

INVITATION TO BIDDERS

The Board of Education of Anne Arundel County is soliciting sealed bids for the following project:

Quarterfield Elementary School Replacement

Bid Number: 21CN-145

**21CN-146, 2A SITEWORK
21CN-147, 3A CONCRETE
21CN-148, 4A MASONRY
21CN-149, 5A STRUCTURAL
21CN-150, 6A GENERAL WORKS
21CN-151, 7A ROOFING
21CN-152, 8A WINDOWS
21CN-153, 9A GWB AND CEILINGS AND PAINTING
21CN-197, 9B FLOORING
21CN-154, 11A FOOD SERVICE EQUIPMENT
21CN-156, 15A MECHANICAL
21CN-157, 16A ELECTRICAL**

TIME, DATE AND LOCATION OF BID OPENING:

Bids will be received until:

Time: 10:00 AM Local Time

Day: Tuesday

Date: February 16, 2021

at: Central Office of the Board of Education of Anne Arundel County
2644 Riva Road
Annapolis, Maryland 21401

LATE BIDS WILL NOT BE ACCEPTED

IMPORTANT BID INFORMATION DUE TO COVID-19 RESTRICTIONS:

- **HAND DELIVERY** – If you are intending to hand deliver your bid, you must make an appointment to do so. These appointments should be made in advance of the due date and time. It is recommended that you do not make it on the date the bid is due. Please use the Purchasing email address to request an appointment: purchasing@aacps.org
- **COURIER SERVICE** – If you are sending in your bid by a Courier Service (USPS, UPS, FedEx, etc.), it is the sole responsibility of the bidder to ensure timely delivery. AACPS is not responsible for delays in delivery resulting in late bids.
- **ELECTRONIC SUBMISSION** – Bidders may submit bids electronically. Electronic bid submissions must be done through the AACPS website. When submitting an Electronic Bid, you must go to www.aacps.org; then click Vendors & Contractors, Bid Information, Current Bid Information, Bid Submissions (in red). The time of receipt is the time the electronic bid documents are RECEIVED by Anne Arundel County Public Schools – NOT the time you begin the upload. Please allow additional time for your bid submission to be fully uploaded. AACPS is not responsible for technical failures that result in a late bid submission.

BIDDERS MUST ENSURE THE RFB NUMBER AND TITLE ARE CORRECT WHEN SUBMITTING THE BID

Bid openings will not be open to the public. Bid openings will be recorded live and available to view on the Purchasing web page as soon as practicable after the bids are opened (est. one business day). You may get the

results sooner by requesting the bid tabulation sheet via email to purchasing@aacps.org. Please reference the RFB number and the project title when making the request.

PRE-BID MEETING

Location: **Quarterfield Elementary School
7967 Quarterfield Road
Glen Burnie, MD 21061**

Time: 2:00 PM Local Time

Day: Tuesday

Date: January 19, 2021

All interested contractors and subcontractors are invited to attend. Attendance is highly recommended.

Contractors are urged to conduct a site visit of the location. All Contractors shall call the AACPS Capital Construction Project Manager, Rhonda Fish (410-439-8009) and the Construction Manager (Oak Contracting, LLC) Project Manager, Jonathan Goetz (410-215-5799) and make an appointment to visit the school, prior to the site visit.

Prevailing Wage Rate #45800

At the sole discretion of the Board of Education of Anne Arundel County, Prevailing Wage Rates **may be** applicable to this project. Therefore, all bidders are required to submit bids based on Prevailing Wage. Failure to provide a complete bid amount may result in a rejection of your bid as not responsive.

NOTE: If the Central Office Building (address below) is closed due to inclement weather, bids shall be due on the next business day that the building is open. The originally scheduled bid opening time shall remain the same regardless of the opening day. Use telephone number 410-222-5160 to determine if the building is closed. ALSO NOTE: The closing of schools does not constitute the closing of the Central Office Building. Bids shall be mailed or delivered to:

Terms and Conditions

The Owner reserves the right to award the contract in whole, or in part, utilizing such combinations of funding sources or combinations of funding years as may be beneficial to the Owner. Said action shall not alter other contractual obligation on the part of any parties.

Legal Compliance

Contractor shall comply in all respect with Federal, State (including Maryland Motor Vehicle laws) and Local Regulations, where applicable. The provisions of this contract shall be governed by the laws of Maryland. Any disputes, legal cases or other controversies shall be pursued in Maryland Courts consistent with and subject to Maryland State Law.

Additionally, if applicable, all materials, supplies, equipment, or services supplied, as a result of this contract shall comply with the applicable U.S. and Maryland Occupational Safety and Health Act Standards.

Protests

This bid shall be subject to the provisions of the Board of Education of Anne Arundel County Regulation DEC-RA.

Drawings and Specifications

All general contractor bidders shall register online at www.aacps.org for viewing and down loading online free specifications and plans for capital projects Registration also enables notification of any addenda.

If you choose, at your own expense documents may be ordered online, via e-mail or via fax, or picked up at Gardens Reprographics, 419 Saint Paul Place, Baltimore, Maryland 21202, phone 410-539-2763, fax 410-539-7308.

The contractor is solely responsible for the reproduction quality of drawings and specifications.

Copies of the Specifications are on file and open to public inspection at Anne Arundel County Public Schools 2644 Riva Road, Annapolis, Maryland 21401.

Bid Security and Payment and Performance Bond

Contractors should note the requirements for Bid Security and Payment and Performance Bonds contained in the instructions to Bidders as modified by the Owner. Bids submitted without required documents shall be considered non-responsive.

Minority Business Enterprise Requirements

Minority Business Enterprises are encouraged to respond to the invitation.

Minority Business Enterprise documentation is required for this project.

It is the intent of AACPS to actively participate in the achievement of the MBE participation requirement contained herein. The contractor or suppliers who provide materials, supplies, equipment, and/or services for this project shall attempt to achieve a minimum percent **AS NOTED BELOW** of the total dollar value, with a minimum of **7** percent from certified African American-owned businesses, a **4** percent from certified Asian American-owned businesses, and the balance from all certified minority business is directly or indirectly, from Maryland Department of Transportation certified Minority Business Enterprises and the balance from all certified minority business enterprises. All general contractors and subcontractors including certified MBE firms, when bidding as general or prime contractors, are required to attempt to achieve the MBE subcontracting goals from certified MBE firms approved by the Maryland Department of Transportation (MDOT).” MBE prime contractors may count their participation on contracts with MBE goals for up to 50% of the established MBE contract goal and 100% of any one contract sub-goal. MBE primes are still required to follow the good faith effort requirements for the portion of the contract goal they are no self-performing and are subject to all other MBE contract compliance requirements. The bidder may use the Maryland Department of Transportation web site (www.mdot.state.md.us) to help locate Maryland Department of Transportation certified Minority Business Enterprises.

The bidder or offeror shall submit with its bid or proposal a completed “**Certified MBE Utilization and Fair Solicitation Affidavit**” (**Attachment A**) and “**MBE Participation Schedule**” (**Attachment B**) that identifies the bidder or offeror’s specific commitment of certified minority business and certifies it made a good faith effort to achieve the goal established in the solicitation. The MBE Participation Schedule (**Attachment B**) shall include the name of each certified MBE that will participate in the project including its respective MBE classification, and shall include the items of work to be performed or furnished and the committed price or the percentage of the contract to be paid to each MBE for the work or supply.

When the contract goal and/or its subcontracting goals cannot be met, the bidder or offeror shall submit with its bid the Certified MBE Utilization and Fair solicitation Affidavit, (**Attachment A**) and the MBE Participation Schedule (**Attachment B**) (*indicating partial or no participation*). The apparent low bidder shall submit additional minority business enterprise material and supporting data, which is specified in the bid documents within (10) working days after notification that the firm is the apparent low bidder. The failure of a bidder to complete and submit all of the required forms shall result in a determination that the bid is not responsive. The failure of an offeror to complete and submit all of the required forms shall result in a determination that the proposal is not susceptible of being selected for award.

Note: The contract MBE goals for various contract bids shall be:

<u>Bid Numbers:</u>	<u>MBE Goal Percentage:</u>
21CN-146, 2A SITEWORK	30%
21CN-147, 3A CONCRETE	25%
21CN-148, 4A MASONRY	20%
21CN-149, 5A STRUCTURAL	5%

21CN-150, 6A GENERAL WORKS	35%
21CN-151, 7A ROOFING	30%
21CN-152, 8A WINDOWS	25%
21CN-153, 9A GWB AND CEILINGS AND PAINTING	15%
21CN-197, 9B FLOORING	15%
21CN-154, 11A FOOD SERVICE EQUIPMENT	0%
21CN-156, 15A MECHANICAL	35%
21CN-157, 16A ELECTRICAL	25%

MBE goals set at 20% and above will have sub-goals of 8% African American and 11% Women-Owned. The Sub-goals are not applicable to Divisions 4A, 5A, 6A, and 8A

SUBSTANTIAL COMPLETION DATE

The project Substantial Completion date shall be no later than the following:

Phase 1 (New Building and associated site work): May 1, 2023

Phase 2 (Remove Existing Building and associated site work): December 1, 2023

LIQUIDATED DAMAGES

Liquidated Damages shall be \$1,500.00 per calendar day due the Owner after expiration of the contract time for substantial completion. All Liquidated damages shall be assessed in accordance with the Contract Documents for this project.

MINORITY BUSINESS ENTERPRISE PROGRAM - LIQUIDATED DAMAGES

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise (“MBE”) and contract provisions. AACPS and the Contractor acknowledge and agree that AACPS will incur damages, including but not limited to loss of goodwill, detrimental impact on economic development, and diversion of internal staff resources, if the Contractor does not make good faith efforts to comply with the requirements of the MBE contract provisions. The parties further acknowledge and agree that the damages that AACPS might reasonably be anticipated to accrue as a result of such lack of compliance are difficult to ascertain with precision.

Therefore, upon a determination by AACPS that the Contractor failed to make good faith efforts to comply with one or more of the specified MBE Program requirements or contract provisions, the Contractor agrees to pay liquidated damages to AACPS at the rates set forth below. The Contractor expressly agrees that AACPS may withhold payment on any invoices as a set-off against liquidated damages owed. The Contractor further agrees that for each specified violation, the agreed upon liquidated damages are reasonably proximate to the loss AACPS is anticipated to incur as a result of such violation.

- a) Failure to submit each monthly payment report in full compliance with COMAR 21.11.03.13B (3): \$100.00 per day until the monthly report is submitted as required.
- a. This may be exacerbated by Contractor’s failure to include in its agreements with MBE subcontractors a provision requiring submission of payment reports in full compliance with COMAR 21.11.03.13B (4).
- b) Failure to comply with COMAR 21.11.03.12 in terminating, canceling, or changing the scope of work/value of a contract with an MBE subcontractor and/or amendment of the MBE participation schedule: \$100.00 per day until the approved consent from the AACPS MBE Liaison is approved as required.
- c) In the absence of the approved consent of the AACPS MBE Liaison in “b” above, Failure to meet the Contractor’s total MBE participation goal and sub-goal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.

d) Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract \$100.00 per day until the undisputed amount due to the MBE subcontractor is paid. Notwithstanding the use of liquidated damages, AACPS reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

STEEL PROCUREMENT

Contractor or subcontractor shall implement the “Buy American Steel” Act in accordance with the Maryland State Finance and Procurement Article §§12-101 and 17-301 - 306 in the performance of a contract for:

- (1) constructing or maintaining AACPS work; or
- buying or manufacturing machinery, equipment or supplies that:
is composed of at least 10,000 pounds of steel products; and
is to be installed at an AACPS work site.

Exceptions. – This section does not apply if the Owner determines that:

- (1) the price of American steel products is not reasonable, as provided in above paragraph;
- (2) American steel products are not produced in sufficient quantity to meet the Requirements of the contract; or
- (3) the purchase of American steel products would be inconsistent with the AACPS interest.

THE USE OF TOBACCO PRODUCTS IS NOT PERMITTED ON THIS PROJECT. The contractor’s attention is directed to

AACPS Board Policy GAC and COMAR 13A.02.04. The use of tobacco products is not permitted in or on property owned by the Board of Education of Anne Arundel County. The contractor shall be fined if its personnel or its subcontractor’s personnel fail to comply with this contract provision.

SEX OFFENDER NOTIFICATION

A. Registered Sex Offender

Maryland Law requires sex offenders to register with the local law enforcement agency in the county in which they will reside, work, or attend school. *See Criminal Procedure Article, §11-707, Annotated Code of Maryland.* An AACPS contractor may not knowingly employ an individual to work at a school if the individual is a registrant. A contractor violating this Law is guilty of a misdemeanor and may be subject to imprisonment not exceeding five years or a fine not exceeding \$5,000, or both. *See Section 11-722 of the Criminal Procedure Article, Annotated Code of Maryland.*

B. Other Crimes

An AACPS contractor or subcontractor may not knowingly assign an employee to work on school premises with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of:

- 1) Section 3-307 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Third Degree*;
- 2) Section 3-308 of the Criminal Law Article, Maryland Annotated Code, *Sexual Offense in the Fourth Degree*;
- 3) An offense under the laws of another state that would constitute a violation of Sections 3-307 or 3-308 of the Criminal Law Article if committed in Maryland;
- 4) Child sexual abuse under Section 3-602 of the Criminal Law Article, Annotated Code of Maryland;
- 5) An offense under the laws of another state that would constitute child sexual abuse under Section 3-602 of the Criminal Law Article if committed in Maryland;
- 6) A crime of violence as defined in Section 14-101 of the Criminal Law Article, Annotated Code of Maryland; or
- 7) An offense under the laws of another state that would constitute a crime of violence under Section 14-101 of the Criminal Law Article if committed in Maryland.

See Education Article, §6-113, Annotated Code of Maryland

C. AACPS contractors shall ensure compliance with the requirements in Sections A and B above for their workforce. Workforce means all of the contractor's direct employees, subcontractors, and independent contractors.

D. Violations of any of these provisions may result in immediate termination for cause.

E. Contractor workforce requiring access to any of the AACPS schools located on the secure portion of Fort Meade will require additional background checks conducted by the Installation.

SITE INSPECTION

If applicable, bidders are responsible for examining all locations and surroundings in which the service is to be performed, thoroughly acquainting themselves with the details of the work and all conditions and obstacles, if any, which may be encountered in the performance and completion of the work. If any provision of these specifications is found by bidder to be inconsistent with or contrary to any existing rule, regulation, law or ordinance, the bidder shall report such to the Supervisor of Purchasing.

A site Inspection is strongly recommended. Inspections may be arranged by **calling the Project Manager (410-439-8009) and the Construction Manager (410-215-5799)**, Monday through Friday between 8:30 AM and 3 PM, except AACPS recognized holidays to make an appointment and identify the employee(s) that will be visiting the site. When Contractor's employee(s) arrive on site, they will be required to produce a copy of the bid advertisement or bidding documents along with their photo identification. Where scanning equipment is located, their identification will be scanned to ensure compliance with paragraph ***Child Sex Offender Notification*** of this section. If the Contractor's representative cannot produce this required documentation, or the scan identifies the employee(s) as a registered offender, the school reserves the unilateral right to not allow Contractor's employee(s) on site for any reason. This will not constitute grounds for an extension of the bid due date.

NON-DISCRIMINATION CLAUSE

Anne Arundel County Public Schools prohibits discrimination in matters affecting employment or in providing access to programs on the basis of actual or perceived race, color, religion, national origin, sex, age, marital status, sexual orientation, genetic information, gender identity, or disability.

AWARD OF CONTRACT

The contract will be awarded to the lowest responsible bidder, complying with the specifications, provided his bid is reasonable, and it is in the best interest of the Anne Arundel County Public School System to accept it. Anne Arundel County Public Schools reserves the right to award either Prevailing Wage or Non-Prevailing Wage in its sole discretion based on the percentage of State and Local funding. The Anne Arundel County Public Schools, however, reserves the right to reject any, or part of, and all bids and to waive any informality in bids received whenever such rejection or waiver is in the best interest Anne Arundel County Public School System. This project will be awarded to the lowest responsible bidder on a GRAND TOTAL BASE BID basis, and selected alternate(s), which is in the best interest of the Anne Arundel County Public Schools.

END OF THIS SECTION

BIDDERS MUST SUBMIT THIS QUESTIONNAIRE WHEN SUBMITTING THEIR BID OR THEIR BID MAY BE REJECTED

QUALIFICATION/EXPERIENCE QUESTIONNAIRE

Submitted to: Anne Arundel County Public Schools, Purchasing Office

By:

Information furnished in response to this Questionnaire and any verifications made by the Anne Arundel County Public Schools (AACPS) shall provide a basis for determining the responsibility of bidders. In the event that references are deemed insufficient by AACPS, the right is hereby reserved to determine a bidder as not responsible which may cause rejection of their bid.

1. Respondent shall **have at least five- (5) year's experience in providing General Contracting Service similar to the project described herein.** Respond shall have a 40% minimum of the work performed by their employees. This experience must be under respondent's company name from which this response has been submitted. How many years has your firm been in the business of providing similar services as a contractor under your present legal name? _____ Years
2. List at least three (3) contracts similar to the work described herein, in which your organization has completed within the last twenty-four (24) months. (Include company names, address, and contact person and phone number).

A. Project: _____ Date of Substantial Completion: _____
Address: _____
School District: _____
Contact Person: _____ Phone Number: _____
Company Name: _____
Open Punch List: Yes ___ No ___ Value: \$ _____

B. Project: _____ Date of Substantial Completion: _____
Address: _____
School District: _____
Contact Person: _____ Phone Number: _____
Company Name: _____
Open Punch List: Yes ___ No ___ Value: \$ _____

C. Project: _____ Date of Substantial Completion: _____
Address: _____
School District: _____
Contact Person: _____ Phone Number: _____
Company Name: _____
Open Punch List: Yes ___ No ___ Value: \$ _____

3. List two (2) references not including those cited above. Provide Name, address, phone and fax number and point of contact.

A.

B.

4. What is your Dunn and Bradstreet Rating? _____

5. How many people does your company presently employ on a:
- A. Full Time basis? _____ B. Part Time basis? _____
6. Has your organization performed any contract for any Department, Board, Administration, Agency, organization of the State of Maryland or Anne Arundel County Government over the last five- (5) years? (Please list names, addresses, dates and the Government employee responsible for accepting the work).
7. Has your company or any of its officers ever been found guilty of any criminal act in regard to the performance of any contract by a federal or state court or subjected to any penalty, or liquidated damages arising out of poor or non-performance? Explain.
8. Has your company ever been debarred bidding on future State contracts by the Board of Public Works, or any other Local, State or Federal organization for any reason? Explain.
9. Has your company ever filed for bankruptcy/receivership or any other similar defalcation? Explain.

The signatory of this form hereby affirms that the information as set forth is accurate, truthful and completes to the best of his/her knowledge and belief.

Date this _____ day of _____ 20_____

Name of Organization: _____

By: _____

(Print Name)

Title: _____

Tax ID No. _____

State of Maryland License No. _____

(MDOT MBE Certification number, if applicable)