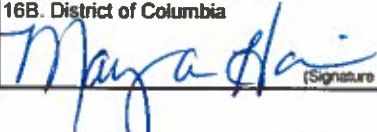


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract Number	Page of Pages	
2. Amendment/Modification Number		3. Effective Date	4. Requisition/Purchase Request No.	5. Solicitation Caption		
GF-2015-B-0043-0003		September 9, 2015		See Below Caption		
6. Issued By: University of the District of Columbia Office of Contracts and Procurement - Capital Procurement Division 4200 Connecticut Avenue, NW, Bldg. 39 Suite 200C Washington, DC 20008			7. Administered By (If other than line 6) University of the District of Columbia Office of Contracts and Procurement - Capital Procurement Division 4200 Connecticut Avenue, NW, Bldg. 39 Suite 200C 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-0043		
				9B. Dated (See Item 11) 8/25/2015		
				10A. Modification of Contract/Order No.		
				X 10B. Dated (See Item 13)		
Code	Facility					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> 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-2015-B-0043 for HVAC, Engineering and Emergency Services is hereby amended as follows: 1. To clarify the requirement by providing answers to questions from prospective bidders.						
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		
				MARY ANN HARRIS		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)			 (Signature of Contracting Officer)		9/9/2015	

**ATTACHMENT A TO AMENDMENT NO. 3 TO IFB NO. GF-2015-B-0043
CAPTION: HVAC Engineering and Emergency Services**

ANSWERS TO QUESTIONS FROM PROSPECTIVE BIDDERS

1. Confirm deadline for submission date is 9/11/2015 @ 2pm
Answer – The bid submission date has been extended to 9/18/2015 not later than 2pm.
2. Confirm there are no specific bid forms UDC requires. Generic Bid Certificates can be submitted.
Answer – Generic forms cannot be submitted. UDC requires completion and submission, without alteration, of forms provided by the University. See Exhibit 1 for Bid Bond.
3. The total price per period for non 1st and 3rd class engineers is equal to 1 hr* unit price per hour.
Answer - There are no non 1st and 3rd class engineers required in the solicitation.
4. Page 1, Section 10 states that the bid is due September 9th. Page 46, Section L states that the bid is due Friday, September 11th. Please clarify.
Answer- The bid submission date has been extended to 9/18/2015 not later than 2 pm.
5. Page 4 references Section M.3.3. There is no Section M.3.3. Please clarify.
Answer – The correct reference is to Section M.2.
6. Will space be provide for 1st and 3rd Class Engineers?
Answer: Yes.
7. Pages 4, 5, 6 and 7 lists nine (9) CLIN items. The total bid price in words is only for CLINs 0001 – 0006. Section L.2.4 states that bidder shall bid on all CLINs to be considered for this award. Please clarify.
Answer – The Total bid price in Words on pages 4, 5, 6, and 7 have been revised to specify CLINs 0001-0009 (see Exhibit 2). The bidder shall bid on “all” CLINs or none. The University will make aggregate awards.
8. Page 15, Section F.2.3 states that the price for the option period shall be as specific in B.5 of the contract. Section B.5 references the subcontracting plan requirements. Please clarify.
Answer – The correct reference is to Section B.3.1.
9. Will background checks be required?
Answer – Yes. The Contractor shall obtain criminal history records to investigate persons applying for employment, in a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for all employees and volunteers. The contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position. The contractor shall obtain from each applicant, employee and unsupervised volunteer:

- A. *A written authorization which authorizes the District to conduct a criminal background check;*
- B. *A written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;*
- C. *A signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, or on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any state or territory, or for any of the following felony offenses or their equivalent in any state or territory:*
 - i. *Murder, attempted murder, manslaughter, or arson;*
 - ii. *Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;*
 - iii. *Burglary;*
 - iv. *Robbery;*
 - v. *Illegal use or possession of a firearm;*
 - vi. *Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;*
 - vii. *Child abuse or cruelty to children; or*
 - viii. *Unlawful distribution of or possession with intent to distribute a controlled substance.*
- D. *A written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and*
- E. *A written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.*

The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- A. *To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been information that the Contractor is authorized and required to conduct a criminal background check;*
- B. *To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleased nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph 9C.*

- C. To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;*
- D. To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and*
- E. To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §§22-2405.*

The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, (MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not may any separate payment for the cost of criminal background and traffic record checks.

The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.

The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his case or her assessment of the criminal background or traffic record check.

The Contractor shall not employ or permit to serve an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, or is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.

An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background check.

The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.

If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the application in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

10. Pages 18, Sections F.7.4 and F.7.5 reference the same information and states to "See Section M.4.8 and Attachment J.1.4. There is no Section M.4.8 and no Attachment J.1.4. Please clarify.
Answer – The correct reference is Section H.9.2. Section F.7.5 is deleted.
11. Page 25, Section H.2 references the Wage Determination No. 20005-2103 Revision No. 16, dated 07/08/2015 and Section J.2 Page 43 references Attachment Number J.s, DOL Wage Determination No. 2005-2104 Revision No. 18. Please clarify.
Answer – The correct reference for Section H.2 is DOL Wage Determination No. 2005-2104 Revision No. 18 dated 07/08/2015 which is attached to the solicitation as Attachment J.2.
12. Page 28, Section H.8 – The Way to Work Amendment Act of 2006 became effective on June 2006 or June 9, 2006. Please clarify.
Answer – According to the Living Wage Fact Sheet (Attachment J.6) the Act became effective on June 9, 2006. For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-11, per the Living Wage Act Fact Sheet.
13. Page 33, Section H.11.1 Lists Section L.15 and L.16. There is no L.16. Please clarify.
Answer – The correct reference is Section L.14 and L.15.

EXHIBIT NO. 1 TO ATTACHMENT A

To IFB NO. GF-2015-B-0043 HVAC, Engineering , and Emergency Services

BID BOND FORM

BID BOND (See Instructions on 2 nd page)	Date Bond Executed (Must be same or later than date Proposal Due/Bid 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 PENAL SUM OF BOND				
SURETY (IES) (Name(s) and Address(es))	AMOUNT NOT TO EXCEED				
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	5% OF BID
	BID IDENTIFICATION				
	BID OPENING DATE		INVITATION NO.		

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, 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 u, and for all other purposes each Surety bonds itself, jointly and serially with the Principal, for he 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 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 (Seal)	1. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	
2. Signature (Seal)	2. Attest	Corporate Seal
Name & Title (typed)	Name & Title (typed)	

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 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 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 CORPAORTION 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.

EXHIBIT NO. 2 TO ATTACHMENT A

To IFB NO. GF-2015-B-0043 HVAC, Engineering , and Emergency Services

Revised Pages 4,5,6 and 7

this solicitation. The hourly rates inserted herein by the Contractor represent the Contractor's hourly rates for the HVAC and Engineering Services required for the base period and option years. The University intends to evaluate the price based on the total of the hourly rates for the base period and option years. See Section M.3.3. The bidder shall submit hourly rates as fully loaded rates, which include profit and all costs such as direct and indirect costs, overhead and G&A. Actual hours shall be determined by each Task Order requirement.

- B.4.1 Each Task Order may state whether or not the contractor will be provided with physical space, furniture, office equipment and supplies, utility, telephone instruments (excluding mobile phones), by the University as determined necessary by the University.

BASE PERIOD

CLIN	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rates specified herein.	No. of Units	Estimated No. of Hours	Unit Price Per Hour	Total
0001	1 st Class Engineers	4	8320 hrs.	\$	\$
0002	3 rd Class Engineers	3	6240 hrs.	\$	\$
0003	HVAC Mechanic	1	As Needed	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
SUB-TOTAL \$					

TOTAL BID PRICE IN WORDS FOR CLINs 0001 – 0009:

OPTION YEAR ONE

CLIN	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rates specified herein.	No. of Units	Estimated No. of Hours	Unit Price Per Hour	Total
0001	1 st Class Engineers	4	8320 hrs.	\$	\$
0002	3 rd Class Engineers	3	6240 hrs.	\$	\$
0003	HVAC Mechanic	1	As Needed	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
SUB-TOTAL \$					

TOTAL BID PRICE IN WORDS FOR CLINs 0001 – 0009:

OPTION YEAR TWO

CLIN	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rates specified herein.	No. of Units	Estimated No. of Hours	Unit Price Per Hour	Total
0001	1 st Class Engineers	4	8320 hrs.	\$	\$
0002	3 rd Class Engineers	3	6240 hrs.	\$	\$
0003	HVAC Mechanic	1	As Needed	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
SUB-TOTAL \$					

TOTAL BID PRICE IN WORDS FOR CLINs 0001 – 0009:

OPTION YEAR THREE

CLIN	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rate specified herein.	No. of Units	Estimated No. of Hours	Unit Price Per Hour	Total Price
0001	1 st Class Engineers	4	8320	\$	\$
0002	3 rd Class Engineers	3	6240	\$	\$
0003	HVAC Mechanic	1	2080	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
SUB-TOTAL \$					

TOTAL BID PRICE IN WORDS FOR CLINs 0001 – 0009:

OPTION YEAR FOUR

CLIN	The Contractor shall provide the services below in accordance with Section C of this document at the hourly rate specified herein.	No. of Units	Estimated No. of Hours	Unit Price Per Hour	Total Price
0001	1 st Class Engineers	4	8320	\$	\$
0002	3 rd Class Engineers	3	6240	\$	\$
0003	HVAC Mechanic	1	2080	\$	\$
0004	Maintenance Helper	1	As Needed	\$	\$
0005	Plumber	1	As Needed	\$	\$
0006	Welder	1	As Needed	\$	\$
0007	Pipe/Steam Fitter	1	As Needed	\$	\$
0008	Electrician	1	As Needed	\$	\$
0009	LEED Maintenance Mechanic	1	As Needed	\$	\$
SUB-TOTAL \$					

TOTAL BID PRICE IN WORDS FOR CLINs 0001 – 0009:

TOTAL BID PRICE FOR BASE PERIOD AND OPTION YEARS \$ _____

TOTAL BID PRICE FOR BASE PERIOD AND OPTION YEARS IN WORDS

B.5 A bidder responding to this solicitation shall submit with its bid, a notarized statement detailing any subcontracting plan required by law. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.