

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 4/15/2024

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:

Cabinet Team Member:

Funding Source:
Fund/Project OCAS Coding

Consent Six month interval generator inspections and reporting for the Kohler Generator located at the Broken Arrow High School in the amount of \$1,562.00

Action Three month interval generator inspections and reporting for the Generac Generator located at the Performing Arts Center in the amount of \$1,919.00

Total cost for both \$3,481.00

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.



PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide **Broken Arrow Public Schools** ("Customer") and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 1901 E Albany St. City: Broken Arrow ST: OK ZIP: 74012

EQUIPMENT

Generator Mfr: Kohler	M/N: 100REZGD	S/N: TBD	Spec: 100KW (691.00)
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This agreement will be in accordance to the following terms and conditions, for a period of one (1) year from the date of substantial completion.
In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit the full annual amount of **\$1562.00** payable in equal semiannual installments for a one year period. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
2. **CPS agrees to:** Perform PM inspections of Equipment **02** times per year at approximate **06** month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. *All applicable items will be performed or checked at the first inspection after this agreement is accepted.*

INCLUDED PM ITEMS (SEE ATTACHED DETAILED INSPECTION INFORMATION)

A. Oil change once per year.	B. Oil filter change at time of oil change.
C. Fuel filter change (if applicable) once per year.	D. Oil analysis will be done (by outside laboratory) at time of oil change.
E. Coolant maintenance as necessary. Includes testing for freeze point & inhibitor levels. Conditioners added as needed. If coolant replacement necessary, a disposal fee of \$1.00 per gallon will be assessed.	

OPTIONAL PM SERVICE & APPLICABLE CHARGES INCLUDED IN ABOVE PRICING

F. Perform two (2) hr Load Bank Test at time of PM visit on the (1) unit. \$ 550.00 cost <i>Performed Annually</i>	<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline <i>Initial Appropriate Line</i>	G. Perform megger test on alternator section and ASTS. \$ 321.00 cost	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
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3. **Customer authorizes:** CPS to perform repairs deemed necessary for proper operation of the standby power system at time of inspection. The cost of repairs shall not exceed **\$0.00** (\$500 recommended) without customer authorization, and shall be documented on the inspection report. Repairs estimated to exceed this amount would be referred to the Customer for action and additional authorization. Cost for additional repairs will be charged at CPS prevailing labor rates plus parts costs and prevailing mileage rates (if additional trips are required).
4. **CPS warrants its work:** For a period of thirty (30) days from the date of service. This warranty is limited to failure as a result of workmanship and does not include failures resulting from improper or unauthorized installation, misuse, negligence, accident, over-loading, over-speeding, repairs made by someone other than CPS, fire, flood, vandalism, theft or any other acts beyond the control of CPS
5. **Failures of new parts installed by CPS:** Failure of any new part/s installed by CPS during the course of maintenance service, shall be covered by the manufacturer's warranty of said part/s.
6. **Renewal:** This agreement will automatically renew at the completion of the agreement period unless cancelled per paragraph 8.
7. **This agreement may be cancelled by either party:** With a thirty (30) day written notification.
8. **Limitation of Liability:** Clifford Power System, Inc.'s liability under this agreement, if any, shall be limited to the contract amount of this agreement. In no event shall CPS be liable for any consequential, incidental or exemplary damages, including, but not limited to, loss of profits or down time.

CPS and Customer have agreed to the above this day.

By _____
Customer-Representative

Date: _____

By *Somer N Wamble*
CPS-Representative

Date: 03/31/2024

*Tulsa, OK
 918-836-0066
 918-836-0094 Fax
 Original-Customer*

*Dallas-Ft. Worth, TX
 817-640-5544
 817-453-0219 Fax*

*Oklahoma City, OK
 405-949-2332
 405-842-4864 Fax*

*Austin, TX
 512-477-6937
 512-477-6938 Fax
 3rd Page-CPS*



PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems, Inc. ("CPS") agrees to provide **Broken Arrow Public Schools (PAC)** ("Customer") and Customer agrees to accept and pay for parts and services necessary to perform periodic Planned Maintenance ("PM") of ("Equipment").

Customer Address: 701 S Main City: Broken Arrow ST: OK ZIP: 74012

EQUIPMENT

Generator Mfr: Generac	M/N: 12431590100	S/N: 2108061	Spec: 130KW (1218.00)
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This agreement will be in accordance to the following terms and conditions, for a period of one (1) year from the date of substantial completion.
In consideration of the agreements herein contained:

1. **Customer agrees to:** Remit the full annual amount of **\$1919.00** payable in equal semiannual installments for a one year period. Customer will receive a copy of CPS maintenance inspection report with all applicable areas filled out by the service technician. *Customer also agrees to pay all applicable taxes and environmental fees.*
2. **CPS agrees to:** Perform PM inspections of Equipment **04** times per year at approximate **03** month intervals. Work to be performed during regular business hours **8:00AM to 5:00PM Monday through Friday**. All applicable items of Equipment shall be inspected and reported to the Customer. CPS shall also report any noted problems with Equipment and recommended courses of corrective action to the Customer. CPS will perform normal maintenance on Equipment including oil and filter changes. The following are maintenance service intervals for filter and fluid changes, and other services not performed at every inspection. *All applicable items will be performed or checked at the first inspection after this agreement is accepted.*

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OPTIONAL PM SERVICE & APPLICABLE CHARGES INCLUDED IN ABOVE PRICING

F. Perform two (2) hr Load Bank Test at time of PM visit on the (1) unit. \$ 670.00 cost <i>Performed Annually</i>	<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline <i>Initial Appropriate Line</i>	G. Perform megger test on alternator section and ATS. \$ 321.00 cost	<input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline
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