

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 5/6/2022

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:

Funding Source:
Fund/Project OCAS Coding

Consent

Action

renewal of service contract for laminator.

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:	SUSAN DOYLE	Date:	4/14/22
Email	sdoyle@baschools.org	Previous Contract:	40324710

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	HTSEAL ULTIMA 65 115V 1U,UN	BF00006G	7/1/22	6/30/23	515.00	1421.40	2240.25

****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	LEISURE PARK ELE SCHOOL		
Address	4300 South Juniper Place		
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****



Keith Cox

Equipment Maintenance Agreement Specialist
Email: keith.cox@acco.com
Phone: 847.796.4918

Richard Harvey

Field Service Technician
Email: Richard.Harvey@acco.com
Phone: 209-409-2681

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.

FELONY COMPLIANCE AFFIDAVIT

Illinois
STATE OF ~~OKLAHOMA~~)
) ss. FEIN: 36-2704017
COUNTY OF ~~TULSA~~)
)
Lake

The undersigned, under the penalties of perjury, certifies to the Broken Arrow Public Schools ("School District") as follows:

1. The undersigned:

_____ has a contract with the School District; OR
 _____ is the duly authorized representative of a business ("entity") having a contract with the School District,

to perform work on School District premises on a full-time or part-time basis.

2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.

3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippey Violent Crime Offenders Registration Act.

4. The undersigned, or the entity: _____ has or _____ has not conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.

5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. § 6-101.48 (Supp. 2000) and Title 58 O.S. § 589 (Supp. 2004) (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this 26 day of April 2022.

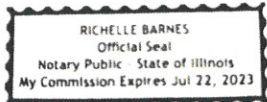
AFFIANT'S SIGNATURE

Tracy L. Wooten

Representing:

ACCO Brands USA LLC
(Name of Entity)

Subscribed and sworn to before me this 26th day of April, 2022.



(SEAL)

Michelle Barnes
Notary Public

Notary Commission Number: 823570

My Commission Expires: July 22nd, 2023

CRIMINAL BACKGROUND CHECK FOR VENDORS

In compliance with Oklahoma Statutes (Title 70, Sections 122, 125, 135, and 140.1) which prohibit public schools from retaining or rehiring an individual with a felony conviction, Broken Arrow Public Schools ("BAPS") requires a criminal background check for purposes of making vendor decisions.

Richard W Harvey, give Broken Arrow Public Schools permission to run a background check to obtain criminal information relating to me (if any) and/or to hire a reporting agency to run a background check to obtain criminal information relating to me (if any) contained in public records. Neither BAPS nor its agent(s) will be violating my right to privacy by conducting this background check, and I hereby release them from all liability whatsoever for actions related to this investigation. I further acknowledge that, if I am to be vendor for BAPS, I will undergo an annual check for criminal history check at the beginning of each fiscal year, and I grant permission for these additional background checks.

Richard W Harvey
Print Name

Richard W Harvey
Signature

5/3/22
Date

CONSENT AND DISCLOSURE FOR INVESTIGATIVE CRIMINAL REPORT

Richard | | | | |
Applicant's First Name

HARVEY | | | | | | | | | | | | | | | | | | | | | | | | | |
Last Name

I understand that Broken Arrow Public Schools (BAPS) will utilize the services of SELECT FORCE, INC (agent) as part of the procedure for processing my application as a vendor for the District. I also understand that if my application as a vendor is granted, BAPS may obtain further information through subsequent investigations by designated agent(s) so as to update, renew or extend my application as a vendor, to the extent permitted by law.

I understand a consumer reporting agency's investigation may include information regarding bankruptcies covering up to the last ten (10) years, obtaining information regarding civil suits, civil judgments, arrest records, and paid tax liens covering up to the last seven (7) years, obtaining information regarding any other adverse item of information covering up to the last seven (7) years and obtaining information regarding references and education and employment verifications without any time limitations, subject to any limitations or exceptions applicable under state and federal law. The investigation also may include obtaining information relating to federal, state, and/or county criminal records without any time limitations subject to state law.

In the event an investigative consumer report is conducted, I understand such information may be obtained by personal interviews with my acquaintances or associates or with others whom I am acquainted or whom may have knowledge concerning my character, general reputation, personal characteristics or standard of living. I understand such information may also be obtained through direct or indirect contact with former employers, schools, financial institutions, landlords and public agencies or other persons who may have such knowledge. I further understand that the scope of a consumer report/investigative consumer report may include, but is not limited to, verification of Social Security Number, employment history, references, education attained, motor vehicle records including traffic citations and registration and any other public records.

I understand that I have the right to receive notice about the nature and scope of any investigative consumer report requested within five (5) days after BAPS receives my request or five (5) days after the investigative consumer report was requested, whichever is later.

I acknowledge that I have received the attached summary of my rights under the Fair Credit Reporting Act. I also understand that before I am denied employment based, in whole or part, on information obtained in the consumer report and/or investigative consumer report, I will be provided a copy of the report and a description in writing of my rights under the Fair Credit Reporting Act. I understand if I disagree with the accuracy of any information in the report, I must notify BAPS within five (5) business days of my receipt of the report that I am challenging the accuracy of the information contained in this report with BAPS/designated agent and advise BAPS as to the basis of my challenge. In exchange for BAPS' consideration of my employment application, I agree not to file or pursue any complaints, claims or legal actions of any kind against designated agent(s) for providing the aforementioned information. I also agree not to file or pursue any complaints, claims or legal actions against BAPS or any of its employees, representatives, or agents arising out of or in any way related to conducting a background investigation.

I am consenting that a photocopy of this authorization be accepted with the same authority as the original, and I specifically waive any written notice from any entity which may provide information based on this authorized request. I hereby consent to this investigation and authorize BAPS to procure a consumer report and/or investigative consumer report on my background as stated above from designated agent(s). In order to verify my identity for purposes of the background investigation I am voluntarily releasing my date of birth, social security and the other information in this packet for my own benefit and fully understand that all employment decisions are based on legitimate non-discriminatory reasons.

CONSENT AND DISCLOSURE FOR
INVESTIGATIVE CRIMINAL REPORT

Richard
First Name

walter
Middle Name or Initial

Harvey
Last Name

03051966
Date of Birth (MMDDYYYY)

Other Names Known By

Male
 Female

445788719
Social Security Number

2094092651
Primary Telephone (no dashes)

413 Bell fountaine Dr
Current Address

Apt #
7 Years
Years at this address

moore
City

ok
State

73160
Zip Code

204 N Santa ana Ave
Previous Address

Apt #
3 Years
Years at this address

modesto
City

CA
State

95354
Zip Code

H083740655
Driver's License Number (no dashes)

ok
License State

02282023
Expiration Date

Richard.harvey@accu.com
Email Address

Dale Walter By
Signature

05042022
Today's Date (MMDDYYYY)