# OMES logo Oklahoma Office of Management & Enterprise ServicesConstruction and Properties

BID FORM TEMPLATE

Capital Assets Management

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| PROPOSAL SUBMISSION | | | | | |
| Date  Click or tap to enter a date. | To the Owner:  State of Oklahoma  OMES CAM CAP  P.O. Box 53448  Oklahoma City, OK 73152-3448 | | Addendum numbers received and reviewed | | |
| [CAP website](https://oklahoma.gov/omes/divisions/capital-assets-management/construction-and-properties/about.html) |
| Submitted by Bidder: | | | | | |
| Entity name | | | | EIN/TIN | |
| Address | | | | | |
| Point of contact | | Email | | | Phone |
| Please submit this Bid Form along with the completed [CAP Form A305](https://oklahoma.gov/content/dam/ok/en/omes/documents/CAPFormA305.pdf).  The submittal requirement of fourteen (14) days prior to bid opening is waived.  **Section 5 – Financing** of CAP Form A305 is not required and may be omitted. | | | | | |
| ARTICLES | | | | | |
| In consideration of the mutual covenants and obligations contained herein, Owner, Using Agency, and Design-Builder agree as set forth herein. | | | | | |
| 1. **General.**    1. The undersigned, being familiar with the local conditions affecting the cost and performance of the work, and with the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum number(s) (listed above) on file at the Owner’s office (State of Oklahoma OMES CAM CAP) Denver Davison Building, 1915 N. Stiles Ave., Room 305, Oklahoma City, OK 73105, and in accordance with the provisions thereof, hereby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for CAP project number referenced above, for the sums listed below.    2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of Notice to Proceed/Work Order.    3. If the bid exceeds $100,000, it shall be accompanied by a certified check or a cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.    4. We propose to complete this work within       calendar days from the date of receipt of the Notice to Proceed/Work Order. 2. **Compliance.**    1. The Bidder certifies that:       1. They are an Equal Employment Opportunity Employer and do not discriminate in any of their business or employment practices.       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.       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).       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 products 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. 3. **Bids (resume).**   **Base Bid Schedule** **[add/delete rows as necessary].**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | No. | **Description** | **Qty** | **Unit** | **Unit Price ($)** | **Qty x Unit Price** | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | | **Total Base Bid Schedule:** | | | | |  |   **Base Bid:**  To furnish all necessary Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances to complete all the Work which is within these Contract Documents. Any required overtime and similar costs to complete the Project within the above stated days is included.  **Dollars (****)**   1. **Alternates.**   **Alternate Number 1 Bid Schedule [add/delete rows if necessary; delete table if n/a]**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | No. | **Description** | **Qty** | **Unit** | **Unit Price ($)** | **Qty x Unit Price** | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | | **Total Alternate Number 1 Bid Schedule:** | | | | |  |   **Alternate Number 1 Bid:**  To furnish all necessary Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances to complete all the Work which is within these Contract Documents. Any required overtime and similar costs to complete the Project within the above stated days is included.  **Dollars (****)**  **Alternate Number 2 Bid Schedule** **[add/delete rows if necessary; delete table if n/a]**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | No. | **Description** | **Qty** | **Unit** | **Unit Price ($)** | **Qty x Unit Price** | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | | **Total Alternate Number 2 Bid Schedule:** | | | | |  |   **Alternate Number 2 Bid:**  To furnish all necessary Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances to complete all the Work which is within these Contract Documents. Any required overtime and similar costs to complete the Project within the above stated days is included.  **Dollars (****)**  **Alternate Number 3 Bid Schedule** **[add/delete rows if necessary; delete table if n/a]**   |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | | No. | **Description** | **Qty** | **Unit** | **Unit Price ($)** | **Qty x Unit Price** | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | |  |  |  |  |  |  | | **Total Alternate Number 3 Bid Schedule:** | | | | |  |   **Alternate Number 3 Bid:**  To furnish all necessary Project Management, Superintendence, labor, machinery, equipment, tools, materials, supplies and appurtenances to complete all the Work which is within these Contract Documents. Any required overtime and similar costs to complete the Project within the above stated days is included.  **Dollars (****)**   1. **Unit Prices for Concealed or Unknown Conditions.**    1. Refer to General Conditions, Paragraph 4.3.6, “Claims for Concealed or Unknown Conditions.”    2. Unit Prices shall be submitted by the bidder for the purpose of establishing sums to be added to or deducted from the Contract due to concealed or unknown conditions. Unit prices shall cover the cost of materials in place including labor required, demolition, equipment, incidentals and services, overhead and profit required to render the same completed.    3. Unit Prices shall be within a competitive range of the current market value. The Owner shall be the sole judge of the competitive range determination.    4. Unit Prices are not a consideration for award of the Contract.    5. CAP Form G701, *Change Order*, shall be submitted, approved and executed before any work using unit prices is started. 2. **Statements.**    1. **Non-Collusion Statement**. For the purposes of a competitive bid for a public construction contract, the undersigned, being first duly sworn, certifies that:       1. I am the duly authorized agent of      , the Bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders 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.       2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid.       3. Neither the Bidder nor anyone subject to the Bidder’s direction or control has been a party: 3. To any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding. 4. 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. 5. In any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.    1. 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 employeeof the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which the statement is attached.    2. **Business Relationship Statement.**       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, state so.):      * + 1. 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, state so.):      * + 1. 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, state so.): | | | | | |

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| BIDDER SIGNATURE | |
| If awarded a contract, the bidder 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.  If awarded a contract, the bidder 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. | |
| Authorized representative name | Authorized representative title |
| Signature | Date  Click or tap to enter a date. |