AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract Number

2. Amendment/Modification Number

GF-2015-B-0011-0003

3. Effective Date

March 16, 2015

4. Requisition/Purchase Request No.

5. Solicitation Caption

See Below Caption

6. Issued By:

University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW, Room C03
Washington, DC 20008

7. Administered By (If other than line 6)

University of the District of Columbia
Capital Procurement Division
4200 Connecticut Avenue, NW, Room C03
Washington, DC 20008

8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)

9A. Amendment of Solicitation No.

GF-2015-B-0011

9B. Dated (See Item 11)

2/20/2015

10A. Modification of Contract/Order No.

10B. Dated (See Item 13)


11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended. x is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If Required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14

A. This change order is issued pursuant to: (Specify Authority)
The changes set forth in Item 14 are made in the contract/order no. in Item 10A.

B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in Item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.

C. This supplemental agreement is entered into pursuant to authority of:

D. Other (Specify type of modification and authority) Title 8, DCMR, Section 3016.3

E. IMPORTANT: Contractor is not, x is required to sign this document and return 1 copy to the issuing office.

14 Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible)

Request for Proposals No. GF-2015-B-0011 for Design-Build Construction of 4 Aquaponic Systems and Hoop Houses is hereby amended as follows:

1. DELETE: Section L.13.3 (Bid Bond) in its entirety and SUBSTITUTE: Revised Section L.13.3 Bid Bond as follows:

Section L.13.3 Bid Bond - Offerors shall submit bid bonds with Phase II Proposals in an amount not less than 5% of their proposed price, using the revised proposal/bid bond form attached herewith as Revised Attachment A. Neither price nor proposal/bid bonds are required for Phase 1.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect

15A. Name and Title of Signer (Type or print)

16A. Name of Contracting Officer

EDDIE WHITAKER

15B. Name of Contractor

15C. Date Signed

16B. District of Columbia

16C. Date Signed

(Signature of person authorized to sign)

(Signature of Contracting Officer) 3/17/15
PROPOSAL/BID BOND  
(DESIGN-BUILD CONSTRUCTION OF AQUAPONIC SYSTEMS AND HOOP HOUSES)  

(See Instructions on 2nd page)

<table>
<thead>
<tr>
<th>TYPE OF ORGANIZATION (&quot;x&quot;)</th>
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<td>INDIVIDUAL</td>
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<td>PARTNERSHIP</td>
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<td>JOINT VENTURE</td>
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<td>CORPORATION</td>
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STATE OF INCORPORATION

PENAL SUM OF BOND

SURETY(s) (Name(s) and Address(es))

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<th>AMOUNT NOT TO EXCEED</th>
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BID IDENTIFICATION

BID OPENING DATE

INVITATION NO.

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(s) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called the District, in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety (ies) are corporations acting as co-sureties, we, the Sureties bind ourselves in such sum “jointly” and “severally; only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for his payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified there in after the receipt of the same, or, no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount of which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time form acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived; Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this payment bond and have affixed their seals on the date set forth above.

PRINCIPAL

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<th>1. Signature</th>
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<th>Corporate Seal</th>
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<td>Corporate Seal</td>
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<td>2. Signature</td>
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I, ______________________, certify that I am ______________________, Secretary of the Corporation, named as Principal herein, that ______________________, who signed this bond, on behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

**Secretary of Corporation**

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<th>SURETY (IES)</th>
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<td>Signature of Attorney-in-Fact</td>
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<td><strong>1. Name &amp; Address (typed)</strong></td>
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**INSTRUCTIONS**

1. This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work, and any solicitation requiring a bid bond.

2. Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated “Principal” on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract of Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATOR must be executed by Corporate Secretary or Assistant Secretary.

3. Corporations executing the bond as sureties shall be among those appearing on the U.S. Treasury Department’s list of approved sureties and shall be acting within the limitations set forth therein, and shall also be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach an adequate Power-of-Attorney for each representative signing the bond.

4. Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word “seal”; two witnesses shall sign and include their addresses, under the word “witness”. If executed in Maine or New Hampshire, an adhesive seal shall be affixed.

5. Name of all partners must be set out in body of bond form, with the recital that they are partner composing a firm, naming all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.