

1.0 DEFINITIONS

1.1 The **Department** is the Construction and Properties Department of the Office of Management and Enterprise Services, Capital Assets Management.

1.2 Bidding Documents include the Solicitation for Bids, these Instructions for Bidders, the bid forms, other sample bidding and contract forms, and the proposed contract documents including any Addenda issued prior to the receipt of Bids.

1.3 Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A **Bid** 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 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 as the Base Bid, to which work may be added or from which work may be deleted for 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 from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted.

1.7 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.

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

1.9 A **Bidder** is a person or entity that submits a Bid.

1.10 The **Owner** is the State of Oklahoma represented by the Office of Management and Enterprise Services, Division of Capital Assets Management, Construction and Properties Department.

2.0 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 Department 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 Construction and Properties Department.

3.0 BIDDER'S REPRESENTATIONS AND PREQUALIFICATION

3.1 Each Bidder, by making a Bid, represents that:

3.1.1 The bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith;

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 **DCAM/CAP Form A305B**, describing required specialized experience, for approval to the Construction & Properties Department, fourteen (14) calendar days prior to the Bid Date. Printed and electronic forms are available on request from the Department or on the internet at www.ok.gov/DCS/Construction_&_Properties

4.0 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 Department 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 Department to have received a complete set of Bidding Documents from the Department. 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 Department.

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.

5.0 BIDDING PROCEDURE

5.1 Form and style of Bids

5.1.1 Bids shall be submitted on forms supplied with the Bidding Documents obtained from the Department.

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

5.1.3 Where so indicated by the wording of the 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 bid form by the Bidder 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 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 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 Department. 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 Fifty Thousand Dollars (\$50,000.00) 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 Division of 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 Department 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 of the copies of the Bid, the bid security, if any, and any other documentation required to be submitted with the Bid shall be enclosed in a sealed, opaque envelope. The Bid shall be addressed to and delivered to the Division of Capital Assets Management, 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. Place on the outside of the envelope the name of the Bidder, the project CAP Number, the words "Sealed Bid" and the date set for opening.

5.3.2 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

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 returned unopened to the Bidder.

5.3.4 Oral, 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.

5.4.3 Bidders may withdraw, change and resubmit their Bids by appearing in person prior to the time set for the closing of the Bid period. Upon presenting proper picture identification to the Administrator or an authorized representative, the sealed Bid will be returned to the Bidder. A new or changed sealed Bid will be accepted until the time designated for the closing of the Bid period.

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

6.0 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 216, 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 if they include a self-addressed, stamped envelope with their Bid or may pick up a copy of the abstract at the Department.

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, notarized and stamped by a Notary Public.

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.

7.0 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 Department.

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 Department 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 Department.

8.0 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.

9.0 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.

10.0 LABOR

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

11.0 DOCUMENTS FOR CONSTRUCTION

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

END OF INSTRUCTIONS TO BIDDER