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

Request for Bid  
Westwood Renovations  
#B21-04

Time and Date to be Returned:  2:00 PM on March 25, 2021

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 renovate designated areas on the Broken Arrow High School campus including portions of the Westwood facility and the fieldhouse. This will include renovation of existing locker rooms, conversion of space to an additional locker room, adding a wood floor in dance studio, renovating restrooms, and adding doors. All work is at buildings on the Broken Arrow Senior High School campus, 1901 E Albany, Broken Arrow, OK 74012.

1.3 Proposal Due Date
The due date of this Bid is March 25, 2021 at 2:00 pm., CDT. 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 Cathey Metevelis, Director of Purchasing, telephone number (918) 259-5732; fax (918) 251-0065.

Questions can be sent electronically to cmetevelis@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/time of  
public opening (see above). Bids must be submitted on the forms provided in a sealed  
envelope clearly marked 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, Cathey Metevelis, Director of  
Purchasing 701 S Main Broken Arrow, OK 74012. Clearly indicate “Bid 21-04” 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 above-mentioned 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 2:00 pm., Central Daylight  
Time, on March 25, 2021, 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.

1.7 Pre-Bid

A Pre-Bid to inspect and view the areas in which the work will be performed will be held March 17, 2021 at 10:00 am. The location of the pre-bid will be at the Westwood school site, 1712 N 18th St, Broken Arrow, OK 74012. If you have any questions on the location, please call Cathey Metevelis at 918-259-5732.

SPECIFICATIONS:

- Turnkey project for the renovation of Westwood facility/BAHS
- All work associated with the drawings and specifications.
- All applicable engineering
- Daily clean-up.
- All permits, fees, or other local, state or federal requirements.