

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: April 12, 2024

Contract/Agreement Vendor:

GBC/ACCO Brands

Name of Vendor & Contact Person

keith.cox@acco.com

Vendor Email Address

one year maintenance contract for laminator

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.

teachers and students of Leisure Park

Reason/Audience to benefit

05/06/2024

BOE Date

\$ 578.65

Amount of agreement

June 3, 2024

Person Submitting Contract/Agreement for Review: Susan Doyle

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:

Cabinet Team Member:

Funding Source: 11/001

Fund/Project

001/1000/436/100/1050/000/150

OCAS Coding



Consent



Action

Renewal of one year maintenance 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.



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EQUIPMENT MAINTENANCE AGREEMENT (EMA) RENEWAL QUOTE

Attention:	SUSAN DOYLE	Date:	04.09.2024
Email	SDOYLE@BASCHOOLS.ORG	Previous Contract:	40342475 5053338

This letter is to offer you a GBC/ACCO BRANDS 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	V,EMA ULTIMA65	BF00006G	07.01.2024	06.30.2025	\$578.65	\$1,596.25	\$2,515.82

****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/ACCO BRANDS 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/ACCO BRANDS appreciates your business!

Customer Acct Name	LEISURE PARK ELEMENATARY SCHOOL-BF00006G-5053338		
Address	4300 S 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: 662-480-3373

Richard Harvey-2170
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, ACCO BRANDS 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, ACCO BRANDS will use commercially reasonable efforts to repair the Equipment without charge for labor or parts. ACCO BRANDS 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 ACCO BRANDS.
3. All service will be provided during ACCO BRANDS'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 ACCO BRANDS rates.
4. For all new Equipment, Customer will have the Equipment set up in the location it is to be used. ACCO BRANDS does not allow its Technicians to lift equipment greater than 60 lbs. and ACCO BRANDS'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 ACCO BRANDS 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 ACCO BRANDS service personnel shall perform maintenance on or repair the Equipment, and as a result further repair or maintenance by ACCO BRANDS is required to restore the Equipment to good operating condition, any such further repair or maintenance shall be subject to additional charge by ACCO BRANDS in accordance with the prevailing ACCO BRANDS rates.
7. **Renewals shall be governed by then prevailing ACCO BRANDS 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, ACCO BRANDS 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 ACCO BRANDS 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 ACCO BRANDS unless the Agreement as altered shall have been approved in writing by an officer of ACCO BRANDS.

12. **CUSTOMER AGREES THAT ACCO BRANDS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF BUSINESS HOWEVER CAUSED NOTWITHSTANDING ADVICE TO ACCO BRANDS 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 ACCO BRAND's standard insurance certificate does not meet Customer's insurance requirements, all insurance (including any landlord's insurance requirements) required from ACCO BRANDS, must be specified at the signing of this Agreement, agreed to in writing by ACCO BRANDS, 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.

BILLING INFORMATION

Remit to address:

ACCO Brands USA LLC
PO Box 203412
DALLAS TX 75320



FELONY COMPLIANCE AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

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
 X 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: X 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 15 day of April, 2024.

AFFIANT'S SIGNATURE

Wendy Fitzgerald

Representing:

ACCO Brands, Inc

(Name of Entity)

Subscribed to before me this 15th day of April, 2024.

OFFICIAL SEAL
EVA JAKO
Notary Public, State of Illinois
Commission No. 678975
My Commission Expires July 20, 2027

(SEAL)

[Signature]
Notary Public

Notary Commission Number: 678975

My Commission Expires: 7/20/27

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70-6-101.48.

70-6-101.48.

A. No person or business having a contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees shall allow any employee to work on school premises if such employee is convicted in this state, the United States or another state of any felony offense unless ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.

B. Every person or business performing services not subject to subsection A of this section on the property of a school or school district shall be required to sign a statement declaring that no employee working on school premises under the authority of such business is currently registered under the provisions of the Oklahoma Sex Offenders Registration Act and that the business is not in violation of the provisions of this section. Compliance with this statute shall be required of the person or private business, and there shall be no obligation placed upon a school district to ascertain the truthfulness of the affidavit.

C. A person or business having a written contract with a school or school district to perform work on a full-time or part-time basis that would otherwise be performed by school district employees may conduct a felony search of the employees of the person or entity who would be assigned that work through a request to the State Board of Education in the same manner as a felony search is afforded school districts by Section 5-142 of Title 70 of the Oklahoma Statutes.

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