

Office of Management & Enterprise Services ■ Capital Assets Management ■ Construction and Properties

PROPOSAL SUBMISSION made as of the _____ day of _____ in the year **20**__.

TO THE OWNER:

State of Oklahoma
OMES/CAM/CAP
P.O. Box 53448
Oklahoma City, OK 73152-3448
cap@omes.ok.gov

PROJECT:

(CAP Project Number) (Solicitation Number)

(CAP Project Name)

(Address/Location)

ON BEHALF OF THE USING AGENCY:

(Using Agency Name)

FROM:

(Company Name) (City, State ZIP) (EIN/TIN No.)

(Address) (Email) (Telephone Number)

ADDENDA ISSUED:

(List Addenda Number(s) received above)

ARTICLE 1: General.

1.1 The undersigned, being familiar with the local conditions affecting the cost and performance of the Work and with the Request for Proposals (RFP) and associated Contract Documents, including Addenda, on file at the Owner's Office (State of Oklahoma OMES/CAM/DRES Construction and Properties), and in accordance with the provisions thereof, hereby proposes to affect the enclosed Technical, providing all management, design, construction, commissioning (if required by RFP), and related services and the provision of all material, equipment, tools and labor necessary to complete a fully functional and operational facility(s), for CAP Solicitation Number referenced above.

1.2 In submitting a proposal, it is understood that the right is reserved by the State of Oklahoma to reject any and all submissions, and it is agreed that this submission may not be withdrawn for a period of _____ (____) days after the date of closing of same. Work is to start within ten (10) days after receipt of Notice to Proceed / Work Order.

1.3 We propose to complete this Design-Build project within _____ (____) calendar days from the date of receipt of the Notice to Proceed.

ARTICLE 2: Compliance.

2.1 The Offeror certifies that:

2.1.1 they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices;

2.1.2 they, and all subcontractors and suppliers performing work on the Project, will comply with the provisions of the Oklahoma Taxpayer and Citizen Protection Act of 2007 and participate in the Status Verification System. The Status Verification System is defined in the Oklahoma Statutes, Title 25 §1312;

2.1.3 they will comply with the laws relating to public construction in the Oklahoma Statutes (Title 61) and the Oklahoma Administrative Code (Section 260, Chapter 65); and

2.1.4 they will comply with all State of Oklahoma Governor's Executive Orders, including those relating to the prohibited use of any and all tobacco product on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

ARTICLE 3: Statements.

3.1 Non-collusion Statement. For the purposes of a competitive submission for a public construction contract, the undersigned, being first duly sworn, certifies that:

3.1.1 I am the duly authorized agent of _____, the offeror submitting the competitive proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;

3.1.2 I am fully aware of the facts and circumstances surrounding the making of the proposals to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such proposals; and

3.1.3 Neither the offeror nor anyone subject to the offeror 's direction or control has been a party:

- a. to any collusion among offerors in restraint of freedom of competition by agreement to proposal at a fixed price or to refrain from proposing;
- b. to any collusion with any state 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 offerors and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

3.2 I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached

3.3 Business Relationship Statement.

3.3.1 I further certify that the nature of any partnership, joint venture or other business relationships presently in effect or which existed within one (1) year prior to the date of this statement with the Architect, Engineer, or other party of the project is:

(If none, so state; use additional sheet if necessary.)

3.3.2 That any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is:

(If none, so state; use additional sheet if necessary.)

3.3.3 And that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are:

(If none of the business relationships herein above mentioned exist, then a statement to that effect. Use additional sheet if necessary.)

OFFEROR:
 If awarded a contract, the offeror affirms that the work will be carried out in conformance with the contract requirements and that all invoices submitted for payment will reflect a true and accurate accounting of the work completed.

I solemnly swear or affirm, under penalty of perjury, that the foregoing is true and correct.

(Offeror Signature) *(Offeror Printed Name)* *(Offeror Printed Title)*