

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: June 6, 2022

Contract/Agreement Vendor: Rank One Sport, Greg Gonzalez
Name of Vendor & Contact Person

ggonzalez@rankonesport.com
Vendor Email Address

Rank One Sport Annual Software Subscription for 2022-2023 school year
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.

Athletic Department
Reason/Audience to benefit

6/27/2022 \$ 800.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Darren Melton

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: 11/160 11.160.1000.653.830.3330.000.003
Fund/Project OCAS Coding

Consent

Action

The cost of Rank One Sport services are quoted at \$800 and will be paid from General Fund The dates of services will be July 1, 2022 – June 30, 2023 The vendor will provide the District's online credit card payment and online registration provider for camps during the 2022-2023 school year.

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.



Broken Arrow Public Quote

Broken Arrow Public
6800 East Quincy Place
Broken Arrow, OK 74014

Reference: 20220603-003113110
Quote created: June 3, 2022
Quote expires: September 1, 2022
Quote created by: Greg Gonzalez
ggonzalez@rankonesport.com

Products & Services

Item & Description	Quantity	Unit Price	Total
Rank One Sport Annual Subscription Annual Activities and Logistics Management Software Subscription for 2022/2023 School Year - Price includes Physical Upload Form	1	\$1,000.00 / year	\$1,000.00 / year

Subtotals

Annual subtotal \$1,000.00

Other Fees

Oklahoma School Discount -\$200.00

Total \$800.00

Questions? Contact me

Greg Gonzalez
ggonzalez@rankonesport.com

Rank One Sport+Health
2525 McKinnon Ave., #420
Dallas, Texas 75201



This Agreement ("Agreement") is made between RANK ONE SPORT and Broken Arrow Public Schools athletic department ("Client"). Client has reviewed the terms and conditions on the website and agrees to them. This Agreement shall commence on execution of the Agreement and shall continue for one year in full force and effect and shall automatically renew until terminated by either party upon at least thirty (30) days prior written notice. Client agrees to pay RANK ONE SPORT the amount of \$800.00 for High School for the use of the software and electronic forms. If the client chooses to retain the services of Rank One Sport for years July 1, 2022 - June 30th 2023, the amount will be locked in at \$800.00 for the High School. This amount shall be due on or before the one-year anniversary date of the Effective Date of this Agreement. Middle school will be provided at no extra charge.

RANK ONE SPORT agrees to maintain the confidentiality of confidential materials and information (hereinafter referred to as "Confidential Information") of Client that RANK ONE SPORT learns or has access to due to client's use of RANK ONE SPORT software. RANK ONE SPORT shall take various security measures designed to maintain such confidentiality and security of information, including, but not limited to the following:

- (1) RANK ONE SPORT shall use Secure Sockets Layer (SSL) protocols in encrypt data transmission and to protect access to Client data maintained by RANK ONE SPORT and; without the prior written consent of Client, RANK ONE SPORT shall not disclose, give or transfer such Confidential Information to any third party. To the extent permitted by law, Client agrees to maintain the confidentiality of confidential materials and information (hereinafter referred to as "Confidential Information") of RANK ONE SPORT that client learns or has access to due to its use of the website and shall take various security measures designed to maintain such confidentiality; without the prior written consent of RANK ONE SPORT client shall not disclose, give or transfer such Confidential Information to any third party.

RANK ONE SPORT shall not be responsible for delays or failures of the website or software if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

This Agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors, and assigns. This Agreement contains the entire Agreement between the parties. It supersedes any and all prior Agreements, arrangements or understandings between the parties concerning the subject matter. No oral understandings, statements, promises

or inducements contrary to or inconsistent with the terms of this Agreement exist. This Agreement is subject to modification, waiver or addition only by means of a writing signed by both parties. This Agreement shall be governed by, construed and enforced in accordance with and subject to the laws of the State of Oklahoma and the jurisdiction shall be considered to be Tulsa County. The parties agree to attempt resolution of any disagreement by and through mediation before resorting to litigation if the parties can agree upon a mediator. Each party has had an ample opportunity and has been encouraged to review this document with their attorney of choice. If any term or provision of this Agreement shall be invalid or unenforceable under applicable law, then such term or provision shall be fully severable from the remainder and shall not affect the validity or enforceability of any other provision or term contained herein. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to other relief to which he, she or it may be entitled.

Rank One Sport and Broken Arrow Public Schools have executed this Agreement as of the 1st day of July, 2022 ("Effective Date").

Rank One Sport Client
By: Rank One Sport

Mann, Manager Broken Arrow Public Schools

By: Brian