

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 10/6/2023

Contract/Agreement Vendor: ACCO
Name of Vendor & Contact Person
shonna.floyd@acco.com
Vendor Email Address

One year agreement to fix and repair laminator without charge for parts and labor

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.

all teachers and students
Reason/Audience to benefit

11/6/2023
BOE Date

\$ 520.46
Amount of agreement

Person Submitting Contract/Agreement for Review: Debby Newman- Media Specialist

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal **&/or** Director or Administrator: *Cherie Cody*

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

Cabinet Team Member: *Frank Deyo*

Funding Source: 11 Fund/Project 001-1000-436-100-1050-000-205 OCAS Coding

Consent

Action

Whenever service is required for the laminator, GBC will use commercially reasonable efforts to maintain in good working order the electrical and mechanical parts and components of the equipment and to repair the equipment without charge for labor and parts. GBC may use new, used, refurbished, remanufactured, or reconditioned parts when providing the service.

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.*



EQUIPMENT MAINTENANCE AGREEMENT (EMA) RENEWAL QUOTE

Attention:	Janice Jenkins	Date:	10/6/23
Email	jjenkins@baschools.org	Previous Contract:	40326538

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

	Model And Description	Serial#	Start Date	End Date	(1) Year Renewal Price	(3) Year Renewal Price	(5)Year Renewal Price
1	,EMA ULTIMA65 1	TH1722800054	11/7/23	11/6/24	520.46	1436.47	2264.00

****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 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. For your convenience, I have also included your service technician's contact information for you below.

Thank you - GBC appreciates your business!

Customer Acct Name	ASPEN CREEK ELEMENTARY		
Address	2800 W FLORENCE ST		
City, State Zip	BROKEN ARROW OK 74011		
Authorized Signature		Phone	
Date		P.O. Number	

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



Shonna Floyd

Equipment Maintenance Agreement Specialist
Email: shonna.floyd@acco.com
Phone: 847.796.4918

Richard Harvey

Field Tech Specialist
Email : richard.harvey@acco.com

EQUIPMENT MAINTENANCE AGREEMENT (EMA) TERMS AND CONDITIONS

1. Upon payment of the Total Invoice and subject to the terms and conditions contained herein, GBC 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, GBC will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. GBC 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 GBC.
3. All service will be provided during GBC's 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 GBC rates.
4. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. GBC does not allow its Technicians to lift equipment greater than 60 lbs. and GBC's Technicians must seek additional assistance if equipment weighing greater than 60 lbs. needs to be lifted for any reason.
5. Customer agrees to give GBC 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 GBC service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by GBC is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by GBC in accordance with the prevailing GBC rates.
7. **Renewals shall be governed by then prevailing GBC 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, GBC 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 GBC 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 not be binding on GBC unless the Agreement as altered shall have been approved in writing by an officer of GBC.
12. **CUSTOMER AGREES THAT GBC 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 GBC's standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from GBC, must be specified at the signing of this Agreement, agreed to in writing by GBC, 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.

