

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/13/2022

Contract/Agreement Vendor:
Name of Vendor & Contact Person

Vendor Email Address

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.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

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

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

Leadership Team Member: *Natalie Eneff*

Funding Source:
Fund/Project OCAS Coding

<input checked="" type="checkbox"/> Consent <input type="checkbox"/> Action	Accept and approve the RENEWAL Agreement between Broken Arrow Public Schools and Imperial Vending, LLC, to grant exclusive rights to provide snack products as limited to vending and/or micro market services. This is the fifth year of a five year agreement. N. Eneff (Summary: Imperial Vending will provide merchandise that is reasonably priced and offered in reasonably sized portions. Any change in wholesale price may result in a change in the selling price. Vending prices and products will be determined by Imperial as agreed upon by the District.
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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.



Vending Service Agreement

This Agreement is made this 10th day of December, 2018 by and between Broken Arrow Public Schools with its principal place of business located at 701 S. Main St. Broken Arrow, OK 74012 and Imperial, LLC. With its principal place of business located at 2020 N. Mingo, Tulsa, OK 74116.

1. The Client agrees to allow Imperial to provide vending machines and/or micro market equipment upon Client's business premises subject to the terms and conditions of this agreement.
2. Imperial shall be responsible for installing and maintaining vending and/or micro market equipment which reasonably meets the location's needs.
3. Broken Arrow Public Schools grants Imperial the exclusive rights to provide snack products as limited to vending and/or micro market services. Imperial will provide merchandise through its vending machines and/or micro market equipment that is reasonably priced and offered in reasonably sized portions. Any change in the wholesale price may result in a change in the selling price. Vending Prices and Products will be determined by Imperial as agreed upon by Broken Arrow Public Schools.
4. Imperial will maintain workers compensation insurance, general liability insurance and vehicle insurance at all times. Certificates available on request.
5. Imperial agrees to obtain and display all applicable Federal, State and local licenses.
6. Imperial's personnel will at all times be dressed in clean, neat uniforms and will observe all regulations in effect of premises.
7. Either party may terminate this agreement with cause upon (60) days written notice to the other party.
8. This five (5) Year Agreement will become effective December 10th 2018 and remain in force through June 30th 2019 (year one). The following four option years will require annual approval from Broken Arrow Public Schools Board.
 - a. Year 2 – July 1st 2019 through June 30th 2020
 - b. Year 3 – July 1st 2020 through June 30th 2021
 - c. Year 4 – July 1st 2021 through June 30th 2022
 - d. Year 5 – July 1st 2022 through June 30th 2023

9. Client agrees to notify Imperial of any alteration that will affect any of the areas where services are performed. Alterations may include increased workflow, labor hours, holiday employment or special functions.
10. Should the Client feel that Imperial failed to provide proposed service levels, Client will notify Imperial in writing of failure to supply service. Service failures will be limited to equipment or service levels. If within thirty (30) days of the notice of service failure the problem has not been corrected, the Client may cancel the agreement.
11. Imperial will operate and maintain all vending machines and other equipment in a clean, sanitary condition in accordance with recognized standards for such machines and in accordance with all applicable laws and regulations.
12. This agreement will be made and construed in accordance with the Laws of the State of Oklahoma.
13. The Parties agree to negotiate the removal or relocation of *underperforming machine(s)*. For the purpose of this Agreement, an *underperforming machine* shall be defined as a machine which has gross sales of less than \$3,000.00 per year.
14. The Parties agree to add additional snack, beverage or food vending machines without requiring an amendment to the Agreement.
15. A discount for cash in the amount of 10 cents per purchase will apply for credit card charges.
16. Commission: Imperial shall pay Broken Arrow Public Schools commission on all sales of products through the vending machines with the exception of machines that fail to meet the minimum of \$3,000 per year (\$250 per month) at all facilities pursuant to this agreement during the term as follows:

For all snack products:

Cash Collected x 20% commission

Customer retains the right to renegotiate the commission percentage in conjunction with vend price adjustments.

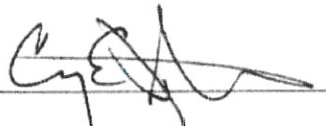
17. Locations:

- Admin Building. 201 N Main St. (1) machine
- Service Center / PAC. 701 S. Main St. (1) machine
- Transportation / Maintenance. 1500 E. Joliet (1) machine
- Country Lane. 251 E Omaha St. (1) machine
- Childers. 301 E Tucson St. (1) machine
- Oneta Ridge. 6800 E. Quincy Pl. (1) machine
- BA High School. 1901 E Albany (6) machines
- Oliver. 3800 W. New Orleans (1) machine
- BA Freshman Academy. 301 W. New Orleans (1) machine

Imperial, LLC.
2020 N. Mingo, Tulsa, OK 74116

Name Craig E. Johnston

Title CFO

Sign 

Broken Arrow Public Schools
701 S Main St. Broken Arrow, OK 74012

Name Steve Allen

Title BOE President

Sign 