EMBASSY OF INDIA Washington DC

No.Was/Prop/872/17/2017

20 June, 2019

TENDER NOTICE No.12/2019

The Embassy of India invites bids for Integrated Facility Management at Embassy of India located at 2107 and 2536 Massachusetts Ave, NW, Washington DC.

- 2. Embassy's website https://dee.com/bassy.org/bases.com/c=65 and Central Procurement Portal (CPP) at <a href="https://dee.com/
- 3. The bids should be submitted in three sealed envelopes (Envelope-A "Eamest Money Deposit" through a cheque, banker's cheque or Demand draft for US\$1,000.00 in favour of 'Embassy of India', Envelope-B "Technical Bid Documents", and Envelope-C "Financial Bid Documents"). Three envelopes containing "A", "B" & "C" shall be duly superscribed with above titles and put in another sealed envelope superscribed with the title "Proposal for Integrated Facility Management at Embassy of India located at 2107 & 2536 Massachusetts Ave, NW, Washington DC 20008."
- 4. Last date for receipt of bids is 15 July, 2019 at 1200 hours.

Mr. Je

(S. Gopalakrishnan) Head of Chancery Embassy of India Tel: 202.939.7767

Email: hog. vashing len @mea.go.din

TENDER NO. 12/2019

Bids are solicited by the

Embassy of India, Washington DC

for

Integrated Facility Management

at the Embassy of India Chancery Buildings located at

- 1. 2107 Massachusetts Ave, NW, Washington DC
- 2. 2536 Massachusetts Ave, NW, Washington DC

Reference Number:

WAS/PROP/872/19/2017

Date:

20 June 2019

Mandatory Site Visit:

24 June, 2019

Due Date for receipt of Bids: 15 July, 2019 Designated Contact: Mr. S. Gopal:

Mr. S. Gopalakrishnan, Head of Chancery

Tel: 202-939-7000 Ext.7767 Email: hoc.washington@mea.gov.in

INTRODUCTION

Embassy of India (EOI) is seeking an Integrated Facility Management Contractor (referred hereinafter as the "Contractor"), to enter into a one year renewable contractual agreement, to provide full service – professional building and grounds operation, maintenance and management services. Bidders would be required to provide a quote for all administrative services, and building services. This solicitation is being advanced through an Open Tender process. The firm that provides the best value for EOI would be selected. This Tender Notice outlines the terms and conditions, and all applicable information required for submitting a Bid. Bidders are requested to pay close attention to the bid submission date and time to prevent disqualification.

MINIMUM BIDDER QUALIFICATION

EOI's intent is to ensure that only qualified and reliable contractors enter into a contract to perform the work as defined in this document. Accordingly, EOI considers the following qualification as a pre-requisite to be considered as a qualified bidder:

Bidder must currently and for the past two consecutive years immediately prior to the bids due date manage at least four Office Buildings consisting of a total of at least 75000 square feet of gross building area. At least one of the four office buildings must be located in Washington DC region, and be at least 22950 square feet of gross building area. Services provided by bidder for these buildings must be as a full operations, maintenance, and management contractor.

MANDATORY PRE-TENDER MEETING / SITE VISIT

Bidders intending to submit a bid will be required to attend a mandatory pre-tender meeting/site visit which will include an informational meeting and a tour of the building on a date and time to be indicated separately. This would be the only date and time available for inspection. Alternate dates for additional site inspections will not be available. The session will consist of a brief introduction, tour of the building and conclude with a wrap up Q&A session. Attendees will be required to participate in the entire session. Failure to do so will result in rejection. Note that this process is expected to take several hours and attendees should prepare accordingly. Failure to attend the mandatory pre-tender meeting/site visit will result in rejection of the bids.

Bidders are strongly encouraged to pre-register at least 48 hours in advance via email. Failure to register timely may result in not being allowed access to the event and therefore being unable to submit a responsive bids. A maximum of two persons may attend for each bidder. The e-mail must include:

- Legal name of Tenderer (Contractor name)
- Name and title for each person attending
- E-mail address and telephone number for person to contact regarding any updates to the Tender.

Upon registration, the Bidders will be given the meeting location details. It is recommended that attendees arrive at the at least fifteen minutes prior to the scheduled time with photo identification. The pre-tender meeting/site visit will provide an opportunity for bidders to see first-hand the existing equipment, the tasks to be performed and the special needs of the facility. Questions during the pre-tender meeting/site visit shall be permitted, which may be asked during the Q&A session. Verbal answers are not official answers. All questions asked at the conference or after the tour must be submitted via email to the designated contact within 2 days of the meeting. Official answers to all questions will be distributed in the form of an addendum via email to all attendees of the mandatory pre-tender meeting/site visit. Only answers provided by addendum are considered official. If there are any questions Bidders would like addressed at the pre-tender meeting/site visit, Bidders should submit them in writing to the designated contact two days prior to the date of the meeting/site visit.

SUBMISSION OF BIDS

In order to evaluate bids fairly and completely, Bidder should follow the format set forth herein and provide all the information requested. All items identified must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements and format may result in rejection of the bid.

TECHNICAL BID

Cover Letter

The cover letter must confirm that the Bidder will comply with all the provisions of this solicitation and should state that, should the contract be awarded to your company, you would be prepared to begin in accordance with the provisions. The cover letter must include the full contact information of the person(s) EOI shall contact regarding the Bid. A Bidder's representative authorized to make contractual obligations must sign the cover letter.

Minimum Qualifications

Bidder must provide the following information for the contracted facilities:

- Facility statistical data (square feet, building use / purpose, name of building owner, etc.)
- Beginning and ending of contract term dates, reference contact information (name, title, phone number and e-mail address)

A list of services provided for each contract; identify if these services are performed by the bidder or contracted out.

EOI may contact these references. It is the Bidder's responsibility to ensure that the reference contact can be reached and will be able to verify information.

TRANSITION PLAN

Upon award of contract by EOI, the Contractor, the Contractor's transition team and appropriate sub-contractors will have access to the Facility and all operating systems therein. The Contractor shall provide with a written tentative Transition Plan describing how they would prepare for commencement of on-site services, which should include but not be limited to the following:

- The makeup of the transition team;
- A schedule of milestones/deliverables for the successful transition of all building services.

PLAN OF OPERATION

The Contractor shall provide a written Plan of Operation which should include but not be limited to the following:

- In Bidder's own words, their understanding of the issues and tasks of the facility at hand.
- Bidders are required to present a detailed description of the methodology to be used by their firm in achieving the objectives and accomplishing the tasks described in this solicitation. This detail should include but not be limited to providing specific information containing the following:
 - i. Customer Service Approach; What is the Contractor's approach to obtaining optimal results regarding the fulfillment of client requests?
 - ii. Indicate the anticipated breakdown of work to be performed directly by Contractor's onsite staff, and the specific work to be subcontracted. Specifically, identify your intended plan for each and every service.
- iii. Corporate Support of On-site Personnel; What will be the specific duties of the on-site personnel? What other type of corporate support will be provided?
- iv. What are the latest technologies and equipment that you propose to utilize within this contract?
- v. Your plan for the delivery of Itemized Services utilizing in-house and sub-contractors
 - o For each building service category as described in Item 2 (Itemized Building Services) and Item 3 (General Repairs, Supplies and Services) describe your proposed method of delivering these services, including labor, materials and equipment, broken down by in-house vs. sub-contract providers.
 - Name of the firm intended to provide the service. Your experience with the intended firm.
 - Name, phone number and e-mail address of the firm's primary contact regarding the arrangement.
- vi. Equipment List the specific equipment that will be utilized to complement and/or augment the equipment provided by EOI. Provide a complete inventory that will be stored at the building.
- vii. List the sources of supplies and materials that will be utilized to support all aspects of building operations at each of the buildings.
- viii. Recordkeeping and Reporting

On-Call Services/Resources

 Provide statements and submissions to convince EOI that your Company has the ability, with a proactive approach, to respond quickly with both resources and proper equipment to both minimize damages and perform any needed repairs / clean-up operations.

QUALIFICATIONS

Bidders are asked to describe their capabilities to provide the services requested in this Tender Notice. The Bidder shall provide:

- a. An explanation of why their firm is the best qualified to perform the duties defined herein and demonstrate its qualifications including an item-by-item disclosure outlining how the bidder meets the requirements of this tender notice.
- b. A description of any specific experience and qualifications in building management and any specific experience it has in each of the particular building operations and management disciplines.
- c. A sample (or actual if available) of a Facility Operations Manual containing actual procedures developed, reports generated, forms utilized, staffing plans, emergency management plans and other pertinent data that will assist the EOI to determine the technical merit of the tenderer.
- d. A detailed description of the qualifications of each sub-contractor proposed for each of the Itemized Building Services.

REFERENCES

Bidders shall provide the following reference data for each of the facilities being maintained, including those identified under 'Minimum Bidders Qualifications'. EOI may contact the references at its option. The reference data must include:

- a. The type/usage of building;
- The building's interior gross square footage;
- c. Contract term/duration;
- d. Building owner/contract client name;
- e. Client contact person;
- Contact person's title, address, telephone number, and email.

STAFFING / STAFFING PLAN

The Bidder shall provide a staffing plan indicating the proposed deployment of management, engineering and technical staff at the building which shall include but not be limited to providing the following services:

- a. Building Management,
- b. On-Call Response,
- Routine Preventative Maintenance,
- d. Repairs and Improvements,

- e. Financial Administration and Reporting,
- f. Use of sub-contractors.

Your plan of approach to the assignment of in-house staff services described in this Tender:

- Describe your detailed plan to cover all shifts of onsite personnel in the case of an absence (i.e. illness, personal day or vacations), broken down by full time and part time employees and how you project work schedules and shifts against the Tender requirements.
- o Will work be performed by specialized teams?

The staffing plan format and specific content is left to the discretion of the bidder. However, please note that the staffing plan will be considered in the technical scoring.

The Bidder shall provide:

- The size and experience of the corporate staff pool from which staff assigned to the management contract can be drawn.
- The level of staff to be assigned to this project. Identified staff must have direct building maintenance related experience.

The composition of the staff / team the Bidder shall dedicate to the building including:

- a. Their function in the Contractor, title, role in this contract and number of years' service with the Bidder's firm name.
- b. Detailed resumes for the specific individuals designated to work on this contract, specifying educational and work experiences deemed relevant to the type of work to be undertaken.
- The name of the person or persons designated as the onsite "Property Manager" that will be responsible for the day-to-day coordination between tenant representatives and work efforts of onsite employees as well as subcontractors, for the building. In addition, provide the name of the corporate representative/Property Manager's supervisor who will be responsible for the Property Manager(s) performance, indicate corporate representative's availability to EOI if needed to resolve issues. Information to be provided regarding the Property Manager and his/her supervisor is to include:
 - Contact information, complete resume
 - b. Length of career in providing Building Management Services;
 - c. Professional designations;
 - Number and size of buildings managed in the last three years.
- The name of the person or persons designated as the "Chief" Building Engineer that will be responsible for the overall management, supervision of all building mechanical, electrical systems, and staff.

Information to be provided regarding the "Chief" Building Engineer and his/her supervisor is to include:

- a. Contact information, complete resume
- b. Length of career in providing Building Engineering Services;
- Professional designations;
- d. Number and size of buildings managed in the last three years.

EOI retains the right to request additional information from Bidders, pertaining to the Bidder's ability, qualifications, and procedures proposed to accomplish all work specified under this Tender.

Bidder must submit verifiable proofs of all minimum requirements for Engineer and Chief Engineers/Manager as detailed in this Tender document.

COST BID

Bidder must submit a completed Cost Bid Form

Company Information

In response to this Tender Notice, all Bidder's must provide the following:

- a. Headquarters/Parent Company locations
- b. History of Firm
- c. Internet Web site Address (if any)
- d. Organization Chart of Business Entity
- Office Locations and Total Number of Employees at each
- f. Primary and Secondary Business (core competencies)
- g. Client List
- Home office address and telephone number and local office address and phone number.

Important Note:

A Bidder shall be registered with the District of Colombia authority as an entity authorized to conduct business in Washington DC at the time the bid is submitted.

Evidence of Bond

With bid submission, without expense to EOI, the bidder shall provide evidence of bond ability in the sum of \$500,000.00. Acceptable evidence of bond ability is a writing issued by a bank, bond company, or bond agency guaranteeing issuance of a bond, payable to Embassy of India, in the amount required and for the term of any contract resulting from this Tender. See Section - Bonding Requirements.

Instructions for packaging Tender response

Bidders must submit the bid in two separate packages:

<u>Package 1</u> containing Administrative & Technical bid [2 copies of technical; 2 copies of administrative bid - ALL ORIGINAL SIGNATURES]

Package 2 containing Cost Bid

Bid forms received after the bid due date and time will be considered late and non-responsive.

The bid documents must be submitted by certified mail, hand delivery or courier in packages showing the following information on the outside:

- Super-scribe 'Bid for Integrated Facilities Management at EOI Buildings'
- b. Tenderer's complete name and address
- c. Tender Notice Number (this document)
- d. Bid Due Date and Time

Failure to complete all information on the bid envelope and / or packages may necessitate the premature opening of the bid and may compromise confidentiality.

None of the documents will be accepted electronically.

Bid Validity

Bids must remain open and valid for 120 days from the due date, unless the time for awarding the contract is extended by mutual consent of EOI and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 120-days period until either tentative award of the contract(s) by EOI is made or withdrawal of the bid in writing by Bidder.

ADMINISTRATIVE INFORMATION

Method of Contract Award

A single award shall be made to the Bidder who has the best value responsive and responsible bid. Upon determination of the best value bidder, a Service Agreement, a sample of which is attached to the Tender Notice as Appendix C - Sample Contract shall be completed.

Term of Contract

The effective date of contract shall be communicated at the time of communicating the award of contract. The contract shall initially be for a period of three years from the date of beginning on-site operations, which would include a 30-days transition period.

EOI retains the right to cancel this contract in the event of unsatisfactory work, provided that the Contractor is given at least thirty (30) days written notice of the intent to cancel. Any cancellation

by EOI under this section shall in no event constitute or be deemed a breach of any contract resulting from this Tender and no liability shall be incurred by or arise against EOI, its agents and employees therefore for lost profits or any other damages resulting therefrom.

Price

All Bidders must submit their cost using Attachment 1 marked "Cost Bid Form". Any additions, incompletion, altering qualifiers, assumptions or clarifications to the cost bid form will result in rejection.

The following descriptions are provided as a guideline where EOI would expect bidders to include specific costs. However, bidders should consider the amount provided in Item 3, and ensure that their not-to-exceed prices bid in Items 1 and 2 are sufficient and inclusive of all associated costs. Note also that any costs associated with transitional preparations at the beginning of the contract term are not specifically reimbursable. Pricing will be represented in accordance with the cost bid form(s) consisting of the following items:

Item 1: Administrative Services

This category includes Property Management Fee, professional fees, insurance, salaries, payroll taxes and Workers Compensation, and employee benefits.

- Property Management Fee shall include the cost of off-site corporate building management and administrative personnel, all overheads, profit, all administrative expenses including payroll processing cost, auditing, required background checks, accounting, reporting and other requirements. EOI shall provide adequate work space for the Contractor's on-site staff at no cost, but is not responsible for providing furnishings or equipment such as furniture, computers, copying and fax machines, software, telephones and cell phones, office supplies etc.
- Professional Fees shall include but not be limited to, third party accounting, legal, architectural/engineering, design, etc.
- Insurance (refer to Section Contractor Insurance Requirements)
- Salaries shall include all on-site personnel employed by the Contractor e.g.: Property Manager, Chief Building Engineer, technicians, administrative support staff, as well as on-call assessment, etc.
- Payroll taxes and Workers Compensation, Employee Benefits, associated with the Salaries listed above.

Bidders shall provide a lump-sum annual not-to-exceed price for the Administrative services outlined above.

Item 2: Itemized Building Services

For BASE BID services, bidders shall provide individual lump-sum not-to-exceed prices for each of the Itemized Building Service categories for the building. Pricing shall be inclusive of all labor, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B, and shall be broken out on the bid form into the portion provided

directly by the contractor, and any portion that will be provided by sub-contractors. These Itemized Building Services represent a portion of the total cost to operate, maintain, and manage the building.

Item 3: General Repairs, Supplies and Services

Bidder will not provide a bid for this item. Contractor will be obligated to provide all required services in this category within the budgeted amount per year. The total of Items 1 through 3 above will be used (added together) to form a total bid value. The Total Bid Value will be used for evaluation purposes. The submitted bid of the awarded contractor, Items 1 and 2, combined with the value of Item 3 will be used by EOI in establishing the total contract value. The total contract value shall not be exceeded without formal written approval by EOI. The contractor is cautioned to monitor the expenses against the total contract value. Services performed exceeding the established contract value shall not be compensated.

Method of Payment

Hem 1 (Administrative)

The cost will remain static for a period of first three years. The annual Property Management Fee is to be claimed in twelve (12) equal monthly installments, for each year of the agreement. The contract shall be considered for further renewal on mutually agreeable terms at the end of the three year period.

Item 2 (Itemized Building Services)

Property Manager shall make payment to the Contractor on an as-needed basis for expenses under this category. Payments for Base Bid services within this category shall not exceed the Base Bid amounts for each item at the building.

Hem 3 General Repairs, Supplies and Services

Payment under this category shall be made on an as-needed basis. All actual, necessary and appropriate expenses for general repairs, supplies and services in this category will be processed on a "pass through" basis with no mark-up allowed.

EOI being a diplomatic mission and tax-exempt, no tax shall be charged/payable for supplies and services. Tax exemption should be obtained for all purchases made for providing necessary services to the building.

BONDING REQUIREMENTS

With Bid Submission

Without expense to EOI, the bidder shall provide evidence of bond ability in the sum of \$ 500,000.00. Prior to actual performance under this contract, without expense to EOI, the Contractor shall supply a \$ 500,000.00 surety bond or irrevocable letter of credit in a form

satisfactory to EOI, conditioned upon the faithful performance of this contract in accordance with the intent and purpose thereof. The bond or letter of credit must remain in effect for the duration of the contract term.

DISPUTE RESOLUTION

It is the policy of the Embassy of India to provide Bidders with an opportunity to administratively resolve disputes, complaints or inquiries related bid solicitations or contract awards. EOI encourages vendors to seek resolution of disputes through consultation. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes.

PRIME CONTRACTOR RESPONSIBILITIES

EOI will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the solicitation, and the contract resulting from the solicitation. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of subcontractors who carry out any of the provisions of any contract resulting from this solicitation. All persons/contractors hired, paid and/or supervised by the Contractor, shall be the Contractor's employee or its subcontractor's employee and not the EOI's employee.

EVALUATION AND SELECTION PROCESS

The bids shall be evaluated and scored based upon the criteria set forth in this Section. Bids will be evaluated for best value to the EOI.

A Tender Evaluation Committee of the EOI will evaluate each bid and initially determine whether a bid is responsive to the requirements.

EOI requests that Bidders submitting responsive bid provide oral presentation at the facility, covering major points of their bid. The presentation shall be given on a date, time and location to be decided by EOI. Information provided during the oral presentation will be considered in the technical scoring. In addition to key corporate personnel being present for the oral presentation, EOI requests the presence of key onsite personnel being proposed for the project also to be present.

The committee shall subsequently evaluate each responsive bid for items (i) to (iii) listed below,

All cost bids from responsive Bidders shall be evaluated subsequently. The cost bid with the lowest grand total will be awarded the maximum possible points, (refer to item (iv) listed below). Each subsequent bid will receive a proportionate number of points. Each of the cost bid points will be added to the score from the Evaluation Team for items (i) to (iii).

Scores from each of the Bidders will be accumulated and the Bidders having the highest score will be ranked number one; the Tenderer with the second highest total score will be ranked number two and so on.

(i) BIDDERS EXPERIENCE (15%)

Each bid will be evaluated as to the quality of its relevant experience (including that of its proposed employees) and length of service in both the industry and with the Bidder, demonstrating its ability to perform the required services.

(ii) PLAN OF OPERATION (50%)

Each bid will be evaluated as to the completeness of and the extent to which the operational plan meets the goals and requirements of the Solicitation.

(iii) QUALITY AND COMPLETENESS OF BID (5%)

Each Bid will be evaluated as to the extent to which the bid satisfies and addresses each requirement of the Solicitation. Consideration will also be given to the overall organization of, and ease of navigation of the submitted bid.

(iv) CONTRACT FEE (30%)

The cost to EOI will be evaluated in relation to all cost bids submitted by responsive bidders.

NOTIFICATION OF AWARD

After the evaluation, all Bidders will be notified of the name of the selected Bidder. The selected Bidder will be notified that their submitted bid has been selected and that a contract will be forthcoming for execution. The original bid, and any additions or deletions to the bid become part of the contract.

STATEMENT OF WORK

Facility Description

The Embassy of India has two Chancery Buildings located at :

- 1. Chancery I Building is a 5-storeyed building, constructed in 1885 and is located at 2107 Massachusetts Ave, NW, Washington DC 20008. In actual the Chancery I building is combination of two buildings one 5 storyed and total gross area of buildings is approx. 35,000 Sq.ft. Both buildings have basement, which has some offices and storage. The back of the building has a parking lot approx. 2, garage and some rooms for residential use.
- Chancery II Building is a 2-storeyed building, constructed in 1961, and located at 2536
 Massachusetts Ave, NW, Washington DC 20008. It has gross area of 15000 sq.ft. II.

has a basement with offices and two residential rooms. There is a parking lot behind the building for parking of around 20 cars.

General Responsibilities

The selected Integrated Facility Management Contractor will be required to provide full service, professional building and grounds operation, maintenance and management services that must include but not be limited to the following services:

- a. Provide all labor, materials, tools and equipment required to perform all services;
- Manage and supervise all sub-contracts/sub-contractors related to providing building and grounds services at each Facility;
- c. Provide daily responsiveness to EOI, other responsibilities as requested / required by EOI.

Professional Property Management

The services of the Company are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and careful manner so as to manage and supervise the operation, maintenance and servicing of the properties in a manner that is comparable to those found in other multi-tenanted office properties.

Staffing

It is the contractors' responsibility that all personnel shall have any and all required training, certifications, credentials, etc. required for the work being performed.

The Contractor shall provide an adequate number of full time dedicated Operating Engineer(s). A minimum of one engineer must be present at all times and on all days. Contractors will provide a proposed staffing plan, to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how the company proposes coverage in the event of vacation, sick days, and after hour events.

The Operating Engineer(s) will be responsible for all operational duties as directed by the Facility Manager. These duties may include, but not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions. The contractor's staff shall also have a basic knowledge and be responsible for basic carpentry, electrical and plumbing repairs.

The Facility Manager shall have the right to change shift coverage, as necessary depending on the seasonal needs. (e.g. cooling and heating seasons.)

Any emergency responses should be answered by the Engineer(s) scheduled for the site or any qualified engineer from the Contractor able to arrive on the facility in the shortest response time.

Engineer Minimum Requirements

- Must be able to clearly read and, write and speak the English language.
- Must have a valid driver's license.
- Must have extensive experience in the operation of computerized building management.
- Must have at least 5 years' experience as an engineer in a similar sized facility.
- Must have at least 3 years' experience in general plumbing and electrical work.
- Must have a valid COQ-Refrigeration Engineer licensed issued by the DC Board of Industrial Trade or equivalent.
- Must have a valid S-12 City Wide Sprinkler Systems issued by the DCRA or equivalent.
- Must have a valid S-13 City wide Standpipe System issued by the DCRA or equivalent.
- Must report to the Facility Manager

Chief Engineer / Manager Minimum Requirements

- Must have all of the above qualifications as well as:
- Must be preficient with the use of Microsoft WORD, Excel, Outlook, etc.
- Minimum ten (10) years of experience in facilities operations and administration, five
 (5) years of which must have been in a supervisory/management capacity
- Must have at least 3 years' experience in general plumbing and electrical work,

Recordkeeping

Establish and maintain orderly books, records and files; containing reports, insurance policies, correspondence, receipted bills, contracts, vouchers and all other documents and papers pertaining to the Facility and the operation and maintenance thereof, and made available to EOI upon request.

SCOPE OF WORK

Detail of Contractor Services

The Contractor is advised that the EOI expects that onsite Contractor personnel will perform virtually all routine maintenance and repairs, with the following exceptions:

- The contracts for Security Guard Services for the facilities will be held by the EOL
- Contracts for Janitorial Services for the facilities will be held by the EOI.
- Garden Maintenance Services for the facilities will be held by the EOI
- The Contractor shall be responsible for the day-to-day oversight of the above referenced.
 EOI held contracts.
- The Contractor will not be responsible for property taxes or utility expenses such as water, electric, gas or sewer.

EOI reserves the right to reject and bar from the facility any employee hired by the Contractor and/or sub-contractors.

The Contractor shall fully operate, maintain and manage the building, within the price bid for the following categories.

Item 1: Administrative

- Employee Benefits
- Insurance
- Payroll Taxes and Workers Compensation Insurance
- Professional Fees
- Property Management Fee
- Salaries

Item 2: Itemized Building Services

Statements of Work for these services are included in Exhibit B of this solicitation. Bids quoted for these itemized building services on the Attachment 1 - Cost Bid Form, shall represent the salary for contracted and/or sub-contractors, materials and supplies necessary to complete the scope of work associated with each itemized service as detailed in Exhibit B.

- Building System Controls
- Life Safety Systems
- Air Conditioning
- HVAC
- Elevator Maintenance and Repair
- Integrated Pest Management
- Exterior Window Cleaning (twice a year)
- Façade/stucco & doors cleaning (thrice a year)
- Electrical Switchgear Testing and Maintenance

Item 3: General Repairs, Supplies and Services

Will include but not limited to items such as the following:

- Painting and decor
- Doors and glass
- Flooring
- Sidewalks
- Roofs
- Building Systems Plumbing, Electrical, Mechanical/HVAC
- Tools and equipment
- Ceiling/Floor systems
- Lighting systems
- Sound masking
- Overhead doors

Any Additional services related to Item 2 - Itemized Building Services (services outside of the scope as detailed in Exhibit B) and Item 3.

Process for Additional Works/Services

Additional Works/Services shall be considered repairs, upgrades, and/or any work performed other than for the service categories described in Item 2 / Exhibit B (Itemized Building Services) and Item 3 and shall only be performed when pre-approved in writing by EOI.

PROCESS: For expenditure upto \$ 400.00 - The Contractor shall prepare a detailed quote for preapproval. The quote must detail the scope of services, and include a breakdown of how the services are to be performed, e.g. in-house staff, contracted services, or combination thereof, etc. The Contractor, where the expenditure is estimated between \$401 to \$4000.00, shall obtain multiple bids (preferably 3 or more) and provide bid tabulation, and an award recommendation. Supporting documentation for all bids shall be retained on file by the Contractor and made available to FOI upon request. Upon satisfactory completion of the work, Property Manager shall authorize payment(s).

For the works above \$4000.00, EOI will invite bids through GOI tendeting process and award the job to the lowest bidder.

EOI may also seek bids from other contractors available locally.

On completion of the additional works, the IFM will do the regular maintenance.

Facility Condition Assessment

The Contractor shall provide a Facility Condition Assessment for the building, which will detail the overall facility conditions and its specific operating systems. The initial assessment shall be provided to EOI as soon as practicable, and not later than forty-five (45) days subsequent to the contract commencement date, and annually thereafter.

Based upon the Contractor's continuous operations and monthly maintenance of the facility systems, the Contractor shall, as appropriate, make interim recommendations to EOI at any time during the year.

Facility Handbook

The Contractor shall provide a Facility Handbook for the building, which will include a number of key documents that are required for facility operation. These documents shall include, but not be limited to:

- Building Security Plans
- Building Evacuation Plans
- Building Rules and Regulations
- Building Directory

- Building Fire Features
- Building Operational Plan

Background Check

For security reasons, all prospective Contractor employees and its subcontractors providing services within the building are to be properly screened in accordance with EOI provided background check guidelines (see Exhibit A – Background Check Requirements).

Operation and Maintenance Responsibilities

Maintain Building Premises

Maintain the building's premises and building systems in accordance with generally accepted standards, manufacturer's recommendations, EOI standards, and applicable codes, rules and regulations, and as otherwise may be deemed advisable. Where specifications or standards are not included herein or later provided by EOI, maintenance shall be in accordance with manufacturer's recommendations and standards. EOI reserves the right to engage the services of contractors to service or install specific equipment or make alterations. In these instances, the Contractor will coordinate with the agencies and such contractors at no additional cost. Contractor shall insure that maintenance and repairs are performed by trained and/or certified technicians as appropriate, and be scheduled so as to minimize interference with the normal operations. Contractor will maintain a physical inventory of supplies and tools on hand at all times.

Operation and Maintenance (O&M) Manual

The Contractor shall provide an O&M Manual for the building to document the administration, management, and performance of non-maintenance activities to keep the buildings safe and functioning as designed. In addition, the documented maintenance shall include reoccurring preventative maintenance activities necessary to maintain or restore the building systems to a safe and functioning condition.

Computerized Maintenance Management System (CMMS)

The Company agrees to implement and maintain a Building Management software program at the Company's sole cost and expense. The software program will be used by the Company to include but not be limited to; work order management, project tracking, inventory of facility assets (building/equipment assets, and report generation).

On-Call Services

The Contractor shall be on call and be the single initial point of contact to provide on-site, on-call as needed on a twenty-four (24) hour, seven (7) days a week basis.

Equipment Replacement

Ensure that any equipment to be replaced shall be new and manufactured by a reputable manufacturer. The equipment shall be the same as, better than or equal to the original equipment. All substitutes for the original manufacturer's equipment should be ENERGY STAR compliant. **BUDGETARY RESPONSIBILITIES**

Develop Annual Operating Budgets

The annual budget period for Operating Expenses shall be April 1 through March 31,

For the initial budget period, the Contractor shall submit an Operating Expense budget for the balance of that budget period, as well as a budget for the upcoming full year, not later than (60) days after the contract commencement date.

By August 1st of each subsequent year, the Contractor shall, submit an annual Operating Expense budget for the next fiscal year, for EOI's approval.

Improvement Plans and Budgets

Contractor shall submit five-year Improvement Plans and Budgets for the facility, based upon a thorough assessment of all building systems and components listing the annual amount and monthly distribution of planned expenditures.

Termination

EOI may, upon thirty (30) days notice, terminate the contract resulting from this Tender in the event of the awarded Bidder's failure to comply with any of the bid's requirements. In addition, EOI shall have the right, in its sole discretion, at any time to terminate a contract resulting from this Tender, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination by EOI under this Section shall in no event constitute or be deemed a breach of any contract resulting from this Tender and no liability shall be incurred by or arise against the Embassy of India, its agents and employees for lost profits or any other damages.

Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this Solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the Embassy of India, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this Solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any

contract resulting from this Solicitation, Such indemnity shall not be limited to the insurance coverage herein prescribed.

Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

Undertaking

It is understood that Bids submitted in response to this Tender Notice would be in compliance with all the conditions laid herein.

Appendix C Sample Contract Tender No. 12/2019

AGREEMENT FOR

Integrated Faculty Management
At following locations:2107 Massachusetts Ave, NW, Washington DC 20008
2536 Massachusetts Ave, NW, Washington DC 20008

THIS AGREEMENT, made this India, whose offices are at 2107	day of Massachusetts /	, 201 Ave, NW,	9 by and bet Washington	ween the Em	ibassy o. ind 2536
Massachusetts Ave, NW, Washi Name), (hereinafter called "Contra	ngton DC 20008	(bereinaft	er called "E0	OI''), and IC	ompany
	WITNESS	ETH:			

WHEREAS, FO! has determined after having solicited bids from bidders willing to provide facility management services, that the Contractor submitted the bid affording the EOI the best value for such services and that the Contractor possesses the necessary capacity, experience and expertise for provision of Integrated Facility Management, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

EOI shall pay the Contractor for all (SERVICE PROVIDED) fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's bid attached hereto as Appendix "C".

2. TERM

This Agreement shall commence upon approval and will be in effect for three (3) years, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Bids, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

The EOI may, upon thirty (30) days notice, terminate the contract resulting from this solicitation in the event of the awarded Bidder's failure to comply with any of the bid's requirements unless the awarded Bidder obtained a waiver of the requirement. In addition, EOI may also terminate any contract resulting from this solicitation upon ten (10) days written notice if the Contractor makes any arrangement for assignment for the benefit of the creditors. Furthermore, EOI shall have the right, in its sole discretion, at any time to terminate a contract resulting from this solicitation, or any unit portion thereof, with or without cause, by giving thirty (30) days written notice of termination to the Contractor. Any termination by EOI under this Section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against the Embassy of India, its agents and employees therefore for lost profits or any other damages.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six (6) years following the close of the fiscal year to which they pertain and will be made available to representatives of EOI, as may be necessary for auditing purposes, upon request.

6. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the EOI and, therefore, are not entitled to any of the benefits associated with such employment or designation.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

8. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil

strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, at the addresses set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

By:	By:			
For Embassy of India, Washington DC	For the Contractor (Name of Company)			
Namer	Name:			
Title:	Title: Federal ID No.			
Federal ID No.				
Date	Date			

Exhibit A

BACKGROUND CHECKS

Requirements

Requirements of this clause apply to the successful bidder (Contractor) of the contract who will be performing on-site work for EOI under the contract resulting from this solicitation. The cost to the Contractor for performing requirements of this section, shall be included in the bidder's response to this solicitation.

Applicability

- (1) Contractors shall perform background checks and make suitability determinations on contractor employees before the individual employees can perform on-site contract services for the EOI.
- (2) Contractor shall maintain a continuous list of background checks and suitability determinations noted above, and shall provide this list to the Facility Manager prior to the contract commencement date. The list shall be updated and resubmitted to the Facility Manager as changes occur, continually keeping the Facility Manager updated.

Background Check

- (1) The Contractor is responsible, at its own expense, for completing background checks and making suitability determinations on its employees prior to the employee beginning on-site work. Compliance with the requirement for performing a background check and making a suitability determination shall not be construed as providing a contractor employee clearance to secured areas. Contractors are required to maintain records of background checks and suitability determinations for the term of the contract, and to make them available when requested.
- (2) At a minimum, the background check and suitability determination must include an evaluation of:
 - (i) Verification that the individual is not listed on a national watched person database.
 - (ii) Criminal History checks (using a national database that contains criminal histories and supplement this search by checks of DC Metropolitan Police Department and comparable searches of states where the person has lived, worked or attended school during the past 5 years) Or by obtaining the record of convictions from DCMPD directly and from their equivalents from other states where the person might have lived, worked or attended school during the last 5 years;
 - (iii) DMV driving records;
 - (iv) Social Security Number trace;
 - (v) Verification of U.S. citizenship or legal resident status; and
 - (vi)Residence (past 3 years) (should be requested on employment application to compare against data from DMV license and other searches for verification).

Background Check Guidelines

- (1) In making a suitability determination, the contractor shall consider the following factors and evaluate them against the work to be performed, the performance location, and the degree of risk:
 - (i) Any loyalty or terrorism issue;
 - (ii) Patterns of conduct (e.g., alcoholism/drug addiction, financial irresponsibility/major liabilities, dishonesty, un-employability for negligence or misconduct, criminal conduct);
 - (iii) Dishonorable military discharge;
 - (iv) Felony and misdemeanor offenses;
 - (v) Drug manufacturing/trafficking/sale;
 - (vi) Major honesty issue (e.g., extortion, armed robbery, embezzlement, perjury);
 - (vii) Criminal sexual misconduct;
 - (viii) Serious violent behavior (e.g., rape, aggravated assault, arson, child abuse, manslaughter);
 - (ix) Hegal use of firearms/explosives; and
 - (x) Employment related misconduct involving dishonesty, criminal or violent behavior.
- (2) The contractor shall evaluate any adverse information about an individual by considering the following factors before making a suitability determination:
 - (i) The nature, extent and scriousness of the conduct;
 - (ii) The circumstances surrounding the conduct;
 - (iii) The frequency and recency of the conduct;
 - (iv) The individual's age and maturity at the time of the conduct;
 - (v) The presence or absence of rehabilitation and other pertinent behavior changes;
 - (vi) The potential for pressure, coercion, exploitation, or duress;
 - (vii) The likelihood of continuation of the conduct.
 - (viii) How, and if, the conduct bears upon potential job responsibilities; and
 - (ix) The employee's employment history before and after the conduct.

Each suitability determination should be documented in a narrative. If negative items are mitigated by subsequent passage of time or completion of substance abuse programs this rationale should be included in the narrative. A negative suitability determination must be supported by a finding that the adverse information has a direct bearing on the potential job duties or that it is deemed sufficiently serious to bar the employee from a State site.

Employee Removal

Whenever a contractor becomes aware that any employee working at an on-site location under EOI contract becomes an unacceptable risk, the contractor shall immediately remove that employee from the site, notify that such a removal has taken place, and replace them with a qualified substitute. Prior to commencement of on-site contract performance, the contractor shall notify the EOI that the background checks and suitability determinations required by this clause have been completed for affected individuals.

Tender No.12/2019 Exhibit B

Itemized Building Services

Exhibit B-1

This exhibit includes maintenance and repairs of the following building Systems:

- Building System Controls
- Life Safety systems
- HVAC
- Air Conditioning

Building Systems Maintenance and Repairs

Examination of Existing Building and Contract Documents

Prior to entering into contract, the IFM Contractor is under an affirmative duty to inform itself by personal examination of the specifications and location of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the work will be accepted by EOI as an excuse for any failure or omission on the part of the IFM contractor to fulfill every detail of all the requirements of the documents governing the work.

Security Procedures

The Facility has security policies which must be followed. The IFM Contractor will work with EOI to obtain necessary clearances. The IFM Contractor may be required to provide information such as, but not limited to; the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc.

Staffing

It is the contractors' responsibility that all personnel shall have any and all required training, certifications, credentials, etc. required for the work being performed. The Contractor shall provide an adequate number of tull time dedicated Operating Engineer(s). The Contractor shall provide a proposed staffing plan, to include scheduled shifts and hours of the required engineering staff as well as any additional staffing proposed. Plan must also detail how the company proposes coverage in the event of vacation, sick days, and after-hour events. The Chief Operating Engineer(s) will be responsible for all operational duties as directed by the Facility Manager. These duties may include, but are not limited to such things as starting and stopping system equipment, monitoring gauges or alarms, and reporting changes in operating conditions to the Facility Manager and, if necessary, taking appropriate action to react to these conditions. The contractor's staff shall also have a basic knowledge and be responsible for basic carpentry,

electrical and plumbing repairs. The Facility Manager shall have the discretion to manage and adjust the shift times to provide this coverage. The Facility Manager shall have the right to change shift coverage, as necessary depending on the seasonal needs. (e.g. cooling and heating seasons.) Any emergency responses should be answered by the chief Operating Engineer(s) scheduled for the site or any qualified engineer from the Contractor able to arrive on the facility in the shortest response time. The contractor shall be familiar with, and responsible for, all Life Safety Systems testing and inspection requirements, including but not necessarily limited to, Fire Alarm systems, Sprinkler and Standpipes, Fire extinguishers, etc. All testing and inspections shall comply with Washington DC code requirements.

Overtime

During the term of the contract, the Facility Manager may authorize the Contractor to use overtime in order to expedite major repairs. This authorization will be granted only in those instances where the Facility Manager has made a determination that such action is in the overall best interest of the organization. When this authority is granted, the Contractor shall pay its employees at a minimum, the overtime-hourly rate required by the District of Columbia State prevailing wage rate schedules, and EOI shall reimburse Contractor for the difference between the regular hourly rate and the overtime hourly rate.

Building Equipment and Systems

The IFM Contractor shall be responsible for all components not specifically listed that are supplemental to and a part of the operation of the overall system(s). Prospective IFM Contractors shall personally verify all equipment prior to bidding.

The equipment and systems listed below will be part of the building complete preventative and corrective maintenance:

- HVAC Systems and Ancillary Equipment and Controls
- Electronic Controls Energy Management System
- Plumbing Systems
- Electrical Systems
- Fire Alarm Systems
- LIVAC Systems and Ancillary Equipment and Controls

The IFM Contractor shall provide all labor, materials, spare parts and testing equipment for the performance of the complete preventative and corrective maintenance, inspections and tests. All equipment necessary for the performance of tests must be calibrated within twelve (12) months prior to the inspection. The IFM Contractor shall have an established calibration procedure and make calibration records available, if requested by EOI.

The IFM Contractor is responsible to remove from the site, at no additional cost to EOI, using environment acceptable procedures, all contaminated refrigerant, oil, and/or Jubricants. This also includes, but is not limited to debris generated by servicing and/or replacement of defective parts and equipment.

List of Building Assets & Equipment

Building Asset & Equipment Inventory located in this solicitation document, is a listing of all known major systems, system components, and equipment. This list is provided for bidder's information only to assist bidder in scoping and pricing their work. It is understood that the list is neither all inclusive nor completely accurate.

Statement of Work

The IFM Contractor's bid shall include complete maintenance and minor repairs, in every respect. Details of service not explicitly stated in this document but necessarily attendant thereto, is deemed understood by the Contractor and included herein.

Scope

The IFM Contractor shall furnish all material, labor, supervision, tools, supplies and equipment necessary to provide full maintenance services, including all inspections, adjustments, tests, parts replacement, and repairs necessary to keep the system(s) as originally specified by the equipment manufacturer or most recent upgrade specifications. All material and equipment furnished shall be new and in excellent working condition. All maintenance, adjustments, and repairs shall be in compliance with the equipment manufacturer's written recommendations.

Equipment, Wiring, and Circuit Changes The Contractor shall not make changes or alterations to the existing mechanical equipment, circuits, circuit wiring, or sequencing, and may not alter the original circuit or wiring design of the system(s) unless authorized in writing by the Facility Manager. The Contractor shall submit any such proposed change to the Facility Manager for approval, and shall include complete legible drawings and wiring diagrams, as well as a complete description of the proposed change. Prior to submitting the proposed change, the Contractor shall, at its own cost and expense, obtain comments from the original equipment manufacturer concerning the overall effect of such changes on the system. If changes are made, the Contractor shall provide the Facility Manager with exact copies of as-built drawings of the modifications including a complete description of the changes.

Minimum Preventive Maintenance Requirements

The IFM Contractor shall perform the necessary preventive maintenance required for safe and reliable operation, as specified by the manufacturer and applicable codes, rules and/or regulations. The preventive maintenance shall be performed timely and scheduled according to timeframes set by the manufacturer's recommendations. If specific equipment covered by this contract requires additional preventive maintenance, the IFM Contractor shall perform the required preventive maintenance without additional cost to the Facility Manager. Preventive Maintenance is defined as regularly scheduled work on the system/equipment that the Contractor shall complete, to accomplish the following:

- a) Ensure their safe, reliable, and continued operations,
- b) Prevent breakdowns due to worn part(s),
- c) Maintain system/equipment above the point where deterioration begins.

Acceptable performance will be based on the following criteria:

- a) Completion of the scheduled preventative maintenance as specified by the manufacturer's recommendations and applicable codes, rules and/or regulations,
- b) Completion of work check charts for each system/equipment components,
- c) All work required as a result of maintenance deficiencies noted as a result of State testing/inspections shall be completed within 30 working days of testing/inspection date. Within 3 working days of said test/inspection, Contractor shall provide the Facility Manager a schedule which includes but is not limited to; outlining the required scope of work and start and completion dates for the work.
- d) An increased frequency in service calls/trouble calls is not considered acceptable performance unless they occur by no fault of the Contractor such as acts of god or vandalism. A service call/trouble call is defined as a report of a malfunction made by the Facility Manager or designee and the Contractor's subsequent response to, and correction of, the problem. In addition, performance shall be unacceptable if the Contractor fails to repair or correct deficiencies reported to the Contractor and for which the Contractor is responsible.

Reporting Requirements

Maintenance Control Program (MCP):

Within fourteen (14) calendar days of contract award of this solicitation, the Contractor shall prepare and submit an approvable Maintenance Control Program, supported by written manufacturer's documentation and applicable codes, rules and/or regulations, to the Facility Manager for review and approval. The approved MCP shall include but not be limited to the following:

- a) The Contractor's approved MCP must include the number of preventative maintenance hours (including minor repairs) per month,
- b) The MCP must reflect the 12-month contract year cycle, beginning upon contract award,
- c) The MCP must articulate all required work in such a format that the Facility Manager and/or any lay person (a non-industry expert) can understand the required tasks and be able to monitor whether or not the required tasks are being performed at the required intervals and to the required specifications.

Building Logs:

The Contractor's technicians, helpers and their associated personnel shall sign the building logs in accordance with the Facility Manager's procedures and guidelines. Failure to sign in/out, whether intentional or not, may be understood to mean that services were not performed.

Building System/Equipment Records: Contractor shall keep and maintain a hard copy service record for each system showing all preventative maintenance, repairs and all caliback service performed. The service record(s) shall be kept with the Facility Manager and shall indicate:

- a) Site location,
- b) Date and time (in work hours) required to perform the work,
- c) List all repairs and replacements performed. The service record format and information provided shall be pre-approved by the Facility Manager.

Monthly Report(s):

Confractor will submit to the Facility Manager an electronic report whose format has been previously approved by the Facility Manager, once per month, for each building system which outlines the following:

- a) Site location,
- Date and time (in work hours) required to perform the work including arrival and departure times,
- c) Type of work performed (preventative maintenance, repair, callback service, other),
- d) Description of work performed,
- e) In the case of callback service; provide a description of the callback and corrective action taken, (f) List of all materials used,
- f) List of all work scheduled to be performed, but that was not completed during the specified time frame.

Safety Inspections and Tests

The Contractor shall perform all safety inspections and tests that are required by applicable codes, rules and/or regulations. The results shall be submitted monthly to the Facility Manager along with the Maintenance Control Program report. The Contractor shall provide all needed equipment to perform the tests at no additional cost to the Facility Manager. The Contractor shall provide an adequate quantity of qualified technicians familiar with the equipment to perform tests at no additional cost to the Facility Manager. The Contractor shall furnish test and condition reports after each test. After tests have been performed, all affected systems, etc. shall be checked and adjusted as required to meet manufacturer's recommendations. Systems shall not be placed in service until all tests, checks and adjustments are completed and the system(s) are in proper working condition. The Contractor will not be held responsible for any damage to the building and equipment caused by these tests, unless such damage is a result of negligence by the Contractor. Failure to follow correct procedures to prevent damages and failure to perform pretest examination shall be considered negligence by the Contractor.

Maintenance Services

Except for emergency callback service, the Contractor shall perform all work during regular work hours of regular working days or as approved by the Facility Manager. The time of day each system is to be shut down for routine maintenance will be scheduled with the Facility Manager to minimize disruption. The Contractor shall record, in a log maintained by the Facility Manager, the actual arrival and departure times each day they are in the building. The Facility Manager will maintain a list of any non-emergency maintenance items and provide this list to the Contractor for corrective action.

Spare Parts

The Contractor shall provide all replacement parts of every description. All replacement parts shall be new as specified by the original manufacturer or new after-market parts that are accepted by the industry as equal or better. The Contractor shall evaluate each specific installation to determine the spare parts inventory needed to be maintained on sile in order to prevent downtime for spare parts procurement. The Contractor shall have and maintain on hand locally, a supply of spare parts sufficient for the full maintenance and expedient emergency repairs. Extenuating circumstances shall be documented by at least two vendors for unavailability of parts. At the Facility, the Contractor shall provide sufficient metal storage cabinet space for spare parts storage and metal containers for storage of waste and other flammable materials. An adequate supply of tools to make repairs without any undue delay shall also be maintained. The Contractor shall provide a lock to keep the contents of the metal storage cabinet secure and a key for the lock shall be provided to the Facility Manager.

Housekeeping

The Contractor's work site will be kept free of dust, dirt, grease, oil, and foreign debris to the extent possible as to not pose a safety or operational hazard.

Contractor Close-Out Inspection (If Required)

Sixty (60) days prior to the expiration of the contract, the Contractor and the Facility Manager, or designee, will make a complete examination of the building system/equipment covered under the contract. The Contractor shall coordinate and schedule the examination with the Facility Manager. The Facility Manager shall determine if such an examination is warranted. The Facility Manager or designee will prepare an Existing Deficiency Report listing all deficiencies noted during the examination. The Contractor shall correct all deficiencies, as required by this contract, prior to the expiration of the contract.

Annual Preventative Maintenance Service

The annual preventative maintenance service includes all the services in the quarterly or semiannual preventive maintenance service, plus the following services:

- Change the fuel filter elements and clean or replace the fuel/water separator;
- Perform oil sample analysis, drain and replace the engine crankcase oil, replace the oil filters, and replace the governor oil;
- Replace the coolant filters and elements;
- Clean the crankcase breather filters and inspect the air cleaner elements;
- Replace the spark plugs as needed; and
- Check the operation of the exerciser and replace the battery as needed.

Scheduling

The IFM Contractor fifteen (15) days after the start date of the contract shall submit to the Facility Manager the preventative maintenance and testing schedule. The Facility Manager will review and approve or disapprove the schedule. The scheduled preventative maintenance and testing shall be set up in order to provide minimum disruption of facility operations. Upon completion of the scheduled preventative maintenance and testing the contractor will be responsible to include its findings including any necessary corrective action in their monthly report to the Facility Manager.

Exhibit B-2

Elevator Maintenance and Repairs

FOI shall enter into a separate annual maintenance contract with a service provider for the maintenance and repairs of the two elevators. The IFM Contractor shall be responsible to coordinate with the service provider for timely action in case of breakdowns or emergency situations.

Exhibit B-3

Integrated Pest Management

Integrated Pest Management is intended to suppress populations of rats, mice, cockroaches, ants, bed bugs, pests located outside buildings that primarily feed on outdoor vegetation, silverfish, and any other arthropod or vertebrate pest not specifically excluded from the contract. Populations of these pests that are located outside the buildings listed herein, but within the property boundaries of the buildings, are included.

The Integrated Pest Management Contractor will contract directly with the IFM Contractor as a Sub-Contractor. The contract terms, duration and pricing shall be approved by the EOI.

Initial Comprehensive Inspection

It is required that as a qualified and experienced pest management professional, the Contractor is familiar with the Integrated Pest Management (IPM) concept now recognized as the most effective and up-to-date approach to modern professional pest management.

A thorough, initial inspection shall be conducted during the first month of contract by the Contractor's inspector and the Facility Manager. The purpose of this initial inspection is for the Contractor to evaluate the pest management needs of the premises, incorporate any Agency or facility requirements) and to discuss these needs with the Facility Manager.

The following specific points should be included in this evaluation:

1. Identification of problem areas in and around the huilding.

- Identification of structural features or personnel practices that are contributing to pest infestations.
- 3. Evaluation of previous management efforts.

Following the initial comprehensive inspection of a building, the Contractor will develop a detailed Integrated Pest Management Plan and Service Schedule. This written plan and schedule must be submitted to the Facility Manager for approval prior to initiation.

Record Keeping

The Contractor shall be responsible for maintaining complete and accurate pest management records. The service log shall contain the following items:

- A copy of the Integrated Pest Management Plan and Service Schedule for the building.
- A copy of the current information sheets regarding all materials and devices, and label and EPA registration number for each pesticide accepted for potential use in the building, including the Material Safety Data Sheet. Pesticide labels which normally include in-depth safety and use documentation are required.
- Date chemicals were applied, location and amount of chemicals applied number of nonchemical monitoring devices used and locations.
- Pest surveillance data sheets that record, in a systematic fashion, the indicators of pest population levels and causative conditions revealed by the Contractor's monitoring program for the building.
- 5. The location of all materials and devices used for monitoring or for interventions in or around the premises. This information can be in either tabular or list in form.
- Arrival and departure time of the Contractor's representative performing the service and all information on material and device applications (conform to specific pesticide information as required by statute).

Exhibit B-4

Window Cleaning

The Window Cleaning Contractor will contract directly with the IFM Contractor as a Sub-Contractor. The contract terms, duration and pricing shall be approved by the EOI.

If any additional scaffolding/lifts are needed at the facility to wash the windows, it shall be the responsibility of the Contractor to provide this equipment, and obtain approvals as necessary for the equipment's proper set-up and operation.

Qualifications

Contractor must show that they are currently performing, and have had at least three (3) years' experience in comparable work. Contractor must provide at least five (5) references for whom work has been performed and who can verify the quality of workmanship. For all work

performed in the Washington DC area, the Contractor must possess a Washington DC Rigger's License for the contract duration.

Exhibit B-5

Electrical Switchgear Testing and Maintenance

Scope

The Electrical Switchgear Testing and Maintenance Contractor will contract directly with the IFM Contractor as a Sub-Contractor. The contract terms, duration and pricing shall be approved by the EOL.

The Contractor must provide electrical switchgear inspection, testing and maintenance service at EOI building. The testing and maintenance service will be performed in compliance with the equipment manufacturer recommendations, applicable codes, rules, and regulations.
