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# MEMO

APPROVED  
8/5/2024



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DATE: July 31, 2024  
FROM: Matney M Ellis  
Procurement Director  
TO: Board of County Commissioners  
SUBJECT: Agreement – GBC

A handwritten signature in black ink, appearing to read "Matney M Ellis", with a long horizontal flourish extending to the right.

Submitted for your approval and execution is the attached agreement between the Board of County Commissioners of the County of Tulsa, Oklahoma on behalf of Tulsa County Court Services and GBC for the coverage and maintenance of the 750 Stack and Shred Serial #PM2007003177 located at 500 S. Denver, Rm B3, Tulsa, Oklahoma, 74103 at a cost of \$687.94 per year as further described in the attached.

Respectfully submitted for your execution and approval.

MME / adr

SUBMITTED FOR: The August 05, 2024 BOCC meeting agenda.

CMF# 20241483



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8/5/2024

**EQUIPMENT MAINTENANCE AGREEMENT NEW EMA QUOTE**

Attention:	Lori Jones / Carol Watson	Date:	7/29/2024
Email	Lori.jones@tulsacounty.org	SAP Account #	5090847

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 EMA Price	(3) Year EMA Price	(5) Year EMA Price
1	750 Stack and Shred	PM2007003177	8/5/2024	8/4/2025	687.94		


**\*\*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	Tulsa County Courts SVCS		
Address	500 S Denver Rm B3		
City, State, Zip	Tulsa, Oklahoma 74103		
Authorized Signature	 Stan Sallee	Phone	918-596-5795
Date	8/5/2024	P.O. Number	

**\*\*All contracts with a value of \$650 or higher require a signature\*\***

APPROVED AS TO FORM/ LEGALITY

  
ASSISTANT DISTRICT ATTORNEY  
Andrew C. Mihelich

Attest:   
Michael Willis, County Clerk by Kenneth Yates, Chief of Staff



EMA Service Manager





AN ACCO BRANDS BUSINESS



CMF# 20241483



*Richard Harvey*  
Field Service Tech for Oklahoma  
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. 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.

11. **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.

12. **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.

