

BROKEN ARROW PUBLIC SCHOOLS

Educating Today  *Leading Tomorrow*

Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: 9/29/21

Contract/Agreement Vendor: Acura Neon Inc

Name of Vendor		
<u>Yoko Elizondo</u>	<u>918-252-2258</u>	
Contact Person		Phone Number
<u>1801 N. Willow Ave.</u>		
Address		
<u>Broken Arrow</u>	<u>OK</u>	<u>74012</u>
City	State	Zip
<u>yoko@acuraneon.com</u>		
Email address – if vendor wants the agreement returned via email		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____
And _____
Vendor Registration _____

Person Submitting Contract/Agreement for Review: Steve Dunn Athletic Department
Name Site

Reason for Review: (New Agreement, Renewal...): New Agreement

Audience/Group to benefit from Contract/Agreement: Athletics

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO Karen Steitz

Principal and Director or Administrator: 
Signature

Does this Contract/Agreement utilize technology? No Yes
 Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Ben Stout, Chief Technology Officer

Leadership Team (formally Cabinet Member): _____
Signature

Funding Source: General Fund OCAS Coding
Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Karen Steitz. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



BROKEN ARROW PUBLIC SCHOOLS

EST. 1904

MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: October 11, 2021

Re: Acura Neon, Inc: Consent Agenda

SUBJECT

Accept and approve the NEW agreement between Broken Arrow Public Schools and Acura Neon, Inc. for the fabrication and installation of one (1) single sided Championship Banner for girls wrestling. Total cost to the District is \$1,453.00 and will be paid with General Funds. S. Dunn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

The agreement with Acura Neon, Inc. allows for the fabrication and installation of one (1) Championship banner for girls wrestling.

FUNDING

General Fund

RECOMMENDATION

Approve

PROPOSAL No. 2021-0284

DATE 9/20/2021



ACURANEON INC.
WE PUT YOUR NAME IN LIGHTS!

1801 N. Willow Ave.
Broken Arrow, OK 74012-9161
918-252-2258
Fax 918-252-3738
www.ANISigns.com

PROPOSAL SUBMITTED TO	PHONE 918.406.5654	E-Mail: asnider@baschools.org
Broken Arrow Public School 701 S. Main Street Broken Arrow, OK 74012	JOB NAME/LOCATION	
Attention: Amanda Snider	Broken Arrow High School Field House 1901 E. Albany St Broken Arrow, OK 74012	

Acura Neon proposes to provide all labor and material to perform the following:

Qty	Description	Cost	Total
1	Fabricate and install one (1) single sided 8'-0"x4'-0" Championship Banner for girls wrestling. A lift will be provided by customer for ANI to use to install the banner.	1,453.00	1,453.00
<small>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 15 DAYS. THE ABOVE PRICING DOES NOT INCLUDE PERMIT, FREIGHT, OR TRAVEL FEES IF APPLICABLE. TERMS 50% DOWN AND BALANCE DUE UPON COMPLETION OF THE WORK. ALL SALES ARE SUBJECT TO SALES TAX WHICH MAY OR MAY NOT BE NOTED ON THIS PROPOSAL BUT WHICH WILL BE CALCULATED AND INCLUDED UPON INVOICING.</small>		Sales Tax (0.0%)	\$0.00
		Total	\$1,453.00

ACCEPTANCE OF PROPOSAL- The prices, specifications, terms and conditions herein are satisfactory and are hereby accepted. ANI is authorized to do the work as specified. Contract is subject to and payment will be made as outlined in Attachment A Terms and Conditions.

Client Signature _____

Date of Acceptance _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. Extra trips to the work site, and other expenses incurred due to contractor's delay, miscommunication or unreadiness, will be charged in addition to the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by Workman's Compensation Insurance. This agreement is subject to the acceptance by an executive officer of Acura Neon Inc. and is not binding on Acura Neon Inc. until so accepted.

ANI Sales Representative (YE) _____

ANI Corporate Officer Signature _____

Date _____

Title _____

Date Approved _____

TERMS & CONDITIONS - ATTACHMENT "A"

PURCHASER RESPONSIBILITIES:

Purchaser will obtain for and will maintain for Acura Neon Inc rights of access, ingress and egress, to install and maintain contracted signage on the premises for which it is ordered as well as the right to disconnect, render unusable and remove the same there from free and clear of lien or encumbrance. Unless otherwise noted as in the terms of this contract, Purchaser will provide electrical controls and primary circuits of adequate capacity to operate contracted signage at Purchaser's expense and as designated by Acura Neon Inc. *A licensed electrician, provided by the Purchaser and at the Purchaser's expense, must 'complete' the final electrical connection to the contracted signage after final installation by Acura Neon Inc.*

EXCLUSIONS:

Acura Neon Inc shall not provide site preparation costs, electrical service to the site of the signage, additional circuits for the new image signage, landscaping, removing and disposing of excavated soil, brick or stucco, planter boxes, cost relating to underground or overhead obstructions, sales tax, permit fees, fees related to zoning variances, or sealed engineering fees, if required. All of the recommended signage requires 120-volt power supply unless otherwise specified by the customer. If the installation of this signage requires penetration of a roofing structure(s) then it will be the Purchaser's responsibility and at the Purchaser's cost to test for and repair any possible leaks to the roof.

CHANGES IN SCOPE OF WORK:

- 1) Should the Purchaser at any time during the progress of the manufacture or installation of the above stated signage subject to this contract request any alteration, deviation, additions, or deletions from the subject plans and specifications, must do so upon a written order to Acura Neon Inc, and the same shall in no way affect or make void this contract, but will be added or deducted from the contract price, as the parties mutually agree.
- 2) Lack of access to location(s) of sign installation(s) due to site conditions that were not existing or known to Acura Neon Inc @ the time of contract could result in the need to rent specialized equipment as deemed necessary by Acura Neon Inc in order to complete our scope of work and fulfill contract obligations. Costs incurred by Acura Neon Inc for any such equipment rental(s) will be the responsibility of the purchaser, at the purchaser's expense and added to final invoicing.

DELAYS AND EXTENSIONS OF TIME:

Should Acura Neon Inc be obstructed or delayed in completion of the manufacture or installation of the above signage by the neglect, delay or default of the Purchaser, or of any other contractor or subcontractor hired by the Purchaser; or by any alteration which may be requested by the Purchaser; or by any damages to the subject signage which may occur through fire or acts of God, then there shall be an allowance of an additional time beyond the date set for the completion of said work as may reasonably agreed upon by the parties.

OWNERSHIP:

All signage manufactured and installed pursuant to this agreement shall be and will remain the personal property of Acura Neon Inc and the title thereto and ownership thereof shall remain with Acura Neon Inc until said signage shall be fully paid and Acura Neon Inc has collected funds. Until such payment of the entire purchase price is made, any and all sums paid thereon shall be deemed to have paid for the use, wear and tear of such signage.

WARRANTY:

Acura Neon Inc warrants the products quoted against defective workmanship and materials for one (1) calendar year from date of installation with the following exceptions:

- 1) Exposed Neon or exposed exterior LED components: Neon and/or LED's components will be warrantied for 90 days parts & labor.
- 2) Power supplies for exposed neon or exposed LED will be warrantied for one (1) calendar year from date of installation; however labor is excluded.
- 3) Electronic Message Centers (EMC's) are exclusively covered under the manufacturer's warranty.
- 4) Other product manufacturer's extended warranties may apply beyond the first year and can be provided upon request.

PURCHASER INFORMATION:

The Purchaser shall furnish to Acura Neon Inc, a plot or site plan showing the location of the signage; street address of the real property on which the signage is to be installed; evaluation drawing of the real property on which the signage is to be installed; legal description of the real property on which the signage is to be installed; the name and telephone number of the job site supervisor if applicable; and a signed and approved drawing of the signage to be manufactured. The signage is made of specially constructed components and materials and after job drawing approval and production begins is not subject to cancellation. Pre-production cancellation by the Purchaser will cause Purchaser to incur a cancellation fee equal to 15% of total contract price.

PAYMENT TERMS:

50% deposit is due upon acceptance of contract and terms and conditions. Balance is due upon completion. In the event payment is not made within the terms of this agreement and or the monies owed are placed in the hands of an attorney for collection, any warranty express or implied will become null and void at Acura Neon Inc's discretion and the Purchaser hereby agrees to pay all costs of collection including attorneys' fees and court costs incurred by Acura Neon Inc as a result of the attempt to collect monies owed.

EXCAVATION:

All processes set forth in this contract are based on the installation of signage on real property with workable soil, subsurface conditions, and on a water table below bottom of hole. Costs incurred by Acura Neon Inc during excavation if rock, water, cave-in or utilities are encountered will be at the expense of the Purchaser and in addition to the contract price as herein above stated. Customer may be required to sign our Private Underground Facilities Attachment "B") supplement in addition to our standard 'terms and conditions' because the scope of work for your project will involve excavation to set pipe or foundation for your proposed signage.

FINANCE CHARGES:

A finance charge of One and one half percent (1 1/2%) monthly will be paid by Purchaser on all monies owed hereunder if the same are not paid within thirty (30) days of the invoice date.

APPLICABLE LAW AND VENUE OF ACTIONS:

This Agreement and the parties' relationship shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to conflicts of law principles that would require the application of any other law. The parties agreed that the state and federal courts located in Tulsa County, Oklahoma shall be the sole venue and shall have sole jurisdiction for the resolution of all disputes arising hereunder.

ENTIRE CONTRACT:

This contract, including all attachment and exhibits, contains all understandings and agreements between Acura Neon Inc and the Purchaser and includes any warranty, express or implied, intended by the parties to be applicable to this contract. This agreement, although signed by an Acura Neon Inc sales representative, shall not be binding unless also signed by an executive officer of Acura Neon Inc. When signed by a duly authorized agent of each party, all provisions contained herein become integral parts of the contract. Any alteration or amendment hereof must be in writing and must be acknowledged by the authorized agents of each party.

ANI Proposal # _____ Amt \$ _____

Purchaser

Date

Acura Neon Inc Representative

Date