

ARTICLE 1: Definitions.

1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid (Solicitation for Bids), Instructions to Bidders, supplementary instructions to bidders, the bid form(s), and any other sample bidding and contract forms, and the proposed contract documents including any Addenda issued prior to the receipt of Bids.

1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued by the Owner, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

1.4 A Bid is a complete and properly executed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in the Alternate Bids.

1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted, or does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bid Documents.

1.8 A Bidder is a person or entity that submits a Bid and meets the requirements set forth in the Bidding Documents.

1.9 The Website of the Owner (Construction and Properties) is <https://omes.ok.gov/services/construction-and-properties>. The Owner's **Email** is cap@omes.ok.gov.

1.10 The Owner is the State of Oklahoma, Office of Management and Enterprise Services, Capital Assets Management, Department of Real Estate Services, Construction and Properties (CAP). Postal delivery is Construction and Properties, P.O. Box 53448, Oklahoma City, OK 73152-3448; carrier delivery is Construction and Properties, 2401 N. Lincoln Blvd., Suite 126, Oklahoma City, OK 73152.

1.11 The Consultant is the Licensed Architect, Licensed Landscape Architect, Registered Professional Engineer, or Registered Land Surveyor under contract to the State of Oklahoma for the purpose of designing and monitoring the construction of the project acting in the capacity as the Owner's Representative.

ARTICLE 2: Pre-bid Conference.

2.1 The Solicitation for Bids will indicate the date, time, and place for a pre-bid conference if one is to be held.

2.2 In some instances, a **mandatory pre-bid conference** will be announced. In such instances, each prospective Bidder must be present at the meeting or represented by a full-time company employee or an independent contractor authorized to represent the

company. Failure to comply will disqualify that Bidder. Attendees are expected to arrive on time and must sign in no later than fifteen minutes after the scheduled meeting time. Exceptions to the sign-in requirement may be granted by the CAP Project Manager for unusual conditions such as adverse weather, complicated directions to site or other unforeseen conditions. The CAP Project Manager has sole discretion in determining exceptions. In adverse weather conditions, contact the Owner to verify conference schedule.

2.3 Verbal communications at any pre-bid meeting are non-binding. All clarifications, revisions or changes to the bidding documents will be included in written addenda and issued to each plan holder registered with the Owner.

ARTICLE 3: Bidder's Representations and Prequalification.

3.1 By submitting a Bid, the Bidder represents that:

3.1.1 the bidder has read and understands the Bidding Documents;

3.1.2 The bidder has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents; and

3.1.3 The submitted Bid is based upon the materials, systems and equipment required by the Bidding Documents without exception.

3.2 Pre-qualification of Bidders and Special Requirements.

The Solicitation for Bids / Bid Notice indicates the General Contractors, Sub-Contractors, and Material Suppliers that require pre-qualification in order to bid on the project. When designated on the Solicitation for Bids / Bid Notice, the General Contractors, Sub-Contractors, and Material Suppliers shall submit a completed CAP Form A305 *Contractor's Qualification Statement*, describing required specialized experience, for approval to the Owner, fourteen (14) calendar days prior to the Bid Date unless stated otherwise. Printed or electronic forms are available on request from the Owner.

ARTICLE 4: Bidding Documents.**4.1 Copies.**

4.1.1 Bidders may obtain complete sets of the Bidding Documents from the Construction and Properties website designated in the Solicitation for Bids at the stated price, if any.

4.1.2 Bidding Documents for work identified in the Solicitation for Bids as limited to General Contractors will be issued only to Bidders intending to bid as General Contractors.

4.1.3 Bidders shall use complete sets of Bidding Documents obtained from the source indicated in the Solicitation for Bids. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Bidding Documents.

4.1.4 The Owner, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the work and does not confer a license or grant for any other use.

4.2 Interpretation or correction of Bidding Documents:

4.2.1 Bidders shall promptly notify the Consultant or the Owner of any ambiguity, inconsistency, or error which they may discover

upon examination of the Bidding Documents or of the site and local conditions.

4.2.2 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections, and changes.

4.3 Substitutions.

4.3.1 When name brands are used to describe materials, products, or equipment, the name brands are used only to establish a standard of required function, dimension, appearance, and quality to be met by any properly proposed substitution.

4.3.2 No substitutions for bidding will be considered unless written request for approval has been received by the Consultant at least ten (10) calendar days prior to the date for receipt of Bids, if not otherwise stated in the Bidding Documents. Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in any other materials, equipment, or other work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Consultant's decision of approval or disapproval of a proposed substitute shall be final.

4.3.3 If the Consultant approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

4.3.4 No substitutions will be considered after the contract award unless specifically provided in the contract documents.

4.3.5 When roofing is required as a portion of the Work, or as the total extent of the Work, only Manufacturers, their Certified Applicators, and Products approved through the State of Oklahoma Roof Warranty Program are acceptable.

4.4 Addenda.

4.4.1 Addenda will be mailed, sent electronically, or delivered to all who are known by the Owner to have received a complete set of Bidding Documents from the Owner. In order to automatically receive notification of addenda, the vendor must have purchased Bidding Documents through the CAP website.

4.4.2 Copies of the Addenda will be made available for inspection at the Owner.

4.4.3 No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Bids except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

4.4.4 Each Bidder shall ascertain prior to submitting his Bid that all Addenda were received and acknowledge their receipt on Bid Form.

ARTICLE 5: Bidding Procedure.

5.1 Form and style of Bids.

5.1.1 Bids shall be submitted only electronic using forms similar to those supplied with the Bidding Documents obtained from the Owner.

5.1.2 Bidders shall fill in all blanks on the electronic bid forms including all Bids, Addenda issued, Alternates and Unit Prices

5.1.3 Where so indicated by the wording of the electronic bid form, sums shall be expressed in both words and figures, and in case of

a discrepancy between the two, the amount written in words shall govern.

5.1.4 Interlineation, alteration, or erasure of the printed or electronic bid form by the Bidder is not permitted unless required by Addendum or specifications. Any required interlineation, alteration, or erasure of entries on a printed form must be initialed by the signer of the Bid.

5.1.5 All requested Alternates shall be bid. If no change to the Base Bid is required, enter "No Change". Failure to bid all Alternates may disqualify the Bid.

5.1.6 Where two or more Bids for designated portions of the work have been requested, the Bidder may, without forfeiture of the bid security, state the refusal to accept an award of less than the combination of Bids the Bidder stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify the Bid in any other manner.

5.1.7 Each copy of the Bid shall include the legal name of the Bidder and be signed electronically by the person legally authorized to bind the Bidder to a contract.

5.2 Bid Security.

5.2.1 Each Bid must be accompanied by a certified or cashier's check or bid bond in an amount equal to five percent (5%) of the total amount of the Bid and all Alternates as a guarantee that, if awarded the contract, the Bidder will execute the contract and furnish bonds and insurance as required in Sections 6. and 7 of these instructions. An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form obtained from the Owner. The certified or cashier's check must be delivered to the CAP Offices prior to the Bid Opening; other bid securities may be uploaded during the completion of online electronic bidding. The State reserves the right to hold the bid security of the three (3) lowest Bidders until the successful Bidder has executed the contract and furnished the required bonds and proof of insurance. No bid security is required if the total of the Base Bid and Alternates is One-hundred Thousand Dollars (\$100,000.00) or less.

5.2.2 Failure of the successful Bidder to enter into a contract within the time specified in 5.2.3 of these instructions shall result in forfeiture to the Capital Assets Management of the cost of republication of Notice to Bidders, all actual expenses incurred by reason of the Bidder's default and the difference between the low Bid of the defaulting Bidder and the amount of the bid of the Bidder to whom the contract is subsequently awarded, but not to exceed the amount of said check or bond.

5.2.3 An extension of sixty (60) days may be given to the normal twenty (20) days permitted Bidders to return their contracts when the Bidder is having difficulty obtaining bonds. The extension may be granted by the Owner only upon written request from the Bidder.

5.2.4 Bid security for non-binding, non-encumbered contracts where no estimated quantities for Unit Prices are given will be stated in the Bidding Documents. If the required bid security is not stated in the Bidding Documents, then Bidders should provide bid security in the amount of five percent (5%) of the bid.

5.3 Submission of Bids.

5.3.1 All Bids are to be submitted electronically using the online bidding method. No bids will be accepted in person. The Bid Security, as described in 5.2.1 above, must be delivered to the CAP Offices prior to the Bid Opening.

5.3.2 The Bidder shall assume full responsibility for timely completion of the electronic bidding process and submission.

5.3.3 Bids received more than ninety-six (96) hours before, excluding weekends and holidays, as well as Bids received after the time set for opening of Bids, will not be considered, and will be considered non-responsive.

5.3.4 Oral, printed copies, telephonic or telegraphic Bids are invalid and will not receive consideration.

5.4 Modification, withdrawal, or cancellation of Bids.

5.4.1 A Bid may not be modified, withdrawn, or canceled by the Bidder after the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid.

5.4.2 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided they are in complete conformance with these Instructions to Bidders.

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5.4.4 Bid security, if any is required, shall be in an amount of five percent (5%) of the Bid as modified.

ARTICLE 6: Consideration of Bids.

6.1 Bids will be opened publicly immediately after the time set for receipt of Bids at 2401 N. Lincoln Boulevard, Suite 214, Oklahoma City, Oklahoma. The Bids will be read aloud and an abstract of the Base Bids and Alternates or Unit Prices, if any, will be recorded. Bidders may receive a copy of the abstract from the CAP website.

6.2 Rejection of Bids.

6.2.1 The State has the right to reject any or all Bids and to reject a Bid not accompanied by any required bid security, or by other data required by the Bidding Documents, or to reject a Bid which is in any way incomplete or irregular.

6.2.2 The State will reject any Bid that is not signed by the authorized representative of the Bidder or does not contain the affidavit included in the Bidding Documents. The affidavit must be properly signed by the Bidder.

6.2.3 The Owner may reject a bid as non-responsive if the prices bid are materially unbalanced between line items or sub-line items. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the Owner even though it may be the low evaluated bid; or, if it is so unbalanced as to be tantamount to allowing an advance payment.

6.3 Award of contract.

6.3.1 It is the intent of the State to award a contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The State shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment is in the State's best interest.

6.3.2 The State shall have the right to accept Alternates in any order or combination and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

6.3.3 Time is of the essence in all State work.

ARTICLE 7: Surety Bonds.

7.1 Bond requirements.

7.1.1 All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Owner.

7.1.2 A bond is required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) that includes coverage for (1) Performance - to insure the completion of the work in accordance with the contract documents in the time stipulated; (2) Defect - to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the completed work; and (3) Payment - to assure the State is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.

7.1.3 All bonds must be on the forms prescribed and issued by the Owner to the successful Bidders with the contract.

7.1.4 Irrevocable Letters of Credit may be used as a substitute for the bonds required in 7.1.2 of these instructions. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Owner.

ARTICLE 8: Insurance Requirements.

8.1 The contractor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S., §1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.

8.2 General and Automobile Liability insurance in the amount of not less than \$100,000/\$300,000, and Builder's Risk insurance of not less than \$50,000/\$100,000 shall be carried by the contractor during the life of the contract. Certificates of such coverage must be returned with the contract.

8.3 Builder's Risk insurance is required to be provided by the Contractor.

ARTICLE 9: Form of Contract Agreement.

9.1 A sample of the contract form to be used as the agreement between the State and the successful Bidder is found in the Bidding Documents. No substitution, change, alteration or inter-lineation of the form by the Bidder is permitted.

ARTICLE 10: Labor.

10.1 The Contractor shall comply with all State and Federal Laws in the employment and payment of labor.

ARTICLE 11: Documents of Construction.

11.1 All additional sets of plans and specifications will be the responsibility of the Contractor.

END OF INSTRUCTIONS TO BIDDER