SECTION 003000 FORM OF PROPOSAL

#42 ELEMENTARY SCHOOL NEW CONSTRUCTION BID #045.16,B4

Dates	
Owner: Contract Package/Division:	: Board of Education of Howard County Maryland 10910 Clarksville Pike Ellicott City, MD 21042
(List One Per Form)	Tel (410) 313-4584 Fax (410) 313-6789
Gontracion Engineer/Architect	t: TCA Architects 2661 Riva Road, Suite 120 Annapolis, MD 21401
Construction Manager	r: J. Vinton Schafer 1309-Q Continental Drive Abingdon, MD 21009
The undersigned, having carefully examined the Bid Documents for the above limited to the "Bid Announcement," "Instructions to Bidders," "General Co "Addenda," and any other related Bid Documents, "do hereby propose to furniequipment and services to perform all of the work required in strict accordance only specified manufacturer's materials for the Lump Sum as follows:	onditions," "Technical Specifications," ish all the necessary labor, materials,
TOTAL BASE BID (WAGE SCALE) FOR THE ENTIRE CONTRACT PACKAG EXPRESSED IN WORDS AND FIGURES:	EIDIVISION LISTED ABOVE
IN WORDS (Printed Neatly in Ink or Typewritten) ** In the case of a disconnective between the total base bid written words and figures, the amount	(IN FIGURES)
an the east of a maxistal fill between the total base but written months and regions, the minor	III. W. Ittell in And as analigneday.
ALTERNATE PRICING ITEMS (WAGE SCALE) - State amounts in be	oth <u>Words</u> and <u>Figures</u>
Special Instructions: Submit a bid on each of the alternates as identified in these Solicita The following Alternate(s) is/are proposed for additional or changes to certain work and above. Alternate price's should including materials, labor and insurance, machinery performing the work; and all other products or services necessary for the proper design, the manner set forth, described and shown in these Solicitation Documents. It is underst the cost to alter the work and that these prices include all expenses of every kind involvitems below. If selection of the alternate does not alter cost, enter "(zero)" \$0 on the line and any other denotations other than dollars and cents shall not be used. Lines let considered a Non-Responsive bid.	should not be included in the base bid total , tools, utilities, apparatus and means of permitting and construction of the project in tood that this price will be used to determine red with or incidental to the alteration of the es, "Not Applicable", "N/A", "No Cost", "NC",
Alternate No. 1 to the Base Bid - Trellis at Outdoor Classroom at N	Vain Entrance:
(In Words): (In Figures): \$	<u>Dollars</u>
(In Words): (In Figures): \$	teres and a second seco

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#42 Elementary School New Construction Bid #045.16.B4

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(În F	'igures): \$		
Alternate No. 4 to th	e Base Bid – Provide A	Additional Storm Piping:	
(In V (In E	Vords): igures)∌ \$		<u>Dollars</u>
•			anners of the control
IOTE: Bid Form shall in the hall be included in the	reflect bids for the project a section "Proposed Substitu	as shown in the Contract Specifications and acutions."	ldenda. Substitutions
he basis of award shal Note: References to A	l be in accordance with AIA Architect will also include El	A Document A701 Section 5.3. ngineer in all bid documents.	
			4.4
•		×	
nstructions to Bidde ystems, processes, echnical specification nd supporting data,	is shall be submitted in rs, Article 3, Bidding D or products of manufa ns for each item, catalo sufficient in detail to pe	acturers other than those cited if accomings, test reports, brochures, and other dermit evaluation of the proposed substitu	be considered or panied by detailed escriptive literature tion without further
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<u>ADDENDA</u>

Receipt of the following addenda is acknowledged:

Addendum No.	Dated	Addendum No	Dated	
Addendum No	Dated	Addendum No	Dated	agani (
Addendum No	Dated	Addendum No	Dated	Market Control
Addendum No	Dated	Addendum No	Dated	
Addendum No	Dated	Addendum No	Dated	

UNIT PRICES

Unit prices for extra work or credits listed below are applicable to all work on this project invloving extra materials/services performed by the Contractor or his Subcontractor(s) and/or credits to the Owner for materials/services deleted from the project. Prices as stated shall remain in effect for the duration of this project. The undersigned acknowledges the unit price values as part of this bid proposal and agree to add or delete items for the unit prices identified when directed to do so by the Owner.

<u>ltem</u>			9.
<u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>
1	Furnish and install riprap Class 1	Ton	\$ 60.00
2	Earth excavation-machine and disposal onsite	Cu. Yd.	\$ 9.00
3	Earth excavation-machine and disposal offsite	Cu. Yd₄	\$ 24.00
.4	Earth excavation-hand and disposal onsite	Cu. Yd.	\$ 125.00
5	Earth excavation-hand and disposal offsite	Cu. Yd₃	\$ 140.00
6	Trench excavation and soil disposal onsite	Cu. Yd.	\$ 15.00
7	Trench excavation and soil disposal offsite	Cu. Yd,	\$ 30.00
8	Undercut, dispose onsite, refill with MSHA #2 or #57		
e di e	stone and compact per specified requirements at trench	100	
	areas only	Cu. Yd.	\$ 60.00
9	Undercut, dispose offsite, refill with MSHA #2 or #57		
	stone and compact per specified requirements at trench	and the second second	2,50
e e e e e e e e e e e e e e e e e e e	areas only	Cu. Yd.	\$ 75.00
. 10	Undercut, dispose onsite, refill with CR-6 or CR-1 stone		
	and compact per specified requirements at trench areas		
	only	Cu. Yd.	\$ 57,50
11	Undercut, dispose offsite, refill with CR-6 or CR-1 stone		
	and compact per specified requirements at trench areas		
• .	only	Cu. Yd.,	\$ 72.50
12	Undercut, dispose onsite, refill with MSHA #2 or #57		
	stone and compact per specified requirements at open		
	areas only	Cu. Ydi	\$ 55.00
13	Undercut, dispose offsite, refill with MSHA #2 or #57		
	stone and compact per specified requirements at open		
•	areas only	Cu. Yd.	\$ 70.00

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14	Undercut, dispose onsite, refill with CR-6 or CR-1 stone and compact per specified requirements at open areas	•			
	only	Cu. Yd _e	\$ 3	52.50	
15	and compact per specified requirements at open areas				
1.0	only	Ću. Yd _e	\$ 6	57.50	
16	- Carrie	Sq. Yd.	\$	5.00	
17	, stringle it seed in a match	Sq. Yd.	\$	1.50	
18	norm porary becoming and straw	Sq. Yd.	\$	0.75	
19	Soliton and motali training book of Edual	Sq. Yd.	\$	2.00	
20	Furnish and install stabilization fabric, Mirafi 160n or equal	Sq. Yd	\$	2.50	
21	Furnish and install Mirafi 500x or equal stabilization fabric, MSHA #2 stone 2' deep, and Mirafi 160n or equal filter cloth	Sg. Yd.		CO OO	
22		Ton		50.00 20.00	
23			•	30.00	
24	Furnish, install, maintain, and remove silt fence and	Ln. ft.		12.50	
25	grade/restabilize	Ln. ft.	\$	5.50	
26	memore deficit fock, fluid dispose of legally offsite	Cu. Yd		25.00	
27	7	Cu. Yd	\$ 12	25.00	
-,	dispose of legally offsite. Install new 5" sidewalk with				
28	W20x20 mesh	Sq. Ft.	\$	8.50	
	place to 98% ton	Ton	\$ 3	30.00	
29	offsite, replace with 4-1/2" base course and 1-1/2"				
30	surface course	Sq. Yd.	-	55.00	
31	consists data dragation	Ln. ft.	\$ 1	16,00	
	contaminated soil	Cu. Yd.	\$ -33	50.00	
32	Import screened topsoil and fine grade in place. No material larger than 1/2" in mix	Cu. Yd₄	\$!	55.00	
33	6" CMU Wall per sq./ft. of wall surface, includes mortar/joint reinforcement, bullnose corners, labor, scaffold, and all incidentals. This price does not include grout infill. CMU units to be regular hollow for purpose of unit price.				
34		Sq. Ft.	\$:	13.00	
	8" CMU Wall per sq./ft. of wall surface, includes mortar/joint reinforcement, bullnose corners, labor, scaffold, and all incidentals. This price does not include grout infill. CMU units to be regular hollow for purpose		:	÷	
	of unit price.	Sq. Ft.	\$	14.00	
		•			

35	12" CMU Wall per sq./ft. of wall surface, includes mortar/joint reinforcement, bullnose corners, labor, scaffold, and all incidentals. This price does not include grout infill. CMU units to be regular hollow for purpose of unit price.	Sq. Ft _s	\$ 15.00
36	Provide 120-volt, 20-Ampere (NEMA.5-20R) receptacle, and 100-ln/ft. 2 #12 and 12G in 25' of 3/4 conduit, and other materials as needed for a complete receptacle addition.	Per location	\$ 475.00
37	Provide 15, 30, 60, 75 or 110-CD ceiling or wall-mounted speaker/strobe and 50ln/ft. of 14AWG THWN stranded fire alarm cabling in 3/4" conduit minimum. Provide all programming and testing.	Per location	\$ 425.00
38	Provide 300-In/ft. of CAT-6 cabling and CAT-6 RJ-45 data jack and faceplate and backbox. Provide all terminations, testing and labeling.	Per location	\$ 425,00
39	Provide exit light with wire guards and 50-ft. of conduit and wire.	Each	\$ 450.00
40	Provide a manual fire alarm pull station complete with 50-ft. of fire alarm wiring in 3/4" conduit. Include all testing and programming of device.	Each	\$ 425.00
41	Painting - provide one prime coat and two finish coats	Sq. Ft.	\$ 0.90
42	Temporary walkway - Furnish and install 5' wide temporary walkway consisting of 1"x6" pressure treated planks on 4"x4" pressure treated framing. Framing shall consist of one 4x4 under each side of the walkway and	- 	
,	one under the center.	Ln. ft.	\$ 45.00

Note: Unit prices include all costs, taxes, overhead, profit, and bond and shall be total compensation for the work described. All work covered by unit prices shall be performed in accordance with the requirements of the Contract Documents.

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REFERENCES

Bidders are hereby required to list three references for whom similar work has been performed within the last three years:

Name:			RY	
Address of Site:			:	
Nature of Job	·		•	
Person to contact		The second secon	•	
Telephone			8	
Name:	The state of the s			
Address of Site:			# 	
Nature of Job:				
Person to contact	•		•	
Telephone:				
Name:	1			
Address of Site:				
Nature of Job:			•	
Person to contact:		and the second s		
Telephone:				
ted references must be able to confirm, withou ilicitation. Contact information is to be accurat at are no longer employed by the firm or do no used on an unsatisfactory reference. The Boai	e. The Owner will not be res t respond. Howards County	ponsible for errors, non- Board of Education rese	working numbers or property	persons
or information purposes, please advise ould be very much appreciated.	by what methods you w	ere informed of this	solicitation. Your	response
- Maryland Marketplace (Y/N)	Mala Milato	Contractor:		
d House: Name of Ad House	The second secon	Cithera	ALCONOMIC CONTRACTOR C	- Of the desired as a second a
	GOMPANY INFORMA	TION		
ame of company	Nilisten 1975 Time 1980 Annual Control of the Contr	years ir	n business	ė
treet Address		Electrical INTERIOR AND AND ADDRESS OF THE STREET	Carried at the control of the contro	
	State		Zip	
elephone #	Fax#	a late a discontinuo de la companya		

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Print Name	Title
Address	Phone
	Fax
Cell phone	e-mail
LIQUIDATED DAMAGES - MIN	ORITY BUSINESS ENTERPRISE PROGRAM
and contract provisions. The Board and the Contractor act incur damages, including but not limited to loss of goodwil staff resources, if the Contractor does not make good faith	fforts to comply with the Minority Business Enterprise ("MBE") Program knowledge and agree that the Board of Education of Howard County to the light of the light
comply with one or more of the specified MBE Program re damages to the Board of Education of Howard County at of Education of Howard County may withhold payment on	on of Howard County that the Contractor falled to make good faith efforce on the contract provisions, the Contractor agrees to pay liquic the rates set forth below. The Contractor expressly agrees that the Borany invoices as a set-off against liquidated damages owed. The the agreed upon liquidated damages are reasonably proximate to the olicur as a result of such violation.
Failure to submit each monthly payment report monthly report is submitted as required.	in full compliance with COMAR 21,11,03.13B (3): \$100.00 per day un
 Failure to include in its agreements with MBE s 	subcontractors a provision requiring submission of payment reports in
compliance with COMAR 21:11.03.13B (4): \$10 c. Fallure to comply with COMAR 21:11.03.12 in	terminating, canceling, or changing the scope of work/value of a contr
with an MBE subcontractor and/or amendment difference between the dollar value of the MBE	participation commitment on the MBE participation schedule for that
 d. Fallure to meet the Contractor's total MBE part 	ork performed by that MBE firm for the contract, icipation goal and subgoal commitments: the difference between the control of the MBE participation schedule and the MBE participation actual
e. Failure to promptly pay all undisputed amounts	s to an MBE subcontractor in full compliance with the prompt payment til the undisputed amount due to the MBE subcontractor is paid,
Notwithstanding the use of liquidated damages, the B contract and exercise all other rights and remedies pro-	oard of Education of Howard County reserves the right to terminal ovided in the contract or by law.
WARRAN	NTY TO THE LUMP SUM
and that no claim will be made on account of any increase other rate affecting the construction industry and/or this of the undersigned received written notice of the accepta	nce, at his designated address, within sixty (60) days after the bid open ned agrees to execute and deliver a contract and bonds in accordanc
trie did as accepted, <u>within seven (7) days and receiving</u>	AFFIDAVIT
	A Company of the Comp
Special instructions: An authorized representative of the paragraphs 1 and 3,	bidder needs to complete the following affidavit and insert an answer
Statutory Affidavit and Non-Collusion Certification:	
I,, being dul	y sworn, depose and state:
I am the (officer) and duly authorized represe	ntative of the firm of the building construction organization named

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certification on behalf of myself and the firm for Which I am acting,

- 2. 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:
- (a) Been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any state or of the federal government;
- (b) Been convicted under the laws of the 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;
- (c) Been convicted of a criminal violation of an antitrust statute of the State of Maryland, another state, or the United States;
- (d) 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;
- (e) 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 & Procurement Article;
- (f) Been convicted of conspiracy to commit any act or emission that would constitute grounds for conviction under any of the laws or statutes described in Paragraph (a) through (e) above; or
- (g) Been found civilly liable under an antitrust statute of this State, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
- 3. 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 an explanation necessary)

- 4s laffirm 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 of real property, or construction;
- 5. I affirm that this proposal or bid to the Board of Education of Howard 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 Howard 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 Howard County may terminate any contract awarded and take any other appropriate action.
- 6. SEX OFFENDER NOTIFICATION Maryland law requires certain sex offenders to register with the local law enforcement agency; See Maryland Annotated Code, Criminal Procurement Article, §11-704. One of the purposes of this law, found in Article 27§ 792, is to inform school systems when a Registered Sex Offender is residing or working in the area. When the sex offender registers, the local police are required to notify the Superintendent of Schools, and the Superintendent, in turn, is required to send a notice to school principals.

As a contractor working for Howard County Public School System (HCPSS), we require that you do not employ Registered Sex Offenders to work on projects for our school system if they, as a result, are required to perform delivery, installation, repair, construction or any other kind of services on HCPSS property. Further, Maryland Law that became effective June 22, 2006, requires that any person who enters a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. See §11-722 Criminal Procurement Article. An employer who violates this requirement is guilty of a misdemeaner and if convicted may be subject to up to five years imprisonment and/or a \$5,000 fine.

Each contractor shall screen their work-forces to ensure that a Registered Sex Offender does not perform work at a county public school and also ensure that a subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "work force" is intended to refer to all of the contractor's direct employees and subcontractors and/or independent contractors it uses to perform the work. Violations of this provision may cause HCPSS to take action against the contractor up to and including termination of the contracts.

Effective July 1, 2015, amendments to § 6-113 of the Education Article of the Maryland Code further require that a contractor or subcontractor for a local school system may not knowingly assign an employee to work on school property with direct, unsupervised, and uncontrolled access to children, if the employee has been convicted of, or pled guilty or note contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.

#42 Elementary School New Construction Bid #045.16.B4 The Contractor shall submit to HCPSS a listing of any employees assigned to perform under this agreement and certify that the necessary criminal history records checks have been conducted and that employee compiles with the requirements. See section 000740 for Criminal Background Information and forms.

The statements contained in this affidavit shall be incorporated into the awarded contract as material provisions and shall be effective throughout the life of the contract. The firm has continuing obligation through the life of the contract to submit a revised affidavit should the firm discover information, or events occur, which render the contents of this affidavit erroneous or incomplete or which would result in the firm providing a different response. The firm's failure to submit a revised affidavit within three (3) working days of either its awareness of any error, change of circumstances, incompleteness, etc., or request by the Owner shall constitute breach of contract. Upon submission of a revised affidavit, the Owner has the right to take such actions as may be necessary, in the judgment of the Owner, to maintain and enforce the provisions of the affidavit, including termination of the contract.

I DO SOLEMINLY DECLARÉ AND AFFIRM under the penalties of penalties 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 Board of Education of Howard County Maryland, and that I am executing and submitting this Form of Proposal on behalf of and with full authority by the bidder named below.

(Signat	ure of Bidder)	alaman memeri tersen all fortigen (1990) and 1990			(Date)		-
. 14	lame of Bidder)	The second of th	A PROPERTY OF THE PROPERTY OF	***************************************	(Title of E	idder)	BUILD STATE OF STREET
SUBSC	RIBED AND SWORN	to before m	e on this		day of		2015.
NOTAF	RY PUBLIC					· .	•
Name	AND THE RESERVE OF THE PARTY OF	Van E-same	Anna Sana Sana Paga	1 (1) (1) (1) (1) (1) (1) (1) (1) (1) (1	Seall		
Му Сог	nmission Expires					: 44.	
	(Legal Name of Co	mpany)	4	1000 (100 (100 (100 (100 (100 (100 (100		Anna de la companya d	
-	(Address)				11. pand 11.		
	(Olty)	PROPERTY CONTRACTOR OF THE PROPERTY CONTRACTOR O	Tallegula Steel of Steel of Steel	(State)	The second secon	(Zip)	······································
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	(E-mail address) Contractor's License		A STATE OF THE PARTY OF THE PAR	The state of the s	and the second s		The second secon

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ITEMS FOR BID SUBMISSION

The bid submission package should include the following:
Form of Proposal – Section 003000 AlA Doc A-310-2010 Bid Bond – Section 000310 (in the amount of 5%) Attachment "A" – MBE Utilization & Fair Solicitation Affidavit Attachment "B" – MBE Participation Schedule
DID PANCEL ADDISON TO THE STATE OF THE STATE
BID ENVELOPE PREPARATION
1. Bidders shall supply all data required on the enclosed bid forms. Firms are hereby advised that failure to use or fully complete the Howard County Public Schools Bid Forms as defined herein for the submission of Bids may result in their submittal being determined to be technically non-responsive.
Bid proposals for each Package/Division must be submitted in a separate sealed envelope with all the required documents. Proposals must be neat, legible, and signed by an authorized officer of the company. The person signing the bid must initial erasure or changes to the forms. Blank spaces must be filled in either ink or typewritten, both in words and figures as requested.
3 Bid forms submitted need to include One Original of the required documents.
Bidders must copy and paste the following bid envelope sample label below on the outside of each of their bid submission envelope. It is mandatory that the IFB envelope label be used or this exact information is provided on the envelope of the sealed bid proposal. Failure to do so may cause the bid proposal to be rejected.
Any bid proposal received after the time and date specified, or at a different location than specified in this document, will not be opened or given any consideration.
IFB ENVELOPE LABEL
IFB Title: #42 Elementary School New Construction IFB No.: 045.16.B4
IFB Due Date: June 21, 2016 or as changed by an Addendum IFB Due Time: 11:00 A.M.
Contract Package/Division:
Contractor's Name: Contractor's Address:

END OF FORM