

Contract Committee Review Request
 MUST BE COMPLETED IN FULL

Date: May 13 2022

Contract/Agreement Vendor: APS Fire Company/JC Whitney
Name of Vendor & Contact Person
jc.whitney@apsfireco.com
Vendor Email Address

Annual Fire Extinguisher Inspections and needed repairs and recharges during 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.

Fire Extinguisher Inspections
Reason/Audience to benefit
June 7, '2022 \$ 5,415.00
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: Charley Abbott

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: Charley Abbott

Does this Contract/Agreement utilize technology? YES/NO
 If yes, Technology Admin: _____

Leadership Team Member: Larry Shackelford 

Funding Source: 21/055 055-2620-438-000-0000-000-055
Fund/Project OCAS Coding

Consent

Action

Summary This area must be complete with full explanation of contract

Fire Extinguisher Inspections and any repairs or recharges that need to be done for the 2022-2023 school year

Annual Inspection cost is \$5,415.00 with additional charges for repairs, replacements, and recharges during the school year not to exceed \$20,000.00

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.

MEMORANDUM

To: Mr. Chuck Perry

From: Charley Abbott

Date: June 7, 2022

Re: APS Fire Company

SUBJECT

Discussion, motion and vote on to approve or disapprove the agreement between Broken Arrow Public Schools and APS Fire Company.

ENCLOSURES/ATTACHMENTS

Contract Agreement

SUMMARY

Annual Inspection cost is \$5,415.00 with additional charges for repairs, replacements, and recharges during the school year not to exceed \$20,000.00.

Fees will be paid from Plant Operations, Fund 21 Budget. The dates of service will be July 1, 2022 – June 30, 2023.

FUNDING

Plant Operations Budget

RECOMMENDATION

Approve



2000 WEST DETROIT STREET
BROKEN ARROW, OK 74012
918-258-0996
OK LICENSE #A9618, 1420
WWW.APSFIRECO.COM

May 17, 2022

BILLING INFORMATION

Kristine Hembry
Broken Arrow Public Schools

Broken Arrow, OK 74012
918-259-4562
khembry@baschools.,org

SITE INFORMATION

Kristine Hembry
Broken Arrow Public Schools
Multiple sites
Broken Arrow, OK 74012
918-259-4562
khembry@baschools.,org

Inspection & Testing of Fire Protection Systems for



Reference: 2022-2023 Fire Extinguisher Inspections

Kristine Hembry

Please find our proposal to complete the periodic inspection and testing of the fire protection systems referenced within attached **Appendix A** per applicable codes and NFPA Standards. Additionally, APS FireCo will provide a report of our findings for your review. APS FireCo is bound by law to also provide a copy to the Authority Having Jurisdiction. If any deficiencies are identified, APS FireCo will provide a proposal for the required maintenance and/or repairs.

Please see attached **Appendix B** which outlines our APS FireCo Terms and Conditions Of Sale.

Thank you for trusting APS FireCo for your fire protection needs. We look forward to working with you in the future.

Sincerely,

JC Whitney
Service Sales Manager
918-991-5408
918-258-966 ext 250
jc.whitney@apsfireco.com
License #A9618, 1420

Adequate maintenance of fire protection systems and equipment is as critical as the original decision to install them. Because fire protection systems and equipment are generally not used on a routine basis, their state of readiness is not obvious. However, when these systems are called upon to work, there is an emergency at hand and they must work properly the first time. Periodic inspection and testing of fire detection and suppression systems and equipment is essential to assure proper performance.

APS FireCo proposes to perform the periodic inspection and testing of your fire protection system(s) as outlined in the attached matrix for the fixed price quoted on the following page. Fees for deficiency repairs, service and maintenance are provided per our attached fee schedule.

Several different "Authorities Having Jurisdiction" (AHJ's) govern or regulate the handling, inspection, testing, and maintenance of the equipment and systems utilizing pressurized gas cylinders. Some of these AHJ's may include:

- Local or State Fire Marshals
- National Fire Protection Association (NFPA)
- Environmental Protection Agency (EPA)
- Department of Transportation (DOT)
- Occupational Safety & Health Administration (OSHA)
- Compressed Gas Association
- Insurance Carriers

APS FireCo provides the required training to its staff in compliance with all of the above standards. The inspection of your fire suppression and detection system(s) will be performed in strict compliance with NFPA and OSHA standards.

Additionally, APS FireCo will provide the following:

1. UL approved recovery system for all gaseous agent cylinders requiring internal maintenance and applicable service.
2. A DOT hydrostatic test facility.
3. DOT HAZMAT compliance trained personnel per Regulation 172.700 Subpart H.
4. Copies of all inspection report forms.
5. DOT 24 hour hazardous material incident emergency communications per Regulation Title 49.
6. Compliance with DOT workplace drug/alcohol testing per Federal Regulation Title 49, part 382.213.
7. Material Safety Data Sheets for all chemicals contained in the equipment serviced.
8. Perform all work per applicable NFPA Standards, Local, State and Federal Codes.

The Inspections to be performed by APS FireCo are listed on the matrix below.

Additional repairs, parts, recharging or service and deficiency repair items identified during the inspection will be noted on the Inspection and Testing Report and a separate quote for said repairs will be provided.

Should you wish to authorize APS FireCo to correct deficiencies identified while on site during the inspection (if applicable and logistically possible), please advise name and phone number of the contact person having authority to approve on site repairs. Repair work will be provided above and beyond the quoted Inspection price.

FIRE PROTECTION SYSTEM INSPECTION AND TEST MATRIX							
Code Reference	Description	Weekly	Monthly	Quarterly	Semi-Annually	Annually	Bi-Annually
NFPA 10	Fire Extinguisher					X	
NFPA 12	Carbon Dioxide System						
NFPA 12A	Halon System						
NFPA 17	Dry Chemical System						
NFPA 17/17A	Restaurant System						
NFPA 25	Deluge Water Spray/Preaction						
NFPA 25	Dry Sprinkler *						
NFPA 25/1982	Fire Hose						
NFPA 25	Electric Fire Pump						
NFPA 25	Diesel Fire Pump						
NFPA 25	Foam – Water Sprinkler System *						
NFPA 25	Hose House						
NFPA 25	Hydrants Dry						
NFPA 25	Hydrants Wet						
NFPA 25	Monitors						
NFPA 25	Stand Pipe *						
NFPA 25	Water Spray *						
NFPA 25	Water Storage Tank *						
NFPA 25	Wet Sprinkler *						
NFPA 25	Backflow Preventer *						
NFPA 69	Explosion Suppression System						
NFPA 72	Alarm Notification Devices						
NFPA 72	Fire Control Panels						
NFPA 72	Flame Detection						
NFPA 72	Heat Detection						
NFPA 72	Manual Fire Alarm						
NFPA 72	Remote Monitoring Signaling						
NFPA 72	Smoke Detection						
NFPA 72	Smoke Detector Sensitivity Test						
NFPA 72	Water Flow & Supervisory Alarm						
NFPA 80	Fire Doors						
NFPA 101	Emergency Lighting/Exit Signs						
NFPA 110	Emergency/Standby Power Systems						
NFPA 2001	Clean Agent/FM-200 Inergen						
MFG	Combustible & Toxic Gas Detection *						
MFG/UL	Liquid Leak Detection						
OSHA/MFG	SCBA						
NFPA/OSHA	Training**						

Note: Generally all codes and OSHA reference NFPA.

***Frequency:** This will vary depending upon application, freezing exposure, and method of supervision.

****Training:** While on-site for the inspection, our trained technician is available to review the operation and function of the system(s) inspected with your staff. Any personnel that have direct responsibility for, or work in, the area protected by the inspected system should participate in the on-site training.

Inspection Description:

Annual Investment:

• Fire Detection & Alarm System Annual Inspection	\$	-
• Fire Detection & Alarm System Semi-Annual Inspection	\$	-
• Fire Sprinkler System Annual Inspection	\$	-
• Fire Sprinkler System Quarterly Inspections	\$	-
• Fire Pump Annual Inspection	\$	-
• Backflow Preventer Annual Inspections	\$	-
• Smoke Detection Bi-Annual Sensitivity Testing	\$	-
• Standpipe Testing	\$	-
• Hydrant Testing	\$	-
• Fire Extinguishers Annual Inspection on 1083 Extinguishers	\$	5,415.00
• Fire Extinguishers Monthly Inspection on 1083 Extinguishers	\$	-
• Kitchen Hood Suppression System Semi-Annual Inspection	\$	-
• Special Hazard System Semi-Annual Inspection	\$	-

Total Annual Investment for Annual Inspections Only:	\$	5,415.00
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Please see Appendix C below for additional service and repair prices

The inspections referenced above will be completed for the annual sum of:

Annual Only	
\$ 5,415.00	

If this proposal is acceptable and you authorize APS FireCo to perform this work, please sign or provide purchase order below. Your signature as a authorized representative of the Company listed below is a contract agreement between the Company and APS FireCo for performance of the work listed above.

Customer Acceptance:

Company Name: _____

Representative Signature: _____

Printed Name: _____

Title: _____

Date: _____

Purchase Order: _____

APPENDIX B: APS FIRECO TERMS AND CONDITIONS OF SALE

1. APS FireCo and/or affiliated companies (hereafter "APS FireCo"), sets forth the terms and conditions of its sale to its Customer. The Customer's purchase order is subject to the terms and conditions stated in this document and these stated terms and conditions supersede and replace any terms and conditions which appear on Customer's purchase order or other related documents. No failure of APS FireCo to object to any terms and conditions contained in any communications from Customer shall be construed as a waiver of the terms and conditions stated in this document or as an acceptance by APS FireCo of any such other terms and conditions.

2. Prices quoted are good for sixty (60) days and require completion within one (1) year of the date of quote unless otherwise specified in writing. The price quoted by APS FireCo may not include all applicable taxes and fees such as Federal, State, County, City, Sales, Excise, Import/Export taxes, plan review, or building permits. The price quoted does not take into consideration economic and regulatory decisions that may impact the price quoted; e.g. Federal, State, County, City governments, and Authorities Having Jurisdiction, and other unforeseen and/or mandated variable expenses. Customer agrees to pay or reimburse APS FireCo for all such or similar fees as may be incurred.

3. Modification of the materials and/or services proposed by APS FireCo will result in a change to the quoted price. Customer agrees to pay for any increased cost of materials and labor in the event that modifications to the proposal are requested by Customer or if otherwise required through no fault of APS FireCo. Additionally, APS FireCo may increase prices either upon notice to Customer or annually to reflect increases in material and labor costs.

4. Prices are based on all work being performed during a normal five (5) day, forty (40) hour work week, from 8:00am to 5:00pm local time with one (1) hour lunch. Work performed outside of normal working hours will be charged a premium.

5. Customer will be progressively invoiced based upon Customer's receipt of materials and as additional design and/or installation work is completed. Standard payment terms shall be net thirty (30) days from date of invoice. If the net invoice amount owing is not paid when due, any unpaid amounts will thereafter bear interest at the rate of one and one-half percent (1.5%) per month (18% per annum) until paid or, alternatively, at the highest annual interest rate to which APS FireCo and Customer could legally agree. In the event that Customer fails to pay any sums owing when due, Customer agrees to pay all costs of collection, attorney fees and expenses incurred by APS FireCo in connection with pursuing and collecting such unpaid sums. APS FireCo retains a security interest in all products sold to secure payment of all sums which may become due from Customer. If requested, Customer shall execute all required documents, including but not limited to financing statements, to protect APS FireCo's security interest.

6. APS FireCo warrants the workmanship of its labor performed with respect to the installation of any equipment for a period of one (1) year from the date of substantial completion of installation. Written notice of any claim related to the workmanship of APS FireCo installation work must be made in writing to APS FireCo within one (1) year of the date of substantial completion or will not be covered. With respect to any claim alleging a defect in installation workmanship, APS FireCo's sole obligation shall be to correct, at its own expense, any item of labor which was not performed in a workmanlike manner to the best of its ability at the time the claim is made by the Customer. APS FireCo disclaims any other warranties, whether express or implied by fact or law, with respect to the workmanship of its labor and the Limited Warranty provided for in this numerical paragraph shall be the sole warranty obligation of APS FireCo.

7. APS FireCo provides products and component parts which are manufactured by others and which will not be subject to any independent warranties by APS FireCo. Such products and component parts are subject only to the limited warranty or warranties, if any, which are available to APS FireCo or its customers from the manufacturer and which may be passed on to Customer by the manufacturer. No other independent warranties, express or implied by fact or law, are offered or made by APS FireCo on any products or component parts manufactured by others. Upon request by Customer, APS FireCo will provide Customer with copies of manufacturer warranty documentation and will also provide reasonable assistance to Customer in communicating with the manufacturer on warranty issues.

SOLD BY APS FIRECO ARE THE EXCLUSIVE WARRANTIES WHICH ARE AVAILABLE TO CUSTOMER AND APS FIRECO MAKES NO INDEPENDENT WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED IN FACT OR BY LAW, WITH RESPECT TO THE PRODUCTS OR COMPONENT PARTS SOLD, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER MATTER. ANY AND ALL IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY APS FIRECO. THE LIMITED WARRANTIES WHICH MAY BE OFFERED BY THE MANUFACTURERS OF THE PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO CUSTOMERS FOR ANY DEFECTS IN THE PRODUCTS AND COMPONENT PARTS SOLD BY APS FIRECO AND FOR ANY DAMAGES RESULTING FROM THE SALE OR USE OF SAME.

9. THE REMEDIES OF CUSTOMER AS SET FORTH ABOVE ARE EXPRESSLY LIMITED AND ARE IN LIEU OF ALL OTHER REMEDIES IN EQUITY OR AT LAW. APS FIRECO WILL IN ANY EVENT NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED, PENAL OR ECONOMIC LOSS OR DAMAGES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY, LOSS OF USE OF PROPERTY, LOST PROFITS OR LOST PRODUCTION, OR ANY OTHER DAMAGES WHATSOEVER, WHETHER CLAIMED BY CUSTOMER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER THE CLAIMS ARE BASED ON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE.

10. IN ADDITION TO AND WITHOUT DIMINISHING THE OTHER LIMITATIONS ON REMEDIES AND DAMAGES SET FORTH HEREIN, AND TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, APS FIRECO'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES AND DAMAGES OF EACH AND EVERY KIND WHATSOEVER AND HOWEVER DENOMINATED (INCLUDING ANY AND ALL CLAIMS AGAINST ITS DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND SUPPLIERS, WHETHER JOINTLY, SEVERALLY OR INDIVIDUALLY) SHALL IN NO EVENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO APS FIRECO IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EARLIEST EVENT OR ACTION UPON WHICH ANY SUCH CLAIMS ARE BASED. THIS LIMITATION OF LIABILITY SHALL APPLY TO ALL CLAIMS, WHETHER CLAIMED BY CUSTOMER OR

11. APS FireCo shall not be liable for any damages, penalty, or liquidated damages caused as a result of any delay or failure to deliver products and/or provide services due to any cause beyond APS FireCo's reasonable control, including, without limitation: act of God; act of the Customer; embargo or other governmental act, regulation or request; fire; accident; strike; slowdown; war; riot; flood; delays in transportation; or inability of its suppliers to obtain necessary labor, materials, or manufacturing facilities ("Force Majeure Events"). In the case of any Force Majeure Event, APS FireCo shall be entitled to extend scheduled delivery dates for a period of time equal to the time lost by the Force Majeure Event and furthermore, shall reserve the right to increase its quoted price based upon any increased labor, material, or subcontracting costs.

12. APS FireCo does not undertake any obligation to provide services that comply with codes, standards, or regulations, unless otherwise specified in writing.

13. If Customer or its contractors delays or interrupts the progress of the work, or causes changes to be made to the scope of work, Customer shall reimburse APS FireCo for any additional costs or expenses resulting from such delay or interruption. Should Customer desire to defer completion of installation, Seller shall be responsible for any additional completion costs resulting from such delay based upon APS FireCo's prevailing rate at the time of installation.

14. Customer will provide APS FireCo with free access at agreed upon times as required during the process of installation, testing and inspection. APS FireCo shall not be required to perform work in any hazardous locations until working conditions have been made safe. It shall be Customer's obligation to warn of any such conditions and to take all measures necessary to eliminate hazards before work may proceed. Any time lost by delay in making access timely or safely available to APS FireCo, or in having to wait for Customer or its contractors to complete preparatory or supplemental work which is the responsibility of Customer, will be charged as an extra at APS FireCo's then prevailing hourly rate.

15. Customer shall provide, insofar as reasonably possible, electric power to portable power tools, sufficient light where available and required, compressed air and elevator service for both personnel and material, and reasonable cooperation of Customer's employees. Customer shall assist APS FireCo's superintendent in storing tools and materials in a location not subject to pilferage and as convenient to

16. If Customer desires system designs to be submitted and approved by third party agencies, approval by such agencies and other third parties is not guaranteed in view of unusual conditions and/or individual interpretations which may occur. Orders will be accepted for system design conditional upon appropriate approval, but APS FireCo accepts no liability in the event that approval is denied. Prior to the start of installation, APS FireCo will submit design drawings or other documentation for Customer or its designated agent's approval. These drawings, when approved, shall govern the materials (type and quantity) to be supplied, and the extent of work to be performed by APS FireCo in the event that they conflict with any sections of APS FireCo's prior proposal to the Customer.

17. Electrical equipment and wiring provided shall be as allowed by Code and will not be explosion proof, weather proof, or dust proof.

18. Upon the completion of installation of equipment purchased, a final checkout and test, and final acceptance by the code official if applicable, will be made by APS FireCo personnel. This test and checkout is limited to a one test one-man trip, including travel. Additional time required due to the delay or actions of Customer or its contractors will be charged and billed as an extra at APS FireCo's then prevailing hourly rate. The test will be comprised of a careful inspection of all piping, panels, detectors, nozzles, and non-destructive operation of all mechanical and electrical components per the manufacturer's instructions. Although products are designed to meet requirements of approving agencies, approval by Code officials or other third party authorities is not guaranteed due to individual interpretations. If the final test is delayed by Customer or its contractors, final payment is due by Customer thirty (30) days after substantial completion of the

19. The work to be performed by APS FireCo is undertaken upon the condition that APS FireCo shall not be liable for personal injury, death or property damage, unless such damages are caused solely by the negligence of APS FireCo or its employees, agents or contractors. Additionally, to the maximum extent permitted by law Customer will defend, indemnify and hold APS FireCo (and its employees, agents, and owners) harmless from any and all claims, causes of action, demands, damages, liability, losses and suits of every type and nature whatsoever arising out of or in any way related to claims attributable to Customer's failure to comply with its obligations, or the negligence, acts or omissions of Customer or its employees, agents or contractors.

20. When a gaseous discharge or fan pressure test is purchased by Customer, APS FireCo shall furnish one test only. Prior to proceeding with such test, APS FireCo shall make a thorough inspection of the hazard, and direct Customer to seal any and all obvious openings to reduce excessive agent or pressure loss. Absolute tightness of the hazard shall be Customer's sole responsibility. TEST EQUIPMENT: Concentration test monitoring will utilize a continuous strip analyzer. Room pressure fan test shall utilize an infiltrometer. Other pressure tests shall consist of utilization of water or gaseous agent as appropriate.

21. Customer agrees that it will not disclose any confidential or proprietary information of APS FireCo to any third party, that it will not use any information provided to it by APS FireCo for the purpose of competing or attempting to compete with APS FireCo, and that while any work is being performed by APS FireCo and for a period of three (3) years immediately thereafter it will not solicit any employee of APS FireCo to cease their employment with APS FireCo or to work for Customer or any of its related entities either directly or through any other

22. All claims, disputes and other matters relating to or arising out of APS FireCo's proposal and work (with the sole exception of any claim by APS FireCo for non-payment of sums owing by Customer) shall be determined exclusively by binding arbitration by a single arbitrator in accordance with the then existing commercial rules of the American Arbitration Association. The parties shall share the arbitration fees equally, and agree that the award by the arbitrator shall be final, and a judgment may be entered on that award. Any arbitration shall be conducted in Tulsa, Oklahoma and Oklahoma law shall apply to all such proceedings.

Thank you for choosing APS FireCo for your fire protection needs!

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"

- The undersigned:
 - has a contract with the School District; OR
 - 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.
- 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.
- 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 Rippe Violent Crime Offenders Registration Act.
- The undersigned, or the entity: ___ 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.
- 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 19th day of May, 2022.

AFFIANT'S SIGNATURE

Representing:

Marmic Fire & Safety
(Name of Entity)

Subscribed and sworn to before me this 19 day of May, 2022.

Susan D. Sunday
Notary Public

SUSAN D. SUNDAY
Notary Public, State of Oklahoma
Commission # 15009442
My Commission Expires 10-09-2023

(SEAL)

Notary Commission Number: 15009442

My Commission Expires: Oct 9, 2023