



# AIA® Document A701® – 2018

## Instructions to Bidders

for the following Project:  
(Name, location, and detailed description)

Central Booking Relocation  
3400 Concord Road  
York, PA 17402

### THE OWNER:

(Name, legal status, address, and other information)

York County Board of Commissioners  
28 East Market Street  
York, PA 17401

### THE ARCHITECT:

(Name, legal status, address, and other information)

BASCO Associates dba Buchart Horn Architects  
The Russell E. Horn Building  
445 West Philadelphia Street  
York, PA 17401-3383

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### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.



## **ARTICLE 1 DEFINITIONS**

§ 1.1 Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Advertisement for Bids, Instructions to Bidders, the bid form, or other bid security, the Non-Collusion Affidavit, the Contractor's Qualifications Statement, and other sample bidding and contract forms. The proposed Contract Documents consist of the Bidding Requirements, the unexecuted form of Agreement between the Owner and Contractor, Performance and Payment Bonds, Conditions of the Contract, General Conditions, Prevailing Wage Rates, PA Public Works Employment Verification Act Forms, Drawings, Specifications and all Addenda issued prior to execution of the Contract and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work 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, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

## **ARTICLE 2 BIDDER'S REPRESENTATIONS**

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

## **ARTICLE 3 BIDDING DOCUMENTS**

### **§ 3.1 Distribution**

#### **§ 3.1.1 Bidders**

*(Paragraphs deleted)*

may obtain complete sets of the Bidding Documents at no cost online via the PennBid Program ([www.PennBid.net](http://www.PennBid.net)).

*(Paragraphs deleted)*

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 No license or grant of use is conferred by distribution of the Bidding Documents.

### § 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make a request via Penn Bid's "Questions" tab, which shall reach the Architect at least seven days prior to the date for receipt of Bids.  
(Paragraphs deleted)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

### § 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

(Paragraphs deleted)

§ 3.3.2 No substitutions will be considered prior to receipt of Bids.

### § 3.4 Addenda

§ 3.4.1 Addenda will be

(Paragraphs deleted)

posted within PennBid's "Document" tab.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

## ARTICLE 4 BIDDING PROCEDURES

### § 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted

(Paragraphs deleted)

electronically within PennBid's "Bids" tab.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "\$0.00" .

§ 4.1.8 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

§ 4.1.9 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid.

§ 4.1.10 Bidders shall notify and schedule visits to the site with Facilities Manager, William Wagner, WWagner@YorkCountyPA.gov, (717)840-7203. Bidders shall provide a minimum of forty-eight (48) hours advance notification for purposes of scheduling on-site visits.

§ 4.1.11 The lands upon which the Work is to be performed, rights-of-way for access thereto, and other lands designated for use by Contractor in performing the Work are identified in the Drawings.



§ 4.1.12 The submission of a Bid will constitute a representation by the Bidder that he has complied with every requirement of this Article and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

§ 4.1.13 The Owner has established alternate bids for certain items as part of the Project. In evaluating the responsiveness of the Bid, and as a factor in considering award of the Contract, the Owner will review the Base Bid, unit prices and alternates.

§ 4.1.13.1 Contingent unit price items work is work not shown on the Contract Drawings and shall be performed only at the direction of the Architect.

## § 4.2 Bid Security

*(Paragraphs deleted)*

§ 4.2.1 Each Bid shall be accompanied by a bid security in the form and amount required if so stipulated in the Instructions to Bidders. The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and will furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds or certificates insurance, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 A surety bond shall be written on AIA Document A310™, Bid Bond, in the amount of 10% of the Bidder's Base Bid price, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of the power of attorney.

§4.2.2.1 All bonds submitted as Bid Security shall be written on the enclosed Bid Bond only and shall be executed by surety companies legally authorized to do business in Pennsylvania. Such surety companies shall also be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in current Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-In-Fact who sign Bid Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds, bearing the same date as the bonds.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning thirty days after the opening of Bids, withdraw its Bid and request the return of its bid security.

## § 4.3 Submission of Bids

### § 4.3.1

*(Paragraphs deleted)*

Sealed Bids shall be submitted electronically via the PennBid Program ([www.PennBid.net](http://www.PennBid.net)) by the date and time indicated in the Advertisement for Bids.

*(Paragraphs deleted)*

§4.3.2 Documents to be submitted along with the Bid are the Bid Bond, the Contractor's Qualification Statement, and the Non-Collusion Affidavit.

§4.3.3 The two (2) lowest Bidders shall submit original signed and notarized paper copies of the Bid Bond, Contractor's Qualification Statement and Non-collusion Affidavit submitted electronically to the Architect three (3) days after bid opening.

#### **§ 4.4 Modification or Withdrawal of Bid**

**§ 4.4.1** A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting a Bid, except in accordance with 73 P.S. §1602.

**§ 4.4.2** Bids may be modified or withdrawn via the PennBid Program at anytime up to the date and time indicated in this Advertisement for Bids.

*(Paragraphs deleted)*

### **ARTICLE 5 CONSIDERATION OF BIDS**

#### **§ 5.1 Opening of Bids**

An abstract of the Bids may be made available to Bidders.

#### **§ 5.2 Rejection of Bids**

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

#### **§ 5.3 Acceptance of Bid (Award)**

**§ 5.3.1** Bids shall remain open for a period of 60 days from the date of bid opening unless award is delayed by a required approval from a governmental agency, the sale of bonds, or the award of a grant or grants, in which event the bids shall remain open for a period of 120 days from the date of bid opening. The Owner will either award the contract within the applicable time period or reject all bids, returning the bid security to the bidders. The apparent lowest responsible and responsive bidder and the Owner may mutually agree in writing upon an extension of the time period for accepting the bids. The Owner shall have the right to waive formalities and irregularities in a bid received and to accept the bid which, in the Owner's judgement, is in the Owner's best interest.

**§ 5.3.2** Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

### **ARTICLE 6 POST-BID INFORMATION**

*(Paragraphs deleted)*

#### **§ 6.3 Submittals**

**§ 6.3.1** After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

**§ 6.3.2** The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

**§ 6.3.3** Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

**§ 6.3.4** Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

## **ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND**

### **§ 7.1 Bond Requirements**

§ 7.1.1 The Bidder shall furnish bonds or irrevocable letters of credit covering the faithful performance of the Contract and payment of all obligations arising thereunder. If it is the intent of a Bidder to furnish irrevocable letters of credit, the Bidder must notify the Architect not less than 10 days prior to bid opening so that the Architect may issue an addenda with the required forms for such letters of credit

§ 7.1.2 The furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

*(Paragraph deleted)*

### **§ 7.2 Time of Delivery and Form of Bonds**

§ 7.2.1 The Bidder shall deliver the required bonds and insurances to the Owner prior to the execution of the Contract. Work may not commence prior to execution of the Contract.

§ 7.2.2 Performance and payment financial security (bonds or letters of credit) shall be provided using the forms in the Bidding requirements. Substitute forms are not acceptable.

§ 7.2.3 The bonds and insurances shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

## **ARTICLE 8 FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR**

Unless otherwise required in the Bidding Documents, the Agreement for the Work will be written on AIA Document A101, Standard Form of Agreement Between Owner and Contractor Where the Basis of Payment Is a Stipulated Sum.

## **ARTICLE 9 NON-COLLUSION AFFIDAVIT**

§9.1.1 The Non-collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-rigging Act, 62 Pa. C.S. §4501 et seq., governmental agencies may require Non-collusion Affidavits to be submitted together with bids.

§9.1.2 The Non-collusion Affidavit must be executed by the member, officer, or employee of the BIDDER who makes the final decision on prices and the amount quoted in the bid.

§9.1.3 Bid-rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the BIDDER with responsibilities for the preparation, approval or submission of the bid.

§9.1.4 In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents and an affidavit must be submitted separately on behalf of each party.

§9.1.5 The term "complementary bid" as used in the affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid and any other form of bid submitted for the purpose of giving a false appearance of competition.

§9.1.6 Failure to file an affidavit, as provided in Section 00 45 19 and in compliance with these instructions, will result in disqualification of the bid.

#### **ARTICLE 10 PENNSYLVANIA PUBLIC WORKS EMPLOYMENT VERIFICATION ACT**

Refer to Section 00 73 00.55 and Section 01 10 00, Summary for Contractor and Subcontractor requirements to comply with the Commonwealth of Pennsylvania Public Works Employment Verification Act.

*(Table deleted)(Paragraphs deleted)(Paragraphs deleted)*

