

MEMORANDUM

To: Dr. Janet Vinson

From: Roger Shepherd

Date: December 6, 2021

Re: DSX Access Control Readers for the Education Service Center

SUBJECT

Discussion, motion and vote on motion to approve or disapprove the proposal from Summit Fire & Security for DSX Access Control Readers. The total cost to the school district will be \$11,990.00 for Summit Fire & Security to provide and install (9) DSX Access Control Readers on the following doors at the Education Service Center: 1st Floor HR Main Entry Door, 1st Floor HR "Education Service Center" Door, 1st Floor HR "Tradition Conference" Room Main Entry Door, 1st Floor HR "Tradition Conference" Room Back Entry Door, 1st Floor "Break Room 153" Door, 2nd Floor "Break Room 216" Door, 2nd Floor "Federal Programs/Indian Education" Main Entry Door, 2nd Floor "Federal Programs/Indian Education" Secondary Entry Door, 3rd Floor "Superintendents" Back Door. R. Shepherd

SUMMARY

Summit Fire & Security will provide and install (9) DSX Access Control Readers at the Education Service Center.

FUNDING

Fund 32

RECOMMENDATION

Approve

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 12/6/2021

Contract/Agreement Vendor: Summit Fire & Safety

Name of Vendor		
<u>J.D. Miller</u>		<u>918-691-7090</u>
Contact Person		
<u>1102 East 2nd Street</u>		
Address		
<u>Tulsa</u>	<u>OK</u>	<u>74120</u>
City	State	Zip
<u>jdmler@SummitFireSecurity.com</u>		
Email address		
<u>To be scheduled after approval</u>		
Date of services		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE :
W9 **No**
And _____
Vendor Registration
11093

Person Submitting Contract/Agreement for Review: Roger Shepherd Maintenance
Name Site

Reason for Review: (New Agreement, Renewal...): New Proposal

Audience/Group to benefit from Contract/Agreement: Education Service Center

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: 
Signature

Does this Contract/Agreement utilize technology? No Yes
 Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Technology/Approval

Leadership Team Member: _____
Signature

Funding Source: _____
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
 2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on 12/6/2021"
Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. The appropriate Leadership Team Member will review and submit to the Contract Committee
 7. Keep copy for your records

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 8:30a.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 Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



Summit Fire & Security LLC makes the following proposal:

Date of Proposal: November 18, 2021

Proposal Submitted To: Broken Arrow Public Schools

Attention: Steve McMullen Phone: (918) 829-9512

Regarding: DSX Access Control

Project Name: **ESC - DSX (9) Door Add**
Address: 710 S. Main St.
Broken Arrow, OK 74012

A. Scope of Work

1. Provide & Install (5) DSX-1042 Two reader controllers.
2. Provide & Install (1) DSX-RWS150/28 Power supply.
3. Provide & Install a Card reader and electric strike on each of the following doors:
 - a. 1st Floor HR Main Entry Door (Mullion reader)
 - b. 1st Floor HR / "Education Service Center" Door (Standard Size Reader)
 - c. 1st Floor HR "Tradition Conference" Room Main Entry Door (Standard Size Reader)
 - d. 1st Floor HR "Tradition Conference" Room Back Entry Door (Standard Size Reader)
 - e. 1st Floor "Break Room 153" Door (Standard Size Reader)
 - f. 2nd Floor "Break Room 216" Door (Standard Size Reader)
 - g. 2nd Floor "Federal Programs / Indian Education" Main Entry Door (Mullion Reader)
 - h. 2nd Floor "Federal Programs / Indian Education" Secondary Entry Door (Mullion Reader)
 - i. 3rd Floor "Superintendents" Back Door (Standard Size Reader)

B. Clarifications

1. Sales tax (where applicable), & freight is included in the price of the proposal.
2. This proposal is valid for thirty (30) days from the date shown above. Invoicing will be monthly progressive.
3. Broken Arrow Public schools will program and test all doors.
4. Broken Arrow Public Schools will provide the following and Summit will install:
 - a. 1 - DSX 1040 Series control panel enclosure
 - b. 1 - DSX 1040 PDP control panel enclosure
 - c. 1 - DSX 1040 PDM module for Controller / Lock power
 - d. 1 - S - 150 - 15 power supply for controller board power
5. There are currently longer than average lead times on material, in particular HID readers. We are expecting 6-8-week lead times.

C. Exclusions

1. Provisions to provide or install conduit, flex, back boxes, hangars, T-bars, & fittings.

OK Alarm & Locksmith #AC440824 | OKC FE #460 | Tulsa FE #461
Tulsa: 1102 East 2nd Street | Tulsa, OK 74120 | Tel: 918.582.3736
www.SummitFireSecurity.com

2. Provisions to provide or install Access Hatches.
3. Work outside of normal hours of M-F 7:30 A.M. – 5:00 P.M.
6. Provisions to provide the following:
 - a. DSX 1040 Series control panel enclosure
 - b. 1 - DSX 1040 PDP control panel enclosure
 - c. 1 - DSX 1040 PDM module for Controller / Lock power
 - d. 1 - S - 150 - 15 power supply for controller board power
4. Provisions to provide or install REX motions or door state contacts.
5. Provisions to provide or install yellow access control composite cable.
6. Provisions to provide a scissor lift.

Bill of Material

Qty	Model #	Description
1	DSX-RWS150/28	LPS 110VAC to 28V DC5.4A, 150-watt LPS for 24V locks
5	DSX-1042	Intelligent Two Door Reader Controller
6	40NKS-00-00000	HID SIGNO Standard Reader
3	20NKS-00-00000	HID SIGNO Mullion Reader
9	HES-5000C	HES 5000C Electric Strike (Server Room)
1700	444391	22-06 UNSHIELDED STRANDED PLENUM - CARD READER
1700	441362	16-02 Unshielded Stranded Plenum - LOCK POWER

SUMMIT FIRE & SECURITY LLC PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Fire & Security Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit Fire & Security," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

- 1. Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
- 2. Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit Fire & Security and Owner by a written change order signed by Summit Fire & Security and Owner. Summit Fire & Security reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit Fire & Security will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit Fire & Security shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
- 3. Limited Warranty.** All materials and labor supplied by Summit Fire & Security will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit Fire & Security will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit Fire & Security provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit Fire & Security shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit Fire & Security in connection with Summit Fire & Security's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit Fire & Security based on Summit Fire & Security's standard fees and charges at the time. No other express or implied warranties are made by Summit Fire & Security. Summit Fire & Security's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit Fire & Security, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
- 4. Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit Fire & Security and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
- 5. Unavoidable Delays.** To the extent any time period for performance by Summit Fire & Security applies, Summit Fire & Security shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit Fire & Security.
- 6. Access.** Owner shall allow Summit Fire & Security to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit Fire & Security personnel.
- 7. Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit Fire & Security until payment in full of the Contract Price, at which time title shall pass to Owner. Summit Fire & Security shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit Fire & Security other rights and remedies.
- 8. Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit Fire & Security under this Contract, Owner agrees that the maximum liability of Summit Fire & Security shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit Fire & Security with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit Fire & Security harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit Fire & Security.
- 9. Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit Fire & Security as and when required, Summit Fire & Security shall have the right, but not the obligation, to immediately stop work on the Project and Summit Fire & Security may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit Fire & Security for reasonable legal fees and costs incurred by Summit Fire & Security in the enforcement of this Contract.
- 10. Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit Fire & Security, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit Fire & Security agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit Fire & Security are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit Fire & Security agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Nevada Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit Fire & Security agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Clark County, Nevada. Summit Fire & Security expressly reserves all mechanics lien rights under Nevada Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
- 11. Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Nevada. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

Summit Fire & Security shall perform the above-described work at the following price: **\$11,990.00**.

Completion of the Project: Summit Fire & Security offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit Fire & Security's option, if does not receive a signed acceptance of this Proposal by Owner by noon on **12/18/21**. To guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal.

General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit Fire & Security and Owner.

SUMMIT FIRE & SECURITY LLC:

By: J.D. Miller
Signature

Phone: (918) 691-7090

OWNER ACCEPTANCE OF PROPOSAL

Summit Fire & Security's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit Fire & Security and Owner.

OWNER:

By: _____
Signature

Print Name

Date