



**BROKEN ARROW PUBLIC SCHOOLS**  
701 SOUTH MAIN  
BROKEN ARROW, OK 74012  
PHONE (918) 259-5700  
FAX (918) 259-4344

Request for Bid  
Concrete Drive Lane for Maintenance Facility  
#B12-22

Time and Date to be Returned: **11:00 AM on March 15, 2012**

Mail Information To: Mark Bilby  
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 16,000 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 for a Concrete Drive Lane for the Maintenance Facility” located at the 109 S 5<sup>th</sup> Street, Broken Arrow OK.

### **1.3 Proposal Due Date**

The due date of this bid is March 15, 2012 at 11:00 Am., CST. 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 Mark Bilby, Director of Purchasing, telephone number (918) 259-5705; fax (918) 251-0065.

Questions can be sent electronically to [mabilby@baschools.org](mailto:mabilby@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.

Faxed bids ARE NOT acceptable. All bids must be submitted by the date and time of public opening (see above) with the vendor's name, return address, an original and one copy of the bid shall be provided.

Bids must be addressed to: Broken Arrow Public Schools, Mark Bilby, Director of Purchasing 701 S Main Broken Arrow, OK 74012.

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.

Upon receipt of an acceptable bid, the contract will be awarded within thirty (30) days after the opening of bids and the written contract executed within ten (10) days thereafter.

The district reserves the right to waive any informality and to reject any or all bids and to award the bid in the best interest of the district after comparing specifications, performance, service, quality, price, reliability, capability, and experience.

**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.**

**Contractor will provide a 100 percent performance bond.**

**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, e-mail or fax 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 sent to all vendors of record and such addendum shall be acknowledged by signing and including in your proposal submission.

**Proposal Due Date:** The bid must be received on or before 11:00 Am., Central Standard Time, on March 15, 2012, at the 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 RFP. 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:** After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Purchasing.

**Governing Law and Venue:** This contract shall be construed in and governed under and by the laws of the State of Oklahoma.

**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.

**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. Title Page**

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

## **1.8 Mandatory Pre-Bid Meeting**

There will be a mandatory pre-bid meeting held at the Maintenance Department located at 109 S 5<sup>th</sup> Street, Broken Arrow Ok, March 7, 2012 at 10 AM. If you have any questions on the location please call 918-259-4530. Bidders must attend the pre-bid in order to be considered.

## SCOPE OF WORK

This Project is located behind the maintenance department, which is located at 109 S 5<sup>th</sup> Street Broken Arrow, OK.

- Demo, remove and haul off approximately: 161ft. long, 24 ft. wide and 4 in. deep concrete drive lane.
- Stabilize and compact sub-base and install rock where the driveway concrete and gutter were removed.
- Install #4 (1/2") rebar on 24" centers at both diagonals for the new concrete driveway to be 6" thick.
- Install approximately 290 Lineal Feet new curb and gutter
- Incorporate one Speed Bump in Drive
- PIN the driveway and curb
- 4000 PSI Concrete is specified for curb, gutter and driveway
- Placing a Medium Broom Finish on Concrete
- Remove all forms and clean up after the concrete is cured
- Saw Cutting Concrete to match existing

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard specifications.

**STATEMENT OF NON-COLLUSION**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

(Name) \_\_\_\_\_, of lawful age, being first  
duly sworn, on oath says: (s)he is the duly authorized

agent of (Firm) \_\_\_\_\_, 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.

Affiant Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Subscribed & sworn before me this \_\_\_\_\_ day of \_\_\_\_\_  
My Commission expires:

\_\_\_\_\_ NOTARY PUBLIC \_\_\_\_\_

(SEAL)



5. This Affidavit is intended to comply with **OKLA. STAT. tit. 70, § 6-101.48.**

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

\_\_\_\_\_  
AFFIANT SIGNATURE

\_\_\_\_\_  
(Print Name and Title)

Representing:

\_\_\_\_\_  
(Name of Entity)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

My Commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]

Notary Commission Number: \_\_\_\_\_

**BROKEN ARROW PUBLIC SCHOOLS**  
701 S MAIN ST  
BROKEN ARROW, OK 74012

**BID PROPOSAL**

BID NO: B12-22 \_\_\_\_\_

BIDDER: \_\_\_\_\_  
(Please Print)

COMPANY NAME: \_\_\_\_\_

SIGNED: \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE: \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

**ACKNOWLEDGEMENTS:**

- A. Bidder has received and fully examined INSTRUCTIONS
- B. We agree to hold this Proposal open for forty-five (45) days after bid opening date.
- C. Successful bidder(s) agree to comply with Felony Affidavit provisions.
- D. Bid pricing shall be written in numbers and in words. If there is a discrepancy in pricing, the bid written in words will govern.

**BASE BID:**

**Concrete Drive Lane:** (See enclosed Scope of Work and Specs): \$ \_\_\_\_\_

Bid Price in Writing: \_\_\_\_\_