

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: July 12, 2021

Contract/Agreement Vendor: NitroSell Limited

Name of Vendor _____

1 (888) 906 0639 _____
 Phone Number

Contact Person _____
 1756 Barlow St #6452, _____
 Address

Traverse City MI 49696, USA _____
 City State Zip

sales@nitrosell.com _____
 Email address

2021-2022 _____
 Date of services

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

Vendor Registration

Person Submitting Contract/Agreement for Review: Darci Delso _____
 Name Site

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

Audience/Group to benefit from Contract/Agreement: District/Community

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

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 Member: Chuck Perry _____
 Signature

Funding Source: Bond Fund 34 _____
 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 7/19/21"
 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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.

MEMORANDUM

To: Dr. Janet Vinson
From: Chuck Perry
Date: July 8, 2021
Re: Nitrosell Agreement - RENEWAL

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools to provide the District with PC America Point of Sale and Inventory Management hardware and software for Tiger Threads. Total cost to the District for 21-22 is \$2388.00 and will be paid with bond funds. D. Delso

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

Nitrosell will provide an integrated ecommerce solution for Tiger Threads for at least 12 months.

FUNDING

Bond 34

RECOMMENDATION

Approve

Invoice



NitroSell
INTEGRATED E-COMMERCE

Invoice To:

Broken Arrow Tiger Threads
1901 E Albany St.
Broken Arrow
Oklahoma
United States

NitroSell Limited
6 Robert Scott House
St Patrick's Quay
Cork, T23 Y2EA, Ireland

Tel: 619-374-4111
Fax: 617-507-0769
www.nitrosell.com

Invoice No.: #1687341
Invoice Date: 1st Jul 2021
WebStore: www.batigerthreads.com

Qty	Description	Unit Price	Total Price
1	Managed Service Fee (1st Jul '21 to 30th Jun '22)	\$2,388.00	\$2,388.00
		Tax (Exempt):	\$0.00
		USD Total Due:	\$2,388.00

Ongoing Service & Support

Your monthly fees cover a wide range of NitroSell services, including:

- Web hosting with a world-class content delivery network (delivering some of the fastest sites around);
- Payment card industry (PCI-DSS Level 1) compliance;
- Ongoing updates to our web platform (typically 10-20 new features per year);
- And, most importantly, access to our best-in-class Support Team, from 5am-5pm EST, Monday-to-Friday, and with 24/7 emergency support.

Commercials

Upfront Fees

13 Month Managed Service Fee (August 2020 - August 2021)	\$2,587.00
12 Month Managed Service Fee (Sept 2021 - August 2022 & Years After)	\$2,388.00
Current Year's Total	\$2,587.00

The Sign Off

I hereby place an order for the goods and services as outlined above and subject to NitroSell's standard terms and conditions. I undertake to provide credit card details through the NitroSell Partner Portal and, when requested to do so, to accept the End User License Agreement (EULA). I hereby authorize NitroSell to charge my credit card.

Signed: _____

Company Name: _____

Title: _____

Print Name: _____

Date: _____



The On-Premise Software

At the core of NitroSell is integration; that is powered by our on-premise software, which leverages your point-of-sale data to drive and automatically maintain a cutting-edge eCommerce site. It consists of three components: one to communicate with your site (Sync); one to easily maintain your item data (PAM); and one to process web orders at your POS.

Guided Implementation & Training

Opening a new physical store requires time, careful planning, and specialised knowledge; similarly, launching an eCommerce site comes with its own unique challenges. During implementation, we hold your hand through every step, from training you on the software, to optimising your web pages, setting up your checkout options, and much more. It consists of a series of online meetings, with open communication between you and your consultant from start to finish. Succeeding online is not a guarantee; our help puts it within your reach.

Web Design

Your brand and image are central to your business. Utilising NitroSell's design services ensures that your shoppers get a consistent experience across all channels. Not only that we ensure that your site is responsive, meaning it's optimised for any device: desktops, laptops, tablets, or smartphones.

In picking your design options, each level is priced based on the time our team dedicates to your project. No matter which you choose, you'll receive the same level of professionalism you can expect from a company with over 14 years' experience in the industry.

The Small Print (Terms & Conditions)

1. Confidentiality

The commercial terms in this document have been developed exclusively for the client named on the first page and must remain strictly confidential.

2. Tax

All prices quoted are exclusive of any local or international tax.

3. Pricing and Validity

All prices remain valid for 30 days from the date of this proposal.

4. Upfront Fees

The upfront fees are invoiced on the day your web site is activated.

5. Software License Renewal Fee

The software license renewal fee is invoiced on the anniversary date of your WebStore activation. Failure to pay the fee is a breach of the End User License Agreement (EULA) and your right to use the On-Premise software will cease immediately.

6. Ongoing Service & Support Fees

Payment is due one month after the activation date and every calendar month thereafter.

7. Contract Term

This contract is for a minimum of 12 months from the date the WebStore is activated. Should the services be terminated by the Client within the first 12 months, the balance of services fees due for the entire first 12 month period shall become due. The Client shall be entitled to terminate this agreement without penalty after the initial 12-month period, provided that 1 month's written notice is given.

8. Payment Gateway Configuration

Security options vary by payment gateway provider and can be viewed in NitroSell WebStore Manager in the Configuration > Payments page. NitroSell's Implementation and Branding fee includes configuration of the payment gateway settings as instructed by the customer or payment gateway provider. Questions pertaining to the definition or advice of payment processing settings should be directed to your payment processor provider.

9. Fair Usage Policy

NitroSell monitors Fair Usage by tracking the bandwidth consumed by WebStore visitors and the amount of storage capacity required on the NitroSell servers.

Typical WebStores use relatively low bandwidth as long as they do not include bandwidth intensive content such as video. The fair usage levels are based on NitroSell's experience with hundreds of customers.

Storage: 12GB

Bandwidth: 8GB/month

Individual months where bandwidth exceeds the fair usage quota are ignored unless the usage is considerably over, in which case we will work with you to discover why this has happened and assist in reducing the consumption to a reasonable level.

Bandwidth is monitored over time and if your WebStore is consistently exceeding its Fair Usage level, we will ask that you upgrade to a plan with a higher Fair Usage Allowance.