

**Mid-Atlantic Purchasing Team
Rider Clause**

Bid # 9730.1, Roofing Maintenance Programs for Green 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

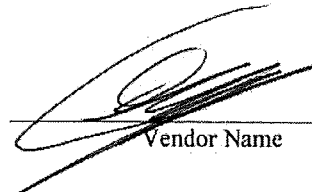
The Contractor agrees to notify the issuing jurisdiction of those entities that wish to use any contract resulting from this solicitation and will also provide usage information, which may be requested. The Contractor will provide the copy of the solicitation and resultant contract documents to any requesting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

Authorization To Extend Contract: **Bid # 9730.1, Roofing Maintenance Programs for Green Roofs**

	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 Schools	✓		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 George's 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	✓				



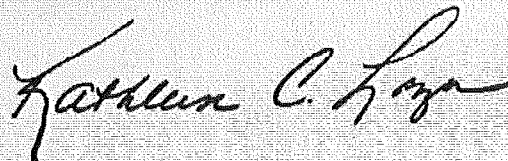
Vendor Name Revised 3/5/16

ACTION

Office of the Superintendent of Schools
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, Maryland

March 10, 2015

APPROVED BY BOARD



MEMORANDUM

To: Members of the Board of Education
From: Larry A. Bowers, Interim Superintendent of Schools
Subject: Procurement Contracts of \$25,000 or More



WHEREAS, Funds have been budgeted for the purchase of equipment, supplies, and contractual services; now therefore be it

Resolved, That having been duly advertised, the following contracts will be awarded to the low bidders meeting specifications as follows:

001IT819168	Defibrillators and Accessories—Extension	
	<u>Awardee</u>	
	Rescue One Training for Life, Inc.*	\$ 93,500
040.15.B2	Art Supplies	
	<u>Awardees</u>	
	School Specialty, Inc.	\$175,000
060B1400058	Long Distance Service—Extension	
	<u>Awardee</u>	
	AT&T Corporation	\$ 45,500
150212	Internet Service Provider—Extension	
	<u>Awardee</u>	
	Atlantech Online, Inc.	\$240,000

436050001248763-D Data Services

Awardees

Comcast Corporation	\$ 70,000
Verizon Maryland, Inc.	<u>580,230</u>
Total	\$650,230

436050001248763-W Wireless Voice & Data Services—Extension

Awardees (See note on page 9)

AT&T Corporation	
Cellco Partnership	
Sprint Solutions, Inc.	
Total	\$ 996,000

4400003732 Multifunction Devices and Related Services

Awardee

Capitol Document Solutions*	\$525,000
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581740001283362 Internet Services Provider

Awardee

RCN Business Services	\$ 64,800
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4012.8 Maintenance Lumber and Related Materials—Extension

Awardees

Capitol Building Supply, Inc.	\$ 1,512
Leland L. Fisher, Inc.	25,200
Liberty Lumber & Supply Company	<u>111,400</u>
Total	\$138,112

4061.5 Modular Computer Furniture—Extension

Awardees

Douron, Inc.*	\$185,000
Glover Furniture and Design Group, Inc.*	<u>115,000</u>
Total	\$300,000

4063.11 Art Supplies—Extension

Awardees

Blick Art Materials, LLC	\$ 7,267
C.A.S. Industries, Inc.	55,969
DGS Educational Products*	9,503
Elgin School Supply Company, Inc.	3,901
Interstate Office Supply Company*	1,860
Ivin Lee*	3,004
Pyramid Paper Company	191,816
School Specialty, Inc.	6,951
Standard Stationery Supply Company	<u>28,807</u>
Total	\$309,078

4065.12 Ceramic Supplies—Extension

Awardees

DGS Educational Products*	\$ 8,660
School Specialty, Inc.	26,461
Sheffield Pottery, Inc.	<u>56,138</u>
Total	\$ 91,259

4090.8 Envelopes—Extension

Awardees

B. W. Wilson Paper Company, Inc.	\$ 1,000
Craig Envelope Corporation	18,615
OfficeMax North America, Inc.	1,000
Pyramid Paper Company	71,940
Quill Corporation	<u>1,000</u>
Total	\$ 93,555

4124.5 Library Furniture—Extension

Awardees

Bialek Corporation of Maryland*	\$ 18,000
Demco, Inc.	10,000
Douron, Inc.*	87,137
Glover Furniture and Design Group, Inc.*	<u>42,000</u>
Total	\$157,137

4202.3 Water and Indoor Air Quality Industrial Hygiene Services

Awardees (See note on page 9)

Building Dynamics, LLC	
KCI Technologies, Inc.	
Leidos, Inc.	
M. A. Cecil & Associates, Inc.	
Professional Service Industries, Inc.	
Total	\$500,000

4273.3 Academic Service Providers—Extension

Awardees (See note on page 9)

Catapult Learning	
Professional Tutors of America, Inc.	
The George B. Thomas, Sr. Learning Academy, Inc.	
Total	\$150,000

4763.3 Laminator 27"—Extension

Awardee

School & Office Services, Inc.	\$ 30,000
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7083.7 Custodial Equipment—Extension

Awardees

Abel Industries, Inc.	\$ 595
Acme Paper & Supply Company, Inc.	96,113
Best Battery Company, Inc.	23,049
Daycon Products Company, Inc.	1,296
Fitch Dustdown Company*	1,400
Laniado Wholesale Corporation*	4,155
S. Freedman & Sons, Inc.	41,153
S&E Paper, Inc.*	27,215
Total	\$194,976

7124.5 Pest Control Materials

Awardees

J. C. Ehrlich Company, Inc.*	\$ 4,265
Univar USA, Inc.	26,053
Total	\$ 30,318

7149.3 Tires, Mounting, Balancing, and Alignment—Extension

Awardee

S & S Tire Service, Inc.*	\$ 25,000
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8113.1 Fire Lane Signage Materials and Installation

Awardee

Hunt Graphics, Inc.	\$ 29,995
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9002.7 Door Hardware, Closure and Exit Devices—Extension

Awardees

Accredited Lock & Door Hardware Company	\$100,735
Clark Security Products	7,589
Independent Hardware, Inc.	26,360
Taylor Security & Lock, Inc.	10,000
Total	\$144,684

9003.5 Hardware Supplies—Extension

Awardee

Sweeney Brothers, Inc.	\$275,000
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9016.6 Electrical Supplies and Equipment—Extension

Awardees

Capital Lighting and Supply, LLC	\$ 20,697
C. N. Robinson Lighting Supply Company, Inc.	134,069
Graybar Electric Company, Inc.	2,417
Southern Utilities Company, Inc.	10,000
United Electric Supply Company, Inc.	132,865
W. W. Grainger, Inc.	<u>2,620</u>
Total	\$302,668

9018.6 Operable Wall System Preventive Maintenance

Awardee

Modern Door & Equipment Sales, Inc.	\$ 30,000
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9021.8 Doors and Door Hardware—Extension

Awardee

Precision Door & Hardware	\$ 55,000
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9022.7 Building Materials—Extension

Awardees

B&B Concepts, Inc.*	\$ 1,000
Capitol Building Supply, Inc.	1,500
Leland L. Fisher, Inc.	10,200
Liberty Lumber & Supply Company	7,100
W. W. Grainger, Inc.	<u>5,400</u>
Total	\$ 25,200

9057.8	Baseball Supplies and Equipment—Extension	
	<u>Awardees</u>	
	BSN Sports, Inc.	\$ 16,500
	Hat World, Inc.	37,000
	Pyramid Paper Company	<u>7,500</u>
	Total	\$ 61,000
9058.10	Basketball Supplies and Equipment—Extension	
	<u>Awardees</u>	
	Basketball Products International, Inc.	\$ 31,553
	BSN Sports, Inc.	7,066
	Flaghouse, Inc.	1,789
	Hat World, Inc.	10,592
	Pyramid Paper Company	<u>1,000</u>
	Total	\$ 52,000
9069.10	Softball Supplies and Equipment—Extension	
	<u>Awardees</u>	
	All American Sports Corporation	\$ 2,500
	BSN Sports, Inc.	7,500
	Hat World, Inc.	10,190
	Pyramid Paper Company	<u>40,810</u>
	Total	\$ 61,000
9073.7	Weight Training Supplies and Equipment—Extension	
	<u>Awardees</u>	
	BSN Sports, Inc.	\$ 9,384
	Concept 2, Inc.	20,400
	Fitness Lifestyles	7,410
	Fitness Resource Retail, LLC	71,425
	Gym Source	143,054
	Heartline Fitness Products, Inc.	150,760
	Sports Stop, Inc.	5,741
	Wellness Solutions*	<u>38,251</u>
	Total	\$446,425

9107.7	Uniforms for Division of Food and Nutrition Services—Extension	
	<u>Awardee</u>	
	Chesapeake Uniform	\$ 60,000
9186.13	Asbestos Abatement Pre-qualified Contractors	
	<u>Awardees</u> (See note on page 9)	
	Accco, LLC	
	Asbestos Specialists, Inc.	
	Barco Enterprises, Inc.	
	Northstar Contracting Group, Inc.	
	Reliability Contractors*	
	Retro Environmental, Inc.	
	Sandow Construction, Inc.*	
	Total	\$300,000
9300.5	Chain Link Fencing, Gates, and Backstops at Various Locations**	
	<u>Awardee</u>	
	Hercules Fence of Maryland, LLC	\$200,000
9302.5	Installation of Carpeting, Resilient Flooring, and Accessories—Extension**	
	<u>Awardee</u>	
	Fitz Flooring, LLC	\$800,000
9340.5	Hot Mix Asphalt Replacement at Various Locations—Extension**	
	<u>Awardee</u>	
	Finley Asphalt & Sealing, Inc.	\$975,000
9398.3	Retaining Walls and Storm Water Management Modifications—Extension**	
	<u>Awardee</u>	
	Walker Willis Corporation	\$800,000

9442.1	Energy Management Contractor's Pre-Qualification—Extension	
	<u>Awardees</u> (See note below)	
	Building Automation Services, Inc.	
	Control Sources, LLC	
	Engineered Services, Inc.	
	Performance Controls, LLC*	
	Pritchett Controls	
	Total	\$900,000
9730.1	Roofing Maintenance Programs for Green Roofs**	
	<u>Awardee</u>	
	Interstate Corporation*	\$500,000
TOTAL PROCUREMENT CONTRACTS OVER \$25,000		\$10,827,437

* Denotes Minority-, Female-, or Disabled-owned Business

**Planned Life-cycle Asset Replacement (PLAR)

Note: Contract amounts will be based on individual requirements.

Formal bids and requests for proposals (RFPs) were obtained and evaluated by the Procurement Unit, Department of Materials Management, in consultation with the users. The tabulations, cost comparisons, and budget account verifications are available in Procurement's files.

LAB:AMZ:KCL:mj

Attachment

APPROVED BY BOARD

William C. Foy

Bid Activity Report
March 10, 2015

Attachment

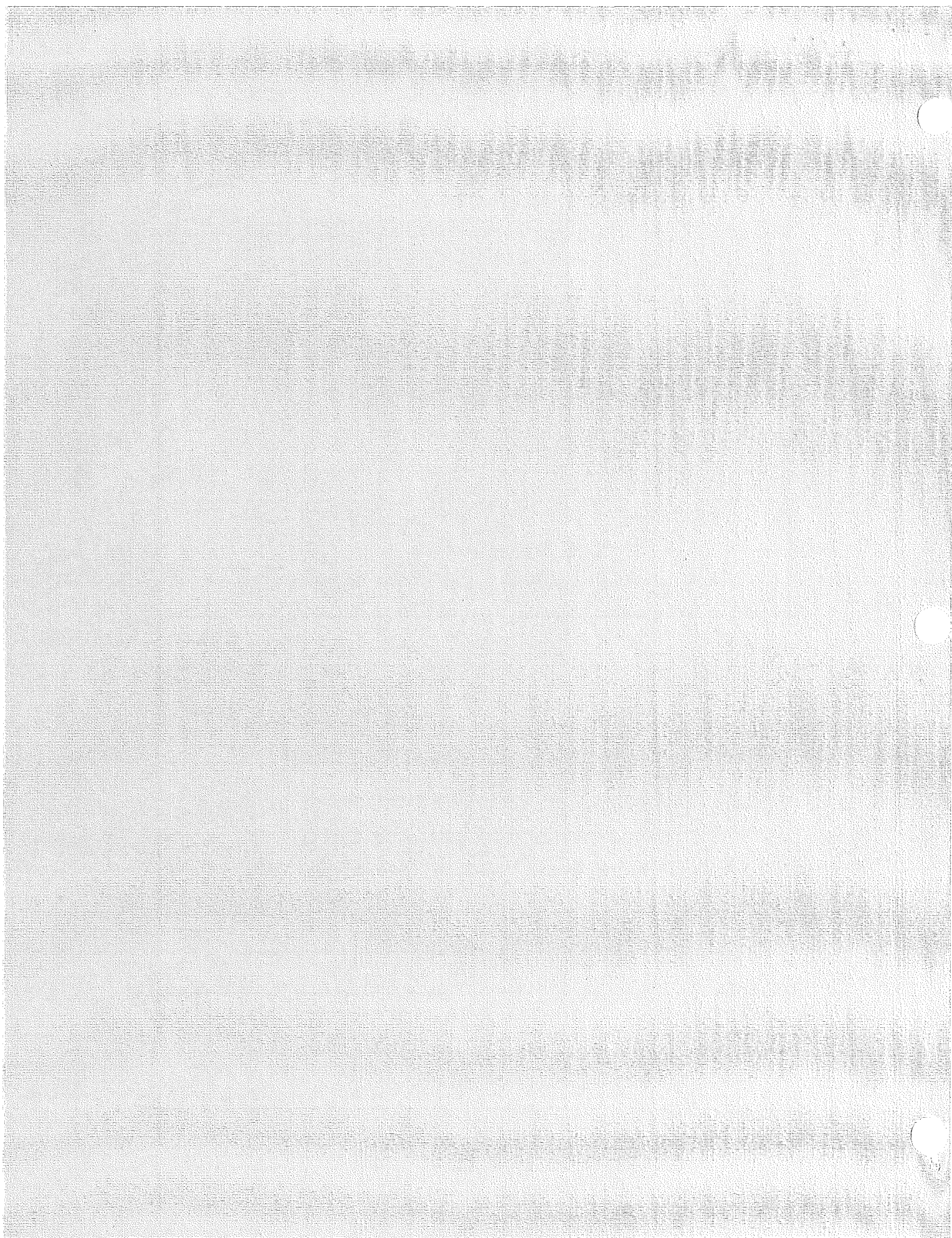
BID No.	BID NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
0011T819168	Defibrillators and Accessories—Extension	N/A	State of Maryland Contract				
040.15.B2	Art Supplies	N/A	Howard County Public Schools Contract				
060B1400058	Long Distance Service—Extension	N/A	State of Maryland Contract				
150212	Internet Service Provider—Extension	N/A					
436050001248763-D	Data Services	N/A					
436050001248763-V	Other Voice Services	N/A					
436050001248763-W	Wireless Voice & Data Services—Extension	N/A					
4400003732	Multifunction Devices and Related Services	N/A	U.S. Communities Contract				
581740001283362	Internet Service Provider	N/A					
616770001248762	Local Telephone Services	N/A					
4012.8	Maintenance Lumber and Related Materials—Extension	13	3	5	0	3	0
4061.5	Modular Computer Furniture—Extension	18	9	5	3	2	2
4063.11	Art Supplies—Extension	17	4	13	2	9	3
4065.12	Ceramic Supplies—Extension	13	1	5	1	3	1
4090.8	Envelopes—Extension	9	1	7	1	5	0
4124.5	Library Furniture—Extension	34	14	9	5	4	3
4202.3	Water and Indoor Air Quality Industrial Hygiene Services	16	3	12	3	5	0
4273.3	Academic Service Providers—Extension	7	0	5	0	3	0
4363.1	Computer Network Wireless Access Points, Switches, Routers, Cabling, Wiring, and Services	8	0	11	0	1	0
4763.3	Laminator 27"—Extension	13	7	2	0	1	0
7065.11	Custodial Supplies—Extension	23	7	18	4	13	3
7083.7	Custodial Equipment—Extension	16	5	8	3	8	3

APPROVED BY BOARD

Bid Activity Report
March 10, 2015

Attachment

BID No.	BID NAME	No. of Vendors Mailed	No. MFD Vendors Mailed	Total No. of Bids Received	Total No. of MFD Bids Received	Total No. of Bids Awarded	Total No. of MFD Contracts Awarded
7124.5	Pest Control Materials	8	2	3	1	2	1
7149.3	Tires, Mounting, Balancing, and Alignment—Extension	10	1	1	1	1	1
8113.1	Fire Lane Signage Materials and Installation	N/A					
9002.7	Door Hardware, Closure and Exit Devices—Extension	16	1	8	0	4	0
9003.6	Hardware Supplies—Extension	32	9	6	2	1	0
9016.6	Electrical Supplies and Equipment—Extension	27	2	9	0	6	0
9018.6	Operable Wall System Preventive Maintenance	11	2	1	0	1	0
9021.8	Doors and Door Hardware—Extension	31	5	4	0	1	0
9022.7	Building Materials—Extension	26	11	5	1	5	1
9057.8	Baseball Supplies and Equipment—Extension	25	3	9	0	3	0
9058.10	Baseball Supplies and Equipment—Extension	30	9	11	1	5	0
9069.10	Softball Supplies and Equipment—Extension	28	4	7	1	4	0
9073.7	Weight Training Supplies and Equipment—Extension	22	1	9	1	8	1
9107.7	Uniforms for Division of Food and Nutrition Services—Extension	25	9	2	1	1	0
9186.13	Asbestos Abatement Pre-qualified Contractors	13	6	7	3	7	2
9300.5	Chain Link Fencing, Gates, Backstops at Various Locations	21	2	3	0	1	0
9302.5	Installation of Carpeting, Resilient Flooring and Accessories—Extension	34	16	3	1	1	0
9340.5	Hot Mix Asphalt Replacement at Various Locations—Extension	14	4	4	2	1	0
9398.3	Retaining Walls and Storm Water Management Modifications—Extension	59	34	7	3	1	0
9442.1	Energy Management Contractor's Pre-Qualification—Extension	5	1	5	1	5	1
9730.1	Roofing Maintenance Programs for Green Roofs	11	1	3	1	1	1





MONTGOMERY COUNTY PUBLIC SCHOOLS

www.montgomeryschoolsmd.org

MARYLAND

301-279-3097

December 19, 2014



RFP Number: 9730.1
Questions due: January 16, 2015
Pre-bid Conference: January 21, 2015
Due Date: January 29, 2015
Open Time: 2:00 p.m.

To: Prospective Offerors:

The purpose of this Request For Proposal (RFP) is to qualify one contractor from **Montgomery County Public Schools (MCPS) Pre-Qualified Roofing Contractors only** to perform comprehensive roof maintenance program for all types of roof systems installed at the pre-selected MCPS schools identified herein.

A mandatory pre-bid conference will be held from 10:00 – 11:30 a.m. on Wednesday, January 21, 2015, at the MCPS Procurement Unit Office, 45 West Gude Drive, Suite 3100, Rockville MD 20850. Questions regarding the RFP must be submitted by Friday, January 16, 2015, close of business.

Proposals must be received on or before 2:00 p.m., on Thursday, January 29, 2015. Proposals received after this date and time will not be considered. Proposals must be delivered in a sealed opaque envelope with the RFP number, opening date and opening time indicated in the lower left corner of the envelope.

Proposals must be marked on cover pages of each with "**ORIGINAL**" or "**COPY**". Proposals are to be delivered to Montgomery County Public Schools, (MCPS) Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850.

The provider must submit one original and four copies of their response. **The response must be signed by an official having authority to contract with MCPS.** The firm and official's name shall be used. This solicitation does not commit the district to pay any costs incurred in the submission of responses or guarantee that an award will be made.

In the event of emergency closing of Montgomery County Public School offices, this RFP will open at the same time on the next regular working day.

Sincerely,

KCL Kathleen C. Lazor, Director
Department of Materials Management

KCL:lc
Enclosure

Procurement Unit

45 West Gude Drive, Suite 3100 ♦ Rockville, Maryland 20850-9999

**Department of Materials Management
Procurement Unit
MONTGOMERY COUNTY PUBLIC SCHOOLS
Rockville, MD 20850-1747**

**Request For Proposal No. 9730.1
Roofing Maintenance Programs for Green Roofs**

PART A

1. GENERAL CONDITIONS

Montgomery County Public Schools seeks to obtain proposals from entities that are interested in providing comprehensive green roof maintenance and various roof repair work.

The work shall include all required inspections, maintenance and repairs of all roof systems located on facilities with green/vegetative roofs throughout Montgomery County Public School (MCPS) identified herein (**APPENDIX E**).

A. SCOPE OF SERVICES

1. It is the intention to qualify one contractor from **Montgomery County Public Schools (MCPS) Pre-Qualified Roofing Contractors only**, to perform comprehensive roof maintenance program for all types of roof systems installed at the pre-selected MCPS schools identified herein. The successful offeror will be required to submit; 1) **Comprehensive Green Roof Maintenance Plan** for all green roofs; 2) **If necessary, Remediation plan for Green Roofs**; 3) **Perform Bi-Annual Preventative Maintenance Roof Inspections** involving various types of roof systems at the particular locations specified herein; and 4) **Provide proposals for various other "General Roof Repairs"** as requested by MCPS utilizing the unit prices offered herein to address vandalism, leaks, weather related damage, etc. The successful offeror shall perform all roof repairs adhering to MCPS specifications herein and manufacturer's recommendations necessary to continue the twenty-year NDL warranty uninterrupted where applicable. **The successful Contractor will be required to comply with the materials testing requirement herein and to submit Asbestos Free Material Verification Form as applicable. (See General Conditions Section I and APPENDIX C).**
2. Proposals offered for each task by the authorized Contractor's 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 utilizing 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. **It is imperative that the successful Offeror complies 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 Offeror will furnish and install any additional items required by the same, whether or not particularly shown or specified. All deliveries must be prepaid for destination. In no case will collect shipment be accepted.

B. 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 Offeror based upon qualifications, experience and unit prices offered with consideration given to any previous performance for the MCPS 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 MCPS Board of Education reserves the right to make awards according to the best interest of the MCPS Board of Education of Montgomery County, Maryland. **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".

C. SUBMISSION PACKAGE

1. RFP Documents

One original and four copies of the RFP submissions are requested. The cover page of each copy must be clearly marked original or copy. Prospective Offerors may wish to reproduce and retain an additional copy for your files. Submissions must contain all required information in order to be considered responsive.

The response must be sent by mail, courier or hand-delivery. A table of contents should be included. No faxes of proposals will be accepted. Proposals are to be received no later than 2:00 p.m., on Thursday, January 29, 2015. Submit responses of the entire RFP response to:

Montgomery County Public Schools
Procurement Unit
45 W. Gude Drive, Suite 3100
Rockville, MD 20850

Please note that the MCPS Board of Education or MCPS shall not be responsible nor be liable for any costs incurred by the vendor in the preparation and submission of their proposals and pricing.

2. Submissions and Quotation Form

- a. Submission shall include all items listed under Appendix F and the Quotation Form. **Faxed responses are not acceptable. SEALED RFP response ONLY.**
- 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 response.** Prices offered shall be valid for acceptance during a period of no less than 90 days from date of RFP closing.

3. Addenda/Errata

Changes and addenda to a solicitation may occur prior to the RFP closing date and time. It is the Offeror's responsibility to check for addenda or errata on the MCPS Procurement Unit website under event calendar (<http://www.montgomeryschoolsmd.org/departments/procurement/>) or contact the Procurement Unit by phone at (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 (TO BE SUBMITTED WITH BID)

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. Offeror Required Background Check for Registered Sex Offenders

- a. Maryland Law requires that any person who enters into a contract with a county board of education or a non-public school "may not knowingly employ an individual to work at a school" if the individual is a registered sex offender. **Offeror shall acknowledge that Section 11-722 of the Criminal Proceedings Article, Annotated Code of Maryland, as amended by the Maryland legislature in June 2006, prohibits a person having a contract with a public school from hiring a registered sex offender to perform work at a school.** An employer who violates this requirement is guilty of a misdemeanor and if convicted may be subject to up to five years imprisonment and/or a \$5,000.00 fine.
- b. Each Contractor and Sub-Contractor must screen their work-forces to ensure that a registered sex offender does not perform work at a county public school and also ensure that any subcontractor and independent contractor conducts screening of its personnel who may work at a school. The term "Work-force" is intended to refer to all of the contractor's direct employees and any subcontractors and/or independent contractors it uses to perform the work. Violation of this provision may cause MCPS to take action against the contractor up to and including termination of the contract.

D. EVALUATION CRITERIA

Offeror's submission packets will be collectively evaluated by an MCPS staff committee who will make the determination concerning the amount of points assigned to each component. Below is a list of submissions components and basic areas involved in the evaluation process. The list is not necessarily listed in the order of importance. The final total of points assigned to a Contractor will determine the successful Contractor that will be authorized to provide proposals for roof maintenance program and repairs at facilities with green roofs. The evaluation committee comprised of MCPS staff and potentially outside stakeholders will evaluate proposals based on these criteria. Any submissions that are incomplete or fail to provide the mandatory submissions will be disqualified.

- Orderliness and completeness of response to the Request for Qualification (RFP)
- Number of years installing and maintaining Green Roof
- List of all Green Roof/Vegetative projects, total square footage and year installed
- Sample Green Roof Maintenance Plan with cost:
 1. 100,000 square foot of vegetation
 2. Two story building
 3. 95% coverage
- Sample Green Roof Inspection Report
- Sample Green Roof Remediation Plan
- Complete list of company staff names and resumes
- List current Green Roof Maintenance contracts and contact information

- Financial and Management capacity and capabilities
- Qualifications, certifications and experience with green roof and green roof manufacturers
- Unit prices offered on quotation form

E. SCHEDULE OF EVENTS

The anticipated schedule for activities related to this RFP is as follows:

RFP issued:	December 19, 2014
Questions due:	January 16, 2015
Pre-bid conference:	January 21, 2015, 10:00 – 11:30 a.m.
Proposals due:	January 29, 2015 at 2:00 p.m.
Interviews of finalists (optional) TBD:	Week of February 2, 2015
Anticipated award date:	March 10, 2015

All dates are subject to change at the discretion of MCPS.

F. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference for prospective offerors will be held on Wednesday, January 21, 2015 from 10:00 – 11:30 a.m. at the MCPS Procurement Unit Office, 45 West Gude Drive, Suite 3100, Rockville MD 20850. **All bidders interested in responding to this RFP request, shall be in attendance. Bidders who fail to attend this meeting will not be allowed to submit a response.** Questions to this RFP are due by the close of business Friday, January 16, 2015, so that responses may be prepared for distribution at the pre-bid conference. The purpose of the pre-bid conference will be to allow prospective offerors the opportunity to obtain clarification of the RFP and ask questions directly of MCPS staff to assist them in the preparation of their proposal responses.

Firms shall provide the names of the persons who will attend the pre-bid conference. Please send no more than two representatives. Send the names of the representatives to Ms. Checco, via fax at 301-279-3173, or via e-mail at Laurie.S.Checco@mcpsmd.org no later than Monday, January 5, 2015.

G. PROJECT CONTACT

The MCPS project contact for this proposed procurement is:

Montgomery County Public Schools
Darrel Caleb, Supervisor Capital Improvement Contracting Office
45 W Gude Drive, Room 3500
Rockville, MD 20850
Phone: 301-217-5320
Darrel.L.Caleb@mcpsmd.org

All prospective offerors are cautioned that information relating to the proposed procurement only may be obtained from Ms. Checco. Once the contract is awarded, Mr. Caleb will be your point of contact.

Any attempt to solicit information from other sources within the MCPS system may be cause for rejection of the firm's proposal.

H. INQUIRIES

Inquiries regarding this solicitation must be submitted in writing, to Ms. Laurie Checco, CPPB, Buyer II, MCPS, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, MD 20850, via fax at 301-279-3173. Questions are due by close of business Friday, January 16, 2015. Responses to the questions will be distributed at the pre-bid conference on Wednesday, January 21, 2015. The MCPS Board of Education will not be responsible for any oral or telephone explanation or interpretation. Vendor contact with any other MCPS employee regarding this solicitation until the contract is awarded by the Board will be considered by MCPS as an attempt to obtain an unfair advantage and result in non-consideration of its RFP response. The MCPS Procurement website address is www.montgomeryschoolsmd.org/departments/procurement/

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 MCPS Project Coordinator **in writing** via fax to resolve and receive clarification with copies to Ms. Laurie Checco, CPPB, Buyer II, and the MCPS CIP Contracting Supervisor.

I. 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 offerors 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.

J. 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 Green 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 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.

K. CONTRACT TERM

The term of contract shall be for **five (5) years** as stipulated on the RFP. However, the contract may not begin until one day after approval by the Board of Education and will conclude as stated under the contract term. MCPS reserves the right to extend this contract at the existing terms and conditions for **up to five (5) additional one year** terms upon the negotiation with the contractor and acceptance by MCPS. Written notice indicating MCPS' intention to pursue the extension of the contract will be issued to the successful Contractor 90 days prior to the expiration of the original contract. The

Contractor 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, a contract amendment will be issued; however, no purchase order will be issued until extended required bonds and certificate of insurance have been received by MCPS.

L. 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.
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.

M. WARRANTY/GUARANTEE

1. Roofing Surface System and Accessory: (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. Green Roof Vegetated Systems: Any replacement vegetation install under this bid shall be guaranteed for 5-years. The contractor shall replace the vegetation with plants of like kind or plants approved by MCPS.

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 on to perform this work and offering as standard a longer warranty/guarantee than as specified herein, shall take precedence. The warranty is not intended to cover any damage caused as a result of deliberate Act of Vandalism or Act of God.
4. The warranty is not intended to cover any damage caused as a result of a deliberate Act of Vandalism or Act of God.

N. 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 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 Mr. Nathaniel Brown, MCPS Environmental Health Specialist at 301-670-8238.

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, applicable business and Contractors 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 RFP 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 will 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 and have a minimum of five years experience performing the type of work they will be performing under this contract and possess appropriate licensing.
 - 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 workdays**.

- 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

Contractor shall submit invoices to the MCPS Project Coordinator at **45 West Gude Drive, Suite 3500, 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 include all required reports/documentation as specified herein such as but not limited to Annual Green Roof Maintenance Program detailed report of maintenance activities and photo to document the overall condition of the green roof at that point and time; Bi-Annual Preventative Maintenance Inspection reports with completed inspections forms and photos. **MCPS WILL ISSUES PURCHASE ORDERS TO THE SUCCESSFUL CONTRACTOR FOR THE ANNUAL ROOF MAINTENANCE PROGRAMS AND REPAIRS. MCPS WILL PROCESS PAYMENTS FOR INVOICE AFTER THE PERIODICAL MAINTENANCE/INSPECTIONS AND REPAIRS 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. The Contractor shall have on the job site, at least one person fluent in English 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. 15-04 AM, 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 PROPOSAL 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 Capital Improvements Plan Contracting Office Supervisor will represent MCPS in the execution of this contract as the MCPS Contracts Office Supervisor. No changes in contract conditions or specifications will be made without the CIP Contracting Office Supervisor's approval and authorization by the director of the Department of Materials Management.
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; and copy to the director of the Procurement Unit;
 - g. Prepare required reports;
 - h. Approve or reject invoices for payment and submitted construction schedules;
 - i. Recommend contract modifications or terminations to the MCPS CIP Contracting Office Supervisor, copies to the supervisor of the Procurement Unit;
 - 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. Responses to the RFP's 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 Green Roof vegetation work shall be planned and monitored by a "**Certified Professional Horticulturalist**" who is experienced and specializes in the remediation and seasonal maintenance requirements of Green Roof vegetation. This will insure sustainable 95% vegetation coverage as required under this RFP and contract.
3. The Offeror included with their bid submission a currently dated 20 Year NDL certification for **Johns Manville and Firestone Building Products Company**.

III. DETAILED SPECIFICATIONS**A. GREEN ROOF MAINTENANCE**

The green roof maintenance plan shall include overall guidelines necessary to ensure thriving, healthy vegetation at 95% levels on all green roofs in MCPS. The maintenance plan shall be developed in congruence with existing vegetative roofing manufacturer and be approved by certified professional horticulturalist that specializes in the horticultural needs, procedures, methods, and industry standards as they relate to green roof remediation and maintenance programs. The plans shall include all required repairs and 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 green roof maintenance plan that includes but not limited to:

1. Full green 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. Cost and schedule work plan

B. GREEN ROOF REMEDIATION INSPECTIONS

After award, the successful contractor will perform initial inspections of existing green roofs to determine if remediation plan is needed for each vegetation/green 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 green 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 green roof components
 4. Correction of drainage which maybe causing prolong wetness or dryness
- f. Cost and 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 performs bi-annual roof preventative maintenance inspections (PM) and various roof repairs as identified by PM inspections and MCPS staff. 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 green roof sections i.e. drains, visible roof surfaces, etc., and note any concerns or problems found.

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 20 Year 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 units prices and material mark-up rate identified herein.

Non unit material price items will 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 BUILT UP ROOF (BUR) 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.

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!!!! NO KETTLES ALLOWED.**
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.

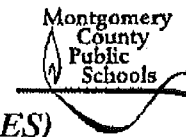
AISC	American Institute of Steel Construction Manual
ANSI	American National Standards Institute
ARMA	Asphalt Roofing Manufacturers' Association
ASTM	American Society for Testing and Materials
FM	Factory Mutual System
IBC	International Building Code 2009
MOSHA	Maryland Occupational, Safety and Health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

**Montgomery County Public Schools
Division of Maintenance**

CHANGE ORDER FORM

Facility: _____ ☐ New Work ☐ Additional Work

Location of work to be performed: _____

Description of work to be performed: _____

Start Date: _____ / _____ / _____ Completion Date: _____ / _____ / _____

Total Cost for Change Order: _____

(MCPS Representative Approval) (Date)

(MCPS Consultant Approval) (Date)

(Contractor Representative Acceptance) (Date)

(MCPS Contracts Office Supervisor Approval) (Date)

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

Contractor

Contractor Representative

Invitation to Bid #

Date

APPENDIX D

MONTGOMERY COUNTY PUBLIC SCHOOLS

ROOF PREVENTATIVE MAINTENANCE INSPECTION/SURVEY FORM

SCHOOL: _____

ROOF TYPE(S): BUR EPDM SHINGLE METAL SLATE OTHER

WATER TIGHTNESS: NO LEAKS _____ LEAKS EVERY RAIN _____ LEAKS ONLY DURING
HIGH WINDS AND RAIN _____ LEAKS ONLY OCCASIONALLY _____

CONDITION OF ROOF : (Below Indicate condition for each category: 1 Poor to 4 Excellent)

BLISTERS _____ **RIDGES** _____ **SPLITS** _____ **EXPOSED FELTS** _____ **ERODED FELTS** _____

DRAINS _____ **ALLIGATORING** _____ **GRAVEL STOP** _____ **DEBRIS/VEGETATION** _____

PUNCTURES _____ **SEAM SEPARATION** _____ **PONDING WATER** _____ **PITCH PANS** _____

EXPANSION JOINT _____ **PARAPET CAP** _____ **PARAPET METAL** _____ **GUTTERS** _____

DOWNSPOUT _____ COUNTER FLASHING _____ DRAIN STRAINER _____

ADDITIONAL INFORMATION: _____

OVERALL ROOF CONDITION: _____ (1 Poor to 4 Excellent)

(NOTE: SEE ATTACHED PHOTOS.)

INSPECTED BY: _____ DATE: _____

APPENDIX E

MCPS SCHOOLS WITH GREEN ROOFS

School Name	School Address	Manufacturer	Installed Date	Square Footage	Comments
Bel Pre ES	13801 Rippling Brook Drive, Silver Spring, MD 20906	Live Roof	2014	41,500	
Beverley 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	Addition
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	Gym
Darnestown ES	15030 Turkey Foot Rd., Gaithersburg, MD 20878	Live Roof	2013	10,934	Addition
Farnland ES	7000 Old Gate Rd., Rockville, MD 20852	Live Roof	2011	30,000	
Flora Singer ES	2600 Hayden Drive, Silver Spring, MD 20902	Live Roof	2012	30,300	
Gaithersburg HS	314 South Frederick Ave., Gaithersburg, MD 20877	Green 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	Addition
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	SBHC
Hoover MS	8810 Post Oak Rd., Rockville, MD 20854	Green Grid	2013	63,987	
Jackson Road ES	900 Jackson Rd., Silver Spring, MD 20904	Live Roof	2010	9,506	
North Chevy Chase HS	3700 Jones Bridge Rd., Chevy Chase, MD 20815	Live Roof	2012	6,300	Gym
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	
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	SBHC
Viers Mill ES	11711 Joseph Mill Rd., Silver Spring, MD 20906	Live Roof	2013	20,920	Addition
Waters Landing ES	13100 Waters Landing Drive, Germantown, MD 20874	Live Roof	2014	12,834	Addition
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	

APPENDIX E

MCPS SCHOOLS WITH GREEN ROOFS – CONTINUED

School Name	School Address	Manufacturer	Installed Date	Square Footage	Comments
William B. Gibbs ES	12615 Royal Crown Drive, Germantown, MD 20876	Live Roof	2009	1,200	
Wilson Wims 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	Addition

APPENDIX F

Submission Requirements for Evaluation and Award Selection

- 1. Number of years installing and maintaining Green Roof**
- 2. List of all vegetative/green roof projects, total square footage and year installed. Include current projects that are yet to be installed but have contracts.**
- 3. Sample Green Roof Maintenance Plan with cost, contractor shall factor in the following items in plan:**
 - a) 100,000 square foot of vegetation**
 - b) Two story building**
 - c) 95% coverage**
- 4. Sample Green Roof Inspection Report**
- 5. Sample Green Roof Remediation Plan**
- 6. Complete company staff names and resumes including Certified Professional Horticulturist**
- 7. List current Green Roof Maintenance contracts and contact information**
- 8. Financial and Management capacity and capabilities**
- 9. Qualifications and Experience with green roof**

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.	Removal and Replacement 4GIG Built- up Roof System as specified herein	Sq. Ft.	1000		\$
2.	Removal and Replacement of Roof Drains as specified herein	Each	10		\$
3.	Removal and Replacement of standing seam metal system .032 minimum as specified herein	Sq. Ft.	100		\$
4.	Removal and Replacement of Asphalt 40 years Shingle Roof as specified herein	Sq. Ft.	500		\$
5.	Roofing Mechanic (Regular Rate)	Per hr.	200		\$
6.	Roofing Mechanic Helper (Regular Rate)	Per hr.	200		\$
7.	Sheet Metal Mechanic (Regular Rate)	Per hr.	50		\$
8.	Sheet Metal Mechanic Helper (Regular Rate)	Per hr.	50		\$
9.	Green Roof Landscaping Worker	Per hr.	100		\$
10.	Green Roof Soil Testing	Each	50		\$
11.	Horticulturalist	Per hr.	100		\$
12.	Bi-Annual Roof Inspections	Each	60		\$
13.	Percentage over Direct Cost for Material	N/A	N/A	N/A	%
14.	Total Cost	N/A	N/A	N/A	\$

QUOTATION FORM - CONTINUED

COMPANY NAME: _____

- HAS BIDDER READ THE BIDDING DOCUMENT IN DETAIL PRIOR TO SUBMITTING THEIR RESPONSE?

YES _____ NO _____

- HAS BIDDER INCLUDED ALL ITEMS REQUESTED IN APPENDIX F AND THE QUOTATION FORM?

YES _____ NO _____

- IS A COPY OF THE STATE OF MARYLAND CONSTRUCTION BUSINESS LICENSE OR THE MARYLAND HOME IMPROVEMENT COMMISSION LICENSE SUPPLIED WITH THE RESPONSE?

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: HAS BIDDER 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 _____

- DID THE BIDDER ATTEND THE MANDATORY PRE-RFP MEETING?

YES _____ NO _____

Request For Response No. 9730.1
Roofing Maintenance Programs for Green Roofs

PART B

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

The following instructions will establish the acceptable minimum requirements for the format and content of responses.

Type of Contract

The proposed contract will be based on the quotation outlined in the offeror's response.

Documents To Be Submitted in Response to This RFP

One original and four (4) copies of both the response are requested.

The response must be signed by an official having authority to contract with MCPS. The firm and the official's name shall be used.

The documents required above must be received by the closing time and date set forth in the transmittal letter and addressed to Montgomery County Public Schools, Procurement Unit, 45 W. Gude Drive, Suite 3100, Rockville, Maryland 20850.

MCPS reserves the right to make an award without further discussion of the response received. MCPS may also negotiate with the one Offeror who submits the best response or with two or more Offerors who are in the competitive range. Therefore, it is important that your response be submitted initially on the most favorable terms from both the technical and cost standpoints. After the submission and closure of responses, no information will be released until after the award. It is understood that your response will become a part of the official file on this matter without obligation to MCPS.

Treatment of Technical Data in Response

The response submitted in response to this request may contain technical data which the Offeror or subcontractor Offeror does not want used or disclosed for any purpose other than evaluation of the response. The use and disclosure of any such technical data, subject to the provisions of the Maryland Public Information Act, may be so restricted:

Provided, that Offeror marks the cover sheet of the response with the following legend, specifying the pages of the response which are to be restricted in accordance with the conditions of the legend: "Technical data contained in pages ____ of this response shall not be used or disclosed, except for evaluation purposes."

Provided, that if a contract is awarded to this Offeror as a result of or in connection with the submission of this response, MCPS shall have the right to use or disclose these technical data to the extent provided in the contract.

This restriction does not limit the right of MCPS to use or disclose technical data obtained from another source without restriction.

MCPS assumes no liability for disclosure or use of unmarked technical data or products and may use or disclose the data for any purpose and may consider that the response was not submitted in confidence and therefore is releasable. Price and cost data concerning salaries, overhead, and general and administrative expenses are considered proprietary information and will not be disclosed.

Unnecessarily Elaborate Brochures

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate art work and expensive visual and other presentation aids are neither necessary nor wanted.

Project Contact

The MCPS project contact for the proposed procurement is:

Montgomery County Public Schools
Darrel Caleb, Supervisor Capital Improvements Contracting Office
45. W Gude Drive, Suite 3500
Rockville, MD 20850
Phone: 301-279-5320
Darrel.Caleb@mkcpsmd.org

All prospective Offerors are cautioned that information relating to the proposed procurement may be obtained only from Laurie Checco, CPPB, Buyer II, Procurement Unit. Any attempt to solicit information from other sources within the MCPS system may be cause for rejection of the responsible Offeror's response.

Evaluation Criteria

MCPS will evaluate the responses in accordance with the criteria set forth in Part A.

Place of Performance

The work shall be performed at various Montgomery County Public School locations within Montgomery County, MD.

Certification

The two forms attached to this RFP, Equal Opportunities Certification and Certification of Nonsegregated Facilities, must accompany the response. Evaluation of responses is dependent upon satisfactory completion of these forms.

Contract

MCPS plans to enter a contractual agreement with the agency to whom the award is made and intends to make the attached Articles 1 - 31 a part of the contract. Articles 29 and 30 are not applicable to this RFP.

Equal Opportunity Certification

1. Are you participating in any contractual agreement which contains the Equal Employment Opportunity Clause prescribed in Executive Order 11246, as amended?

() Yes () No

2. Name and address of Federal "Compliance Agency," if known:

("The Rules and Regulations of the Office of Federal Contract Compliance Programs, U.S. Department of Labor, define the term Compliance Agency as the agency designated by the Director, of CCP, to conduct compliance reviews and to undertake such other responsibilities assigned.")

3. Are you required to maintain a written affirmative action plan according to 41 CFR 60-2 and 60-1 (a)(4)?

() Yes () No

4. Has the "Compliance Agency" required you to correct deficiencies in your affirmative action plan or your employment policies and practices?

() Yes () No

5. Are you required to submit an annual compliance report as described in 41 CFR 60-17 (a)?

() Yes () No

If the answer to "5" is yes, enclose a copy of your latest compliance report.

Data on Subcontractors. (Use supplementary sheets where required.)

_____ (1)* (2)** (3)***

(Subcontractor's Name)

_____ () Yes () Yes () Yes

(Street)

(City) (State) () No () No () No

(Subcontractor's Name) (1)* (2)** (3)***

(Street) () Yes () Yes () Yes

(City) (State) () No () No () No

*(1) Previously held contracts subject to EQ 10925, 11114, and 11246, as amended.

** (2) Previously filed certificate of nonsegregated facilities.

*** (3) Previously filed annual (EEO-1, EEO-4, or EEO-6) compliance report.

Certification of Nonsegregated Facilities

By submission of this offer, the Offeror or subcontractor certifies that there is not maintained or provided for employees any segregated facilities and that employees will not be permitted to perform their services at any location, under the Offeror's control, where segregated facilities are maintained. The Offeror, or subcontractor, agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "Segregated Facilities" means any rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise. The Offeror further agrees that except where there has been obtained identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause that there will be forwarded the following notice to such proposed subcontractors except where the proposed subcontractors have submitted certifications for specific time period:

Notice to Prospective Subcontractors of

Requirement for Certifications of

Nonsegregated Facilities

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause.

The certification may be submitted either for each subcontract or for all subcontracts during a period, i.e., quarterly, semiannually, or annually.

NOTE: Failure of an Offeror to agree to the Certification of Nonsegregated Facilities shall render his offer nonresponsive to the terms of solicitations involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause.

PLACE OF PERFORMANCE

Following is the name and location of the facility where the service will be performed:

(Name of Facility)

(Address)

Minority Business Enterprise

The offeror () is () is not a minority business enterprise. A minority business enterprise is defined as a "business at least 50 percent of which is owned by minority group members or, in case of publicly owned businesses, at least 51 percent of the stock is owned by minority group members." For the purpose of this definition, minority group members are African Americans, Hispanic Americans, Asian Americans, and American Indians.

Check the appropriate box below.

☐ African American

☐ Asian American

☐ Hispanic

☐ Native American

☐ Female

☐ Disabled

☐ None

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 _____

VENDOR'S CERTIFICATION: Upon notification of award, this document in its entirety is the award vendor's contract with MCPS. By signing below, the undersigned acknowledges that he/she 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
- B. 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.
- C. I hereby certify that I am authorized to sign for the bidder. 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 _____

CONTRACT ARTICLES

<u>No.</u>	<u>Title</u>
1	Description/Specifications
2	MCPS Project Officer
3	Personnel
4	MCPS Contract Administrator
5	Statement of Work
6	Deliverables
7	Price
8	Period of Performance
9	Submission of Vouchers
10	Inspection and Acceptance
11	Payment
12	Withholding Contract Payments
13	Services of Consultants
14	Publication and Publicity
15	Data Collection (Not Required)
16	Documentation and Copyright
17	Notice of Delays
18	Excusable Delays
19	MCPS Property
20	Covenant Against Contingent Fees
21	Officials Not to Benefit
22	Equal Opportunity
23	Compliance With Local Laws
24	Changes
25	Disputes
26	Termination for Convenience of MCPS
27	Order of Precedence
28	Severability
29	Bid Performance (Not Required)
30	Performance Bond (Not Required)
31	Nonappropriation of Funds

ARTICLE 1. DESCRIPTION/SPECIFICATIONS

The contractor shall, in conformance with the MCPS provisions, furnish all personnel, materials, services, and facilities necessary to perform the requirements of the statement of work and the contractor's response.

ARTICLE 2. MCPS PROJECT CONTACT

- a) The MCPS project contact is responsible for the technical aspects of the project and technical liaison with the contractor. The MCPS project contact is also responsible for the review and approval of any and all deliverables including reports, and such other responsibilities as may be specified in the contract.
- b) The project contact is not authorized to make any commitments or otherwise obligate MCPS or authorize any changes which affect the contract price, terms, or conditions. Any contractor requests for changes shall be referred directly to the director of the Department of Materials Management. No such changes shall be made without the written authorization of the director of the Department of Materials Management.
- c) The project officer may be changed at any time; but notification of the change, including the name and address of the successor project officer, will be provided to the contractor in writing.

ARTICLE 3. PERSONNEL

The following personnel are considered to be essential to the work being performed. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the project officer reasonably well in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the contractor without the written consent of the project officer. However, the project officer may ratify in writing such diversion; and such ratification shall constitute the consent of the project officer required by this clause. The following listing may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. Failure to obtain the approval of the project officer as required or to propose replacement personnel acceptable to the project officer may be cause for termination because of default.

Name _____

Title _____

Name _____

Title _____

Name _____

Title _____

MCPS reserves the right to require that the contractor replace any individual charged to the contract at any point during the contract period if it determines that this action is in its best interests. In such case, the written authorization of both the director of procurement and the project officer is required. In the notification to the contractor, MCPS shall stipulate the last

day the person's time can be billed to the contract or how long the person can be involved in contract activities.

ARTICLE 4. MCPS CONTRACT ADMINISTRATOR

For day-to-day operational problems and for technical questions, the successful vendor may contact the project officer.

ARTICLE 5. STATEMENT OF WORK

The contractor agrees, in consideration of the price stated in ARTICLE 7, to do the work described in Part A.

ARTICLE 6. DELIVERABLES

All deliverables shall be submitted to the project officer according to the kinds and dates indicated in Part A or as agreed upon after contract has been awarded.

ARTICLE 7. PRICE

This will be a firm fixed contract based on the quotation outlined in the Offeror's response.

ARTICLE 8. PERIOD OF PERFORMANCE

The term of contract shall be for five years as stipulated in the RFP. However, the contract may not begin until one day after approval by the Board of Education. Extensions may be considered for follow-up consultation.

ARTICLE 9. SUBMISSION OF VOUCHERS

All Contracts

The contractor's vouchers shall be approved for payment by the project officer only after the inspection or other evaluation has been completed by the project officer and after the project officer is satisfied that the contractor is performing the work and has prepared the voucher as required by the contract.

ARTICLE 10. INSPECTION AND ACCEPTANCE

MCPS, through any authorized representative, has the right at all reasonable times to inspect, or otherwise evaluate, the work performed or being performed at the premises on which it is being performed. If any inspection or evaluation is made by MCPS on the premises of the contractor or a subcontractor, the contractor shall provide and shall require their subcontractors to provide all reasonable facilities and assistance for the safety and convenience of MCPS representatives in the performance of their duties. All inspections and evaluations shall be performed so that they will not unduly delay the work.

ARTICLE 11. PAYMENT

Within 30 days after receiving of each invoice and accepting the work, MCPS shall, except as provided in this contract, pay for the work performed when approved by the project contact and director of the Department of Materials Management. A payment schedule will be jointly developed between MCPS and the awarded contractor.

ARTICLE 12. WITHHOLDING OF CONTRACT PAYMENTS

Despite any other payment provisions of this contract, failure of the contractor to submit required reports when due; or failure to perform or deliver required work, supplies, or services; or failure to deliver acceptable work, supplies, or services will result in withholding payments under this contract unless such failure arises out of causes beyond the control and without the fault or negligence of the contractor as defined by the clause entitled "Excusable Delays" or "Termination for Convenience of MCPS," as applicable. MCPS shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted.

ARTICLE 13. SERVICES OF CONSULTANTS

The contractor is prohibited from using the services of MCPS employees in performing this contract. Former employees may be used, provided that a 12-month period has elapsed since their last employment at MCPS.

ARTICLE 14. PUBLICATION AND PUBLICITY

The contractor shall not publish or otherwise publicize the methods employed or results achieved until the work performed has been accepted by MCPS. Publication and discussion of services or presentations and other forms of publicity are encouraged, following acceptance of the work by MCPS, provided that:

- a) The primary purpose is to disseminate information about the work rather than to promote the contractor's accomplishments or knowledge.
- b) Publication or presentation prominently displays or acknowledges MCPS financial support as follows:

The contents of this publication do not necessarily reflect the views or policies of MCPS; and the mention of trade names, commercial products, or organizations does not imply endorsement by MCPS.

- c) Confidentiality of students and their families is maintained at all times.

ARTICLE 15. DATA COLLECTION (not required)

Questionnaires, survey instruments, or any other form of data collection from more than nine persons must be reviewed by the Department of Educational Accountability and approved by the deputy superintendent of schools prior to use as required by MCPS Regulation EHC-RA: Clearance of Data Acquisition Activities.

ARTICLE 16. DOCUMENTATION AND COPYRIGHT

Collected data, analyses, and any analytical processes, programs and files developed as a contractual requirement are the sole property of MCPS. Programs shall be completely documented, including the file layout of tapes, disks, and so on. MCPS may, at its sole discretion, waive title to any portion or to all data and analyses. MCPS has the sole right to copyright any process or program and may license its use by others for a fee or without charge.

ARTICLE 17. NOTICE OF DELAYS

Whenever the contractor has knowledge that any actual or potential situation, including, but not limited to, labor disputes is delaying or threatening to delay the timely performance of the work under this contract, the contractor shall immediately give written notice, including all relevant information, to the director of the Department of Materials Management.

ARTICLE 18. EXCUSABLE DELAYS

Except because of failures of subcontractors, the contractor shall not be considered to have failed in performance of this contract if such failure arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the failure of a subcontractor to perform and if such failure arises out of causes beyond the control of both the contractor and subcontractor and without the fault or negligence of either of them, the contractor shall not be deemed to have failed in performance of this contract unless (a) the supplies or services to be furnished by the subcontractor were obtainable from other sources; and (b) the director of the Department of Materials Management shall have ordered the contractor in writing to procure such supplies or services from such other sources, and the contractor shall have failed to comply reasonably with such order. Upon request of the contractor, the director of the Department of Materials Management shall ascertain the facts and extent of such failure; and if he shall determine that any failure to perform was occasioned by any one or more of the said causes, the delivery schedule shall be revised accordingly, subject to the rights of MCPS to invoke the termination article of this contract. As used in this article, the terms "subcontractor" and "subcontractors" mean subcontractor(s) employed at any level of the work being performed.

ARTICLE 19. MCPS PROPERTY

The use of MCPS property must be approved in advance by the director of the Department of Materials Management. Title to property leased with a purchase option shall pass to MCPS even though the option date is later than the contract period. Any payments required to acquire title are a contract cost. If MCPS has agreed to provide property owned by it, the following special provisions shall apply:

- a) The amount of MCPS property to be furnished to the contractor may be increased or decreased by written direction of the superintendent, and the contract price shall be adjusted to reflect the change pursuant to the stipulations of the "changes" article.
- b) The contractor shall insure all MCPS property in their possession or control and shall be liable to MCPS for the fair market value of any damage or loss to MCPS property, aside from that incurred by normal wear and tear. The contractor shall maintain the property in operating condition, with the cost being chargeable to the contract.
- c) All MCPS property shall be returned promptly upon completion of the contract or otherwise disposed of, as directed in writing by MCPS. All costs of shipment or disposal are a contract cost.
- d) Unless specifically stated otherwise in writing, MCPS property may be used only for the performance of this contract.
- e) Title to all MCPS property shall remain in the hands of MCPS at all times. Title to the property acquired by the contractor for use under the contract shall vest in MCPS upon delivery to the contractor.
- f) Any dispute concerning interpretation of the provisions of this article shall be subject to the stipulations of the "Disputes" article.

ARTICLE 20. COVENANT AGAINST CONTINGENT FEES

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, MCPS shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

ARTICLE 21. OFFICIALS NOT TO BENEFIT

No elected official or employee of Maryland, Montgomery County, or MCPS shall benefit from or receive any money as a result of this contract. Violation of this article will void the contract. The contractor shall pay MCPS any funds received by any official or employee, the contract will be terminated in accordance with ARTICLE 26, and MCPS shall seek appropriate legal remedy. This prohibition does not apply to contracts with an MCPS employee or elected official who contracted in their own name.

ARTICLE 22. EQUAL OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

- a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take

affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, sex, or national origin. Such action shall include, but not be limited to, employment, grade improvement, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices of the provisions of this Equal Opportunity clause.

- b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- c) The contractor will send to each labor union, or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitment under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

ARTICLE 23. COMPLIANCE WITH LOCAL LAWS

The contractor shall comply with all applicable laws, ordinances, and codes of Maryland and Montgomery County.

ARTICLE 24. CHANGES

The director of the Department of Materials Management may, at any time, by a written order and without notice to the sureties make changes within the general scope of the contract in any one or more of the following: a) specifications or statement of work and b) place of performance or delivery. If any such changes cause an increase or decrease in the cost of or the time required for the performance of this contract, whether changed or not changed by any such order, an equitable adjustment shall be made a) in the contract price or time of performance or both and b) in such other provisions of the contract as may be so affected; and the contract shall be modified in writing accordingly. Any claim by the contractor for adjustment under this article must be asserted within 30 days from the date of receipt by the contractor of the notification of change, provided, however, that the director of the Department of Materials Management if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this article shall excuse the contractor from proceeding with the contract as changed.

ARTICLE 25. DISPUTES

- a) Any dispute concerning a question of fact arising under this contract shall be disposed of by written agreement between the contractor and the contracting officer. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the contract performance.

- b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in Paragraph a) above, provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

ARTICLE 26. TERMINATION FOR DEFAULT OR FOR CONVENIENCE OF MCPS

- a) The performance of work under the contract may be terminated by MCPS in accordance with this article in whole or, from time to time, in part:
- (1) Whenever the contractor shall default in performance of this contract in accordance with its terms (including in the term "default" any such failure by the contractor to make progress in the prosecution of the work that would endanger such performance) and shall fail to cure such default within a period of ten days (or such longer period as the director of the Department of Materials Management may allow) after receipt from the superintendent of a notice specifying the default; or
 - (2) Whenever for any reason the Board of Education shall determine that such termination is in the best interest of MCPS.

Any such termination shall be effected by delivery to the contractor of a Notice of Termination specifying whether termination is for the default of the contractor or for the convenience of MCPS, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. If after notice of termination of this contract for default under (1) above and if it is determined for any reason that the contractor was not in default pursuant to (1) or that the contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the contractor pursuant to the provisions of the clause of this contract relating to excusable delays, the Notice of Termination shall be deemed to have been issued under (2) above, and the rights and obligations of the parties shall in such event be governed accordingly.

- b) After receipt of a Notice of Termination and except as otherwise directed by the contracting office, the contractor shall:
- (1) Stop work under the contract on the date and to the extent specified by the Notice of Termination
 - (2) Place no further orders or subcontracts for materials, services, or facilities, except as may be necessary for completion of such portion of the work under the contract as it is not terminated
 - (2) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination
 - (4) Assign to MCPS in the manner and to the extent directed by the director of the Department of Materials Management all of the rights, title, and interest of the

contractor under the orders or subcontracts so terminated, in which case MCPS shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts

- (5) With the approval or ratification of the superintendent, to the extent he may require, which approval or ratification shall be final and conclusive for all purposes of this clause, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part in accordance with the provisions of this contract
- (6) Transfer title to MCPS (to the extent that title has not already been transferred) and deliver in the manner, at the times, and to the extent directed by the director of the Department of Materials Management (a) the work in process, completed work, supplies, and other materials produced as a part of, or acquired in respect of the performance of, the work terminated by the Notice of Termination and (b) the completed or partially completed plans, information, and other property which, if the contract had been completed, would be required to be furnished to MCPS
- (7) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination
- (8) Take such action as may be necessary, or as the director of the Department of Materials Management may direct, for the protection and preservation of the property related to this contract which is in the possession of the contractor and in which MCPS has or may acquire an interest

The contractor shall proceed immediately with the performance of the above obligations despite any delay in determining or adjusting the amount of the fee, or any item of reimbursable cost, under this clause.

- c) After receipt of a Notice of Termination, the contractor shall submit to the director of the Department of Materials Management their termination claim in the form and with the certification prescribed by the director. The claim shall be submitted promptly but in no event later than 90 days from the effective date of termination, unless one or more extensions in writing are granted by the director of the Department of Materials Management. Upon request of the contractor to submit their termination claim within the time allowed, the superintendent may, subject to any review required by MCPS procedures in effect as of the date of execution of this contract, determine, on the basis of information available to them, the amount, if any, due to the contractor by reason of the termination and shall thereupon pay to the contractor the amount so determined.
- d) Subject to the provisions of Paragraph c) and subject to any review required by MCPS procedures in effect as of the date of execution of this contract, the contractor and the superintendent may agree upon the whole or any part of the amount or amounts to be paid (including an allowance for the fee) to the contractor by reason of the total or partial termination of work pursuant to this clause. The contract shall be amended accordingly, and the contractor shall be paid the agreed amount.

- e) If the contractor and the superintendent fail to agree in whole or in part, as provided in Paragraph d), as to the amounts with respect to costs and fee or as to the amount of the fee to be paid to the contractor in connection with the termination of work pursuant to this article, the superintendent shall, subject to any review required by MCPS procedures in effect as of the date of execution of this contract, determine, on the basis of information available to him, the amount, if any, due to the contractor by reason of the termination and shall pay to the contractor the amount determined as follows:

(1) If the settlement includes cost and fee:

- (a) There shall be included all costs and expenses reimbursable in accordance with this contract not previously paid to the contractor for the performance of this contract prior to the effective date of the Notice of Termination and such of these costs as may continue for a reasonable time thereafter with the approval of or as directed by the superintendent, provided, however, that the contractor shall proceed as rapidly as practicable to discontinue such costs.
- (b) There shall be included so far as not included under (a) above the cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in Paragraph b) (5) above, which are properly chargeable to the terminated portion of the contract.
- (c) There shall be included the reasonable costs of settlement including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of termination inventory, provided, however, that if the termination is for default of the contract, there shall not be included any amounts for the preparation of the contractor's settlement response.
- (d) There shall be included a portion of the fee payable under the contract determined as follows: (i) If this contract is terminated for the convenience of the MCPS and not for the default of the contractor, a percentage of the fee equivalent to the percentage of the completion of the work contemplated by the contract, less fee payments previously made, shall be paid. (ii) If this contract is terminated for the default of the contractor, the total fee payable shall be such a proportionate part of the fee (or, if this contract calls for services of different types, of such part of the fee as is reasonably allowable to the type of service under consideration) as the total amount of service delivered to and accepted by MCPS bears to the total amount of services of a like kind called for by this contract.

If the amount determined under this Subparagraph (1) is less than the total payment made to the contractor, the contractor shall repay the excess amount.

- (2) If the settlement includes only the fee, the amount will be determined in accordance with Subparagraph (1) (d) above.

- f) The contractor shall have the right of appeal, under the article of this contract entitled "Disputes," of any determination made by the superintendent under Paragraphs c) and e) above, except that if the contractor has failed to submit their claim within the time provided in Paragraph c) above and has failed to request extension of such time, they shall have no such right of appeal. In any case where the superintendent has made a determination of the amount due under Paragraph c) or e) above, MCPS shall pay to the contractor (1) if there is no right of appeal hereunder or if no timely appeal has been taken, the amount so determined by the superintendent or (2) if an appeal has been taken, the amount finally determined on such appeal.
- g) If a partial termination is made, the portion of the fee which is payable with respect to the work under the continued portion of the contract shall be equitably adjusted by agreement between the contractor and the superintendent; and such adjustment shall be shown by an amendment to this contract.

MCPS may from time to time, under such terms and conditions as it may prescribe, make partial payments and payments on account against costs incurred by the contractor in connection with the terminated portion of the contract whenever the aggregate of such payments shall be within the amount to which the contractor will be entitled. If the total of such payments is in excess of the amount finally determined to be due under this article, such excess shall be payable by the contractor to MCPS upon demand, together with interest computed yearly at the rate of 9 percent from the date such excess payment is received by the contractor to the date on which such excess is repaid to MCPS. The provisions of this article relating to the fee shall be inapplicable if this contract does not provide for payment of a fee.

ARTICLE 27 ORDER OF PRECEDENCE

If any conflict in the interpretation of the requirements of this contract occurs, preference shall be given in the following order of precedence: a) the contract provisions, b) the statement of work, and c) the contractor's response.

ARTICLE 28 SEVERABILITY

Should any portion of the contract be found illegal the remainder shall remain in full force and effect and shall be binding on both parties.

ARTICLE 29 BID PERFORMANCE BOND (not required)

With the response, each bid must be accompanied by an approved bid bond from a surety company acceptable to the Owner, or by a certified or cashier's check executed in favor of the Owner for not less than five percent (5%) of the total amount.

The bid bond shall be returned to all except the successful bidder within five (5) days after awards have been made. The bid security of the successful bidder(s) will be returned upon receipt of the performance bond.

ARTICLE 30. PERFORMANCE BOND (not required)

No contract shall exist until MCPS receives a duly executed Performance Bond prepared on an approved form in the amount of one hundred percent (100%) of the contract, made payable to MCPS as security for the faithful performance of the contract and having as surety thereon such surety company or companies as are acceptable to MCPS and as are authorized to

transact business in the State of Maryland. In the event the Performance Bond is not delivered within ten (10) days of Notice of Award then the offer may be ruled null and void and the award shall be made to the next lowest responsive Offeror.

ARTICLE 31. NONAPPROPRIATION OF FUNDS

- (a) In the event sufficient funds are not appropriated for the payment of all lease/purchase payments required to be paid in the next succeeding Renewal Term hereunder, and Lessee has no funds legally available for lease/purchase payments from other sources, then Lessee may terminate this lease at the end of the original term or the then current renewal term, as the case may be, without penalty or expense to Lessee of any kind whatsoever, and Lessee shall not be obligated to make payment of the lease/purchase payments provided for in the lease beyond the then current term. Lessee agrees to deliver notice to Lessor of such termination at least thirty (30) days prior to the end of the then current fiscal year.
- (b) If this agreement is terminated under this provision, Lessee agrees, peaceably to deliver such items of the equipment to Lessor on the date of such termination.

To the extent lawful, Lessee covenants that it will not, until the date on which the next succeeding renewal term would have ended, expend, or commit any funds for the purchase or use of equipment to be used for the same purpose as, or a purpose functionally equivalent to, the equipment. Notwithstanding anything in this lease to the contrary, the provisions of this subpart shall survive termination of the lease.