

**ARTICLE 1: Definitions.**

**1.1 Submission Documents** include the Solicitation for Design-Build Services Notice, these Instructions to Offerors, the submission forms, the betterments and deviations form, other sample contract forms, and the proposed contract documents including any Addenda issued prior to the receipt of Submissions.

**1.2 Addenda** are written or graphic instruments issued by the Using Agency prior to the execution of the contract, which modify or interpret the Submission Documents by additions, deletions, clarifications or corrections.

**1.3 A Submission** is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Submission Documents and Request for Proposal (RFP).

**1.4 The Technical Proposal** may consist of conceptual level presentation drawings, technical approach narratives and information regarding quality of materials and systems; refer to the RFP document for requirements. It must clearly define the proposed project scope and quality levels that the design-builder is offering to Owner in sufficient detail for the Owner and Offeror to mutually understand whether the proposal meets or exceeds the minimum solicitation requirements.

**1.5 The Prices Proposal** may consist of the total pricing and contract duration for which the Offeror offers to perform the work described in the Submission Documents; refer to the RFP document for requirements.

**1.6 Betterments and Deviations.** Betterments are items that are proposed that exceed the minimum performance specifications of the RFP. Deviations are items deemed necessary or might deviate from the performance specifications of the RFP. This form is to be included in the appropriate submission package(s) as required by these Request for Proposal (RFP) documents.

**1.7 An Option**, if any, is a unit of Work that the Owner may or may not exercise within the amount and specified time indicated in the Prices Proposal.

**1.8 A Unit Price**, if any, is an amount stated in the Submission as a price per unit of measurement for materials or services as described in the Submission Documents or in the proposed contract documents.

**1.9 An Offeror** is a person or entity that submits the requisite Proposals in response to the Request for Proposals (RFP).

**1.10 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](mailto:cap@omes.ok.gov).

**1.11 The Owner** is the State of Oklahoma, Office of Management and Enterprise Services, Capital Assets Management, 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 212, Oklahoma City, OK 73152.

**1.12 The Owner's Representative (AE1)** is the Licensed Architect, Licensed Landscape Architect, Registered Professional Engineer, or Certified Criteria Consultant under contract with the

State of Oklahoma for the purpose of preparing the RFP and RFQ, and monitoring the design-build process acting in the capacity as the Owner's Representative.

**1.13 The Using Agency** is the agency, board, commissions, offices, institutions, or other governmental bodies of the State of Oklahoma for which the project is to be procured on behalf of.

**ARTICLE 2: Pre-proposal Conference.**

**2.1** The Solicitation for Design-Build Services will indicate the date, time and place for a pre-proposal conference if one is to be held.

**2.2** The Pre-Proposal Conference is highly suggested and may be mandatory, refer to documents. Each prospective Offeror must be present at the meeting or represented by a full-time company employee or an independent agent authorized to represent the company. Failure to comply will disqualify that Offeror. 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-proposal meeting are non-binding. All clarifications, revisions or changes to the Submission documents will be included in written addenda and issued to each plan holder registered with the Owner.

**ARTICLE 3: Offeror's Pre-qualification and Certification.**

**3.1** Each Offeror, by making a Submission, represents that:

**3.2** The Offeror has read and understands the Submission Documents and the Submission is made in accordance therewith.

**3.3** The Offeror 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.

**3.4** The submitted Submission is based upon the performance specifications required by the Submission Documents without exception.

**ARTICLE 4: Submission Documents.**

**4.1 Copies**

**4.1.1** Offerors may obtain complete sets of the Submission Documents from the issuing office designated in the Solicitation for Design-Build Services Notice at the stated price, if any.

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

**4.2 Interpretation or correction of Submission Documents.**

**4.2.1** Offerors shall promptly notify the Using Agency and/or the Owner, as directed by the Request for Proposals (RFP) documents, of any ambiguity, inconsistency or error which they may discover upon examination of the Submission Documents or of the site and local conditions.

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

### **4.3 Addenda.**

**4.3.1** Addenda will be made available electronically to all who are known by the Using Agency to have received a complete set of Submission Documents from the Using Agency.

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

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

**4.3.4** Each Offeror shall ascertain prior to submitting his Submission that all Addenda were received, and acknowledge their receipt on Proposal Forms.

### **ARTICLE 5: Submitting Procedure.**

#### **5.1 Form and style of Submission.**

**5.1.1** Submissions shall be submitted on forms supplied with the Submission Documents obtained from the Owner.

**5.1.2** Offerors shall fill in all blanks on the proposal forms including all Addenda issued, and Unit Prices, if applicable.

**5.1.3** Where so indicated by the wording of the proposal forms, 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 proposal form by the Offeror is not permitted unless required by Addendum or specifications. Any required interlineation, alteration or erasure of entries must be initialed by the signer of the Offeror.

**5.1.5** Each copy of the Submission shall include the legal name of the Offeror and be signed by the person legally authorized to bind the Offeror to a contract.

#### **5.2 Submission of Proposals.**

**5.2.1** All of the copies of the Submission and any other documentation required to be submitted with the Submission shall be enclosed in a sealed, opaque envelope, box, or tube. The Submission shall be addressed to and delivered to the OMES/CAM Construction and Properties Department, Will Rogers Building, 2401 N. Lincoln Blvd. Suite 212, Oklahoma City, Oklahoma 73105-4402 or mailed to P.O. Box 53448, Oklahoma City, OK. 73152-3448, unless otherwise indicated within Documents. Place on the outside of the envelope required information as detailed on the Design-Build Checklist.

**5.2.2** The Offeror shall assume full responsibility for timely delivery at the location designated for receipt of Submissions.

**5.2.3** Submissions received more than ninety-six (96) hours before, excluding weekends and holidays, as well as Submissions received after the deadline for Submissions, will not be considered and will be returned unopened to the Offeror.

**5.2.4** Oral, telephonic or telegraphic Submissions are invalid and will not receive consideration.

#### **5.3 Modification, withdrawal or cancellation of Submissions**

**5.3.1** A Submission may not be modified, withdrawn or canceled by the Offeror after the time and date designated for the receipt of Submissions, and each Offeror so agrees in submitting a Submission.

**5.3.2** Withdrawn Submissions may be resubmitted up to the time designated for the receipt of Submissions provided they are in complete conformance with these Instructions to Offerors.

**5.3.3** Offerors may withdraw, change and resubmit their Submissions by appearing in person prior to the time set for the closing of the Submission period. Upon presenting proper picture identification, the sealed Submission will be returned to the Offeror. A new or changed sealed Submission will be accepted until the time designated for the closing of the Submission period.

### **ARTICLE 6: Consideration of Submissions.**

**6.1** Submissions will be received for evaluation. The submissions will not be opened publicly.

#### **6.2 Rejection of Submissions.**

**6.2.1** The State has the right to reject any or all Submissions and to reject a Submission not accompanied by the data required by the Submission Documents, or to reject a Submission which is in any way incomplete or irregular.

**6.2.2** The State will reject any Submission that is not signed by the authorized representative of the Offeror, and notarized and stamped by a Notary Public.

#### **6.3 Award of contract.**

**6.3.1** It is the intent of the State to award a contract to the Offeror on the basis of evaluation criteria as outlined in the Request for Proposals (RFP), provided the Submission has been submitted in accordance with the requirements of the Submission Documents and does not exceed the funds available. The State shall have the right to waive any informality or irregularity in any Submission or Submissions received and to accept the Submission or Submissions which, in its judgment is in the State's best interest.

**6.3.2** The State shall have the right to accept Betterments or Deviations in any order or combination and to determine the best value on the merits of the submission.

**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 One-hundred Thousand Dollars (\$100,000.00) 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 Design-Builder.

**7.1.3** All bonds must be on the forms prescribed and issued by the Owner to the successful Offerors 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 Design-Builder 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 shall be carried by the Design-Builder 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 Design-Builder.

**8.4** Refer to the Insurance Exhibit for the required type and amounts of Insurance.

**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 Offeror is found in the Submission Documents. No substitution, change, alteration or inter-lineation of the form by the Offeror is permitted.

**ARTICLE 10: Labor.**

**10.1** The Design-Builder shall comply with all State and Federal Laws in the employment and payment of labor.

**END OF INSTRUCTIONS TO OFFERORS**