

## **Action of Bids**

### **Honor Low Qualified Bid**

It is recognized that the competitive bidding system in which contracts are awarded to the lowest responsible bidder, has brought great benefits to the public and the construction industry and that awarding contracts to other than the lowest responsible bidder will tend to weaken this system. Wherever the terms "low bidder," "lowest qualified bidder" or "lowest responsible bidder" are used in this document, they are understood to mean the lowest qualified, responsible and responsive bidder.

Therefore, all who are concerned with the preparation, acceptance, or disposition of bids should honor the lowest responsible bid, provided that it is in accordance with the contract documents, and refrain from any action which would cause the contract to be awarded in violation of this principle.

### **Action on Bids**

The bidding documents should state the number of days which the Owner shall require to act on bids. This action should be within ten days of the opening of bids or, at the most, thirty days.

### **Completion Time**

If time of completion is of the essence of the contract, the Architect or Engineer should set a realistic completion date based on existing conditions at the site, and each bidder should provide in his bid all costs necessary to complete the project on or before the time stated.

When the Architect or Engineer requests the Contractor to estimate the completion time on his proposal, this should not be a determining factor in awarding the contract.

The Owner should be advised that strikes, "Acts of God," and other situations beyond the control of the Contractor and Architect or Engineer may extend the time of completion and that the Contractor and Architect or Engineer cannot be held responsible for such delay.

### **Changes**

Minor changes required before signing of contract should be negotiated only with the successful bidder. If major changes are necessary, the original bids should be rejected and new bids should be secured on the basis of revised drawings and contract documents. It is recognized that on private work, the Owner has more latitude to negotiate than on public work.