

SOLICITATION, OFFER, AND AWARD				Elevator, Escalar & Handicap Lift Preventive Maintenance services				Page of Pages 1 80			
2. Reference Number			3. Solicitation Number DCSC-23-RFP-160			4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP)		5. Date Issued 08/21/2022		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside	
7. Issued By District of Columbia Courts Capital Project Facilities Management Division 616 H Street, N.W., Room 622 Washington, DC. 20001						8. Address Offer to: District of Columbia Courts Administrative Services Division Procurement and Contracts Branch 701 7 th Street, N.W., Suite 615 Washington, D.C. 20001 ATTN: Kenneth L Evans Jr					
NOTE: In the sealed bid, solicitations "offer" or "Contractor" means "bid or "bidder."											
SOLICITATION											
<p>9. THE DISTRICT OF COLUMBIA COURTS REQUIRES PERFORMANCE OF THE WORKS DESCRIBED IN THESE DOCUMENTS (Title, date) A site walk will be held NA. All attendees are to meet at the 500 Indiana Avenue main entrance. Offerors shall provide the following information no later than NA, for all participants to (e-mail): Kenneth.Evans@dccsystem.gov, Contract Specialist to participate in the conference call</p> <p style="margin-left: 40px;">a) Full name of the attendee b) Name of the company the attendee is affiliated with c) and email address</p>											
10. The Contracting Officer shall issue the Notice to Proceed no later than 90 calendar days after contract award. The Contractor shall achieve Final Completion within 240 days after receiving the Notice to Proceed.											
11. THE CONTRACTOR MUST FURNISH ANY REQUIRED BID, PERFORMANCE, PAYMENT AND WARRANTY BONDS Bid Bond Yes <input type="checkbox"/> No <input type="checkbox"/> _____ % of the total amount of their proposal Performance and Payment Bond Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ % Within <u> 5 </u> Calendar days after receiving the notice to proceed Warranty Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ % Within <u> 5 </u> Calendar days after final acceptance											
12. ADDITIONAL SOLICITATION REQUIREMENTS: a. Sealed offers an original, and <u> 4 </u> copies to perform the work required are due at the place specified in Item 8 by Tuesday, September 19, at 3:00 PM (date). b. Proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal." c. A separate electronic copy of the entire proposal should accompany the package. d. Sealed envelopes shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. e. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. CAUTION: See Section L.1.2—Proposal submission date and time, and late submissions, late modification, withdrawal or modification of proposals and late proposals. All offers are subject to all terms & conditions contained in the solicitation											
13. For Information Contact		A. Name Kenneth L. Evans Jr		(Area Code) (202)		B. Telephone (Number) 879-8776		(Ext)		C. E-mail Address Kenneth.Evans@DCSC.gov	
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15. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u> 90 </u> calendar days from the 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.											

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Courts, Procurement and Contracts Branch on behalf of the Capital Projects and Facilities Management Division (the “Court”) is seeking a contractor to provide Elevator, Escalar & Handicap Lift Preventive Maintenance services for the District of Columbia Courts locations as defined in **SECTION C.6**.
- B.2** The Court contemplates award of a Single firm fixed contract.
- B.3 SERVICES**
- B.3.1** The Contractor shall provide all professional, technical, supervision, labor, materials, and equipment to services all Elevator, Escalar & Handicap Lift Preventive Maintenance services for the Cistrict of Columbia Courts locations as defined in **SECTION C.6**
- B.4 PRICE SCHEDULE:**
- B.4.1 SEE ATTACHEMNT K**

END OF SECTION B

SECTION C: SPECIFICATIONS/WORK STATEMENT

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C.1 SCOPE:

The District of Columbia Courts (hereafter referred to as the “Courts”) is seeking a qualified contractor to provide Elevator, Escalar & Handicap Lift Preventive Maintenance Repair Services.

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
		ASME A17.1	
		ASME A17.2	
J.21	DC Courts	DC Courts Past Performance Questionnaire	
K	DC Courts	Offer Breakdown Sheet	

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

C.3.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Amendments issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract.

C.3.2 MODIFICATION

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the CO.

C.3.3 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Owner and a Subcontractor or between any persons or entities other than the Owner and Contractor. The CM shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the CM's duties.

C.3.4 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor,

materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

C.3.5 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

C.3.6 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

C.3.7 THE SPECIFICATIONS

The Specifications are the portion(s) of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

C.3.12 ALLOWANCES:

A fixed sum for a specific portion of the work determined by the Courts in advance of bidding to be used by all bidders in their bids. An Allowance would be used when the exact character or quality of an element of the work is not known at the time of bidding.

C.4 EQUIPMENT DESCRIPTION

Building 500

Elevator #1- 8 stop traction passenger elevator.

Elevator #2- 8 stop traction passenger elevator.

Elevator #3- 8 stop traction passenger elevator.

Elevator #4- 8 stop traction passenger elevator.

Elevator #5- 7 stop traction passenger elevator.

Elevator #6- 2 stop hydraulic freight elevator

Elevator #7- 9 stop traction service elevator.

Elevator #8- 9 stop traction passenger elevator.

Elevator #9- 5 stop front and rear opening traction elevator.

Elevator #10- 4 stop hydraulic passenger elevator.

Elevator #11- 4 stop traction passenger elevator.

Elevator #12- 9 stop traction passenger elevator.

Escalator #1- down unit.

Escalator #2- up unit.

Escalator #3- up unit.

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Escalator #4- down unit.

Escalator #5- down unit.

Escalator #6- up unit.

Escalator #7- up unit.

Escalator #8- down unit.

Escalator #9- down unit.

Escalator #10- up unit.

Wheel Chair Lift Courtroom 112

Wheel Chair Lift Courtroom 118

Wheel Chair Lift Courtroom 415

Wheel Chair Lift Courtroom JM4

Wheel Chair Lift Courtroom JM1

Building 515

Elevator #1- 3 stop traction passenger elevator.

Elevator #2- 3 stop traction passenger elevator

Elevator #3- 3 stop traction passenger elevator

Elevator #4- 3 stop traction passenger elevator.

Elevator #5- 4 stop traction passenger elevator.

Elevator #6- 4 stop traction passenger elevator.

Sidewalk lift-2 stop.

Building 510

Elevator #1- 3 stop traction passenger elevator.

Elevator #1- 3 stop traction passenger elevator.

Elevator #3- 3 stop traction passenger elevator.

Elevator #4- 3 stop traction passenger elevator.

Elevator #5- 4 stop traction passenger elevator.

Elevator #6- 4 stop traction passenger elevator.

Sidewalk lift 2 stop.

Building 410

Elevator #1- 4 stop traction passenger elevator.

Elevator #2- 4 stop traction passenger elevator.

Elevator #3- 4 stop hydraulic passenger elevator

Building 430

Elevator #1- 3 stop front and rear opening hydraulic passenger elevator.

Elevator #3- 4 stop hydraulic passenger elevator.

Elevator #4- 4 stop hydraulic passenger elevator.

Elevator #5- 5 stop front and rear opening hydraulic passenger elevator.

Elevator #6- 5 stop hydraulic passenger elevator.

Building 449

Elevator #1- 3 stop hydraulic passenger elevator.

Additions

- (1) One hydraulic LULA lift located at 118 Q Street NE Washington, DC
- (2) Two OTIS MRL Gen 2 traction elevators located within the H Carl Moultrie Building at 500 Indiana Ave NW Washington, DC 20001
- (4) Four low rise Courtroom platform lifts located within the H Carl Moultrie Building at
500 Indiana Ave NW Washington. DC 20001 (Courtrooms 200, 201, 202, 203)

C.5 BACKGROUND

The DCC is comprised of the DC Court of Appeals, the DC Superior Court and the DC Court System. The CPFMD is part of the DC Court System providing shared services to the DC Court of Appeals and the DC Superior Court. The DC Courts currently maintain 1.2 million gross square feet (GSF) of space within five (5) Courts-owned buildings in Judiciary Square and the grounds. Courts' Judiciary Square campus is comprised of the following five (5) Courts buildings and an underground garage:

- 500 Indiana Avenue N.W. – known as H. Carl Moultrie Courthouse (495,265 occupiable square feet (OSF)/909,400 Building gross square feet (GSF)
- 515 5th St. NW - known as Building A (66,237 OSF/123,900 GSF)
- 510 4th St. NW - known as Building B (68,272 OSF/122,500 GSF)
- 410 E St. NW - known as Building C (28,979 OSF/54,000GSF)
- 430 E St. NW - known as Building D/the Historic Courthouse (58,642 SF OSF/146,550 GSF)
- 449 5th St. NW – known as Southwest Garage (250 parking spaces, 101,200 GSF)

C.6 REQUIREMENTS / DESCRIPTION OF SERVICES / SCOPE

6.1 DESCRIPTION OF MSINTENANCE EVICE

- A. Every week, the Contractor shall examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and all other mechanical or electrical equipment. This list is not meant to be all-inclusive but to act as an outline for the type of work covered under this agreement.

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1. ELEVATORS – GEARLESS, GEARED, HYDRAULIC

- (a) Gearless/Geared Machines: All bearings, drive sheaves, deflector sheaves and other machine components.
- (b) Brake pulley, brake coil, brake pins, brake contacts, linings and other brake components.
- (c) Motor windings, rotating elements, commutators, brushes, brush holders, bearings and field coils.
- (d) Controller equipment: All components including all microprocessor components relays, solid state components, resistors, condensers, transformers, contacts, leads, computer devices, selector switches, mechanical or electrical driving equipment, coils, magnet frames, contact switch assemblies, springs, solenoids, resistance grids, magnets and inductors.
- (e) Governors: Including governor sheave, shaft assembly gears, bearing contacts, jaws and pit tension assembly.
- (f) Sheaves: Including deflector, secondary, compensating sheaves, shafts, bearings, grease retainers, compensation sheave frame, contacts and hold down devices.
- (g) Hoistway door interlocks or locks and contacts, hoistway door hangers, tracks, bottom door gibs, cams, rollers and auxiliary door closing devices for power operated doors.
- (h) Selector: all components including switches, selector drive tape, wire or cable, and all other mechanical and electrical drive components.
- (i) Hoistway limit switches, slowdown switches, leveling switches and associated cams and vanes.
- (j) Tanks, pumping units, plungers, relief and pressure valves
- (k) Guide shoes including rollers or replaceable gibs.
- (l) Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts.
- (m) Elevator control wiring in hoistway and machine room.
- (n) Hoist cables, governor cables, compensating cables and compensating chains, including adjustment of tension on all cables.
- (o) Car safety mechanism and load weighing equipment.
- (p) Car and counterweight buffers.
- (q) Fixture contacts, push button, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators, traffic director stations.
- (r) In each car, the ADA handicapped telephone.
- (s) Examine regularly and systematically all safety devices. Conduct normal operating inspections.
- (t) All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.

B. Contractor shall provide twenty-four (24) hours, seven (7) days per week elevator maintenance/repair services at a no-additional cost to the DC Courts for the following elevators only:

- (a) Passenger entrapments
- (b) Elevator group control system malfunctions
- (c) Two (2) or more elevators out of service in any elevator group at 410 E St. NW
- (d) Moultrie Courthouse: Judges Elevators Nos. 5,8, and 12
- (e) Moultrie Courthouse: Jail Elevators Nos. 9, 10, and 11
- (f) Moultrie Courthouse: Freight Elevator No. 7
- (g) COA – 430 E St. Elevator No. 5 & 6

2. ESCALATORS

- a. Handrails, handrail drive units, track, guard brushes and
- b. Drive motors, gear reducers, stub shafts, sprocket bearings, drive chains, step chains and brake assemblies.
- c. Rack sections & bushings, step axles, axle rollers and side rollers.
- d. Step assemblies including treads, risers, demarcation strips and rollers.
- e. Controllers: All components including relays, electronic components, contacts, solid state components, resistors, condensers, transformers, leads, mechanical and electrical timing devices along with any and all computer devices.
- f. All safety device assemblies.
- g. Combplates
- h. Balustrade and demarcation lighting.
- i. Balustrade and skirt panels. All floor plate assemblies.
- j. Conduct annual clean downs of the entire system
- k. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.

3. HANDICAP AND PLATFORM LIFTS

- a. Brake and brake components.
- b. Motor windings, rotating elements.
- c. Controller equipment: All components including all microprocessor components relays, solid state components, resistors, condensers, transformers, contacts, leads, computer devices, selector switches, mechanical or electrical driving equipment, coils, magnet frames, contact switch assemblies, springs, solenoids, resistance grids, magnets and inductors.
- d. Sheaves: Including shafts, bearings, grease retainers, contacts and hold down devices.
- e. Access door interlocks or locks and contacts and auxiliary door closing devices for power operated doors.
- f. Selector: all components including switches, selector drive tape, wire or cable,

- and all other mechanical and electrical drive components.
 - g. Limit switches, slowdown switches, leveling switches and associated cams and vanes.
 - h. Tanks, pumping units, seals, hoses, tubing, control valves and hand pumps.
 - i. Hydraulic lift cylinders and piston assemblies.
 - j. Screw drive shafts.
 - k. Guide shoes including rollers or replaceable gibs.
 - l. Automatic power operated door operators, door protective devices, door contacts.
 - m. Platform assemblies, platform ramps, threshold plates.
 - n. Platform closers arms, control motors, bushings and pins.
 - o. Lift control wiring.
 - p. Hoist cables, including adjustment of tension on all cables.
 - q. Car safety mechanisms.
 - r. Seatbelt or harnesses.
 - s. Fixture contacts, push button, key switches and locks and lamps and sockets of button stations (car and hall), control pendants.
 - t. Examine regularly and systematically all safety devices. Conduct normal operating inspections.
 - u. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators, (ANSI/ASME A17.1 & A17.2), Current Edition and local code requirements.
- B. The Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated with lubricant as recommended by the manufacturer of car safety when sliding guides are used. Renew guide shoe rollers and gibs as required to insure smooth and satisfactory operation.
- C. The Contractor shall also examine, and make necessary adjustments or repair to the following accessory equipment including re-lamping of signal equipment: hall lanterns car and corridor position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers, safety edges.
- D. All replacement parts shall be new and specifically designed for the equipment on which they are to be used. All old parts must be returned to District of Columbia Courts upon completion of repairs if requested by District of Columbia Courts.
- E. The Contractor shall furnish and use lubricants as recommended by the manufacturer of equipment or approved equal.
- F. The Contractor shall be responsible for keeping the exterior of the equipment and machinery and any other parts of the equipment subject to rust, painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior of hoistway door frames are excluded from this contract.

- G. The Contractor shall maintain all elevator equipment within enclosures, pits, machine rooms and the assigned Contractor work space is to be kept clean and orderly, free of dirt, dust and debris, pits and machine spaces shall be kept dry and clean. Contractor shall be responsible for disposal of waste in accordance with local, state and federal requirements.
- H. The Contractor shall not be responsible for upgrading equipment to meet changes in Code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal, or other Governmental authorities. The Contractor shall notify District of Columbia Courts of any such code changes. Contractor shall be responsible for the replacement for the replacement of non-working and obsolete parts along with any electrical alterations required to adapt parts to existing systems.
- I. The Contractor shall be responsible for notifying District of Columbia Courts (in writing) of the existence or development of any defects in, or repairs required to the equipment, which he does not consider to be his/her responsibility under the terms of the contract. The Contractor shall furnish District of Columbia Courts with a written estimate of the cost to correct any such defects or make the required repair. District of Columbia Courts reserves the right to make the final determination concerning the responsibility for such defects, corrections or repairs.
- J. The Contractor shall be responsible for giving immediate notice to District of Columbia Courts of any condition, which he discovers, that may present a hazard to either the equipment or passengers.
- K. The Contractor shall not be required by this agreement except as herein noted, to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representative and employees, or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor.
- L. Examples of these are: Refinishing, repairing or replacing car enclosures, hoistway enclosures, hoistway door panels, frames and sills, balustrade panels, interior and exterior decking, and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear, which is occasioned by negligence or abuse by personnel other than the Contractor shall be borne by District of Columbia Courts negligence or abuse shall be determined by a joint decision as may be arrived at by qualified representatives of District of Columbia Courts.

6.2 VISUAL INSPECTIONS

- A. Visual inspections of the equipment will be performed by the appropriate route mechanics using an established checklist form. At a minimum, inspections will be performed weekly.
- B. Contractor will be required to establish a schedule to accommodate

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these inspections with no impact to maintenance activities or service call responses. Visual inspections are to be done during mechanics normal daily work hours. Copies of the completed inspection checklists shall be furnished to District of Columbia Courts on a weekly basis.

6.3 COMPLETION TIME

- A. Maintenance under this contract shall be provided at a constant, high quality level to properly protect all elevator equipment from deterioration and to provide constant peak performance of all elevators resulting in a minimum of down time for any portion of the system. Removal of equipment from service for inspections, trouble shooting, minor one day repairs shall be limited to the established working hours.
- B. If for any reason any equipment should be out of service for more than the usual trouble shooting time of 30 to 60 minutes, the Contractor shall notify District of Columbia Courts or its authorized representative when the equipment was taken out of service, the reason why and what time the equipment is expected to be put back in service for proper and safe operation.
- C. A record shall be maintained by the Contractor of routine maintenance items in need of correction which come to his attention, and he shall provide this list to District of Columbia Courts for necessary corrective action during the Contractor's routine inspection.

6.4 MAINTENANCE SERVICE RECORDS

- A. The Contractor shall provide and keep current suitable check charts in the machine room for each piece of equipment. Contractor is required to submit sample check charts for approval and to incorporate any review comments District of Columbia Courts or their Authorize Representative. Upon completion of maintenance, the Contractor shall properly initial and date the chart to indicate the work has been completed.
 - 1. In addition to check charts in each machine room, when the Contractor arrives on site for any reason, the Contractor shall notify District of Columbia Courts and an elevator maintenance log will be maintained onsite by the Contractor. Upon leaving the premises, the Contractor shall again notify District of Columbia Courts to summarize, for the log, certain information on regarding the visit. This information shall be entered into a log by the Contractor. The information shall include columnar line entries for date, employee name, employee position classification, time of arrival, time of departure, hours worked and type and extent of work performed by

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elevator. **Failure to do so will jeopardize payment of maintenance, overtime or vandalism invoices. If an erroneous invoice is submitted a fee of two hundred and fifty dollars will be deducted from the monthly maintenance price per occurrence. This will be determined by the District of Columbia Courts or their authorized representative.**

- B. The Contractor shall prepare for approval a schedule listing preventive maintenance and testing to be performed for the entire year. Each month prior to performance of any work, a proposed work schedule will be submitted to District of Columbia Courts. At the end of each month an itemized list of work performed shall be submitted to District of Columbia Courts. This list, which will include regular and emergency call backs, will include the following information:
1. Date and time of call.
 2. Equipment location and state number
 3. Description of shutdown and corrective measures taken.
 4. Class of work. i.e., routine maintenance or call back service
 5. Time elevator returned to service.
 6. Note on list all extra charges to contract.
- C. **Any safety tests performed, with certified written results of said test.**

6.5 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall insure that the equipment is maintained to operate at the original design speed, keeping the original performance time, including acceleration and retardation as designed and installed by the manufacturer. The door operation shall be adjusted as required to maintain the original door opening and door closing times, within legal limits.
- B. District of Columbia Courts or his representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and it shall be their responsibility to make the necessary corrections within thirty (30) days after receipt of such notice. In the event that the deficiencies have not been corrected within thirty (30) days, District of Columbia Courts may terminate the Contract and employ a new Contractor to make the correction at the original Contractor's expense.
- C. At any time during the term of the contract, District of Columbia Courts or his designated representative may make a thorough maintenance inspection of all elevators, escalators and lifts covered under the contract. At the conclusion of this inspection, District of Columbia

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Courts shall give the Contractor written notice of any deficiencies found. The Contractor shall be responsible for correction of these deficiencies within thirty (30) days after his receipt of such notice.

- D. The Contractor shall make available twenty-four (24) hour emergency call back service for all equipment under this contract with no cost to the District of Columbia Courts. Contractor agrees to have a technician report to the site of the emergency within two (2) hours after receipt of a request for such service by telephone or otherwise from District of Columbia Courts or its Authorized Representative. The Contractor shall provide District of Columbia Courts with names and telephone numbers of the persons to be contacted in case of emergency.

6.6 SPARE PARTS

- A. The Contractor shall have available at all times, for immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each unit system concerned. The inventory shall include, but not necessarily be limited to, the following:
1. Lamps, minimum two each type.
 2. Door operator motors and gear reduction units.
 3. Drives, transformers and rectifiers for each type and size used.
 4. Relays and switches, minimum one on each type.
 5. Controller and selector switch contacts and coils for each size and type used. Electronic components (one complete set of each manufacturer).
 6. Selector tapes and selector components.
 7. Door interlocks.
 8. Car door electronic edge complete, each type.
 9. Escalator steps.
 10. Emergency stop stations.
 11. Demarcation & combplate lighting units.
 12. Chain and step rollers.
 13. Escalator safety devices.
 14. Handicap and Platform lift control switches.
 15. Handicap lift door closers and interlocks.
 16. All necessary lubricants and cleaning materials.
 17. The Contractor shall provide at the project site, spare parts fire-resistant metal storage cabinets in each machine room. All on site supplies shall be stored in these cabinets. All combustible materials are to be stored in sealed containers kept in this cabinet.
 18. Parts inventory requirements: Contractor agrees to the following requirements and authorization of parts used in the Work:
 - a. Major components parts (electrical): motors and drive assemblies are to be maintained in stock.
 - b. Major components parts (mechanical): if Contractor does not have machines, frames, sheaves, transmissions and

similar mechanical components in stock, he/she must provide District of Columbia Courts with current information of sources for these items which can be obtained within two (2) working days.

- c. Special electrical parts: Contractor acknowledges that the equipment and control systems contain solid state printed circuit modules. Contractor agrees to maintain in inventory, a sufficient amount of modules and component parts to replace and or repair any of these units should failure occur.
- 19. Job materials inventory: Contractor will maintain a supply of contacts, coils, brushes, lubricants, rollers, wiping cloths and minor parts in each machine room, properly stored in an approved parts cabinet.
- 20. Spare parts inventory: Contractor will maintain a supply of genuine original equipment manufacturer's replacement parts in their warehouse inventory. This inventory will include, but not be limited to, door operator motors, brake magnets, brushes, controller switch contacts, selector tapes, door hangers, roles, hoistway limit switches. Such replacement parts will be kept in warehouse inventory or available from their manufacturing facilities. Regardless of the location of the stored parts, they shall be available on the jobsite within forty-eight (48) hours from the time of need.
- 21. Replacement parts policy: Contractor will not alter equipment parts and O.E.M. design with other manufacturers' parts or design unless O.E.M. has discontinued the item and the parts are no longer available. Parts manufactured by companies other than the O.E.M. but supplied to the O.E.M. as part of their overall product may be acceptable if said party is of the same design and character. Relays, selector parts, coils, rollers, touch buttons, proximity edges, and various other parts are duplicated by other nationally recognized manufacturers and, upon written authorization from the District of Columbia Courts or Courts of Columbia Courts' representative, may be used in lieu of the O.E.M. parts.
- 22. Contractor agrees to maintain a diagnostic tool and one set of spare boards, as required, on the job site or in the Contractor's local branch office for the entire length of the contract. Any boards used out of stock will be replaced within twenty-four (24) hours.

2.7 DRAWINGS AND WIRING DIAGRAMS

- A. Drawings and wiring diagrams shall be maintained and revised by the Contractor periodically as changes occur. At the expiration of the contract, the Contractor shall turn over to District of Columbia Courts

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three (3) copies of the drawings and wiring diagrams shall faithfully represent the “as modified” condition existing at the expiration date.

- B. Any and all drawings and wiring diagrams furnished to the Contractor by District of Columbia Courts or drawings and wiring diagrams prepared by the Contractor for work under this contract shall be considered the property of District of Columbia Courts. These drawings and wiring diagrams shall be accessible to District of Columbia Courts or their representative at all times, and be turned over to them upon demand

2.8 EQUIPMENT, WIRING AND CIRCUIT CHANGES

- A. The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, not alter the original circuit or wiring design of the elevators unless changes are authorized in writing by District of Columbia Courts as herein after provided. The Contractor shall submit any proposed change to District of Columbia Courts for approval. This submission shall be in quadruplicate and it shall include complete, neatly prepared, drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to District of Columbia Courts, the Contractor shall have obtained comments from the original equipment manufacturer concerning the overall effect of such changes on the systems.

2.9 ITEMS OF PREVENTIVE MAINTENANCE WORK FOR PASSENGER ELEVATORS COVERED BY THIS AGREEMENT

- A. The preventative maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe reliable operation, as specified by the manufacturer, the Contractor shall perform the required additional preventative maintenance without added cost to District of Columbia Courts.

1. ELEVATORS

Every Week

- (1) Perform general inspection of machines, drives, selector or floor controllers.
- (2) Monitor miles traveled for each unit. When repairs and/or replacements are made, log in the mileage at that time.
- (3) Inspect and lubricate machinery, contacts, linkage and gearing.
- (4) Clean and inspect controllers, selectors, relays connectors, contacts, etc.

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- (5) Ride car and observe operation of doors, leveling, reopening devices, smoothness, etc.
 - (6) Replace all burned out lamps in elevator car, machine room equipment.
 - (7) Clean trash from pit and empty drip pans, discard oil. Examine plunger seals and correct excess leakage.
 - (8) Inspect and test the ADA telephone in each car.
 - (9) Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, re-leveling, and other devices. If creeping is excessive, determine cause and correct it.
 - (10) Check door operation, clean, lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screws, contacts, chains and cams.
 - (11) Intercommunication system, normal and emergency lights, fan, emergency call system or alarm, car station. Make needed repairs.
 - (12) Inspect hoistway and pit. Clean and lubricate equipment as required.
 - (13) Test manual and emergency control.
 - (14) Visually inspect controller, contacts and relay. Check adjustment and replace contacts as required.
 - (15) Observe operation of signal system used.
- (b) Quarterly
- (1) Check leveling operation. Clean and adjust leveling switches, hoistway vanes, magnets, and inductors. Repair and/or adjust for proper leveling.
 - (2) Check hoistway doors. Clean, lubricate, and adjust tracks, hangers and upthrust eccentrics, linkage gibs and interlocks.
 - (3) Clean, adjust and lubricate car door or gate tracks, pivots, hangers.
- (c) Semi-Annually
- (1) Check controllers. Clean with blower check alignment of switches, relays, timers, contacts, hinge pins, etc., adjust and lubricate. Check all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections. Check and adjust all electronic components.
 - (2) In hoistway examine guide rails, cams and

fastenings. Inspect and test limit and terminal switches. Check and adjust car shoes, gibs or roller guides. Adjust or replace as required. Clean all overhead beams, sills, bottom of platform and car tops

- (3) Clean car light fixture or luminous ceiling panel.
- (4) On tape drives check hitches and broken tape switch.
- (5) Check car stile channels for bends or cracks: also car frame, cams, supports and car steadying plates.
- (6) Check governor and tape tension sheave fastenings.
- (7) Check fastenings and operation of door checks, interlocks clean and lubricate pivot points as required.
- (8) Conduct elasticity testing in accordance with the established procedures. Log results in in comparison to those from previous testing.

(d) Annually

- (1) Thoroughly clean car guide rails using a non-flammable or high flash point solvent to remove lint, dust and excess lubricant.
- (2) Thoroughly clean the mechanism, pit, top and bottom of car, etc.
- (3) Take a sample of hydraulic fluid and have tested by certified laboratory for viscosity, color, contamination, foaming and other properties specified by the equipment manufacturers. Drain and replace fluid if it fails to meet manufacturer's specified properties.
- (4) Perform all annual tests as required by ASME A17.1.
- (5) It is the intent of the Contract to provide for complete maintenance of District of Columbia Courts equipment so that they shall be in first class operating condition at all times. The ASME A17.1 and A17.2, as revised and amended, shall govern except where a more stringent code, a code having legal jurisdiction, or these Contract provisions include more rigid requirements. Work not particularly specified in the Contract, but involved in carrying out the intent of complete and proper execution of the work may be required, and shall be performed by the Contractor. The apparent silence of the Contract as to any detail, or the apparent omission of any work to be done and only the best general practice is to prevail and that only the best materials and workmanship is to be used. Interpretation of the Contract shall be made upon

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by District of Columbia Courts or their Authorized Representative.

- (6) The Contractor agrees that when a unit is shut down or fails to operate that it will return the equipment to service with as little delay as possible.
- (7) District of Columbia Courts or their Authorized Representative shall, at all times, have the right to make inspections and the work of the Contractor, and the Contractor agrees to perform maintenance work and make repairs deemed necessary by District of Columbia Courts. The Contractor also agrees to provide the necessary labor to perform these inspections at no extra cost to District of Columbia Courts.
- (8) The elevators, escalators and lifts shall be kept in first class operating condition maintaining the same speeds, safety, and efficiency as specified in the original maintenance manual. Proper safety devices and safety requirements, in accordance with all applicable codes including ASME A17.2.3 are to be adhered to.

2. ESCALATORS –

(a) Every Other Week

- (1) Machines, Worms, gears, external gears, drive chains, thrust bearings, main bearings and other machine components.
- (2) Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, and alignment devices.
- (3) Steps, step treads, step wheels, step chains, step axle and bushings.
- (4) Tracks.
- (5) Combplates and floor plates.

(b) Quarterly

- (1) Upper drives, upper drive bearings, tension sprocket bearings, upper and lower newel bearings.
- (2) Brake pulley, brake coil, brake pins, brake contacts, linings and other brake components.
- (3) Motor, motor windings, rotating elements, and bearings.
- (4) Controllers, components including all relays, solid state components, resistors, condensers, transformers, contacts, leads, computer devices,

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mechanical or electrical driving equipment, coils, magnet frames, contact switch assemblies, springs, solenoids, resistance grids, and operating rectifiers.

(5) All safety device switches and lighting features.

(c) Annually

(1) Examine all safety devices and conduct the routine and periodic inspections as required. All tests shall be performed in accordance with the provisions of the American National Standard, Safety Code for Elevators and Escalators (ASME A17.2.3), current edition.

(2) Full clean down of each escalator, by removal of at least half of the steps, clean out pits, pans and all steps surfaces. Escalators cleandowns are limited to being out of service for two (2) days. If overtime is required to complete this work, then it should be included in the base bid.

(3) Furnish lubricants compounded specifically for escalator usage.

PART 3 EXECUTIONS

3.1 ALLOCATION OF RESPONSIBILITIES

- A. Responsibilities of Contractor: Contractor's responsibilities under this Agreement shall include the following:
1. To perform the operations, maintenance, and related requirements established in this Agreement.
 2. To meet all performance, safety, and training standards and requirements.
 3. To maintain all Service Equipment and Service Property in accordance with this Agreement.
 4. To provide personnel having the appropriate operational, maintenance, and management expertise and qualifications to provide the Agreement Services.
 5. To administer all personnel and labor relations with Contractor employees.
 6. To provide District of Columbia Courts with all financial, operational, and other reports required under this Agreement.
 7. To provide insurance coverage and indemnification as required in this Agreement.
 8. To carry out such other functions and obligations as may be required pursuant to this Agreement.
 9. To investigate and respond to all inquiries from District of

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Columbia Courts and to assist District of Columbia Courts in responding to all complaints, comments, and questions from passengers, vendors, State and Federal agencies, and the general public.

11. To comply with applicable Federal, State and local laws and regulations, as in existence from time to time.
12. Dispose of all maintenance waste materials offsite and in accordance with all local, state and federal requirements.

B. Responsibilities of District of Columbia Courts - The responsibilities of District of Columbia Courts under this Agreement shall include the following:

1. To establish, in accordance with the terms of this Agreement, overall schedules shall be at the sole discretion of District of Columbia Courts.
2. Contractor shall provide immediate notice to District of Columbia Courts by telephone of any situation which could significantly affect the pedestrian's use of the service property. In such notice, Contractor shall describe the situation and explain its proposed response, and thereafter shall maintain communication with District of Columbia Courts until the situation is resolved. Contractor shall establish and maintain an emergency telephone number that is staffed by Contractor management twenty four (24) hours a day each day of the week.

C. Maintenance Obligations:

1. Contractor shall service, repair, and maintain the Service Property and Service Equipment owned or controlled by District of Columbia Courts and used under this Agreement in accordance with the maintenance standard and schedules set forth in the specifications. Contractor shall also service, repair, and maintain the equipment used to maintain the Service Property, subject to ordinary wear and tear. Contractor must obtain the prior approval of District of Columbia Courts' Authorized Representative before making any modifications to the Service Equipment or Service Property.
2. Contractor shall comply fully with the terms of any manufacturer's warranty on the Service Equipment, shall cooperate with District of Columbia Courts regarding the fulfillment of any warranty obligations, and shall provide District of Columbia Courts with any information necessary to the administration of any such warranty.

D. Right of Access - District of Columbia Courts hereby grants Contractor the right to enter upon and utilize the Service Property for purposes of performing Contractor's obligations under this Agreement.

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- E. District of Columbia Courts to Inspect - District of Columbia Courts through its duly authorized representative shall have the right to enter upon the Service Property at any time for purposes of inspecting and examining the Service Property and the Service Equipment. When entering the Service Property, District of Columbia Courts' representatives shall promptly identify themselves to Contractor. District of Columbia Courts shall also have the right to obtain any information related to the services operated under this Agreement, or to the Service Property or Service Equipment, from any management employee of Contractor.
- F. Contractor's Duty of Care - during the term of this Agreement, Contractor shall maintain the Service Property and the Service Equipment in accordance with the specified requirements. Upon the termination of this Agreement, Contractor shall deliver the Service Property and the Service Equipment to District of Columbia Courts in a condition no worse than the condition identified in the initial audit, normal wear and tear excluded, and subject to the damage provisions of this Contract.
- G. Operations and Maintenance Personnel - Contractor shall, except as otherwise provided in this Agreement, provide and furnish all labor, administrative, professional, and supervisory personnel necessary for the performance of this Agreement, none of whom shall be employees of District of Columbia Courts. All operating and other personnel of the Contractor and of the Contractor's subcontractors that are involved in any aspect of providing services and for performing other obligations under this Agreement are not subject to the supervision and oversight of District of Columbia Courts. In the performance of its obligations under this Agreement, the Contractor is an independent contractor for, and not an agent of District of Columbia Courts.
- H. Local Management:
1. Contractor shall, subject to the approval of District of Columbia Courts, designate a Project Manager. Contractor agrees that the Project Manager will be delegated to District of Columbia Courts so to exercise day-to-day decision making on all operational and business matters relating to the performance of this Agreement.
 2. The Project Manager shall:
 - (a) Have the principal responsibility for directing and coordinating Contractor's performance of its obligations under this Agreement:
 - (b) Serve as Contractor's liaison with District of Columbia Courts.
 - (c) Attend assessment meetings with District of Columbia Courts as requested.
 - (d) Be available at such other times as District of Columbia Courts may direct to consult with representatives of

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District of Columbia Courts.

3. Contractor agrees that it will designate and give notice to District of Columbia Courts of an Acting Project Manager who shall have full access to District of Columbia Courts to discharge the responsibilities of the Project Manager under this Agreement in his or her absence.
4. Management Personnel: in order to perform the services required by this Agreement, Contractor will provide, at a minimum, personnel performing the following functions:
 - (a) General management.
 - (b) Management of operations.
5. Labor Agreements - Contractor will comply with the terms and conditions of all applicable agreements with any labor organization representing Contractor's employees concerning wages, benefits, and terms and conditions of employment.
6. Compliance with Laws and Regulations - Contractor will comply with all applicable laws, regulations, rules and procedures, as may exist from time to time, with respect to employer's liability, worker's compensation, unemployment insurance, and forms of social security or railroad retirement, and also with respect to any other required withholding from the wages of employees.
7. Employee Conduct and Discipline:
 - (a) All employees engaged in the provision of the Agreement Services shall be qualified and shall perform their duties in a courteous, efficient, and safe manner, and all employees who deal with the public shall be clean and attired while on duty in uniforms which clearly indicate that they are providing Agreement Services on behalf of District of Columbia Courts. Employees engaged in the provision of Agreement Services shall not litter any other part of the Service Property.
8. Availability for Employees Records - Upon request of District of Columbia Courts. Contractor shall grant District of Columbia Courts access to any copies of (1) the payroll records of any employee engaged in providing Agreement Services, and (2) the records of any such employee regarding drug and alcohol testing, competency tests, qualifications, training, and criminal violations that directly relate to the performance of the Agreement Services, unless Contractor demonstrates to District of Columbia Courts that applicable law or labor agreements prohibit granting District of Columbia Courts access to such records. Any information received by District of Columbia Courts pursuant to this subsection shall be accorded the confidentiality required by law.

3.2 SERVICE CHANGES

- A. General- District of Columbia Courts may, at any time during the

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term of this Agreement, direct increases, reductions, or other alterations or modifications in any of the Agreement Services provided by Contractor. Any such increase, reduction, alteration, or modification (collectively referred to as "service changes") shall be implemented by the parties in accordance with the provisions of this Section.

- B. Initiation of Change - District of Columbia Courts shall initiate a service change by transmitting to Contractor a written notice identifying the requested change in reasonable detail and specifying the intended commencement date thereof. Such commencement date may not be less than sixty (60) days after the date of such notice, unless otherwise agreed by the parties or where safety or budgetary constraints require implementation on less notice.
- C. Contractor Response - Within thirty (30) days after receiving a notice of service change Contractor shall provide to District of Columbia Courts a written statement (1) estimating the cost of the requested change (including any labor protection cost), or the savings generated by the requested change; (2) describing the anticipated impact of the service change on operations; and (3) explaining whether or not the service change is feasible.

3.3 EXTRA WORK

- A. The extra work estimate shall include the number of hours, hourly rate, part number, cost of the part and any other cost. The Contractor shall request from District of Columbia Courts or its Authorized Representative, preferably prior to commencement of work, an extra work order (EWO) which shall not be considered a guarantee that the work will be considered extra work outside of the scope of his responsibility under the terms of the contract. District of Columbia Courts or its authorized representative will notify the Contractor in writing within seventy-two (72) hours of receipt of the EWO invoice if it is deemed that the work was a requirement under the terms of the contract and therefore does not qualify as extra work or work that the Contractor is not responsible for under the terms of the contract. Final determination of responsibility will be made by District of Columbia Courts should areas of responsibility be disputed. Under any circumstances, the work shall proceed without waiting for District of Columbia Courts' final determination. Costs for such defects or repairs shall be billed at the Established rates in the bid documents. Parts shall be provided by the contractor and billed at cost plus 10%.
- B. Separate invoices shall be submitted by the Contractor to District of Columbia Courts or its authorized representative for each EWO

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issued in accordance with the specifications.

- C. All invoices for additional work must be submitted within thirty (30) calendar days of service being rendered. Invoices received outside of this timeframe will be considered non-responsive and rejected.
- D. All work efforts performed under this section shall be in full compliance with all other sections of this Agreement.

3.4 SCHEDULE OF WORK

- A. The Contractor shall present its proposed schedule for the forthcoming calendar month fifteen (15) days in advance of the first day of that month. The schedule shall consist of the anticipated "out of service" times for each elevator and. Deviations from this master schedule, as desired by the Contractor, shall be made only upon approval of District of Columbia Courts or its authorized representative. District of Columbia Courts reserves the right to alter the sequence of "out of service" times of elevators as necessary, to solve operational problems without incurring additional costs.
- B. The Contractor's superintendent or foreman shall report any unscheduled elevator or "out of service" immediately to District of Columbia Courts or its authorized representative.

3.5 OUTAGE OF EQUIPMENT

- A. In those instances, where equipment outage will require trades other than those of the Contractor, then District of Columbia Courts at its sole option, may require the Contractor to prepare an individual baseline schedule (Gantt Chart or similar). For unscheduled outage, schedules shall be submitted not later than three (3) working days after the outage. For scheduled outages, schedules shall be submitted at least two (2) weeks prior to the outage.
- B. District of Columbia Courts will transmit to the Contractor at its local office (which the Contractor agrees will be covered twenty-four (24) hours per day, seven (7) days per week) notice of any trouble or need of repair on any elevator

and the Contractor shall immediately remedy such trouble when authorized by District of Columbia Courts and make such necessary repairs as set forth in this agreement. District of Columbia Courts, however, shall not be bound to discover any trouble or need of repair; it being the duty of the Contractor to use care to discover and remedy all conditions that might cause to discover and to operate or to become in poor operating condition or cause a safety hazard to the public.

- C. The Contractor agrees that when an equipment is shut down or fails to operate that it will return the unit to service with as little delay as possible. The Contractor agrees that when an elevator, escalator or lift is out of service for one day or longer that the Contractor will notify District of Columbia Courts. If any elevator is out of service for more than two (2) consecutive calendar days, unless authorized by District of Columbia Courts, the Contractor will be charged one hundred fifty dollars (\$150.00) for each subsequent calendar day and this charge will be retroactive to the first calendar day of the incident. The charge will be deducted from the next monthly payment for contractual services.

3.6 RECORDS AND DOCUMENTATION

- A. The Contractor will keep and maintain a log book in each machine room and the Contractor's maintenance personnel shall log in and out whenever they are in the station, and shall notify District of Columbia Courts when an elevator is to be taken out of service for maintenance or repair and when an elevator is placed back in service. Additionally, when responding to an inoperable elevator call, the Contractor shall notify District of Columbia Courts when the elevator is returned to service and indicate the cause of the failure and the corrective action taken to restore the elevator to service.
1. The Contractor shall notify District of Columbia Courts at the beginning and upon completion of each preventive maintenance effort, repair or retrofit activity. The Contractor shall provide District of Columbia Courts or its Authorized Representative with a completed preventive maintenance check chart (format shall be agreed upon between the Contractor and or its Authorized Representative) via a facsimile machine within twenty four (24) hours of completion of the preventive maintenance procedure that adequately addresses all ASME, state, and local codes as well as items specified in this document and indicates the date, start and finish times, and total man-hours employed to complete the preventive maintenance task; wear measurements, and meter readings etc.; and any corrective actions including, adjustments, repairs, lubrication, rust corrosion resistance (painting) activities etc.
 2. The Contractor shall provide and keep current a suitable check chart and repair log for each elevator and , posted in the elevator and machine room or other area designated by District of Columbia Courts. Check charts and repair logs shall be submitted to District of Columbia Courts for approval prior to use. Entries shall be made to indicate the status of all scheduled maintenance and repair work performed, including date, the nature of the work, and parts or components utilized to perform such maintenance and repairs. The check charts and repair logs shall be kept on self-duplicating data sheets and shall not be removed from their designated area by the Contractor except for the purposes of reproduction. In such cases check charts and repair logs shall be returned immediately. The Contractor must properly initial the chart to indicate that the work has been accomplished.

The duplicate must be clear and legible and remain in the designated area at all times. The duplicates become the property of District of Columbia Courts.

3. The Contractor shall provide District of Columbia Courts a monthly summary of all repair activity on elevators NO LATER THAN THE 10TH DAY OF THE FOLLOWING MONTH. The summary shall be arranged in a chronological columnar format and shall include the following information: Date out of service, time out of service, unit identification number, explanation (description of work performed), parts used (including parts put on) and the date and time the unit was restored to service.
4. The contractor shall be responsible for obtaining all technical documentation necessary for maintenance and repair of each type of elevator. District of Columbia Courts will provide any available documentation which can be released without restriction but it shall be the Contractor's responsibility to make copies of such documentation. Lack of such documentation shall not be an acceptable reason for equipment downtime.

3.7 COMMUNICATION OR SIGNAL DEVICE FAILURE

- A. Any type of emergency signaling device such as an intercom, telephone, or alarm system must be tested during the monthly maintenance program. If any problems exist, notify District of Columbia Courts.

3.8 ENTRAPMENTS

- A. If there are two entrapments on the same elevator in any thirty (30) day period, the monthly premium for the specific elevator will be deducted from the next monthly maintenance invoice. Any additional entrapments within the same thirty (30) day period will result in an additional five-hundred-dollar (\$500.00) penalty for each incident.

3.9 SAFETY INSPECTION AND TESTS

- A. All service and repair work shall be performed in compliance with the American National Standard Safety Code of Elevators, Dumbwaiters, s and Moving Walks, ASME A17.1 & A17.2 and shall be subject to safety inspection by District of Columbia Courts or his representative. The Contractor shall perform all inspections of the elevators as required by the ASME A17.1 Code. The Contractor shall periodically examine and test all safety devices. He shall make formal safety tests and inspections as required and outline in the ASME A17.1 Code. The tests shall be conducted in the presence of the Vertical Transportation Excellence, a third party elevator inspector. The elevator contractor will be responsible for the initial cost of VTX. District of Columbia Courts will be responsible for any required return re-testing due to violations found during the initial testing. Test performed will be scheduled to comply as specified in the ASME A17.1 Code. It will be the responsibility of the Contractor to determine when these tests are due. District of Columbia Courts must be contacted and may elect to attend any scheduled tests. After completion of the required tests and inspections, submit a

document to District of Columbia Courts indicating completion of the requirement.

- B. After tests have been performed, all load weighing devices, etc., shall be checked and adjusted as required to meet manufacturer's recommendations. Cars shall not be placed in service until all tests, checks and adjustments are complete and elevators are in proper working condition. The Contractor shall not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of his negligence. Failure to follow correct procedures to prevent damage and failure to perform pretest examinations shall be considered negligence by the Contractor.
- C. District of Columbia Courts shall coordinate with the elevator contractor for annual fire alarm device function and emergency power testing. In order to meet the requirements of the test, District of Columbia Courts shall be responsible for any costs associated with the said electrician, smoke detector and emergency generator contractors.
- D. District of Columbia Courts shall, always, have the right to make inspections of elevators and the work of the Contractor; and the Contractor agrees to perform maintenance work and make repairs deemed necessary by District of Columbia Courts.
- E. The Contractor's Project Manager or Supervisor responsible to respond to any elevator accident involving injuries that require medical attention and any elevator entrapments in which police fire department respond and/or inquires occur.
- F. Contractor at DISTRICT OF COLUMBIA COURTS' direction must respond to inspect, evaluate condition etc. of equipment following any flood, weather problems, major incident, accident, fire etc.
- G. The following units will be tested after hours as part of the contract with no charge to the customer. This includes any other testing such as fire alarm devices.
 - 500 Indiana Ave. Cars 5-7-8-9-10-11-12.
 - 430 E Street. Cars 5 and 6.

3.10 SAFE WORK PRACTICES

- A. All mechanics must practice safe work habits in accordance with the latest OSHA guidelines. The Contractor must comply with the following:
 - 1. Safety Program:
 - (a) For operations under this Agreement, Contractor shall establish a system wide Safety Program which will identify, eliminate, minimize, and control safety hazards and their attendant risks.
 - (b) To carry out the system safety program plan, Contractor shall establish appropriate requirements, lines of District of Columbia Courts, levels of responsibility and accountability, and method of documentation.

2. Safety Obligations - In carrying out the Agreement Services, Contractor shall at all times conduct its operations in a safe manner. Contractor shall promptly take all precautions which are reasonable or necessary to safeguard against risks, and shall make regular safety inspection of Service Equipment and Service Property.
 3. Unsafe Conditions - Contractor shall be solely responsible for the discovery, determination and correction of any unsafe conditions arising in connection with the performance of the Agreement Service.
 4. Employee Actions - The repeated failure of any Contractor employees to follow the rules of the Safety Program or to otherwise comply with applicable safety requirements shall be the basis for removing such employee, upon the request of District of Columbia Courts from work on the Contract.
- B. Lock out Tag out practice must be rigorously enforced when working on equipment, including any work within the step band. Failure to follow these procedures will require the removal of any individuals not practicing safe work habits.
 - C. Proper eye protection, footwear, hearing protection and other work clothing are the sole responsibility of the Contractor.
 - D. Always place and Out of Service sign on any elevator (all landings) or that is out of service for maintenance or repair.
 - E. Maintenance waste disposal shall be conducted in accordance with all local, state and federal requirements.

3.11 MATERIAL AND WORKMANSHIP

- A. Materials to be used shall be original equipment manufactured parts or equal (as determined by District of Columbia Courts).
- B. All lubricants shall be of the proper grade as recommended by the OEM.
- C. The Contractor shall provide all necessary tools, special tools and handrail vulcanizing tool as required for proper repair and maintenance of the elevators.
- D. The Contractor shall have an adequate inventory of such parts, lubricants and tools located in the location specified to operate this contract as detailed in this contract. The Contractor may maintain more material if necessary to fulfill the obligations of this contract.
- E. The Contractor shall submit to District of Columbia Courts for approval, when required, samples of materials, test reports, drawings to be used in maintenance and repair of all equipment.
- F. All maintenance and repair shall be performed by competent, factory-trained and licensed personnel under the supervision and employ of the Contractor.

- G. The Contractor, and all parties employed on the worksite, whether directly employed shall perform their work in a good and workman-like manner and in accordance with the Contract Documents. The Contractor shall supervise and direct the work. He shall be solely responsible for all means, methods, techniques, sequences, and procedures, and for coordinating all portions of the work of the Contract.
- H. The Contractor shall certify that he is able to furnish labor which can work in harmony with all other elements of labor employed or to be employed on the work.
- I. The Contractor shall furnish satisfactory identification for the Contractor's employees who are engaged on work in the contract, and the Contractor shall instruct its employees to comply with all rules and regulations of District of Columbia Courts.
- J. The Contractor shall, upon the written request of District of Columbia Courts, discharge any person in his employ who appears to District of Columbia Courts to be disorderly, careless, or incompetent or to be employed in violation of any of the terms of this Contract.
- K. The Contractor shall protect materials and all persons from damage and injury in every way possible, and shall be responsible for any damage or injury due to his failure to provide this protection. Contractor's personnel shall be aware of and provide proper safety precautions such as barricades while working on elevators.
- L. The Contractor shall cause to be stacked, and from time to time remove, all rubbish or waste material resulting from the work and not needed in same, keeping the premises at all times in a condition satisfactory to District of Columbia Courts. The Contractor shall maintain all access areas to elevators and pits. This is to include, but not be limited to, the removal of any materials, rubbish, sludge, etc.
- M. The Contractor shall make all arrangements with District of Columbia Courts whereby his operations or movements of his men and materials throughout the system will not interfere in any way with the regular functions of District of Columbia Courts.
- N. District of Columbia Courts and its authorized representatives shall have access to the premises at all times. They shall have the authority to stop, alter, or in any way affect the progress of the work if it is not being performed in conformity with the contract plans, manufacturer's maintenance manuals, or specifications.
- O. In addition to the guarantees provided by component manufacturers of products utilized for maintenance, the Contractor shall guarantee that all materials, components, equipment and accessories installed shall perform for a period of one (1) year without failure due to manufacturing defects, product misapplication or improper installation.

SECTION D: PACKAGING AND MARKING

D.1 The packaging and marking requirements for this contract shall be unless otherwise specified, all documents prepared and submitted by the Contractor to the DCC under this contract shall include the following information on the cover page of each document:

- a) Name and business address of the contractor
- b) Contract number
- c) Contract Title
- d) Task Order Number and Description
- e) Point of Contact
- f) Date of transmittal

[END OF SECTION D]

SECTION E: INSPECTION OF SERVICES

- (a) “Services” as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain documentation of all services provided under this contract. Complete records of all services performed by the Contractor shall be maintained and made available to the Courts during contract performance and for as long afterwards as the contract requires.
- (c) The Courts have the right to review all services called for by the contract to the extent practicable during the term of the contract.
- (d) If any of the services do not conform to the contract requirements, the Courts may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the Courts may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the Courts may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Courts that is directly related to the performance of such services, or (2) terminate the contract for default.

[END OF SECTION E]

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 The term of the contract shall be for one year (Base) year, and The Courts may extend the term of this contract for a period of four (4) one-year, option periods, or successive fractions thereof, by written notice.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Court may extend the term of this contract period, by written notice to the Contractor before the expiration of the contract; provided that the Court will give the Contractor preliminary written notice of its intent to extend by providing a Unilateral agreement between contractor and the Contracting Officer prior to expiration of the contract.

F.2.2 The bidder shall include in its **price** bid, the **price** for the base year and all option years. Failure to submit **price** for base year and all option years may cause the Courts to exclude your bid from further consideration.

F.3 DELIVERABLES

F.3.1 The Contractor shall perform the activities required to successfully complete the Court's requirements and submit each deliverable to the Contract Administrator (COTR) as identified.

F.5 TIME:

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

F.5.1 AUTHORIZED WORKDAY / WEEK

F.5.2 The Contractor should build their weekday work from 6 AM to 6 PM (Monday-Friday). Some work will be required to be performed on the weekend. Weekend work will require a work plan to be submitted and approved in advance. Weekend hours are typically 7 AM-7 PM unless limited or prohibited by Court's weekend activities.

F.5.3 Legal holidays: No work shall be done at any time on legal holidays.

New Year's Day	Independence Day
Birthday of Martin Luther King, Jr	Labor Day
President's Day	Indigenous Peoples' Day
Inauguration Day	Veterans Day
D.C. Emancipation Day	Thanksgiving Day
Memorial Day	Christmas Day
Juneteenth National Independence Day	

F.5.4 Weekend and Weekday Overtime work hours; contractor must advise and receive approval from COTR prior to need for overtime hours and coordinate with security. Security is also needed for entrance into any secure area.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1 The Courts will make invoice payments under the terms and conditions specified in the contract. The Contractor will be compensated upon completion and acceptance of the work as specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. The contractor shall be compensated as set forth below.
- G.1.2 Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.
- G.1.3 After contract and purchase order award, in order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.
- G.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:
- Name and address of the Contractor,
 - The purchase order number,
 - Invoice date,
 - Invoice number,
 - Name of the Contracting Officer Technical Representative (COTR),
 - COTR email address, and
 - Description, quality, unit of measure and extended price of the services or supplies rendered.
- G.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.
- G.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.
- G.1.7 The invoice form is to be submitted in the template form provided in attachment J.28.

(1) The invoice shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as

herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to The Court will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____
 TITLE: _____
 DATE: _____

G.2 Prompt Payment Act

G.2.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

G.2.2 Tax Exempt

G.2.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

G.3 BILLING/ PAYMENT CERTIFICATION

G.3.1 Payment to the Contractor for services satisfactorily performed shall be made by the Courts once the Contractor's certified invoice has been approved by the **COTR**, or in the case of a dispute, subject to final determination by the Contracting Officer.

G.3.2 Based upon Applications for Payment submitted to the Courts by the Contractor, the Courts shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

G.3.3 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

G.3.4 Notwithstanding any other payment terms in this contract, the Courts will make invoice payments under the terms and conditions in accordance with the Court's policies. The Courts shall make progress payments monthly as the work proceeds or at more frequent intervals as determined by the Contracting Officer, based on percentages of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

- (1) The Contractor's request for progress payments shall include the following substantiation:
 - (i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.
 - (ii) A listing of the amount included for work performed by each subcontractor under the contract.
 - (iii) A listing of the total amount of each subcontract under the contract.

- (iv) A listing of the amounts previously paid to each such subcontractor under the contract.
- (v) Additional supporting data in the form and detail required by the Contracting Officer.
- (vi) The release of Lien from General Contractor & 2nd tier releases from Sub-subs.

- (2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if --
 - (i) Consideration is specifically authorized by this contract; and
 - (ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.
- (3) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: See **Attachment J.9 Payment to Subcontractors and Suppliers Certificate form and submit to the Contracting Officer.**

G.3.5 Each Application for Payment shall be based on the most recent **approved** cost loaded schedule submitted by the Contractor in accordance with the Contract Documents. The following requirements apply to the **approved** cost loaded schedule:

- 1. This schedule shall allocate the entire Contract Sum among the various portions of the Work;
- 2. The **approved** cost loaded schedule shall be prepared in such form and supported by such data to substantiate its accuracy as the Courts may be required to perform an earned value management analysis;
- 3. This schedule, unless objected to by the Courts, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- 4. The contractor should thoroughly review their cost-loaded schedule prior to submission to the Courts to ensure the identified costs accurately reflect the true costs of each cost-loaded activity.

G.3.6 In the event DC Courts choose to delete specific portions of work, these identified and approved costs will be the firm costs deleted from the contract scope of work. The contractor will not be allowed to modify these costs later when determining potential contract cost credits.

G.3.7 Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

G.3.8 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of **Ten percent (10.00%)** to be modified. Pending final determination of cost to the Contracting Officer of changes in the Work, amounts not in dispute shall be;
- 2. And that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed

construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of **Ten percent (10.00%)**;

3. Subtract the aggregate of previous payments made by the Owner; and
4. Subtract amounts, if any, for which the Courts has withheld or nullified a Certificate for Payment.

G.3.9 The progress payment amount determined shall be further modified under the following circumstances:

1. And, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Courts and CM shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
2. And, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts.

G.3.10 Reduction or limitation of retainage, if any, shall be as follows:

G.3.11 Until the contract completion, the retainage will be held at ten percent (**10.00%**) of the earned value of the work completed to date.

G.3.12 Except with the Court's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. A contractor request which includes payment for project material stored at a location other than the project site will not be approved until the contractor meets the off-site material storage requirements as indicated by DC Courts.

G.3.13 *Contractor's certification.* Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that—

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subContractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

G.3.14 *Refund of unearned amounts.* If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the “unearned amount”), the Contractor shall—

- (1) Notify the Contracting Officer of such performance deficiency; and
- (2) Be obligated to pay the Owner an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until—
 - (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
 - (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

G.3.15 *Title, liability, and reservation of rights.* All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Owner, but this shall not be construed as—

- (1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
- (2) Waiving the right of the Owner to require the fulfillment of all of the terms of the contract.

G.3.16 *Reimbursement for bond premiums.* In making these progress payments, the Owner shall, upon request, reimburse the Contractor for the amount of premiums paid for performance payment and warranty bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

G.4 FINAL PAYMENT

G.4.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Courts to the Contractor when:

1. The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided Section C and all other applicable incorporated documents, and to satisfy other requirements, if any, which extend beyond final payment; and
2. A final Certificate for Payment has been issued by the Courts.
3. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner:
 - i. an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied,
 - ii. a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner,

G.5 PAYMENT TO SUBCONTRACTORS

G.5.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the Courts for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the Courts that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the Courts and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.5.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before the 15th day after the required payment date for any other services.

G.5.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the Courts is a party. The Courts may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.5 Subcontract requirements

- G.5.5.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses.

G.6 AUDITS

- G.6.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer 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 Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) calendar days after written notification.

G.7 CONTRACTING OFFICER AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1 **Contracting Officer.** The District of Columbia Courts' Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. All correspondence to the Contracting Officer shall be forwarded to:

Contracting Officer
Geoffrey A. Mack
Courts of Columbia Courts
700 Six, N.W., Suite 1200
Washington, D.C. 20001

G.7.2 Contracting Officer's Technical Representative (COTR):

The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's performance or non-performance of the contract requirements. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract. The COTR shall be:

James P. Vaughan,
District of Columbia Courts
Capital Projects and Facilities Management Division
500 Indiana Ave.
Washington, DC 20001

G.8 AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER

- 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 modify 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 instruction or request 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.

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

- G.9.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- a. Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - b. Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Owner.
 - c. Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
 - d. Issue written interpretations of technical requirements of Owner drawings, designs, and specifications.
 - e. Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - f. Obtain necessary permits and appropriate identification if access to Owner facilities is required. If to be provided, ensure that Owner-furnished property is available when required.
- G.9.2 Keeping the 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.9.3 Coordinating site entry for Contractor personnel, if applicable;
- G.9.4 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the Courts payment provisions; and
- G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.7 The address and email of the COTR is:

James P. Vaughan,
 District of Columbia Courts
 Capital Projects and Facilities Management Division
 500 Indiana Ave.
 Washington, DC 20001

G.9.8 The COTR shall NOT have the authority to:

1. To award, agree to or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of Courts property, except as specified in the contract.

G.9.9 THE RESULTANT CONTRACTOR IS HEREBY FOREWARNED THAT ABSENT THE REQUISITE AUTHORITY OF THE COTR TO MAKE ANY SUCH CHANGES, CONTRACTOR MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY BE ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE COURTS, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

G.10 Substantial Completion

G.10.1 Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the DC Courts can fully, safely, and securely commence their work in the Project Area. The cabling, security, and furniture installations are complete. The DC Courts IT and Telecom vendors can deliver and install their respective equipment and furnishings to bring this project to a final point where it is ready for full Occupancy. For complete definition refer to **Attachment J.20 Section 9.8.**

G.11 Final Project Completion and Final Payment

G.11.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner and CM will promptly make such inspection and, when the Owner and CM finds the Work acceptable under the Contract Documents and the Contract fully performed, the Owner will promptly issue a final Certificate for Payment, stating that to the best of the CM's knowledge, information and belief, and on the basis of the CM's onsite visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable.

G.11.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not

be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

G.11.3 If, after Substantial Completion of the Work, final project completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Owner so confirms, the Owner shall, upon application by the Contractor and certification by the Owner, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Owner prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

G.11.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:

1. Liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents;
- or
3. Terms of special warranties required by the Contract Documents.

G.11.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

G.11.5 Refer to Division 1 Specification Section 017700 for additional information.

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 OFFEROR REQUIREMENTS: The Courts will consider only those firms who are able to demonstrate compliance with the following minimum qualifications requirement(s):

H.2 PERSONNEL REQUIREMENTS

- A. All work shall be performed by certified I.U.E.C. elevator and mechanics supervised by the Contractor. Mechanics must have a minimum of five (5) years experience as a mechanic. Helpers shall be I.U.E.C. certified as opposed to probationary apprentice helpers. The mechanics and supervisory personnel shall be specially trained and have thorough experience in the maintenance of these particular types of elevators. All personal must have OSHA ten cards.
- B. The Contractor, his mechanics and other personnel shall adhere to District of Columbia Courts safety standards and rules and shall comply with all directives issued in the interest of public safety when so notified by District of Columbia Courts or its Authorized Representative.
- C. It shall be the responsibility of the Contractor to visit all locations to inspect the condition of the equipment, the equipment's field conditions and the condition under which the maintenance of the equipment shall have to be performed.
- D. In order to assure that costly delays are minimized, the Contractor must submit with his bid, contract references where he has performed service similar to that required herein for a period of at least five (5) years. Failure to comply may be cause for bid disqualification.
- E. The Contractor must also maintain an office within 30 miles of the Service Location to be used as a facility for the storage of an adequate inventory of parts and as an operational base for the 24-hour emergency call-back service as set forth in these specifications.
- F. A project manager will be assigned to this contract that will be authorized to negotiate with District of Columbia Courts and to direct field personnel as required to execute the contract.
- G. Contractor shall maintain all records necessary to provide and support Agreement services including, fixed plant inventory and maintenance costs.
- H. Contractor shall attend with appropriate staff, any meeting, requested by District of Columbia Courts.
- I. I. The elevator contractor shall provide an elevator mechanic for a minimum of 40 hours per week for providing preventive maintenance tasks. If that mechanic needs to leave the property or goes on vacation another approved mechanic will be provided to the property in order to meet the minimum weekly requirement. All repairs shall be performed by repair team and not the onsite mechanic.

H.3 PERFORMANCE STANDARDS

- A. A reduction of 20% of the basic monthly maintenance cost for each elevator shall be made for each one week (7 days) interval that a scheduled inspection is late up to a maximum reduction of 80% of the monthly maintenance. A new assessment will be made for each one month period.
- B. District of Columbia Courts defines "Failure" as any activity which causes a Service interruption. Because the causes of service interruption are varied and not all causes of service interruption can be attributed to the equipment itself, District of Columbia Courts shall define service interruptions chargeable to the Contractor as follows:
 - 1. Unanticipated mechanical disruptions.
 - 2. Non-scheduled maintenance (i.e., replacement of worn components, major overhaul of components, replacements or repairs necessitated by worn or broken components discovered as a result of scheduled maintenance inspections and service).
 - 3. Shutdowns ordered by authorized inspectors due to any unsafe conditions or accidents resulting from mechanical failure or resulting from the Contractor's failure to provide timely repairs as may be cited in an inspector's deficiency report.
- C. Service interruptions which shall not be charged to the Contractor's performance are as follows:
 - 1. Shutdowns resulting from incidents or acts beyond the control of the Contractor (i.e., power failures, water damage, etc.).
 - 2. Shutdowns required in order modifying the equipment for the enhancement of its operation or safety when requested by District of Columbia Courts.
 - 3. Shutdowns required as a result of any accident resulting from negligence on the part of the user.
 - 4. Scheduled preventive maintenance performed outside the acceptable preventive maintenance times.

H.4 ROOMS AND KEYS

- A. The Contractor shall not permit nor allow the storage of equipment, liquids, materials, tools, cleaning compounds nor supplies in the equipment machine rooms. Nor shall the Contractor's personnel be permitted to leave such items unattended and/or unsecured.
- B. District of Columbia Courts shall provide elevator machine room, and storage area keys to the Contractor's personnel for use during the term of the Contract. Such keys shall not be considered the property of the Contractor or the property of the person to whom they are issued, but shall remain the property of District of Columbia Courts. Each person issued keys shall sign a receipt indicating the date of issue, the number and the types of keys issued.

H.5 OTHER CONTRACTORS AND CONSULTANTS

- H.5.1 The Contractor shall not commit or permit any act which will interfere with the performance of work done by any other Courts Contractor or by any Courts employee. If another contractor is awarded a future contract for performance of the required services, the original contractor shall cooperate fully with the Courts and the new contractor in any transition activities which the Contracting Officer deems necessary during the term of the contract.
- H.5.2 Contractors or consultants that helped or assisted in the preparation of the RFP documents cannot be part of the resultant proposal or help the winning contractor implement the contract as their consultant.

H.6 SECURITY REQUIREMENTS

The Courts create a unique environment for Contractors to perform work. There are levels of security that can hinder access to all areas of the buildings, such as, high-traffic areas, cell blocks, and secure areas for Judge and Jurors. Working in a building that includes many different levels of security can be challenging. **The Contractor is required to obtain clearances for their project team and their subcontractors, and obtain permission to work in secure areas. The processes to obtain clearances and permission may take up to ten (10) days, but contractors are still required to maintain their prescribed schedules. The requirement for Contractor personnel to obtain a security clearance is mandatory to work on the DC Courts' premise.** If the procedures to acquire the security clearance change, the Contracting Officer will notify the Contractor of any new requirements as soon as practicable. The Contractor shall satisfy security clearance requirements as designated by the Contracting Officer. Contractors should understand that some secure areas require work to be performed during off hours or with the accompaniment of Court Security Offices (CSO's). These secure areas include the Clerk of the Court's office area, Judges' Chambers, and U.S. Marshals Space. A CSO and U.S. Marshal must be retained for security use by the Contractor when entering these areas.

H.7 CONTRACTOR MANAGEMENT RESPONSIBILITY

- H.7.1 The Contractor shall appoint a Project Manager who will be the Contractor's Authorized Representative for technical and administrative performance of all services required hereunder. The Project Manager shall provide the single point of contact through which all Contractor/Court communications, work and technical direction shall flow. The Project Manager will be present at scheduled deliverables presentations and responsible for ensuring that any requested changes be made to the final product.

H.8 Permits, Licenses and Certificates

- H.8.1 Those permits required to be obtained by the Contractor shall be applied for by the Contractor well in advance of his needs. If the Contractor experiences any difficulty in obtaining a permit, he shall immediately request assistance from the Contracting Officer's Technical Representative or designee.
- H.8.2 Application shall be made by the Contractor or applicable authorized representatives to the Office of Licenses and Permits who will issue permits and certificates to the Contractor without charge provided that each application includes the District of Columbia Court contract number.

H.8.3 Permits, licenses and certificates which may be required must be arranged by the Contractor at no extra cost.

H.8.4 Contractor shall prominently display all permits within the confines of the Limit of the Contract.

H.9 Warranty

H.9.1 The Contractor shall warrant that the work performed in connection with damage of city properties be free from all defects and agrees that for a period of one (1) year from date of acceptance by the Court, any repairs, replacements or adjustments made necessary because of such defects will be made promptly without cost to and to the satisfaction of the Court. The warranty shall not operate to defeat the purpose of page 12, paragraph 11, Standard Contract Provisions, nor shall it act to avoid longer warranties by the manufacturer of the equipment or its components.

H.10 Debris and Cleaning

H.10.1 The Contractor shall, during the progress of the work, remove and properly dispose of the resultant dirt and debris daily and keep the premises clean and free from safety hazards.

H.10.2 Upon completion of the work, the Contractor shall remove all equipment, salvaged materials and unused materials from the site promptly (except any materials that are the property of the Court) and leave the premises in a neat and clean condition satisfactory to the Court.

H.10.3 Due to the use of the building it is extremely important that the Contractor execute his work in as clean a manner as possible with the use of drop cloths, dust barriers, enclosures, frequent debris cleanup and removal, and other control measures to minimize the spread of materials, noxious gases, dust, and other airborne materials beyond the work in the building.

H.11 Materials and Workmanship

H.11.1 Unless otherwise specified, all materials and equipment incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.11.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturers printed instructions and recommendations for a first class job.

H.12 Standards

H.12.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specification, ASTM specification or other similar standard, shall comply with the requirements in the latest revision thereof and any amendment or supplement thereto. It effects on the

date of solicitation, except as limited to type, class or grade or modified in such reference. Interim Federal Specifications do not form a part of the contract requirements unless specifically mentioned in the various specification sections.

H.12.2 The standards referred to, except as modified in the specifications, shall have full force and effect as though printed in the specifications. Federal Specifications, Commercial Standards and other standard specifications will not be furnished to bidders. However, the Contracting Officer will furnish, upon request, information as to how copies of the standards referred to may be obtained.

H.12.3 Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

H.13 Use of Premises

H.13.1 The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.

H.13.2 The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.

H.13.3 Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.

H.13.4 The Contractor shall use only such entrances to the work area as designated by the COTR.

H.13.5 Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.

H.13.6 Only such portions of the premises as required for proper execution of the contract shall be occupied.

H.13.7 All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.

H.13.8 Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.

H.13.9 All work shall be carried on in an orderly manner performed in such manner to cause minimum:

- (1) Interference with or disruption of normal activities in the building which is occupied;
and
- (2) Noises or disturbances.

H.14 Access to Building

- (1) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
- (2) Contractor will be given access to buildings only on Monday through Friday of each week.

- (3) Work on Saturdays, Sundays and holidays will not be permitted except with the written permission from the COTR.
- (4) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.
- (5) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

H.15 COVID – 19 D.C. Courts Contractor COVID-19 Requirement

H.15.1 The contractor shall be in compliance with the attached D.C. Courts Contractor **COVID-19 Requirements** and the DC Courts’ Contractor Certification of Employee Vaccination - Attestation.

H.15.2 As a requirement of award, the selected vendor shall be required to provide the Courts with a signed copy of the Contractor Certification of Employee Vaccination – Attestation Form “Attachment J.25” before award.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The D.C. Courts General Provisions, revised May 2017 (Attachment J.1) and the General Conditions and the Construction Contracts (Attachment J.20) are incorporated as part of the resulting contract.

I.2 DISCLOSURE OF INFORMATION

- I.2.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract, and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- I.2.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- I.2.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- I.2.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

I.3 RIGHTS IN DATA

- I.3.1 "Data" as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost and pricing, or management information.
- I.3.2 The term "Technical Data" as used herein, means recorded information regardless of form or characteristic. It may, for example, document research, experimental, developmental work, or be used to define a design or process to produce, support, maintain, or update material or documentation. The data may be character, graphic or pictorial delineation in media such as drawings or photographs, text, or related design or performance type documentation. Examples of technical data include research data, documentation drafts, lists, specifications, profiles, standards, process sheets, manuals, and technical reports.
- I.3.3 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, CM and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in

Drawings, Specifications or other documents prepared by the Owner, CM or Architect.

However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the CM and Architect. Contractor will not knowingly include any work copyrighted by others in any material prepared under this Agreement unless it obtained either prior permission from the Owner or an irrevocable royalty free license for the Owner in such work.

- I.3.4 All data first produced in the performance of any contract resulting from this solicitation process shall be the sole property of the District of Columbia Courts. The Offeror hereby acknowledges that all data produced by the Offeror for the process, are works made for hire and are the sole property of the District of Columbia Courts; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor shall transfer and assign to the Courts the ownership of copyright in works, whether published or unpublished. Further, the Contractor agrees to give the Courts all assistance reasonably necessary to perfect such rights, including but not limited to the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights at common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in any manner or form, authorize others to do so, without written consent of the District of Columbia Courts until the Courts may release such data to the public domain. The Courts shall not unreasonably withhold consent to the Offeror's request to publish or reproduce data in professional or public relations trade publications.

I.4 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the Court in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.5 DISPUTES

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the DCC.

I.6 EXAMINATION OF BOOKS AND RECORDS

The Contracting Officer or any of the Contracting Officer's duly authorized representatives shall, until three (3) years after final payment, have the right to examine any directly pertinent books, documents, papers and record of the Contractor involving transactions related to the services furnished under this contract.

I.7 RECORD KEEPING

The Contractor shall be expected to maintain complete and accurate records justifying all actual and accrued expenditures. The Contractor's records of the services furnished under this contract shall be subject to periodic audit by the Court.

I.8 PROTEST

- I.8.1 Any aggrieved person may protest this solicitation, award or proposed contract award in accordance with Chapter 8 of the Procurement Guidelines of the District of Columbia Courts (Attachment J15). Protest shall be filed in writing, within ten (10) calendar days after the basis of the protest is known (or should have been known), whichever is earlier, with the Contracting Officer at:

Louis W. Parker
 Administrative Services Division District of Columbia Courts
 616 H Street, N.W., Suite 616
 Washington, D.C. 20001

- I.8.2 A protest shall include the following:

- (a) Name, address and telephone number of the protester;
- (b) solicitation or contract number;
- (c) Detailed statement of the legal and factual grounds for the protest, including copies of relevant documents;
- (d) Request for a ruling by the Contracting Officer; and
- (e) Statement as to the form of relief requested.

I.8 Cancellation Ceiling

In the event of cancellation of the contract because of non-appropriation for any fiscal year after fiscal year 2020, there shall be a cancellation ceiling of zero dollars representing reasonable preproduction and nonrecurring costs, which would be applicable to the items or services being furnished and normally amortized over the life of the contract.

I.9 Debriefing

An unsuccessful offeror may request a debriefing by submitting a written request to the Contracting Officer at the address specified in I.7.1 above within three (3) calendar days from the date of receipt of the notification of award.

I.10 Insurance

I.10.1 General Requirements

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; have either an A.M. Best Company rating of A-VIII or higher. **All insurance shall set forth the District of Columbia Courts as an additional insured. The policies of insurance shall provide for at least thirty (30) calendar day written notice to the District of Columbia Courts prior to their termination or material alteration.** The Contractor shall require all 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) calendar days prior written notice in the event that the stated limits in the declaration page is reduced via endorsement or the policy is cancelled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) calendar days prior written notice in the event of non-payment of premium.

I.10.2 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 the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.10.3 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.

I.10.4 Employer's Liability Insurance

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

I.11. Duration

The Contractor shall carry all required insurance until the contract work is accepted by the DCC and shall carry the required General Liability; and any required Employment Practices Liability Insurance for five (5) years following final acceptance of the work performed under this contract.

I.12.0 Liability

These are the required minimum insurance limits required by the DCC. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.12.1 Measure of Payment

The DCC shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all costs of insurance and bonds in the contract price.

I.12.2 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.12.3 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Evans
 Senior Contract Specialist
 700 Six Street, N.W., Suite 1227
 Washington, DC 20001
 Phone: 202-879-8778
kenneth.evans@dccsystem.gov

I.12.4 Disclosure of Information

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

I.13 FEDERAL, STATE, AND LOCAL CODES AND STANDARDS

The offeror is responsible for making sure all personnel and subcontractor personnel are knowledge of all federal, state, and local regulation pertaining to their work and shall provide work in accordance with those regulations.

I.14 SUSPENSION OF WORK

- I.14.1 The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Courts.
- I.14.2 If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- I.14.3 A claim under this clause shall not be allowed:

(1) For any costs incurred more than 30 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I.15 Owners Rights To Stop Work

I.15.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Attachment K.20, Section 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Attachment K.20, Section 6.1.3.

I.15.2 If the Contractor fails to abide by any or all of the provisions of the Contract, the Contracting Officer reserves the right to stop all work or any portion thereof affected by the Contractor's failure to comply with the Contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements. If the Contractor fails or refuses to meet all the provisions of the contract or any separable part thereof after written notification and work stoppage, the Owner may terminate the right of the Contractor to proceed.

I.16 Owners Rights to Carry out Work

I.16.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

I.17 COURT DELAYS OF WORK

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly.

Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed:

(1) For any costs incurred more than 30 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

I.18 SAFETY PRECAUTIONS AND PROGRAMS

- I.18.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- I.18.1.2 The Contractor shall submit a site-specific safety plan to the COTR within 15 calendar days of Notice to Proceed and prior to the start of any construction activities.
- I.18.1.3 The Contractor shall perform all site, plant and construction work in accordance with the Safety Standards of the District of Columbia and the Occupational Safety and Health Act of 1970. The Contractor or his representative shall be thoroughly familiar with these standards and have copies of the same available at the project site always.
- I.18.1.4 Operators of explosive-actuated tools shall have a training certificate, as required by the Safety Code in their possession.
- I.18.1.5 The Contractor shall be responsible for providing and installing adequate temporary shoring and/or bracing for all walls, slabs and like constructions if needed to perform the task.
- I.18.1.6 The Courts, its officers, agents, servants and employees shall not be held liable for any property damages or physical harm resulting from inadequate protection.
- I.18.1.7 Prior to execution of shoring and/or bracing the Contractor shall submit details and calculations for shoring and/or bracing designs for the Owner's review.
- I.18.1.8 Special precautions shall be exercised to prevent use of, or access to, Contractors materials, equipment or tools by occupants or entry by occupants into Contractor's work areas.
- I.18.2 **SAFETY OF PERSONS AND PROPERTY**
- I.18.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - (1) Employees on the Work and other persons who may be affected thereby;

- (2) The Work, materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- (3) Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

- I.18.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- I.18.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- I.18.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- I.18.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Owner, Construction Manager, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations.
- I.18.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and CM.
- I.18.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

I.18.3 HAZARDOUS MATERIALS

- I.18.3.1 The Contractor shall not use asbestos-containing construction materials, fill or other building components that contain or have absorbed hazardous materials, as that term is defined in 42 U.S.C.A. § 9601(14). In addition, if hazardous materials are encountered at the site of the Work or in the performance of the Work, Contractor shall stop work in the area of hazardous materials and immediately notify the Owner. Contractor shall bar all persons from entering the affected area and take all necessary steps to minimize the risks to employees and others from such hazardous materials. Contractor and Owner shall meet to identify the entirety of the affected area and review containment and remedial action. It is understood that Owner may employ Contractor or separate contractor(s) to remove, remediate or render harmless hazardous materials encountered at the site or in the performance of the Work.

- I.18.3.2 In the event Owner and Contractor agree that Contractor shall perform the removal, remediation or render harmless the hazardous materials, then such work shall be performed at such additional price and performance time as determined pursuant to this Agreement. Contractor shall secure all licenses and permits required for the performance of such work.
- I.18.3.3 Contractor agrees to indemnify, hold harmless and defend Owner from claims, damages, losses, costs, expenses, and liabilities arising out of or resulting from the presence, uncovering or release of suspected or confirmed hazardous materials to the extent caused by the negligence of, or failure to comply with, the terms and conditions of the contract documents by the Contractor or anyone for whom the Contractor is responsible.
- I.18.4 EMERGENCIES
- I.18.4.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined by the Courts

I.19 USE OF PREMISES

- (a) The Contractor shall not load or permit the loading of any part of any structure to such an extent as to endanger its safety.
- (b) The Contractor shall comply with the regulations governing the operation of premises, which are occupied and shall perform his contract in such a manner as not to interrupt or interfere with the conduct of Court.
- (c) Any work necessary to be performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the Court.
- (d) The Contractor shall use only such entrances to the work area as designated by the COTR.
- (e) Any work, once started, shall be completed as rapidly as possible and without unnecessary delay.
- (f) Only such portions of the premises as required for proper execution of the contract shall be occupied.
- (g) All work shall be performed in such manner as to cause minimum annoyance to occupants of adjacent premises and interference with normal traffic.
- (h) Work performed in existing buildings shall be executed in a manner that will cause minimum interference with facility occupants.
- (i) All work shall be carried on in an orderly manner performed in such manner to cause minimum:
- (1) Interference with or disruption of normal activities in the building which is occupied; and

(2) Noises or disturbances.

I.20 ACCESS TO BUILDING

- (a) Contractor will be given access to the building, except to secure all sensitive areas or where work is specified to be performed at specified periods.
- (b) Contractor will be given access to buildings only on Monday through Sunday of each week.
- (c) Contractor shall make all necessary arrangements for access to the building after regular working hours and/or for work on Saturday, Sunday or Holidays with the COTR.
- (d) Should the Contractor desire to work on Saturdays, Sundays, or holidays, he/she must receive permission in writing from the COTR or designee. If permission is granted, all work performed shall be at no additional expense to the Court.

I.21 CONSENT TO SUBCONTRACT

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 Courts shall have the rights to review and approve prior to its execution. 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 Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.22 SUBCONTRACTS

- (a) Nothing contained in the contract documents shall be construed as creating any contractual relationship between any subcontractor and the Court.
- (b) The divisions or sections of the specifications are intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.
- (c) The Contractor shall be as fully responsible to the Court for the acts and omissions of subcontractors, and of persons employed by them as he is for the acts and omissions of persons directly employed by him.
- (d) The Contractor shall be responsible for the coordination of the trades, subcontractors, materials, and persons engaged upon his work.
- (e) The Court will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.
- (f) Any work or service so subcontracted shall be performed pursuant to a subcontract agreement which the Courts shall have the rights to review and approve prior to its execution. Notwithstanding any such subcontract approved by the Court, the Contractor shall remain liable to the Courts for all contractors' work and services required hereunder.

I.23 WARRANTY

I.23.1 Offerors are encouraged to submit information on any standard commercial warranties provided for offered products. The DC Court will consider these warranties in determining the most advantageous offer, to the extent provided in the evaluation factors.

I.23.2 **Incorporation of Warranty.** Notwithstanding the contractor's standard commercial warranty, if offered and accepted by the DC Court, any dispute thereunder will be resolved under the Disputes clause of this contract, notwithstanding any disputes procedure that may be specified in the warranty.

I.23.3 Contractor Warranty (Products).

A. The contractor warrants that all products furnished under this contract, including packaging and markings, will be free from defects in material or workmanship and will conform with the specifications and all other requirements of this contract.

The contracting officer will give written notice to the contractor of any breach of warranty and either:

- (1) require the prompt correction or replacement of any defective or nonconforming products; or
- (2) retain them, reducing the contract price by an amount equitable under the circumstances.

B. When return for correction or replacement is required, the contractor is responsible for all costs of transportation and for risk of loss in transit. If the contractor fails or refuses to correct or replace the defective or nonconforming products, the contracting officer may correct or replace them with similar products and charge the contractor for any cost to the DC Court. In addition, the contracting officer may dispose of the nonconforming products, with reimbursement from the contractor or from the proceeds for excess costs. Any products corrected or furnished in replacement are subject to this clause.

C. The rights and remedies of the DC Court provided in this clause are in addition to, and do not limit, any rights afforded to the DC Court by any other clause of the contract.

I.23.4 Warranty of Services

A. Notwithstanding inspection and acceptance by the DC Court or any provision concerning the conclusiveness thereof, the contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The contracting officer will give written notice of any defect or nonconformance to the contractor [contracting officer will insert the specific period in which notice will be given to the contractor; e.g., "within 30 days from the date of acceptance by the DC Court"; within 1000 hours of use by the DC Court;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period]. This notice will state either:

- (1) that the contractor shall correct or re-perform any defective or nonconforming services;
- or

(2) that the DC Court does not require correction or re-performance.

B. If the contractor is required to correct or re-perform, it shall be at no cost to the DC Court, and any services corrected or re-performed by the contractor shall be subject to this clause to the same extent as work initially performed. If the contractor fails or refuses to correct or re-perform, the contracting officer may, by contract or otherwise, correct or replace with similar services and charge to the contractor the cost occasioned to the DC Court thereby, or make an equitable adjustment in the contract price.

C. If the DC Court does not require correction or re-performance, the contracting officer will make an equitable adjustment in the contract price.

I.24 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Court's 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.

END OF SECTION I

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	General Provisions Applicable to District of Columbia Courts Contract
J.2	Anti-Collusion Statement
J.3	Ethics in Public Contracting
J.4	Non-Discrimination
J.5	Certification of Eligibility
J.6	Tax Certification Affidavit
J.7	Certification Regarding a Drug-Free Workplace
J.8	Release of Claims
J.9	Payment to Subcontractors and Suppliers Certificate
J.10	District of Columbia Courts Sexual Harassment Policy
J.11	Bid/Offer Form (NOT APPLICABLE)
J.12	Bid/Offer Bond Form (NOT APPLICABLE)
J.13	Payment Bond Form (NOT APPLICABLE)
J.14	Performance Bond Form (NOT APPLICABLE)
J.15	Tax Regulations
J.16	DC Courts Tax Exemption Certificate
J.17	Application for Payment
J.18	Davis Bacon Act and Davis Bacon Wage Rates (NOT APPLICABLE)
J.19	Contract Work Hours and Safety Standards Act
J.20	General Terms and Conditions for Construction
J.21	DC Courts Past Performance Questionnaire
J.25	DC Courts' Contractor Certification of Employee Vaccinations - Attestaton
K	Offer Breakdown Sheets

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE REGARDING A DRUG-FREE WORKPLACE (See Attachment J.7)

K.2 WALSH-HEALY ACT

If your bid is \$10,000 or more, the following information **MUST** be furnished:

- (a) Regular Dealer
 - () The Bidder is a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
 - () The Bidder is not a Regular Dealer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
- (b) Manufacturer
 - () The Bidder is a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.
 - () The Bidder is not a Manufacturer pursuant to Clause 28 of the District of Columbia Courts General Contract Provisions.

K.3 BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each product, except the end products listed below, is a domestic product (as defined in Clause 28 of the District of Columbia Courts General Contract Provisions), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS	COUNTRY OR ORIGIN

K.4 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Bidder shall check one of the following:

- _____ (a) No person listed in Clause 21 of the District of Columbia Courts General Contract Provisions will benefit from this contract.
- _____ (b) The following person(s) listed in Clause 21 of the District of Columbia Courts General Contract Provisions may benefit from this contract. For each person listed,

attach the affidavit required by Clause 21 of the District of Columbia Courts General Contract Provisions.

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature on the offer is a certification by the signatory that:
- (1) The prices in this bid 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 bid, or (iii) the methods or factors used to calculate the prices offered;
 - (2) The prices in this bid have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other bidder or competitor before offer 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 bid for the purpose of restricting competition.
- (b) Each signature on the bid is a certification by the signatory that the signatory;
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid, 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)
 - (i) 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 or person(s) in the organization responsible for determining the prices offered in this bid and the title of his or her position in the Offeror's organization);

 - (ii) As an authorized agent does certify that the principals named in subdivision (b) (2) (1) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and
 - (iii) As an agent has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (c) If Offeror deletes or modifies subparagraph (a) (2) above, the Offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TYPE OF BUSINESS ORGANIZATION

Bidder operates as () an individual, () a partnership, () a nonprofit organization,
 () a corporation, incorporated under the laws of the State of _____,
 () a joint venture, () other.

K.7 PAYMENT IDENTIFICATION NO.

The District of Columbia Courts utilizes an automated vendor database. All firms are required to submit their Federal Tax Identification Number. Individuals must submit their social security numbers.

Please list below applicable vendor information:

Federal Tax Identification Number: _____

Or

Social Security Number: _____

Dunn and Bradstreet Number: _____

Legal Name of Entity Assigned this Number: _____

Street Address and/or Mailing Address: _____

City, State, and Zip Code: _____

Type of Business: _____

Telephone Number: _____

Fax Number: _____

Name, Number, email (please print) of person to contact about this bid:

**PAYMENTS UNDER TERMS OF ANY CONTRACT RESULTING FROM THIS
 SOLICITATION WILL BE HELD IN ABEYANCE PENDING RECEIPT OF A VALID
 FEDERAL TAX IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER.**

K.8 The Offeror by making an Offer represents that:

K.8.1 The Offeror has read and understands the Offering Documents or Contract Documents, to the extent that such documentation relates to the Work for which the Offer is submitted, and for other portions of the Project, if any, being offered concurrently or presently under construction. Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror's risk.

K.8.2 The Offer is made in compliance with the Offering Documents.

K.8.3 The Offeror has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Offeror's personal observations with the requirements of the proposed Contract Documents.

K.8.4 The Offer is based upon the materials, equipment, and systems required for the Work as stated in the Offering Documents without exception.

K.9 Penalties for Misrepresentations

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract; in accordance with District of Columbia law, Contractor's liability for civil and criminal action indicates possible sanctions.

K.10 Standards of Responsibility

The prospective Contractor must demonstrate to the satisfaction of the Courts, the capability in all respects to perform fully the contract requirements; therefore, the prospective Contractor must submit with its Offer the document listed below in K.10.1 and K.10.2:

K.10.1 Performance of the contract. (See Section L.10.2.2 Volume 1 Technical Information Tab B Corporate Information & Past Performance)

K.10.2 Furnish evidence of the ability to comply with the required and/or proposed delivery or performance schedule, taking into consideration all existing commercial and Owner business commitments. (See Section L.10.2.2 Volume 1 Management Plan, Organizing Chart, Quality Management, & Corporate Capabilities Tab C)

K.11 OFFERING DOCUMENTS/COPIES

K.11.1 Offerors will receive one (1) set of the complete Offering Documents.

K.11.2 Offering Documents will not be issued directly to Sub-offerors unless specifically offered in the Advertisement or Invitation to Offer.

K.11.3 Offerors shall use complete sets of Offering Documents in preparing Offers; neither the Courts nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Offering Documents.

K.11.4 The Courts may make copies of the Offering Documents available for the purpose of obtaining Offers on the Work. No license or grant of use is conferred by the issuance of copies of the Offering Documents.

K.12 INTERPRETATIONS OR CORRECTIONS OF OFFERING DOCUMENTS

K.12.1 The Offeror shall carefully study and compare each of the Offering Documents with one another, and with other Work being offered concurrently or presently under construction to the extent that it relates to the Work for which the Offer is submitted; the Offeror shall also examine the site and local conditions, and at once, report to the Courts any errors, inconsistencies or ambiguities discovered.

K.12.2 Questions concerning this Solicitation must be directed, in writing to:

Kenneth L. Evans Jr, Senior Contract Specialist
District of Columbia Courts
Capital Projects and Facilities Management Division
616 H St., NW, Suite 622
Washington, DC 20001
E-mail address: kenneth.evans@dccsystem.gov

K.12.3 Any prospective Offeror desiring an explanation or Interpretation of this Solicitation must request it in writing by **August 25, 2023, @ 3:00 PM.** Requests should be directed to the Senior Contract Specialist via the email address listed above. Any substantive information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors. **Oral explanations and/or instructions given before the award of the contract will not be binding.**

K.12.4 The terms and conditions of the Offering Documents may only be modified by written Amendments issued by the Contracting Officer; set apart from any oral representations to the contrary.

K.13 SUBSTITUTIONS

K.13.1 The materials, products, and equipment(s) described in the Offering Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

K.13.2 No substitutions will be considered prior to receipt of Offers unless written request for approval has been received by the Contracting Officer at least ten (10) days prior to the date for receipt of Offers. Such requests shall include the name of the material and/or equipment for which it is to be substituted, and, a complete description of the proposed substitution including drawings, performance and test data, and other information necessary for an evaluation. If any further changes in other materials, equipment(s) or other portions of the Work to include but not limited to changes in the work of other contracts, that incorporation of the proposed substitution would require a written request. The burden of proof of the proposed substitution is upon the merit of the proposer. The Owner's decision of approval or disapproval of a proposed substitution shall be final.

K.13.3 If the Courts approve a proposed substitution prior to receipt of Offers, such approval will be set forth in an Amendment. Offerors shall not rely upon approvals made in any other manner.

K.13.4 No substitutions will be considered after the Contract is awarded unless specifically stated in the Contract Documents.

K.14 AMENDMENTS

K.14.1 Amendments will be transmitted by the issuing office to all who are known to have initially received a complete set of the Offering Documents.

K.14.2 Copies of Amendments will be made available for inspection wherever Offering Documents are on file for clarification.

K.14.3 Amendments will be issued no later than three (3) days prior to the date of receipt of the Offers unless an Amendment withdrawing the request for Offers or one which includes postponement of the date for receipt of Offers.

K.14.4 Prior to submitting an Offer, each Offeror shall ascertain all Amendments issued, and acknowledge their receipt in the Offer.

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The Court intends to award single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Court, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the Contracting Officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections. If the CO elects to proceed with negotiations, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 Proposal Submission and Identification

L.2.1 The District of Columbia Courts will not accept an email or facsimile copy of a proposal as an original. Unless specifically authorized in the solicitation, the District of Columbia Courts shall not accept telegraphic offers.

L.2.2 Proposals shall be submitted in a sealed proposal package. The Offeror shall conspicuously mark on the outside of the proposal package the name and address of the Offeror and the following:

Solicitation Number: DCSC-23-RFP-160

Caption: Elevator, Escalar & Handicap Lift Preventive Maintenance and Repairs Services

Proposal Due Date & Time: DATE: September 19, 2023; NO LATER THAN 3:00 P.M.

L.2.3 Confidentiality of Submitted Information:

L.2.4 Offerors who include in their proposals data that they do not want disclosed to the public or used by the District of Columbia Courts except for use in the procurement process shall mark the title page of the proposal document with the following legend:

L.2.5 "This proposal includes data that shall not be disclosed outside the District of Columbia Courts and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process."

L.2.6 The specific information within the proposal which the offeror is making subject to this restriction announced on the title page must be noted on the individual pages which contain it. The offeror shall mark each page containing confidential information or data it wishes to restrict with the following text:

- L.2.7 "Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal".
- L.2.8 Note that the District of Columbia Courts shall have the right to duplicate, use, or disclose the data to the extent consistent with the Court's internal needs in the procurement process. The Courts may, without permission of the offeror, use, without restriction, information contained in this proposal package if it is obtained from another source.
- L.2.9 **Offerors may submit Proposals either by hand delivery/courier services.**
- L.2.10 **Offerors submitting their proposals by hand delivery/courier services must hand deliver their proposals to the following address:**

District of Columbia Courts
 Administrative Services Division
 Procurement and Contracts Branch
 Attn: Kenneth L. Evans, Senior Contract Specialist
 700 6th Street, N.W., Suite 1227
 Washington, D.C. 20001

- L.2.11 **Each Offeror shall submit one (1) completed copy with original signatures and one (1) completed copy of the RFP on USB. four (4) separately bound copies of the Technical Proposal, and four (4) separately bound copies of the Price Proposal. Each proposal shall be properly indexed and include all information requested in the RFP.**

L.3 Late Proposals

The Court will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the Court, shall be considered at any time it is received and may be accepted.

L.5 Proposal Information and Format:

- L.5.1 At a minimum, each proposal submitted in response to this RFP shall include sections, as set forth below, which address the approach for the work described in Section "C" - Description/Specifications/Statement of Work. The proposal shall include the requisite legal representations, resources which will directly be employed in the project, client references, and a description of similar services provided by the offeror and its key personnel. Failure to address adequately any of these areas may result in the proposal being eliminated from consideration for award.
- L.5.2 Proposals shall be prepared simply and economically, providing a straightforward, concise delineation of offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings and colored displays or promotional material are not desired or preferred, but pages must be numbered. The proposal shall be prepared in two volumes. These shall be submitted in loose-leaf, three-ring notebooks for each copy of Volume I – Technical Proposal, and for each copy of

Volume II - Price Proposal. See also, clause L.3 – Price Proposal. Each bidder shall also include one (1) electronic copy (USB) that should include a copy of both the technical volume and a copy the pricing volume together.

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email Kenneth.Evans@dccsystem.gov. **The prospective offeror should submit questions no later than August 29, 2023 @ 3:00 PM.** The Court will furnish responses via an amendment process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by Court officials before the award of the contract will not be binding.

L.7 PRE-PROPOSAL SITE WALK

A pre-proposal site walk will be held at (NA). Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the site walk. Attending offerors must complete the pre-proposal site walk Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the Court's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Court's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference **but no later than five working days** after the pre-proposal site walk in order to generate an official answer. The Court will furnish responses via an amendment to the solicitation. Amendments will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by Court officials before the award of the contract will not be binding.

L.8 Volume I - Technical Proposal shall comprise the following tabs and information:

Tab A	General Information, Certifications, Affidavits, & Other Submissions
Tab B <u>20 Points</u>	Organization
Tab C <u>20 Points</u>	Team and Key Personnel

Tab D <u>20 Points</u>	Past Performance
Tab E <u>15 Points</u>	Solicitation Understanding
Tab F <u>15 Points</u>	Scope Clarifications and Exclusions
Tab G	Disclosure

L.9 Volume II – Price Proposal shall comprise the following tab:

Tab A <u>10 Points</u>	<p style="text-align: center;">PRICE</p> <p>Price Information -detailed price breakdown of all pricing sheets</p> <p>a. Section K, b. Attachment K1,</p>
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L.10 Each Offeror must provide the following information in this section:

L.10.1 General Information: TAB A: (Points 00)

- L.10.1.1 If the offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements;
- L.10.1.2 Courtships structure;
- L.10.1.3 Courtship by foreign corporation with an interest exceeding five (5) percent;
- L.10.1.4 Articles of incorporation, partnership or joint venture agreement; and
- L.10.1.5 Documentary evidence that the offeror is located and is authorized to conduct business in the District. Document should include copy of any current license, permit, registration or certification to transact business in the District of Columbia, if required by law to obtain such license, permit, registration or certification;
- L.10.1.6 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit, J.7 - Certification of a Drug-Free Workplace).

- L.10.2 **Organaization TAB B: (Points 20)**
- L.10.2.1 Provide a detailed capability statement. Make sure to include any government facility-type client specifications.
- L.10.3 **Team Organization and Key Personnel TAB C: (Points 20)**
- L.10.3.1 Proposed Project Staff: Provide information pertaining to proposed Project Managers. Provide at a minimum, resumes, references, number of years with company, certifications, education, relevant experience, participation of proposed team members.
- L.10.2 **Past Performance TAB D: (Points 20)**
- L.10.2.1 Provide at least three (3) references from previous clients within the last five (5) years. Offeror shall complete the Past Performance Questionnaire for the Contractor. References shall respond to all pages of the Past Performance Questionnaire; see Attachment J.21 Contractor Past Performance Questionnaire
- L.10.4 **Solicitation Understanding TAB E: (Points 15)**
- L.10.4.1 Restate the Solicitation effort in your own words to include at a minimum, the scope of work, interaction with Court employee's, other contractors, staging and security considerations.
- L.10.4.2 Provide an explanation of the issues and a plan to mitigate the resulting risk from each. In addition, provide an explanation of your company's plan to deal with: coordination with other contractors, public and political interaction, security, ongoing Courts operations, occasional contractor work hour adjustments, etc.
- L.10.5 **Scope Clarifications and Exclusions TAB F: (Points 0)**
- L.10.5.1 Provide a list of any Offer or scope clarifications and exclusions that are a part of your offer. (A duplicate copy will be required in Volume 2 – Tab B.)
- L.10.7 **Disclosure TAB G: (Points 0)**
- L.10.7.1 Disclosure details of any legal action or litigation past or pending against the Offeror;
- L.10.7.2 A statement that the Offeror knows of no conflict between its interests and those of the DCC; and further that the Offeror knows of no facts or circumstances that might create the appearance of a conflict between its interests and those of the Courts;
- L.10.7.3 Documentary evidence (e.g. certificates) that the Offeror is authorized to conduct business in the District of Columbia, and the Offeror is current in its tax obligation to the District of Columbia.
- L.10.7.4 Has the offer ever been barred or suspended from bidding, found non-responsible as a low bidder, had a contract terminated or been denied the award of a contract for any reason by any Federal, State or Municipal entity in any jurisdiction or agreed with any governmental entity not to bid for its contracts for a given period of time?

- L.10.7.5 Has the offer ever failed to complete the construction work under any contract awarded to it either as a prime contractor or subcontractor?
- L.10.7.6 If yes to any of the above in Section L10.7 please include a detailed explanation.
- L.11 Volume II Price Proposal (15 Points)**
- L.11.1 **TAB A:** Completed and Signed copy of Section K of this RFP.
- L.11.2 **TAB B:** “Price proposal” must be submitted using the format provided Attachment K.1 of this RFP.
- L.11.3 The price furnished by the offeror shall be itemized for the services set forth in Section C. The offeror's price proposal shall become a part of the awarded contract. The offeror’s price proposal shall include all costs for the required services. This pricing information will also be used for reasonability evaluation purposes.
- L.12 Changes to the RFP:**
- L.12.1 The terms and conditions of this RFP may only be modified by written addenda issued by the Contracting Officer, any oral representations to the contrary notwithstanding.
- L.13 Cancellation of Award**
- L.13.1 The District of Columbia Courts reserve the right, without liability to the Court, to cancel the award of any contract at any time prior to the approval of a formal written contract signed by the Executive Officer and Administrative Officer of the District of Columbia Courts.
- L.14 Official Offer**
- L.14.1 Offers 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.15 Certifications, Affidavits and Other Submissions**
- L.15.1 Offerors shall complete and return with their proposal the Representations and Certifications (Attachment J.2 - Anti-Collusion Statement, J.3 - Ethics in Public Contracting, Attachment J.4 - Non-Discrimination, J.5 - Certification of Eligibility, J.6 - Tax Certification Affidavit, J.7 - Certification of a Drug-Free Workplace J- 10).
- L.16 Retention of Proposals**
- L.16.1 All proposal documents shall be the property of the District of Columbia Courts and retained by the Courts, and therefore will not be returned to the offerors. One (1) copy of each proposal shall be retained for official files and will become a public record after the award and open to public inspection. It is understood that the proposal will become a part of the official file on this matter without obligation on the part of the Courts except as to the disclosure restrictions contained in Section L.1.3.

L.17 Public Disclosure under FOIA:

- L.17.1 Trade secrets or proprietary information submitted by an offeror in connection with procurement shall not be subject to public disclosure under the District of Columbia Freedom of Information Act (FOIA). This Act is not applicable to the Court. However, the offeror must invoke the protection of this section prior to or upon submission of the data or other materials; must identify the specific area or scope of data or other materials to be protected; and state the reasons why protection is necessary. A blanket proscription that the offeror's entire proposal is proprietary will have no effect whatsoever.

L.18 Examination of Solicitation:

- L.18.1 Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.19 Acknowledgment of Amendments:

- L.19.1 Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) identifying the amendment number and date in the proposal; or (c) letter. The District of Columbia Courts must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.20 Right to Reject Proposals:

- L.20.1 The Courts reserves the right to reject, in whole or in part, any and all proposals received as the result of this RFP.

L.21 Proposal Preparation Costs

- L.21.1 Each offeror shall bear all costs it incurs in providing responses to this RFP and for providing any additional information required by the Courts to facilitate the evaluation process. The successful offeror shall also bear all costs incurred in conjunction with contract development and negotiation.

L.22 Prime Contractor's Responsibilities

- L.22.1 Each offeror may propose services that are provided by others, but any service(s) proposed must meet all the requirements of this RFP.
- L.22.2 If the offeror's proposal includes services provided by others, the offeror will be required to act as the prime Contractor for all such items and must assume full responsibility for the procurement, delivery and quality of such services. The Contractor will be considered the sole point of contact with regard to all stipulations, including payment of all charges and the meeting of all requirements of this RFP.

L.23 Contract Type:

L.23.1 This is a firm-fixed price(FFP) contract.

L.24 Failure to Respond to Solicitation:

L.24.1 In the event that a prospective offeror does not submit an offer in response to the solicitation, the prospective offeror should advise the Contracting Officer by letter or postcard whether the prospective offeror wants any future solicitations for similar requirements. If the prospective offeror does not submit an offer for three successive offer openings and does not notify the Contracting Officer that future solicitations are desired, the prospective offeror's name may be removed from applicable mailing list.

L.25 Signing Offers and Certifications:

L.25.1 Each offeror must provide a full business address and telephone number of the offeror and **BE SIGNED BY THE PERSON OR PERSONS LEGALLY AUTHORIZED TO SIGN CONTRACTS.** All correspondence concerning the offer or resulting contract will be mailed to the address shown above on the offer in the absence of written instructions from the offeror or contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation, followed by the signature and title of the person having authority to sign for the corporation. Upon request, an offeror shall provide to the Courts satisfactory evidence of authority of the person signing on behalf of the corporation. If an agent signs an offer, the offeror shall submit to the Contracting Officer, the agent's authority to bind the offeror. Offeror shall complete and sign all Representations and Acknowledgments, as appropriate. Failure to do so may result in the offer being rejected.

L.26 Errors in Offers:

L.26.1 Offerors shall fully inform themselves as to all information and requirements contained in the solicitation. Failure to do so will be at the offeror's risk. In the event of a discrepancy between the unit price and the extended price, the unit price shall govern.

L.27 Authorized Negotiators

L.27.1 The offeror shall include in its proposal a statement indicating those persons authorized to negotiate on the offeror's behalf with the District of Columbia Courts in connection with this Request for Proposals: (list names, titles, and telephone numbers of the authorized negotiators). Offerors are expected to examine the Statement of Work and all instructions and attachments in this solicitation. Failure to do so will be at the offeror's risk.

L.28 Acceptance Period

L.28.1 The Offeror agrees to keep its offer open for ninety (90) days from the date specified in this solicitation for the submission of proposals.

L.28.2 If discussions are held with Offerors, all Offerors within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit

written Final Proposal Revisions (FPR) at the designated date and time. Offerors agree to keep their FPRs open for ninety (90) days from the date specified for the submission of FPRs.

EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale Example Scoring for five (5) points is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.2 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor.

M.2.3. If sub factors are applied, the offeror's total technical score will be determined by adding the offeror's score for each sub factor.

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (85 Points Maximum)

M.3.2 PRICE**M.3 Price Proposal Evaluation**

M.3.1 The Courts will evaluate each Offeror's price proposal for realism, reasonableness, and completeness. This evaluation will reflect the Offeror's understanding of the solicitation requirements and the validity of the Offeror's approach to performing the work.

M.3.2 Realism: The Courts will evaluate the realism of the proposed price by assessing the compatibility of proposed price with proposal scope and effect. In the evaluation the Courts will consider the following:

- a. Do the proposed prices reflect a clear understanding of the requirements?
- b. Do the proposed prices for performing various functional service requirements reflect the likely costs to the Offeror in performing the effort with reasonable economy and efficiency?
- c. Are proposed prices unrealistically high or low?
- d. Are the proposed prices consistent with the technical and management/staffing approach (e.g., if the Offeror proposes a staff of x people, the price proposal must account for x people)?

M.3.3 Reasonableness: In evaluating reasonableness, the Courts will determine if the Offeror's proposed prices, in nature and amount, do not exceed those which would be incurred by a prudent contractor in the conduct of competitive business.

- a. Is the proposed prices (for Section B – Supplies or Services and Price/Cost) comparable to the independent Courts cost estimate?
- b. Is the proposed labor/skill mix comparable to the projected Courts skill? mix and/or sufficient to meet the Section C requirements based upon the Offeror's technical and management approach?

M.3.4 Completeness: In evaluating completeness, the Courts will determine if the Offeror's provides pricing data of sufficient detail to fully support the offer and permit the price evaluation will be objective.

M.3.5 PRICE CRITERION (15 Points Maximum)

M.3.5.1 The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

M.3.5.2 Lowest price proposal
 ----- x weight = Evaluated price score
 Price of proposal being evaluated