

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages	
				1	4
2. Amendment/Modification Number GF-2012-R-0034-001		3. Effective Date October 4, 2012		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Dining Management Services	
6. Issued By: University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008			7. Administered By (If other than line 6) University of the District of Columbia Capital Procurement Division 4200 Connecticut Avenue, NW Washington, DC 20008		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. GF-2012-R-0034		
			9B. Dated (See Item 11) September 27, 2012		
			10A. Modification of Contract/Order No.		
			10B. Dated (See Item 13)		
Code			Facility		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<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 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:					
D. Other (Specify type of modification and authority)					
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.)					
Solicitation No. GF-2012-R-0034 for Dining Management Services is hereby amended as follows:					
1) Solicitation, Offer and Award page, Box No. 9: Delete 4200 Connecticut Avenue, NW, Building 38, <u>Room C03</u> , Washington, DC 20008 in its entirety and replace with 4200 Connecticut Avenue, NW, Building 38, <u>Room C04</u> , Washington, DC 20008.					
2) Delete Section I.7 - Insurance in its entirety and replace with revised Section I.7 (Attachment A).					
3) All other terms and conditions remain the same.					
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 Sherry Jones-Quashie		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
			Sherry Jones-Quashie		10/4/12
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

ATTACHMENT A
REVISED SECTION I.7 - INSURANCE

I.7 INSURANCE

A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all tiers of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$5,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractors. The policy coverage shall include the University of the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$2,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, automobile liability and liquor liability) insurance as follows: \$5,000,000 per occurrence, including the University as additional insured on a primary non-contributory basis.
 5. Crime Insurance. The Contractor shall provide crime insurance as follows: \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act, including the University of the District of Columbia as additional insured.
 6. Liquor Liability – The Contractor shall provide evidence that it carries \$1,000,000 per occurrence limits with a \$2,000,000 aggregate.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the University, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The University shall not make any separate measure or payment for the cost of insurance and bonds.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Ms. Sherry Jones-Quashie
Director
Capital Procurement Division
University of the District of Columbia
4200 Connecticut Avenue, NW
Building 38, Room C04
Washington, DC 20008
sjones-quashie@udc.edu
Tel: (202) 274-5752

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the University may disclose the name and contact information of its insurers to any third party which presents a claim against the University for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

The Certificate of Insurance must contain language that includes:

- 1) University of the District of Columbia, Capital Procurement Division for dining management services
- 2) Additional insured endorsement naming the University of the District of Columbia as additional insured with respect to work or services performed under the contract.
- 3) Primary and Noncontributory Coverage –
 - a) A Contractor's insurance policy shall be primary and noncontributory; and
 - b) No other insurance from any other entity shall apply before the Contractor's insurance coverage and limits of liability are exhausted"
- 4) Waiver of Subrogation Endorsement
The policy shall contain a waiver of subrogation endorsement in favor of the University for all claims made against the University, its officers, directs, agents, and employees, except with respect to Workers' Compensation and Professional Liability.