

Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date:

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

RENEWAL OF CONTRACT FOR FY23 FOR SHREDDING SERVICES FOR THE EDUCATION SERVICE CENTER

Consent

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.



635 W. 41ST ST.
 TULSA, OK 74107
 PHONE: (918) 446-8386
 WWW.SHREDDERSINC.NET

CUSTOMER SERVICE AGREEMENT

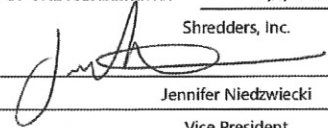
CLIENT NAME: Broken Arrow Public Schools Service Education Center
BILLING ADDRESS: 701 S. Main, Broken Arrow, OK 74012
PHONE #: 918-259-5732
CONTACT 1: Cathey Metevelis
EMAIL: cmetevelis@baschools.org
A/P CONTACT: Cathey Metevelis
A/P EMAIL: cmetevelis@baschools.org

AUTOMATIC SERVICE									
SERVICE FREQUENCY:	<input type="checkbox"/>	WEEKLY	<input type="checkbox"/>	BI-WEEKLY	<input checked="" type="checkbox"/>	X	MONTHLY	<input type="checkbox"/>	OTHER
		TYPE	QTY	RATE			TYPE	QTY	RATE
CONTAINER:		Cabinet	1	\$37.00			95 GAL	1	\$47.00
		Cabinet	5	\$12.00					
MINIMUM SERVICE CHARGE:	\$50.00	DELIVERY DATE:	Established			FIRST SERVICE DATE:	Established		

CONTAINER	QUANTITY	LOCATION
CABINET	1	Finance
CABINET	2	Human Resources
CABINET	1	Federal Programs
CABINET	2	Special Education
95 Gallon	1	Special Education

PURGE/ADDITIONAL MATERIAL	
ITEM DESCRIPTION	PRICE
boxed/ loose paper	\$0.10 per pound

NOTES
 Service will be on the 3rd Thursday of every month unless school is closed for holidays and/or breaks. Available dates will be determined at that time.
 A minimum charge of \$50.00 will apply for any additional service calls between monthly services.
 AGREED TO BY (TERMS & CONDITIONS ON PAGE TWO)

START DATE OF THE AGREEMENT: 7/1/2022 **TERM OF AGREEMENT:** 12 Months
VENDOR: Shredders, Inc. **CLIENT:** Broken Arrow Public Schools Education Service Center
SIGNED:  **SIGNED:** _____
PRINT NAME: Jennifer Niedzwiecki **PRINT NAME:** _____
POSITION: Vice President **POSITION:** _____
DATE: 4/7/2022 **DATE:** _____

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NEW	EXISTING	X	CHANGE		SALES REP	JN			

TERMS OF CONDITIONS

This **CUSTOMER SERVICE AGREEMENT** between SHREDDERS INC. and "the customer" takes effect on the *Start Date of the Agreement*. No other terms or conditions on Customer's purchase order or any other instrument, agreement, or understanding shall be binding upon Shredders Inc. unless agreed to by both parties in writing. The parties agree as follows:

1. Shredders Inc. will provide Customer with on-site or off-site paper shredding and recycling services under the following terms and conditions:
 1. **Equipment:** Shredders Inc. will provide locked security consoles and other related equipment for the collection and storage of customer's confidential materials. The number of consoles is based on estimates of the amount of confidential shredding. The estimates are determined by Shredders Inc. and based on estimates of volume in discussions with the customer. At the customer's request, additional consoles may be added to this agreement and shall automatically become a part of and subject to the terms hereof.
 2. **Paper Document Collection and Destruction:** Shredders Inc. will physically collect customer's confidential materials on a regularly scheduled, or call-in basis, as agreed between Shredders Inc. and the customer. Confidential materials will be taken back to Shredders Inc.'s facility in a secured, enclosed truck. For on-site services rendered, confidential materials will be destroyed on the customer's premises, by means of a mechanical shredding device.
 3. **Certification:** After completion of the document destruction process a *Certificate of Destruction* will be mailed out. The Certificate of Destruction guarantees the customer that all materials transferred to Shredders Inc.'s custody were shredded and properly disposed of.
 4. **Document Disposal and Recycling:** All Confidential Materials are shredded and recycled in the ordinary course of Shredders Inc.'s business.
2. **Equipment Rental:** The locked security consoles and any other equipment provided to customer by Shredders Inc. remains at all times the property of Shredders Inc. Customer will keep all equipment in working order, normal wear and tear expected. For any equipment which is moved, damaged, stolen, or lost while at customer's location. Customer shall pay a replacement charge. Indemnify and hold harmless Shredders Inc. for any damages related to such equipment, and any materials located in such equipment.
3. **Service Fee:** Customer will pay Shredders Inc. a service fee equal to the greater of the minimum charge, or a fee per console and/or other specified box, bag, or container, as agreed on the front page of this customer service agreement. Customer agrees to pay the service fee within 30 days of receiving an invoice for services rendered by Shredders Inc. Customer shall pay the minimum charge if customer declines or cancels a scheduled service.
4. **Terms of Agreement:** The agreement is for *twelve months*. Unless a new agreement is signed by both parties this agreement will automatically renewed for additional terms of the same duration. Unless terminated by either party by written notice, at least 30 days prior to the expiration of either the initial term or of any renewal term. On termination by either party, the customer will immediately pay Shredders Inc. all outstanding balances for services performed by Shredders Inc. prior to termination of the Agreement, Additional locations listed in relevant addendums are also covered under this agreement.
5. **Early Termination of Agreement:** In the event the customer terminates without cause prior to the end of the Initial term or any renewal term and upon 60-day written notices to Shredders Inc.
 - The customer will immediately pay Shredders Inc. all unpaid invoices.
 - The service fee due for the remaining term of the agreement. (current price will be multiplied by remaining service dates in either the initial or renewal term)
6. **Default and Termination for Cause:** If either customer or Shredders Inc. breaches this agreement by failing to perform any of their respective obligations under this agreement, the non-breaching party reserves the right to suspend or terminate this agreement by providing 30 day written notice of termination to the other party. Customer will immediately pay Shredders Inc. any outstanding account balance for services performed by Shredders Inc. prior to the *Termination of the Agreement*.
7. **Excused Performance:** Shredders Inc. will not be in breach for failure to comply with the provisions of the agreement where Shredders Inc.'s failure is due to reasons of vis major "superior force" such as fire, wind, snow, earthquake, or any other act of God that renders Shredders Inc.'s services under this agreement unavailable.
8. **Miscellaneous:** This agreement contains the entire understanding of the parties concerning the subject matter of this agreement and applies to any successors to the agreement, as well as to any new or additional customer location. Any changes to this agreement must be agreed to in writing by both parties. The failure of either party to insist upon the performance of any provision of this agreement, or to exercise any right or privilege granted to that party under this agreement, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. If any provisions of this agreement are held to be invalid, the other provisions of this agreement shall remain in full force and effect. This agreement shall be interpreted under the laws of the state of Oklahoma. This agreement replaces/supersedes any previous agreements between Shredders Inc. and the customer.