

Montgomery County Public Schools Facilities
DIVISION 0 - CONDITIONS OF THE CONTRACT

SECTION 00200 - INSTRUCTIONS TO BIDDERS - MCPS CONSTRUCTION MANAGER VERSION

Described below are general and specific instructions provided to assist bidders in the responsible preparation of complete bids. However, it is imperative that each bidder become familiar with all aspects of the Contract Documents in recognition that only the detailed requirements contained therein shall serve as the basis of compliance for a particular project. General instructions for preparing construction bids with Montgomery County Public Schools are as follows:

PART 1 - BIDS

- 1.1 Lump sum sealed bids will be received by the Montgomery County Board of Education for the construction of the facility. Bids are due at the time, date, and place stated in Section 00020, "Notice to Contractors."
- 1.2 Bids are to be submitted in duplicate in the form of one original and one copy, on the Contractor's business stationery.
- 1.3 No bid may be withdrawn within sixty (60) days after the actual date of the bid opening. The Owner retains the right to accept a bid within sixty (60) days of bid opening without an increase in bid price or change in time of Project completion.
- 1.4 Bids withdrawn for any reason after bid opening, or Contractors who fail to enter into a Contract, will be determined not responsible and not permitted to rebid the project. The Owner retains the right to consider bid withdrawals or requests for withdrawal in evaluating the Contractor's responsibility on future solicitations.
- 1.5 Prices shall be clearly written. Anything other than a price shall be deemed "no cost to the Owner."

PART 2 - DRAWINGS AND SPECIFICATIONS

- 2.1 **Approved** contractors may secure a loan of up to three (3) sets of drawings and specifications upon depositing **Hundred Dollars (\$** **)** per set. Only those who submit prime bids may obtain refund of deposits on the three (3) sets of drawings and specifications by returning documents in good condition no later than 10 days after bids have been opened.
- 2.2 Once a Contractor has obtained an initial three (3) sets of drawings and specifications, additional sets may be obtained for a fee of **\$** per set of drawings and specifications on which no refund will be made.
- 2.3 Subcontractors desiring documents may procure one (1) set for a deposit of **\$** , refundable by returning documents in good condition no later than 10 days after bids have been opened.
- 2.4 Portions of drawings and specifications will not be made available to any Contractor or Subcontractor. It is required that all Contractors and Subcontractors desiring drawings and specifications procure an entire set.

PART 3 - INSPECTION OF SITE

- 3.1 Bidders shall visit the site and become familiar with the local site conditions under which the Work is to be performed. Bidders represent and warrant for themselves and any relevant Subcontractors intended to be employed on the Project, that all nature of the Work set out in the drawings and specifications has been observed, that there have been opportunities to inquire about site conditions including public right-of-ways and areas adjacent to the site which might affect the Work, and that their proposal has been prepared with the requisite understanding of the Project and site conditions. The site visits will be limited between hours of 3:00 p.m. to 7:00 p.m., Monday through Friday, exception of MCPS holidays.
- 3.2 Failure to become familiar with the site will not relieve a successful bidder of the obligation to furnish all

materials, labor and services necessary to carry out the provisions of the drawings and specifications, and to complete the contemplated Work for the consideration set forth in his bid.

PART 4 - INTERPRETATION

4.1 Should a bidder be in doubt as to the meaning of any notations shown on the Construction Documents, or should any discrepancy or omission be discovered, the Architect shall promptly be notified in writing. All bidders will be notified, in writing, by means of addenda. The Board of Education will not be responsible for any explanations or interpretations of the Contract Documents in any form of communication other than written addenda distributed to all bidders.

4.2 A bidder shall be presumed to have familiarity with site conditions and to understand the meaning of all notations shown on the Construction Documents, unless clarification is sought in the above manner.

4.3 All systems in all divisions are to be bid and constructed as wholly closed, connected, and fully working systems. Any doubts by the Contractor as to the intent of the Construction Documents for such total systems must be verified before bidding.

4.4 Each trade or subcontractor will be deemed to have familiarized itself with all Construction Documents of this project, including Architectural, Structural, Mechanical, Electrical, and Site Work drawings so as to avoid coordination errors, omissions, and misinterpretations. No additional compensation will be authorized for alleged errors, omissions, or misinterpretations as a result of failure to observe this requirement.

4.5 Where a device or piece of equipment is referred to in the singular number, such reference shall be deemed to apply to as many devices as are required to complete the installation.

PART 5 - BID BONDS

5.1 Each bid must be accompanied by a bid bond on an AIA Document A-310 Bid Bond from a surety company authorized to transact surety business in the State of Maryland and have at least an A Minus rating with A. M. Best, properly executed in favor of the Owner for not less than ten percent (10%) of the amount of the largest possible total of bids submitted.

5.2 Bid bonds will be returned within forty-eight (48) hours after the Owner and the successful bidder have executed the Contract. If no Contract has been executed within sixty (60) calendar days after the opening of bids, an unsuccessful bidder may demand return of the bid bond any time thereafter.

5.3 The bonding company furnishing the bid bond shall attach to the bid bond, or deliver to the Owner within two working days of the bid opening, the following statement, signed by an authorized representative of the bonding company:

"As surety for the _____ (Name of Contractor) _____, _____ (Name of Bonding Company) _____ hereby agrees to furnish the 100 percent Performance and Payment Bonds, as required by the specifications for _____ (Name of Project) _____, on behalf of the Contractor, in the event that such firm be the successful bidder for this project."

Power of Attorney, properly executed, shall accompany bid bond and bond agreement outlined above if agreement is submitted separately.

PART 6 - PERFORMANCE AND PAYMENT BONDS

6.1 At the time of execution of the Contract, the successful bidder shall deliver to the Construction Manager two (2) copies each of the following:

A Performance Bond in the amount of One Hundred percent (100%) of his Contract Price covering faithful performance of the Contract.

- B. Payment Bond in the amount of One Hundred percent (100%) of the Contract Price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
- C. Power of Attorney, properly executed, shall accompany bonds.

6.2 The Performance Bond and the Payment Bond shall be submitted on AIA Document A312. The surety company must be authorized to transact business in the State of Maryland, and have at least an A Minus rating with A. M. Best.

6.3 The cost of these bonds shall be included in the amount of the bids.

6.4 Status inquiries from the bonding company should be sent to the Construction Manager, _____

PART 7 - FORFEIT OF SECURITY

7.1 Failure to Enter Into Contract:

If the bidder fails to execute and deliver the Contract and performance bond within ten (10) working days of notice of acceptance of his bid, the security deposited with the bid shall be forfeited to the Owner as liquidated damages for such failure or refusal. Forfeiture of the security notwithstanding, the Owner reserves the right to seek additional damages for Contractor's failure to execute the Contract.

PART 8 - TIME OF COMMENCEMENT AND TIME OF COMPLETION

8.1 Administrative Work shall be started within ten (10) working days after the Notice to Proceed. On-site Work may not begin before the Owner vacates the facility on or about _____, and the entire Work shall be substantially complete on or before _____.

PART 9 - LIQUIDATED DAMAGES

9.1 A clause will be inserted in the Contract Between the Owner and Contractor stating, that, from the compensation otherwise to be paid, the Owner may retain the sum of Two Thousand Five Hundred Dollars (\$2,500) for each calendar day up to 30 days of delay beyond the completion date of each phase of the project as stipulated in the Contract Documents, and Five Thousand Dollars (\$5,000) a day for each calendar day thereafter without limitation. The calculation of liquidated damages will begin again with each phase provided the previous phase has been completed.

9.2 A clause will be inserted in the Contract Between the Owner and Contractor stating that, from the compensation otherwise to be paid, the Owner shall retain the sum of Five Hundred Dollars (\$500) for each calendar day beyond the 60th day after Substantial Completion for failure to complete all Contract requirements.

9.3 The time in which the Contractor agrees to complete the Work is the essence of the Contract and failure to complete within the time specified will entitle the Owner to deduct and retain out of monies which may be due the Contractor under this Contract, the sum stated above and in the proposal form for each calendar day in excess of the time stated, including Sundays and legal holidays. The sum shall not be applied as a penalty but as a sum reasonably calculated and mutually agreed upon to compensate the Owner for the actual, direct, indirect, and consequential damages suffered by the Owner because of the Contractor's failure to complete the work within the Contract time.

PART 10 - BID ALTERNATES

10.1 Include prices for all bid Alternates as described in Section 01230, "Alternates", of this manual.

10.2 Bidder-originated Alternates or qualifying statements will not be considered. The Owner shall have the

right to accept Alternates in any order or combination.

PART 11 - INFORMATION PRICES

11.1 Since capital construction projects are partially funded by the State of Maryland, information prices are requested for certain items of Work or equipment as stipulated by State guidelines. Where requested, information prices shall be provided which reflect the most accurate cost of those items available.

11.2 Within two (2) working days after notice to proceed, the Contractor must provide the following list of information prices to MCPS. The informational prices are to be used for accounting purposes by the Owner and will in no way affect the award of the total Contract to the lowest qualified bidder. The Contractor's first requisition for payment will be withheld until requested prices have been submitted.

A. SITE WORK

1. Cost of on-site improvements, exclusive of excavation necessary to construction of the building, including site lights, paving, lawns and landscaping.
2. Cost of off-site improvements including off-site storm water management improvements.

B. COST FOR ITEMS INELIGIBLE FOR STATE FUNDING

1. Mobile equipment and furnishings not permanently installed
2. Projection Screens if not mounted on walls or ceilings
3. Gym equipment - climbing ropes, wall-mounted chinning bars, horizontal bars, volleyball and badminton equipment, divider curtains, ceiling mounted rings, archery nets, wallpads
4. Unit kitchens/kitchen equipment in staff rooms
5. Kitchen equipment - Loose pieces (no fixed connections) other than serving counter, station-cashier, cold food and warm food stations
6. Art room spray booth
7. T.V. Studio Cyclorama Curtains, Shower Curtains, and Cubicle Curtains
8. Moveable Metal Storage Shelving
9. Folding and Portable Risers

C. COST OF OWNER'S LIABILITY INSURANCE, PROVIDED BY THE CONTRACTOR.

PART 12 - PROCEDURES FOR TIE BIDS

12.1 Tie bid occurs when two or more bids, plus accepted Alternates, if any, are exactly the same amount. In the event of a tie bid, preference in the award of the bid will be given first to resident bidders of the State of Maryland. (The residence of a corporation is its principal place of business.) All other tie bids will be awarded by drawing of lots in public.

PART 13 - PREPARATION OF BID FORMS

13.1 Signatures must be longhand, executed by a principal duly authorized to make Contracts, with the bidder's legal name fully stated. Oral, telegraphic, or telephone proposals or modifications will not be considered. If a corporation, give the state in which incorporated, using phrase, "corporation organized under the laws of the State of _____." If a partnership, give names of partners, using also the phrase "Co-partners, trading and doing business under the firm name and style of _____." If an individual, use the phrase "doing business under the firm name of _____."

13.2 Acknowledge receipt of each and every addendum on the Bid Form.

PART 14 - MINORITY BUSINESS ENTERPRISE PARTICIPATION

14.1 As described within the document "Minority Business Enterprise Procedure" which is included in Section 00450 of this project manual, a *Certified MBE Utilization and Fair Solicitation Affidavit* and the *MBE Participation Schedule* MUST accompany all bid proposals. Failure to submit these forms will result in the bid being determined non-responsive. Minority participation requirements must be met as a condition for recommendation of Contract award. The apparent low bidder shall submit additional minority business enterprise material and supporting data, which is specified in the bid documents within ten (10) working days after notification.

PART 15 - SUBSTITUTIONS

15.1 Where a specific manufacturer or trade name is designated, it is to establish a standard of material, design function, finish and quality. Only products of the acceptable manufacturers are to be used in the bidder's proposal.

- A. The Contractor shall be responsible for determining what model or product of the acceptable manufacturer meets the specified standards. Other products which will perform equally the duties imposed by the general design will be considered providing submittal for substitutions is in strict accordance with Section 01630, "Substitutions," and is submitted to the Architect ten (10) days prior to the bid opening. If in the opinion of the Architect, the product so proposed is of equal design function, finish, and quality, approval will be issued in an addendum prior to the bid opening.

15.2 Substitutions in any form other than described herein will not be permitted.

PART 16 - ITEMS NOT IN THE CONTRACT

16.1 Items specifically noted as "N.I.C." or "Not in Contract" are not required under this Contract but are to be furnished and installed by others. Contractor shall be responsible for installation and connection of utilities for all items to be furnished by the Owner or others unless specifically noted otherwise. Contractor shall give reasonable notice to Owner of desired delivery date of items being furnished by Owner or others.

16.2 Items specifically noted as "O.F.C.I." or "Owner Furnished/Contractor Installed" are to be furnished by others. The cost of installation shall be included in the Contractor's bid. Contractor shall be responsible for installation and connection of utilities for all items to be furnished by the Owner or others unless specifically noted otherwise. Contractor shall give reasonable notice to Owner of desired delivery date of items being furnished by Owner or others.

PART 17 - PART 17 - AIR AND WATER BALANCING

17.1 Air and water balancing shall be performed by an independent qualified balancing contractor who must be a certified member of the Associated Air Balance Council (AABC) and/or National Environmental Balancing Bureau (NEBB). This Work must be performed as a direct subcontract under the Construction Manager.

PART 18 - INSTALLATION OF ACCEPTABLE PRODUCTS

18.1 Where the specifications list acceptable manufacturers' products or materials, it shall be the responsibility of the Contractor, without cost to the Owner, to make the modifications necessary to install the acceptable products even though not specifically identified in the conforming set of drawings and specifications.

PART 19 - CANCELLATION/REJECTION OF BIDS

19.1 The Owner further reserves the right to reject any or all bids and to waive any informalities or immaterial deviations in the bids.

19.2 The Owner may cancel this Bid, in whole or in part, at any time. The Owner may reject all Bids and readvertise for new Bids, according to the best interest of the Montgomery County Public Schools.

END OF SECTION