

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: August 18, 2021

Contract/Agreement Vendor: Ford AV

| | | |
|--|--------------|--------------|
| Name of Vendor | | |
| Daniel Berg | 918-664-2420 | |
| Contact Person | | Phone Number |
| 8349 East 51st Street | | |
| Address | | |
| Tulsa | OK | 74145 |
| City | State | Zip |
| bergd@fordav.com | | |
| Email address – if vendor wants the agreement returned via email | | |

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____ And Vendor Registration _____

Person Submitting Contract/Agreement for Review: Steve Dunn Athletic Department
 Name Site

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

Audience/Group to benefit from Contract/Agreement: BAPS

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO Karen Steitz

Principal and Director or Administrator: *Steven K. Dunn*
 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) Ben Stout, Chief Technology Officer

Leadership Team (formally Cabinet Member): *Chad Perry*
 Signature

Funding Source: General Fund
 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 by Ben Stout, Chief Technology Officer
 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 _____"
 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 Karen Steitz. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: September 13, 2021

Re: Ford AV: Consent Agenda

SUBJECT

Accept and approve the RENEWAL preventative maintenance agreement between Broken Arrow Public Schools and Ford AV that provides a 1-year maintenance agreement covering AV equipment at Memorial Stadium, Tiger Field House, BAHS Baseball and Softball Fields, and the Kirkland Activities Complex Soccer Field. Total cost to the District is \$5,100.00 and will be paid by Building Fund. S. Dunn

ENCLOSURE/ATTACHMENTS

Agreement

SUMMARY

The statement of agreement between Broken Arrow Public Schools and Ford AV is a 1-year preventative maintenance agreement covering Memorial Stadium, Tiger Field House, BAHS Baseball and Softball Fields and Kirkland Activities Complex.

FUNDING

Building Fund

RECOMMENDATION

Approve

August 10, 2021

Mr. Steve Dunn
Broken Arrow Public Schools
701 South Main Street
Broken Arrow, OK 74012

Subject: Technology Assurance Agreement

Dear Mr. Dunn:

Ford Audio-Video Systems, LLC, (Ford) respectfully submits for your consideration the attached proposal for Managed Support Services. This 'Technology Assurance Plan' and the recommendations contained herein are based upon our understanding of your requirements.

Please feel free to contact us with any further inquiries. We look forward to serving you.

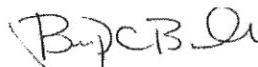
Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC.



Dan Berg
Senior Account Manager

FORD AUDIO-VIDEO SYSTEMS, LLC.



Bryan Burdick, CTS
Senior Vice President

Voice: 918-664-2420
Email: bergd@fordav.com
Website: www.fordav.com

TECHNOLOGY ASSURANCE PLAN

with

BROKEN ARROW PUBLIC SCHOOLS

A. INTRODUCTION

This Technology Assurance Plan for Managed Support Services (herein referred to as 'Agreement') is entered into between Ford Audio Video Systems, LLC (Ford) and Broken Arrow Public Schools (Customer) for the provision of services described herein subject to the terms and conditions as stated.

B. COVERED FACILITIES

1. The facility (or facilities) covered by this Agreement:

Broken Arrow Public Schools
701 South Main Street
Broken Arrow, OK 74012

C. CUSTOMER AUTHORIZED CONTACT INFORMATION

The Customer will provide the name of persons(s) authorized to answer questions and to obligate the Customer, if additional services are requested or necessary. The Customer or their designee will be personally available to meet with Ford personnel at the Customer site(s) and have adequate knowledge of the location and status of audio/video equipment and systems. The Customer Contact Person(s) will provide access to all areas and equipment rooms where support services are required. The authorized Customer Contact Person(s) are to be listed in Attachment A of this Agreement.

D. FORD CONTACT INFORMATION

To request technical assistance, get answers to questions on your AV systems, or to schedule a service call with the Ford Technical Assistance Center (TAC):

Technical Assistance Center
Phone: 800-654-6744
Email: service@fordav.com

E. PREVENTATIVE MAINTENANCE SCOPE OF WORK

1. Ford shall perform a pre-scheduled service call for the purpose of conducting routine preventative maintenance (PM) and to check the general operation of equipment. A list of the equipment and locations to be inspected under preventative maintenance visits is listed in Attachment B.
2. One (1) PM visit for the BAHS football stadium sound reinforcement system is included for the term of this Agreement.
3. The PM visit will be scheduled in advance with the Customer, taking place during normal business hours, 8:00 am to 5:00 pm, Monday through Friday, and does not include expendable materials

used (e.g. light bulbs, light fixture lamps, fuses, batteries, portable connection cables, etc.), system programming, or failed equipment not covered by a manufacturer's warranty.

4. During the PM visit, Ford shall perform the following tests and document the results, if applicable.
 - a. Speakers and subwoofers shall be audibly inspected and tested to verify proper operation.
 - b. Amplifiers and processors shall be visually and audibly inspected and tested to verify operation.
 - c. Active audio inputs and outputs shall be tested and verified for correct operation.
 - d. An email notice shall be sent to the Customer in the event that a PM inspection identifies malfunctioning equipment or improper system operation.
 - e. Break-fix, equipment repairs, programming changes, unless specifically included and covered herein, all labor, materials, travel, shipping and handling fees required to repair or restore a system to normal operation, shall be quoted outside the terms of this Agreement.
 - 1) Upon notification and approval by the Customer, Ford shall proceed to schedule and implement system break fixes and equipment repairs.
 - 2) Ford service rates as described herein shall apply.

F. PREPAID SERVICE

1. Ford shall provide an AV Service Technician, when requested by the Customer, at a pre-paid discount rate as described herein.
2. Upon request of the Customer, a Ford Service Technician shall be dispatched on a first-available basis.
3. Unless otherwise specified in this Agreement, scheduling and services are available during normal Ford business hours, as described herein.
4. For services outside of normal business hours, or for services at additional locations, charges as described herein shall apply.
5. Onsite labor is billed at a one (1) hour minimum.

G. AV EQUIPMENT SPACES AND ROOMS COVERED

The applicable equipment, spaces, and rooms covered by this Agreement shall be listed in Attachment B of this Agreement.

H. OWNER-FURNISHED EQUIPMENT (OFE)

1. Materials or equipment provided by the Customer (OFE), if any, to be included in this agreement, shall have no warranty or guarantee by Ford unless otherwise specified herein. Use of OFE is solely at the discretion of the Customer and support of OFE at the discretion of Ford.

2. The Customer may have products that require an active maintenance contract from the manufacturer in order to receive software/firmware updates and support from that specific manufacturer. Unless specifically identified herein, Ford has not included any manufacturer specific maintenance agreements or manufacturer support agreements or fee(s) pertaining to such, as part of this Agreement. Ford can make no guarantee concerning support of these products without a valid and active maintenance contract from the manufacturer.
3. The Customer is responsible for the installation and registration of all software on OFE computers. Ford shall provide the Customer with system requirements for the Ford provided software. However, the Customer is responsible for installing the software on the OFE computers and/or the OFE network. All software related customer support shall be directly provided by the software manufacturer.
4. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford service personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the service call.

I. NON-SOLICITATION

The Customer and Ford mutually agree, because of the high cost of training an employee, neither party shall solicit the employment of any employee of the other party and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

J. DURATION OF AGREEMENT

1. The term of this Agreement will be one (1) year beginning upon execution of this Agreement.
2. This Agreement can be renewed at the end of the one (1) year period and shall be subject to adjustments based on the age of the equipment and Ford's labor cost.

K. SERVICE LABOR

1. Services requested in writing by the Customer beyond the scope of this Agreement shall be invoiced separately to the Customer.
2. At the written request of the Customer, Ford shall perform engineering, programming, installation, and service on equipment and systems. Ford shall provide a service technician, programmer, or engineer, at the labor rates listed herein.
3. Discounted Labor Rates
 - a. When service is requested by the Customer, Ford's dispatch shall schedule a service a service call at the next available opening.
 - b. The following discounted labor rates through the Technology Assurance Plan are for Ford's "normal business work hours" which are 8:00 AM to 5:00 PM Monday through Friday:

- 1) Service Technician: \$120.00 per hour
- 2) Engineer: \$150.00 per hour
- 3) Programmer: \$150.00 per hour
- c. Overtime is charged at one and one-half times the standard hourly rate. Double time is charged at two times the standard hourly rate.
 - 1) Overtime is time worked outside the normal business work hours. Double time is time worked after 12:00 AM, on Saturdays or Sundays, and holidays.
4. Travel
 - a. Travel outside of the scope of this Agreement, shall be billed at \$80.00 per hour, unless the physical address where the service call is to be made is within 30 miles of a Ford divisional location. Additional travel expenses may include airfare, lodging, per diem or other transportation costs such as taxis, busses and tolls.
5. Other Expenses
 - a. If scaffolding lifts, or other miscellaneous rentals or expenses are required to perform any work outside the scope of this agreement, Ford will obtain the Customer's approval prior to providing the equipment.
6. Service work performed by Ford is backed with a 90-day workmanship warranty.

L. AGREEMENT COST

1. Annual Cost: **\$5,100.00**
2. Number of Preventative Maintenance visits per year: One (1)
 - a. One (1) PM Visit for one (1) of the locations listed in "Attachment B." \$1,940.00
3. One (1) Ford Service Technician can be requested to attend each home football game, not to exceed five (5) hours per game, for \$790.00 a game.

BAPS currently has four (4) home football games scheduled as follows:

 - a. Friday, October 1, 2021 – Broken Arrow Vs. Jenks
 - b. Thursday, October 14, 2021 – Broken Arrow Vs. Yukon
 - c. Friday, October 22, 2021 – Broken Arrow Vs. Edmond Santa Fe
 - d. Friday, November 5, 2021 – Broken Arrow Vs. Enid
4. Additional playoff home games (if any) would also be for one (1) Ford Service Technician to be provided per home game, not to exceed five (5) hours per game, for \$790.00 a game if requested by the Customer 72 hours prior to the event.

5. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for this cost.
6. Onsite labor is billed at a one (1) hour minimum.

M. FORD HOLIDAYS

1. Ford closes for the following holidays unless otherwise agreed. Work may not be performed or services available for these holidays, unless otherwise defined herein:
 - a. New Year's Day
 - b. Memorial Day
 - c. Independence Day
 - d. Labor Day
 - e. Thanksgiving Day and the Friday after
 - f. Christmas Day

N. TERMS

1. The Customer will issue a purchase order in accordance with the terms and conditions of this Agreement.
2. Invoices will be submitted at the conclusion of each event, the Preventative Maintenance visit and each ballgame.

All invoices are due net 10.

Thank you for the opportunity to submit this Technology Assurance Plan Agreement. Please call me if you would like any further explanations of anything contained in this Agreement.

Sincerely,
FORD AUDIO VIDEO SYSTEMS, LLC



Dan Berg
Senior Account Manager

Voice: 800-654-6744
E-Mail: service@fordav.com
Website: www.fordav.com

TECHNOLOGY ASSURANCE PLAN AGREEMENT

Between

BROKEN ARROW PUBLIC SCHOOLS

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that Broken Arrow Public Schools and Ford Audio-Video Systems, LLC have entered into a contract in the amount of \$5,100.00 for the purchase of services as described herein.

Broken Arrow Public Schools and Ford Audio Video Systems, LLC, by and through their respective signatories to the agreement, each represent to the other that they are authorized to enter into this Agreement.

We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

BROKEN ARROW PUBLIC SCHOOLS

Dan Berg
Senior Account Manager

Authorized Signature

Bryan Burdick, CTS
Senior Vice President

Printed Name and Title

Date

Date

ATTACHMENT A - CUSTOMER AUTHORIZED CONTACTS

Listed are the names of the individuals who are authorized by the Customer to provide Ford access to all areas and equipment rooms and who can approve additional expenditures on behalf of the Customer.

| NAME | PHONE | EMAIL ADDRESS |
|-------------------|--------------|---------------------------|
| Steve Dunn | 405-615-8694 | stdunn@baschools.org |
| Darren Melton | 918-513-2285 | dmelton@baschools.org |
| Wesley Richardson | 662-590-8716 | wrichardson@baschools.org |
| | | |
| | | |
| | | |

ATTACHMENT B - ROOMS, SPACES AND EQUIPMENT LIST

The following is a list of rooms and equipment covered by this Agreement.

1. BAHS Football Stadium Sound Reinforcement System
Refer to equipment list for Job # 1202323
(Eight [8] hours required for PM)
2. BAHS Field House Sound Reinforcement System
Refer to equipment list for Job # 1202411
(Eight [8] hours required for PM)
3. BAHS Baseball Field Sound Reinforcement System
Refer to equipment list for Job # 1602114
(Four [4] hours required for PM)
4. BAHS Softball Sound Reinforcement System
Refer to equipment list for Job # 1602199
(Four [4] hours required for PM)
5. BAPS Kirkland Soccer Field Audio System
Refer to equipment list for Job # 1802057
(Four [4] hours required for PM)