



INVITATION FOR BIDS

for

PARKING STRUCTURE

For

**CAPITAL REGION MEDICAL CENTER
PARKING STRUCTURE
LARGO, MARYLAND**

PROJECT NO. – 19-10695

Issue Date: July 25, 2019

ADDENDUM NO. 1

ALL OFFERORS: This Addendum No. 1 contains information pertinent to the above referenced Invitation for Bids for Parking Structure for Capital Region Medical Center Parking Structure (the “IFB”). This Addendum No. 1 shall supplement, amend and become part of the IFB.

This Addendum No. 1 provides the following:

- **THE IFB CLOSE DATE IS CHANGED to August 30, 2019 AT 3:00 P.M.**
- Amendments to the IFB set forth below.
- ATTACHMENT A - Form of Contract and Corporate Acknowledgement (provided for informational purposes)
- ATTACHMENT B - Certification of Contractor’s Best Efforts to Meet the Certified County-Based Small Business, County-Based Business and/or County-Based Minority Business Enterprise goal of 40%.
- ATTACHMENT C - The Sign-In Sheet from the Pre-Bid Meeting held on July 31, 2019.

AMENDMENTS:

- A. Section 1.3 Contract Type is amended with the following provisions:

The Contract resulting from this solicitation is subject to prevailing wages as outline at the following link: “<https://www.princegeorgescountymd.gov/556/Wage-Determination-Board>”

- B. Section 3.6.2 Invoice Submission Schedule is replaced in its entirety with the following provisions:

“3.6.2 Invoice Submission Schedule

The Contractor shall submit invoices in accordance with the following schedule:

Invoices are due within 30 days following the month in which services were performed. Submit invoices to Revenue Authority of Prince George’s County, 1300 Mercantile Lane, Suite 108, Largo, Maryland 20774 ATTN: Fabian Lewis.”

- C. Section 2.2 Supplier Participation is hereby replaced in its entirety with the following provisions:

2.2 Supplier Participation Goal

- 2.2.1 **This IFB contains a Certified County-Based Small Business, County-Based Business and/or County-Based Minority Business Enterprise goal of 40%.**
- 2.2.2 Each Bidder’s response to this IFB must include a Supplier Utilization Plan (Attachment E) whereby Bidder identifies its specific commitment of Certified County-Based Small Business (CBSB), County-Based Business (CBB) and/or County-Based Minority Business Enterprise (CBMBE) participation. Unless a complete waiver of the participation goal is requested, the failure of a Bidder to properly complete and submit the Supplier Utilization Plan shall result in a determination that the proposal is not susceptible of being selected for award.
- 2.2.3 Bidders that are unable to meet the 40% participation goal must request a waiver (in whole or in part) by submitting a completed *Certification of Bidder’s Best Efforts to Meet the Certified County-Based Small Business, County-Based Business and/or County-Based Minority Business Enterprise Goal of 40%*, the form of which is attached to this Addendum No. 1 as Attachment B.
- 2.2.4 Bidder agrees to ensure that CBSBs, CBBs and CBMBEs as defined in County Code Sections 10A-101(a)(13.3), 10A-101(a)(13) and 10A-101(a)(13.2), respectively, have the maximum opportunity to participate in the

performance of the contract to be awarded pursuant to this IFB.

D. Section 3.1.2 FUNCTIONAL DESCRIPTION OF THE PARKING STRUCTURE

- **Delete:** “[Download Attachments](#)” in Section 3.2 Ground Improvement Scope of Work

Replace with: “<https://jmt365.sharepoint.com/:f:/s/17-10695-001/Ek3TCxsTnrZDqSedKoWZaU4BTh6q0yU5rfzW1TRY0DizQA?e=oLA8du>”

ATTACHMENT A

CONTRACT AGREEMENT

THIS AGREEMENT made the ____ day of _____ 2019, is by and between _____ herein called the “Contractor,” and the **REVENUE AUTHORITY PRINCE GEORGE’S COUNTY, MARYLAND**, a body corporate and politic, herein called the “**Revenue Authority**.”

Witnesseth, that the Contractor and the Revenue Authority, for the considerations here mentioned, agree as follows:

Article 1. Scope of Project: The Contractor shall furnish all **labor, equipment, materials, supervision** and perform all of the work shown on the drawings and described in the specifications entitled _____, prepared by _____, who (or their successor) is herein called the “Engineer” or “Construction Manager”, and shall do everything required by **the Contract Documents (as defined in the General Terms and Conditions of Invitation for Bids NO. 19-10695 - Parking Structure for Capital Region Medical Center Parking Structure at Attachment X). The Drawings and Procurement Request which comprise part of the Contract Documents are listed below.** All of the Contract Documents, including the General Terms and Conditions, are incorporated in this agreement as if fully set forth herein.

Drawings: _____

IFB: IFB NO. 19-10695 - Parking Structure for Capital Region Medical Center Parking Structure

Article 2. Time of Completion: The Project shall be commenced **in accordance with the Revenue Authority’s “Notice To Proceed”** and shall be completed within _____ calendar days thereafter. **If the work is not completed within the _____ calendar days, the Contractor will be liable for liquidated damages of twenty-five hundred Dollars (\$2500) per calendar day late as specified in Article 7.12 of the General Terms and Conditions of the Contract.**

Article 3. The Contract Price: The Revenue Authority shall pay the Contractor (subject to additions and deductions to reflect quantities of materials incorporated into the work and as specified herein) as follows:

Article 4. Special Provisions:

A. _____ hereby agrees to enter into Contract with the noted County-based businesses to perform the following:

Name of Sub-Contractor/Supplier	Type of Work/Service	Contract Amount/%

B. Contractor shall coordinate all work with the Project Manager.

Article 5. Manner of Payment: The Revenue Authority shall make payment on account of the Contract Price, in accordance with Article 8.03 of the General Terms and Conditions of the Contract.

The Contractor's Federal Tax Identification No. is _____.

*Invoices should be prepared in duplicate in the name of the **Revenue Authority of Prince George's County**, and should indicate thereon the Contract No., and bear the following certification:*

I/We certify that we have made payments from proceeds of prior payment, and/or that we will make timely payments from the proceeds of the progress or final payment now due, to subcontractors and suppliers in accordance with our contractual arrangements with them.

The Contractor (or authorized representative) shall sign the original invoice only, indicating the title of the signer, and mail to:

*Revenue Authority of Prince George's County
1300 Mercantile Lane, Suite 108
Largo, Maryland 20774
Attn: Fabian Lewis*

Article 6. Final Completion and Final Payment: Final payment to be due thirty (30) days after Final Completion of the Project.

Upon receipt of written notice that the project is ready for final inspection and acceptance, said Engineer or Construction Manager shall promptly inspect the same. When he finds the work and materials acceptable under the Contract and that the Contract has been fully performed, and upon receipt of evidence satisfactory to him that all payrolls, material bills and other indebtedness connected with the Project have been paid, and release of liens have been furnished to the Revenue Authority, said Engineer or Construction Manager shall promptly issue an acceptance certificate, signed by him.

1. Said certificate shall state that the Contract has been fully performed according to its terms and that the work performed and materials furnished thereunder have been accepted by the Engineer or Construction Manager as being in accordance with the Contract; and shall set forth the balance found by said Engineer or Construction Manager to be due and payable to the Contractor.

If after Substantial Completion of the Project, Final Completion is materially delayed through no fault of the Contractor, and said Engineer or Construction Manager so certifies, the Revenue Authority shall, without terminating the Contract, pay the balance certified by the Engineer or Construction Manager to be due for that portion of Work fully completed and accepted. The terms and conditions of such certification shall be the same as those for final payment, above set forth, but payment pursuant thereto shall not constitute a waiver of claims.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Witness/Attest:

CONTRACTOR

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Witness:

**REVENUE AUTHORITY
OF PRINCE GEORGE'S COUNTY**

Peter A. Shapiro
Executive Director

**CORPORATE ACKNOWLEDGEMENT
CONTRACT AGREEMENT**

STATE OF MARYLAND :
COUNTY OF _____ : ss Tax ID No. _____

On this _____ day of _____ 2019, before
me the undersigned notary, personally appeared _____,
(Corporate Secretary or other Officer)
and acknowledged as follows:

That he/she is the _____ of the
(Title)
_____, a Corporation in good
(Name of Corporation)

standing in the State of Maryland and named as Contractor in the attached instrument;

That _____ as _____ of said
(Name of Corporate Officer Signing Agreement) (Title)

Corporation, being so authorized, did sign the foregoing instrument on behalf of the Contractor;

That said signature is genuine and that said instrument was duly signed, sealed and attested
to on behalf of the said Corporation by authority of the said officer and that said acknowledgment
of the said instrument is the free act and deed of the Corporation.

Signature Name and Title

(SEAL) _____
Notary Public

Commission Expires

ATTACHMENT B

**CERTIFICATION OF BIDDER'S BEST EFFORTS TO MEET THE 40%
COUNTY-BASED SMALL BUSINESS (CBSB), COUNTY-BASED BUSINESS AND/OR
COUNTY-BASED MINORITY BUSINESS ENTERPRISE (CBMBE) PARTICIPATION
GOAL**

General

The undersigned bidder is unable to achieve the Certified County-Based Small Business (CBSB), County-Based Business (CBB) and/or County-Based Minority Business Enterprise (CBMBE) participation goal and hereby requests a waiver of the goal with justification to include the following:

1. A detailed statement of the efforts made to select portions of the work proposed to be performed by CBSBs, CBBs and/or CBBs in order to increase the likelihood of achieving the stated requirement;
2. A detailed statement of the efforts made to contact and negotiate with CBSBs, CBBs and/or CBBs including:
 - a. The names, addresses, and telephone numbers of CBSBs, CBBs and/or CBBs and the dates such firms were contacted, and
 - b. A description of the information provided to CBSBs, CBBs and/or CBBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed;
3. As to each CBSBs, CBBs and/or CBBs that placed a subcontract quotation or offer that the Bidder considered not to be acceptable, a detailed statement of the reasons for this conclusion; and
4. A list of CBSBs, CBBs and/or CBBs subcontractors found to be unavailable to perform under the Contract.

The Purchasing Agent may grant the waiver only upon a reasonable demonstration by the Bidder that the CBSBs, CBBs and/or CBBs participation goal cannot be achieved at a reasonable price and if the Purchasing Agent determines that the public interest will be served.

Definition

"Best Efforts" means efforts to the maximum extent practicable have been made to meet the requirement. (County Code Sections 10A-136(l) and 10A-164(e)).

I. Statement of Best Efforts to Select CBSBs, CBBs and/or CBBs

Set forth in detail below are efforts made by Bidder to select portions of the work proposed to be performed by CBSBs, CBBs and/or CBBs in order to increase the likelihood of achieving the stated goal are as follows (additional sheets of paper may be attached if necessary):

II. Statement of Best Efforts to Contact and Negotiate with CBSBs, CBBs and/or CBBs

Set forth in detail below are efforts made by Bidder to contact and negotiate with CBSBs, CBBs and/or CBBs including: **(a)** a table containing the names, addresses, and telephone numbers of CBSBs, CBBs and/or CBBs and the dates such firms were contacted; and **(b)** an attachment containing a description of the information provided to CBSBs, CBBs and/or CBBs regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

(A) Table of names, addresses, telephone numbers and dates

Name	Address	Telephone Number	Date

(B) Please attach a description of the information provided regarding the plans, specifications, and anticipated time schedule for portions of the work to be performed.

III. Detailed Statement of the Reasons CBSBs, CBBs and/or CBBs Were Not Acceptable

As to each CBSBs, CBBs and/or CBBs that placed a subcontract quotation or offer which the Bidder considered not to be acceptable, please attach a detailed statement of the reasons for this conclusion.

IV. List of Unavailable CBSBs, CBBs and/or CBBs

Please attach a list of CBSBs, CBBs and/or CBBs subcontractors found to be unavailable to perform under the contract.

Sworn Affidavit of Contractor

The Affidavit shall be signed by an authorized signatory of the Bidder and shall be notarized.

The undersigned, (Name) _____, having been first duly sworn, solemnly affirm under the penalties of perjury that the contents of the foregoing Certification of Bidder's Best Efforts to Meet the CBSBs, CBBs and/or CBBs participation goal are true and that he/she has personal knowledge of the statements and representations herein.

Signature:
Bidder Authorized Representative

STATE OF _____

COUNTY OF (_____)

I HEREBY CERTIFY THAT on this ____ day of _____, 20____,

before the undersigned Notary Public, personally appeared _____,
(Print Name)

and signed this Certification as a true act and deed of

_____.

(Bidder Firm Name)

[Affix notary seal here]

Notary Public

My commission expires:__

ATTACHMENT C



REVENUE
AUTHORITY
OF PRINCE
GEORGE'S
COUNTY

Pre-Bid Conference

Capital Region Medical Center Parking Structure:

Project Number 19-10695

Wednesday July 31st, 2019, 10AM

Name	Company	Phone	Email	Certified Firm (WBE, CMBE, CBE, DBE)
RICHARD PARTLOW	JMT	443-662-9274	RPARTLOW@JMT.COM	
JACKIE ROY	Manhattan Const	703-571-7515	Jroy@manhattanconstruction.com	
STEPHEN GALT	KIEWIT	571-249-9256	STEPHEN.GALT@KIEWIT.COM	
LARRY BENTON	LSB Enterprises	864-357-4545	larrybenton@gsaai.com	Yes
PAUL PARKER	Wynn Park	301-741-0268	mparker@wynnpark.com	
NABER/ALHAYAT	Manhattan Const	571-259-8788	naber.alhayat@manhattanconstruction.com	
DAVE LAWRENCE	FORRESTER	301-816-1703	DLAWRENCE@FORRESTERCONSTRUCTION.COM	
MIKE GRADY	Grady Envir Svc Inc	301-440-8697	gradyenviro@hotmail.com	MBE YES
ANDREW YAP	Clayton Const.	202-438-4713	andrew.yap@claytonconstruction.com	
IBN Const	Paul Smith	240-374-4045	PSmith@ibnconstruction.com	Yes
Jason Zebicki	OCS - SAAB	301-863-6410	jzebicki@csaap.com	
Dakota Carter	OCS - SD	301-863-6410	dcarter@csaap.com	