



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 – OLIVER MIDDLE SCHOOL

#B24-02

Time and Date to be Returned: **9:00 AM on April 29, 2024**

Mail Information To: Elizabeth Sapp
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 20,000 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 eleven (11) split systems, two (2) condensers, and five (5) rooftop gas package unites at Oliver Middle School, 3100 W New Orleans, Broken Arrow, OK 74011.

1.3 Proposal Due Date

The due date of this Bid is April 29, 2024, 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 Sapp, Director of Purchasing, telephone number (918) 259-5732; fax (918) 251-0065.

Questions can be sent electronically to esapp@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 Sapp, Director of Purchasing, 701 S Main Broken Arrow, OK 74012. Clearly indicate "Bid 24-02 HVAC – Oliver Middle School" 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 April 29, 2024, 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 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, April 17, 2024 at 9:00 am. The location of the pre-bid will be at Oliver Middle School, 3100 W New Orleans, Broken Arrow, OK 74011. If you have any questions on the location, please call Elizabeth Sapp at 918-259-5732.

Oliver Middle School
3100 W New Orleans
Broken Arrow, OK 74011

Summer 2024 HVAC Equipment Replacement Project

Scope:

This project consists of replacing (11) complete "split" HVAC systems (furnace/condenser/evaporator), (2) condensers, and (5) rooftop gas package units.

The equipment shall be Lennox equipment or Trane equivalent. Please see included Lennox submittal sheets.

Oliver Middle School has a building automation system that controls the HVAC equipment. Panco Automation will need to assist with the removal and reinstallation of these controls.

Work can begin on June 5th and should be completed by July 19th. The expectation is that the split systems should be readily available and they will be installed during this time. Installing the rooftop units at the same time is preferred.

If the rooftop unit lead times keep the project from being completed by July 19, the rooftop units will need to be installed during Fall Break which is October 16th-18th.

Please take note of the included Broken Arrow Public Schools split system and rooftop unit requirements.

Rooftop Package Unit Requirements

Installation Requirements:

- Hail Guard
- New Disconnect
- New Honeywell VisionPro 8000 Thermostat (except for units with energy management systems)
- Run new thermostat wire if needed for 2 stage operation
- Economizer
- Unit Numbered with the Same Number as Old Unit (Permanent and neat)
- Copper Traps and Drain lines
- Copper Union on drain line immediately after it exits unit so that drain can be disconnected from unit for cleaning
- Elec. Outlet within 25ft
- Drain pan float switch
- Nothing should be attached or screwed in to top plate of unit
- Please Check Compressor Rotation at Startup; If the unit has an ECM blower motor, you cannot use blower rotation to check unit for proper phasing. The ECM blower motor will always have the correct rotation no matter how the unit is phased. The compressor should always be checked independently for proper rotation even if it is cold outside.
- Please burn off any residue on heat exchanger and attempt to direct smoke out of the unit on the roof. Inform school if there is any chance that this will set off fire alarm.
- If unit is on Energy Management System, it is the contractor's responsibility to reinstall it correctly. (Sub Panco)
- Please set up Economizer for "D" Setting
- Set minimum outdoor air damper position to 10%
- Low Pressure Safety installed to break red. Not applicable if unit has factory installed low pressure safety.

Split System Requirements

Furnace/Air Handler

- Float switch on evaporator overflow drain
- Furnace and Condenser Numbered with original number (Permanent and Neat)
- New Honeywell VisionPro 8000 Thermostat (except for units with energy management systems)
- Aux. Drain pan Under Furnace when Possible
- TXV
- External Filter Rack
- New Flue is preferred when possible
- All ductwork must be metal, no plywood or duct board.
- Freeze Stat attached to suction line leaving evaporator coil which breaks "Red".
- If system has Energy Management Controls, it is the contractor's responsibility to reinstall them correctly. (Sub Panco)
- Ducts/duct connections/plenums etc. shall be sealed with duct mastic. Tape is not allowed.
- Furnace/Air Handler seams and evaporator panels/penetrations shall be sealed with silicone. Tape is not allowed

Condenser

- Sight Glass
- Condenser must be supported adequately by existing supports or by new supports.
- Hail Guard
- New Disconnect (Fused)
- DO NOT mount disconnect to unit. Disconnect must be securely mounted somehow adjacent to the unit.
- Guard rails should be avoided by moving condenser away from edge of roof.
- Please check compressor rotation if it is a three-phase unit, even if it is heating season and it is cold outside.

BID FORM

BID 24-02: HVAC Oliver Middle School

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):

Complete Split Systems & Condensers Phase: _____ Dollars

(\$ _____)

Rooftop Phase: _____ Dollars

(\$ _____)

TOTAL BASE BID (including bonds): _____ Dollars

(\$ _____)

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-Attorney.

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: _____ (Please Print)

Phone/Fax Numbers: _____

Email Address: _____

Fed I.D. No.: _____

Mailing Address: _____

City, State Zip: _____

Officer's Signature: _____

Date: _____

(Seal, if bid is by a Corporation)

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 Rippy 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. § 6-101.48 (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 _____ day of _____, _____.

AFFIANT'S SIGNATURE

Representing:

(Name of Entity)

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

(S E A L)

Notary Commission Number: _____

My Commission Expires: _____

STATEMENT OF NON-COLLUSION

(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.

Notary Public _____

My commission expires _____

STATE OF _____ COUNTY OF _____

(SEAL)

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)
) ss
COUNTY OF _____)

I, _____, 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:

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:

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

BIDDER

Subscribed and sworn to before me this ____ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

(SEAL)

