

**Office of Finance
Division of Procurement
MONTGOMERY COUNTY PUBLIC SCHOOLS
45 West Gude Drive, Suite 3100
Rockville, Maryland**

**INVITATION FOR BID # 9730.3
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 D**).

B. INTENT

1. **It is the intent of this solicitation to secure all-inclusive unit costs from** qualified companies to provide the required services to the existing MCPS locations with vegetative roofs. Services includes but not limited to the following:
 - a) Comprehensive monthly Vegetative Roof Maintenance for all vegetative roofs;
 - b) If necessary, provide proposals to perform Remediation of Vegetative Roofs;

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 M 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.**

In addition, the Board reserves the right to remove or add additional locations as our requirements change, as well as add suppliers throughout the contract term should a need arise that cannot be provided by any of the awarded supplier.

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 prospective bidder(s) shall submit a **written report** to Laly Bowers, Senior Buyer, 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

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. 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 maintenance cycle will be adjusted as required to coincide with the MCPS award of contract.**) MCPS will provide the contractor at the beginning of MCPS's Fiscal Year (July) with a notification letter of award to proceed. This maintenance cycle will be repeated each contract year.
3. All vegetated 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.

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. **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 two-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. 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.

K. 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

- a. Cost are to be entered on the Quotation Form supplied in **APPENDIX D. Faxed or emailed responses are not acceptable.**

- b. **Contractors shall submit a separate price for each item listed on the excel spreadsheet (MCPS Schools with Vegetative Roofs) and the Quotation Form (Appendix E).**

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 opening date and time. It is the bidder's responsibility to check the MCPS website under event calendar <http://www.montgomeryschoolsmd.org/departments/procurement/> or contact the Division of Procurement by email to saudy_espinaldeveloz@mcpsmd.org and Procurement@mcpsmd.org to confirm that they have all addenda/errata. Failure to acknowledge addenda/errata on the form may result in a bid 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 following submissions may be disqualified.

- Number of years installing and maintaining Vegetative Roofs.
- List of all 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

6. **References**

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

L. **BID SECURITY**

1. **SURETY STATEMENT**

The Surety Agent for the Offeror shall provide on his letterhead a letter addressed to Montgomery County Public Schools signed by an authorized representative of the bonding company, stating:

(Name of Applicant) has been a client of (name of surety company) for over ____ years. During that time, we have supported this firm in their pursuit of projects in the \$_____ range and total programs in excess of \$_____.

We are prepared to provide, Performance, and Payment Bonds for future MCPS projects provided (name of applicant) makes application to us at the time of the Bid, and we are satisfied with the prevailing underwriting conditions, including but not limited to, acceptable contract terms, job specifications and acceptable bond forms. **Failure to supply as specified may disqualify your bid response.**

M. **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.

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|--|---|
| <ul style="list-style-type: none"> • 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 | <ul style="list-style-type: none"> • 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 Protection 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 the MCPS Environmental Health Specialist at 240-740-2331.

N. 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.

O. EMARYLAND MARKETPLACE ADVANTAGE

Maryland law requires local and state agencies to post solicitations on eMaryland Marketplace Advantage. Registration with eMaryland Marketplace 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 for upcoming bid notifications for municipalities throughout Maryland.

P. 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>
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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 will not be considered.

MCPS may request additional references. *Failure to supply as specified may disqualify your bid response.* **Note: ALL BIDDERS must provide references, other than MCPS including bidders currently engaged in business with MCPS.**

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

Email: _____

2. _____

Email: _____

3. _____

Email: _____

Q. AWARD CRITERIA

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

R. INQUIRIES

Inquiries regarding this solicitation must be submitted **in writing**, to Saudy Espinal, Buyer II, Montgomery County Public Schools, 45 West Gude Drive, Suite 3100, Rockville Maryland 20850, via email to saudy_espinaldeveloz@mcpsmd.org and Procurement@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 Division of Procurement 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 Live Infrastructure Manager [Harris B Trobman@mcpsmd.org](mailto:Harris_B_Trobman@mcpsmd.org) and the Senior Buyer **in writing** via email [Laly A Bowers@mcpsmd.org](mailto:Laly_A_Bowers@mcpsmd.org) resolve and receive clarification.

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. The successful bidder(s) shall deliver to MCPS Performance and Payment Bonds within five working days after receiving notification of award for individual projects with a contract value of \$100,000.00 or more. This cost shall be included in the proposal.
3. The cost of the bond(s) shall be included in all proposal exceeding \$100,000.00. **Note: Failure to supply the contract securities as specified will be considered a contract violation and shall be grounds of contract cancellation.**

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 satisfactorily 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 Division of Procurement, 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 monthly 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; MCPS WILL ISSUE PURCHASE ORDERS TO THE SUCCESSFUL BIDDER FOR THE ANNUAL VEGETATIVE ROOF MAINTENANCE PROGRAMS AND REPAIRS. MCPS WILL PROCESS PAYMENTS FOR INVOICES AFTER THE PERIODICAL MAINTENANCE AND REPORTS ARE COMPLETED AS SPECIFIED.

5. 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. During all times on MCPS sites the contractor shall ensure all persons on job site have an MCPS contractor badge and at least one supervisor fluent in English.
2. **The Contractor must provide MCPS staff with cellular telephone numbers of project managers to allow for day-to-day direct communications.**
3. The Contractor shall furnish the services of an experienced supervisor, who shall be in charge of the work and provide direction to the crew at all times.
4. 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.
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. Work area must be left clean and ready for use after work is completed. The Contractor must remove all debris generated from the premises daily, adhering to **Montgomery County Executive Regulation No. 1-15 AM – Residential and Commercial Recycling, COMCOR 48.00.03 Solid Waste and Recycling**. The Contractor shall keep track of all trash and recyclable material such as metal, cardboard, commingle, yard waste, concrete, asphalt, and others. The contractor shall provide a monthly report to the MCPS recycling manager, Mr. John Meyer via email John_MeyerIII@mcpsmd.org that includes the weight, dates and the facility to which each of the materials was taken to be recycled.
9. 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.
10. 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.
11. 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. PROJECT COORDINATOR

1. The Live Infrastructure Manager will represent MCPS in the execution of this contract. No changes in contract conditions or specifications will be made without the MCPS Authorized Representative’s approval and authorization by the Director, Division of Procurement or his/her designee.
2. After award an MCPS Project Coordinator will be assigned to handle the day-to-day operation and installation coordination. Scheduling work on site after an award of contract must be made through the MCPS Project Coordinator.
3. The MCPS Project Coordinator is 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

Authorized Representative with copies to the Director, Division of Procurement or his/her designee;

- g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the Live Infrastructure Manager, with copies to the Division of Procurement;
 - 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**

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 a goal of maintenance a sustainable 90% vegetation coverage as required under this bid.

Contractor must provide a letter of information showing the number of years in business and experience in this line of work to be included in their bid submission. Failure to provide documentation as required may disqualify your bid submission.

H. **Contractors’ Obligation Regarding Criminal Records of Individuals Assigned to Work in MCPS Facilities**

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.

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 Division of Procurement 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.

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

The contractor shall provide 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 a goal of 90% 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 a goal of 90% vegetation coverage. 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 90% vegetation level goals, 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 90% vegetation goals. 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. 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.

D. 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
OSHA	Occupational, Safety and Health Act
SMACNA	Sheet Metal and Air Conditioning Contractors National Association, Inc.
UL	Underwriters' Laboratories, Inc.
NEC	National Electric Code 2008

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 to 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, wall, etc.)
- Adhesives
- Caulking
- Fire Rated Doors
- Fire Board
- Floor tile and sheet flooring,
- Folding Doors
- Gypsum Panels (Drywall)
- Insulation (All types; roof, HVAC, piping, 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

QUOTATION

**MCPS Schools with Vegetative Roofs
Excel Pricing Spreadsheet**

APPENDIX E
QUOTATION FORM

COMPANY NAME: _____

Line 1 - Total Pricing per location listed on the Attached Excel document

	Description	Units	Annual Estimated Quantities	Unit Cost (Each)	Total Cost
1.	Total Cost Monthly Roof Inspection	Each	1		\$
2.	Horticulturalist	Per hr.	100		\$
3.	Vegetative Roof Soil Testing	Each	50		\$
4.	Percentage over Direct Cost for Material	N/A	N/A	N/A	%
5.	Total Cost Items 1-3	N/A	N/A	N/A	\$

Alternative Pricing

Provide total alternate pricing to increase visits from monthly to bi-monthly. Pricing shall include total alternative price for annual maintenance on a bi-weekly basis

Alt 1	Total Cost Vegetative Roof Bi-Monthly (visit 2x a month instead of one) Maintenance (Total Cost of Appendix E)	N/A	N/A	N/A	\$
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Please mark your preference:

Work-Based Learning for Employers

In an effort to build a robust program to offer students work opportunities through apprenticeships and internships, MCPS partners with employers to find talented youth for high demand careers. MCPS trains and supports youth employees for your organization so you can help our talented youth move into careers that support your business.

Please acknowledge below your interest in partnering with MCPS and the [work-based learning program](#). If you are not interested in participating in this program, it **does not impact the award** of this bid favorably or negatively.

Yes, I am interested in partnering _____

If yes, please complete the information in the following link and someone will contact you with more information:

[MCPS Employer Interest Form](#)

No, I am not interested in partnering _____

- **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 _____