

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. Contract Number GF-2021-R-0015	Page of Pages 1   10	
2. Amendment/Modification Number GF-2021-R-0015_003	3. Effective Date April 7, 2021	4. Requisition/Purchase Request No.		5. Solicitation Caption HVAC and Operating Engineering Services	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW, Room C04 Building 38 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 C04 Building 38 Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. GF-2021-R-0015	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input 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.					
<b>12. Accounting and Appropriation Data (If Required)</b>					
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14</b>					
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)					
<b>E. IMPORTANT:</b> 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.					
<b>14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)</b> Solicitation No. GF-2021-R-0015 for HVAC and Operating Engineering Services is hereby amended as follows: <ol style="list-style-type: none"> <li>From this point forward, the point of contact for this project will be Mr. Eddie Whitaker (email: eddie.whitaker@udc.edu phone: 202-274-6913).</li> <li>Deadline for Submission of Proposal: Thursday, April 15, 2021 by 2:00PM.</li> </ol> <b>Please submit proposals via email to Mr. Eddie Whitaker at eddie.whitaker@udc.edu and cc: Ms. Michiko Gadson at mgadson@udc.edu.</b> <ol style="list-style-type: none"> <li>Delete: Section M Substitution of Section M: Attachment A</li> <li>Delete Section B.3.1: The contracts minimum amount shall be \$250.00, and its maximum amount shall not exceed the total of each annual amount in the initial award documented by the offeror's proposal accepted by UDC. Substitution of Section B.3.1: The contracts minimum amount shall be \$250.00, and its maximum amount shall not exceed \$950,000.00 annually (option period).</li> <li>Section B.4.1 Option Year 3 and Option Year 4 0003 HVAC Mechanic No. of Units 1 Estimated hours should state "As Needed"</li> <li>Section C.5.1.9 Remove "Supervisor" replace with "Lead position/Point of contact for contractor"</li> <li>Questions &amp; Answers (Attachment B).</li> <li>All other Terms and Conditions remain unchanged.</li> </ol>					
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 <b>Eddie Whitaker</b>		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia <i>Eddie Whitaker</i>		16C. Date Signed 4/7/2021
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

# **ATTACHMENT A**

**SECTION M: EVALUATION PREFERENCE POINTS****M.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the University, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the University in making an intelligent award decision based upon the evaluation criteria.

**M.2 EVALUATION COMMITTEE**

**M.2.1** The University will appoint an Evaluation Committee who will conduct the evaluation of the Offeror's initial submissions and any subsequent best and final offers in accordance with the provisions of this Section Mand the University's Procurement Regulations.

**M.2.2** The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the Contracting Officer (CO). Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the CO shall select the Offeror whose submissions are determined by the CO to be the most advantageous to the University.

**M.3 EVALUATION CRITERIA**

Each proposal will be scored on a scale of 1 to 100 points based upon the criteria listed in this Section M.3. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section M.4 - Preferences for Certified Business Enterprises. Thus, the total maximum number of points possible is 112. The total evaluation score will guide the CO in the determination of most advantageous to the University. Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.3.1 Technical Criteria (80 POINTS)****Factor 1-Key Personnel (45 points)**

The University desires that the HVAC and Operating Engineering services will be supervised by experienced and qualified key personnel in accordance with Section L.3.1.

**Sub-factor 1** – License and resumes for four (4) - 1<sup>st</sup> Class Engineers **(10 points)**

**Sub-factor 2-** License and resumes for three (3) - 3<sup>rd</sup> Class Engineers **(10 points)**

**Sub-factor 3**–Certification(s) and resumes for one (1) HVAC Mechanic **(10 points)**

**Sub-factor 4-** Resume for one (1) Controls Technician **(10 points)**

**Sub-factor 5-** One letter of recommendation for the proposed key personnel **(5 points)**

**Factor 2 - Relevant Experience and Past Performance (35 points)**

The University desires to engage a Company with the qualifications and experience necessary to perform the scope of work set forth in Section C of this RFP. Offerors will be evaluated based on their demonstrated experience and past performance in accordance with Section L.3.2. If the Offeror is a team or joint venture of multiple companies, the Evaluation Committee will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

**Sub-factor 1-** Three HVAC and Operating Engineering projects **(25 points)**

**Sub-factor 2 -** One letter of recommendation, from clients, for each project submitted **(10 points)**

**M.3.2 Price Proposal (20 POINTS)**

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Score Price of proposal being evaluated}} \times 20 = \text{Evaluated Price}$$

**M.3.3 Preference Points (12 POINTS)**

Preferences for Local Business, Disadvantaged Business, Resident-owned Business, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise in accordance with Section M.4. The preference points will be added to the Offeror Evaluation Score.

**M.3.4 Total Points (112 POINTS)**

**M.4 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 et seq. (the Act), the University shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.4.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.4.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.4.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.4.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.4.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.4.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.4.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.4.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.4.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

#### **M.4.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime

contractor with certified business enterprises.

#### **M.4.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

#### **M.4.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.4.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.4.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATIN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.4.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

# **ATTACHMENT B**

## General Questions:

1. How will the contractor be reimbursed for overtime costs? **There will be no overtime for engineering services. The hours are fixed. In the event of a trade service overtime will be at time and a half. Contractor will list the over time hours on invoice and submit invoice for payment.**
2. What certification level of LEED is required and for which staff members? **Green (Building is Platinum level LEED building) position is not mandatory to have certification but must have knowledge.**
3. How will materials, supplies and replacement parts be procured, through the contractor or through the University? **They cannot be practically embedded in the hourly rates. University will supply materials and supplies. In the event the contractor has to purchase supplies, the University will reimburse the contractor. The contractor must provide an original copy of invoice with a 10% mark up.**
4. Does the University use a computerized maintenance management system, if so which one and will the contractor have any responsibility for data entry? **No**
5. If the contract is awarded to more than one contractor how will engineering support be coordinated between contractors. **The university will display once the award is completed.**
6. How will the contractor be reimbursed for start-up and inventory verification of all equipment under contract? **Included in your hourly cost.**
7. What are the University temperature ranges for summer and winter of occupied spaces? **Summer- 74 degrees and Winter 73 degrees** Are these temperatures measured by a building automation system or by technicians taking local readings of space temperatures? **Engineer/Technician will take local readings.**
8. Is the contractor allowed to discard job generated trash, debris and hazard wastes in through the University trash disposal systems already in place? **Yes**
9. Can the university supply the average number of PMs and Service calls that have been experienced over the last 12 months? **Contractor shall schedule all PM. Service call average 3-8 per day in the winter and 10-20 per day in the summer. The university cannot provide an accurate number for the last 12 months due to Covid-19.**
10. What are the regular business hours of the various facilities? Will the contractor have access after regular business hours for maintenance and repair activities? **The engineering plant is 24 hours, 7 days a week, 365 days per year. Yes, some repairs will have to be after hours. Access will be provided.**
11. How will the contract receive service calls? **Phone, email, system generated work order? Phone call to the plant. The plant shall be staffed daily 24 hours per day.**



12. Are water treatment services currently being paid for through the University or should the contractor solicit water treatment company proposals and submit as part of their pricing? **Water treatment is not part of this contract. The University is responsible.**
13. The estimated hours for the engineers are full time. Are these full time positions? **24 hours per day**
14. What are the engineer's hours? **Please see answer to question 13**
15. What are the contract's "peak" and "off peak" seasons? **Nov to April (Peak) May to Oct (Peak) The last two weeks in October will be non-peak. The last two weeks in April non-peak.**
16. The Contractor is responsible for providing written monthly schedules for personnel. What is the process and timeline for the Contractor to receive scheduling demands from school? **Provide a quarterly schedule to the University. Coverage shall be daily 24 hours per day. Schedule shall be outlined of PM's, repairs, change overs, and on-going services.**
17. What is the markup for materials? **10%**
18. What constitutes a repair (reimbursable) in CLIN 00010? **Contractor have to purchase a part to make a repair to the HVAC equipment and/or reimbursable for overtime hours if needed.**
19. Is there BAS? Which buildings? What's the manufacturer and product type? **Pneumatic control systems. Building 39 has a Honeywell control system.**

### **Section Specific: (Section, page: questions)**

20. C.5.1.9: references the title of Supervisor. What are the requirements for the Supervisor role and how should the contract price the position, the bid sheet does not list Supervisor as a line item? **The Supervisor position is not mandatory. However, must include a lead position to identify problems and effectively report their findings immediately, orally, and in writing, to the CA, such as, but not limited to, emergencies, repairs, staffing changes, operational changes, equipment failure, and personnel conflicts to the CA.**
21. C.5.2.2: references AAON RTUs, does the University have AAON handheld programmers for changing set points and schedules for this equipment or is the contract expected to provide at least one each? **Contractor shall be responsible for maintaining all temperatures in the building at no additional expense to the University.**
22. G.2.1: can invoices be submitted via email? **Yes**
23. B.4 - Base Period; the requested quantity of full-time 1<sup>st</sup> class engineers is (4) and the requested quantity of full-time 3<sup>rd</sup> class engineers is (3). Are these quantities representative of actual full-time requests to be awarded under a task order for the prospective contract or are the totals for bidding purposes only? **Bidding purposes staff schedules will be created once awarded.**

24. If totals are for bidding purposes only, is the intent of this contract to acquire full time positions? **Schedules will be submitted once contract is awarded.**
25. Section B.4 – The HVAC Mechanic is listed as “as needed” in the Base Period through Option year 2 and is listed as full time in option year 3 and 4. Is this the internet or should an adjustment be made, as this calculation will affect pricing totals? **Bidding purposes**
26. Section B.4 – Are positions listed as “as needed” to be available on an hourly basis or is there a minimum order quantity of hours these positions will be required in a task order? **No**
27. Section B.4 – Please confirm what normal hours are for requested “Unit Price Per Hour” amounts. **The Engineering Plant is 24hr per day.**
28. Section B.4 – How will an awarded contractor be compensated for work outside of normal hours of operation? **The Engineering Plant is 24hr per day.**
29. Section B.4 – Should an additional column be inserted for overtime hourly rates? **No**
30. Section B.4 - Base Period; states “Total proposal price in words for CLINs 0001-0006” should this be changed to CLINs: 0001-0009 for all related sections? **Yes**
31. On Page 9 - Scope; Are the license requirements listed, required to be held by each related position being priced and required to be held by anyone performing work on the awarded contract? **Yes**
32. F.6.3 – Please provide the referenced line-item ceilings, cost category ceilings, and total contract ceilings to be awarded. **See page 1 (amendment 003)**
33. L.14.3.1 – Please confirm that the intent for all personnel performing work on this contract are to be at least LEED Green Associate Certified, as this will increase all associated labor rates for each position. **No. all personnel do not have to be LEED Certified.**
34. M.3.1 – Subfactor 1 requests 3 projects that the offeror served as the general contractor, should this terminology be changed to match the requested scope? Is this subfactor request applicable or should it be removed? **YES**
35. M.3.1.2 – Subfactor 1-3 – Should the listed position titles of project executive, project manager and field superintendent be changed to match the requested scope of work? **YES, revised subfactor attached.**
36. M.3.1.3 – Subfactor 2 – Is an explanation of an offeror’s ability to conduct site walk-throughs and develop cost estimates applicable to the requested scope of work? Should this sub factor be removed? **This have been removed.**