

B
 BROKEN ARROW PUBLIC SCHOOLS
Educating Today *Leading Tomorrow*

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: 9/06/2024

Contract/Agreement Vendor: Freezing Point LLC - Jared Fowler
Name of Vendor & Contact Person

jaredfowler@freezingpointllc.com
Vendor Email Address

Juice
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

CN
Reason/Audience to benefit

10/14/2024 \$ 13,500.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Jesse Cole

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: *Eunhy McNally*

Does this Contract/Agreement utilize technology? YES NO
 If yes, Technology Admin: *NO*

Cabinet Team Member: *[Signature]*

Funding Source: 022 000-3140-631-700-0000-000-022
Fund/Project OCAS Coding

Consent

Action

Discussion, motion & vote on motion to approve or disapprove the new agreement between Broken Arrow Public Schools and Freezing Point LLC to provide Frazil Juice to BAHS, BAFA & BAOA for the 2024-2025 school year. The approximate cost to the District will be \$13,500.00 and will be paid with Child Nutrition Funds. E.McNally

Summary This area must be complete with full explanation of contract

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 8:00a.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 Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Mr. Perry
From: Emily McNally
Date: October 14
Re: Freezing Point LLC

SUBJECT

Discussion, motion & vote on motion to approve or disapprove the new agreement between Broken Arrow Public Schools and Freezing Point LLC to provide Frazil Juice to BAHS, BAFA & BAOA for the 2024-2025 school year. The approximate cost to the District will be \$13,500.00 and will be paid with Child Nutrition Funds. E.McNally

ENCLOSURES

Agreement & Price List

SUMMARY

FUNDING

Child Nutrition Fund

RECOMMENDATION

Approve



Effective July 1, 2024

FRAZIL 100% JUICE PRODUCT – ORDER FORM							
3560 W Ninigret Drive, Salt Lake City, Utah 84104				Order Desk: 801-858-0321			
EMAIL ORDERS TO: education@frazil.com				FAX ORDERS TO: 801-858-0322			
Order Date (mm/dd/yyyy):		PO Number:		Ordered By:			
Billing Information:				Shipping Information:			
Accounts Payable Contact:				Shipping Contact Name:			
Billing School/District:				Location Name:			
Street Address:				Street Address:			
City, State, Zip:				City, State, Zip:			
Phone:				Phone:			
Email:				Email:			
Item	Product Description	Case Count	Inner Pack	Expected Shelf Life	Case Price	Qty	\$ Total (P*Q)
1	FRAZIL JUICE – BLUE RAZZMATAZZ (<i>blue</i>)	6	N/A	1 YEAR	\$90.00		
2	FRAZIL JUICE – VERY CHERRY (<i>red</i>)	6	N/A	1 YEAR	\$90.00		
3	FRAZIL JUICE – STRAWBERRY ICE (<i>red</i>)	6	N/A	1 YEAR	\$90.00		
4	FRAZIL JUICE – SIMPLY MANGO (<i>yellow</i>)	6	N/A	1 YEAR	\$90.00		
5	FRAZIL JUICE – GREEN APPLE (<i>Green</i>)	6	N/A	1 YEAR	\$90.00		
6	FRAZIL JUICE – POG* (<i>Passion Fruit, Orange, Guava – Pink</i>)	6	N/A	1 YEAR	\$90.00		
7	FRAZIL JUICE – JUST PEACHY* (<i>Orange</i>)	6	N/A	1 YEAR	\$90.00		
8	FRAZIL JUICE – TRIPLE BERRY* (<i>Purple</i>)	6	N/A	1 YEAR	\$90.00		
9	FRAZIL 12OZ CUPS (clear plastic)	300	25	N/A	\$36.85		
10	CLEAR STRAW SLOT LID FOR 12OZ CUPS	600	100	N/A	\$24.75		
11	SPOON STRAWS JUMBO WRAPPED	1 (box)	300	N/A	\$7.98		
12	DOUBLE BUBBLE 12OZ STRAW CUP MULTI COLOR W/COUNTER DISPLAY RACK	1 (box)	72	N/A	\$93.50		
*Denotes Natural Coloring							
MINIMUM \$1,500 ORDER, FREE FREIGHT FOR ALL ORDERS OVER \$1,500						Invoice Subtotal:	
ALL ORDERS RECEIVED WILL BE SHIPPED OUT WITHIN 48 HOURS OR LESS						Shipping:	0.00
ALL GROUND ORDERS COULD TAKE UP TO 7 BUSINESS DAYS TO ARRIVE						Invoice Total:	
Shipping charges will be added to orders for expedited shipping.							
NOTES:							

ORDER OUR NEWEST FLAVORS TODAY!



Frazz!
POG Juice

POG

Triple Berry

Just Peachy

Naturally Colored - No Artificial Dyes

NEW CUSTOMER AGREEMENT – DIRECT SHIP

Customer Information			
Legal School Name: 1810w Central Warehouse	School District: Broken Arrow	Federal Tax ID:	
Billing Address: 701 S. Main	City: Broken Arrow	State: OK	Zip/Postal Code: 74012
Shipping Address: 1810 W. Detroit St.	City: Broken Arrow	State: OK	Zip/Postal Code: 74012
Contact Name:	Contact Title:		
Phone Number:	Email:		
Payment Terms			
Payment (check one): <input type="checkbox"/> Prepay <input type="checkbox"/> Credit Card <input type="checkbox"/> Check	Initial Credit Limit: \$5,000	Initial Payment Terms: 30 days	
Account Payables/Finance Contact:	Phone Number:	Email:	

GENERAL TERMS: The undersigned ("Applicant") hereby applies for trade credit with Freezing Point LLC ("Vendor") with this Credit Application ("Application") and agrees to be bound by all of the terms and conditions contained in this Application, on Vendor's invoices, and posted on Vendor's website. In no event shall terms and conditions on Applicant's documents, such as purchase orders, confirmations, acceptances, etc. modify or add to Vendor's terms. Applicant agrees to make payment in full to Vendor for all amounts due on or before net due date. Should Applicant default on any payment(s), Vendor reserves the right to declare all invoice amounts due and payable without notice to Applicant and shall have the right to charge a finance fee of 1.5% (or the highest rate allowed by law, if less) per month, for any invoice that is past due. In the event of default, Applicant will pay 25% of the due amount to cover collection costs or attorney fees if the account is placed with a collection agency or attorney, whether or not suit is filed.

RIGHT TO INVESTIGATE: You consent to vendor obtaining information about the Applicant from credit reporting agencies and other sources Vendor deems appropriate in considering this Application and for purposes of updates, renewals or extensions of credit granted or in reviewing or collecting Applicant's account.

ORDER AND SHIPPING POLICIES. Orders for product can be placed via email to orderdesk@freezingpointllc.com or by fax to 801-858-0322. A minimum of \$1,500 is required for all direct shipping orders. Shipping charges will be added for any expedited shipping.

CLAIMS FOR SHORTAGE OR DAMAGE: All claims for shortage, price discrepancy charged on invoice and/or damage claim must be made to seller in writing within five (5) days of discovery and no later than fifteen (15) days from date of delivery. Valid claims will be remedied by Vendor within 10 business days of receipt of claim. Freezing Point will replace the Product without any additional cost to the Customer or refund the cost of the Product to the Customer for the original sales price paid. Any liability for consequential and incidental damages is expressly disclaimed. Freezing Points liability in all events is limited to the purchase price paid.

DELAYS: Vendor shall not be responsible for any damages to Applicant as a result of any delay in delivery. Any and all delivery dates given by Vendor are estimated only. Applicant is cautioned to make allowances for delays and is warned that Vendor shall not be liable to Applicant for delays to delivery.

PRODUCT WARRANTY. Freezing Point represents and warrants to the Customer that all products provided by Freezing Point comply with Federal, State, and Local laws and will be of merchantable quality. If any Products do not conform to such warranty and if the Customer reports such nonconformity to Freezing Point within ten (10) days of delivery, Freezing Point will replace the nonconforming Product without cost to the Customer or refund the cost of the Product to the Customer. Any liability for consequential and incidental damages is expressly disclaimed. Freezing Points liability in all events is limited to the purchase price paid.

GOVERNING LAW. This Agreement shall be governed exclusively by the laws of the State of Utah. If litigation results, we both agree to reimburse the prevailing party reasonable attorney's fees, court costs, and all other expenses.

FAILURE TO ENFORCE. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future.

You represent you are an authorized representative with authority to enter into this agreement and the information contained in this Application and any attachment is true, correct, and complete.

Applicant:

 Printed Name

 Title

 Signature

School Information - Machine Install Locations

Note: For more locations, make additional copies of this page.

Customer Information (the Customer, You, Your)			
School Name: Broken Arrow Senior High	Avg Student Enrollment: 3,800	Number of Frazil Machines Requested: 2	
School Street Address: 1901 E. Albany	City: BA	State: OK	Zip/Postal Code: 74012
School Contact Name: Kelli Hunsperger	School Contact Title: Cafe manager		
School Contact Email: kshunsperger@baschools.org	School Contact Phone Number: 918 259 4310 ext 4899		

Customer Information (the Customer, You, Your)			
School Name: Broken Arrow Freshman Acad.	Avg Student Enrollment: 1,300	Number of Frazil Machines Requested: 2	
School Street Address: 301 W. New Orleans	City: BA	State: OK	School Street Address: 74011
School Contact Name: Robin Brown	School Contact Title: Cafe manager		
School Contact Email: rjbrown@baschools.org	School Contact Phone Number: 918 259 4330 ext 2873		

Customer Information (the Customer, You, Your)			
School Name: Optimis Academy	Avg Student Enrollment: 250	Number of Frazil Machines Requested: 1	
School Street Address: 412 S. 9th St	City: BA	State: OK	School Street Address: 74012
School Contact Name: Dante King	School Contact Title: Cafe manager		
School Contact Email: dtking@baschools.org	School Contact Phone Number: 918 259 4100 ext 5309		

Customer Information (the Customer, You, Your)			
School Name:	Avg Student Enrollment:	Number of Frazil Machines Requested:	
School Street Address:	City:	State:	School Street Address:
School Contact Name:	School Contact Title:		
School Contact Email:	School Contact Phone Number:		

Customer Information (the Customer, You, Your)			
School Name:	Avg Student Enrollment:	Number of Frazil Machines Requested:	
School Street Address:	City:	State:	School Street Address:
School Contact Name:	School Contact Title:		
School Contact Email:	School Contact Phone Number:		

SCHOOL CHANNEL - MACHINE BUNDLE AGREEMENT (2024)

This Agreement is between Freezing Point LLC, a Utah Corporation (Freezing Point, The Company, We, Us) and the Customer specified below;

Customer Information (the Customer, You, Your)			
School District Name: Broken Arrow P.S.			
District Office Address: 701 S. Main St.		City: Broken Arrow	State: OK
Account Contact Name(s): Amy Wickersham or Emily McNally		Account Contact Title: Senior Coord. / Director	
Account Contact Email: awickersh@baschools.org emcnally@baschools.org		Account Contact Phone Number: 918 259 4565	

PRODUCT. We desire to sell frozen beverage products under the Frazil trademark (the Product) and You desire to sell the Product at the Location(s) specified in Exhibit A according to the terms and conditions specified below;

BUNDLE PROGRAM AND PRICING. We agree to temporarily provide You a Bunn Ultra, two bowl frozen beverage machine to be used to sell the Product at the Location(s) specified in Exhibit A and You agree to sell ONLY the Frazil Product through the machine(s) provided by Us. Any use of the machines by You to sell non-Frazil product constitutes a breach of this Agreement and theft of product by You and subjects You to the penalties and remedies described herein for such breach. You further agree to purchase the Product through a Frazil approved Distributor or Directly from Freezing Point and pay the Distributor's Bundle price for each case of the Product. You acknowledge that all pricing is subject to change and may vary by Distributor;

MINIMUM PURCHASE. You agree to purchase a minimum of 30 cases of product annually for each machine provided by Us. We will begin tracking the product purchase minimums starting the first full calendar month after the machine(s) are installed in Your location(s).

PROGRAM QUALIFICATIONS. You acknowledge that each location listed in Exhibit A of this agreement meets the minimum qualification criteria specified below (The Customer must initial next to each requirement):

- Each Location has counter space available that is at least 24" wide by 24" deep and is capable of supporting 200 pounds;
- Each Location has a dedicated 120-volt, 20 amp electrical outlet, with 3 prong plug (no extension cords);
- Each Location has a health department approved sink that can be used to mix product and clean the machine(s);
- Each Location agrees to exclusively sell Frazil as their FUB program and will discontinue selling any other FUB product and will remove all non-Frazil branded machines and marketing materials upon installation of the Bundle Machine;

MARKETING. Upon the initial installation of the machine(s) at the Location(s) We will provide You with basic marketing materials to promote the sale of the Product. We may from time to time produce additional marketing materials that You can use to promote the sale of the Product at Your Location(s). You agree to use Your reasonable best efforts to promote the Frazil Trademark and Product at Your Location(s);

DATA REPORTING. You authorize Us to receive location specific information pertaining to the Frazil Program, including Frazil program pre-qualification information and Frazil case sales data, which will be used to qualify and optimize Your customer experience;

MACHINE REPAIR AND MAINTENANCE. We agree to pay for all repair and maintenance that is required to keep the machine(s) in good working order. All repair and maintenance will be performed by an authorized service provider during normal business hours;

MACHINE CLEANING AND SANITATION. You agree to perform all routine maintenance including but not limited to: (1) cleaning the exterior of the machine(s) and emptying the drip tray(s) daily, (2) cleaning and sanitizing the machine(s) at least monthly or as often as may be required by the local health department and (3) cleaning the filter at least monthly or as often as needed. You agree to follow the recommended cleaning and sanitation procedures provided by the machine manufacturer and Us and agree to pay for any repairs that are required because of neglect;

PRODUCT PREPARATION. You agree to mix the Product according to instructions provided by Us. You further agree to use Your best efforts to keep the machine full of the Product at all times. We recommend that You keep at least two gallons of mixed Product in the cooler for rapid refill of the machine(s) as needed;

TERM. This Agreement is effective as of the date mentioned below and will continue until terminated by either party. This agreement may be terminated by either party at any time by providing a written termination notice at least 30 days prior to the desired termination date;

TRADEMARK. You acknowledge that the Frazil trademark is a federally registered trademark and can only be used for the sale and distribution of the Frazil Products. All marketing materials, advertising materials or printed cups bearing the Frazil trademark must be provided by Us or approved by Us in writing. You acknowledge that federal trademark law gives Us the right to control the nature and quality of the products associated with the trademark and agree to allow Us to conduct the necessary inspections, tests and audits to ensure compliance with the standards specified by Us. You are not entitled, either by implication or otherwise, to any title or interest in any trademark, trade name, logo, design, or copyright materials created by Us. In the event that You ever discontinue selling the Frazil Product You agree to remove and destroy all Frazil branding and marketing materials from the Location(s) listed in Exhibit A. You further agree that you will not alter or remove the Frazil trademark from the machines or other Frazil products provided to You, nor rebrand or use any trademark other than Frazil in connection with the use and operation of the machines and other Frazil products;

PRODUCT WARRANTY. We represent and warrant that the Products provided by Us complies with Federal, State, and Local laws and will be of merchantable quality. If any Products do not conform to such warranty and You report such nonconformity to Us within ten (10) days of delivery, we will replace the

nonconforming Product, through the Distributor without cost to You. Any liability for consequential and incidental damages is expressly disclaimed. Our liability in all events is limited to the purchase price paid;

MACHINE OWNERSHIP. We maintain ownership of the Bunn Ultra Machine(s) provided to You and ownership NEVER transfers to You without a written sales agreement. We maintain the right to remove the machine(s) from Your location(s) for any reason. In the event that We deem it necessary to remove the machine(s), You agree to not impede or restrict the removal; The machine(s) may not be relocated or removed from the Location(s) without written consent from Us. The machine(s) may not be sold, bartered or rented. You agree to notify Us immediately of any Location(s) that are closing or transferring ownership; You also agree to inform the purchasing party of the location that the machine(s) are owned by Us, and not included as part of the sales/transfer of ownership of the store; and You acknowledge that failure to inform the new store owner of Our ownership of the machine is a misrepresentation of machine ownership status to the store owner;

DAMAGE, THEFT OR LOSS. In the event of damage, theft or loss, You are responsible to pay Us the full replacement value of the machine(s) provided and any legal fees required to secure the payment of the replacement value of the machine;

REMEDIES. Any breach or default by You of any representation, warranty, covenant or agreement in this Agreement will entitle Us to pursue all legal remedies available to Us at law or in equity. Without limiting the foregoing, upon any such breach or default by You, You agree that We are entitled to take any one or more of the following actions: (i) immediately terminate this Agreement; (ii) take possession of the machines and any other Frazil product in Your possession; (iii) upon written notice to You, cause all of Your payment obligations under this Agreement for the remainder of the 30-case minimum purchase requirement to be accelerated and become immediately due and payable; (iv) recover from You all of Our costs and expenses (including attorney's fees) incurred on account of Your breach or default and Our efforts to enforce our remedies; (v) recover from You all profits you received for improper use of the machines (including rebranding of the machines or selling of non-Frazil products in the machines, or selling or conveying the machines themselves); and (vi) obtain injunctive relief against You to prohibit your further breaches and defaults under this Agreement. All of Our remedies are cumulative and may be exercised concurrently or separately.

PROPERTY TAX. You are responsible to pay any applicable property tax that may be charged by the city, county or state on the machine(s) provided by Us. We reserve the right to invoice You for any property tax that may be levied upon Us;

GOVERNING LAW. This Agreement shall be governed exclusively by the laws of the State of Utah. If litigation results, we both agree to reimburse the prevailing party reasonable attorney's fees, court costs, and all other expenses;

INDEMNIFICATION. You accept all responsibility of risks of loss, injury or damage caused by the machine(s) or by the operation of the machines(s) and shall indemnify Us for all liabilities, claims, suits, damages and losses arising from the same. This indemnity will continue even after this Agreement has ended;

FAILURE TO ENFORCE. The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future;

CONFIDENTIALITY. All information concerning the Product, Trademarks and distribution system that is not intended for public display shall be considered confidential and You agree not disclose this information to others;

ELECTRONIC SIGNATURES. Freezing Point and the Customer both agree that electronic signatures will be considered as good as original signatures and admissible in court as conclusive evidence of this Agreement. This Agreement is not binding until signed by Freezing Point;

ASSIGNMENT. You shall not assign or otherwise transfer any of Your rights or obligations under this Agreement;

INDEPENDENT CONTRACTORS. Freezing Point, The Customer and the Distributor are independent contractors, and nothing contained in this Agreement should be construed to create a partnership joint venture, an employer-employee relationship;

This Agreement constitutes the entire agreement between Freezing Point and the Customer and is executed as of _____ (Month/Day/Year).

Freezing Point LLC:

The Customer:

JARED FOWLER
Name: _____

Name: _____

DIRECTOR
Title: _____

Title: _____

Signature: _____

Signature: _____ Date