


| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. Contract Number | Page of Pages | |
|--|---|--|---|--|---|
| | | | | 1 | 1 |
| 2. Amendment/Modification Number GF-2014-B-0220-001 | | 3. Effective Date September 15, 2014 | 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 | | | Code | 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) | | | X | 9A. Amendment of Solicitation No. GF-2014-B-0220 | |
| | | | | 9B. Dated (See Item 11) 9/4/2014 | |
| | | | | 10A. Modification of Contract/Order No. | |
| | | | | 10B. Dated (See Item 13) | |
| Code | | Facility | | | |
| 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 <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> 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 <u>1</u> 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: | | | | | |
| X | D. Other (Specify type of modification and authority) Title 8, DCMR, Section 3016.3 | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office. | | | | | |
| 14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Invitation for Bids No. GF-2014-B-0220 for HVAC and Engineering Services at the University of the District of Columbia is hereby amended as follows: 1. Page 1, Section 10, DELETE: "September 19, 2014 and SUBSTITUTE: September 22, 2014. 2. Page 4, Section B.5, the "No. of Units" column is deleted in its entirety. 3. Page 4, CLIN 0003, 3rd Class Engineers, "Estimated No. of Hours," DELETE: 6240 and SUBSTITUTE: 4200, per Attachment A. 4. Page 4, CLIN 0005, Maintenance Helper, DELETE: Per Attachment A in Entirety. 5. Page 51, Section L.11, "Questions about the solicitation" - DELETE: September 8, 2014 and SUBSTITUTE: September 16, 2014. 6. Page 57, Section L.25.1.5 (c)(8) - DELETE: "All candidates proposed for each of the above positions must submit the following documents with this proposal" and SUBSTITUTE: "All candidates for each of the above positions shall submit the following documents upon request by the Contracting Officer to facilitate a determination of responsibility." 7. The Bidder shall submit with its bid a Bid Bond (Attachment B). They shall submit a Performance Bond (Attachment C) and a Payment Bond (Attachment D) not later than the date and time directed by the Contracting Officer and prior to award. | | | | | |
| 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 MARY ANN HARRIS | | |
| 15B. Name of Contractor (Signature of person authorized to sign) | | 15C. Date Signed | 16B. District of Columbia  (Signature of Contracting Officer) | | 16C. Date Signed 9/16/2014 |

ATTACHMENT B TO AMENDMENT NO. 2 OF SOLICITATION NO. GF-2014-B-0220

BID BOND

GOVERNMENT OF THE DISTRICT OF COLUMBIA

| | | | | |
|---|---|--------------------|---|--------------------|
| OFFER BOND (See Instructions on 2 nd page) | Date Bond Executed: (Must Not be Later Than Offer Opening Date) | | | |
| PRINCIPAL (Legal Name and Address) | TYPE OF ORGANIZATION ("X") | | | |
| | <input type="checkbox"/> INDIVIDUAL | | <input type="checkbox"/> PARTNERSHIP | |
| | <input type="checkbox"/> JOINT VENTURE | | <input type="checkbox"/> CORPORATION | |
| | STATE OF INCORPORATION | | | |
| SURETY(IES) (Name(s) and Address(es)) | PENAL SUM OF BOND | | | |
| | AMOUNT NOT TO EXCEED | | | 5% OF OFFER |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | |
| | OFFER IDENTIFICATION | | | |
| | OFFER OPENING DATE | | INVITATION NO. | |
| | | | | |

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) 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 the 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 offer identified above. NOW THEREFORE, if the Principal shall not withdraw said offer within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if 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 offer, 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 offer and the amount for 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 for acceptance of the offer 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 offer.

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

PRINCIPAL

| | | |
|----------------------|----------------------|-----------------------|
| 1. SIGNATURE | 1. ATTEST | Corporate Seal |
| Seal | | |
| Name & Title (typed) | Name & Title (typed) | |
| 2. SIGNATURE | 2. ATTEST | Corporate Seal |
| Seal | | |
| Name & Title (typed) | Name & Title (typed) | |

CERTIFICATE AS TO CORPORATION

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

SURETY(IES)

| | | | |
|-------------------------------|------------------------|-----------------|----------------|
| 1. Name & Address (typed) | State of Inc. | Liability Limit | Corporate Seal |
| Signature of Attorney-in-Fact | Attest (Signature) | | |
| Name & Address (typed) | Name & Address (typed) | | |
| 1. Name & Address (typed) | State of Inc. | Liability Limit | Corporate Seal |
| Signature of Attorney-in-Fact | Attest (Signature) | | |
| Name & Address (typed) | Name & Address (typed) | | |

INSTRUCTIONS

1. This form shall be used whenever a offer guaranty is required in connection with construction, alteration and repair work.
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 or 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 CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
3. Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto 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 must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
5. Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

ATTACHMENT C TO AMENDMENT NO. 2 OF SOLICITATION NO. GF-2014-B-0220

PERFORMANCE BOND

| | | | | |
|---|--|---|--------------------------------------|----------------------|
| PERFORMANCE BOND (CONSTRUCTION) <small>(See Instructions on Reverse)</small> | | <small>Date Bond Executed (Must be same or later than date of Contract)</small> | | |
| PRINCIPAL (Legal Name and Address) | TYPE OF ORGANIZATION ("X") | | | |
| | <input type="checkbox"/> INDIVIDUAL | | <input type="checkbox"/> PARTNERSHIP | |
| | <input type="checkbox"/> JOINT VENTURE | | <input type="checkbox"/> CORPORATION | |
| STATE OF INCORPORATION | | | | |
| SURETY (IES) (Name(s) and Address(es)) | PENAL SUM OF BOND | | | |
| | <small>MILLION(S)</small> | <small>THOUSAND(S)</small> | <small>HUNDRED(S)</small> | <small>CENTS</small> |
| | <small>CONTRACT DATE</small> | | <small>CONTRACT NUMBER</small> | |
| | | | | |
| <p>KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds 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, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the 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.</p> <p>THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into the Contract identified above.</p> <p>NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.</p> <p>IN WITNESS WEHREOF, the Principal and Surety(ies) have executed this performance bond and have affixed their seals on the date set forth above.</p> | | | | |
| PRINCIPAL | | | | |
| 1. Signature | 1. Attest | Corporate Seal | | |
| <small>(Seal)</small> | | | | |
| Name & Title (typed) | Name & Title (typed) | | | |
| 2. Signature | 2. Attest | Corporate Seal | | |
| <small>(Seal)</small> | | | | |
| Name & Title (typed) | | | | |

| SURETY (IES) | | | |
|--|---------------|--|-----------------|
| 1. Name & Address (typed) | | State of Inc | Liability Limit |
| Signature of Attorney-in-Fact | | Attest (Signature) | |
| Name & Address (typed) | | Name & Address (typed) | |
| Corporate Seal | | | |
| 1. Name & Address (typed) | | State of Inc | Liability Limit |
| Signature of Attorney-in-Fact | | Attest (Signature) | |
| Name & Address (typed) | | Name & Address (typed) | |
| Corporate Seal | | | |
| BOND PREMIUM | | | |
| Rate Per Thousand | Total Premium | Name & Address of Agency or Agent Receiving Commission | |
| Approved By: | | | |
| <p style="margin: 0;">_____</p> <p style="margin: 0;">Sherry Jones-Quashie</p> <p style="margin: 0;">Contracting Officer</p> | | | |
| INSTRUCTIONS | | | |
| <p>1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either 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 with Corporate Seal affixed thereto.</p> <p>2. 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 (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.</p> <p>3. 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.</p> <p>4. The name of each person signing this performance bond shall be typed in the space provided.</p> | | | |

ATTACHMENT D TO AMENDMENT NO. 2 OF SOLICITATION NO. GF-2014-B-0220

PAYMENT BOND

| | |
|--|--|
| PAYMENT BOND (CONSTRUCTION) <small>(See Instructions on Reverse)</small> | Date Bond Executed (Must be same or later than date of Contract) |
|--|--|

| | |
|---|--|
| PRINCIPAL (Legal Name and Address) | TYPE OF ORGANIZATION ("X") <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION |
| | STATE OF INCORPORATION |

| | | | | |
|---|-------------------|-------------|-----------------|-------|
| SURETY (IES) (Name(s) and Address(es)) | PENAL SUM OF BOND | | | |
| | MILLION(S) | THOUSAND(S) | HUNDRED(S) | CENTS |
| | CONTRACT DATE | | CONTRACT NUMBER | |

KNOW ALL MEN BY THESE PRESENTS. That we, the Principal and Surety(ies) hereto are firmly bounds 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, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the 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 entered into the Contract identified above.

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all undertakings, covenants, terms and condition, and agreements of the Contract during the original term of the Contract and any extension thereof that may be granted by the District with or without notice to the Surety, and during the life of guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, and shall save harmless and indemnify the District from any and all claims, delays, suits, costs, charges, damages, counsel fees, judgments and decrees to which the District may be subjected at any time on account of any infringement by the Principal of letters, patents, or copyrights, unless otherwise specifically stipulated in the Contract or on account of any injury to persons or damage to property or premises that occur as a result of any act or omission of Principal in connection with the prosecution of the work under the Contract and shall pay the same, then the above obligation shall be void; otherwise to remain in full force and virtue.

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

| | | |
|--|----------------------|----------------|
| PRINCIPAL | | |
| 1. Signature <div style="text-align: right; font-size: small;">(Seal)</div> | 1. Attest | Corporate Seal |
| Name & Title (typed) | Name & Title (typed) | |
| 2. Signature <div style="text-align: right; font-size: small;">(Seal)</div> | 2. Attest | Corporate Seal |
| Name & Title (typed) | Name & Title (typed) | |

| SURETY (IES) | | | |
|--|---------------|--|-----------------|
| 1. Name & Address (typed) | | State of Inc | Liability Limit |
| Signature of Attorney-in-Fact | | Attest (Signature) | |
| Name & Address (typed) | | Name & Address (typed) | |
| Corporate Seal | | | |
| 1. Name & Address (typed) | | State of Inc | Liability Limit |
| Signature of Attorney-in-Fact | | Attest (Signature) | |
| Name & Address (typed) | | Name & Address (typed) | |
| Corporate Seal | | | |
| BOND PREMIUM | | | |
| Rate Per Thousand | Total Premium | Name & Address of Agency or Agent Receiving Commission | |
| Approved By | | | |
| <p>_____</p> <p>Sherry Jones-Quashie Contracting Officer</p> | | | |
| INSTRUCTIONS | | | |
| <p>1. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of this form. The bond shall be signed by the authorized person signing the Contract. When such person signing is other than the President or Vice-President of a corporation, evidence of authority shall be furnished. Such evidence shall be in the form of either 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 with Corporate Seal affixed thereto.</p> <p>2. 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 (1) insert on the bond form the name and addresses of the agency receiving the commission; and (2) attach an adequate Power-of-Attorney for each representative signing the bond.</p> <p>3. 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.</p> <p>4. The name of each person signing this payment bond shall be typed in the space provided.</p> | | | |