

**MECKLENBURG COUNTY PUBLIC SCHOOLS  
POST OFFICE BOX 190 - 175 Mayfield Drive  
Boydton, VA 23917  
RFB # 2018-002**

**TO:** Roofing Contractors

**RE:** MECKLENBURG COUNTY PUBLIC SCHOOLS  
Secondary School Roof Repair  
RFB # 2018-002 (See Attachments I & II for Job Scope and Technical Specifications)

**DATE:**

The Mecklenburg County School Board (“School Board”) invites you to offer proposal(s) for school roof repair to be effective upon School Board approval. School Roof Repair FY 2018.

Please submit an original and three copies of your proposal(s), in a **sealed envelope marked** “SEALED OFFER — RFB #2018-002” to:

**MECKLENBURG COUNTY PUBLIC SCHOOLS  
Attn: Brian Dalton  
175 MAYFIELD DRIVE  
POST OFFICE BOX 190  
BOYDTON, VA 23917**

Sealed proposal(s) for this solicitation will be due at the Mecklenburg County School Board Office no later than 2:00 P.M., April 4, 2018.

## SECTION I – OVERVIEW

### **1.1 PURPOSE**

The purpose and intent of this Request for Bids (“RFB”) is to solicit sealed proposals from qualified companies to provide a full service, School Roof Repair Procurement.

The School Board is seeking proposals that would service 4 locations throughout the division.

### **1.2 PROPOSED CALENDAR**

RFB Issued	03/08/2018
Pre-Bid Meeting	03/14/2018 at 9 A.M.
Bid Questions Due	04/02/2018 at 10 A.M.
Final Addenda Posted	04/02/2018 at 5 P.M.
Bids Due	04/04/2018 by 2 P.M. EDT
Notification of Award is anticipated, but not guaranteed	04/10/2018

**\*LATE SUBMISSIONS WILL BE RETURNED UNOPENED\***

### **1.3 REQUIRED SPECIFICATION TO THE REQUEST FOR BIDS**

This document and all appendices are considered part of the required specifications to RFB #2018-002

The Mecklenburg County School Board reserves the right to modify any part of the document at its discretion.

### **1.4 ADDENDA**

Any “Addenda or Instructions to Offerors” issued by the School Board prior to the closing date shall be addressed in any proposal submitted by an Offeror, and will be included in any contract later awarded. All Bidder questions are due on **April 2, 2018** by 10:00 a.m. Any Addenda will be posted on the Mecklenburg County Public Schools website, [www.mcpsweb.org](http://www.mcpsweb.org) by **April 2, 2018** by 5:00 p.m.

### **1.5 ADHERENCE TO LAW**

All phases of this solicitation shall be in accordance with applicable state and federal laws, even where not expressly stated herein, including conditions imposed by funding sources. The offeror agrees to satisfy any such requirements.

## SECTION 2 – BID SUBMISSION

### **2.1 SOLICITATION-SPECIFIC BID COMPONENTS**

Each proposal submitted pursuant to this RFB shall include at a minimum the components described below and as further established in this RFB. These instructions describe the format for submitting a proposal under this RFB. To provide the evaluation committee with a clear and complete proposal, the proposal shall follow this outline. This information will be considered the minimum amount necessary for a complete proposal. Additionally, proposals that repeat the language of this RFB without further development will be considered nonresponsive.

- A. Services are to be provided to the schools of Mecklenburg County, Virginia to include:
  - 1. Bluestone Middle School, 250 Middle School Rd., Skipwith, VA 23968
  - 2. Bluestone High School, 6825 Skipwith Rd., Skipwith, VA 23968
  - 3. Park View Middle School, 365 Dockery Rd., South Hill, VA 23970
  - 4. Park View High School, 205 Park View Circle, South Hill, VA 23970
  
- B. See the provided attachments for individual job site specifications.
- C. Offerors are responsible for providing a copy of contractor license.
- D. Offerors are responsible for providing a copy of liability insurance.
- E. All material is to be provided by the offeror.
- F. Offerors must attend the pre-bid meeting
- G. Offerors are responsible for visiting the (4) sites prior to submitting their responses. Offerors must check in with the Principal's office before inspecting the roofs.
- H. Fee Structure: Unless otherwise provided in the Main Agreement, Contractor shall submit an invoice to MCPS upon completion, and Final Acceptance by MCPS, of all of the Work; provided, however, that if prices are separately stated for separable portions of the Work in this Agreement, and this Agreement so provides, Contractor may submit an invoice for each separable portion of the Work upon completion and Final Acceptance by MCPS of each such separable portion. Each such invoice shall reference this Agreement, contain certifications requested by MCPS that are consistent with the terms hereof, and specify the amount stipulated in this Agreement for completion of such Work.
- I. Pricing Options: MCPS request two pricing options per location.
  - 1. Contractor shall clean entire area of roof to be coated. Contractor shall then apply the coating to the roof without reinforcing any seams with tape or fabric. This option is simply a "clean and coat" job that excludes any warranty. Minimum thickness of coating shall be at least 25 mils or greater.

2. Contractor shall install coating system as complies with Progressive Materials specifications. Contractor shall provide a five year labor and material warranty with this option.
  3. Contractor shall install coating system as complies with Progressive Materials specifications. Contractor shall provide a ten year labor and material warranty with this option.
- J. References: Offeror's proposal must include a list of at least 3 references for whom you have provided roofing services.

## **2.2 COMPANY PROFILE**

- a. Name of Offeror
- b. Address of company
- c. History of company
- d. Year company was founded
- e. Mission statement
- f. Description of types and numbers of accounts served
- g. Number of employees
- h. Ownership of business classification

### **Firm Offer**

Each Offeror must certify in writing that annual cost figures submitted with its proposal will be firm for at least sixty (60) calendar days after the bid opening date. A written award to the successful Offeror, within the time for acceptance specified in the offer, shall be deemed to result in a binding contract without further action by either party, and the successful Offeror shall execute a contract substantially in the form of that attached hereto as Appendix V.

### **Authorized Signature**

All proposals must be signed in order to be considered. If the Offeror is a partnership or corporation, the Offeror must show the title of the individual signing the Offeror, and if the individual is not an officer of the partnership or corporation, the Offeror must submit proof that the individual has the authority to bind the partnership or corporation.

## **2.3 ANTI-COLLUSION**

Submission of this proposal is the Offeror's express representation that during the preparation and submission of its proposal:

Offeror did not either directly or indirectly enter into any combination or arrangement with any person, firm or corporation, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free

competitive negotiation in violation of the Sherman Act (15 U.S.C. Section 1 et seq.), Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia. Any perceived incidence of price fixing or anti-trust violation shall be reported to the Attorney General for the Commonwealth of Virginia for possible enforcement of the anti-trust laws.

Offeror hereby certifies that the contact, or any claims resulting therefrom, is not the result of, or affected by, any act of collusion with, or any act of, another person or persons, firm or corporation engaged in the same line of business or commerce; and, that no person acting for, or employed by Mecklenburg County School Board has an interest in, or is concerned with, this proposal, and, that no person or persons, firm or corporation other than the Offeror, have, or are, interested in this proposal.

#### **2.4 CERTIFICATION OF CRIME AGAINST CHILDREN**

The Offeror shall provide certification that Offeror and Offeror's employees, and all other persons who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix III and submit the certification contemporaneously with the executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. The Mecklenburg County School Board shall not be liable for materially false statements regarding the certifications required under the Contract.

#### **2.5 CERTIFICATION OF INTEREST & RELATIONSHIPS WITH SCHOOL BOARD AND MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES**

To the extent that neither Offeror nor any of Offeror's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for or employed by, the School Board or Mecklenburg County Public Schools, Offeror shall reveal such relationships to the School Board. In accordance with this paragraph, Offeror shall execute the certification attached hereto as Appendix IV and submit the certification contemporaneously with the executed Contract.

#### **2.6 ERASURES**

Proposals having erasures, corrections, or typewriter opaquing fluid are not acceptable and will result in rejection of the proposal. Prior to submission or opening, errors may be crossed out and corrections entered in ink and initialed in ink by the person signing the proposal. No proposal shall be altered or amended after the specified time for opening. Proposals filled in with pencil will be rejected.

## **2.7 SUBMISSION INSTRUCTIONS**

The proposal shall be submitted in a concise, typed and neatly bound presentation. An original, so marked, and (3) copies signed by the Offeror's contractual binding authority must be received no later April 4, 2018 at 2:00 p.m. Email and/or faxed proposals **will not** be accepted. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened. Selected vendor will be notified on or around April 10, 2018.

All proposals must be sealed and labeled (on the outside of the sealed container) to show the following:

Proposal for "SEALED OFFER – School Roof Repair RFB# 2018-002":

**Sealed Proposals should be delivered by the required date and time to:**

**MECKLENBURG COUNTY PUBLIC SCHOOLS  
Attn: Brian Dalton  
175 MAYFIELD DRIVE  
POST OFFICE BOX 190  
BOYDTON, VA 23917**

The Mecklenburg County School Board will make no reimbursement for the cost of developing or presenting proposals in response to the RFB 2018-002.

## **2.8 CLOSING DATE**

To be considered, a proposal must arrive at the issuing office on or before April 4, 2018 at 2:00 P.M. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. Offerors must submit a complete response to the RFB, using the format outlined. No other distribution of proposals will be made by

Offeror. Materials or information later submitted by an Offeror at the School Board's request shall not be considered a violation of this paragraph.

## **2.9 INQUIRIES**

All inquiries concerning clarification of this RFB must be made in writing no later than April 2, 2018 at 10:00 a.m. to Mecklenburg County Public Schools ATTN: Brian Dalton, 175 Mayfield Drive, Post Office Box 190, Boydton, VA 23917 or emailed to [bdalton@mcpsweb.org](mailto:bdalton@mcpsweb.org). Inquiries that are pertinent to all solicited Offerors will be answered by addenda. Offerors must acknowledge receipt of all amendments with their proposals posted on the Mecklenburg County Public Schools website, [www.mcpsweb.org](http://www.mcpsweb.org), no later than April 2, 2018 at 5:00 p.m.

## **2.10 SUBMISSION OF A BID INDICATES AGREEMENT TO TERMS OF REQUESTS FOR THIS BID**

Submission of a Bid in response to this solicitation binds the offeror to all requirements set forth in the Requests for Bid.

### **SECTION 3 – EVALUATION OF PROPOSALS**

#### **3.1 OPENING OF BIDS**

Sealed Bids will be publicly opened on April 4, 2018, at 4:00 P.M. at MCPS School Board Office. Proposals received and date/time stamped after the closing date and time will not be accepted and will be returned unopened.

#### **3.2 EVALUATION**

During the evaluation phase, proposals are reviewed by the Review Committee.

#### **ADDITIONAL INFORMATION MAY BE REQUIRED:**

Before a Bid is considered for award, the Offeror may be requested by the Review Committee or the School Board to provide additional information or clarification to a question or concern.

#### **3.3 SELECTION**

Unless canceled or rejected, a two person Review Committee will review the RFB proposals based on the below weighted criteria. The Review Committee will make a recommendation to the Mecklenburg County School Board for final approval.

#### **EVALUATION CRITERIA WITH WEIGHTED AVERAGES**

- A. Cost of Services. - 70%
- B. Ability to meet service requirements as listed within RFB 2018-002 and in Attachment 2 (Project Breakdown)-10%
- C. Experience and Qualifications of organization and staff assigned to our account and the bidder to meet the requirements of the RFB-10%
- D. Quality of References. - 10%

## **SECTION 4 – AWARD**

### **4.1 AWARD**

Mecklenburg County Public Schools will award the bid based on Mecklenburg County School Board policy. Either the School Board shall award a contract by a proper vote or the Superintendent of the School Division will award the bid based on Mecklenburg County School Board policy. Mecklenburg County Public Schools anticipates, but does not guarantee, that it will select an Offeror the day of April 10, 2018.

### **4.2 CONTRACT**

The successful Offeror shall sign a contract substantially in the form of that attached hereto as **Appendix V**. The proposal submitted by the successful Offeror shall become an attachment to the contract or agreement signed by the Mecklenburg County School Board and the selected Offeror. Price quotations and other time dependent information contained in the proposals must be valid for a minimum of sixty (60) days from the closing date of this RFB.

### **4.3 CONTRACT RENEWAL**

The Mecklenburg County Public School Board reserves the right to renew this contract for up to two (2) additional years based upon satisfactory service and no or only minimal price changes.

### **4.4 CANCELLATION**

The School Board reserves the right not to award the entire proposal should quoted cost exceed available budget for the project, funds not be available, or whenever in the best interest of the school division.

### **4.5 BASIS FOR REJECTIONS AND AWARDS**



The School Board reserves the right to accept or reject any and all proposals or parts of proposals, to waive irregularities and technicalities, and to request revised proposals. The School Board also reserves the right to award the contract on such material deemed to best serve its interest. The School Board further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the School Board, unless otherwise specified.

#### **4.6 DEFAULT**

As time will be of the essence for any orders placed as a result of this proposal, the School Board reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made in accordance with the timelines established in this RFB. In case of default by services ordered by the time specified, the School Board may terminate the contract and, after due notice, may procure them from other sources and hold the defaulting Offeror liable for any resulting additional cost.

#### **4.7 DEBARMENT**

An Offeror who is debarred will be disqualified from receiving invitations for bids or requests for proposals and from receiving awards of contracts. See Section 6.1.9, below.

### **SECTION 5 – SCHOOL BOARD OBLIGATIONS**

#### **5.1 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with federal laws, the laws of the Commonwealth of Virginia, and its policies, the Mecklenburg County School Board does not discriminate on the basis of sex, race, color, age, religion, disability, national origin or on any other basis prohibited by law in the provision of employment and services. The Mecklenburg County School Board is an equal opportunity employer.

#### **5.2 FAITH BASED ORGANIZATION**

The Mecklenburg County Public School Board does not discriminate against faith-based organizations.

#### **5.3 ADA COMPLIANCE**

Pursuant to the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding should contact the Assistant Superintendent by phone at (434) 738-6111 at Ext. 1037, by mail to Mecklenburg County Public Schools, ATTN: Kristy Somerville-Midgett Post Office Box 190, 175 Mayfield Drive, Boydton, VA 23917, or by email to [ksomerville@mcpsweb.org](mailto:ksomerville@mcpsweb.org).

## **SECTION 6 – SCHOOL BOARD GENERAL TERMS AND CONDITIONS**

### **6.1 NO CONTACT**

Any contact with any Mecklenburg County Public School Board Member or representative or employee, other than outlined in this RFB, is prohibited. Such unauthorized contact may disqualify an offeror from this procurement.

### **6.2 NON-DISCRIMINATION**

Employment discrimination by the Offeror shall be prohibited. (Section 2.2-4311, Code of Virginia) During the performance of the services required by the contract which is the subject of this RFB:

Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by federal or state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Offeror will include the above provisions in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding upon each sub offeror or vendor.

### **6.3 DRUG-FREE WORKPLACE**

- A. During the performance of the contract, the Offeror agrees to:
1. Provide a drug-free workplace for the Offeror's employees.
  2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition.

3. State in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace.
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-offeror or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with the contract awarded to an Offeror, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

#### **6.4 UNAUTHORIZED ALIENS**

The Offeror certifies that it does not, and shall not, during the performance of the Contract, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

#### **6.5 ADVERTISING**

In the event a contract is awarded for the services included in this proposal, the successful Offeror shall make no indications of such services to the Mecklenburg County Public Schools in any way in product literature or advertising without the prior written approval of the Mecklenburg County School Board.

#### **6.6 AVAILABILITY OF FUNDS**

It is understood and agreed between the parties to any contract resulting from this proposal that the School Board shall be bound hereunder only to the extent of funds available from appropriate sources for the purposes of such contract.

#### **6.7 CANCELLATION**

The School Board shall have the right to terminate any resulting contract for failure of performance by the Offeror. Upon receipt of written notice by the School Board of Offeror’s failure to perform under the Contract, the Offeror shall have thirty (30) days to remedy such breach of performance or default.

#### **6.8 INSURANCE**

The successful Offeror(s) must furnish to the School Board evidence of the insurance required in paragraph 7.02, below.

The Offeror(s) also agrees to defend, save harmless, and indemnify the School Board from and against any and all claims for damages against the School Board allegedly

caused by its errors, omissions, or negligent acts in the performance of services, as set forth in Section 6.19, below.

**6.9 INVOICING**

The successful Offeror(s) shall submit itemized invoices for goods and services rendered and containing the Purchase Order number assigned, according to the timelines outlined in this Request for Bids.

**6.10 ASSIGNMENT**

Neither the School Board nor the Offeror shall assign, sublet or transfer its interest in the Contract without the prior written consent of the other party.

**6.11 APPLICABLE LAW**

The contract for services described herein shall be deemed to be a Virginia contract and shall be governed as to all matters, whether of validity, interpretations, obligations, performance or otherwise, exclusively by the laws of the Commonwealth of Virginia. All questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, the contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

**6.12 LAWS AND REGULATIONS**

Offeror's attention is directed to the fact that all applicable federal, state and local laws, municipal ordinances, including all rules and regulations of all authorities having jurisdiction over the project, shall apply to the contract. They will be deemed to be included in the contract the same as though herein written out in full. Offeror must possess all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of the contract prior to the initiation of work. If the Offeror is a corporation, partnership or other corporate entity, Offeror further expressly represents that it is in good standing in the Commonwealth of Virginia and will remain in good standing throughout the term of the contract and any extensions.

**6.13 HOLD HARMLESS – INDEMNIFICATION**

It is understood and agreed that Offeror hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of the Offeror, or its subofferors, agents or employees under or in connection with this contract or the performance or failure to perform any work required by the contract. Offeror agrees to indemnify and hold harmless the Mecklenburg County School Board and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses,

including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this contract, and (c) the performance of the work by Offeror or those for whom Offeror is legally liable. Upon written demand by the Mecklenburg County School Board, Offeror shall assume and defend at Offeror's sole expense any and all such suits or defense of claims made against the Mecklenburg County School Board, or its agents, volunteers, servants, employees or officials.

#### **6.14 BILLING**

The successful bidder shall submit an itemized invoice in three (3) copies, per section 6.09. The Purchasing Agent or designee shall present the invoice to the School Board at its next regular meeting; however, if such invoice is received after the second Monday of any month it may be presented to the School Board at the regular meeting of the following month. Upon approval of the School Board, payment shall be made within two (2) business days.

#### **6.17 QUALITY**

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and of the highest grade of workmanship.

#### **6.18 COPYRIGHTS OR PATENT RIGHTS**

The Offeror certifies by submission of its proposal that there has been no violation of the copyrights or patent rights in manufacturing, marketing, or selling of the product or services offered as a result of its proposal. The successful Offeror shall, at its own expense, defend any and all actions or suits charging such infringement and will save the School Board, its officers, employees, and agents harmless from any and all liability, loss, or expense occasioned by such a violation.

#### **6.19 DEBARMENT**

A. An Offeror may be debarred from contracting with the School Board for at least the following reasons:

1. Default on quotations;
2. Fraud;
3. Violation of anti-trust laws;
4. Unsatisfactory performance for a public bid;
5. Failure to perform;
6. Violations of the Virginia Public Procurement Act; or
7. Debarment by the Commonwealth of Virginia or any of its agencies.

The purchasing agent shall determine if an Offeror is debarred and the length of debarment. The purchasing agent will notify the Offeror in writing of his determination and such determination may be contested in accordance with School Board policy and applicable law.

## **SECTION 7 – SOLICITATION – SPECIFIC TERMS AND CONDITIONS**

### **7.1 DELIVERY POINTS**

All items shall be delivered to the destination with delivery cost included in the total cost on the bid form. Failure to do so may cause for the rejection of the bid. The bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location.

### **7.2 INSURANCE**

- A. The contractor shall provide at all times during the initial and all subsequent terms of the contract term the following insurance coverage's:
1. Worker's Compensation Insurance, Statutory Benefits and Employer's Liability Insurance with limits of not less than \$500,000.
  2. Commercial General Liability Insurance with limits of not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage per occurrence, including Contractual Liability coverage.
  3. Motor Vehicle Liability Insurance with limits of liability shall not be less than \$500,000 combined single limit.
  4. The bidder shall furnish Mecklenburg County Public Schools certificates of insurance within 21 working days after acceptance of a contract.
  5. Mecklenburg County Public Schools System must have ten (10) days' notice of cancellation or change in insurance coverage and give its written approval for such cancellation or change.

### **7.3 NOTICES**

All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid.

All notices shall be addressed to the following individuals.

To: Mecklenburg County Public Schools  
Attention: Brian Dalton  
P. O. Box 190  
175 Mayfield Drive  
Boydton, VA 23917  
Fax: 434-738-6679

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

## APPENDIX II

**This is a Request for Bid (RFB) to solicit sealed proposals from a vendor with a proven track record of Roof Repair. If a suitable offer is made in response to the RFB, Mecklenburg County Public Schools may enter into a contract to have the selected bidder perform the entire project on a turnkey basis. This RFB provides details on what is required to submit a Proposal. Mecklenburg County Public Schools reserves the right to accept or decline any proposed offer.**



**APPENDIX III**  
**CERTIFICATION**  
**OF**  
**CRIMES AGAINST CHILDREN**

Offeror acknowledges that the implementation of this contract requires Offeror's employees or other persons within Offeror's control to have direct contact with Mecklenburg County Public Schools' students. Therefore, Offeror hereby certifies that neither Offeror, Offeror's employees nor any person who will have direct contact with students on school property during regular school hours or during school sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Offeror understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

\*\*\*\*\*

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain)

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Offeror	Date
By: _____	
Name: _____	
Title: _____	

**APPENDIX IV**  
**CERTIFICATION**  
**OF**  
**INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND MECKLENBURG**  
**COUNTY PUBLIC SCHOOLS EMPLOYEES**

Offeror hereby certifies that neither Offeror, nor any of Offeror’s officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board for Mecklenburg County Public Schools (“MCPS”).

To that extent that such relationships exist, Offeror shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

\*\*\*\*\*

Neither Offeror nor its officers, directors, or executive employees maintain a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools.

The following individuals currently maintain a financial relationship with Offeror:

MCPS/School Board Employee’s Name: \_\_\_\_\_

Position with MCPS/School: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

The following individuals currently maintain a familial relationship with Offeror:

MCPS/School Board Employee’s Name: \_\_\_\_\_

Position with MCPS/School: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Offeror

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Appendix V**

**SCHOOL ROOF REPAIR AGREEMENT**

This Contract is entered into this the \_\_\_\_\_ by and between the Mecklenburg County School Board (the “School Board”), acting by and through its duly authorized representative, and \_\_\_\_\_ (the “VENDOR”).

**WITNESSETH:**

WHEREAS, the School Board desires to engage the services of the VENDOR to provide School Roof Repair for Mecklenburg County Public Schools in accordance with the specifications herein.

NOW THEREFORE, for and in consideration of the mutual undertakings of the parties to this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the School Board and the VENDOR hereby agree that the VENDOR shall provide services as an independent VENDOR in accordance with the terms and conditions of this Contract.

**ARTICLE 1 – Scope of Services and Coverage**

**1.1 Documents Comprising the Contract.** The services furnished by the VENDOR shall include, but are not necessarily limited to, those outlined in RFB # 2018-002 (the “RFB”), the proposal submitted by the VENDOR (the “Proposal”), all exhibits attached to either of them, and the exhibits attached hereto, all by this reference made a part hereof.

**1.2 Overview.** VENDOR will provide School Roof Repair for the School Board. Descriptions of the Services are as described in the proposal and as attached hereto as Exhibit A and are incorporated herein by reference.

**1.3 Term.** Contract shall be completed October 31st, 2018.

**ARTICLE 2 – Pricing and Terms**

**2.1 Vendor’s Obligations.** The VENDOR will furnish the Services required by this RFB.

**2.2 Compensation.** The School Board shall pay the VENDOR compensation for the Services as set forth in this RFB.

**2.3 Time for Payment.** The VENDOR shall submit an invoice to the School Board upon completion of each separable portion of the Work in compliance with section 6.09.

## **ARTICLE 3 – VENDOR Employees**

**3.1 Selection and Supervision of Employees.** The VENDOR shall have the right to select and determine the persons who shall render the Services on School Board premises, but the VENDOR shall only provide those personnel who are qualified to provide such Services. The VENDOR shall supervise and give personal attention to the faithful prosecution and completion of the work by its employees, and the VENDOR shall at all times enforce strict discipline and order among its employees and shall so conduct its operations as to preserve good relations with the public, School Board employees, students and constituents. The VENDOR shall remove from any assignments under this contract any employees causing breach of the peace or other disturbance of said relations, or violating the School Board policies or any provisions of this Contract.

**3.2 Background checks.** The VENDOR shall conduct criminal background checks on all its employees.

**3.3 Crimes Against Children Certification.** The VENDOR shall certify that VENDOR, VENDOR's employees, and all other persons that will provide the Services under this Contract who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child. The VENDOR shall provide a Certification of No Crimes Against Children as required by Section 22.1-296.1 of the Code of Virginia. In accordance with this paragraph, the VENDOR shall execute the certification attached hereto as Exhibit B and submit the certification contemporaneously with this executed Contract.

Pursuant to Code of Virginia §22.1-296.1, any person making a materially false statement regarding offenses which are required to be included in the certification referenced above shall be guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract to provide such services and, when relevant, the revocation of any license required to provide such services. The School Board shall not be liable for materially false statements regarding the certifications required under this Contract.

**3.4 Payment of VENDOR Employees.** The VENDOR assumes full responsibility for all contributions, taxes and assessments on all payrolls, or otherwise required by all applicable federal, state and local laws. The VENDOR further agrees to comply with any other federal, state or local law or regulation regarding compensation, hours of work, or other conditions of employment including, but not limited to, federal or state laws or regulations regarding minimum compensation, overtime, and equal opportunities for employment such as the Federal Civil Rights Act and the Federal Fair Labor Standards Act.

**3.5 Compliance with the Civil Rights Act of 1964 and Code of Virginia Section 2.2-4311.** During the performance of this Contract, the VENDOR, the VENDOR's assignees and successors in interest, shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all regulations promulgated thereunder. Employment discrimination by the VENDOR is prohibited:

- A. During the performance of this Contract, the VENDOR agrees as follows:
1. The VENDOR will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the VENDOR. The VENDOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  2. The VENDOR, in all solicitations or advertisements for employees placed by or on behalf of the VENDOR, will state that VENDOR is an equal opportunity employer.
  3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- B. The VENDOR shall include the provisions of the foregoing paragraphs 3.06(a)(1)-(3) in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**3.6 Drug-Free Workplace.** During the performance of this Contract, the VENDOR, the VENDOR's assignees and successors in interest, shall comply fully with Drug-Free Workplace requirement of the Code of Virginia Section 2.2-4312, as amended. Specifically, the VENDOR agrees that:

During the performance of this Contract, the VENDOR agrees to (i) provide a drug-free workplace for the VENDOR's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the VENDOR's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the VENDOR that the VENDOR maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or VENDOR.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a VENDOR in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Contract.

## **ARTICLE 4 – Insurance**

**4.1 Mandatory Insurance.** The VENDOR shall maintain at its expense: (1) Worker’s Compensation Insurance, Statutory Benefits and Employer’s Liability Insurance with limits of not less than \$500,000.00; (2) Commercial General Liability Insurance with limits of not less than \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage per occurrence, including Contractual Liability coverage; (3) Motor Vehicle Liability Insurance with an employer’s non-ownership endorsement. (Limits of liability shall not be less than \$500,000.00 combined single limit. The VENDOR shall provide certificates verifying the above insurances to the School Board prior to the commencement of the initial and any subsequent term of this Contract or upon written request by the School Board. If any insurance policy is changed by insured or insurer so as to affect the coverage required by this Contract, the VENDOR shall provide to the School Board at least thirty (30) days prior written notice of such cancellation or change. The School Board shall be named as an additional insured under the VENDOR’s Commercial General Liability policy.

## **ARTICLE 5 - Termination or Failure to Report**

**5.1 Termination for Cause.** The School Board shall have the right to terminate this contract for failure of performance by the VENDOR. Upon receipt of written notice by the School Board of the VENDOR’s failure to perform under the Contract, the VENDOR shall have sixty (60) days to remedy such breach of performance or default. Should the VENDOR fail to remedy or cure within the prescribed sixty (60) days, this Contract shall terminate.

**5.2 School Board’s Obligation to Pay When Contract Terminated.** Should the School Board abandon the services to be performed herein, or terminate this Contract, the School Board shall be liable only to the extent of satisfactory completion of the work by the VENDOR through the time of abandonment or termination and upon delivery of completed or partially completed work to the School Board. The School Board shall have the full right to use such work in any manner which it may designate where it may determine in its sole discretion, and without claim on the part of the VENDOR for any additional compensation.

## **ARTICLE 6 – Responsibilities of the VENDOR**

**6.1 Reference to Work for the School Board.** The VENDOR shall not use as a reference (for commercial or advertising purposes) any indication of undertakings on behalf of the School Board without prior written consent by an authorized representative of the School Board.

**6.2 Bribes, Kickbacks and Related Events.** The VENDOR warrants that no person or company has been employed or retained, other than bona fide employees working solely for the VENDOR, to solicit or secure this Contract, and that the VENDOR has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the VENDOR any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or

resulting from the award or making of this Contract. For breach or violation of this warranty, the School Board shall have the right to annul or terminate this Contract without any liability, including any payment for services rendered.

**6.3 Conflict of Interests.** To the extent that VENDOR or any of VENDOR's officers, directors, or executive employees, maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools, the VENDOR shall reveal such relationships to the School Board. In accordance with this paragraph, the VENDOR shall execute the certification attached hereto as Exhibit B.

**6.4 Illegal Aliens.** The VENDOR certifies that it does not, and shall not during the performance of this Contract knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**6.5 Compliance with Applicable Law.** The VENDOR shall comply with the provisions of all labor laws, the laws of the Commonwealth of Virginia and all federal and local statutes, ordinances, and regulations which may be applicable to the performance of this Contract. The VENDOR shall obtain all necessary licenses and permits as required for the work to be performed hereunder.

**6.6 Federal EIN Number.** Upon execution of this Contract, the VENDOR shall provide its federal employer identification number to the School Board.

## **ARTICLE 7 – Responsibilities of the School Board**

**7.1 Data/Materials Furnished by the School Board.** Any data or material furnished by the School Board to the VENDOR shall remain the property of the School Board; and when no longer needed for performance under this Contract, shall be returned promptly to the School Board.

**7.2 Contingency: Availability of Funds.** The School Board shall be bound under this Contract only to the extent that there are funds appropriated to perform its obligations hereunder.

**7.3 Contingency: Need for Services.** The School Board shall be bound under this Contract only to the extent that there is a need for product and services to be provided. Such need for product and services is to be determined by the School Board and its agents in their sole discretion. A thirty (30) day notice will be provided if there is no longer a need for services to be provided.

## **ARTICLE 8 – Payment to Subcontractors**

**8.1 Work Performed by Subcontractor.** The Vendor may not use subcontractors for any part of these audits.

## **ARTICLE 9 – Miscellaneous Provisions**

**9.1 Relationship of Parties.** The School Board and the VENDOR shall not be construed to be partners or joint ventures, nor shall the relationship of the parties be construed as principal and agent, master and servant, or employer and employee for any purposes whatsoever.

**9.2 Licenses and Permits.** The VENDOR shall give the proper authorities all requisite notice relating to the work and obtain all official permits and licenses required for the prosecution of any work required by this Contract.

**9.3 Indemnity.** The VENDOR agrees to indemnify, defend and hold harmless the School Board from and against all liabilities, costs and expenses resulting from claims, demands and causes of action brought against the School Board as it relates to VENDOR's errors, omissions, or negligent acts in its performance of services under this Contract, or as it relates to VENDOR's negligent lack of performance under this Contract. Under no circumstances shall the School Board be responsible for incidental or consequential damages.

The VENDOR expressly agrees to indemnify the School Board for any claims arising out of the VENDOR's failure to compensate its employees.

**9.4 Binding Effect.** This Contract shall inure to the benefit of and shall be binding upon the VENDOR and School Board and their respective successors and assigns.

**9.5 Assignment.** The VENDOR may not assign this Contract or any rights hereunder without the express written consent of the School Board.

**9.6 Force Majeure.** Neither party shall be liable for failure to perform its obligations hereunder when such failure is caused by fire, explosion, water, act of God, civil disorder or disturbance, strikes, war, weather and energy related closings, governmental rules or regulations or like causes beyond the reasonable control of such party, or for real or personal property destroyed or damaged due to such cause(s). In the event any facility of the School Board is unavailable for Services to be performed due to any of the above reasons, then the compensation to the VENDOR under this Contract shall be proportionately reduced.

**9.7 Venue and Governing Law.** This Contract will be construed in accordance with the laws of the Commonwealth of Virginia without regard to Virginia's conflicts of law provisions. Jurisdiction and venue for any claim or cause of action arising under this Contract shall be exclusively in the federal or state courts of Virginia of the County of Mecklenburg.

**9.8 Severability.** If any term or provision of this Contract shall to any extent or for any reason be invalid or unenforceable, each remaining term of this Contract shall be valid and enforceable to the extent allowed by law.

**9.9 Insolvency.** In addition to all other rights herein, either party may terminate this Contract without prior notice should the other party become insolvent, voluntarily file for bankruptcy, receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding suit or action is not dismissed within thirty (30) days.



**9.10 Notice.** All notices, requests, demands, and elections under the contract, other than routine operational communications, shall be in writing and shall be deemed to have been duly given on the date when hand-delivered, or on the date of the confirmed facsimile transmission, or on the date received when delivered by courier that has a reliable system for tracking delivery, or three (3) business days after the date of mailing when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed to the following individuals:

**To: Mecklenburg County Public Schools  
Attention: Brian Dalton  
P. O. Box 190  
175 Mayfield Drive  
Boydton, VA 23917  
Fax: 434-738-6679**

To Successful Offeror: Manager as defined in successful Offeror proposal.

Either party may from time to time change the individual(s) to receive notices and/or its address for notification purposes by giving the other party written notice as provided above.

**9.11 Scope of Contract.** All exhibits attached to this Contract are specifically incorporated herein by reference. This Contract, along with the RFB and the proposal, contains the entire understanding and Contract of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein. Notwithstanding the foregoing, the VENDOR's Proposal in response to the RFB is specifically incorporated herein by reference. In the event of a conflict between this Contract and such Proposal, the higher standard contained in this Contract or Proposal shall control. This Contract was prepared through the joint efforts of the parties and shall not be construed against either party as its author.

**9.12 Amendment.** This Contract may not be amended or changed other than by an addendum in writing executed by the parties.

**9.13 Execution.** This Contract may be executed in multiple counterparts, any of which may be considered an original. Any fully executed and acknowledged telephone facsimile, photograph, electronic or other copy of this document shall be considered an original.

**9.14 Taxes.** The School Board shall not be liable for the payment of any taxes levied by the local, state or federal government against the VENDOR, and all such taxes shall be paid by the VENDOR; provided, however, should the School Board nevertheless pay any such taxes, the VENDOR shall reimburse the School Board therefore. Upon request, the VENDOR shall provide the School Board with evidence of payment of such taxes.

**9.15 Faith-Based Organizations.** The VENDOR shall not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code. Mecklenburg County Public Schools does not discriminate against faith-based organizations pursuant to provisions of Section 2.2-4343.1 of the Virginia Code.

WHEREFORE, the parties have executed this Contract and made same effective as of the day and year first written above.

APPROVED:

[INSERT VENDOR]  
COUNTY  
VENDOR

SCHOOL BOARD OF MECKLENBURG

By: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman

Vendor Title: \_\_\_\_\_

Mecklenburg County School Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Attest: \_\_\_\_\_ Approved as to form: \_\_\_\_\_

**EXHIBIT A**  
**CERTIFICATION**  
**OF**  
**CRIMES AGAINST CHILDREN**

VENDOR acknowledges that the implementation of this Contract requires VENDOR's employees or other persons within VENDOR's control to have direct contact with Mecklenburg County Public Schools' students. Therefore, VENDOR hereby certifies that neither VENDOR, VENDOR's employees nor any person who will have direct contact with students on school property during regular school hours or during school-sponsored activities have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

VENDOR understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the Contract to provide such services and, when relevant, the revocation of any license required to provide such services. Mecklenburg County Public Schools shall not be liable for materially false statements regarding the certifications required under this Contract.

\*\*\*\*\*

Have you, your employees, or any person who will have direct contact with students under this contract been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child?

- NO
- YES (please explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT B**

**CERTIFICATION OF  
INTERESTS & RELATIONSHIPS WITH SCHOOL BOARD AND  
MECKLENBURG COUNTY PUBLIC SCHOOLS EMPLOYEES**

VENDOR hereby certifies that neither VENDOR, nor any of VENDOR's officers, directors, or executive employees maintains a financial or familial relationship with any person acting for, or employed by, the School Board for Mecklenburg County Public Schools (the "School Board").

To that extent that such relationships exist, VENDOR shall reveal the relationship below by describing the nature of the relationship and identifying the person with whom such relationship exists.

Please complete and execute the certification statement(s) below.

\*\*\*\*\*

Neither VENDOR nor its officers, directors, or executive employees maintains a financial or familial relationship with any person acting for, or employed by, the School Board or Mecklenburg County Public Schools.

The following individuals currently maintain a financial relationship with VENDOR:

School Board Employee's Name: \_\_\_\_\_

Position with School: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

The following individuals currently maintain a familial relationship with VENDOR:

School Board Employee's Name: \_\_\_\_\_

Position with School: \_\_\_\_\_

Nature of Relationship: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
VENDOR

\_\_\_\_\_  
Date

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 1:**

**MANDATORY PRE-BID MEETING/SITE VISIT INFORMATION**

There is a pre-bid meeting scheduled for Wednesday, March 14, 2018 at nine o'clock A.M. (9:00 A.M.). **All Contractors interested in bidding on the “School Roof Project” must attend the scheduled pre-bid meeting.** The pre-bid meeting will be held at the Mecklenburg County School Board Office located at 175 Mayfield Drive, Boydton VA 23917. Attendees will participate in a sit-down meeting to discuss the scope of work and the technical specifications of the job.

Contractors should notify Brian Dalton, Operation/Maintenance Supervisor for MCPS at [bdalton@mcpsweb.org](mailto:bdalton@mcpsweb.org) prior to the meeting date, to provide confirmation of their attendance.

## **Attachment 2:**

### **SCHOOL ROOF REPAIR SPECIFICATIONS**

#### **I. Scope of Work**

Contractor shall provide all labor, materials, equipment, supplies and supervision necessary for the exterior roof repair and coating. Work shall take place on the roof of the following structures:

- 1) Bluestone Middle School, 250 Middle School Rd., Skipwith, VA 23968
  - a. Approx. 75,816 sq. ft.
  - b. Scope to include all buildings
  - c. See attached image and refer to area outlined in red. This is the section of roof in need of repair and coating.
- 2) Bluestone High School, 6825 Skipwith Rd., Skipwith, VA 23968
  - a. Approx. 77,388 sq. ft.
  - b. Scope to include main building and agriculture building
  - c. See attached image and refer to area outlined in red. This is the section of roof in need of repair and coating.
- 3) Park View Middle School, 365 Dockery Rd., South Hill, VA 23970
  - a. Approx. 68,000 sq. ft.
  - b. Scope to include all buildings with the exception of the main building roof coated in 2016
  - c. See attached image and refer to area outlined in red. This is the section of roof in need of repair and coating.
- 4) Park View High School, 205 Park View Circle, South Hill, VA 23970
  - a. Approx. 75,000 sq. ft.
  - b. Scope to include main building and agriculture building
  - c. Entire roof in need of repair and coating.

#### **II. General**

##### **A. Summary**

1. Manufacturer's application instructions for each product used is considered part of these specifications and should be followed at all times.

##### **B. Duration of Services**

1. The application of the roof coatings under this contract shall be completed in a timely manner.

### C. Other Responsibilities

1. All work shall be performed under the supervision of a qualified person that is employed by the Contractor.
2. MCPS may require that Contractor remove from the jobsite anyone unfit or working in violation of the provisions of the contract.
3. Contractor shall submit a work schedule that shall be approved by the MCPS after awarding of the contract.
4. Contractor shall furnish all equipment and materials.
5. Entrances and exits must be kept clear for safe passage at all times.
6. Contractors work on this project shall not interfere with MCPS employees or visitors.
7. Power and water are available upon request. Restrooms must be furnished by contractor.
8. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or to protect employees and visitors from injury. It is the Contractors responsibility to provide close supervision of their staff and management at the work site.

### III. Quality Assurance

The approved, specified products represent the type of materials, quality, and physical properties required. Any proposed substitution must be requested in writing at least ten (10) days prior to the bid date. The request must include complete data, all required ratings certifications, and all required third party test results in order for the substitution to be evaluated versus the specified products. Failure to timely submit complete data will constitute cause for rejection of the substitution.

1. Contractor shall have a valid Contractors license.
2. Contractor shall have a proven history of applying roof coating systems on similar structures for a minimum of five (5) years. The MCPS Supervisor of Maintenance & Operations reserves the right to ask for a list of similar projects and inspect the work performed.

### IV. Products

#### A. PRODUCT DELIVERY, STORAGE, AND HANDLING

1. Contractor shall use **Progressive Materials** high solids silicone roof coating designed to provide a seamless waterproof membrane over top of all existing roof surface.
2. Color of coating shall be as follows:

- a. The color Light Gray shall be used on all modified bitumen membrane roofs.
- b. The color White shall be used on all PVC single ply membrane roofs.
3. Contractor shall deliver all materials in original sealed containers and or packaging, clearly marked with manufacturer's logo, full product name, and lot number(s).
4. Contractor shall store materials as specified by manufacturer with careful handling to prevent damage to product.
5. Protect all materials from damages that may occur during transit, handling, storage, and installation.
6. Wet insulation in repair areas must be dried out prior to coating or Contractor shall install roofing vents.
7. No coating system shall be applied if weather will not permit it to dry prior to exposure to precipitation or freezing.
8. Product shall seal and waterproof all vertical and horizontal construction components.
9. Product shall provide a vapor barrier and/or waterproof membrane protecting roof system from weather, solar reflectance, and airborne corrosion.

## **V. Installation**

### **A. PREPARATORY WORK (APPLICABLE IF WARRANTY OPTION IS CHOSEN)**

1. All surfaces shall be prepared for coating as per manufacturer's specification
2. Repair/seal deep voids, exposed areas and cracks with polyester fabric and crack sealant per roof coating manufacturer. All sags, cracks, and all other damaged areas shall be repaired.
3. Shallow cracks or surface irregularities can be filled, as needed, with filler after surface preparation is completed or during installation per manufacturer specifications.
4. Roofing products shall not be installed at ambient air temperatures below the dew point.
5. Verify that all roof penetrations, mechanical equipment, cants, edge metal, and other items on the roof are in place and secure in the work area. All areas in the vicinity of work area (if applicable) shall be suitably protected. Contractor is responsible for the clean-up, repair or replacement of items that have been affected by installation.



6. Surface must be clean, sound, dry and free of any materials that would inhibit proper adhesion of the coating or sealant. Achievement of this condition may require the use of cleaner, scraping, power washing, vacuuming or other means.
7. All blisters shall be cut out, dried out, re-adhered and sealed with manufacturer specified products.
8. Contractor shall allow coatings of sealant or primer to dry thoroughly before proceeding with the application of the next coat. Coatings shall be applied at specified thickness.
9. Contractor shall allow coatings of sealant or primer to dry thoroughly before proceeding with the application of the next coat. Coatings shall be applied at specified thickness.
10. Contractor shall examine and repair the roof membrane (surface material) for cracks, tears, blisters, evidence of ponding, exposed foam, and open seam.

## **VI. Equipment**

1. Contractor shall apply roofing systems with equipment as specified by the manufacturer.

## **VII. Manufacturer's Instructions**

1. Comply with the manufacturer's product data, including product technical bulletins and product guide specification instructions.
2. Contractor shall provide Safety Data Sheets (SDS) for all products used in the application of the roofing system.

## **VIII. Codes and Standards**

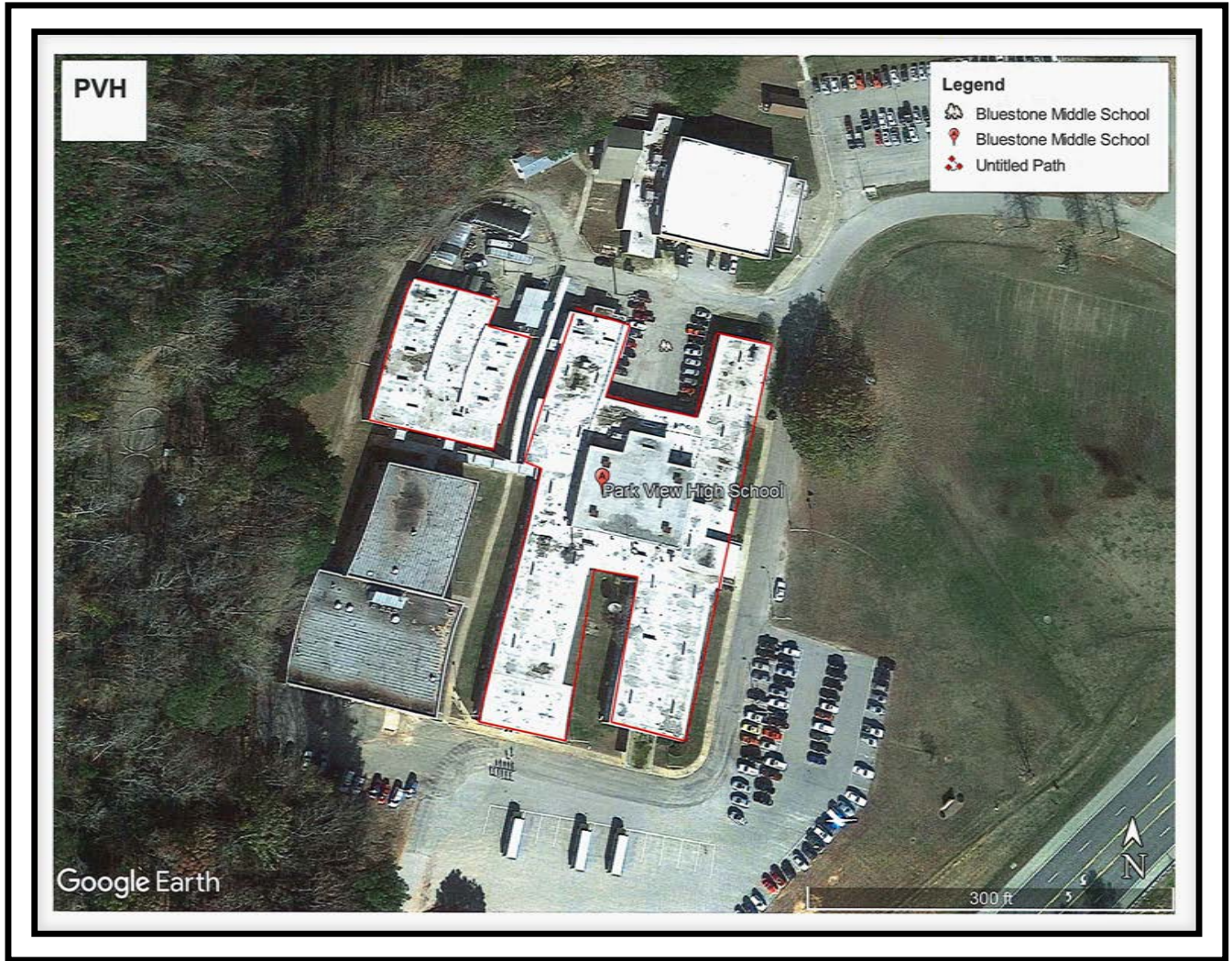
1. Contractor shall comply with applicable standards and regulations during the work as developed by national organizations such as OSHA, ANSI and ASTM. The contractor also shall take all measures necessary to protect their employees and other personnel in adjacent areas from injury related to this work. Contractor shall ensure that all employees comply with OSHA guidelines and standards, including but not limited to fall protection.
2. Contractor shall provide barricading, signage and similar equipment during installation to prevent general public and MCPS employees from entering in work area(s).

3. Contractor shall provide its employees with all safety and personal protective equipment that may be required for the specified work.
4. Installation shall not compromise existing security of the facility.
5. Contractor shall provide necessary protection equipment for the application and as a result of the products being used.
6. Contractor shall require each supervisor, when making work assignments, to inform the crew or group involved of the safety practices, work methods, and personal protective equipment required. Each supervisor shall be responsible for determining that each worker has the proper protective equipment and suitable tools for the work assignment.

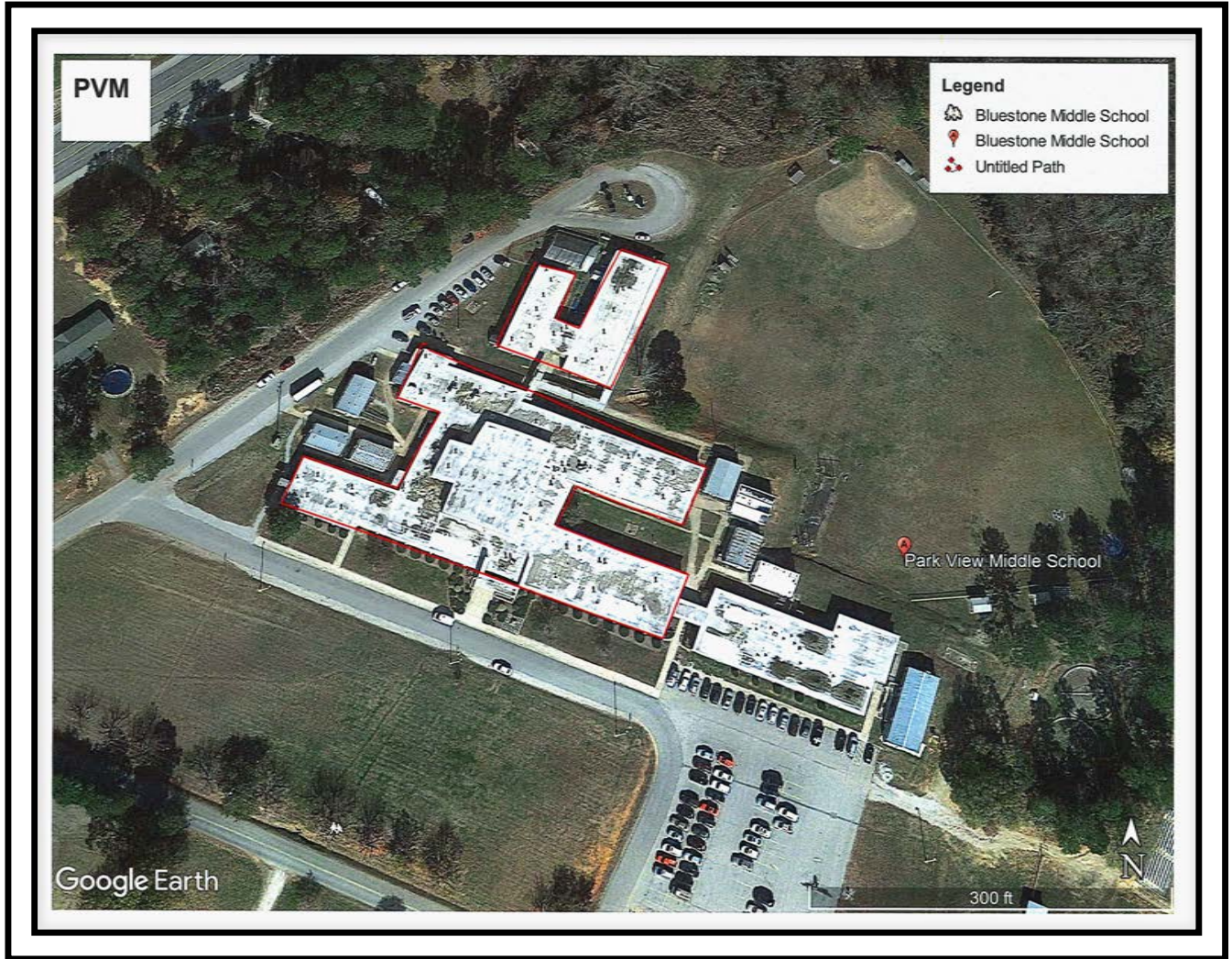
**IX. Warranty ( Applicable if a warranty option is chosen)**

1. Contractor shall provide Progressive's "Leak Free Warranty" as applies to the term of the pricing option chosen.
2. Replacement of all materials found defective within the warranty period or not meeting specifications shall be made without cost to the owner, including but not limited to labor, materials, and transportation or restocking fees.
3. In the event of defects or deficiencies in the work, the contractor will re-perform, at own expense, any work, which is deficient because of the contractor's failure to perform the work in accordance with the above standards.

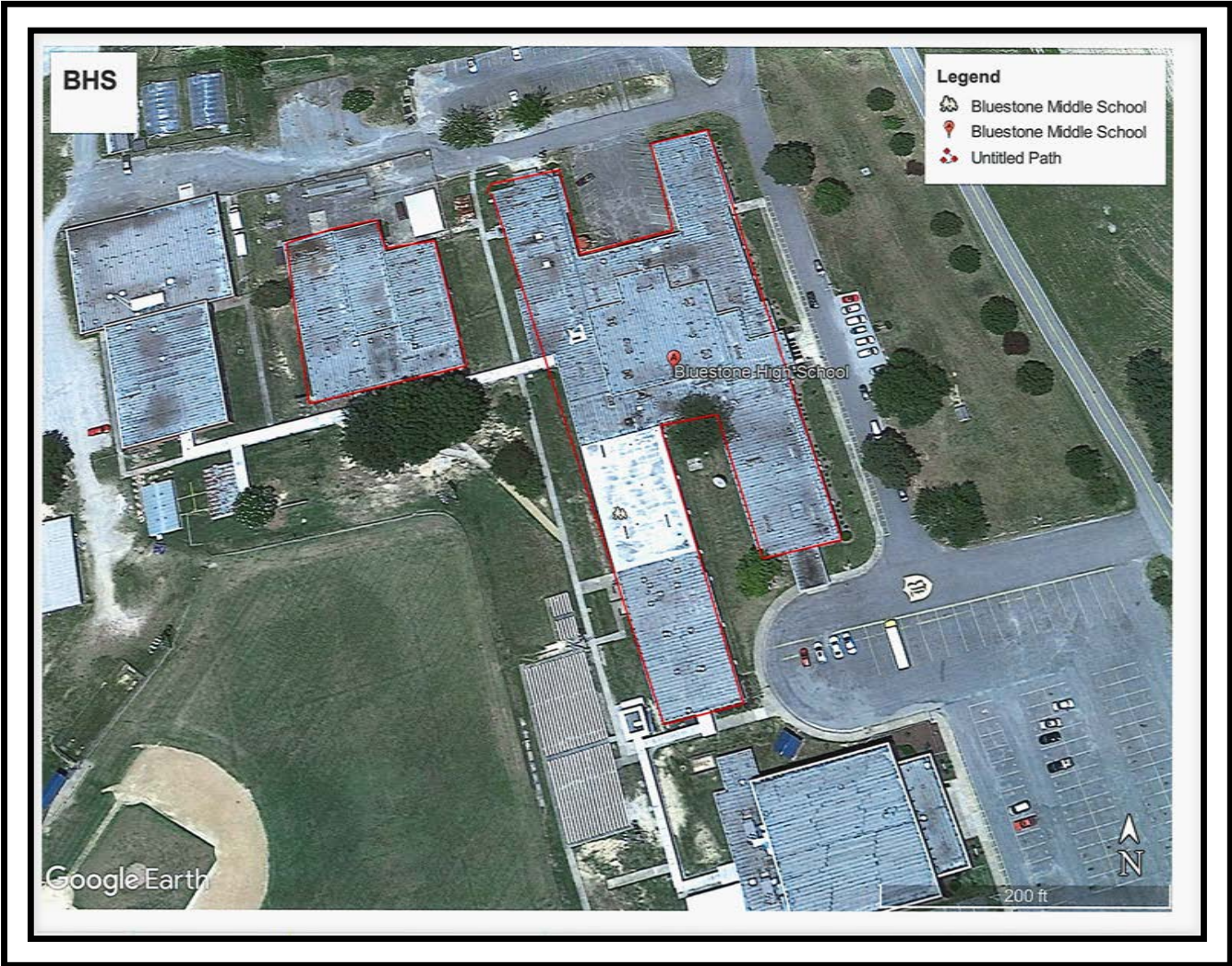
# PARKVIEW HIGH SCHOOL



# PARKVIEW MIDDLE SCHOOL



# BLUESTONE HIGH SCHOOL



# BLUESTONE MIDDLE SCHOOL

