

OSE Tip of the Day

A701 – Part 1

June 8, 2020

The purpose of the A701 is to inform Bidders 1) how to obtain bid documents, 2) how to submit requests for clarification and substitution, 3) how addenda are transmitted, 4) how to submit bids, and 5) about post bid information. It also addresses bid security, modifying or withdrawing bids, and performance & payment bonds. During my review of the instructions that accompany the purchased A701, AIA suggests the use of the AIA G612, Part B when completing the A701. Though not required by OSE, the G612 does memorialize many of the decisions that need to be made concerning the bidding procedures.

Article 1 of the A701 provides definitions for terms that will be used during the bidding process and through the life of the project. For example, the “Contract Documents” consist of the Agreement and Exhibit (A101), Conditions of the Contract (A201), Drawings, Specifications, all Addenda, and other documents noted in Article 8 of the A701. Notice then that the advertisement, Instructions to Bidders (A701), supplemental bid instructions, the bid form and any other bidding information is not a Contract Document, but is considered “Bidding Requirements”. The Bidding Requirements and Contract Documents are compiled to be defined as the Bidding Documents.

Article 2 is an alert to the bidder. This article is a representation to the Owner that the bidder certifies, has read, and understands various items in preparing its bid. For example, in Section 2.1 the bidder is representing that he/she:

1. Has read and understands the Bidding Documents,
2. Understands how this project relates to adjacent projects,
3. Bid complies with the Bidding Documents,
4. Has visited the site to become familiar with local conditions that could affect the bid,
5. Bid is based on the materials and equipment required by the Bidding Documents, and
6. Understands the provision for liquidated damages noted in the A101.

One other important representation to note is in Section 2.2.6. Here the bidder is certifying as to any debarment, suspension, or inability of the firm to be awarded any state or federal contract. Obviously this is a responsibility certification, and it's not just responsibility in our state.

Next week, Part 2.