

**SECTION 003000**  
**FORM OF PROPOSAL**

Re-Bid of the St. Johns Lane Elementary School HVAC Replacement (Wage Scale)  
BID #078.25.B4-2

**Date:** 08/12/2025

**Owner:** Board of Education  
of Howard County Maryland  
10910 Clarksville Pike  
Ellicott City, MD 21042  
Tel(410)313-4584  
Fax (410) 313-6789

**Contract Package/Division:** 1A-General

**Contractor:** Oak Contracting, LLC  
1000 Cromwell Bridge Road  
Towson, MD 21286

**Engineer/Architect:** Gilbert Architects  
10451 Mill Run Circle, Suite 400  
Owings Mill, MD 21117

**Construction Manager:** The Whiting Turner Contracting Co.  
300 East Joppa Road  
Baltimore, MD 21286

**PLEASE NOTE:** that by signing this form of proposal and submitting a proposal, the Bidding Contractor acknowledges that they have reviewed the Contract Agreement Template that has been provided in these Solicitation Documents and if awarded they will agree to sign the contract as presented. If the awarded Contractor fails to sign the Official Contract when it is presented, Howard County Public Schools will reserve the right to file a claim against the Contractors Bid Bond.

In addition the undersigned, having carefully examined the Bid Documents for the above reference project, including, but not limited to the "Bid Announcement," "Instructions to Bidders," "General Conditions," "Technical Specifications," "Addenda," and any other related Bid Documents, "do hereby propose to furnish all the necessary labor, materials, equipment and services to perform all of the work required in strict accordance with the aforesaid documents using only specified manufacturer's materials for the Lump Sum as follows:

**TOTAL BASE BID (WAGE SCALE) FOR THE ENTIRE CONTRACT PACKAGE/DIVISION LISTED ABOVE – EXPRESSED IN WORDS AND FIGURES:**

Twelve Million Nine Hundred Twenty-Five Thousand Seven  
Hundred Twenty-One Dollars and Zero Cents

**\$ 12,925,721.00**

**IN WORDS (Printed Neatly in Ink or Typewritten)**

**(IN FIGURES)**

**\*\* In the case of a discrepancy between the total base bid written words and figures, the amount written in words shall govern.**

**ALTERNATE PRICING ITEMS (WAGE SCALE) - State amounts in both Words and Figures**

Special Instructions: Submit a bid on each of the alternates as identified in these Solicitation Documents and listed below. The following Alternate(s) is/are proposed for additional or changes to certain work and should not be included in the base bid total above. Alternate price's should including materials, labor and insurance, machinery, tools, utilities, apparatus and means of performing the work; and all other products or services necessary for the proper design, permitting and construction of the project in the manner set forth, described and shown in these Solicitation Documents. It is understood that this price will be used to determine the cost to alter the work and that these prices include all expenses of every kind involved with or incidental to the alteration of the items below. If selection of the alternate does not alter cost, enter "(zero)" \$0 on the lines. "Not Applicable", "N/A", "No Cost", "NC", and any other denotations other than dollars and cents shall not be used. Lines left blank will be considered a zero cost and inappropriate notations may be considered a Non-Responsive bid.

**Add Alternate No. 1 to the Base Bid** – Convert all Existing Fluorescent light fixtures to accept LED lighting tubes in lieu of replacing the existing light fixtures (Deduct Alternate Bid)

Alternate: See details under Specifications section – Schedule of Alternate No. 1

DEDUCT Four Hundred Eighty-Five Thousand Six  
(In Words): Hundred Dollars and Zero Cents **Dollars**  
(In Figures): **\$ -485,600.00 (DEDUCT)**

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**Add Alternate No. 2 to the Base Bid –** Furnish all equipment and labor as required for the install and replacement of the existing main service electrical switchboard with a new switchboard.

Alternate: See details under section 012300 – Schedule of Alternate No. 2

Three Hundred Twenty-One ThousandTwo Hundred One

(In Words): Dollars and Zero Cents **Dollars**

(In Figures): \$ 321,201.00

### **PROPOSED SUBSTITUTE EQUIPMENT**

Proposed substitutions shall be submitted in accordance with Instructions to Bidders, see Section 00100 Instructions to Bidders, Article 3, Bidding Documents, 3.3 Substitutions. Bids will be considered on systems, processes, or products of manufacturers other than those cited if accompanied by detailed technical specifications for each item, catalogs, test reports, brochures, and other descriptive literature and supporting data, sufficient in detail to permit evaluation of the proposed substitution without further reference. The Contractor should list below any proposed substitutions for a piece of equipment. If the piece of equipment is approved by the Engineer, the Contract price will be adjusted by the amount shown. The acceptance or rejection of "Substitute Equipment" **will not** be considered when determining the successful bidder.

<u>SPEC. SECTION</u>	<u>ITEM</u>	<u>SUBSTITUTE MANUFACTURER</u>	<u>ADD OR DEDUCT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

### **SUBCONTRACTORS**

Bidders are hereby requested to name the subcontractors as part of their bid package.

<u>Name of Company</u>	<u>Type of Work</u>
_____	_____
_____	_____
_____	_____

### **ADDENDA**

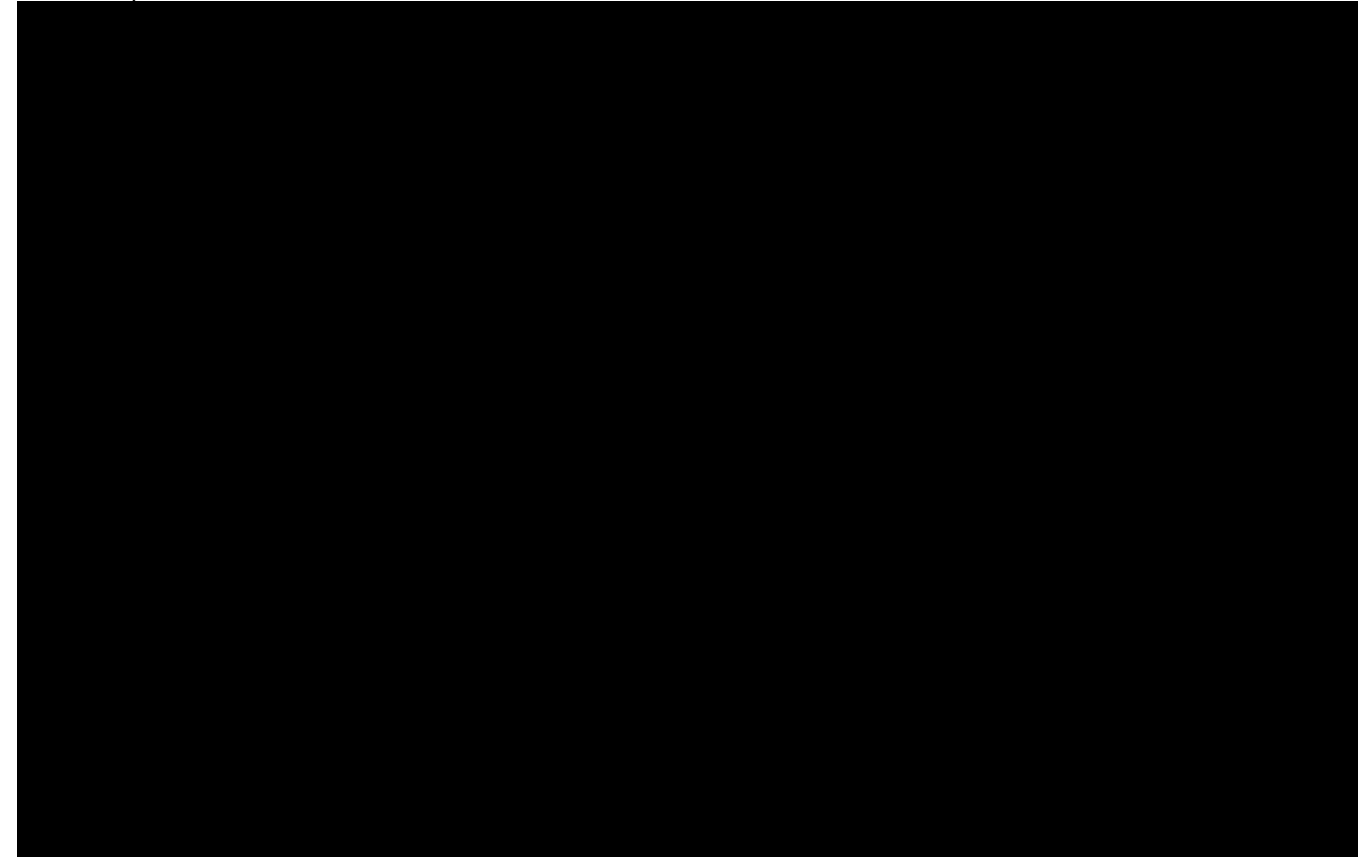
Receipt of the following addenda is acknowledged:

Addendum No. <u>1</u> Dated <u>06/27/2025</u>	Addendum No. _____ Dated _____
Addendum No. <u>2</u> Dated <u>07/17/2025</u>	Addendum No. _____ Dated _____
Addendum No. <u>3</u> Dated <u>07/31/2025</u>	Addendum No. _____ Dated _____

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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:



Cited references must be able to confirm, without reservation, your company's ability to provide the level of service mandated in this solicitation. Contact information is to be accurate. The Owner will not be responsible for errors, non-working numbers or persons that are no longer employed by the firm or do not respond. Howards County Board of Education reserves the right to reject any bid based on an unsatisfactory reference. The Board of Education also reserves the right to request additional references as needed.

### **SURVEY**

For information purposes, please advise by what methods you were informed of this solicitation. Your response would be very much appreciated.

E- Maryland Marketplace (Y/N) Yes Contractor: \_\_\_\_\_

Ad House: Name of Ad House \_\_\_\_\_ Other: \_\_\_\_\_

### **COMPANY INFORMATION**

Oak Contracting, LLC	54
Name of company	years in business
1000 Cromwell Bridge Road	
Street Address	
Towson	MD
City	State
	21286
	Zip

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Re-Bid of the St. Johns Lane Elementary School HVAC Replacement  
Bid #078.25.B4-2

410-828-1000

Telephone #

N/A

Fax #

[REDACTED]

Federal ID or Social Security #

[REDACTED]

MD Dept. of Assess. Taxation Number

[REDACTED]

eMaryland Marketplace (emma #)

N/A

MDOT MBE Certification #

\*\* Please Include a copy of your W-9

### **CONTRACT ADMINISTRATOR**

Print Name Dave Toth

Title Vice President

Address 1000 Cromwell Bridge Road

Phone 410-828-1000

Towson, MD 21286

Fax N/A

Cell phone [REDACTED]

e-mail dtoth@oakcontracting.com

### **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): \$100.00 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.
- 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: the

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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: \$100.00 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.

#### **MARYLAND MARKETPLACE (eMMA) REQUIREMENT**

Contractors are required by Maryland State law to register on eMaryland Marketplace Advantage at [eMaryland Marketplace Advantage \(eMMA\)](#) within five days following notice of award. Maryland law requires local and state agencies to post award notices on eMaryland Marketplace Advantage. This cannot be done without the contractor's self-registration in the system.

It is recommended that any interested bidder register with eMaryland Marketplace Advantage regardless of the award outcome for this procurement as it is a valuable resource for bid notification for municipalities throughout Maryland.

**If you are not already registered with eMMA please do so prior to submitting your bid. It is required that you provide your eMMA contractor number on the price page/form of proposal when you submit your proposal. Registration with eMMA is free. If you have any questions or need assistance, contact their help desk at [emma.helpdesk@maryland.gov](mailto:emma.helpdesk@maryland.gov) or call (410)767-1492.**

Failure to comply with this requirement may be considered grounds for default.

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## **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, Dave Toth, Vice President, being duly sworn, depose and state:

1. I am the (officer) and duly authorized representative of the firm of the building construction organization named Oak Contracting, LLC whose address is

1000 Cromwell Bridge Road; Towson, MD 21286 and that 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.)

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NONE

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(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.

**FORM CONTINUES ON NEXT PAGE**

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 misdemeanor 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 contract.

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 nolo contendere to, a crime involving a sexual offense, child sexual abuse and crimes of violence.


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 complies with the requirements. See section 000740 for Criminal Background Information and forms.

**I/we understand that the project I/we am seeking access to perform requires that I/we am in a school building with access to children. I/we therefore agree to undergo a criminal background check and send that information to a school system designee before receiving full approval. The criminal background check is to determine whether I/we have a record of any violation of laws prohibiting child sexual abuse or crimes of violence. I/we waive any rights such as to allow HCPSS access to that information as a condition to that approval of my request. I/we also understand that the criminal background check will be at my own expense.**

**FORM CONTINUES ON NEXT PAGE**

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 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.

 _____ (Signature of Bidder) Dave Toth _____ (Print Name of Bidder)	<u>08/12/2025</u> _____ (Date) Vice President _____ (Title of Bidder)
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SUBSCRIBED AND SWORN to before me on this 12th day of August, 2025.

NOTARY PUBLIC

Name <u>Mary T Jones</u>	Seal:	
My Commission Expires <u>08/24/2028</u>		
<u>Oak Contracting, LLC</u> (Legal Name of Company)		
<u>1000 Cromwell Bridge Road</u> (Address)		
<u>Towson</u> (City)	<u>MD</u> (State)	<u>21286</u> (Zip)
<u>410-828-1000</u> (Telephone)	<u>N/A</u> (Fax)	
<u>tjones@oakcontracting.com</u> (E-mail address)		

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

( ) Corporation      ( X ) Partnership      ( ) Individual      ( ) Other

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## **ITEMS FOR BID SUBMISSION**

The bid submission package should include the following:

- |  |   |
|--|---|
| <u>  X  </u>   | Form of Proposal – Section 003000 including the following: <ul style="list-style-type: none"><li>a) Federal ID or Social Security Number</li><li>b) MD Dept. of Assess. &amp; Taxation Number</li><li>c) eMaryland Marketplace (emma #)</li><li>d) MDOT MBE Certification</li><li>e) Copy of your W-9</li></ul> |
| <u>  X  </u>   | AIA Doc A-310-2010 Bid Bond – Section 000310 (in the amount of 5%)  |
| <b><u>Forms found under the Form of Proposal Section</u></b> |   |
| <u>  X  </u>   | Attachment “A” – MBE Utilization & Fair Solicitation Affidavit (Original)   |
| <u>  X  </u>   | Attachment “B” – MBE Participation Schedule (Original)  |

\*\*\* Did you Review the Sample Contract Template included in these Bidding Documents that you will be expected to sign if awarded a contract under this Solicitation.

**End of Form**