

BROKEN ARROW PUBLIC SCHOOLS

Educating Today

Leading Tomorrow



Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: 03/22/22

Contract/Agreement Vendor: Extreme Inflatables/Scott Timmons

Name of Vendor & Contact Person

scott@extremeinflatables.com

Vendor Email Address

Inflatable attractions for end of year event

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.

end of year celebration all students

Reason/Audience to benefit

04/11/2022

BOE Date

\$ 5,960.00

Amount of agreement

Person Submitting Contract/Agreement for Review: Tracy gaunt

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Danese Tanner *Danese Tanner*

Does this Contract/Agreement utilize technology? YES/NO

If yes, Technology Admin: NO

Leadership Team Member: Karl Dyer

Funding Source: 68/934
Fund/Project

22-68-934-3200-670-900-0000-000-525
OCAS Coding

Student Council and the sale of wrist bands will finance this event. We have used extreme Inflatables for 10 years. Company will set up all equipment and supervise as well teachers.

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.

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EXTREME INFLATABLES, INC. --- LEASE AGREEMENT / INVOICE # 16260

Extreme Inflatables, Inc., referred to as EI, (PO Box 742, Shawnee, OK 74802, phone 405-878-0747, fax 405-214-1963), leases to Oliver Middle School, c/o Carma Gibson, 3100 W New Orleans, Broken Arrow, OK, 74011, (Phone: 918-259-4590, Cell: 918-810-6544*, Email: csgibson@baschools.org) referred to as Client, the following described rental item(s) and/or services: **Boomerang, Mindwinder, Rugged Warrior Challenge Obstacle Course, Defender Dome, Twin Spin, Air T-Ball, Inflatable Twister, Generators, Setup/Teardown, Rock Slide,**

The term of this Lease is Friday, May 13, 2022, from 9:00AM to 3:00PM. Setup will be at 4:00PM on Thursday, May 12th. Setup time accounts for time needed to correct possible delays due to electricity, weather, traffic, etc., therefore, it may not be exact. The event is to take place at Oliver Middle School, 3100 W New Orleans, Broken Arrow, OK, 74011, outside on grass, with stakes.

Rental Fee	\$	7,100.00	
Discount	(\$	1,540.00)
Setup/Teardown	\$	400.00	
Total	\$	5,960.00	

Balance is due at time of setup. If additional invoicing is necessary, arrangements MUST be made.

Additional Agreements, PLEASE INITIAL EACH AGREEMENT:

- ___ 1) Client agrees to provide **9 Adult(s)** to operate the above-mentioned items, and understands if a responsible adult is not operating the equipment, the equipment will be shut down for the safety of the participants. These adults should be present 30 minutes before event start time to receive training.
- ___ 2) Client understands the equipment cannot be used outdoors in inclement weather (rain, high probability of rain, lightning, or winds in excess of 20mph), & agrees that the rental fee is still due if there is no alternate indoor location. However, if the event is canceled before start time, the rental fee will be applied as a rental credit for any future event, less any expenses that were incurred by EI at the time of cancellation.
- ___ 3) Client understands that, while unlikely, the equipment being rented can cause damage to floors. If the event is indoors, EI recommends that a protective mat be put down, and will not be responsible for any damage to flooring.
- ___ 4) Client has reviewed the required dimensions for each piece of equipment (available at www.extremeinflatables.com), and agrees that the rental fee is still due if the required area is unavailable.
- ___ 5) Client agrees that the EI may substitute equipment of like kind and of equal or greater value in the event that any equipment is unavailable due to repair. EI will notify the client beforehand.
- ___ 6) Client understands that anchoring will be sent according to the surface listed on this agreement, & if the surface changes, EI must be notified in enough time to make the change. Equipment will NOT be setup without the proper anchoring.

I HAVE READ THIS AGREEMENT AND AGREE TO THE CONDITIONS. I WILL FOLLOW THE OPERATING INSTRUCTIONS FOR EACH PIECE OF EQUIPMENT. I UNDERSTAND THAT CERTAIN PHYSICAL RISKS CANNOT BE ELIMINATED WITHOUT JEOPARDIZING THE ESSENTIAL QUALITIES OF THE ACTIVITY. I AGREE TO HOLD EI HARMLESS FROM ANY ACCIDENT, INJURY, OR CLAIM THAT MAY OCCUR FROM ME, MY ORGANIZATION, OR A THIRD PARTY. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF OKLAHOMA.

DATE: Wednesday, March 23, 2022

LESSEE BY _____

PRINT NAME _____

EXTREME INFLATABLES, INC.

By: Scott Timmons

COMPANY/ORGANIZATION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty United Insurance Services, Inc 704 S Victory Blvd, Suite 204 Burbank, CA 91502 License #: 0F89841	CONTACT NAME: Sam Muradyan	FAX (A/C, No): 8882656889	
	PHONE (A/C, No, Ext): 8187618888	E-MAIL ADDRESS: Sam@libertyunitedinsurance.com	
INSURED Extreme Inflatables, Inc. PO Box 742 Shawnee, OK 74802	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Certain Underwriters at Lloyd's		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00002355-0

REVISION NUMBER: 99

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	N	ZISMB1200 01	06/03/2021	06/03/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Accident/Medical			ZAH444 01	06/03/2021	06/03/2022		\$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is an Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

Broken Arrow Public Schools
701 S. Main Street
Broken Arrow, OK 74012

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(SMS)

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CONSENT AND DISCLOSURE FOR INVESTIGATIVE CRIMINAL REPORT

SCOTT
First Name

David
Middle Name or Initial

Thomson
Last Name

12261978
Date of Birth (MMDDYYYY)

Other Names Known By

Male

Female

440789129
Social Security Number

4058780742
Primary Telephone (no dashes)

1801 N Union
Current Address

Apt #

15
Years at this address

Shawnee
City

OK
State

74804
Zip Code

10321 Bradford Way
Previous Address

Apt #

5
Years at this address

Yukon
City

OK
State

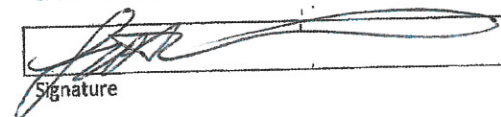
73099
Zip Code

U080049367
Driver's License Number (no dashes)

OK
License State

12/31/2028
Expiration Date

scott@extremeinflatablees.com
Email Address


Signature

02212022
Today's Date (MMDDYYYY)

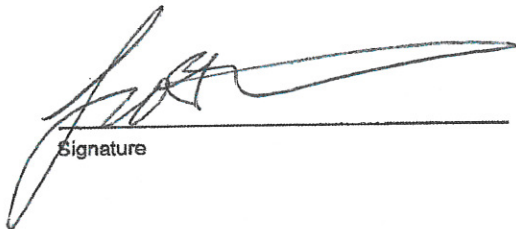
CRIMINAL BACKGROUND CHECK FOR VENDORS

In compliance with Oklahoma Statutes (Title 70, Sections 122, 125, 135, and 140.1) which prohibit public schools from retaining or rehiring an individual with a felony conviction, Broken Arrow Public Schools ("BAPS") requires a criminal background check for purposes of making vendor decisions.

I, Scott Timmons, give Broken Arrow Public Schools permission to run a background check to obtain criminal information relating to me (if any) and/or to hire a reporting agency to run a background check to obtain criminal information relating to me (if any) contained in public records. Neither BAPS nor its agent(s) will be violating my right to privacy by conducting this background check, and I hereby release them from all liability whatsoever for actions related to this investigation. I further acknowledge that, if I am to be vendor for BAPS, I will undergo an annual check for criminal history check at the beginning of each fiscal year, and I grant permission for these additional background checks.

Scott Timmons

Print Name



Signature

2/24/2022

Date

FELONY COMPLIANCE AFFIDAVIT

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

The undersigned, under the penalties of perjury, certifies to the Broken Arrow Public Schools ("School District") as follows:

1. The undersigned:

_____ has a contract with the School District; OR
X _____ is the duly authorized representative of a business ("entity") having a contract with the School District,

to perform work on School District premises on a full-time or part-time basis.

2. The undersigned hereby certifies that neither the undersigned nor any employee of the undersigned or of the entity, or of any subcontractor of the undersigned or the entity, will perform work on School District premises on a full-time or part-time basis that would otherwise be performed by School District employees if such employee has been convicted in this State, the United States or any other state of any felony offense unless ten (10) years have elapsed since the date of the criminal conviction or the employee has received a pardon for the offense.

3. Neither the undersigned nor any employee of the undersigned, or the entity, or of any subcontractor of the undersigned or the entity, who performs any work on School District property is currently registered under the Oklahoma Sex Offenders Registration Act or the Mary Rippy Violent Crime Offenders Registration Act.

4. The undersigned, or the entity: X _____ has or _____ has not conducted a felony record search of all employees who will be assigned to work on a full-time or part-time basis on School District property.

5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. § 6-101.48 (Supp. 2000) and Title 58 O.S. § 589 (Supp. 2004) (the "Acts"). The undersigned further certifies to the School District that the undersigned and/or the entity are in full compliance with the requirements of the Acts.

EXECUTED AND DELIVERED this 21 day of February, 2022.

AFFIANT'S SIGNATURE

[Signature]

Representing:

Extreme Inflatables, Inc.
(Name of Entity)

Subscribed and sworn to before me this 21 day of February, 2022.

[Signature]
Notary Public

(SEAL)



Commission Number: 21001422

My Commission Expires: 1-29-25

MEMORANDUM

To: Broken Arrow Public Schools

From: Tracy Gaunt-Oliver Middle School

Date: March 22, 2022

Re: Extreme Inflatable Contract

SUBJECT

Discussion, motion and vote on to approve or disapprove a NEW contract between Extreme Inflatables Inc. and Broken Arrow Public Schools for equipment for Oliver MS Olympic Day

ENCLOSURES/ATTACHMENTS

Contract agreement

SUMMARY

The cost of all equipment services are quoted at \$5425.00 and will be paid from OMS STUCO Activity Account. The dates of services will be May 13, 2022 The vendor will provide rides, equipment, personnel, set up and tear down.

FUNDING

STUCO Activity Account

RECOMMENDATION

Approve