

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

SECTION 00300 - BID FORM – MCPS CONSTRUCTION MANAGER VERSION

(SUBMIT IN DUPLICATE ON BIDDER'S STATIONERY)

DATE: _____
PROJECT TITLE: (PROJECT TITLE)
BID PACKAGE: _____
BID SUBMITTED BY: _____
REGISTERED MARYLAND CONTRACTOR NO.: _____
SUBMITTED TO: **The Board of Education of Montgomery County
Division of Construction
2096 Gaither Road, Suite 203
Rockville, Maryland 20850**

PART 1 - GENERAL

- 1.1 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with the OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
- 1.2 BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- 1.3 BIDDER hereby agrees to furnish all labor, materials, equipment and services required to erect and complete the facility in strict accordance with the Contract Documents for the following price:
- 1.4 BASE BID
 - A. TOTAL BASE BID:
_____ Dollars (\$ _____)
- 1.5 ADD ALTERNATES: Prices shall be clearly written. Anything other than a price shall be deemed "no cost to the Owner."
 - A. Cost of Add Alternate No. One –
ADD: _____ Dollars (\$ _____)
 - B. Cost of Add Alternate No. Two—
ADD: _____ Dollars (\$ _____)

- C. Cost of Add Alternate No. Three--
ADD: _____ Dollars (\$ _____)
- D. Cost of Add Alternate No. Four—
ADD: _____ Dollars (\$ _____)
- E. Cost of Add Alternate No. Five--
ADD: _____ Dollars (\$ _____)
- F. Cost of Add Alternate No. Six—
ADD: _____ Dollars (\$ _____)

PART 2 - PROJECT CONSTRUCTION SCHEDULE AND LIQUIDATED DAMAGES

- 2.1 The undersigned agrees to erect and complete Work in strict accordance with the Contract Documents and be substantially complete by not later than the date(s) set forth in the Construction Schedule prepared and amended by the Construction Manager. 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 and Five Thousand Dollars (\$5,000) a day for each calendar day thereafter, without limitation. If the project has a phased completion, the calculation of liquidated damages will begin again with each phase provided the previous phase has been completed.
- 2.2 BID BOND: BIDDER must include Bid Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual, and for not less than ten percent (10%) of the largest possible total of bids submitted.
- 2.3 The undersigned encloses herewith a Surety Bond in the form set forth in the "Instructions to Bidders," Section 00200, and the Project Manual.

PART 3 - ACKNOWLEDGEMENTS

- 3.1 Receipt of the following Addenda to the Drawings and Specifications is acknowledged:
 - A. Addendum No. ____ Dated _____
 - B. Addendum No. ____ Dated _____
 - C. Addendum No. ____ Dated _____
 - D. Addendum No. ____ Dated _____
- 3.2 Minority Business Enterprise forms included with the Bid Proposal:
 - A. Attachment A included: _____
 - B. Attachment B included: _____

PART 4 - CONTRACT

4.1 If the undersigned receives written notice of the acceptance, at his designated address, within sixty (60) calendar days after bid opening (or later if bid has not been withdrawn), the undersigned agrees to execute and deliver a Contract and Bonds in accordance with the bid as accepted, within ten (10) calendar days after receiving notice, or forfeit the amount of the Bid Bond.

PART 5 - UNIT PRICES

5.1 Unit prices are for both extra Work and credits. This list of prices will be submitted with the Bid in duplicate and shall become a part of the Contract upon its award. Unit prices listed below are applicable to all Work in this project involving extra materials/services performed by the Contractor or his Subcontractors and/or credits to the Owner for materials/services deleted from the project. Unit price includes all overhead and profit for the Subcontractor. Contractor mark-up is to be applied per Article 7 of the General Conditions of the Contract for Construction, AIA Document A201 REV.DOC-1997 edition. Prices as stated shall remain in effect through the end of the Contract warranty period. The undersigned acknowledges the unit price values as part of this bid and agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

ITEM	DESCRIPTION OF ITEM	UNIT	PRICE
1	Earth excavation – machine	cu. yd.	\$3.50
2	Earth excavation – hand	cu. yd.	\$60.00
3	Trench machine earth excavation	cu. yd.	\$5.50
4	Excavate and remove unsuitable material from site		
	- Yardage under 5,000	cu. yd.	\$16.00
	- Yardage over 5,000 up to 20,000	cu. yd.	\$13.30
	- Yardage over 20,000 to be negotiated at a lower rate		
5	Furnish, deliver, spread and compact imported fill material		
	- Yardage under 5,000	cu. yd.	\$16.00
	- Yardage over 5,000 up to 20,000	cu. yd.	\$13.00
	- Yardage over 20,000 to be negotiated at a lower rate		
6	Imported top soil (spread)	cu. yd.	\$25.00
7	Remove and dispose of petroleum contaminated soil This unit price only includes material requiring contaminate content removal. If the Owner locates a suitable dumping location not requiring contaminate removal in material, the Contractor shall use unit price 4 above for excavation and removal from site only.	ton	\$70.00
8	Sodding - under 5,000 sq. yd.	sq. yd.	\$3.25
	- over 5,000 sq. yd.	sq. yd.	\$3.00
9	Hydroseeding	sq. yd.	\$0.80

10	Concrete Walk (4 inch) w/ 10/10 wwm	sq. yd.	\$38.00
11	Bank run gravel under slab	cu. yd.	\$32.00
12	4" concrete slabs with 6x6 10/10 wwm	sq. ft.	\$3.80
13	Bituminous paving Standard Duty (parking detail)	sq. yd.	\$22.00
14	Bituminous paving Heavy Duty (bus areas)	sq. yd.	\$27.00
15	Reinforced concrete footings	cu. yd.	\$260.00
16	4" C.M.U. wall	sq. ft.	\$6.00
17	6" C.M.U. wall	sq. ft.	\$6.60
18	8" C.M.U. wall	sq. ft.	\$8.10
19	12" C.M.U. wall	sq. ft.	\$9.00
20	4" face brick	sq. ft.	\$14.40
21	VCT	sq. ft.	\$2.05
22	Carpeting	sq. yd.	\$27.00
23	Floor patching		
	- Skim coat, up to 1/8 inch thickness	sq. ft.	\$0.65
	- Leveling, up to ¼ inch thickness	sq. ft.	\$0.92
	- Leveling, up to ½ inch thickness	sq. ft.	\$1.32
	- Topping, up to ¾ inch thickness	sq. ft.	\$1.50
	- Topping, up to 1 ½ inch thickness	sq. ft.	\$2.00
	- Topping, up to 2 inch thickness	sq. ft.	\$2.50
24	Bulk Rock Excavation and Removal Off-Site (see Section 02200)	cu .yd	\$75.00
25	Trench Rock Excavation and Removal Off-Site	cu. yd.	\$150.00

PART 6 - WARRANTY TO THE LUMP SUM

6.1 The undersigned affirms that the above lump sum Base Bid represents the entire cost of the Project in accordance with the Bid Documents and that no claim will be made on account of any indexes or any other rate affecting the construction industry and/or this project.

PART 7 - AFFIDAVIT

7.1 Special Instructions: An authorized representative of the BIDDER shall complete the following affidavit and insert an answer to Paragraphs A, C, and E.

STATUTORY AFFIDAVIT AND NON-COLLUSION CERTIFICATION

I, _____, being duly sworn, depose and certify:

- A. I am the _____ (officer) and duly authorized representative of the firm of the building construction organization named whose address is and that I possess the authority to make this affidavit and certification on behalf of myself and the firm for which I am acting.
- B. Except as described in Paragraph 3 below, neither I, nor to the best of my knowledge, the above firm nor any of its officers, directors, or partners, or any of its employees who are directly involved in obtaining or performing Contracts with any public bodies has:
1. been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
 2. been convicted under the laws of this State, another State, or the United States of: a criminal offense incident to obtaining, attempting to obtain, or performing a public or private Contract; or fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
 3. been convicted of a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private Contract;
 4. been convicted of any felony offenses connected with obtaining, holding, or maintaining a minority business enterprise certification, as prohibited by Section 14-308 of the State Finance and Procurement Article;
 5. been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
 6. been found civilly liable under an antitrust statute of this State, another State, or the United States for act or omissions in connection with the submission of bids or proposals for a public or private Contract.
- C. The only conviction, plea, or admission by any officer, director, partner, or employee of this firm to involvement in any of the conduct described in Paragraph 2 above is as follows:
- (If none, write "None" below. If involvement, list the date, count, or charge, official or administrative body, the individuals involved, their position with the firm, and the sentence or disposition of the charge.)
- (You may attach any explanation necessary.)
- D. I affirm that this firm will not knowingly enter into a Contract with a public body under which a person or business debarred or suspended under Maryland State Finance and Procurement Title 16, subtitle 3, Annotated Code of Maryland, as amended, will provide, directly or indirectly, supplies, services, architectural services, construction-related services, leases or real property, or construction.
- E. I affirm that this proposal or bid to the Board of Education of Montgomery County is genuine and not collusive or a sham; that said BIDDER has not colluded,

conspired, connived and agreed, directly or indirectly, with any BIDDER or person to put in a sham bid or to refrain from bidding and is not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference, with any person to fix the bid prices of the affidavit or any other BIDDER, or to fix any overhead, profit or cost element of said bid price, or that if any BIDDER, or to secure an advantage against the Board of Education of Montgomery County or any other person interested in the proposed Contract; and that all statements in the proposal or bid are true. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the Board of Education of Montgomery County may terminate any Contract awarded and take any other appropriate action.

I DO SOLEMNLY DECLARE AND AFFIRM under the penalties of perjury that the contents of these affidavits (Statutory and Non-Collusion) are true and correct, that I am executing this Affidavit in compliance with Section 16-311 of the State Finance and Procurement Article, Annotated Code of Maryland, and the Non-Collusion Certification in compliance with requirements of the Montgomery County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and as authorized by the BIDDER named below.

WITNESS:

Title:

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires:

NOTE: Use one

1. If a corporation, give the state in which incorporated, using phrase, "corporation organized under the laws of the State of _____."
2. If a partnership, give names of partners, using also the phrase "Co-partners, trading and doing business under the firm name and style of _____."
3. If an individual, use the phrase "doing business under the firm name of _____."

By _____
Respectfully submitted,
(COMPANY NAME OF BIDDER)

(Signature)

(Official title)

(Company Name)

(Business Address)

(Phone)

(Contractor's Maryland Registration Number)

END OF SECTION 00300