Request approval to purchase a Serving Counter – Cold Food for Fairmont Senior High School from HPS in the amount of $6324.26 (not including freight).

HPS is a Group Purchasing Organization of which MCBOE Child Nutrition is a member.

Funding from Child Nutrition.
Date: January 26, 2018

To: Gary L. Price, Superintendent

DATE: January 27, 2018

SUBJECT: Steam Kettle - FSHS

Request approval to purchase a Direct Steam Tilting Kettle for Fairmont Senior High School from HPS in the amount of $18,433.03.

HPS is a Group Purchasing Organization of which MCBOE Child Nutrition is a member.

Funding from Child Nutrition.
Ms. Haught,

The Technology Department requests that the attached quote be placed on the agenda for the next board meeting.

1) **Cost:** $12,645.00

2) **Funding Source:** Technology Department

3) **Description of Purchase:** APC Service Yearly Agreement the NOC at West Fairmont Middle School. One-year Advantage Ultra Service Plan for (1) Symmetra PX UPS 80kVA and or PDU. One-year Ultra Service Plan InfraStruXure inRow 600mm DX Air cooled.

   - Calibrate DC Charger as needed
   - Personalized Battery Parameters in the UPS
   - Reset Battery aging Calculations
   - Dispose of old Batteries in accordance with EPA Requirements
   - Freight & Sales Tax not included
   - Off Hours Installation is an additional

4) **Company:** Renmark, Inc.,

5) **Competitive Bids:** Renmark Inc. is the sole company that can provide this service for a complex Network Operation Center.
Remitt to: Renmark  
9800 A McKnight Road #303  
Pittsburgh, Pa 15237

APC SERVICE AND ORDER SUMMARY FORM

Opportunity ID# OP-170918-6593995
Quote ID#
PO #
Account ID#
Valid for 90 Days

Date: 01/15/2018

Company Name: Marion Co School District
Street: 1516 Mary Lou Retton Drive
City: Fairmont
State: WV
Zip: 26554
Contact: Allen Canfield
PH: 304-516-7955
EMAIL: aCanfield@Alpha-Tech.us

Company Name: West Fairmont Middle School
Street: 110 10th Street
City: Fairmont
State: WV
Zip: 26554
Contact: Allen Canfield
PH: 304-516-7955
EMAIL: aCanfield@Alpha-Tech.us

Contract Start Date: TBA
Contract End Date: TBA

INVOICE TO:

<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>Part Number</th>
<th>SIN#</th>
<th>Description of Services</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>PD1028360163</td>
<td></td>
<td>(1) Year Advantage Ultra Service Plan for (1) Symmetry PX UPS 80kVA UPS and/or PDU</td>
<td>$5,650.00</td>
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<td>2</td>
<td>UK1020210672, UK1030310082</td>
<td></td>
<td>(1) Year Advantage Ultra Service Plan for (1) InfraStruXure InRow 600mm DX Air Cooled</td>
<td>$4,200.00</td>
<td>$8,400.00</td>
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Available upgrade adders:

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<tr>
<th>QUANTITY</th>
<th>Part Number</th>
<th>SIN#</th>
<th>Description of Services</th>
<th>Unit Price</th>
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<tbody>
<tr>
<td></td>
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<td></td>
<td>(1) Year 8HR 7X24 Response Upgrade to Existing Service Contract for 80kVA UPS</td>
<td>$1,225.00</td>
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<tr>
<td></td>
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<td></td>
<td>(1) Year 8HR 7X24 Response Upgrade to Existing Service Contract for InRow Cooling Product</td>
<td>$509.00</td>
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</tbody>
</table>

Sub Total: $14,050.00
Multi-Unit Discount: ($1,405.00)
PO Total: $12,645.00

Payment Terms: X Net 30
Shipping Options: __ Export Packaging
FOB Freight/Shipping Terms: ___ Factory = 3rd Party or Collect. Must supply Carrier Name & Account #.

Advantage Ultra Contract includes:

- One (1) Year Factory Direct Technical Support 7x24
- One (1) Year On-Site Emergency Service with Guaranteed Next Business Day Response (upgrades available)
- One (1) Full Module UPS/Battery PM Visit during normal business hours (5x8)
- Two (2) InRow PM Visits for each unit during normal business hours (5x8)
- All parts, labor, and travel expense (parts not included: batteries & proactive caps replacement)

Please note: There are additional charges for Inside Delivery. Complex Deliveries that require special equipment or handling and after hours are quoted separately from the standard freight charge.
Contract Billing Frequency: N/A

- **Semi Annual Invoicing:** MGE shall invoice the contract amount as follows: (i) 50% upon Customer's signature of this Proposal, and (ii) 50% on or about the middle of the 5th month of the Contract. If this invoicing option is chosen, add 5% to the total contract amount.

- **Quarterly Invoicing:** MGE shall invoice the contract as follows: (i) 25% upon Customer’s signature of this Proposal, (ii) 25% on or about the middle of the 2nd month, (iii) 25% on or about the middle of the 5th month and (iv) 25% on or about the middle of the 8th month. If this invoicing option is chosen, add 8% to the total contract amount.

- **Monthly Invoicing:** MGE shall invoice the contract monthly during the Term. If this invoicing option is chosen, add 10% to the total contract amount.

This Service and Order Summary Form, together with the Terms and Conditions located at http://www.apc.com/support/service/termsandconditions.pdf (the “APC Terms”), will constitute the entire agreement between the parties. Customer acknowledges and accepts that by referencing the aforementioned url, APC Sales and Services Corporation (“APC”) has officially fulfilled its obligation under any applicable law to inform Customer of the APC Terms. All references to substitution or addition of any other terms and conditions on this or any other document are hereby specifically and unequivocally rejected. The pricing above does not include taxes. Proposal is valid for ninety (90) days. By submitting a purchase order, Customer acknowledges that Customer has read, understands, and agrees to be bound by the APC Terms. Customer hereby authorizes APC to commence performance under this contract and approves payment to APC by the method listed above. If any legal action is initiated to collect past due amounts, APC shall be entitled to recover, in addition to all said past due amounts, any damages, legal interest, collection costs and a reasonable attorney’s fee.

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**CUSTOMER**

Company Name: ____________________________
Signature: ____________________________
Date: ____________________________
Printed Name: ____________________________

**APC by Schneider Electric**

Sales RSSR: ____________________________
Address: ____________________________
Phone: ____________________________

Return Order to: APC Partner

Renmark, Inc., c/o Mary Hollern
412-318-4579 (phone) 412-318-4901 (fax)
mary@renmarkusa.com

**INTERNAL ONLY**

Entitlement Number: ____________________________
Customer Bill To #: ____________________________
Customer Site #: ____________________________

Please make purchase order to: Renmark, Inc.
9800A McKnight Road
Pittsburgh, PA 15237

Return to Mary @ Renmark for order entry and processing.

Please note: There are additional charges for Inside Delivery. Complex Deliveries that require special equipment or handling and after hours are quoted separately from the standard freight charge.
EMCOR Services Scalise Industries is pleased to provide the following proposal to...

- Install Heat Exchanger

Thank you for the opportunity to provide your mechanical service needs. Please don't hesitate to contact me with any questions.

Exclusion: All work to be done during normal working hours 7:00 AM to 4:00 PM. This contract excludes hazardous waste removal, any asbestos related work or any additional work not defined in the proposal.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

**EIGHT THOUSAND, FOUR HUNDRED FORTY FOUR DOLLARS...** TOTAL: $8,444

Payment to be made as follows: Net 30 days

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or division from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents our delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our Workers are fully covered by Workman's Compensation Insurance

Authorized Signature

Brandi Hines
bhines@scaliseindustries.com

NOTE: This proposal may be withdrawn if not accepted within 60 days.
GENERAL TERMS AND CONDITIONS OF THE SCALISE INDUSTRIES FACILITIES AGREEMENT

1. Scope of Work. The service work to be performed by SCALISE INDUSTRIES ("SCALISE") for CUSTOMER under this Service Agreement (the "Work") will be as stated in the Scope of Work section of the Service Agreement, which Scope of Work is mutually agreed upon and accepted by CUSTOMER. Any work not specifically identified in the Scope of Work section is not included in this Service Agreement.

2. Basis of Work. The Work will be performed in accordance with the specifications, criteria, and standards listed this Service Agreement.

3. Access, Temporary Services, and Cleanup. Unless otherwise stated in the Scope of Work, the following services and utilities will be furnished by CUSTOMER or others to provide safe and reasonable working conditions for the progress and completion of the Work: (a) timely access to and ingress throughout the site and the structures for the hoisting and placement of SCALISE's equipment and materials; (b) timely access to areas and equipment to allow SCALISE to install, start, and stop the equipment as necessary to perform required services; (c) sufficient quantities of the specified quality and type of filters, fuels, lubricants, chemicals, water and any other solids, liquids and gases required to perform SCALISE's Scope of Work; and (d) placement and removal of a centrally located dumpster in which SCALISE will place debris generated by its Work.

4. Changes. At any time during the term of the Service Agreement, CUSTOMER may request changes in the Work within SCALISE's general scope. If such changes will involve changes in the Service Agreement Price and/or Schedule, SCALISE will submit a proposal regarding its requested changes to the Service Agreement Price and/or Schedule and CUSTOMER will issue a change order adjusting the Service Agreement Price and/or Schedule as mutually agreed. Unless CUSTOMER and SCALISE agree to the contrary, no work will be undertaken by SCALISE on any such change until the change order has been issued and signed by both parties. In the event an agreement on price is not reached, CUSTOMER may direct SCALISE to proceed with the change and such work will then be done on a time and material basis plus a percentage fee of thirty (30%) applied to all costs of labor, material, supervision, and subcontracts.

5. Payments. Payments will be made within thirty (30) days of the date invoiced. Late payments received after the date on which they are due will be subject to interest at a rate of one percent (1%) per month, or any part thereof until payment is received.

6. a) Warranty. SCALISE will repair or replace any construction work performed by it or its subcontractors that is found to be defective in materials or workmanship within one (1) year from the date installation, provided that SCALISE has been provided prompt, written notice of any such defects. The foregoing repair or replacement will be the limit of SCALISE's liability for defects and will provide the exclusive remedy for CUSTOMER.

b) All parts provided by Scalise Industries will be warranted for a period of 90 days from the date of installation unless the parts manufacturer provides different warranty terms. The warranty covers parts only, labor will be charged at contracted rates.

c) With respect to all equipment within the Scope of Work that is procured by SCALISE from outside manufacturers or vendors, SCALISE will use its best good faith efforts to obtain similar warranties from these manufacturers or vendors. SCALISE will pass on for the benefit of CUSTOMER all such warranties. Further, SCALISE agrees to act on behalf of the CUSTOMER for purposes of enforcing such warranties with respect to equipment furnished by outside sources.

d) Repair or replacement of items not provided by SCALISE is excluded from this Warranty. This Warranty is conditioned upon proper operation and maintenance by CUSTOMER and will not apply if the failure is caused or contributed to by accident, alteration, abuse, misuse, failure to properly operate the system, or other causes beyond the control of SCALISE. Only SCALISE's personnel or agents will be permitted to perform the Warranty work. If a Warranty call is made and inspection indicates a condition that is not covered under this Service Agreement or this Warranty, SCALISE will be reimbursed for its services.

e) THIS WARRANTY IS THE EXCLUSIVE REMEDY FOR DEFECTS IN SCALISE'S WORK AND IS IN LIEU OF ANY OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED USE.

7. Safety. SCALISE will conduct the Work in strict accordance with its Safety Manual, the safety programs instituted by CUSTOMER, and all applicable OSHA safety regulations. CUSTOMER and SCALISE will make available to each other all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

8. Hazardous Substances. SCALISE's obligations under this Service Agreement do not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, SCALISE's sole obligation will be to notify CUSTOMER of the existence of such products and materials. SCALISE will have the right thereafter to suspend its Work until such products or materials and the resultant hazards are removed. The time for completion of the Work will be extended to the extent caused by such a suspension, and the Service Agreement Price will be equitably adjusted.
9. Insurance. SCALISE will carry Commercial General Liability Insurance with limits of $2,000,000 and Automobile Insurance with limits of $1,000,000. CUSTOMER will carry all Risk Property Insurance or Builder’s Risk Insurance, including extended coverage, without cost to SCALISE with limits equal to or greater than the value of the equipment being serviced and a deductible not greater than $10,000 per occurrence.

10. Indemnification. SCALISE agrees to indemnify CUSTOMER from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney’s fees, caused by SCALISE’s negligence in the performance of the Work under this Service Agreement. CUSTOMER agrees to indemnify SCALISE from and against any and all claims, losses, or liabilities for personal injury or property damage, as well as costs and expenses incurred in the defense thereof including attorney’s fees, caused by CUSTOMER’s negligence or hazardous conditions in the CUSTOMER’s facility.

11. Limitation of Liability. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CUSTOMER OR SCALISE BE LIABLE OR RESPONSIBLE TO EACH OTHER FOR LOSS OF USE, LOSS OF PROFITS, OR ANY OTHER SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES.

12. Termination. This Service Agreement will be on a one (1) year term, which will automatically renew if not terminated within thirty (30) days of anniversary date by written notice by either party at any time for any reason.

13. Dispute Resolution. CUSTOMER and SCALISE agree to negotiate in good faith to resolve any and all disputes arising from or relating to this Service Agreement or any alleged breach of this Service Agreement. In the event that the dispute cannot be resolved, it will be referred up to the executive level required to reach a resolution. If CUSTOMER and SCALISE executives are unable to resolve a dispute, the dispute will then be submitted to non-binding mediation. If CUSTOMER and SCALISE are still unable to resolve the dispute in mediation, the dispute can then be submitted to binding arbitration under the Construction Industry Rules of the American Arbitration Association then in effect. Any such arbitration demand or any other legal action by CUSTOMER or SCALISE relating to this Service Agreement or any alleged breach of this Service Agreement must be commenced within two (2) years from the date of the successful Acceptance Test or the applicable statute of limitations, whichever is earlier.

14. Assignment. This Service Agreement cannot be assigned by one party to a third party without the express written consent of the other party to this Service Agreement. Either party may subcontract portions of its obligations to others, but that party will still be principally liable and responsible to the other party for the satisfactory performance of the Service Agreement.
Title I is requesting Board approval in the amount of $9,800.00 for three days of additional writing consultant/coaching by Sherri Strating in our elementary schools on Feb. 20, Feb. 26, and 27. (She was already scheduled for Feb 21, 22, and 23). She has been working with teachers K-4 on the Four-Square Writing and has done training and electronic coaching by teachers submitting writing work with students via e-mail. In February, she will make actual schools visits to do demonstration lessons and on-site coaching.

Total: $9,800.00

Source of Funding: Title I Carry-over Funds
DATE: January 31, 2018
TO: Superintendent Gary Price
FROM: Jim Green, Assistant Principal, FSHS
SUBJECT: Chaperone List for FSHS Thespian Troupe; 2017-18 School year

I am requesting for the Board to consider approving the following chaperones for the 2017-18 school year for Thespian events:

Zuchowski, Eric—Spouse of theatre teacher and Thespian Troupe Sponsor