

THE BOARD OF EDUCATION OF MONTGOMERY COUNTY
MONTGOMERY COUNTY PUBLIC SCHOOLS
PROCUREMENT UNIT
45 West Gude Drive, Suite 3100
Rockville, MD 20850-9999
301-279-3097

January 29, 2020

INVITATION FOR BID

9730.2, Roofing Maintenance Programs at Various Facilities with Vegetative Roofs

Bid Opening Time: 2:00PM

Bid Opening Date: February 14, 2020

NOTE: In the event of emergency closing of Board of Education offices, this bid will open at the same time on the next regular working day.

BIDS RECEIVED AFTER THE BID OPENING TIME AND DATE WILL NOT BE ACCEPTED.

COMPANY NAME: _____

1. Term of Contract: March 24, 2020 through March 23, 2021
2. Terms of Delivery: 30 Days
3. Delivery Destination: Individual Location, Noted on Purchase Order
4. Bid Security Required: None
Bid Security must be made payable to Montgomery County Board of Education
5. Performance Bond Required: Yes
- 6a. Samples Required: Yes No
- 6b. Sample Delivery Requirements:
 - Deliver to the Procurement Unit
 - Deliver to Supply and Property Management
 - Deliver to the Food Service Warehouse
 - Other
- 6c. Sample Delivery Time:
 - Prior to bid opening
 - At time of bid opening
 - Subsequent to bid opening

NOTICE TO BIDDERS

The appropriate items below must be completed as part of the bid. Failure to comply may disqualify your bid. Type or print legibly in ink.

I. BIDDER INFORMATION: As appropriate, check and/or complete one of the items below.

- 1. Legal name (as shown on your income tax return) _____
- 2. Business Name (if different from above) _____
- 3. Tax Identification Number _____

A copy of your W-9 must be submitted with this bid response.

II. BIDDER'S CONTACT INFORMATION: This will be filed as your permanent contact information.

- 1. Company Name _____
- 2. Address _____
- 3. Bid Representative's Name _____
- 4. Phone Number(s)/Extension(s) _____
- 5. Fax Number _____
- 6. Email Address _____
- 7. Website _____

III. PURCHASE ORDER ADDRESS: Please complete if different from Bidder's Contact Information.

- 1. Purchase Order Address _____
- 2. Representative's Name _____
- 3. Phone Number (s)/Extension(s) _____
- 4. Fax Number _____
- 6. Email Address _____

IV. PROMPT PAYMENT DISCOUNT: MCPS may consider prompt payment discounts as part of the award process; however, the Board reserves the right to make awards according to the best interests of MCPS.

_____ Prompt payment discounts of less than twenty (20) days will not be considered.

V. PURCHASING CARD AND SUA PAYMENT PROGRAM: MCPS is currently utilizing a purchasing card and Single Use Accounts (SUA) payment program through JP Morgan MasterCard. Please check the appropriate box below.

Yes, we accept MasterCard

No, we do not accept MasterCard

Note: Beginning April 1, 2018, MCPS will no longer process check payments. To avoid payment delays after this change, all bidders that accept MasterCard are strongly encouraged to sign up to receive SUA payments upon being notified of an award. For bidders that do not accept MasterCard, the ACH payment method is also available. Please e-mail SUA@mcpsmd.org to register for SUA, or e-mail accountspayable@mcpsmd.org to

request ACH registration forms.

VI. PURCHASE ORDER PREFERENCE: Montgomery County Public Schools (MCPS) is in the process of issuing orders via Facsimile or US Mail. MCPS prefers facsimile. Please check your preference below.

Facsimile US Mail Email EDI

VII. SLMBE (SMALL, LOCAL AND MINORITY BUSINESS ENTERPRISE): Check the appropriate box below.

African American Asian American Hispanic Native American
 Female Disabled None

VIII. NON-DEBARMENT ACKNOWLEDGEMENT

_____ I acknowledge that my firm has NO pending litigation and/or debarment from doing business with the State of Maryland or any of its subordinate government units and/or federal government within the past five (5) years.

_____ I acknowledge that my firm has pending litigation or has been debarred from doing business with the State of Maryland or any of its subordinate government units and/or federal government, within the past five (5) years. (Attachment)

As the duly authorized representative of the applicant, I hereby certify that the above information is correct and that I will advise Montgomery County Public Schools should there be a change in status.

By (Signature) _____

Name and Title _____

Witness Name and Title _____

IX. BIDDER'S CERTIFICATION: Upon notification of award, this document in its entirety is the awarded vendors contract with MCPS. By signing below, the undersigned acknowledges that s/he is entering into a contract with MCPS.

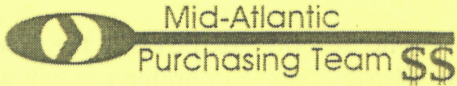
A. The undersigned proposes to furnish and deliver supplies, equipment, or services, in accordance with specifications and stipulations contained herein, and at the prices quoted. This certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same supplies, materials, or equipment, and is in all respects fair and without collusion or fraud.

B. I hereby certify that I am authorized to sign for the bidder. (Bidders are cautioned to read the material under Section XXVII, signature to Bids, and to comply with its stipulations.) I/We certify that none of this company's officers, directors, partners, or its employees have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government; and that no member of the Board of Education of the Montgomery County Public Schools, Administrative or Supervisory Personnel, or other employees of the Board of Education has any interest in the bidding company except as follows:

By (Signature) _____

Name and Title _____

Witness Name and Title _____



Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9730.2, Roofing Maintenance Programs at Various Facilities with Vegetative Roofs

USE OF CONTRACT(S) BY MEMBERS COMPRISING Mid –Atlantic Purchasing Team COMMITTEE

Extension to Other Jurisdictions

The [issuing jurisdiction] extends the resultant contract (s), including pricing, terms and conditions to the members of the Mid-Atlantic Purchasing Team, as well as all other public entities under the jurisdiction of the United States and its territories.

Inclusion of Governmental & Nonprofit Participants (Optional Clause)

This shall include but not be limited to private schools, Parochial schools, non-public schools such as charter schools, special districts, intermediate units, non-profit agencies providing services on behalf of government, and/or state, community and/or private colleges/universities that required these good, commodities and/or services.

Notification and Reporting

The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting jurisdiction or entity.

Contract Agreement

Any jurisdiction or entity using the resultant contract (s) may enter into its own contract with the successful Contractor (s). There shall be no obligation on the party of any participating jurisdiction to use the resultant contract (s). Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction Including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue.

**Metropolitan Washington Council of Governments Rider Clause
Invitation For Bid 9730.2, Roofing Maintenance Programs at Various Facilities with Vegetative Roofs Cont.**

	Yes	No		Yes	No		Yes	No
Alexandria, Virginia			Gaithersburg, Maryland			Rockville, Maryland		
Alexandria Public Schools			Greenbelt, Maryland			Spotsylvania County		
Alexandria Sanitation Authority			Harford County			Spotsylvania County Gov & Schools		
Annapolis City			Harford County Schools			Stafford County, Virginia		
Anne Arundel County			Howard County			Takoma Park, Maryland		
Anne Arundel School			Howard County Schools			Upper Occoquan Service Authority		
Arlington County, Virginia			Herndon, Virginia			Vienna, Virginia		
Arlington County Public Schools			Leesburg, Virginia			Washington Metropolitan Area Transit Authority		
Baltimore City			London County, Virginia			Washington Suburban Sanitary Commission		
Baltimore County Schools			Loudoun County Public Schools			Winchester, Virginia		
Bladensburg, Maryland			Loudoun County Water Authority			Winchester Public Schools		
Bowie, Maryland			Manassas City Public Schools					
Carroll County			Manassas Park, Virginia					
Carroll County Schools			Maryland DGS Purchasing					
Charles County Government			Maryland-National Capital Park & Planning Commission					
City of Fredericksburg			Metropolitan Washington Airport Authority					
College Park, Maryland			Metropolitan Washington Council of Government					
District of Columbia Government			Montgomery College					
District of Columbia Water & Sewer Auth.			Montgomery County, Maryland					
District of Columbia Public Schools			Montgomery County Public School					
Fairfax, Virginia			Northern Virginia Community College					
Fairfax County, Virginia			Prince George's Community College					
Fairfax County Water Authority			Prince George's County, Maryland					
Falls Church, Virginia			Prince Georgia Public Schools					
Fauquier County Schools & Government			Prince William County, Virginia					
Frederick, Maryland			Prince William County Public Schools					
Frederick County, Maryland			Prince William County Service Author					

BIDDER'S AUTHORIZATION TO EXTEND CONTRACT:

MONTGOMERY COUNTY PUBLIC SCHOOLS

Procurement Unit

45 West Gude Drive, Suite 3100

Rockville, MD 20850-9999

General Stipulations and Instructions To Bidders

I. Invitation For Bid

The Board of Education of Montgomery County Maryland, herein after referred to as The Board of Education, will receive sealed proposals until the date and time indicated on the cover of the Invitation For Bid. Bids must be delivered to Montgomery County Public Schools, Procurement Unit, 45 West Gude Drive, Suite 3100, Rockville, Maryland 20850, and be received and stamped prior to the bid opening. Bids may be delivered in person, but delivery to the mailroom or lobby does not validate the time of receipt. The respondent shall assume full responsibility for timely delivery of the bid, whether by the U.S. Postal Service or by any other carrier. Bids received after the designated time for the receipt of solicitations will be returned unopened. Bids must be delivered in sealed opaque envelopes. Envelopes shall be clearly marked on the outside lower left corner with the bid number and bid opening date and time.

II. Intent

These specifications are intended to cover the furnishing and delivery of said materials, supplies, or services as hereinafter shown to any or to each of the various public schools, offices, or to any designated warehouse or warehouses in Montgomery County, Maryland, whichever is specified, in quantities to be determined subsequent to the bid opening.

III. Right To Cancel Or Reject Bids

- A. The Board of Education reserves the right to cancel any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this Invitation For Bid, or if the general conditions and specifications which are attached and made part of this bid are not fulfilled, or if in any case there is any attempt to willfully impose upon the Board of Education materials or products or workmanship which are in the opinion of the Board of Education of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Board of Education to damages for the breach of any covenants of the contract by the contractor. The Board of Education also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials or services similar in nature to those mentioned in this bid.
- B. The Board of Education reserves the right to reject any or all bids in whole or in part; to make partial awards; to waive any irregularity in any quotation; to increase or decrease quantities if quantities are listed in the bid; to reject any bid that shows any omissions, alterations of form, and additions, conditions, or alternate proposals not called for; and to make any such award as is deemed to be in the best interests of the Board of Education.
- C. All items furnished must be completely new and free from defects. No others will be accepted under the terms and intent of this bid.

IV. Right To Purchase In The Open Market

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work within the time stipulated in the contract, The Board of Education reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of the bid.

V. Failure To Furnish Item(s)

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, The Board of Education reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Board of Education.

VI. Employer Information Report EEO-1

The Board of Education requires that each successful bidder be liable for compliance with the provisions of Title VII of the Civil Rights Act of 1964. In order to fully comply with Title VII, a company must file Employer Information Report EEO-1 with the Joint Report Committee, 1800 G Street, NW, Washington, D.C. 20036. Only companies that fall within the following categories are required to file the Employer Information Report EEO-1:

The entire company has at least 100 employees on the payroll. The company is affiliated through centralized ownership and/or centralized management, and the group legally constitutes a single enterprise employing a total of 100 or more employees.

If your company has already filed an EEO-1 by virtue of supplying materials or services under Federal Government Contracts, it is necessary to submit only a copy of your most recent EEO-1 report to the Procurement Unit. If you are filing a report for the first time, send a copy of EEO-1 to the Procurement Unit. Please note that purchase orders will not be issued to companies that fall into the above categories until proof of EEO-1 reporting has been received.

VII. Preparation Of Bid

Bids must be submitted on the copy provided. Bidders may wish to reproduce and retain one copy for its files. Bids must be signed by an authorized representative of the company submitting a bid. It is the intent of this solicitation that should a given bid be accepted, it will automatically become the contract. Notification of the bid award will be made by letter. Bidders shall submit its bids and specifications on the appropriate specification sheets that show the schedule of items to be purchased. Bidders may attach a letter of explanation to its bid if it so desire.

Prices quoted shall not exceed the prices established under any governmental price control regulations. Bidders will be required if requested by The Board of Education, to furnish satisfactory evidence that they are qualified as manufacturers or dealers in the items listed and have a regularly established place of business. An inspection of any bidder's place of business may be made to determine the bidder's ability to perform.

VIII. Discounts

The Board of Education reserves the right to consider discounts in computing the bid.

A. Trade Discounts

All prices offered must be the lowest net price after trade discounts have been considered. Bids offering a percentage off list prices will not be accepted unless: (1) specifically requested in that manner; (2) two copies of the referenced price list accompany the bid.

B. Payment Discounts

Prompt payment discounts are solicited and will be treated as follows:

(1) Unless specifically stated otherwise, discounts offered which allow a minimum of twenty (20) days to qualify will be

deducted from prices offered in the bid for the purpose of determining the lowest price offered.

(2) Discounts offering less than twenty (20) calendar days will not be deducted from price offered for the purpose of determining the lowest price, but will be taken if payment is made within the discount period.

IX. "Or Equal" Interpretation

Unless the specifications and/or conditions state a specific brand and substitutions will not be considered, the Board of Education will consider other brands or the product of other manufacturers as long as the product meets the same specifications, standards, and quality of the material being solicited through the bid. On all such bids the bidder shall indicate clearly the product on which it is bidding and shall supply sufficient data on its own letterhead to enable an intelligent comparison to be made with the particular brand or manufacturer specified.

Whenever the specifications indicate a product of a particular manufacturer, model, or brand and in the absence of any written statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacturer specified, together with all accessories enumerated in the specifications.

X. Consideration of Prior Service

Awards on this bid will be made after consideration has been given to any previous performance for The Board of Education as to quality of service and/or merchandise and with regard to the bidder's ability to perform should it be awarded the bid.

XI. Delivery

The bidder agrees to furnish and deliver during the period of the contract the items and articles which may be awarded to the bidder in such amounts and quantities within the terms of the contract. **All Deliveries Must Be Prepaid FOB Destination, And In No Case Will Shipments Collect Or Sidewalk Deliveries Be Accepted.** Bidders shall uncrate, completely assemble, and set in designated place all equipment and furniture. All delivery cost shall be included in the bid unit price.

XII. Packing Slips And Delivery Tickets

All materials delivered on this contract shall be packed in a substantial manner in accordance with accepted trade practices. No charges may be made over and above the bid price for packaging or for deposits on containers. All deliveries shall be accompanied by delivery tickets or packing slips. Tickets shall contain the following information for each item delivered: the quantity, bid number, and the name of the contractor.

XIII. Invoices

Payment depends on receipt of a proper invoice and satisfactory contract performance. All invoices are to be transmitted to the Division of Controller at:

Division of Controller
45 West Gude Drive, Suite 3200
Rockville, MD 20850-9999

Every invoice must include the following information:

- A. Name and address of the contractor
- B. Taxpayer Identification number
- C. The purchase order number
- D. An invoice number
- E. Bid number if applicable
- F. The ship to address
- G. Line item description, quantity, unit of measure, unit price, and extended price as stated on the purchase order
- H. Shipping and payment terms if not a bid item

When a discount for payment is authorized and taken; it will be made to the contractor as close as possible to, but not later than,

the end of the discount period. Prices quoted shall not include federal excise or state sales and use taxes. Exemption certificates will be furnished upon request. Contractor inquiries concerning payment may be made to accountspayable@mcpmsmd.org.

XIV. Bid Security

If bid security is required, it must be payable to: "Montgomery County Board of Education."

Such bid security will be returned to all except the successful bidder(s) within five business days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond if such bond is required under the terms of the award. If no award is made within 60 days after the date of the opening of the bids, bid security will be returned to any bidder upon demand of the bidder at any time after the 60-day period so long as it have not been notified of the acceptance of its bid. Written notification of the acceptance of any bid will be made to the successful bidder(s).

XV. Performance Bonds

If required, the successful bidder or bidders on this bid must furnish a performance bond in the amount indicated in the bid document, made out to Montgomery County Board of Education and prepared on an approved performance bond form as security for the faithful performance of its contract. The performance bond shall be submitted within ten business days of the notification that the bid has been awarded. The surety thereon must be such surety company or companies as are acceptable to The Board of Education and as are authorized to transact business in the State of Maryland. Attorneys in fact who sign bid bonds must file with each bond a certified copy of its power of attorney to sign said bonds. Should the bidder fail or refuse to furnish the required performance bond within ten business days after notification the bidder shall pay to The Board of Education as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with its bid.

XVI. Provision For Municipal Offices

Each bidder agrees when submitting its bid that it will make available to every office and department of the Montgomery County Government the bid prices submitted on this bid should any such department or office wish to take advantage of the bid prices submitted to The Board of Education.

XVII. Product Testing During Time of Contract

Material delivered on any contract resulting from this Invitation For Bid may be tested for compliance with the specification stipulated herein. Any shipment failing to fully meet or comply with the specification requirements will be promptly rejected.

The cost of testing a representative sample of an order or shipment for acceptance shall be borne by the Board of Education except if the order or shipment is rejected for failure to meet the requirements of the specification. In case of failure to meet the requirements of the specification the cost of testing will be charged to the contractor.

XVIII. Safety Standards

All work performed and all items supplied shall be in compliance with applicable federal and state safety standards. (OSHA-MOSHA). Material Safety Data Sheets shall be included in all shipments.

XIX. General Guaranty

The contractor agrees to:

- A. Save the Board of Education, its agents, and employees harmless from liability of any nature or any kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in the performance of the contract

of which the contractor is not patented assignee, licensee, or owner.

- B. Protect the Board of Education against latent defective material or workmanship and to repair or replace any damages or marring occasioned in transit or delivery.
- C. Furnish adequate protection against damage to all work and to repair damages of any kind, to the building or equipment, to its own work or to the work of the contractors for which it or its workers are responsible.
- D. Pay for all permits, licenses, and fees and give all notices and comply with all laws, ordinances, rules, and regulations of the Board of Education and of the State of Maryland.

XX. Indemnity

The contractor shall indemnify, keep, and save harmless the Board of Education, its agents, officials, and employees against all injuries, death, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way occur against them in consequence of the granting of this contract or which may in any way result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the contractor or its employees, except to the extent of the negligence of the Board of Education, its agents, officials and employees. The contractor shall, at its own expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Board of Education in any such action based on the actions and/or negligence of the contractor, its agents and employees, the contractor shall at its own expense satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the contractor, shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Board of Education as herein provided.

XXI. Insurance

The contractor shall maintain Comprehensive Business Insurance for protection from claims under the Workmen's Compensation Act, claims for damage because of bodily injury, death, or property damage to others, including employees of the Board of Education; and claims for damages arising out of the operation of motor vehicles, which may arise during the performance of the contract whether caused by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. The contractor shall also maintain product liability insurance. The aforementioned insurance shall cover the duration of the contract period, including all periods of the time and all places where work is performed under an expressed or implied warranty. The limits of such liability insurance for each occurrence shall be equal to or greater than \$500,000 for Bodily Injury and \$100,000 for Property Damage. The certificate on the insurance, indicating coverage for the term of the contract, shall be made in favor and provided to The Board of Education prior to commencement of the contract. A company duly licensed by the Maryland Insurance Commissioner and qualified to sell insurance in Maryland shall issue all insurance policies.

XXII. Inspection Of Premises

Before submitting a bid for any construction or installation work in any building or on the premises of the Board of Education, the bidder should carefully examine the premises and upon submitting its bid will be considered to have examined the premises, building, or buildings where the work is to be done. For any work or installation requiring the use of labor, the successful bidder before starting work must provide sufficient evidence of insurance showing that it is adequately covered for Workmen's Compensation and Public Liability insurance.

XXIII. Patents

The contractor shall hold and save the Board of Education, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented inventions, articles, process, or appliance manufactured or used in performance of this contract including its use by Montgomery County, unless otherwise specifically stipulated in this contract.

XXIV. Samples And Catalog Cuts

A. Requirements and Delivery

Sample requirements and sample delivery stipulations are indicated in the bid document. Further details concerning samples may also be indicated in the detailed specification portion of the invitation. Bidders shall make all arrangements for delivery of samples to location indicated.

B. Sample Identification

All sample packages shall be marked "Samples" and each sample shall bear the name of the bidder, item number, and bid number and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of its bid.

C. Testing or Comparing Samples

Samples are requested for the purpose of testing or comparing with detailed specifications. Therefore, The Board of Education reserves the right to retain or destroy the articles or materials submitted as samples for the purpose of testing. Accordingly, The Board of Education shall be free from any change or claim on the part of the bidder or contractor if any articles or materials furnished as samples are lost or destroyed. Materials such as food may be tested from the raw, uncooked, baked, or canned sample being submitted at the time of bid opening or subsequent to bid opening. Food tests shall consider specification factors such as contents, weight, size, taste, texture, appearance, uniformity of color, and defects, if any.

D. Retention and Removal of Samples

The samples submitted by bidders on items on which it have received an award will be retained by The Board of Education until the delivery of contracted items is completed and accepted. Bidders whose samples are retained will be notified when its samples may be removed. Samples on which bidders are unsuccessful must be removed as soon as possible but not more than 15 calendar days after notification that the award has been made by The Board of Education. The Board of Education will not be responsible for such samples if not removed by the bidder within 15 calendar days after the notification of award has been made.

E. Sample Quantities

Samples are required in the exact packaging and size as stated in the item description unless otherwise indicated in the bid document or it is determined that a smaller quantity is sufficient for adequate testing.

F. Descriptive Literature

All bidders are required to furnish with the bid proposal a brochure, properly bound and labeled, showing full illustrations and specifications on each item offered, if bidding other than specified; or if specifically requested. These cuts and specifications are to be arranged and labeled with the item number in the same sequence as the items appear in the specifications and attached on separate pages of a brochure. The cover of the brochure shall contain:

1. Vendor's name, address, and phone number
2. Bid number

XXV. Time of Completion

The Board of Education reserves the right to revise the starting and completion dates for delivery and installation of equipment to new schools and additions as stated below if the bid is wholly or in part for the furnishing of new schools and additions to existing buildings. At least 60 days prior to the date scheduled for delivery and installation for each project, the Board of Education will notify the contractor whether or not any change will be required in the dates for

the beginning and completion of delivery. The right is reserved to specify beginning dates and completion dates two weeks earlier than listed above or to postpone the beginning and completion dates for not more than 30 days later than the dates as listed. These changes in delivery dates, if any, for new schools and additions to older buildings will be applicable to individual projects as specified and not to all projects as a whole. The estimated dates on which deliveries may be begun and which time deliveries and installations must be completed have been estimated as carefully as possible; and if any change is required by circumstances beyond the control of the Board of Education, the revised delivery dates as established by the procedures outlined immediately above will become the definite schedule for completion of the contract as if it had been set in the original schedule as outlined.

XXVI. Guarantee

The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by it for a period of one year from date of acceptance of the items delivered and installed. If, within the guarantee period, any defects or signs of deterioration are noted which in the opinion of The Board of Education are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at its expense, shall repair or adjust the equipment or parts to correct the condition: or it shall replace the part or entire unit to the complete satisfaction of the Board of Education. These repairs, replacements, or adjustments shall be made only at such times as will be designated by the Board of Education as least detrimental to the instructional programs.

XXVII. Signature To Bids

Each bid must show the full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. All correspondence concerning the bid and contract, including Notice of Award, Copy of Contract, and Purchase Order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Bids by partnerships must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When required, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of its authority to do so.

XXVIII. Errors In Bids

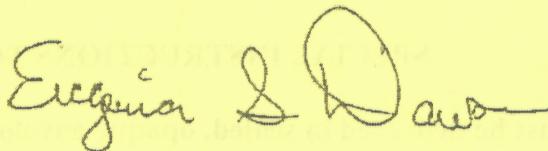
Bidders, or its authorized representatives, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and the bidder cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of the bidders.

XXIX. Resolution and Disputes

Bidders who have any concerns regarding the recommended awards of this solicitation should promptly contact the buyer in the Procurement Unit before the scheduled Board action. Any concerns that cannot be resolved informally with the buyer should be addressed to the senior buyer of the Procurement Unit. The senior buyer of the Procurement Unit shall attempt to resolve, informally, all protests or complaints regarding bid award recommendations. Any formal protest must be filed with the senior buyer of the Procurement Unit within seven (7) calendar days of the date of the pre-award notice.

XXX. Inquiries

Should any bidder have any question as to the intent or meaning of any part of this bid, it must contact the undersigned to receive a written reply before submitting its bid. Inquiries must be submitted in writing no later than four business days prior to bid opening date.



Eugenia S. Dawson
Director, Department of Materials Management

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**INVITATION FOR BID # 9730.2
ROOFING MAINTENANCE PROGRAMS
AT VARIOUS FACILITIES WITH VEGETATIVE ROOFS**

GENERAL CONDITIONS AND SPECIFICATIONS

I. GENERAL CONDITIONS

A. SCOPE

Montgomery County Public Schools seeks to obtain bids from contractors interested in providing comprehensive Vegetative Roof Maintenance. The work shall include all required inspections, maintenance and repairs of all roof systems located on facilities with vegetative roofs throughout Montgomery County Public School (MCPS) identified herein (**APPENDIX E**).

B. INTENT

1. **It is the intent of this bid to secure all-inclusive unit costs from Montgomery County Public Schools (MCPS) Pre-Qualified Roofing Contractors only, to perform:**
 - a) Comprehensive Bi-monthly Vegetative Roof Maintenance for all vegetative roofs;
 - b) If necessary, provide proposals to perform Remediation of Vegetative Roofs;
 - c) Perform Bi-Annual Preventative Maintenance Roof Inspections involving various types of roof systems at the particular locations specified herein; and
 - d) Provide proposals for various other "General Roof Repairs" as requested by MCPS using the unit prices offered herein to address vandalism, leaks, weather related damage, etc. adhering to MCPS specifications herein and manufacturer's recommendations necessary to continue the twenty-year NDL manufacturer warranty uninterrupted for facilities identified herein.

The successful Contractor must comply with the materials testing requirement herein and to submit Asbestos Free Material Verification Form as applicable. (See General Conditions Section J and APPENDIX C).

2. **Proposals offered for each task by the authorized Contractors shall be all inclusive, including but not limited to labor, equipment and miscellaneous materials to satisfy all specification requirements. All costs shall be included in the proposals submitted using the line item unit cost for labor and percentage over direct cost for material. All work shall be performed in accordance with the latest applicable laws, codes and regulations of the various regulatory bodies of the State of Maryland, Federal/Local Governments and**

all other boards or departments having jurisdiction. **The successful bidder must comply with all roof safety requirements as identified by the Occupational Safety and Health Administration (OSHA), Maryland Occupational Safety and Health Act (MOSHA), etc.** These regulations and standards will be further considered a part of these specifications and conditions. The bidder will furnish and install any additional items required by the same, whether or not particularly shown or specified. All deliveries must be prepaid FOB destination. In no case will collect shipment be accepted.

C. AWARD

1. This solicitation does not commit MCPS to award any contract or to pay any costs incurred in the preparation of a response. It is the intention to award this contract to the bidder(s) based on qualifications, experience and unit prices offered with consideration given to any previous performance for the Board of Education as to quality of service and acceptable merchandise, and with regard to the bidder's ability to perform should it be awarded the contract. However, the Board of Education reserves the right to make awards according to the best interest of MCPS. **Awards are contingent upon availability of funds.**
2. Wherever the term "provide" is used, it shall mean, "Furnish and install in place, complete in all details".

D. SITE INSPECTION

Bidders are allowed to inspect the work sites/vegetative roofs before bidding. The bidder shall report to the main office to contact the Building Services Manager prior to performing their inspection. The bidder shall carefully review the site location conditions and access before submitting their bid. When the bid has been submitted and received, it shall be understood that the work site has been inspected and the bidder is aware of the needs and conditions under which the work is to be accomplished including, but not limited to, all work and equipment required to satisfy any and all laws, codes, regulations, etc., that are applicable. The bidder shall submit a **written report** to Laurie Checco, Buyer II, upon identifying any condition which might prevent performance of the work in the manner intended, at least four working days prior to the bid opening. Failure to do so will not relieve the successful bidder of the obligation to furnish all materials and labor necessary to fully carry out the provisions of the contract documents.

The successful Contractor(s) shall contact schools in advance of scheduling roof inspections. Once on site, the Contractor(s) must report to the main office to sign in before commencement of roof inspections or repairs. **Contractors who fail to receive advance approval to perform inspection may result in denial of access to facility that day and will need to re-schedule inspection visit.**

E. VEGETATIVE ROOF EXPERIENCE

Contractors shall submit a packet with the following items. Any submissions that are incomplete or fail to provide the mandatory submissions may be disqualified.

- Number of years installing and maintaining Vegetative Roofs.
- List of all vegetative/vegetative roof projects, total square footage and year installed
- Sample Vegetative Roof Inspection Report

- Staff names and resumes
- List current Vegetative Roof Maintenance contracts and contact information
- Qualifications, certifications and experience with vegetative roof and vegetative roof Manufacturers
- Current 20 NDL certification for **Johns Manville** and **Firestone Building Product Company**

F. WORK SCHEDULE/RESTRICTIONS

1. Work Schedule

All work shall be scheduled with each individual school prior to reporting to the site to begin work. Typical routine maintenance and inspections work can be performed during regular work hours **Monday through Friday 7:00 a.m. to 6:00 p.m.** No work shall disrupt the school operation and some work may have to be performed during non-school hours.

2. Restrictions

No roof surface repairs utilizing "HOT ASPHALT" material shall be performed while students are in the building. The contractor shall take all precautions to minimize the asphalt odors by utilizing odor reducers approved by MCPS which are; **Continental Materials, Inc., "No Smell Asphalt" additive or ArrMaz Custom Chemical product "deScent"**.

3. The Annual Vegetative Roof Maintenance Program work shall begin on or about **March 1st** and be completed on **November 30th** each year. **(Note: The beginning of the remediation or maintenance cycle will be adjusted as required to coincide with the MCPS award of contract.)** MCPS will provide the contractor with a notification letter of award to proceed. This maintenance cycle will be repeated each contract year.

4. Roof Inspections shall be performed bi-annually, once in the spring (March, April or May) and once in the fall (September, October or November)

5. All roof repairs will be approved by the MCPS project coordinator. The successful contractor shall submit proposals utilizing the awarded unit prices for all non-emergency repair requests. All proposals shall include start and completion dates. **No proposals will be considered without these dates.**

G. CONTRACT TERM

The term of contract shall be for one year as stipulated on the Invitation for Bid. However, the contract may not begin until one day after approval by the Board of Education and shall conclude as stated under the contract term. MCPS reserves the right to extend this contract at existing prices, terms and conditions for up to four additional one year terms. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful bidder 90 days prior to the expiration of the original contract. The bidder(s) will have ten days from date of notification to return the notice acknowledging its intent to accept or reject the extension. Once all responses are evaluated, MCPS staff may make a recommendation to the Board of Education

to extend the contract or decide to re-bid. If the contract is extended by the Board of Education, a contract amendment will be issued; **however, no purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

H. MCPS EMERGENCY/CRISIS PROCEDURES, SHELTER/LOCKDOWN

Emergency/Crisis Procedure Information

1. In the event of an emergency/crisis incident while working in an MCPS facility, the Contractor and/or their representative(s) shall be required to adhere to the established MCPS procedures and school administrative guidelines during such an occurrence.
2. Supplied herein under **APPENDIX A** for the Contractor's information are the MCPS Emergency/Crisis Procedures, Shelter/Lockdown. It is the Contractor's responsibility to familiarize themselves and their representative(s) regarding the Shelter/Lockdown Procedures. These procedures are subject to change to meet MCPS requirements.
3. The Contractor shall have at the work site, a reasonable amount of materials that will allow them to quickly secure the work area and/or secure buildings as required for the type of work being performed.

I. WARRANTY/GUARANTEE

1. **Roofing Surface System and Accessories:** (Includes Roof System, Metal Flashing, Trim and Pans, etc.)

Non-Manufacturer-Warranted Repairs: All non-manufacturer-warranted roof and accessory repairs such as vandalism, weather damages, etc. made by the contractor shall be performed in compliance with the material/system manufacture recommendations and be covered under a 5-year labor and materials warranty.

Manufactured Warranted Repairs: All manufactured warranted repairs shall be performed in compliance with the manufacture's recommendations and be covered under any remaining originally warranty such as roof system twenty-year NDL warranty originally provided to MCPS including all labor and materials. **The contractor shall take the lead to coordinate all warranty claims with the roofing system manufacture and keep MCPS involved in the process.**

2. **Vegetative Roof Vegetated Systems:** Any replacement vegetation installed under this bid shall be guaranteed for 5-years. The contractor shall replace the vegetation with plants of like kind.
3. All implied warranties herein shall begin upon the acceptance of the work as being 100% completed to the satisfaction of MCPS. Any manufacturer of material(s) used to perform this work and offering as standard a longer warranty/guarantee than as specified herein, shall take precedence.
4. The warranty is not intended to cover any damage caused as a result of deliberate Act of Vandalism or Act of Nature.

J. GENERAL ASBESTOS INFORMATION**1. Asbestos Free Materials**

NO MATERIALS PROVIDED SHALL CONTAIN ASBESTOS!!!! All Contractors providing and/or installing any of the building materials listed below shall secure laboratory analysis confirming that materials contain NO ASBESTOS. The cost for testing shall be included in the bid prices offered. After the initial testing has been performed additional annual testing will be required thereafter or immediately upon any change in materials or manufacturers.

- Acoustical ceiling tile
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). The Contractor or the manufacturer can have the laboratory testing performed. No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>

The Contractor shall provide required laboratory analysis report(s) and completed "Asbestos Free Material Verification Form" herein (see **APPENDIX C**) **within 15 working days** after receipt of the "Pre-Award Notification" letter for each listed product required in the execution of the scope of work.

2. Existing Asbestos Materials

MCPS shall be responsible for all asbestos abatement tasks as may be required regarding existing materials on site. Any questions concerning asbestos materials shall be directed to Mr. John Conaway MCPS Environmental Health Specialist at 240-740-2331.

K. DEVIATIONS

All approved bids, meeting the intent of the invitation, will be considered for award. Bidders who are deviating from the terms, conditions, and/or specifications shall list such and explain fully on a separate sheet to be submitted with their bid. The absence of such a sheet shall indicate that the bidder has taken no exception and shall be held responsible for performing in accordance with the terms, conditions, and specifications as stated herein.

L. SUBMISSION OF BIDS (Sealed Bids Only) – Required Submissions**1. Bid Documents**

One original and one copy of the bid are requested. Faxed responses are not acceptable. SEALED BIDS ONLY. The cover page of each copy must be clearly marked original or copy. Bidder(s) may wish to reproduce and retain an additional copy for their files.

2. Quotation Form (Pages 1-3)

- a. Quotations are to be entered on the Quotation Form supplied in **APPENDIX G. Faxed or emailed responses are not acceptable.**
- b. **Contractors shall submit a separate price for each item listed on the Quotation Form. Submission of one price for all the items without indicating a price per item shall be considered non-responsive and will invalidate the BID.** Prices offered shall be valid for acceptance during a period of no less than 90 days from date of bid opening.

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the bid closing date and time. It is the Contractor's responsibility to check the MCPS website under event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact Laurie Checco, CPPB, Buyer II at Laurie_S_Checco@mcpsmd.org or by phone 301-279-3097, to confirm that they have all addenda/errata. Failure to acknowledge errata/addenda on the form may result in a proposal being deemed non-responsive and consequently rejected.

4. State of Maryland Licenses/Certifications

General Requirements: The Contractor must possess a current “**State of Maryland Construction Business License**” or a “**Maryland Home Improvement Commission License**”. These are considered “**TAX LIABILITY**” Licenses and do not authorize a contractor to perform any trade specific work in the State of Maryland without the appropriate trade license. **NOTE: All out of state bidders must provide an out of state Maryland Construction Business or Home Improvement license.**

Construction Business License: This type of business license is issued through the County or Baltimore City, or the Clerks of the Circuit Court in which your business is located within the State of Maryland. Contact the **State License Bureau** <http://www.marylandtaxes.com/> or at 410-260-6240 for additional information as required.

Maryland Home Improvement Commission License: This type of license is issued through the State of Maryland, Department of Labor, Licensing and Regulations, Maryland Home Improvement Commission. For further information, and to locate the closest office go to www.DLLR.state.md.us or call 410-230-6309.

5. **Contractor Experience with Vegetative Roofs**

Contractors shall submit a packet with the following items. Any submissions that are incomplete or fail to provide the mandatory submissions may be disqualified. (See **Appendix F**).

- Number of years installing and maintaining Vegetative Roofs.
- List of all vegetative/vegetative roof projects, total square footage and year installed
- Sample Vegetative Roof Inspection Report
- Staff names and resumes
- List current Vegetative Roof Maintenance contracts and contact information
- Qualifications, certifications and experience with vegetative roof and vegetative roof manufacturers
- Current 20 NDL Certification for Johns Manville and Firestone Building Products Company

6. **References**

Bidders shall provide three references with their bid submission. (See **General Conditions, O. References**).

M. **Contractors' Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

Beginning July 1, 2015, all MCPS contracts must include the following provisions:

- a. **Prohibition against assigning registered sex offenders and individuals convicted of sexual offenses, child sexual abuse, and other crimes of violence to MCPS contracts:**

Maryland Law requires that any person who enters into a contract with a county board of education "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. Under § 11-722 of the Criminal Procedure Article of the Maryland Code, 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 \$5000 fine.

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 and employee to work on school premises 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:

1. A sexual offense in the third or fourth degree under § 3-307 or § 3-308 of the Criminal Law Article of the Maryland Code or an offense under the laws of another state that would constitute an offense under § 3-307 or § 3-308 of the Criminal Law Article if committed in Maryland;

2. Child sexual abuse under § 3-602 of the Criminal Law Article, or an offense under the laws of another state that would constitute child sexual abuse under § 3-602 of the Criminal Law Article if committed in Maryland; or
3. A crime of violence as defined in § 14–101 of the Criminal Law Article, or an offense under the laws of another state that would be a violation of § 14–101 of the Criminal Law Article if committed in Maryland, including: (1) abduction; (2) arson in the first degree; (3) kidnapping; (4) manslaughter, except involuntary manslaughter; (5) mayhem; (6) maiming; (7) murder; (8) rape; (9) robbery; (10) carjacking; (11) armed carjacking; (12) sexual offense in the first degree; (13) sexual offense in the second degree; (14) use of a handgun in the commission of a felony or other crime of violence; (15) child abuse in the first degree; (16) sexual abuse of a minor; (17) an attempt to commit any of the crimes described in items (1) through (16) of this list; (18) continuing course of conduct with a child under § 3-315 of the Criminal Law Article; (19) assault in the first degree; (20) assault with intent to murder; (21) assault with intent to rape; (22) assault with intent to rob; (23) assault with intent to commit a sexual offense in the first degree; and (24) assault with intent to commit a sexual offense in the second degree.

Each contractor is required to submit, following award of a contract, documentation confirming that its direct employees and those of any subcontractors and/or independent contractors assigned to perform work in a MCPS school facility under the contract meet this obligation. Additionally, the contractor must confirm that it continues to meet this obligation on an annual basis and/or when there are changes in the work-force that the contractor and/or its subcontractors use to perform the work required by the contract.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

b. **Required criminal background check process for certain individuals in the contractor's workforce:**

Under recent amendments to § 5-551 of the Family Law Article of the Maryland Code, each contractor and subcontractor shall require that any individuals in its work-force must undergo a criminal background check, including fingerprinting, if the individuals will work in a MCPS school facility in circumstances where they have direct, unsupervised, and uncontrolled access to children. The term "work-force" in this and the preceding section refers to all of the contractor's direct employees, subcontractors and their employees, and/or independent contractors and their employees that the contractor uses to perform the work required by the contract.

Fingerprinting for the criminal background check may be performed by the MCPS Office of Human Resources and Development, 45 W. Gude Drive, Rockville, MD 20850, or through another service approved by MCPS. Individuals fingerprinted by MCPS will be required to provide written consent, and MCPS will maintain copies of all records for criminal background checks performed by MCPS. If the contractor uses another service approved by MCPS, the results of the criminal

background check must be provided to MCPS for record keeping. A list of MCPS approved fingerprinting agencies can be found on the Procurement Unit website at <http://www.montgomeryschoolsmd.org/departments/procurement>.

The contractor must take appropriate steps to promptly follow up on information identified in the criminal background check related to the sexual offenses, child sexual abuse offenses, and crimes of violence enumerated above, as well as any information regarding offenses involving distribution of drugs or other controlled substances, or any other criminal information identified by MCPS as warranting further explanation insofar as it may significantly affect the safety and security of MCPS students. If, after following up, the contractor believes that the individual is qualified and should be assigned to work (or continue to work) in a MCPS school facility, then the contractor will provide a written summary to MCPS justifying its recommendation. MCPS will rely on the contractor's summary to determine whether to accept the contractor's recommendation, and the contractor will be responsible for any consequences of a material misrepresentation in its written summary.

Once the contract is awarded, the contractor is responsible for implementing the background check process. An individual in the contractor's work-force may not begin work in a MCPS school facility on an assignment where the individual will have direct, unsupervised, and uncontrolled access to children, until: (a) the background check results for that individual have been received by MCPS; (b) the contractor certifies to MCPS that the individual has received training and/or reviewed informational materials, as appropriate, regarding recognizing, reporting, and preventing child abuse and neglect, consistent with the content provided in training for MCPS employees; and (c) the individual obtains a MCPS identification badge. The badge will be issued by the MCPS Department of Safety and Security, 850 Hungerford Drive, Room 131, Rockville, MD 20850. Appointments are made by calling 301-279-3066. The contractor will be required to return all badges at the conclusion of the contract.

The criminal background check and badging process will be at the contractor's expense.

Violation of this provision is a material breach of contract for which MCPS may take appropriate action up to and including termination of the contract.

N. EMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMarylandMarketplace. Registration is free. It is recommended that any interested supplier register at <https://procurement.maryland.gov/>, regardless of the award outcome for this project as it is a valuable resource of upcoming bid notifications for municipalities throughout Maryland.

O. REFERENCES

Bidders shall provide three references with their bid submission. The references shall have company name, contact person, address and phone number of three current customers for which a contract for similar size and type of project has been provided. If the reference information is not

accurate and MCPS cannot contact the person(s) named then your bid may not be considered. MCPS may request additional references. **Note: ALL BIDDERS must provide references including bidders currently engaged in business with MCPS.**

<u>Company Name & Address</u>	<u>Phone Number</u>	<u>Contact Person</u>	<u>Contract Number</u>
1. _____ _____			
Email _____			
2. _____ _____			
Email _____			
3. _____ _____			
Email _____			

P. AWARD CRITERIA

1. Conformance to specifications and completeness of bid submission
2. Ability to perform
3. Price
4. Past performance

Q. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Laurie Checco, CPPB Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville Maryland 20850, fax number 301-279-3173, or email to Laurie_S_Checco@mcpsmd.org. Questions must be received no later than four business days prior to bid opening in order for the bidder to receive a reply prior to submitting its bid. The Board of Education will not be responsible for any oral or telephone explanations or interpretations. **Bidder contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board of Education will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its bid.** The MCPS Procurement Unit web site address is <https://www.montgomeryschoolsmd.org/departments/procurement/vendors.aspx>.

Subsequent to the award if the Contractor finds any discrepancy or omission and has questions of MCPS's intent, prior to performing work, they shall notify the buyer **in writing** via fax to email to resolve and receive clarification.

R. SPECIAL CONDITIONS

1. Audit Provisions – MCPS shall have the right to examine the successful bidder(s) records pertaining to work performed under the contract to determine and verify their compliance with all contractual conditions. MCPS shall be granted access to such records at all reasonable times during the contract period and for three years thereafter.
2. Contingent Fee – The successful bidder(s) hereby represents that they have not retained anyone to solicit or secure this contract from MCPS upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial selling agencies maintained by the person so representing for the purpose of securing business, or any attorney rendering professional legal services consistent with applicable canons of ethics.
3. Assignments – Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the successful bidder(s) except as expressly authorized in writing by MCPS and no contract shall be made by the successful bidder(s) with any other party for furnishing any of the work or services herein contracted for without the written approval of MCPS.
4. Disputes – Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the Contractor and the MCPS Contracting Officer. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the contract performance.

II. CONTRACT ADMINISTRATION**A. CONTRACT SECURITY**

1. Security may be in the form of Certified Cashier's or Bank Treasurer's Check **OR** Bonds (AIA Documents A-311, A-312, or similar). **The bonding firm must be licensed to do business in the State of Maryland.**
2. Upon receipt of the award notification or contract amendment letter request, the successful bidder shall deliver to MCPS within **five working days** security requirements which are:

Performance and payment: Bonds are required for contracts in excess of \$50,000.00. The bidder shall provide bonds in the amount of the total contract value, or for \$100,000.00, whichever is less.
3. If bond(s) are to be used for the contract security, the cost of the bond(s) shall be borne by the Contractor. **Note: Failure to supply the Contract Securities as specified will be considered non-responsive and disqualify your bid offer.**
4. Any contract extension approved by Board of Education under this contract shall include re-issued bonds as specified herein. **No purchase order will be issued until extended performance/payment and material bonds have been received by MCPS.**

B. POST BID SUBMISSIONS

1. The Contractor may be required to supply **within 48 hours** after MCPS requests, the applicable business and contractor licenses, master licenses for trades appropriate for work to be performed, and/or company financial statements, etc., as required to allow MCPS time for contractor evaluation. **Failure to supply a copy as specified may disqualify your bid submission.**
2. **Sub-Contractors**
 - a. MCPS must approve all sub-contracting work in advance; the Prime Contractor shall supply MCPS with the rationale for requesting sub-contracting. It is MCPS' intent that the successful bidder has the in-house resources to perform the primary task and only sub-contract secondary task(s) which they do not specialize in appropriately, e.g., electrical, mechanical and/or plumbing, etc. The apparent low bidder shall supply a complete list of all sub-contractors and the cost of their work for evaluation by MCPS. This list must be submitted within two workdays after MCPS makes the request. **Failure to do so may be grounds for termination of your bid.** The Contractor shall be responsible for assuring that all proposed sub-contractors are in good standing with MCPS, possess appropriate licensing, and have a minimum of five years of experience performing the type of work they will be performing under this contract.
 - b. MCPS shall notify the Contractor **in writing** if, after due investigation, there is reasonable objection to any of the proposed sub-contractors. Failure of MCPS to make objection to any proposed sub-contractor shall constitute notice of no objection. Each

sub-contractor may be required to furnish to MCPS, in duplicate, proof of their financial stability and experience to perform the particular work for which they will be engaged. All contractual agreements between the Contractor and their sub-contractors shall be written, un-amended, on the Standard Form of Agreement between Contractor and Sub-Contractor, AIA Document A401 (most recent Edition). Upon request the Contractor shall supply copies of this contract to MCPS **within five work days**.

- c. MCPS acceptance of sub-contractors in no way relieves the Contractor from being responsible for the total and complete performance of the work for the project: i.e., failures of the sub-contractors to satisfactory perform the work in timely fashion is the Contractor's responsibility and not that of MCPS.
- d. All work must be performed by a bona-fide licensed trade person.

3. **Submit Evidence of Insurance**

a. Insurance

See Article XXI of the General Stipulations and Instructions to Bidders. The successful bidder shall submit an actual certificate of insurance made in favor of MCPS within five workdays after an Award Notification letter has been issued to the successful bidder.

b. Additional Insurance

The Montgomery County Board of Education shall be named as an additional insured on all liability policies.

c. Policy Cancellation/Certificate Holder

1. Sixty days written notice of cancellation or material change in any of the policies is required.
2. The Procurement Unit, Montgomery County Board of Education shall be the insurance certificate holder.

4. **Invoicing**

Bidder shall submit invoices to the MCPS Project Coordinator at **45 West Gude Drive, Suite 4300, Rockville, Maryland 20850** for payment approval. All invoices shall identify pertinent information such as purchase order number, building name, phase and type of maintenance work performed. **All invoices shall be accommodated with all required reports/documentation as specified herein such as but not limited to Annual Vegetative Roof Maintenance Program detailed report of maintenance activities and photos to document the overall condition of the vegetative roof at that point and time; Bi-Annual Preventative Maintenance Inspection reports with completed inspections forms and photos. MCPS WILL ISSUE PURCHASE ORDERS TO THE SUCCESSFUL BIDDER FOR THE ANNUAL ROOF MAINTENANCE PROGRAMS AND REPAIRS. MCPS WILL PROCESS PAYMENTS FOR INVOICES AFTER THE**

PERIODICAL MAINTENANCE/INSPECTIONS AND REPAIRS ARE COMPLETED AS SPECIFIED.

6. Permits & Inspection

The Contractor shall obtain all required permits, **pay all fees**, and certify that other required permits have been obtained prior to commencing work. Upon completion of all work, obtain all certificates of inspections required and deliver them to the MCPS Project Coordinator. All required permit certificates and related documentation shall be submitted to the MCPS Project Coordinator for approval prior to final payment.

Contractor is responsible for determining the permitting jurisdiction that has authority and what permits are required such as Montgomery County Government, City of Rockville, City of Gaithersburg and Town of Poolesville, etc.

C. SALES TAX

Section 326 (a) of Chapter 452 of the Laws of Maryland, 1968, provides, among other things, for the taxation of “any sale... of tangible personal property to Contractors or Builders to be used for the construction, repair, or alteration of real property...” Sales tax, as applicable, shall be included in any bid made to the Board of Education of Montgomery County, Maryland.

D. PERFORMANCE

1. The Contractor shall have on the job site at least one person fluent in English and at least one person who has an MCPS badge at all times.
2. **The Contractor must provide MCPS staff with cellular telephone numbers of project managers to allow for day-to-day direct communications.**
3. Work to be completed in a timely workmanlike manner; fumes, odors, materials and work procedures will be controlled to protect occupants and property from harm and damage.
4. When making HOT ASPHALT roof repairs the Contractor shall have HVAC equipment disabled and intake section of equipment blocked in the general area of the repair to minimize the entry of asphalt fumes into the building.
5. Use of any form of tobacco products, liquor, and/or illegal drugs is not permitted in MCPS buildings and on grounds.
6. Contractors are not to routinely use facility equipment and buildings, i.e.: telephone, lounges, parking lots, etc. MCPS staff will designate such facilities authorized for Contractor use.
7. All work shall be scheduled to the satisfaction of the school administration to avoid conflicts with school activities.
8. No roof surface repairs applying HOT ASPHALT shall be performed while students are in the building.

9. Work area must be left clean and ready for use after the installation. The Contractor must remove all debris generated by the work from the premises daily, adhering to **Montgomery County Solid Waste and Recycling Regulation No. 15-04AM, COMCOR 48.00.03**. The Contractor shall track all recyclable materials such as metal, concrete, asphalt, cardboard, etc. and provide to MCPS recyclable amounts by weight as requested.
10. All work must be performed in strict compliance with the latest local, state and federal regulations having authority. The Occupational Safety and Health Administration Hazard Communication Standards must be followed.
11. Upon completion of all maintenance/repair work, the Contractor shall repair all lawns, landscaping, fences, roads, curbs, sidewalks, parking areas that were damaged as a result of the work; restoring damaged items to condition as good as existed prior to damaging. Damaged lawns shall be re-sodded or hydro seeded; fill ruts and holes with top soil, then install sod or apply hydro seed. Damaged shrubs and trees shall be replaced with trees of similar type.
12. Field measurements are required. The Contractor shall visit each school listed and conduct a survey of the scope of work for that particular school prior to submitting a cost.

E. CHANGES IN THE WORK AND MATERIAL PRICING MARK-UP

1. Should alterations or changes be necessary at any time during the progress of the work or to add to or delete work, MCPS shall have the undisputed right to make such changes, additions, omissions, or alterations by written order. An **MCPS CHANGE ORDER FORM** under **APPENDIX B** must be completed and signed by both MCPS and Contractor’s authorized representative as identified on the form. All Change Order Forms, Proposals and other supporting documentation relating to additional work must be supplied to the MCPS Project Coordinator within one week from the time the Change Order need is identified. No cost increases to contract will be paid without a completed Change Order Form signed by both parties. **Approved Change Orders do not automatically revise completion dates.** It is the Contractor’s responsibility to provide a written request for extension as they deem necessary, with an explanation of justification. Using approved Change Orders as rationale for not completing on time **will not be accepted** without an MCPS approved extension. If additional work is performed without MCPS written authorization, the Contractor will be subject to reversing said work, or work and materials shall remain at no cost to MCPS. This shall be solely at MCPS’ discretion.
2. The allowable, “all inclusive” mark-up for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit for work performed by the prime Contractor will be based on the monetary value of the work not to exceed the following rates:

<u>Value of Work</u>	<u>Combined Overhead & Profit</u>
\$0 - \$1,000	20%
\$1,001 - \$4,999	18%
\$5,000 - \$9,999	16%
\$10,000 - \$24,999	14%
Over \$24,999	Negotiated but not more than 10%

This schedule applies to work done by the prime Contractor or by a sub-contractor(s). The prime Contractor shall be allowed not more than 8% of the sub-contractor's all-inclusive cost for combined supervision, overhead, bonds, fringe benefits, union fees, small equipment, tools and profit for labor materials. Sub-Contractors proposal submitted to MCPS must be itemized showing labor hours/cost and itemized materials cost. **NON-ITEMIZED PROPOSALS WILL NOT BE CONSIDERED BY MCPS.**

3. The Contractor shall furnish supporting documentation with all Change Order requests for all credits and/or extras. At a minimum, change order requests shall include a description of the work, detailed material lists, costs of materials (actual Contractor costs, not list prices), man-hours and rates. The same material costs, man-hours and rates, supervision, overhead, and profit shall be applied equally to all credits.

F. MCPS CONTRACTS OFFICE SUPERVISOR/PROJECT COORDINATOR

1. The MCPS Contracting Office Supervisor will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the MCPS Contracting Office Supervisor's approval and authorization by the buyer.
2. After award MCPS may shift the coordination and monitoring of the work to other MCPS staff that will be identified and introduced to the successful bidder(s). These designates are authorized to:
 - a. Serve as liaison between MCPS and the Contractor;
 - b. Give direction to the Contractor to ensure satisfactory and complete performance;
 - c. Monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;
 - d. Serve as records custodian for this contract;
 - e. Accept or reject the Contractor's performance;
 - f. Furnish timely written notice of the Contractor's performance failure to the MCPS Contracts Office Supervisor; with copies to the buyer;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS Contracting Office Supervisor, with copies to the buyer;
 - j. Issue notices to the Contractor to proceed with the project after receiving approval from supervisor.

3. The MCPS Project Coordinator is **NOT** authorized to make any determination that alter, modify, terminate or cancel the contract, interpret ambiguities in the contract language, extend contract completion date(s), or waive MCPS contractual rights

G. QUALITY ASSURANCE

1. Bids will only be accepted from MCPS Pre-Approved Roofing Contractors. Licensed trade persons shall perform all licensed trade work such as mechanical, electrical and plumbing, etc. A copy of these licenses shall be submitted to MCPS prior to performing work.
2. All Vegetative Roof vegetation work shall be planned and monitored by a “**Maryland Nurserymen’s Association Certified Professional horticulturalist**” experienced and specializing in the remediation and seasonal maintenance requirements of vegetative roof vegetation. This will insure sustainable 95% vegetation coverage as required under this bid.
3. Bidder must include with their bid submission a current 20 NDL certification for **Johns Manville** and **Firestone Building Products Company**.

III. DETAILED SPECIFICATIONS**A. BI-MONTHLY VEGETATIVE ROOF MAINTENANCE**

The contractor shall provide bi-monthly visit to perform vegetative roof maintenance on each vegetative roof, this maintenance shall be in accordance with the plant grower's maintenance protocols, sound horticulture processes and guidelines necessary to ensure thriving, healthy vegetation at 95% levels on all vegetative roofs in MCPS. The maintenance plan shall be developed in collaboration with existing vegetative roofing manufacturer and be approved by a certified professional horticulturalist who specializes in the horticultural needs, procedures, methods, and industry standards as they relate to vegetative roof remediation and maintenance programs. The vegetative roof maintenance plans shall include all required soil testing, weeding, repairs, fertilizations, pest control application, irrigation/watering replanting to maintain the 95% vegetation. The maintenance plan shall be submitted on an annual basis to the project manager prior to the start of the growing season.

The offeror shall provide an annual vegetative roof maintenance plan that includes but not limited to:

1. Full vegetative roof component inspection plan
2. Application of organic fertilizer
3. Soil testing
4. Pest Control
5. Removal of all noxious weeds, perennials and saplings etc.
6. Soil replacement
7. Removal of dead vegetation
8. Irrigation
9. Schedule work plan

B. VEGETATIVE ROOF REMEDIATION INSPECTIONS

1. After award, the successful contractor will perform initial inspections of existing vegetative roofs to determine if remediation plan is needed for each vegetation/vegetative roof system. If contractor determines that existing vegetative roof system is less than 95% vegetation levels, a remediation plan shall be submitted to the project coordinator.

The inspection reports shall include, but not limited to:

- a. Current vegetative roof vegetation coverage percentage
- b. Current vegetation conditions
- c. Soil testing report
- d. Photographs of existing conditions
- e. Remediation plan to restore vegetation levels to 95%. The remediation plan shall include, but not limited to:
 1. Replacement of dead or dying vegetation
 2. Revitalization of unsatisfactory growth
 3. Correction of failing vegetative roof components
 4. Correction of drainage which maybe causing prolong wetness or dryness
- f. Schedule work plan

C. **ROOFING BI-ANNUAL PREVENTATIVE MAINTENANCE INSPECTIONS AND GENERAL REPAIRS**

1. **INTENT**

It is the intent of MCPS to have the successful contractor perform bi-annual roof preventative maintenance inspections (PM) and various roof repairs as identified by PM inspections and MCPS staff. The bi-annual roof inspections shall be performed in the spring and fall as specified herein. The contractor shall provide MCPS with a roof inspection report within two (2) weeks of roof inspections. The contractor shall provide cost proposals utilizing the unit prices offered on the Quotation Form.

The PM inspections shall include a full-inspection of all roof related components. The contractor shall provide a completed and signed "Roof Inspection/Survey Form" provided herein under **APPENDIX D** with photos showing the overall general condition of the roof. The contractor can attach additional sheets as required to provide all the necessary reporting information. The contractor shall inspect areas around and up to the vegetative roof sections i.e. drains, visible roof surfaces, etc., and note any concerns or problems found. Contractor shall perform minor cleanup of debris (clear drains) during inspection.

2. **GENERAL REPAIRS REQUESTED BY MCPS**

All MCPS requested repairs shall be made by roofing mechanics that are certified by the roofing system manufacturer for the roof type they are repairing to insure the integrity and continuation of the twenty-year (20) NDL roof warranty or roof system warranty. Repairs identified during the PM shall be accompanied by a proposal based on submitted unit prices offered on the Quotation Form herein (**APPENDIX G**).

MCPS will contact the awarded contractor as non-routine service and/or repairs are necessary outside the PM Program for repairs due to vandalism, weather related and/or warranty claims, etc. A proposal for these repairs shall be provided to MCPS utilizing the unit prices and material mark-up rate identified herein.

Non line item material prices shall be priced utilizing percentage over direct cost as offered on Quotation Form. The contractor will be required to provide documentation of their direct cost for materials.

D. **DETAIL SPECIFICATION FOR BUR ROOF SYSTEMS**

MATERIALS

1. MCPS approved roofing system manufacturers for "Four Ply Gravel Surfaced Fiber Glass Built-Up Roof"; shall be **Johns Manville Built-Up Roofing System Specification #4GIG, including GlassPly Premier Felt - Type VI (ASTM D 2178), 20 year NDL, or MCPS approved equal Firestone Building Products Company (Firestone).**

2. Insulation

- a. Base layer insulation shall be **Polyisocyanurate as required by the manufacturer to secure a 20 year NDL**. Insulation thickness shall be a **minimum of 2.3"** as required by MCPS.
- b. Top Layer shall be **One inch Fesco** as per roof system manufacturer's 20 year NDL specifications.
- c. Tapered Insulation - Approved manufacturers are **Perlite by Mid-Atlantic Foam, Inc., or Walker Sales Company, Inc.**

E. ROOF DRAINS, DOWNSPOUTS AND GUTTERS

1. General

- a. Equal to Wade Series 3000, with threaded outlet, or MCPS approved equal to Josam Company, **21500 Plumbing Products, or Zurn, Z163 15"** Bowl.
- b. Lead for flashing roof drain: 4-lb. (1.55-mm thick) sheet.
- c. All drain shall have a hanger support a maximum of 12" from the first elbow below drain.
- d. Roof drain assembly shall include **8'x 8' Roof Sump, 30"x 30" 4#** lead flashing extending into drain and **10' x 10'** modified capsheet.

F. DETAILED SPECIFICATIONS FOR ASPHALT SHINGLE ROOFING SYSTEM

1. General

This section provides instruction for complete removal of existing roofing system and installation of new Asphalt Shingle Roofing System. The Contractor shall provide shingles that are covered by a 50 year shingle warranty as specified.

2. Products

a. Manufacturer

Contractor shall provide products manufactured by **CertainTeed Corporation**

G. DETAIL SPECIFICATION FOR EPDM

Roofing membrane shall be .060 inches thick, maximum 12' wide length determined by job condition, EPDM compound elastomer conforming to the specifications of one of the MCPS approved manufacturer: **Carlisle Syntec Systems, Johns Manville or Firestone.**

H. SAFETY

1. All work shall be performed in a safe manner, making certain that all safety precautions are taken to prevent personal injuries and property damage. All work shall be performed with workmanship of high quality, adhering to all applicable OSHA, MOSHA procedures and guidelines.
2. **The Contractor is fully responsible for the weather integrity of the building at all times while performing their work. The Contractor will be held financially responsible for all damages suffered by MCPS and shall use every precaution to preserve this integrity.**
3. The Contractor shall be responsible for repairing any damage to the building, site, and/or property, which is a result of the Contractor or their Sub-Contractors work. This shall include damages caused by the Contractor's to sidewalks, landscaping, lawns, asphalt, buildings, etc.
4. The Contractor shall remove any flammable materials from the roof at the end of each workday.
5. When using Hot Asphalt the contract shall take all safety precautions. **NO HOT ASPHALT WORK SHALL BE PERFORMED WHILE STUDENTS ARE IN THE BUILDING!!!!**
6. **No torch applied roof product will be used on MCPS property.**

I. LAWS/CODES/REGULATIONS

1. All roof systems repair work shall comply with Factory Mutual System Class 60 (min.) wind uplift as applicable.
2. All material and equipment furnished and all repair work shall comply with the laws, codes and/or regulations and recommendations of local authorities, and with the recommendations of any organization having jurisdiction. Where the following laws, codes and/or regulations are referred to, the reference is to the particular law, code, and/or regulations, together with all amendments and errata applicable at the time the bids are taken.

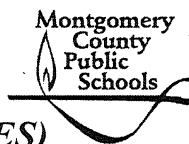
AISC	American Institute of Steel Construction Manual
ANSI	American National Standards Institute
ARMA	Asphalt Roofing Manufacturers' Association
ASTM	American Society for Testing and Materials
FM	Factory Mutual System
IBC	International Building Code 2009
MOSHA	Maryland Occupational, Safety and Health Act
NIST	National Institute of Standards and Technology
NRCA	National Roofing Contractors Association

APPENDIX A

MCPS EMERGENCY/CRISIS PROCEDURE, SHELTER/LOCKDOWN



Department of School Safety and Security
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland



Emergency Preparedness Procedures
Key Points for Lockdown-Evacuate-Shelter (LES)

Lockdown

This is a term used to describe an emergency at an MCPS facility. Lockdown alerts staff that imminent danger exists inside or outside the building, and requires moving to an immediate lockdown mode. It requires that all students are under supervision. *The on-site emergency team (OSET) is not activated during a Lockdown.*

Persons authorized to call a Lockdown

School administrators or their designee will notify students, staff and visitors via the PA system and the portable radios when a Lockdown is in effect. Directions should be given to immediately move to a lockdown mode. Staff should make the announcement and notify 911 and Office of School Performance.

Lockdown Alert—Staff Guidance

- When the administrator/designee announces a Lockdown, scan the immediate area outside the classroom or office for any students and staff. Allow them in the classroom/office, and immediately lock or secure the door if possible.
- Make the room look *unoccupied* by turning off the lights, close/cover the windows and blinds, and move away from the line of sight from the doors and windows. Remain silent.
- If staff and students are inside the building but outside a classroom or office when a Lockdown is called, move students to the nearest securable location.
- Staff supervising students outside when a Lockdown alert occurs inside the building should be notified of the Lockdown activation by P.A. or two-way radio. Staff and students should move to a pre-determined safe location identified on the emergency plan away from the building and maintain communication with the command post.
- Ignore the fire alarm system and class change bells.
- Wait for further instructions.

Evacuate

There are two evacuation alerts, *Fire and Directed*.

Fire Evacuation

- Activate Fire Evacuation Alarm
- Students/staff/visitors leave the building by the nearest exit
- Proceed to a point at least 50 feet from the building
- Perform an accountability of the students/staff/visitors

Directed Evacuation

- Will be used during possible High Level Bomb threats, an identified Suspicious Package or an Inside Hazardous Material Release
- Notify 911 and OSP
- Determine plan to direct everyone away from the known danger area
- Announce via PA and portable radio
- Students/staff/visitors must evacuate to a point at least 300 feet from the building

Shelter

This is a term used to alert staff that an emergency exists at or near an MCPS facility. It requires all students to be accounted for and under supervision. Administrators may activate the OSET and set up a command post when appropriate. There are three types of shelters: *Public Safety, Severe Weather and Outside Hazardous Materials Release.*

Persons authorized to call a Shelter alert

Administrators or their designee will notify students/staff/visitors via the PA system and the portable radios when a Shelter alert is activated. It is recommended that an “age-appropriate” announcement of a Shelter alert include a brief description of the nature and location of the incident.

Public Safety Shelter Alert- Staff Guidance

When the administrator announces a Public Safety Shelter alert:

- Bring outside students/staff/visitors into the main building, portable classrooms are secured but not evacuated
- Outside doors are locked and kept secured
- Students should be accounted for in an instructional area.
- Classroom instruction should continue
- Staff must document attendance and report any discrepancies to an administrator/designee.
- During a Public Safety Shelter alert, classroom lockdown is not required.
- *The OSET* may be activated by an administrator during a Public Safety Shelter alert via a PA announcement and over the portable radios.
- Depending on the situation (the nature of the emergency or potential threat), it may not be appropriate to change classes. In these situations, class bells should be turned off and students/staff should remain in their classrooms until directed otherwise by the administrator/designee.
- Do not ignore the fire alarm system.

Severe Weather Shelter – A severe thunderstorm or tornado warning is activated for the area near the school.

- Students/staff/visitors must report to identified weather safe areas inside the building.
- Portable classrooms are to be evacuated to the main building.
- Bring emergency kit/phone with Nextel phone and ensure the NOAA weather radio is continually monitored

Outside Hazardous Material Release Shelter

Alert is a term used to describe a specific shelter alert due to an outside air contamination emergency at or near the building. This could be the result of a suspected chemical, biological, or radiological incident; or a nearby hazardous materials spill.

Outside Hazardous Material Release Alert-Staff Guidance

When activating an Outside Hazardous Material Release Shelter alert, take the following steps immediately:

- Announce a *Outside Hazardous Material Release Shelter Alert*
- Bring students/staff/visitors into the main building from outdoor activities
- Evacuate portable classrooms in consultation if safe to do so
- Secure/lock exterior doors and windows
- Hold students in their current locations inside the building until the best course of action can be determined
- Turn off electrical power to ensure immediate shutdown of HVAC
- Ignore fire alarm system—only in this Outside Hazardous Material Release Shelter alert.

Parent/Child Reunification

All schools have plans in place to reunite students with their parents/guardians in the event of an emergency at a school. This process will ensure the safe and orderly reuniting of students and parents/guardians. Schools will ensure they use a three-step approach.

- Identify parents (using ID)
- Identify student location in the school or PCR location, sign out student
- Unite student and parent/guardian

Firearms

- Avoid attempts to disarm/subdue an armed subject.
- Notify administrator/designee and school-based security of any firearm incidents immediately, and call 911 with details.
- Determine need to implement a Lockdown or Public Safety Shelter alert.
- Abandoned/discarded firearms should be covered by appropriate means and never left unattended.

Bomb Threat Assessment

- Factors to consider:
 - Details/specifics provided by the bomb caller
 - Number of prior threats to the school
 - Current events surrounding the school
 - Demeanor of the bomb caller
- Based on an assessment of the situation and input from the administration of the school, the Department of School Safety and Security and the police, the administrator will make a decision on evacuation. If the parties do not agree, this disagreement will be resolved in favor of evacuation. (Refer to MCPS Regulation EKC-RA.) Use a Directed Evacuation to evacuate the school
- Evacuation is warranted **only** if the threat level is high.
- Evacuation **is not** warranted if the threat level is low.
- It is recommended that an activation of a Public Safety Shelter alert and the use of sweep/scan teams be used during a low level threat when the building is not evacuated.

Bomb Threats Call Trace

- Use “call trace” procedures on the yellow *Telephone Bomb Threat Checklist* card. Follow instructions exactly.
- After hanging up the phone, press *57 on the same line the call came in on.
- Press *47 if you have 279 or 517 exchanges on your school phone number.
- Do not dial “9” before you dial *57 or *47.
- Notify school administration immediately

- Report the bomb threat to 911 and OSP.
- Inform the 911 operator of “call trace” activation.

Bomb Threat Sweep/Scan

- In certain circumstances, staff volunteers may be asked to sweep/scan the facility or grounds for any suspicious items.
- A sweep/scan should be conducted in teams and only by visual means (eyes and ears only).
- If a suspicious item is discovered during a sweep/scan, evacuate to a 300-foot safe zone and notify administrator immediately.
- If a suspicious item is located, do not use a radio or cell phone in the immediate area within 25 feet in all directions.
- No suspicious item should be handled in any manner by school staff (do not touch it!).

Hazardous Material Spills

These guidelines should be followed in the event of a chemical incident in which there is potential for a significant release of hazardous materials. Spill response procedures will vary depending on whether the spill is **small** (less than 18 inches in diameter), **medium** (exceeds 18 inches, but is less than 6 feet), or **large** (exceeds 6 feet in diameter, and any “running” spill that has not been stopped). If a potential biological agent threat or incident is present, follow MCPS Biological Agent Threats/Incidents guidelines.

General Spill Control Techniques: Once a spill has occurred, the staff at the spill site must decide whether the spill is small enough to handle without outside assistance. Guidance should be obtained from science resource teachers or staff with a chemistry background. (i.e., in science labs, chemistry labs, automotive shop areas). *Only staff who is properly trained under OSHA Regulation 1910.120 should attempt to contain or clean up a small spill.*

Small Spill Evacuation: Evacuate the immediate area and surrounding areas whenever the air is or could become untenable (i.e., experiencing difficulty breathing, watery eyes, upper respiratory congestion or tightness in chest, coughing, runny nose, etc.). Also evacuate the immediate area or building if material is emitting vapors or fumes.

If a medium or large hazardous chemical/material spill occurs inside your school building—

- An administrator/designee should call 911 and OSP immediately with detailed information (obtain the chemical MSDS, if available at time of spill incident).
- Evacuate the building immediately using a **Directed Evacuation** to funnel students/staff away from danger area.
- Notify building security and building services staff.
- Secure the area around the spill area.
- Follow instructions from fire and rescue services personnel.

If a medium or large hazardous chemical/material spills occurs immediately outside your school building—

- An administrator/designee should call 911 and OSP immediately with detailed information.
- Shut windows and doors and turn off ventilation systems.
- Notify building security and building services staff.
- Turn class-change bells off, if appropriate.
- Follow instructions from fire and rescue services personnel.
- Activate the Outside Hazardous Material Release alert, if appropriate.

APPENDIX C

ASBESTOS FREE MATERIAL VERIFICATION FORM

PRODUCT TYPE: _____

MANUFACTURER: _____

MODEL NUMBER TESTED: _____

LOT/PRODUCTION NUMBER TESTED: _____

The undersigned Contractor certifies that the building materials identified above have been tested in accordance with the bid documents and the EPA requirements. The EPA accredited **laboratory analysis report is attached** that confirms these materials do not contain asbestos.

The laboratory performing the analysis must have received U.S. Environmental Protections Agency (EPA) accreditation and be a member of the National Voluntary Laboratory Accreditation Program (NVLAP). No other form of confirmation such as Material Safety Data Sheets, manufacturer documentation, historical testing, etc. will be accepted. A list of EPA accredited laboratories can be found at <http://ts.nist.gov/standards/scopes/programs.htm>

The Contractor or the manufacturer can have the laboratory testing performed. The cost for testing shall be included in the bid prices offered.

Below is a list of materials of concern that require laboratory analysis.

- Acoustical ceiling tile,
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, wall, etc.)
- Mastics
- Plaster
- Roofing System Components e.g. BUR Asphalt, Felts, Cap Sheets, Shingles, etc.
- Spackle
- Toilet Partitions
- Window Glazing

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX D

See Attached MCPS Bi-Annual Roof Inspection

Montgomery County Public Schools

Bi-Annual Roof Inspection

Season: _____ Year: _____

School: _____ Depot: _____ Date: _____

Conditions	Code	Quantity	Work Order #	Notes
Blisters	A			
Eroded Felts	B			
Alligatoring	C			
Vegetation Debris	D			
Seam Separation	E			
Splits	F			
Pitch Pans	G			
Coping	H			
Gutters/Down Spots	I			
Counter Flashing	J			
Drains	K			
Gravel Stop	L			
Punctures	M			
Ponding Water	N			
Base Flashing	O			
Loose Fasteners	P			
Exposed Felts	Q			
Expansion Joints	R			

Montgomery County Public Schools

Bi-Annual Roof Inspection

Season: _____ Year: _____

School: _____ Depot: _____ Date: _____

Roof Access: Roof Ladder Hatch Penthouse

Total Overall Score	
----------------------------	--

Roof Systems Inspected with overall scores

<input type="checkbox"/> BUR#1	<input type="checkbox"/> BUR#2	<input type="checkbox"/> BUR#3	<input type="checkbox"/> BUR#4	<input type="checkbox"/> BUR#5
<input type="checkbox"/> SLATE	<input type="checkbox"/> SHINGLE	<input type="checkbox"/> METAL	<input type="checkbox"/> GREEN	<input type="checkbox"/> EPDM
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BUR # _____ Warranty Exp.: _____ Roof Plan Ref. #: _____

OVERALL SCORE	
----------------------	--

Reference Points on the Roof Plan:					
<input type="checkbox"/> Blisters (A)	<input checked="" type="checkbox"/> Eroded Felts (B)	<input type="checkbox"/> Alligating (C)	<input type="checkbox"/> Vegetation Debris (D)	<input type="checkbox"/> Seam Separation (E)	
<input type="checkbox"/> Splits (F)	<input type="checkbox"/> Pitch Pans (G)	<input type="checkbox"/> Coping (H)	<input type="checkbox"/> Gutters (I)	<input type="checkbox"/> Counter Flashing (J)	
<input type="checkbox"/> Drains (K)	<input type="checkbox"/> Gravel Stop (L)	<input type="checkbox"/> Punctures (M)	<input type="checkbox"/> Ponding Water (N)	<input type="checkbox"/> Base Flashing (O)	
<input type="checkbox"/> Loose Fasteners(P)	<input type="checkbox"/> Exposed Felts (Q)	<input type="checkbox"/> Expansion Joint (R)	<input type="checkbox"/> (S)	<input type="checkbox"/> (T)	
Comments:					

BUR # _____ Warranty Exp.: _____ Roof Plan Ref. #: _____

OVERALL SCORE	
----------------------	--

Reference Points on the Roof Plan:					
<input type="checkbox"/> Blisters (A)	<input type="checkbox"/> Eroded Felts (B)	<input type="checkbox"/> Alligating (C)	<input type="checkbox"/> Vegetation Debris (D)	<input type="checkbox"/> Seam Separation (E)	
<input type="checkbox"/> Splits (F)	<input type="checkbox"/> Pitch Pans (G)	<input type="checkbox"/> Coping (H)	<input type="checkbox"/> Gutters (I)	<input type="checkbox"/> Counter Flashing (J)	
<input type="checkbox"/> Drains (K)	<input type="checkbox"/> Gravel Stop (L)	<input type="checkbox"/> Punctures (M)	<input type="checkbox"/> Ponding Water (N)	<input type="checkbox"/> Base Flashing (O)	
<input type="checkbox"/> Loose Fasteners(P)	<input type="checkbox"/> Exposed Felts (Q)	<input type="checkbox"/> Expansion Joint (R)	<input type="checkbox"/> (S)	<input type="checkbox"/> (T)	
Comments:					

Inspector Name: _____ Date: _____ Signature: _____

Montgomery County Public Schools

Bi-Annual Roof Inspection

Season: _____ Year: _____

School: _____ Depot: _____ Date: _____

METAL Warranty Exp.: _____ Roof Plan Ref. #: _____ **OVERALL SCORE**

Reference Points on the Roof Plan:							
<input type="checkbox"/> Loose Metal		<input type="checkbox"/> Missing Metal		<input type="checkbox"/> Rust Corrosion		<input type="checkbox"/> Vegetation	<input type="checkbox"/> Gutters/DS
<input type="checkbox"/> Vents		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Comments:							

EPDM Warranty Exp.: _____ Roof Plan Ref. #: _____ **OVERALL SCORE**

Reference Points on the Roof Plan:							
<input type="checkbox"/> Loose Seams		<input type="checkbox"/> Punctures		<input type="checkbox"/> Bridging		<input type="checkbox"/> Vegetation Debris	<input type="checkbox"/> Seam Separation
<input type="checkbox"/> Splits		<input type="checkbox"/> Ponding Water		<input type="checkbox"/> Coping		<input type="checkbox"/> Gutters/DS	<input type="checkbox"/> Counter Flashing
<input type="checkbox"/> Drains		<input type="checkbox"/> Gravel Stop		<input type="checkbox"/> Loose Fasteners		<input type="checkbox"/>	<input type="checkbox"/>
Comments:							

GREEN ROOF Warranty Exp.: _____ Roof Plan Ref. #: _____ **OVERALL SCORE**

Reference Points on the Roof Plan:							
<input type="checkbox"/> Soil Displaced		<input type="checkbox"/> Signs of Grubbs		<input type="checkbox"/> Doesn't Drain Well		<input type="checkbox"/> Un Wanted Vegetation	<input type="checkbox"/> Debris Present
<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>		<input type="checkbox"/>	
Comments:							

SHINGLES Warranty Exp.: _____ Roof Plan Ref. #: _____ **OVERALL SCORE**

Reference Points on the Roof Plan:							
<input type="checkbox"/> Nail Pops		<input type="checkbox"/> Missing Shingles		<input type="checkbox"/> Curling Brittle		<input type="checkbox"/> Vegetation Debris	<input type="checkbox"/> Missing Granules
<input type="checkbox"/> Splits		<input type="checkbox"/> Vents		<input type="checkbox"/> Flashing		<input type="checkbox"/> Gutters/DS	<input type="checkbox"/>
Comments:							

Inspector Name: _____ Date: _____ Signature: _____

Montgomery County Public Schools

Bi-Annual Roof Inspection

Season: _____ Year: _____

School: _____ Depot: _____ Date: _____

BUR # _____ Warranty Exp.: _____ Roof Plan Ref. #: _____

OVERALL SCORE	
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Reference Points on the Roof Plan:					
<input type="checkbox"/> Blisters (A)	<input type="checkbox"/> Eroded Felts (B)	<input type="checkbox"/> Alligating (C)	<input type="checkbox"/> Vegetation Debris (D)	<input type="checkbox"/> Seam Separation (E)	
<input type="checkbox"/> Splits (F)	<input type="checkbox"/> Pitch Pans (G)	<input type="checkbox"/> Coping (H)	<input type="checkbox"/> Gutters (I)	<input type="checkbox"/> Counter Flashing (J)	
<input type="checkbox"/> Drains (K)	<input type="checkbox"/> Gravel Stop (L)	<input type="checkbox"/> Punctures (M)	<input type="checkbox"/> Ponding Water (N)	<input type="checkbox"/> Base Flashing (O)	
<input type="checkbox"/> Loose Fasteners(P)	<input type="checkbox"/> Exposed Felts (Q)	<input type="checkbox"/> Expansion Joint (R)	<input type="checkbox"/> (S)	<input type="checkbox"/> (T)	
Comments:					

BUR # _____ Warranty Exp.: _____ Roof Plan Ref. #: _____

OVERALL SCORE	
----------------------	--

Reference Points on the Roof Plan:					
<input type="checkbox"/> Blisters (A)	<input type="checkbox"/> Eroded Felts (B)	<input type="checkbox"/> Alligating (C)	<input type="checkbox"/> Vegetation Debris (D)	<input type="checkbox"/> Seam Separation (E)	
<input type="checkbox"/> Splits (F)	<input type="checkbox"/> Pitch Pans (G)	<input type="checkbox"/> Coping (H)	<input type="checkbox"/> Gutters (I)	<input type="checkbox"/> Counter Flashing (J)	
<input type="checkbox"/> Drains (K)	<input type="checkbox"/> Gravel Stop (L)	<input type="checkbox"/> Punctures (M)	<input type="checkbox"/> Ponding Water (N)	<input type="checkbox"/> Base Flashing (O)	
<input type="checkbox"/> Loose Fasteners(P)	<input type="checkbox"/> Exposed Felts (Q)	<input type="checkbox"/> Expansion Joint (R)	<input type="checkbox"/> (S)	<input type="checkbox"/> (T)	
Comments:					

Inspector Name: _____ Date: _____ Signature: _____

APPENDIX E

MCPS SCHOOLS WITH VEGETATIVE ROOFS

School Name	School Address	Manufacturer	Installed Date	Square Footage	Unit Price for Bi-Monthly Maintenance
Bel Pre ES	13801 Rippling Brook Drive, Silver Spring, MD 20906	Live Roof	2014	41,500	\$
Beverly Farms ES	8501 Post Oak Rd., Potomac, MD 20854	Live Roof	2012/2013	26,010	\$
Bradley Hills ES	8701 Hartsdale Ave., Bethesda, MD 20817	Live Roof	2113	16,469	\$
Candlewood ES	7210 Osprey Drive, Rockville, MD 20855	Live Roof	2014	46,582	\$
Cannon Road ES	901 Cannon Road, Silver Spring, MD 20904	Live Roof	2011	39,000	\$
Cold Spring ES	9201 Falls Chapel Way, Potomac, MD 20854	Live Roof	2012	3,747	\$
Darnestown ES	15030 Turkey Foot Rd., Gaithersburg, MD 20878	Live Roof	2013	10,934	\$
Edison Center	12501 Dalewood Drive, Silver Spring, MD 20906	Live Roof	2019	43573	\$
Farmland ES	7000 Old Gate Rd., Rockville, MD 20852	Live Roof	2011	30,000	\$
Farquhar MS	17017 Batchellors Forest Road Olney, MD 20832	Live Roof	2016	47009	\$
Gaithersburg HS	314 South Frederick Ave., Gaithersburg, MD 20877	Vegetative Grid	2013	126,252	\$
Garrett Park ES	4810 Oxford Street, Garrett Park, MD 20896	Live Roof	2011	28,000	\$
Georgian Forest ES	3100 Regina Dr., Silver Spring, MD 20906	Live Roof	2013	15,000	\$
Gibbs, William B. ES	12615 Royal Crown Drive, Germantown, MD 20876	Live Roof	2009	1,200	\$
Glenallan ES	12520 Heurich Rd., Silver Spring, MD 20902	Live Roof	2013	23,292	\$
Highland ES	3100 Medway St., Silver Spring, MD 20902	Live Roof	2012	2,180	\$
Hoover MS	8810 Post Oak Rd., Rockville, MD 20854	Vegetative Grid	2013	63,987	\$
Jackson Road ES	900 Jackson Rd., Silver Spring, MD 20904	Live Roof	2010	9,506	\$
Kensington Parkwood ES	4710 Saul Road Kensington, MD 20895	Live Roof	2018	5200	\$
North Chevy Chase HS	3700 Jones Bridge Rd., Chevy Chase, MD 20815	Live Roof	2012 & 2014	6,300 + 6120	\$
Northwood HS	919 University Blvd, West, Silver Spring, MD 20901	Extensive Planted	2005	900	\$
Paint Branch HS	14121 Old Columbia Pike, Burtonsville, MD 20866	Live Roof	2012	6,700	\$
Potomac ES	10311 River Road Potomac, MD 20854	Live Roof	2020	38,481	\$
Rock Creek Forest ES	8330 Grubb Rd, Chevy Chase, MD 20815	Live Roof	2014	30,600	\$
Rolling Terrace HS	705 Bayfield Street, Takoma Park, MD 20912	Live Roof	2011	2,018	\$

APPENDIX E

MCPS SCHOOLS WITH VEGETATIVE ROOFS – CONTINUED

School Name	School Address	Manufacturer	Installed Date	Square Footage	Unit Price for Bi-monthly Maintenance
Rosemary Hill ES	2111 Porter Road, Silver Spring, MD 20910	Live Roof	2014	6,300	\$
Rustin, Bayard ES	332 West Edmonston Drive, Rockville, MD 20852	Live Roof	2018	33,000	\$
Seneca Valley HS	19401 Crystal Rock Drive, Germantown, 20874	Live Roof	2020	95,112	\$
Silver Creek MS	3701 Saul Road, MD 20895	Columbia Green	2017	39,820	\$
Singer, Flora ES	2600 Hayden Drive, Silver Spring, MD 20902	Live Roof	2012	30,300	\$
Snowden Farm ES	22500 Sweetspire, Drive Clarksburg, MD 20871	Live Roof	2019	45,783	\$
Viers Mill ES	11711 Josphe Mill Road Silver Spring, MD 20906	Live Roof	2013	20,920	\$
Waters Landing ES	13100 Waters Landing Drive, Germantown, MD 20874	Live Roof	2014	12,834	\$
Weller Road ES	3301 Weller Rd., Silver Spring, MD 20906	Live Roof	2013	48,940	\$
Westbrook ES	5110 Allan Terr., Bethesda, MD. 20816	Live Roof	2013	4,906	\$
Wheaton HS	12401 Dalewood Drive, Silver Spring, MD 20906	Live Roof	2015	109,654	\$
Wheaton Woods ES	4510 Faroe Place, Rockville, MD 20853	Live Roof	2017	3700	\$
Wims, Wilson ES	12520 Blue Sky Drive, Clarksburg, MD 20871	Live Roof	2014	39,540	\$
Wyngate ES	9300 Wadsworth Drive, Bethesda, MD 20817	Live Roof	2013	11,000	\$
Total Cost Vegetative Roof Bi-Monthly Maintenance	N/A	N/A	N/A	N/A	\$

APPENDIX F

Submission Requirements

1. **Number of years installing and maintaining Vegetative Roof**
2. **List of all vegetative roof projects, total square footage and year installed**
3. **Sample Vegetative Roof Inspection Report**
4. **Complete company staff names and resumes**
5. **List current Vegetative Roof Maintenance contracts and contact information**
6. **Qualifications and Experience with vegetative roof and vegetative roof manufacturers**
7. **Current 20 NDL certification for Johns Manville and Firestone Building Products Company.**

APPENDIX G

QUOTATION FORM

COMPANY NAME: _____

Bidder shall supply one price per line item and must complete ALL line items. Bidder shall supply all required information for each line item. **DO NOT ALTER THE QUOTATION FORM IN ANY WAY!** Failure to comply with the above shall be considered non-responsive and disqualify your bid. Prices below are to be all-inclusive, including materials, labor, all removal/disposal cost, and any equipment required to allow bidder to perform their work. Regular rate cost will represent work performed Monday through Friday, 7:00 AM until 6:00 PM.

Total cost column shall be calculated by multiplying the estimated quantities amount by unit cost.

SECTION 1 - VARIOUS ROOF MAINTENANCE/SERVICE UNIT PRICES					
	Description	Units	Annual Estimated Quantities	Unit Cost (Each)	Total Cost
1.	Total Cost Vegetative Roof Bi-Monthly Maintenance (Total Cost of Appendix E)	N/A	N/A	N/A	\$
2.	Removal and Replacement 4GIG Built- up Roof System as specified herein	Sq. Ft.	1000		\$
3.	Removal and Replacement of Roof Drains as specified herein (including 8' x 8' sump with modified capsheet)	Each	10		\$
4.	Removal and Replacement of standing seam metal system .032 minimum as specified herein	Sq. Ft.	100		\$
5.	Removal and Replacement of Asphalt 40 years Shingle Roof as specified herein	Sq. Ft.	500		\$
6.	Roofing Mechanic (Regular Rate)	Per hr.	200		\$
7.	Roofing Mechanic Helper (Regular Rate)	Per hr.	200		\$
8.	Sheet Metal Mechanic (Regular Rate)	Per hr.	50		\$
9.	Sheet Metal Mechanic Helper (Regular Rate)	Per hr.	50		\$
10.	Vegetative Roof Landscaping Worker	Per hr.	100		\$

QUOTATION FORM – CONTINUED (Page 2 of 3)

COMPANY NAME: _____

	Description	Units	Annual Estimated Quantities	Unit Cost (Each)	Total Cost
11.	Vegetative Roof Soil Testing	Each	50		\$
12.	Horticulturalist	Per hr.	100		\$
13.	Bi-Annual Roof Inspections	Each	60		\$
14.	Percentage over Direct Cost for Material	N/A	N/A	N/A	%
15.	Total Cost (Items 1 thru 13)	N/A	N/A	N/A	\$

- **HAS BIDDER READ THE BID DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR BID?**

YES _____ NO _____

- **IS A COPY OF THE STATE OF MARYLAND CONSTRUCTION BUSINESS LICENSE INCLUDED?**

YES _____ NO _____

- **HAS BIDDER FAMILIARIZED THEMSELVES WITH THE ANNOTATED CODE OF MARYLAND SECTION 11-722 AND HAVE SCREENED THEIR WORK FORCES, ENSURING NO REGISTERED SEX OFFENDER WILL BE PERFORMING WORK AT ANY MCPS FACILITY?**

YES _____ NO _____

- **ASBESTOS FREE MATERIALS: THE BIDDER HAS REVIEWED THE MATERIAL LABORATORY TESTING REQUIREMENTS FOR THE LIST OF MATERIAL SPECIFIED HEREIN TO CONFIRM THEY DO NOT CONTAIN ASBESTOS? THE SUCCESSFUL CONTRACTOR AGREES THEY WILL SUBMIT ASBESTOS FREE VERIFICATION FORM AS SPECIFIED HEREIN.**

YES _____ NO _____

QUOTATION FORM - CONTINUED (Page 3 of 3)

COMPANY NAME: _____

- HAS BIDDER INCLUDED WITH THEIR BID SUBMISSION A CURRENTLY DATED NDL CERTIFICATION FOR THE APPLICABLE BUILT-UP ROOF SYSTEM(S) MANUFACTURER THEY ARE OFFERING?

YES _____ NO _____

CHECK OFF LIST FOR MANDATORY BID SUBMITTAL

Mandatory Submittals Check List:

- _____ Signed Invitation for Bid, including Non-Debarment Acknowledgement
- _____ Quotation Form (pages 1-3)
- _____ Addenda/Errata
- _____ Maryland Business and Construction Licenses
- _____ Vegetative Roof Experience Packet, including NDL Certification
- _____ References