

COPY



Broken Arrow Public Schools

Independent School District NO. 3
701 S Main Street
Broken Arrow, OK 74012
Phone (918) 259-5700

Request for Bid
HVAC PROJECT - OPTIONS ACADEMY
B23-01

Time and Date to be Returned: **9:00 AM on August 3, 2022**

Mail Information To: Cathey Metevelis
Director of Purchasing
Broken Arrow Public Schools
701 S Main Street
Broken Arrow, OK 74012

1.1 General District Information

Broken Arrow Public Schools referred to as BAPS below is a dynamic leader in public education. The sixth largest district in Oklahoma, it serves approximately 19,000 students and covers 115-square miles in the southeast portions of Tulsa County and the western portions of Wagoner County.

1.2 Purpose/Scope of Bid

The purpose of this bid is to provide all labor, material, equipment and subcontractors to replace four (4) split systems, four (4) rooftop package units, and two (2) dehumidifiers at Broken Arrow Options Academy, 412 S 9th Street, Broken Arrow, OK 74012.

1.3 Proposal Due Date

The due date of this Bid is August 3, 2022, at 9:00 a.m. An original and one copy shall be provided.

1.4 Instructions to Vendors

Advice: The department responsible for this Bid is the Purchasing Department located at 701 S Main, Broken Arrow Oklahoma, 74012. The BAPS contact will be Elizabeth Youngquist, Business Analyst, telephone number (918) 259-5793; fax (918)-251-0065.

Questions can be sent electronically to eyoungquist@baschools.org. All questions and answers will be published and provided to all vendors as soon as possible.

Submission: the submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Bidder shall visit the site to examine the existing conditions, take measurements, etc. prior to bid submission. Plans and approximate measurements are attached; however, it is the responsibility of the bidder to verify dimensions/locations and examine the existing conditions.

Any alternates should be accompanied by a copy of the manufacturer's specifications. Any differences must be noted on a separate sheet.

The contractor has the responsibility if required to obtain and pay for all relative permits and licenses and to meet all City of Broken Arrow requirements. The contractor also agrees to comply with all city, county, state and federal laws applicable to the Project.

Bid Security in the form of a cashier's check, certified check, or surety bond in the amount of five percent (5%) of the bid shall accompany the sealed proposal of each bidder. Checks or Surety bonds will be returned to unsuccessful bidders.

Before beginning the project, the contractor agrees to furnish Owner with the following at Contractor's expense: a performance bond in an amount equal to the Contract Sum; a warranty bond in an amount equal to the Contract Sum for a period of one year from the date of completion of the Work; and the statutory bond required by Oklahoma law in connection with contracts for the making of public improvements (tit. 61, (1991) O.S. § 1).

The surety providing the above bonds shall be listed in the most recent edition of U.S. TREASURY CIRCULAR 570 and be fully authorized to do business in Oklahoma.

Faxed/emailed bids ARE NOT acceptable. All bids must be submitted by the date and time of public opening (see above). Bids must be submitted on the forms provided in a sealed envelope clearly marked (typed or blocking lettering only) with the vendor's name, return address, the opening date and time. An original and one copy of the Bid shall be provided.

Bids must be addressed to: Broken Arrow Public Schools, Elizabeth Youngquist, Business Analyst, 701 S Main Broken Arrow, OK 74012. Clearly indicate "Bid 23-01" Options Academy HVAC Project on the outside bid packaging.

Bids not submitted in the format as instructed by this packet may not be accepted. Addendums to this bid, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the opening hour.

Bids will be publicly opened and read aloud at the abovementioned office following closing time stated above. Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening bids, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened.

The district reserves the right to waive any informality, or to reject any or all bids.

Receipt of Bid / Late Bid: Sealed Bids shall be received at the place and the time indicated in this packet. It is the sole responsibility of the vendors to ensure timely delivery of the bid. BAPS will not be responsible for failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery service chosen by the vendor.

Bids received after the date and time specified shall be considered LATE, and shall not be considered for award.

Accuracy of Proposals / Withdrawal of Proposals prior to Bid Opening: Bids will represent a true and correct statement and shall contain no cause for claim of omission or error. Bids may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of thirty (30) days subsequent to the opening of the Bid.

Addenda: The only method by which any requirement of this solicitation may be modified is by writing.

If an addendum to the proposal document is required, BAPS will mail the addendum within a reasonable time prior to the due date. BAPS is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Proposals may not be considered if they do not include acknowledgement of a formal addendum. Addendums will be mailed to all vendors of record and such addendum shall be acknowledged by signing and including in your proposal submission.

Bid Due Date: The proposal must be received on or before 9:00 a.m. on August 3, 2022, at the Education Service Center/Purchasing Department, 701 S Main, Broken Arrow, OK, 74012.

Insurance: The vendor performing services for BAPS shall:

1. Maintain worker's compensation insurance as required by Oklahoma statutes, for all employees engaged in the work.
2. Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this Bid. Minimum coverage will be ONE MILLION DOLLARS (\$1,000,000) liability for bodily injury and property damage including product liability and completed operations.

3. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this bid. Minimum coverage shall be ONE MILLION DOLLARS (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

Taxes: BAPS is exempt from all federal, excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, BAPS will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, BAPS's Tax Exemption Certificate will be furnished.

Indemnification: The vendor shall protect, indemnify and hold BAPS harmless against any liability claims and costs of whatsoever kind and nature, for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the vendor.

Disclosure: Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

1.5 General Terms and Conditions

Applicability: These general terms and conditions will be observed in preparing the proposal to be submitted.

Purchase: Purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Purchasing.

Method of Payment: Payment will be made after satisfactory performance of the contract in accordance with all of the provisions thereof and upon receipt of a properly itemized invoice. BAPS may, at their sole option, elect to make payment by use of a Purchasing/Bank/Charge card. No additional charges, fees, or price increases may be assessed by the vendor for the use of Procurement/Charge/Bank cards during the life of any award resulting from this Bid, and any applicable extensions. The Board of Education reserves the right to withhold any or all payments or portions thereof for contractor's failure to perform in accordance with the provisions of the contract or any modifications thereto.

Governing Law and Venue: This contract shall be construed in and governed under and by the laws of the State of Oklahoma. All information contained in any bid submitted by a bidder/vendor, including but not limited to design, technical information, pricing and other information ("Information"), is a public record once the sealed bid of a bidder/vendor is opened at a proper bid opening. As a result, following a bid opening, all bids submitted by any bidder/vendor will be retained by the District for a period of time as may be required by Board of Education policy and are subject to being publicly disclosed under the Oklahoma Open Records Act. Any language by any bidder/vendor in any bid document which seeks to prevent the release of information of any bid document, following a bid opening, will be of no effect and void in all respects.

Costs: All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of the vendor.

Award: The bid will be awarded by the Board of Education (BOE) at the BOE regularly scheduled meeting. The awarding of a contract to the lowest responsible bidder or bidders shall be made within thirty (30) days after the opening of bids.

Retention of Documentation: All proposal materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of BAPS.

1.6 Format for Response

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

An original and one copy of the bid will be required. The original copy should be so noted and signed.

1. Bid Proposal Page (Enclosed)

Show the Bid subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

1.7 Pre-Bid

A mandatory Pre-Bid to inspect and view the areas in which the work will be performed will be held Wednesday, July 20, 2022 at 9:00 am. The location of the pre-bid will be at Options Academy, north parking lot, 412 S 9th Street, Broken Arrow, OK 74012. If you have any questions on the location, please call Elizabeth Youngquist at 918-259-5793.

COPY

MID-CONTINENT CASUALTY COMPANY

P. O. Box 1409
TULSA, OKLAHOMA 74101

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, Airco Service Inc

as Principal, and **MID-CONTINENT CASUALTY COMPANY**, a corporation organized and existing under the laws of the State of Ohio, and authorized to do business in the State of Oklahoma as Surety, are held and firmly bound unto the Broken Arrow Public Schools
701 S. Main Street Broken Arrow, Ok 74012

as Oblige, in the amount of Five Percent of Total Amount Bid (5%) DOLLARS lawful money of the United States of America, to the payment of which sum of money well and truly to be made, the said Principal and Surety bind themselves, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Oblige shall make an award to the Principal for:
Bid #B23-01, HVAC Project - Options Academy address 410 S 9th Broken Arrow, OK 74012 Replace 4 HVAC split systems and replace 4 HVAC RTU package units

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Oblige in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with **MID-CONTINENT CASUALTY COMPANY** as Surety or with other Surety or Sureties approved by the Oblige; or if the Principal shall, in case of failure so to do, pay to the Oblige the damages which the Oblige may suffer by reason of such failure not exceeding the penalty of this bond then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Signed, Sealed and Dated this 3rd day of August 2022

Larry Pearson
Witness

Airco Service Inc
By [Signature] Principal (Seal)

MID-CONTINENT CASUALTY COMPANY
By [Signature] Kristin Lewis, Attorney-in-fact (Seal)

MID-CONTINENT CASUALTY COMPANY

1437 South Boulder, Suite 200, Tulsa, Oklahoma 74119 · Ph: 918-587-7221 · Fax: 918-588-1296

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Mid-Continent Casualty Company, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof. Travis E. Brown, Jamie Burris, John Kelly Deer, Vaughn P. Graham, Vaughn Paul Graham, Jr., Kristin Lewis, Mark Edward Long, Thomas Perrault, Stephen M. Poleman, Michael J. Swenton, all of TULSA, OK.

IN WITNESS WHEREOF, the Mid-Continent Casualty Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13 day of September, 2021.



ATTEST:

MID-CONTINENT CASUALTY COMPANY

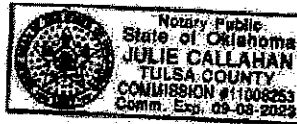
Sharon Hackl
Sharon Hackl, Assistant Secretary

Todd Bazata
Todd Bazata, Vice President

On this 13 day of September, 2021 before me personally appeared Todd Bazata, to me known, being duly sworn, deposes and says that s/he resides in Broken Arrow, Oklahoma, that s/he is a Vice President of Mid-Continent Casualty Company, the company described in and which executed the above instrument; that s/he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of her/his office under the By-Laws of said Company, and that s/he signed his name thereto by like authority.

STATE OF OKLAHOMA

} SS



Commission #: 11008253

My Commission Expires: 09-08-23

COUNTY OF TULSA

Julie Callahan

Julie Callahan, Notary Public

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Mid-Continent Casualty Company by unanimous written consent dated September 25, 2009.

RESOLVED: That the President, the Executive Vice President, the several Senior Vice Presidents and Vice Presidents or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

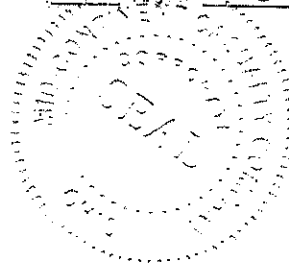
CERTIFICATION

I, Sharon Hackl, Assistant Secretary of Mid-Continent Casualty Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of September 25, 2009 have not been revoked and are now in full force and effect.



Signed and sealed this 3rd day of August, 2022

Sharon Hackl
Sharon Hackl, Assistant Secretary



BID FORM

BID-23-01: HVAC Project - Options Academy

Having carefully examined the drawings and specifications; having visited the site and existing building and examined all conditions affecting the work, the undersigned proposes to furnish all labor, materials, and incidental called for by said documents for the full scope of work.

DO NOT MODIFY, ADD, OR DELETE FROM SCOPE OF WORK

Or you risk the Owner setting your bid aside.

Base Bid (including Bonds):

Phase 1 Split Systems & Dehumidifiers: Seventy two thousand Seven hundred Dollars
(\$ 72,700.00)

Phase 2 Package Units: Seventy thousand Eight hundred Dollars
(\$ 70,800.00)

TOTAL BASE BID (including bonds): one hundred forty three thousand five hundred Dollars
(\$ 143,500.00)

Owner may accept or reject Base Bid of any Bid. Owner may also reject individual items of equipment in any Bid. Determination of best responsive bidder may take owner's selection of individual items into consideration.

Bid Guarantee (for bids in excess of \$100,000.00)

Accompanying this Bid is a Certified or Cashier's Check or Bidder's Surety Bond made payable to the Owner for not less than 5% of the amount submitted herein. It is understood that the check or bond will be returned to the Bidder, except that in the event of the Owner's acceptance of this Bid, and the Bidder fails to execute a Contract and file Performance and Materials and Payment Bonds within ten (10) days of the date of the Owner's acceptance; then, in that event, the Bidder's Check or Bond will become property of the Owner because of the failure of the Bidder to comply with the specified requirements. Bid Bond is accompanied by Bonding Agent's Power-of-Authority.

Performance, Statutory, and Warranty Bonds (for bids in excess of \$100,000.00)

It is understood that Performance and Statutory Bonds each in the amount of 100% of the contract amount covering faithful performance of the contract, and payment of all obligations arising there under, will be required by the Owner. A Warranty Bond in the amount of 100% of the contract amount covering defective workmanship and materials for a period of one (1) year after acceptance of the project will be required. Premiums for the performance, statutory, and warranty bonds are included in this proposal.

Addenda

No. _____ Dated: _____
No. _____ Dated: _____
No. _____ Dated: _____

Company Name: Custom Heating and Air Conditioning, Inc. (Please Print)

Phone/Fax Numbers: (918) 258-8686 / (918) 250-4693

Email Address: lpc@customservicesinc.com

Fed. I.D. No.: 73-1081869

Mailing Address: 11331 E 58th St

City, State Zip: Tulsa, OK 74146

Officer's Signature: Jerry Pearson

Date: August 2nd, 2022
(Seal, if bid is by a Corporation)

Options Academy Two-Story HVAC Replacement Project

Scope:

This project will consist of replacing (4) split systems, (4) rooftop package units and installing two dehumidifiers. This project will need to be completed in two phases due to the anticipation of long lead times for the package units.

The (4) downstairs split systems and the upstairs/downstairs dehumidifiers will be the higher priority and will need to be installed as soon as possible. If the package units do have a long lead time, they can be installed at a later time.

Tentative Time Table:

- 1. August 2022: Project Awarded**
- 2. August 2022: Package units ordered**
- 3. Phase 1 :Split Systems and dehumidifiers installed by the end of September 2022**
- 4. Phase 2 :Package units installed by the end of March 2022**

Bids will need to show amount for each phase and a total project amount. An invoice can be sent for each phase once that phase has been completed.

Major design specifications are listed below:

- Remove existing systems
- (4) 5 Ton Condensers 230v 3ph
- (4) 5 Ton Evaporators w/TXV
- (4) Gas Furnaces 95+ AFUE
- (2) 5 Ton Gas Package Units 208v 3ph
- (2) 7.5 Ton Gas Package Unit 208v 3ph
- (2) Honeywell DR120 Dehumidifiers w/ digital humidistat
- (8) Honeywell programable thermostats (Hard Wired)
- Hail guards on condensers and RTUs
- Economizer for RTUs
- Stainless steel heat exchangers for RTUs
- New PVC flues
- All new refrigerant piping on split systems
- Refrigerant sight glass
- Reconfiguring water heater flue due to venting changes
- Freeze stats for split systems
- Copper drain piping on RTUs
- PVC drains for split systems
- Aux. drain pans under furnaces
- Condensate overflow protection (float switches) for split systems
- Roofing seal-in/put back for new flues and/or refrigerant piping

- **Aprilaire Space-gard filters for split systems**
- **New electrical disconnects for condensers and RTUs**
Split system condenser disconnects mounted on adjacent rack and not on unit
- **Lennox, Carrier, Rheem/Ruud or Trane equipment preferred. Lennox unit specifications will be supplied as reference.**

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
_____ 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 Rippe Violent Crime Offenders Registration Act.

4. 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.

5. This Affidavit is made and delivered pursuant to the requirements of Title 70 O.S. § 6-101.4B (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 2nd day of August 2022

AFFIANT'S SIGNATURE

Laury Kenson

Representing:

Custom Heating and Air Conditioning
(Name of Entity)

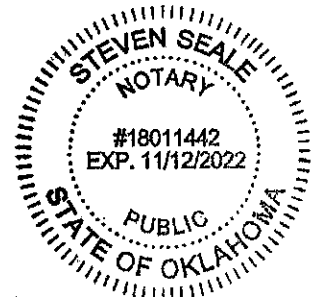
Subscribed and sworn to before me this 2 day of August 2022

[Signature]
Notary Public

{SEAL}

Notary Commission Number: 18011442

My Commission Expires: 11/12/2022



STATEMENT OF NON-COLLUSION

(Name) Larry Pierson of lawful age, being first duty sworn, on oath says: (s)he is the duly

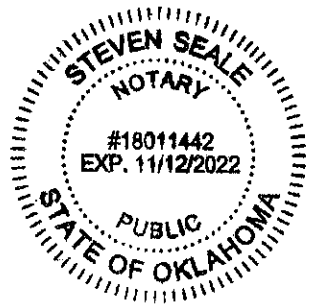
authorized agent of (Firm) Custom Heat Treating & Q10 Conditioning, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and Broken Arrow Public School officials or employees, as well as facts pertaining to the giving or offering of things of value to school district personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached; (S)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and neither the bidder nor anyone subject to the bidder's direction or control has been a party; (a) to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; (b) to any collusion with any school district official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor; (c) in any discussions between bidders and any school district official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

Notary Public [Signature]

My commission expires 11/12/2022

STATE OF OK COUNTY OF Tulsa

(SEAL)



BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
) ss
COUNTY OF Tulsa)

I, Larry Pearson, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the Bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture or other business relationship presently in effect or which existed within one year prior to the date of this statement with the Architect, Engineer or other party to the project is as follows:

NONE

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

NONE

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Larry Pearson
BIDDER

Subscribed and sworn to before me this 2 day of August, 2020.

[Signature]
NOTARY PUBLIC

My Commission Expires;

11/12/2022

(SEAL)



BROKEN ARROW PUBLIC SCHOOLS
701 South Main Street
Broken Arrow, OK 74012
Phone: (918) 259-5700
Fax: (918) 251-0689

Dear Vendor: Please complete the Non-Kickback Affidavit below. Oklahoma State Law mandates any invoice exceeding \$2,000.00 requires this action.

PLEASE NOTE THAT THE FORM MUST BE SIGNED AND NOTARIZED.

PURCHASE ORDER # _____ INVOICE # _____

COMPANY

NON-KICKBACK AFFIDAVIT FOR PAYMENTS OF \$2,000 OR MORE
(Pursuant to title 74, Section 3109, Oklahoma Statute amended 1998).

State of Oklahoma)
County of Tulsa) SS

The undersigned (architect, contractor, supplier or engineer) of lawful age, being first duly sworn, on oath says that this invoice or claim is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s) he had made no payment directly or indirectly to any elected official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, or money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

SIGNATURE OF CONTRACTOR, SUPPLIER, ENGINEER OR ARCHITECT

Subscribed and Sworn to before me this _____ day of _____ Yr _____
My Commission Expires: _____

Notary Public (or Clerk or Judge)

RETURN TO:
BROKEN ARROW PUBLIC SCHOOLS
ATTN: ACCOUNTS PAYABLE
701 SOUTH MAIN STREET
BROKEN ARROW, OK 74012