minimum one hour per call.

### Agreement includes the following:

- All parts, labor and supplies, inclusive of toner, developer, drum, cleaning rollers and heat rollers. Contract allows one toner for every 64,800 black copies. Any toner used above these limits will be chargeable at current SMBM rate.
- Loaner machine delivered within 24 hours if technician determines that machine cannot be repaired on-site in a timely manner.
- Periodic service checks performed with the customer first initiating the call.
- Free phone support during normal business hours for hardware related service issues.

### Agreement excludes the following:

- Staples, toner collection bottles, broken cassettes, damaged exit trays or paper, unless noted by a SMBM representative in writing. See note below for any exceptions to these terms.
- Service due to the use of inferior or incompatible supplies.
- Service or repairs made necessary due to accident, general misuse or abuse, neglect, theft, riot, vandalism, lightning, electrical power failure, power surges, fire or water casualty, or any other Act of God.
- Key operator functions (such as loading paper, changing toner and/or toner collection bottles, removing simple paper jams, cleaning the glass).
- Printer monitoring software, scanning software and/or network configuration, maintenance or restoration.
- Print drivers, print controllers, print servers, network interface cards (NIC) and network switches will not be covered under this agreement. These units will require an additional MFP Software Agreement.

### Hardware Conditions

- Agreement will automatically renew year to year at the prevailing rate.
- Agreement shall remain in effect until either party elects to cancel with a 30 day advance written notice.
- Customer agrees to install SMBM approved surge protection devices on all equipment. Failure to do so may void agreement.
- All equipment under this agreement must have proper electrical supply/grounding per the manufacturer's specifications.
- SMBM reserves the right to change the terms/conditions of this agreement with a 30 day advance written notice.
- Agreement is not subject to any other terms/conditions either stated or implied, unless agreed upon by SMBM in writing.
- Any changes to this agreement by anyone other than a SMBM representative voids the agreement.
- Signature, purchase order and/or payment constitutes acceptance of terms as stated.

Beginning Date 09-29-13 Contract Type:  Monthly  Quarterly  Semi-Annually  Annually  
 Black Base Rate \$ 1,245.00 Copy Allowance 20,000 QTR Overage Rate .018 CPC Rate \_\_\_\_\_

Exceptions to this Agreement: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Purchase Order # \_\_\_\_\_ Beginning Meter: \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date \_\_\_\_\_