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## **ConsensusDocs™ 271** **INSTRUCTIONS TO BIDDERS ON PUBLIC WORK (Optional Unit Price)**

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## ConsensusDocs 271

### INSTRUCTIONS TO BIDDERS ON PUBLIC WORK (Optional Unit Price)



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#### ARTICLE 1 DEFINITIONS

1.1 "Agreement" shall mean the current edition of ConsensusDocs 210, Standard Agreement and General Conditions Between Owner and Constructor for a Public Works Project (Optional Unit Price).

1.2 The "Design Professional" means the licensed architect, design professional or engineer and its consultants, retained by Owner to perform design services for the Project. Owner's Design Professional for the Project is: [ ].

1.2 The Bid is a complete and executed proposal submitted in accordance with the Bidding Documents to perform the Work for the amount(s) and time frame(s) stipulated.

1.3 The Bidder is the person or entity that submits a Bid.

1.4 The Bidding Documents include the Invitation to Bid, these Instructions to Bidders with attached exhibits, the Bid Form and the proposed Contract Documents.

1.5 The Conformed Document is the Agreement as initially issued to Bidders with subsequent prebid Addenda incorporated into the Agreement to make a more readable Agreement.

1.6 The Contract Documents consist of the Agreement, the drawings, specifications, addenda, information that is furnished by Owner and (a) indicated that it is intended to be a contract document, (b) to be relied upon, or (c) a written report pertaining to hazardous materials.

1.7 The Owner is [ ].

1.8 The Owner's Representative is [ ].



1.9 The Project is the building, facility or other improvements, or a portion thereof, which is the subject of the Bid. In particular, the Project is [\_\_\_\_\_].

1.10 The Successful Bidder is the Bidder who is selected by Owner to receive the award.

1.11 The Work means the construction and services necessary or incidental to fulfill the Successful Bidder's obligations for the Project in conformance with the Contract Documents.

1.12 The Worksite means the geographical area at the location of the Project where the Work is to be performed.

## ARTICLE 2 PRE-BID PROCEDURES

2.1 BIDDING DOCUMENTS Bidders shall obtain [\_\_\_\_\_] ([\_\_\_\_\_] sets of Bidding Documents from Owner at the following location: [\_\_\_\_\_].

A set of the Bidding Documents, as well as any addenda issued prior to the opening of Bids, shall be available for inspection at the above location.

2.1.1 Bidders will deposit the following sum in order to obtain sets of the Bidding Documents: [\_\_\_\_\_] (\$[\_\_\_\_\_]). The Bidder's deposit shall only be refunded to all parties, provided the Bidding Documents are returned in good condition to Owner within thirty (30) Days of the opening of Bids.

2.1.2 Owner shall make Bidding Documents by either:

- (a) Allowing anyone to obtain the documents for a deposit price and publishing a list of document holders so all potential Bidders at any level know who is interested enough to get plans. Owner shall refund the deposit price to document holders who return a complete set of Bidding Documents in good condition within 30 days after the Bid opening;
- (b) Providing sets to plan rooms whose members may view the documents; or
- (c) Providing the Bidding Documents to the Constructor/General Contractor to distribute to subcontractor and suppliers.

2.1.3 ADDENDA Any addenda to the Bidding Documents issued prior to the opening of Bids shall be issued to all Parties on record as having deposited the sum required by section 2.1.1 and received the Bidding Documents.

2.1.4 Owner shall not issue any partial or incomplete sets of the Bidding Documents. Each Bidder shall be responsible to ensure that it has obtained and is using a complete set of the Bidding Documents and any addenda issued prior to the opening of Bids. Owner shall not be responsible for any errors or omissions of a Bidder who fails to use a complete set of the Bidding Documents and any addenda issued prior to the opening of Bids.

2.2 EXAMINATION OF THE BIDDING DOCUMENTS AND WORKSITE The Bidder shall carefully study and examine the Bidding Documents and the Worksite. Any errors, omissions, or inconsistencies discovered in the Bidding Documents shall be promptly reported to Owner, or if directed by Owner, to its Design Professional.



2.2.1 A meeting will be held at the Worksite or otherwise designated site to enable Bidders to inspect the Worksite. Documents describing the Worksite and conditions at the Worksite including geotechnical reports and drawings of the Worksite indicating underground utilities, collectively the "Site Documents," are available for review at [ ]. Provided the Bidder attends the scheduled Worksite inspection described herein, permission to make additional visits to inspect the Worksite shall be obtained in advance from Owner's Representative. Additional access to the Worksite may not be available.

2.2.2 Any questions or requests for clarification or interpretation of the Bidding Documents shall be submitted in writing to Owner, or if directed by Owner, to its Design Professional, no later than [ ] ([ ]) Days prior to the scheduled opening of Bids. Replies, clarifications or interpretations shall be issued by Owner, or if directed by Owner, by its Design Professional, as written addenda to the Bidding Documents. Oral replies, clarifications, or interpretations shall not be binding, and Bidders shall not be entitled to rely on them.

2.3 SUBSTITUTIONS Bidders wishing to obtain approval for the use of unspecified products or systems shall submit a written request at least [ ] ([ ]) Days before the opening of Bids to Owner's Representative. Requests for substitutions shall describe in detail the product or system for which approval is sought and include all data or information, including drawings necessary to evaluate the request. Requests for substitutions shall also include, as applicable, the costs for design and installation changes required by the substitution as well as any impact on other portions of the Work.

2.3.1 Any proposed substitution approved by Owner prior to the opening of Bids shall be set forth in a written addendum to the Bidding Documents.

2.4 If required by Owner, the Bidder shall provide a statement of Constructor's qualifications on ConsensusDocs 221, Contractor's Statement of Qualifications for a Specific Project, within [ ] ([ ]) Days of Owner's written request.

2.5 SALES AND USE TAXES Owner:

[ ] is exempt from the State sales and use taxes on materials and equipment to be incorporated in the Work; Exemption No. [ ] and therefore such taxes shall not be included in the Bid price.

[ ] is not exempt from sales and use taxes.

2.6 NONDISCRIMINATION Bidders on this Work [ ] will [ ] will not be required to comply with the President's Executive Order Number 11246. Requirements for Bidders under this order are explained in the specifications.

2.7 WAGES For this Agreement, the prevailing wage rates:

[ ] of the State do apply  
[ ] of the Department of Labor, found at 29 CFR 5.5(a) apply  
[ ] do not apply.

2.8 EQUAL EMPLOYMENT OPPORTUNITY This project [ ] does [ ] does not require the following notices in the solicitation of Bids as a federal assisted construction contract exceeding \$10,000 pursuant to 41 CFR 60-4 published April 7, 1978 and amended October 3, 1980, requires that the enclosed "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity" (Executive Order 11246)



### ARTICLE 3 BID SUBMISSION

3.1 FORM OF BID The Bid shall be submitted on the Bid Form included with the Bidding Documents.

3.1.1 The Bidder shall complete all blanks on the Bid Form in ink or in a computer printout that is acceptable to Owner.

3.1.2 The Bid Forms provided by Owner shall be used to submit the Bid.

3.1.3 The Bidder shall initial by the signer of the Bid any interlineations, alterations, and erasures.

3.1.4 The Bid shall state the legal name of the Bidder, what type of business entity Bidder is, appropriate Contractor License number, and shall be executed by an individual legally authorized to bind the Bidder to an Agreement.

3.1.5 The Bid shall be enclosed, together with any required Bid security, in a sealed envelope and an outer envelope, marked with the name of the Bidder, the name of the Project and, if applicable, the portion of the Project that is the subject of the Bid.

3.1.6 The Bid shall be submitted to [ ] by [ ].

3.1.7 Owner [ ] shall / [ ] shall not accept any oral, telephonic, telegraphic or electronic Bids.

3.2 BIDDER'S REPRESENTATIONS In submitting its Bid, the Bidder represents that:

3.2.1 Bidder has read and understands the Bidding Documents and all addenda issued prior to the opening of Bids;

3.2.2 the Bid is made in accordance with the Bidding Documents and all addenda;

3.2.3 Bidder has visited the Worksite or has had the opportunity to visit the Worksite to become familiar with local conditions, as well as any federal, state, and local laws and regulations, that may affect the performance of the Work. Bidder has reviewed all of the Site Documents made available by Owner.

3.3 BID SECURITY Each Bid submitted shall be accompanied by Bid Security in the amount of five percent (5%) of the Bidder's Bid price in the form of a certified or bank check, or a Bid Bond, in the form attached, by a surety acceptable to Owner, binding the Bidder to enter into the proposed Agreement and, if required, procure performance and payment bonds in the penal sum of one hundred percent (100%) of the contract price in the form attached.

3.3.1 The Bid Security of the Successful Bidder shall be retained until the Successful Bidder has entered into the proposed Agreement and, if required, has procured the required bonds.

3.3.2 If a Successful Bidder refuses to enter into the proposed Agreement or fails to furnish the required bonds, the Bid Security shall be forfeited to Owner up to its full amount in order to pay to



Owner the difference between the amount of the Successful Bidder's Bid and the next highest Bidder or five percent (5%) of the Successful Bidder's Bid price, whichever is less.

3.3.3 Owner shall have the right to retain the Bid Security of any Bidder to whom an award is reasonably being considered until such time as the:

3.3.3.1 Agreement has been executed and required bonds furnished; or

3.3.3.2 required time has elapsed for the withdrawal of Bids; or

3.3.3.3 Owner has rejected all Bids.

### 3.4 MODIFICATION OR WITHDRAWAL OF BIDS

3.4.1 Prior to the Bid opening, a submitted Bid may be modified or withdrawn upon written notice to Owner. A withdrawn Bid may be resubmitted up to the date and time of the Bid opening, provided it is fully in accordance with the Bidding Documents.

3.4.2 Within twenty-four (24) hours after the Bid Opening, a Bidder may withdraw its Bid upon written notice to Owner demonstrating to the reasonable satisfaction of Owner that a material and substantial mistake was made in the preparation of the Bidder's Bid. Upon such showing, the Bidder's Bid Security shall be returned.

3.4.3 If Bidder withdraws Bid and Owner decides to reject all Bids and rebid the Project, any Bidder who withdrew its Bid prior to Owner rejecting all Bids may not be allowed to submit a Bid for the rebid Project.

## ARTICLE 4 BID REVIEW AND AWARD

4.1 OPENING OF BIDS All timely and properly received Bids shall be opened on [ ] or within [ ] ([ ]) Days from submission of Bids. [alternate "Bids will be opened at a public meeting immediately after the time of receipt of Bid and values read aloud"]

4.2 A summary of the Bids will be made available to Bidders after the opening of Bids.

4.3 For unit price extension, if there is a discrepancy between the unit price and the extended total price, the unit price shall govern, and the extended total price will be properly calculated.

4.4 INFORMAL AND UNBALANCED BID Any alteration, interlineation, or erasure by the Bidder in the Bid Form or other parts of the contract documents, as originally issued to the Bidder, shall render the accompanying Bid informal and may constitute cause for rejection. Bids that are unbalanced so that each item does not reasonably carry its own proportion of cost or that contain inadequate or unreasonable prices for any item may be rejected. Bids which have not acknowledged receipt of all addenda to the Bid documents may also be rejected.

4.5 ONLY ONE BID ACCEPTED Owner will accept only one Bid for the same work from any one Bidder. This includes Bids that may be submitted under different names by one firm or corporation. Evidence of collusion among Bidders shall be grounds for exclusion of any Bidder who is a participant in any such collusion.

4.6 All Bids shall remain subject to acceptance for [ ] ([ ]) Days after submission of Bids. Except as provided in section 3.4, no Bid may be withdrawn or modified after the Bid opening except





where the award of Agreement has been delayed for [ ] ([ ]) Days. Owner shall have the right to release any Bid and return the Bid Security prior to the expiration of this period.

4.7 REJECTION OF BIDS Owner shall have the right to reject any Bids that do not comply with the requirements stated as a basis of award.

4.8 WAIVER OF INFORMALITIES AND IRREGULARITIES Owner shall have the right to waive informalities or irregularities in a Bid received.

4.9 CONSIDERATION OF BIDS Owner may prequalify Bidders.

4.10 AWARD Owner may issue a notice of award to the Successful Bidder. The notice of award shall be accompanied by the Agreement and other Contract Documents previously contained in the Bidding Documents.

4.10.1 The Contract Documents may be Conformed Document.

4.11 EXECUTION OF AGREEMENT The Successful Bidder shall execute the proposed Agreement and proceed with the Work in accordance with the Agreement and the Contract Documents.

4.12 OWNER'S FINANCIAL INFORMATION Prior to execution of the Agreement, the Successful Bidder may request Owner to provide evidence of Project financing. The Successful Bidder shall not be required to execute the proposed Agreement until such information is furnished, and Owner shall not be entitled to make any claim against Bidder, the Bid Security, or Bidder's surety furnishing the Bid Bond, if any.

4.13 INSURANCE Within [ ] Days after the award, the Successful Bidder shall provide proof of insurance.

## ARTICLE 5 BIDDING DOCUMENTS

The Bidding Documents are as follows: [ ].

END OF DOCUMENT.



**Exhibit A to ConsensusDocs 271**  
**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The Constructor certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three (3) year period preceding this application/proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three (3) year period preceding this application/proposal had one or more public transaction (federal, state, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five (5) years, or both.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

