

SECTION 00 3000

FORM OF PROPOSAL

Replacement of
Wilde Lake Middle School
10481 Cross Fox Lane
Columbia, MD 21044

Contract Package No.: _____

Owner: Howard County Public School System
10910 Route 108
Ellicott City, MD 21042

Bid Documents Dated: _____

Architect: TCA Architects
2661 Riva Road, Ste. 120
Annapolis, MD 21401
Tel. # 410 841-6205
Fax # 410 266-7827

Contractor: _____

Construction Manager:
Oak Contracting, LLC
1000 Cromwell Bridge Road
Towson, MD 21286
Tel. # 410 828-1000
Fax # 410 828-7488

Tel. # _____
Fax # _____

The undersigned, having visited and carefully examined the site and carefully examined the Bid Announcement and Bid Documents proposes to furnish all labor, specified materials, and specified equipment necessary to construct and properly complete all of the work required in strict accordance with the aforesaid documents using only the specified manufacturer's materials for the Lump Sum as follows:

BASE BID (WAGE SCALE)

(\$) _____
(Written in Words)

_____ Dollars (\$)

ALTERNATES

Special Instructions: Submit a bid on each of the alternates as identified in the bid documents and listed below. Do not enter "No Bid". If the alternate does not affect your price, enter zero (\$0.00). If an alternate is accepted, it will be awarded for all Contract Packages even if zero (\$0.00) dollars was quoted. These alternates are to include wage scale labor.

None

PROPOSED SUBSTITUTIONS

Where in the base bid systems, processes or manufacturer's brands are referenced, it is to be interpreted as being descriptive and not restrictive. Bids will be considered on systems, processes or products of manufacturers other than those cited if accompanied by catalogs, test reports, brochures, or other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference.

Proposed Substitution	Price Change
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

SPECIAL INSTRUCTIONS

Fill in information required by this contract package: Attach additional sheets as necessary.

Manufacturer (or Subcontractor)	Model Designation (or work to be provided)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDENDA

Receipt of the following Addenda is acknowledged:

Addendum # _____ Dated _____	Addendum # _____ Dated _____
Addendum # _____ Dated _____	Addendum # _____ Dated _____
Addendum # _____ Dated _____	Addendum # _____ Dated _____
Addendum # _____ Dated _____	Addendum # _____ Dated _____
Addendum # _____ Dated _____	Addendum # _____ Dated _____

UNIT PRICES

Unit prices for extra work or credits listed below are applicable to all work on this project involving 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 agrees to add or delete items for the unit prices identified when directed to do so by the Owner.

<u>Item</u> <u>No.</u>	<u>Description</u>	<u>Unit</u>	<u>Price</u>
1.	Earth excavation-machine and disposal onsite	Cu. yd	\$9.00
2.	Earth excavation-machine and disposal offsite	Cu. yd	\$30.00
3.	Earth excavation-hand and disposal onsite	Cu. yd	\$90.00

4. Trench excavation and soil disposal onsite	Cu. yd	\$15.00
5. Excavate and legally dispose offsite petroleum contaminated soil	Cu. yd	\$350.00
6. Undercut, dispose offsite, refill with MSHA #2 or #57 stone and compact per specified requirements at trench areas only	Cu. yd	\$60.00
7. Undercut, dispose offsite, refill with CR-6 or CR-1 and compact per specified requirements at trench areas only	Cu. yd	\$50.00
8. Undercut, dispose onsite and refill with MSHA #2 or #57 stone compact per specified requirements in open areas only	Cu. yd	\$55.00
9. Imported screened topsoil and fine graded in place no material larger than 1/2" in mix	Cu. yd	\$40.00
10. Sodding	Sq. yd	\$4.25
11. Permanent seeding and mulch	Sq. yd	\$1.50
12. Temporary seeding and straw	Sq. yd	\$0.75
13. Furnish, install, maintain and remove super silt fence and grade/restabilize	Ln. ft	\$12.00
14. Furnish, install, maintain and remove silt fence and Grade/restabilize	Ln. ft	\$5.50
15. Remove trench rock, haul and dispose of legally offsite	Cu. yd	\$225.00
16. Remove open rock, haul and dispose of legally offsite	Cu. yd	\$125.00
17. Saw, cut and remove damaged paving, dispose of legally off site, replace with 4" base course and 1 -1/2" surface course	Sq. yd	\$55.00
18. Concrete curb and gutter	Ln. ft	\$18.00
19. 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.	Sq. ft	\$13.00
20. 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
21. 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	\$15.00

22. Provide 120-volt, 20-Ampere (NEMA.5-20R) receptacle, and 100-ln/ft. 2# 12 and 12G in 3/4" conduit, and other materials as needed for a complete receptacle addition.	Per Location	\$100.00
23. Provide 15, 30, 60, 75 or 110-CD ceiling or wall-mounted speaker/strobe and 50-ln/ft. of 14 AWG THWN stranded fire alarm cabling in 3/4" conduit minimum. Provide all programming and testing.	Per Location	\$425.00
24. Provide 300-ln/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
25. Provide exit light with wire guards and 50-ft. of conduit and wire	Each	\$450.00
26. 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

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.

LIQUIDATED DAMAGES – MINORITY BUSINESS ENTERPRISE PROGRAM

This contract requires the contractor to make good faith efforts to comply with the Minority Business Enterprise ("MBE") Program and contract provisions. The Board and the Contractor acknowledge and agree that the Board of Education of Howard County 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 Program and MBE contract provisions. The parties further acknowledge and agree that the damages the Board of Education of Howard County 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 the Board of Education of Howard County 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 the Board of Education of Howard County at the rates set forth below. The Contractor expressly agrees that the Board of Education of Howard County 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 the Board of Education of Howard County 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): \$225.00 per day until the monthly report is submitted as required.
- b. 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): \$100.00 per MBE subcontractor.
- c. 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: the difference between the dollar value of the MBE participation commitment on the MBE participation schedule for that specific MBE firm and the dollar value of the work performed by that MBE firm for the contract.
- d. Failure to meet the Contractor's total MBE participation goal and subgoal commitments: the difference between the dollar value of the total MBE participation commitment on the MBE participation schedule and the MBE participation actually achieved.
- e. Failure to promptly pay all undisputed amounts to an MBE subcontractor in full compliance with the prompt payment provisions of this contract: \$225.00 per day until the undisputed amount due to the MBE subcontractor is paid.

Notwithstanding the use of liquidated damages, the Board of Education of Howard County reserves the right to terminate the contract and exercise all other rights and remedies provided in the contract or by law.

WARRANTY TO THE LUMP SUM

The undersigned affirms that the above 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 increase in wage, scales, material prices, taxes, insurance, cost indexes or any other rate affecting the construction industry and/or this project.

If the undersigned received written notice of the acceptance, at his designated address, within sixty (60) days after the bid opening (or later if the bid has not been withdrawn), the undersigned agrees to execute and deliver a contract and bonds in accordance with the bid as accepted, within seven (7) days after receiving notice, or forfeit the amount of the bid bond.

AFFIDAVIT

Special Instructions: An authorized representative of the bidder needs to complete the following affidavit and insert an answer to paragraphs 1 and 3.

Statutory Affidavit and Non-Collusion Certification:

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

1. 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.

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 omission 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)

4. 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 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. I affirm that this firm will not knowingly employ an individual to work at a school if the individual is a Registered Sexual Offender, pursuant to section 11-722 (C) of the Criminal Procedure Article of the Annotated Code of Maryland. A firm or person who violates this section is guilty of misdemeanor and on conviction is subject to imprisonment not exceeding 5 years or a fine not exceeding \$5,000 or both.

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 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 Howard County Board of Education, and that I am executing and submitting this Form of Proposal on behalf of and with full authority by the bidder named below.

(Witness)

(Signature)

Title: _____

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 2015.

NOTARY PUBLIC

My Commission Expires: _____

(Legal Name of Company)

(Address)

(City)

(State)

(Zip)

(Telephone)

(Fax)

Contractor's No.: _____

(Signature)

(Title)

(Date)

In the presence of: _____

(Witness)

(Date)

We are/ am licensed to do business in the State of Maryland as a:

Corporation

Partnership

Individual

Other