

BROKEN ARROW PUBLIC SCHOOLS
Educating Today  *Leading Tomorrow*

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 3/12/2024

Contract/Agreement Vendor:

Acco Brands/ Keith Cox

Name of Vendor & Contact Person
keith.cox@acco.com
Vendor Email Address

Laminator: Covers labor, travel and parts for each service call.

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

Reason/Audience to benefit

April 8th, 2024 \$ 356.71
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Debby Newman

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

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

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

Cabinet Team Member: *Paul Dyer*

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

Consent This will cover the labor, travel time, and parts of each service call placed on the laminator. This is for the school year 2024-2025. It is only a partial contract, covering us from 11/6/2024 to 6/30/2025, since the current contract with them covers us to 11/5/2024.
Aspen creek

Action

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:	03.07.2024
Email	<u>JJENKINS@BASCHOOLS.ORG</u>	Previous Contract:	40349439 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	TH1722800054	11.06.2024	06.30.2025	\$356.71		

****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	ASPEN CREEK ELEMENTARY-th1722800054-5053338-partial		
Address	2800 W FLORENCE ST		
City, State Zip	BROKEN ARROW OK 74011		
Authorized Signature		Phone	918-259-4410 X 2504
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



Jenkins, Janice

From: Cox, Keith <Keith.Cox@acco.com>
Sent: Monday, March 11, 2024 9:31 AM
To: Jenkins, Janice
Subject: RE: ASPEN CREEK ELEMENTARY-th1722800054-5053338-FULL

CAUTION: This email originated from outside of the district. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I will honor it!

Warmest Regards,



Keith Cox

ACCO BRANDS | SERVICE SOLVED
Equipment Maintenance
Agreement
Renewal Support Representative

Direct (662)480-3373
Toll Free:888-449-5927

Remit to address:

ACCO Brands
PO Box 203412
Dallas Tx 75320

Email: Keith.Cox@acco.com

Web: www.gbc.com/service-support-center/service-solved/

**Service : (800) 723-4000
option 2 twice
Bill Pay : 800-217-7116**

From: Jenkins, Janice <jjenkins@baschools.org>
Sent: Friday, March 8, 2024 12:42 PM
To: Cox, Keith <Keith.Cox@acco.com>
Subject: [EXTERNAL] RE: ASPEN CREEK ELEMENTARY-th1722800054-5053338-FULL

With this contract not being good but for 90 days, how will we be able to use this in August when I return to get the Purchase Order in place.

*Janice Jenkins
Principal's Secretary
Aspen Creek Elementary
Phone- 918-259-4410 Ext 2504
Fax- 918-455-1731*

From: Cox, Keith <Keith.Cox@acco.com>
Sent: Thursday, March 7, 2024 3:58 PM