# SOLICITATION, OFFER, AND AWARD

1. Caption: Furnish and Deliver Two (2) 500-ton High Efficiency Chillers to the Central Detention Facility

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2. Contract Number:

3. Solicitation Number: DCAM-2010-B-0094

4. Type of Solicitation:
- [X] Sealed Bid (IFB)
- [ ] Sealed Proposals (RFP)
- [ ] Sole Source
- [ ] Human Care Agreements
- [ ] Emergency

5. Date Issued: 2/1/2010

6. Type of Market:
- [X] Open
- [ ] Set Aside
- [ ] Open with Sub-Contracting Set Aside

7. Issued By:
Contracting and Procurement Division
D.C. Department of Real Estate Services
2000 14th Street, 5th Floor
Washington, DC 20009

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

8. Address Offer to:
Office of Contracting and Procurement
The Bid Room Counter
2000 14th Street, 3rd Floor
Washington, DC 20009

## SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 2000 14th Street, 3rd Floor, Washington, DC 20009 until 2:00 P.M. (Hour) local time 12-Feb-10 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

| 10. For Information Contact | A. Name | B. Telephone (Area Code) | (Number) | (Ext) | C. E-mail Address |
|---|---|---|---|---|---|
| | Janet Concepcion | 202 | 671-2342 | | janet.concepcion@dc.gov |

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## OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

| 13. Discount for Prompt Payment | 10 Calendar days % | 20 Calendar days % | 30 Calendar days % | ____ Calendar days % |
|---|---|---|---|---|
| | | | | |

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):

| Amendment Number | Date | Amendment Number | Date |
|---|---|---|---|
| | | | |
| | | | |
| | | | |

15A. Name and Address of Offeror:

16. Name and Title of Person Authorized to Sign Offer/Contract:

15B. Telephone: (Area Code) (Number) (Ext)

15 C. Check if remittance address is different from above - Refer to Section G

17. Signature:

18. Offer Date:

## AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered:

20. Amount:

21. Accounting and Appropriation:

22. Name of Contracting Officer (Type or Print):

23. Signature of Contracting Officer (District of Columbia):

24. Award Date:

# SOLICITATION, OFFER, AND AWARD

1. Caption: Furnish and Deliver Two (2) 500-ton High Efficiency Chillers to the Central Detention Facility

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| 2. Contract Number | 3. Solicitation Number | 4. Type of Solicitation | 5. Date Issued | 6. Type of Market |
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| | DCAM-2010-B-0094 | X Sealed Bid (IFB)<br>Sealed Proposals (RFP)<br>Sole Source<br>Human Care Agreements<br>Emergency | 2/1/2010 | X Open<br>Set Aside<br>Open with Sub-Contracting Set Aside |

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| X | H | Special Contract Requirements | 30 | X | M | Evaluation factors for award | 48 |

## OFFER

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| 13. Discount for Prompt Payment | 10 Calendar days % | 20 Calendar days % | 30 Calendar days % | ____ Calendar days % |
|---|---|---|---|---|
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| Amendment Number | Date | Amendment Number | Date |
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| | | | |
| | | | |
| | | | |

15A. Name and Address of Offeror

16. Name and Title of Person Authorized to Sign Offer/Contract

| 15B. Telephone (Area Code) | (Number) | (Ext) | 15 C. Check if remittance address is different from above - Refer to Section G | 17. Signature | 18. Offer Date |
|---|---|---|---|---|---|
| | | | | | |

## AWARD (TO BE COMPLETED BY GOVERNMENT)

| 19. Accepted as to items Numbered | 20. Amount | 21. Accounting and Appropriation |
|---|---|---|
| | | |

| 22. Name of Contracting Officer (Type or Print) | 23. Signature of Contracting Officer (District of Columbia) | 24. Award Date |
|---|---|---|
| | | |

# SECTION B

## UNIT PRICE SCHEDULE

**B.1** The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division is seeking a contractor to furnish and deliver two (2) 500-ton high efficiency chillers to the Central Detention Facility located at 1901 D Street, SE Washington, DC.

**B.2 TYPE OF CONTRACT**

The District contemplates award of a Fixed-Price Contract.

**B.3** The Contractor shall bid a firm fixed price for the Contract Line Numbers (CLIN) as described below.

| CLIN | DESCRIPTION | QTY | UNIT | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 0001 | BASE BID<br>Furnish and Deliver Two (2) 500-ton High efficiency chillers to the Central Detention Facility in accordance with **Section C.21** | **2** | **each** | **$_____** | **$_____** |
| 0002 | ALTERNATE BID<br>Furnish and Deliver Two (2) 500-ton "Greener" High efficiency chillers (with lower IPLV and Kw/ton) to the Central Detention Facility and a payback analysis in accordance with **Section C.22** | **2** | **each** | **$_____** | **$_____** |

**NOTE: See Section C.8 for recommended manufacturer.**

# SECTION C

## TECHNICAL SPECIFICATIONS

### C.1 SCOPE OF WORK:

The District of Columbia, Department of Real Estate Services, Contracting and Procurement Division on behalf of the Construction Division, is seeking a contractor to furnish and deliver two (2) 500-ton high efficiency chillers to the Central Detention Facility located at 1901 D Street, SE Washington, DC by **May 17, 2010**. The Contractor shall provide chillers furnished by recommended manufacturers specified in **Section C.8.**

### C.2 DEFINITIONS:

**C.2.1** BAS - Building automation system

**C.2.2** COP - Coefficient of performance. The ratio of the rate of heat removal to the rate of energy input using consistent units for any given set of rating conditions.

**C.2.3** EER - Energy-efficiency ratio. The ratio of the cooling capacity given in terms of Btu/h to the total power input given in terms of watts at any given set of rating conditions.

**C.2.4** IPLV - Integrated part-load value. A single-number part-load efficiency figure of merit calculated per the method defined by ARI 550/590 and referenced to ARI standard rating conditions.

**C.2.5** kW/Ton - The ratio of total power input of the chiller in kilowatts to the net refrigerating capacity in tons at any given set of rating conditions.

### C.3 PERFORMANCE REQUIREMENTS:

**C.3.1** Condenser-Fluid Temperature Performance:

1. Startup Condenser-Fluid Temperature: Chiller shall be capable of starting with an entering condenser-fluid temperature of 60 deg F and providing stable operation until the system temperature is elevated to the minimum operating entering condenser-fluid temperature.
2. Minimum Operating Condenser-Fluid Temperature: Chiller shall be capable of continuous operation over the entire capacity range indicated with an entering condenser-fluid temperature of 60 deg F.
3. Make factory modifications to standard chiller design if necessary to comply with performance indicated.

**C.3.2** Site Altitude: Chiller shall be suitable for altitude at which installed without affecting performance indicated. Make adjustments to affected chiller components to account for site altitude.

**C.3.3** Performance Tolerance: Comply with ARI 550/590

**C.3.4** Shall meet and outperform ASHRAE 90.1-2004/90.1-2007 Addendum M for VFD

## C.4 SUBMITTALS

**C.4.1** Product Data: For each type of product indicated. Include refrigerant, rated capacities, operating characteristics, furnished specialties, and accessories.

1. Performance at ARI standard conditions and at conditions indicated
2. Performance at ARI standard unloading conditions
3. Provide efficiencies at various part load scenarios
4. Refrigerant capacity of chiller
5. Oil capacity of chiller
6. Fluid capacity of evaporator, condenser
7. Characteristics of safety relief valves
8. Minimum entering condenser-fluid temperature
9.Performance at varying capacities with constant design condenser-fluid temperature Repeat performance at varying capacities for different condenser-fluid temperatures from design to minimum in 5 deg F increments.

**C.4.2** LEED Submittal and Energy rebates :

1. Product Data for Credit EA 4: Documentation required by Credit EA 4 indicating that equipment and refrigerants comply.

2. Responsible bidder will be responsible for submitting rebate documents

**C.4.3** Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, load distribution, required clearances, method of field assembly, components, and location and size of each field connection.
2. Wiring Diagrams: For power, signal, and control wiring. Indicate on the wiring diagram, the items that require a separate electric connection.
3. The Contractor shall provide the Contracting Officer Technical Representative (COTR) within 5 days from the Notice To Proceed (NTP).

**C.4.4** Coordination Drawings: Floor plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Structural supports.
2. Piping roughing-in requirements.
3. Wiring roughing-in requirements, including spaces reserved for electrical equipment.

4. Access requirements, including working clearances for mechanical controls and electrical equipment, and tube pull and service clearances.

**C.4.5** Certificates: For certification required in "Quality Assurance" Article

**C.4.6** Source quality-control reports

**C.4.7** Startup service reports

**C.4.8** Operation and Maintenance Data: For each chiller to include in emergency, operation, and maintenance manuals

**C.4.9** Warranty: Sample of special warranty

## C.5 QUALITY ASSURANCE

**C.5.1** ARI Certification: Certify chiller according to ARI 550 certification program.

**C.5.2** ARI Rating: Rate chiller performance according to requirements in ARI 550/590.

**C.5.3** ASHRAE Compliance:

1. ASHRAE 15 for safety code for mechanical refrigeration.
2. ASHRAE 147 for refrigerant leaks, recovery, and handling and storage requirements.
3. ASHRAE 34 for refrigerant classification.

**C.5.4** ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1-2004.

**C.5.5** ASME Compliance: Fabricate and label chillers to comply with ASME Boiler and Pressure Vessel Code: Section VIII, Division 1, as applicable to chiller design. For chillers charged with R-134a refrigerant, include an ASME U-stamp and nameplate certifying compliance.

**C.5.6** Comply with NFPA 70.

**C.5.7** Comply with requirements of UL, ETL and UL Canada, and include label by a qualified testing agency showing compliance.

## C.6 DELIVERY, STORAGE, AND HANDLING

**C.6.1** Ship each chiller with a full charge of refrigerant; or charge each chiller with nitrogen if refrigerant is shipped in containers separate from chiller and charge onsite.

**C.6.2** Ship each oil-lubricated chiller with a full charge of oil or ship oil in containers separate from chiller.

## C.7 WARRANTY

Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of chillers that fail in materials or workmanship within specified warranty period.

**C.7.1** Warranty Period: Two-years from date of Accepted Startup by the District.

**C.7.1** The extended warranty shall include, but are not limited to, the following:

A. Complete chiller including refrigerant and oil charge including parts and labor.
B. Loss of refrigerant charge for any reason.
C. Start up and inspect second summer maintenance. This is to include yearly maintenance, oil change as required and run test of each chiller.

## C.8 MANUFACTURERS

**C.8.1** Basis-of-Design Product: Subject to compliance with requirements, provide chillers from one of the following manufacturers:

1. Carrier Corporation; a United Technologies company.
Bryan Gassenmeyer – (703) 326-5342
Bryan.gassenmeyer@carrier.utc.com

2. McQuay International
Ed Reed – (301) 206-9225
edreed@havtech.com

3. Trane U.S., Inc.
Gerardo Molina – (240) 306-3234
Gerardo.molina@trane.com

4. YORK International Corporation (JSI).
Dave Orleans – (214) 417-8188
david.a.orleans@jci.com

**C.8.2** Because of the number of different designs in centrifugal chillers, this specification lists a number of design concepts. Manufacturer shall select standard concepts based on their published and tested design (for example hermetic, open motors, or gear-drive compressors, shall be one of the above for manufacturers' basis of design).

## C.9 MANUFACTURED UNIT

**C.9.1** Description: Factory-assembled and -tested chiller complete with compressor, compressor motor, compressor motor controller, lubrication system, evaporator, condenser, controls, interconnecting unit piping and wiring, and indicated accessories.

1. For chillers with dual compressors, provide each compressor with a dedicated motor and motor controller, and provide for continued operation when either compressor-drive assembly fails or is being serviced.

**C.9.2** Fabricate chiller mounting base with reinforcement strong enough to resist chiller movement during a seismic event when chiller is anchored to field support structure.

## C.10 COMPRESSOR-DRIVE ASSEMBLY

**C.10.1** Description: Single-stage or multistage, variable-displacement, centrifugal-type compressor driven by an electric motor.

Where indicated, provide oil-free compressor technology using a permanent magnet synchronous motor, magnetic bearings, integral variable frequency controller, and digital electronic controls.

**C.10.2** Compressor:

1. Casing: Cast iron, precision ground.
2. Impeller: High-strength cast aluminum or cast-aluminum alloy on carbon- or alloy-steel shaft.

**C.10.3** Drive: Direct-drive, hermetic Gear-drive, hermetic Gear-drive, open gear-drive using an electric motor as the driver.

1. Gear Drives: For chillers with gear drives, provide single- or double-helical gear design continuously coated with oil while chiller is operating. Gears shall comply with American Gear Manufacturer Association standards.
2. Drive Coupling: For chillers with open drives, provide flexible disc with all-metal construction and no wearing parts to ensure long life without the need for lubrication.
3. Seals: Seal drive assembly to prevent refrigerant leakage.

**C.10.4** Compressor Motor:

1. Continuous-duty, squirrel-cage, induction-type, two-pole motor with energy efficiency required to suit chiller energy efficiency indicated.
2. Factory mounted, aligned, and balanced as part of compressor assembly before shipping.
3. Motor shall be of sufficient capacity to drive compressor throughout entire operating range without overload and with sufficient capacity to start and accelerate compressor without damage.
4. For chillers with open drives, provide motor with open-dripproof enclosure.
5. Provide motor with thermistor or RTD to monitor temperature and report information to chiller control panel.
6. Provide motor with thermistor or RTD to monitor bearing temperature and report information to chiller control panel.
7. Provide open-drive motor with internal electric heater, internally powered from chiller power supply.

**C.10.5** Vibration Balance: Balance chiller compressor and drive assembly to provide a precision balance that is free of noticeable vibration over the entire operating range.

1. Overspeed Test: 25 percent above design operating speed.

**C.10.6** Service: Easily accessible for inspection and service.

1. Compressor's internal components shall be accessible without having to remove compressor-drive assembly from chiller.
2.Provide lifting lugs or eyebolts attached to casing.

**C.10.7** Capacity Control: Modulating, variable-inlet, guide-vane assembly combined with hot-gas bypass, if necessary, to achieve performance indicated.

1. Maintain stable operation that is free of surge, cavitation, and vibration throughout range of operation. Configure to achieve most energy-efficient operation possible.
2. Operating Range: From 100 to 10 percent of design capacity.
3. Condenser-Fluid Unloading Requirements over Operating Range: Drop-in entering condenser-fluid temperature of 2.5 deg F for each 10 percent in capacity reduction.
4. Chillers with variable frequency controllers shall modulate compressor speed with variable-inlet, guide-vane control to achieve optimum energy efficiency.

**C.10.8** Oil Lubrication System: Consisting of pump, filtration, heater, cooler, factory-wired power connection, and controls.

1. Provide lubrication to bearings, gears, and other rotating surfaces at all operating, startup, coastdown, and standby conditions including power failure.
2. Manufacturer's standard method to remove refrigerant from oil.
3. Oil filter shall be the easily replaceable cartridge type, minimum 0.5-micron efficiency, with means of positive isolation while servicing.
4. Refrigerant- or water-cooled oil cooler.
5. Factory-installed and pressure-tested piping with isolation valves and accessories.
6. Oil compatible with refrigerant and chiller components.
7. Positive visual indication of oil level.

## C.11 REFRIGERATION

**C.11.1** Refrigerant:

1. Type: R-123 or R-134a; ASHRAE 34, Class A1 or Class B1.
2. For chillers Using R-123 : Due to scheduled phase out, Manufacture shall provide a letter of guarantee assuring R-123 will be available to this user 30 years from the ship date of the chiller(s).
3. Compatibility: Chiller parts exposed to refrigerants shall be fully compatible with refrigerants, and pressure components shall be rated for refrigerant pressures.

**C.11.2** Refrigerant Flow Control: Manufacturer's standard refrigerant flow-control device satisfying performance requirements indicated.

**C.11.3** Pressure Relief Device:

1. Comply with requirements in ASHRAE 15 and in applicable portions of ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

2. For Chillers Using R-123: Rupture disc constructed of frangible carbon in accordance with ANSI/ASHRAE 15 Safety Code.

3. For Chillers Using R-134a: ASME-rated, spring-loaded, pressure relief valve; single- or multiple-reseating type. Pressure relief valve(s) shall be provided for each heat exchanger. Condenser shall have dual valves with one being redundant and configured to allow either valve to be replaced without loss of refrigerant.

**C.11.4** Refrigeration Transfer: Provide service valves and other factory-installed accessories required to facilitate transfer of refrigerant from chiller to a remote refrigerant storage and recycling system. Comply with requirements in ASHRAE 15 and ASHRAE 147.

**C.11.5** Refrigerant Isolation for Chillers Using R-134a: Factory install isolation valves in the compressor discharge line to the condenser and the refrigerant liquid line leaving the condenser to allow for isolation and storage of full refrigerant charge in the chiller condenser shell.

**C.11.6** Purge System:

A. For chillers operating at sub-atmospheric pressures (using R-123 refrigerant), factory install an automatic purge system for collection and return of refrigerant and lubricating oil and for removal of non-condensables including, but not limited to, water, water vapor, and non-condensable gases.

B. System shall be a thermal purge design, refrigerant or air cooled, equipped with a carbon filter that includes an automatic regeneration cycle.

C. Factory wire to chiller's main power supply and system complete with controls, piping, and refrigerant valves to isolate the purge system from the chiller.

D. Construct components of non-corrodible materials.

E. Controls shall interface with chiller control panel to indicate modes of operation, set points, data reports, diagnostics, and alarms.

F. Efficiency of not more than 0.02 lb of refrigerant per pound of air when rated according to ARI 580.

G. Operation independent of chiller per ASHRAE 147.

**C.11.7** Positive-Pressure System:

A. For chillers operating above atmospheric pressures (using R-134a refrigerant), factory install an automatic positive-pressure system.

B. During nonoperational periods, positive-pressure system shall automatically maintain a positive pressure for atmosphere in the refrigerant pressure vessel of not less than 0.5 psig (adjustable) up to a pressure that remains within the vessel design pressure limits.

C. System shall be factory wired and include controller, electric heat, pressure transmitter, or switch.

## C.12 EVAPORATOR

**C.12.1** Description: Shell-and-tube design with water in tubes and refrigerant surrounding tubes within shell. Shell shall be separate from condenser.

**C.12.2** Shell Material: Carbon-steel rolled plates with continuously welded seams or seamless pipe.

**C.12.3** Designed to prevent liquid refrigerant carryover from entering compressor.

**C.12.4** Provide evaporator with sight glass or other form of positive visual verification of liquid-refrigerant level.

**C.12.5** Tubes:

A. Individually replaceable from either end and without damage to tube sheets and other tubes
B. Mechanically expanded into end sheets and physically attached to intermediate tube sheets
C. Material: Copper
D. Nominal OD: 3/4 or 1 inch
E. Minimum Wall Thickness: 0.025 inch
F. External Finish: Manufacturer's standard
G. Internal Finish: Enhanced or smooth

**C.12.6** End Tube Sheets: Continuously welded to each end of shell; drilled and reamed to accommodate tubes with positive seal between fluid in tubes and refrigerant in shell.

**C.12.7** Intermediate Tube Sheets: Installed in shell and spaced along length of tube at intervals required to eliminate vibration and to avoid contact of tubes resulting in abrasion and wear.

**C.12.8** Water Box:

1. Cast-iron or carbon-steel construction; arranged to provide visual inspection and cleaning of tubes from either end without disturbing refrigerant in shell.
2. Standard type for nozzle in head water box with victaulic piping connections.
3. Provide water boxes with lifting lugs or eyebolts.
4. Nozzle Pipe Connections: Grooved with mechanical-joint coupling and flange adapter.
5. Thermistor or RTD temperature sensor factory installed in each nozzle.
6. Fit each water box with 3/4- or 1-inch drain connection at low point and vent connection at high point, each with threaded plug.

## C.13 CONDENSER

**C.13.1** Description: Shell-and-tube design with water in tubes and refrigerant surrounding tubes within shell. Shell shall be separate from evaporator.

**C.13.2** Shell Material: Carbon-steel rolled plates with continuously welded seams or seamless pipe.

**C.13.3** Designed to prevent direct impingement of high-velocity hot gas from compressor discharge on tubes.

**C.13.4** Provide condenser with sight glass or other form of positive visual verification of refrigerant charge and condition.

**C.13.5** Tubes:

A. Individually replaceable from either end and without damage to tube sheets and other tubes.
B. Mechanically expanded into end sheets and physically attached to intermediate tube sheets.
C. Material: Copper.
D. Nominal OD: 3/4 or 1 inch.
E. Minimum Wall Thickness: 0.025 inch.
F. External Finish: Manufacturer's standard.
G. Internal Finish: Enhanced or smooth.

**C.13.6** End Tube Sheets: Continuously welded to each end of shell; drilled and reamed to accommodate tubes with positive seal between fluid in tubes and refrigerant in shell.

**C.13.7** Intermediate Tube Sheets: Installed in shell and spaced along length of tube at intervals required to eliminate vibration and to avoid contact of tubes resulting in abrasion and wear.

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A. Cast-iron or carbon steel construction; arranged to provide visual inspection and cleaning of tubes from either end without disturbing refrigerant in shell.
B. Standard type nozzle in head water box with victaulic piping connections.
C. Provide water boxes with lifting lugs or eyebolts.
D. Nozzle Pipe Connections: Grooved for mechanical-joint coupling.
E. Thermistor or RTD temperature sensor factory installed in each nozzle.
F. Fit each water box with ¾ or 1-inch drain connection at low point and vent connection at high point, each with threaded plug.

## C. 14 INSULATION

**C.14.1** Closed-cell, flexible elastomeric thermal insulation complying with ASTM C 534, Type I for tubular materials and Type II for sheet materials.

A. Minimum Thickness: 3/4 inch minimum.

**C.14.2** Adhesive: As recommended by insulation manufacturer.

**C.14.3** Factory-applied insulation over all cold surfaces of chiller capable of forming condensation. Components shall include, but not be limited to, evaporator shell and end tube sheets, evaporator water boxes including nozzles, refrigerant suction pipe from evaporator to compressor, cold surfaces of compressor, refrigerant-cooled motor, and auxiliary piping.

A. Apply adhesive to 100 percent of insulation contact surface.

B. Before insulating steel surfaces, prepare surfaces for paint, and prime and paint as indicated for other painted components. Do not insulate unpainted steel surfaces.
C. Seal seams and joints to provide a vapor barrier.
D. After adhesive has fully cured, paint exposed surfaces of insulation to match other painted parts.

## C.15 ELECTRICAL

**C.15.1** Factory installed and wired, and functionally tested at factory before shipment.

**C.15.2** Single-point, field-power connection to nonfused disconnect switch. Minimum withstand rating shall be as required by electrical power distribution system, but not less than 42,000 A.

A. Branch power circuit to each motor, electric heater, dedicated electrical load, and controls with disconnect switch or circuit breaker.

1. NEMA KS 1, heavy-duty, fusible switch with rejection-type fuse clips rated for fuses. Select and size fuses to provide Type 2 protection according to IEC 60947-4-1.
2. NEMA AB 1, motor-circuit protector (circuit breaker) with field-adjustable, short-circuit-trip set point.

B. NEMA ICS 2-rated motor controller for auxiliary motors, hand-off-auto switch, and overcurrent protection for each motor. Provide variable frequency controller for each variable-speed motor furnished.

C. Control-circuit transformer with primary and secondary side fuses.

**C.15.3** Terminal blocks with numbered and color-coded wiring to match wiring diagram. Spare wiring terminal block for connection to external controls or equipment.

**C.15.4** Factory-installed wiring outside of enclosures shall be in metal raceway except make terminal connections with not more than a 24-inch length of liquid-tight conduit.

## C.16 MOTOR CONTROLLER

**C.16.1** Enclosure: Factory installed, unit mounted, Type 1, with hinged full-front access door with lock and key or padlock and key.

**C.16.2** Control Circuit: Obtained from integral control power transformer with a control power transformer of enough capacity to operate connected control devices.

**C.16.3** Overload Relay: Shall be sized according to UL 1995 or shall be an integral component of chiller control microprocessor.

## C.17 VARIABLE FREQUENCY CONTROLLER

**C.17.1** Motor controller shall be factory mounted and wired on the chiller to provide a single-point, field-power termination to the chiller and its auxiliaries.

**C.17.2** Description: NEMA ICS 2; listed and labeled as a complete unit and arranged to provide variable speed by adjusting output voltage and frequency.

**C.17.3** Enclosure: Unit mounted, NEMA 250, Type 1, with hinged full-front access door with lock and key.

**C.17.4** Integral Disconnecting Means: Door-interlocked, NEMA AB 1, instantaneous-trip circuit breaker with lockable handle. Minimum withstand rating shall be as required by electrical power distribution system, but not less than 42,000 A.

**C.17.5** Technology: Pulse width modulated (PWM) output with insulated gate bipolar transistors (IGBT); suitable for variable torque loads.

**C.17.6** Controller shall consist of a rectifier converter section, a digital/analog driver regulator section, and an inverter output section.

A. Rectifier section shall be a full-wave diode bridge that changes fixed-voltage, fixed-frequency, ac line power to a fixed dc voltage. Silicon controller rectifiers, current source inverters, and paralleling of devices are unacceptable. Rectifier shall be insensitive to phase rotation of the ac line.
B. Regulator shall provide full digital control of frequency and voltage.
C. Inverter section shall change fixed dc voltage to variable-frequency, variable ac voltage, for application to a squirrel-cage motor. Inverter shall produce a sine-coded, pulse width modulated (PWM) output wave form and shall conduct no radio-frequency interference back to the input power supply.

**C.17.7** Output Rating: Three phase; with voltage proportional to frequency throughout voltage range.

**C.17.8** Operating Requirements:

A. Input AC Voltage Tolerance: 460-V ac, plus 10 percent or 506 V maximum.
B. Input frequency tolerance of 60 Hz, plus or minus 2 Hz.
C. Capable of driving full load, without derating, under the following conditions:
1. Ambient Temperature: 0 to 105 deg F.
2. Relative Humidity: Up to 95 percent (noncondensing).

D. Minimum Efficiency: 96 percent at 60 Hz, full load.
E. Minimum Displacement Primary-Side Power Factor: 95 percent without harmonic filter.
F. Overload Capability: 1.05 times the full-load current for 7 seconds.
G. Starting Torque: As required by compressor-drive assembly.
H. Speed Regulation: Plus or minus 1 percent.
I. Isolated control interface to allow controller to follow control signal over a 10:1 speed range.

J. To avoid equipment resonant vibrations, provide critical speed lockout circuitry to allow bands of operating frequency at which controller shall not operate continuously.
K. Capable of being restarted into a motor coasting in either the forward or reverse direction without tripping.

**C.17.9** Internal Adjustability Capabilities:
A. Minimum Output Frequency: 6 Hz.
B. Maximum Output Frequency: 60 Hz.
C. Acceleration: 2 seconds to a minimum of 60 seconds
D. Deceleration: 2 seconds to a minimum of 60 seconds
E. Current Limit: 30 percent to a minimum of 100 percent of maximum rating

**C.17.10** Self-Protection and Reliability Features: Subjecting the controller to any of the following conditions shall not result in component failure or the need for replacement:
A. Overtemperature
B. Short circuit at controller output
C. Ground fault at controller output. Variable frequency controller shall be able to start a grounded motor
D. Open circuit at controller output
E. Input undervoltage
F. Input overvoltage
G. Loss of input phase
H. ReVerse phase
I. AC line switching transients
J. Instantaneous overload, line to line or line to ground
K. Sustained overload exceeding 100 percent of controller rated current
L. Starting a rotating motor.

**C.17.11** Motor Protection: Controller shall protect motor against overvoltage and undervoltage, phase loss, reverse phase, overcurrent, overtemperature, and ground fault.

**C.17.12** Automatic Reset and Restart: Capable of three restarts after controller fault or on return of power after an interruption and before shutting down for manual reset or fault correction. Controller shall be capable of automatic restart on phase-loss and overvoltage and undervoltage trips.

**C.17.13** Visual Indication: On face of controller enclosure or chiller control enclosure; indicating the following conditions:
A. Power on
B. Run
C. Overvoltage
D. Line fault
E. Overcurrent
F. External fault
G. Motor speed (percent)
H. Fault or alarm status (code)

I. DC-link voltage
J. Motor output voltage
K. Input kilovolt amperes
L. Total power factor
M. Input kilowatts
N. Input kilowatt-hours
O. Three-phase input voltage
P. Three-phase output voltage
Q. Three-phase input current
R. Three-phase output current
S. Three-phase input voltage total harmonic distortion
T. Three-phase input current total harmonic distortion
U. Output frequency (Hertz)
V. Elapsed operating time (hours)
W. Diagnostic and service parameters

**C.17.14** Operator Interface: At controller or chiller control panel; with start-stop and auto-manual selector with manual-speed-control potentiometer.

**C.17.15** Control Signal Interface:
Electric Input Signal Interface: A minimum of two analog inputs (0 to 10 V or 0/4-20 mA) and six programmable digital inputs.

**C.17.16** Input Line Conditioning:

**C.17.17** Cooling: Air, refrigerant, or water cooled

**C.17.18** Accessories: Devices shall be factory installed in controller enclosure unless otherwise indicated.

Control Relays: Auxiliary and adjustable time-delay relays.

**C.17.19** Chiller Capacity Control Interface: Equip chiller with adaptive control logic to automatically adjust the compressor motor speed and the compressor pre-rotation inlet vane position independently to achieve maximum part-load efficiency in response to sensor inputs that are integral to the chiller controls.

## C.18 CONTROLS

**C.18.1** Control: Standalone and microprocessor based, with all memory stored in nonvolatile memory so that reprogramming is not required on loss of electrical power.

**C.18.2** Enclosure: Unit mounted, NEMA 250, Type 1, hinged or lockable; factory wired with a single-point, field-power connection and a separate control circuit.

**C.18.3** Operator Interface: Multiple-character digital or graphic display with dynamic update of information and with keypad or touch-sensitive display located on front of control enclosure. In

either imperial or metric units selectable through the interface, display the following information:

A. Date and time
B. Operating or alarm status
C. Fault history with not less than last 10 faults displayed
D. Set points of controllable parameters
E. Operating hours.
F. Number of chiller starts
G. Outdoor-air temperature or space temperature if required for chilled-water reset
H. Entering- and leaving-fluid temperatures of evaporator and condenser
I. Difference in fluid temperatures of evaporator and condenser
J. Fluid flow of evaporator and condenser
K. Fluid pressure drop of evaporator and condenser
L. Refrigerant pressures in evaporator and condenser
M. Refrigerant saturation temperature in evaporator and condenser shell
N. Compressor refrigerant suction and discharge temperature
O. Compressor bearing temperature
P. Motor bearing temperature
Q. Motor winding temperature
R. Oil temperature
S. Oil discharge pressure
T. Phase current
U. Percent of motor rated load amperage
V. Phase voltage
W. Demand power (kilowatts)
X. Energy use (kilowatt-hours)
Y. Power factor
Z. For chillers equipped with variable frequency controllers and harmonic filters, include the following:

1. Output voltage and frequency
2. Voltage total harmonic distortion for each phase
3. Supply current total demand distortion for each phase
4. Controller internal ambient temperature
5. Heatsink temperature

AA. Purge suction temperature if purge system is provided
BB. Purge elapsed time if purge system is provided

**C.18.4** Control Functions:

A. Manual or automatic startup and shutdown time schedule
B. Entering and leaving chilled-water temperatures, control set points, and motor load limits Evaporator fluid temperature shall be reset based on return-water temperature
C. Current limit and demand limit
D. Condenser-fluid temperature
E. External chiller emergency stop

**C.18.5** Manually Reset Safety Controls: The following conditions shall shut down chiller and require manual reset:

A. Low evaporator pressure or temperature; high condenser pressure
B. Low evaporator fluid temperature
C. Low oil differential pressure
D. High or low oil pressure
E. High oil temperature
F. High compressor-discharge temperature
G. Loss of condenser-fluid flow
H. Loss of evaporator fluid flow
I. Motor overcurrent
J. Motor overvoltage
K. Motor undervoltage
L. Motor phase reversal
M. Motor phase failure
N. Sensor- or detection-circuit fault
O. Processor communication loss
P. Motor controller fault
Q. Extended compressor surge
R. Excessive air-leakage detection for chillers using R-123 refrigerant

**C.18.6** Security Access: Provide electronic security access to controls through identification and password with at least three levels of access: view only; view and operate; and view, operate, and service.

**C.18.7** Control Authority: At least four conditions: Off, local manual control at chiller, local automatic control at chiller, and automatic control through a remote source.

**C.18.8** BAS Interface: Factory-installed hardware and software to enable the BAS to monitor, control, and display chiller status and alarms.

A. Hardwired Points:
1. Monitoring: On-off status, common trouble alarm, electrical power demand (kilowatts), electrical power consumption (kilowatt-hours).
2. Control: On-off operation, chilled-water, discharge temperature set-point adjustment.

B. ASHRAE 135 (BACnet) communication interface with the BAS shall enable the BAS operator to remotely control and monitor the chiller from an operator workstation. Control features and monitoring points displayed locally at chiller control panel shall be available through the BAS. Provide BACnet Gateway to easily communicate with Johnson Control Interace.

## C.19 FINISH

**C.19.1** Paint chiller, using manufacturer's standard procedures, except comply with the following minimum requirements:

A. Provide at least one coat of primer with a total dry film thickness of at least 2 mils.

B. Paint surfaces that are to be insulated before applying the insulation.
C. Paint installed insulation to match adjacent uninsulated surfaces.
D. Color of finish coat to be manufacturer's standard.

**C.19.2** Provide Owner with quart container of paint used in application of topcoat to use in touchup applications after Project Closeout.

## C.20 ACCESSORIES

### C.20.1 Flow Switches:

A. Chiller manufacturer shall furnish a switch for each evaporator and condenser and verify field-mounting location before installation.

B. Flow Switches:
Provide temperature switches that sense flow.

C. Pressure Differential Switches:
1. Construction: Wetted parts of body and trim constructed of Type 316 stainless steel.
2. Performance: Switch shall withstand, without damage, the full-pressure rating of the heat exchanger applied to either port and exhibit zero set-point shift due to variation in working pressure.
3. Set Point: Screw type, field adjustable
4. Electrical Connections: Internally mounted screw-type terminal blocks
5. Switch Enclosure: NEMA 250, Type 4
6. Switch Action: Double-pole, double-throw switch with one pole field wired to the chiller control panel and the other pole field wired to the BAS.

**C.20.2** Vibration Isolation:

A. Chiller manufacturer shall furnish spring vibration isolation for each chiller.

B. Spring Isolator:
1. Stable in operation and designed for not less than 30 percent reserve deflection beyond actual operating conditions. Isolators shall be designed so that the Kx/Ky ratio shall be 1.0 or more for stability.
2. Provide PVC or neoprene-coated springs and hot-dip, galvanized-steel components. Aluminum components shall be etched and painted. Nuts, bolts, and washers shall be zinc electroplated.
3. Housed Isolators shall be adjustable and with an open spring, having one or more coil springs attached to a top compression plate and a baseplate. An elastomeric pad with a minimum thickness of 0.25 inch shall be bonded to the baseplate.
4. Spring assembly shall be removable and shall fit within a welded steel enclosure consisting of a top plate and rigid lower housing, which serves as a blocking device during installation. Isolated restraining bolts shall not be engaged during normal operation and shall connect the top plate and lower housing to prevent the isolated equipment from rising when drained of fluid.
5. Isolators shall be selected for a nominal 1-inch deflection.

6. Recommended manufacturer: Peabody -Kinetic or equal .Make in the USA.

## C.21 BASE BID - CAPACITIES AND CHARACTERISTICS

**C.21.1 Capacity:** 500 tons for each chiller

**C.21.2 Full-Load Efficiency:**

A. Power Input/Cooling Output: 574 kW/ton maximum.
B. Comply with GS-31.
C. Comply with FEMP.

**C.21.3** Part-Load Efficiency:

A. IPLV: .35 maximum.
B. Comply with GS-31.
C. Comply with FEMP.

**C.21.4** Evaporator:
A. Pressure Rating: 150 psig standard
B. Number of Passes: Two
C. Fluid Type: Water
D. Design Fluid Flow Rate: 1200 gpm.
E. Minimum Fluid Flow Rate: 500 gpm.
F. Entering-Fluid Temperature: 54 deg F
G. Leaving-Fluid Temperature: 44 deg F
H. Fluid Pressure Drop: 16 feet of head
I. Fouling Factor: 0.0001 sq. ft. x h x deg F/Btu.
J. Maximum length 16 ft.

**C.21.5** Condenser:

A. Pressure Rating: 150 psig.
B. Number of Passes: Two.
C. Fluid Type: Water.
D. Design Fluid Flow Rate: 1500 gpm.
E. Entering-Fluid Temperature: 85 deg F.
F. Leaving-Fluid Temperature: 98 deg F.
G. Fluid Pressure Drop: 16 feet of head
H. Fluid Velocity: 6.2 fps.
I. Fouling Factor: 0.00025 sq. ft. x h x deg F/Btu.
J. Maximum length 16 ft.

**C.21.6** Compressor:
A. Number of Compressors: One
B. Compressor Rated Load Amperes: 397 maximum
C. Compressor Locked-Rotor Amperes: 2273 maximum

**C.21.7** Chiller Control Electrical Requirements
A.Power Connections: Integral
B. Power Input: 2.4 Kw.
C. Minimum Circuit Ampacity: 20
D. Maximum Overcurrent Protection Device: 30
E. Volts: 120-V ac.
F. Phase: Single
G. Hertz: 60

**C.21.8** Chiller Electrical Requirements:
A. Power Input: 287.2
B. Power Factor: 0.96 or better
C. Minimum Circuit Ampacity: 503
D. Maximum Overcurrent Protection Device: 702
E. Volts: 480, 600 -V ac.
F. Phase: Three
G. Hertz: 60

**C.21.9** Noise Rating: 85 sound power level overall when measured according to ARI 575. Provide factory-installed sound treatment if necessary to achieve the performance indicated.

**C.22 ALTERNATE BID - CAPACITIES AND CHARACTERISTIC (lower IPLV and Kw/ton chillers)**

**C.22.1** Chiller shall have an IPLV of at least .323 or lower.

**C.22.2** Everything in Section C applies to this alternate including extended warranties, start up and services. Carrier "VS Screw" and McQuay "magnetic bearing" chillers will be accepted.

**C.22.3** The Contractor shall submit a Pay Back and Yearly saving comparison product data together with the bid to show cost saving in operation based on base proposal chiller submitted by same Manufacturer. Provide payback in dollars/year in years.

**CRITERIA:** Use 500 Tons, both IPLVs, annual operating hours of 4000, and $ per kwh estimated $.14.

**C.23 HEIGHT AND SIZE LIMIT**

**C.23.1** Chiller must be able to fit in a 10 feet high by 9 feet wide opening in one piece. Opening is through an existing louver with man bars. This is up from the roof level and chillers will have to be raised up over a sill and cannot be just rolled in.

**C.23.2** Maximum length of chiller is 16 ft.

**C.23.3** If the chiller needs to be broken into parts to bring into the space, include reassembling by the chiller manufacturer in the bid price.

## C.24 SOURCE QUALITY CONTROL

**C.24.1** Perform functional run tests of chillers before shipping.

**C.24.2** For chillers using R-134a refrigerant, factory test and inspect evaporator and condenser, condenser, according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1.

**C.24.3** For chillers using R-123 refrigerant, factory test and inspect evaporator and condenser, condenser according to ASME Boiler and Pressure Vessel Code: Section VIII, Division 1. Pressure test fluid side of heat exchangers, including water boxes, to 1.5 times the rated pressure. Pressure proof test refrigerant side of heat exchangers to a minimum of 45 psig. Vacuum and pressure test for leaks.

**C.24.4** For chillers located indoors, rate sound power level according to ARI 575.

## C.25 EXECUTION

**C.25.1** EXAMINATION

A. The Contractor shall examine roughing-in for equipment support, anchor-bolt sizes and locations, piping, and electrical connections to verify actual locations, sizes, and other conditions affecting chiller performance, maintenance, and operations before equipment is ordered.

B. Final chiller locations will be in the penthouse. Determine exact locations before roughing-in for piping and electrical connections before order is placed.

**C.25.2** STARTUP SERVICE (After chiller installation by others)

A. Engage a factory-authorized service representative to perform startup service.

1. Complete installation and startup checks according to manufacturer's written instructions.
2. Verify that refrigerant charge is sufficient and chiller has been leak tested.
3. Verify that pumps are installed and functional.
4. Verify that thermometers and gages are installed.
5. Operate chiller for run-in period.
6. Check bearing lubrication and oil levels.
7. Verify that refrigerant pressure relief device is vented outside.
8. Verify proper motor rotation.
9. Verify static deflection of vibration isolators, including deflection during chiller startup and shutdown.
10. Verify and record performance of fluid flow and low-temperature interlocks for evaporator and condenser. Verify and record performance of chiller protection devices.
11. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.

B. Inspect field-assembled components, equipment installation, and piping and electrical connections for proper assembly, installation, and connection.

C. Prepare test and inspection startup reports.

**C.25.3** DEMONSTRATION

A. The Contractor shall engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain chillers. Training sessions shall be recorded.

B. The Contractor shall provide at least two (2) days of training at start-up.

# SECTION D

## PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

# SECTION E

## INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5), Inspection of Supplies, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

# SECTION F
## DELIVERIES OR PERFORMANCE

### F.1 TERM OF CONTRACT

**F.1.1** The Contractor shall commence work on the date specified in the written Notice to Proceed (NTP) signed and issued by the Contracting Officer (CO) and shall deliver the chillers to the jobsite no later than Monday, May 17, 2010.

### F.2 DELIVERABLES

| CLIN | Deliverable | Quantity | Format/Method of Delivery | Due Date | To Whom |
|---|---|---|---|---|---|
| C.4.1 | Product Data | 1 | Hard copy | 30 days from NTP | COTR |
| C.4.2 | LEED Submittal and Energy Rebates | 1 | Hard copy | 30 days from NTP | COTR |
| C.4.3 | Shop Drawings | 1 | Hard copy | 5 days from NTP | COTR |
| C.4.4 | Coordination Drawings | 1 | Hard copy | 45 days from NTP | COTR |
| C.4.5 | Certificates | 1 | Hard copy | 90 days from NTP | COTR |
| C.4.6 | Source Quality-Control Reports | 1 | Hard copy | 90 days from NTP | COTR |
| C.4.7 | Startup Service Reports | 1 | Hard copy | 90 days from NTP | COTR |
| C.4.8 | Operation and Maintenance Data | 1 | Hard copy | 90 days from NTP | COTR |

**F.2.1** The Contractor shall submit to the District, as a deliverable, the report described in Paragraph H.3.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

### F.3 DELIVERY

**F.3.1** The Contractor shall deliver the chillers to the jobsite no later than Monday, **May 17, 2010**. The District will assign an HVAC contractor to accept the delivery.

# SECTION G

## CONTRACT ADMINISTRATION DATA

**G.1 INVOICE PAYMENT**

**G.1.1** The District shall make payments to the Contractor upon the submission of proper invoices or vouchers at the prices stipulated in this contract for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances, or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and be submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the COTR's address shown in this Section, paragraph G.5. The address of the CFO is:

Agency Chief Financial Officer
441 - 4th Street, NW, Suite 890 North
Washington, DC 20001
Telephone: (202) 727-0333

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

**G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors shall date invoices on the date of mailing or transmittal);

**G.2.2.2** Contract number and invoice number;

**G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed.

**G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;

**G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.2.2.6** Name, title, phone number of person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.3 PAYMENTS SCHEDULE**

Payment will be made on partial deliveries of goods or services accepted by the District:

A. 70% upon delivery acceptance and
B. 30% upon commissioning and acceptance

**G.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.4.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.3.5.

**G.4.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1** Interest Penalties to Contractors

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

a) the 3rd day after the required payment date for meat or a meat product;
b) the 5th day after the required payment date for an agricultural commodity; or
c) the 15th day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.7** **CONTRACTING OFFICER (CO):**

**G.7.1** Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this contract is:

Diane Wooden, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 - 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2405

**G.8** **AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (CO):**

**G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.8.3** In the event the Contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

**G.9** **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):**

**G.9.1** The COTR shall be responsible for ensuring the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. These may include but not be limited to:

**G.9.1.1** Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract:

**G.9.1.2** Reviewing and approving invoices includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.3** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

**G.9.2** The COTR shall not have the authority to:

**G.9.2.1** Grant deviations from or waive any of the terms and conditions of the contract;

**G.9.2.2** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

**G.9.2.3** Change the period of performance; or

**G.9.2.4** Authorize the furnishing of District property, except as specified under the contract.

**G.9.3** The name, address and telephone number of the COTR for this contract is:

Ronald Blum
D.C. Department of Real Estate Services
Construction Division
2000 14th Street, 8th Floor
Washington, DC 20009
Telephone (202) 478-9132

# SECTION H

## SPECIAL CONTRACT REQUIREMENTS

### H.1 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### H.2 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

### H.3 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

**H.3.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, § 2-219.01 et seq. ("First Source Act").

**H.3.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.3.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;
(2) Number of current employees transferred;
(3) Number of new job openings created;
(4) Number of job openings listed with DOES;
(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
(a) Name;
(b) Social Security number;
(c) Job title;
(d) Hire date;
(e) Residence; and
(f) Referral source for all new hires.

**H.3.4** If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.3.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the Contracting Officer its compliance with the section H.3.4 of this clause; or

(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.3.4 and include the following documentation:
(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.3.6.

**H.3.6** The Contracting Officer may waive the provisions of section H.3.4 if the Contracting Officer finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;

(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties

of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.3.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.3.5 and H.3.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.3.4 or whether a waiver of compliance pursuant to section H.3.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

**H.3.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.3.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.3.8.

**H.3.9** The provisions of sections H.3.4 through H.3.8 do not apply to nonprofit organizations.

## H.4 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

**H.4.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.4.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.4.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

## H.5 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. § 12101 *et seq*.

## H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. § 794 (l983) *et seq*.

# SECTION I

## CONTRACT CLAUSES

### I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP"), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

### I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### I.5 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

### I.6 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## 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 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 $1,000,000 per occurrence limits; $2,000,000 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 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 $1,000,000 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: $500,000 per accident for injury; $500,000 per employee for disease; and $500,000 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, and automobile liability) insurance as follows: $2,000,000 per occurrence, including the District of Columbia as additional insured.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, 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 District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

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:

Diane Wooden, Contracting Officer
D.C. Department of Real Estate Services
Contracting and Procurement Division
2000 - 14th Street, NW, 5th Floor
Washington, DC 20009
Telephone: (202) 671-2405

## I.8 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## I.9 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), the List of Attachments (Section J), the Representations, Certifications and Other Statement of Bidders (Section K), the Instructions, Conditions and Notices to Bidders (Section L), Evaluation Factors (Section M) and the SCP.

## I.10 AUDITS, RECORDS, AND RECORD RETENTION:

**I.10.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

**I.10.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

**I.10.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

**I.10.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.

**I.10.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

**I.10.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

**I.10.7** In the event of a conflict between Article 28 of the General Provisions of the Standard Contract Provisions for Construction Projects, January 2007, and the provisions of this clause, the Standard Contract Provisions shall prevail.

## I.11 DISPUTES:

**I.11.1** All disputes arising under or relating to this contract shall be resolved as provided herein.

**I.11.2** Claims by a Contractor against the District.

Claim, as used in this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.11.2.1** All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

**I.11.2.1.1** A description of the claim and the amount in dispute;

**I.11.2.1.2** Any data or other information in support of the claim;

**I.11.2.1.3** A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

**I.11.2.1.4** The Contractor's request for relief or other action by the CO.

**I.11.2.2** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

**I.11.2.3** For any claim of $50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

**I.11.2.4** For any claim over $50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

**I.11.2.5** The CO's written decision shall do the following:

**I.11.2.5.1** Provide a description of the claim or dispute;

**I.11.2.5.2** Refer to the pertinent contract terms;

**I.11.2.5.3** State the factual areas of agreement and disagreement;

**I.11.2.5.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

**I.11.2.5.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

**I.11.2.5.6** Indicate that the written document is the CO's final decision; and

**I.11.2.5.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

**I.11.2.6** Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

**I.11.2.6.1** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

**I.11.2.6.2** Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

**I.11.2.7** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

**I.11.2.8** Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

**I.11.3** Claims by the District against a Contractor

**I.11.3.1** Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.11.3.2** The CO shall decide all claims by the District against a Contractor arising under or relating to a contract.

**I.11.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

**I.11.3.2.1.1** Provide a description of the claim or dispute;

**I.11.3.2.1.2** Refer to the pertinent contract terms;

**I.11.3.2.1.3** State the factual areas of agreement and disagreement;

**I.11.3.2.1.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

**I.11.3.2.1.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

**I.11.3.2.1.6** Indicate that the written document is the CO's final decision; and

**I.11.3.2.1.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

**I.11.3.3** The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein.

**I.11.3.4** The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

**I.11.3.5** This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

**I.11.4** The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.

**I.11.5** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## I.12 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov. but is incorporated herein as Attachment J.1.2.

### I.12.1 WAY TO WORK AMENDMENT ACT OF 2006

**I.12.1.1** Except as described in I.21.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

**I.12.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

**I.12.1.3** The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**I.12.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

**I.12.1.5** The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.2 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**I.12.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

**I.12.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.

**I.12.1.8** The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**I.12.1.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## I.13 DISCRIMINATION CLAUSES:

**I.13.1** Anti-Discrimination Clause:

The Contractor:

**I.13.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);

**I.13.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;

**I.13.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

**I.13.2** Non-Discrimination Clause:

**I.13.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.)("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

**I.13.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor's Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

**I.13.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence, business, sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

**I.13.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

(a) employment, upgrading or transfer;
(b) recruitment, or recruitment advertising;
(c) demotion, layoff, or termination;
(d) rates of pay, or other forms of compensation; and
(e) selection for training and apprenticeship.

**I.13.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections I.6.2.2.1 and I.6.2.2.2 concerning non-discrimination and affirmative action.

**I.13.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection I.13.2.2.2.

**I.13.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

**I.13.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

**I.13.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.

**I.13.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections I.13.2.2.1 through I.13.2.2.9 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

**I.13.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

# SECTION J

## LIST OF ATTACHMENTS

**J.1** ATTACHMENT

**J.1.1** Wage Determination No. 2005-2103, Revision No. 8, Dated 05/26/2009

**J.1.2** The Living Wage Act Notice and Fact Sheet

**J.2** INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the bid.)*

**J.2.1** E.E.O. Information and Mayor's Order 85-85

**J.2.2** Tax Certification Affidavit (http://otr.cfo.dc.gov/otr/cwp/view,A,1330,q,593932.asp)

**J.2.3** First Source Employment Agreement

**J.2.4** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007

**J.2.5** LSDBE Certification Package (www.dslbd.dc.gov)

# SECTION K

## REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

### K.1 TYPE OF BUSINESS ORGANIZATION

**K.1.1** The bidder, by checking the applicable box, represents that
(a) It operates as:

__ a corporation incorporated under the laws of the State of: _____
__ an individual,
__ a partnership,
__ a nonprofit organization, or
__ a joint venture.

(b) If the bidder is a foreign entity, it operates as:

__ an individual,
__ a joint venture, or
__ a corporation registered for business in _____
(Country)

### K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder_____Date_____

Name_____Title_____

Signature_____

Bidder ____has ____has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder____has ____has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

## K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

## K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

_____

_____

## K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly or indirectly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____

*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's organization);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

## K.7 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Section J.2.2.

# SECTION L

## INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

### L.1 METHOD OF AWARD

**L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.

**L.1.2** The District intends, but is not obligated, to award one contract resulting from this solicitation to the responsive and responsible bidder(s) who has/have the lowest bid(s). **See Section B.**

**L.3** The District will have the option of selecting the Contractor with the lowest bid on the Base Bid or on the Alternate Bid.

### L.2 PREPARATION AND SUBMISSION OF BIDS

**L.2.1** Bidders shall submit a signed original and two (2) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. Each bid shall be submitted in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCAM-2010-B-0094 – Furnish and Deliver Two (2) 500-ton High Efficiency Chillers to the Central Detention Facility".

**L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.

**L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the Invitation for Bids.

**L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

### L.3 SITE VISIT

**L.3.1** **A site visit for prospective bidders is scheduled on February 8, 2010, 10:00 am at 1901 D Street, SE.** Program managers Ronald Blum and Satish Bagai shall be at the site to conduct the walk-thru.

**L.3.2** The District will NOT conduct a pre-bid conference pertaining to this solicitation. Instead, bidders shall submit questions by 4:00 pm on February 8, 2010, Thursday. Answers to questions will be posted on the www.ocp.dc.gov via an Amendment on February 10, 2010.

**L.3.2** Questions shall be emailed to the Contract Specialist.

Janet Concepcion
janet.concepcion@dc.gov
Tel. (202) 671-2342

## L.4 BID SUBMISSION DATE AND TIME

**Bids must be submitted no later than 2:00 P.M (Local Time) on February 12, 2010.**

## L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

## L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

**L.6.1** Bids, modifications to bids, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

a. The bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or

b. The bid or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

### L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

### L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

### L.6.4 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

### L.6.5 Late Bids

A late bid, late modification or late withdrawal of a bid that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful bids resulting from this solicitation.

## L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

## L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

## L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the Contracting Officer. The prospective bidder shall submit questions no later than ten (10) days prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any other prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

**Bid documents are posted in the OCP website (www.ocp.dc.gov). Vendors are responsible for printing their own bid documents and checking the OCP website daily in the event that amendments are made to the solicitation.**

## L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the Contracting Officer, D.C. Real Estate Services, Contracting and Procurement Division, 2000 14th Street NW, 5th Floor, Washington DC 20009 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## L.11 BID PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

## L.12 SIGNING OF BIDS

**L.12.1** The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

**L.12.2** All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

## L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A.14 of the solicitation; or (c) by letter or telegram, including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of bids. Bidder's failure to acknowledge an amendment may result in rejection of the bid.

## L.14 BIDS WITH OPTION YEARS

**L.14.1** The bidder shall include option year prices in its price/cost bid. A bid may be determined to be unacceptable if it fails to include option year pricing.

**L.14.2** The bidder agrees that its bid remains valid for a period of 90 days from the solicitation's closing date.

## L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of bidder;

**L.15.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## L.16 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.

**L.16.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.16.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.16.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.16.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

# SECTION M

## EVALUATION FACTORS

**M.1 OPEN MARKET CLAUSES WITH NO SUBCONTRACTING SET-ASIDE (SUPPLIES AND SERVICES)**

**M.1.1** Preferences for Local Businesses, Disadvantaged Businesses, Resident Business Owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone:

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprises Development and Assistance Act of 2005" (the Act"), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.1.1.1 GENERAL PREFERENCES**

For evaluation purposes, the allowable preferences under the Act for this procurement is as follows:

**M.1.1.1.1** Three percent (3%) reduction in the bid price or the addition of three (3) points on a one hundred (100) point scale for a small business enterprise ("SBE") certified by the Small and Local Business Opportunity Commission ("SLBOC") or the Department of Small and Local Business Development (DSLBD), as applicable;

**M.1.1.1.2** Five percent (5%) reduction in the bid price or the addition of five (5) points on a one hundred (100) point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.1.3** Ten percent (10%) reduction in the bid price or the addition of ten (10) points on a one hundred (100) point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.1.4** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**M.1.1.1.5** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.1.1.1.6** Two percent (2%) reduction in the bid price or the addition of two (2) points on a one hundred (100) point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.1.2 APPLICATION OF PREFERENCES**

The preferences shall be applicable to prime Contractors as follows:

**M.1.2.1** Any prime Contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids ("IFB") or the addition of three (3) points on a one hundred (100) point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals ("RFP").

**M.1.2.2** Any prime Contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a five percent (5%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids ("IFB") or the addition of five (5) points on a one hundred (100) point scale added to the overall score for proposals submitted by the ROB in response to a Request for Proposals ("RFP").

**M.1.2.3** Any prime Contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an Invitation for Bids ("IFB") or the addition of ten (10) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LRB in response to a Request for Proposals ("RFP").

**M.1.2.4** Any prime Contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids ("IFB") or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals ("RFP").

**M.1.2.5** Any prime Contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an Invitation for Bids ("IFB") or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DZE in response to a Request for Proposals ("RFP").

**M.1.2.6** Any prime Contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an Invitation for Bids ("IFB") or the addition of two (2) points on a one hundred (100) point scale added to the overall score for proposals submitted by the DBE in response to a Request for Proposals ("RFP").

**M.1.3 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 for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a one hundred (100) point scale for proposals submitted in response to a RFP. There will be no preference awarded for subcontracting by the prime Contractor with certified business enterprise.

**M.1.4 PREFERENCES FOR CERTIFIED JOINT VENTURES**

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

**M.1.5 VENDOR SUBMISSIONS FOR PREFERENCES**

**M.1.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preferences being sought:

**M.1.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.1.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.1.5.2** 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
ATTN: LSDBE Certification Program
441 - 4th Street, NW, Suite 970 North
Washington, DC 20001

**M.1.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.