

ANNEX C
Terms of Reference Service C “GENERAL SERVICES” at the Facilities of the
GS/OAS

ANNEX C
TERMS OF REFERENCE

**MAINTENANCE, MESSENGER AND OTHER GENERAL SERVICES AT THE FACILITIES OF THE GENERAL
SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
IN WASHINGTON, D.C**

1. PURPOSE OF THE SERVICES

- 1.1. The primary goal of the Contract is to provide the GS/OAS with all labor and materials necessary for the provision of certain building maintenance, messenger/chauffeurs and other general services (hereinafter referred to as “General Services”) at GS/OAS facilities in Washington, D.C.
- 1.2. The term of the Contract shall be for one (1) year, estimated to begin in January 2023, with an option to renew thereafter for successive (twelve) month periods, up to six (6) years.

2. LOCATIONS AND HOURS OF OPERATION

- 2.1. The General Services will be performed at the following GS/OAS facilities located in Washington D.C.:

Names and Code	Gross Area	Location
Constitution Avenue Complex (CAC) includes:		
Main Building (MNB) Building Parking lot 17th Street Parking lot C Street Grounds	109,609 Sq.Ft	100 17th Street, NW Entrance on 17th Street, NW Entrance on C Street, NW
Administration Building (ADM) includes:		
Building Parking lot 19th Street Grounds	63,799 Sq.Ft	19 th Street and Constitution Avenue, NW Entrance on 19th Street, NW
Museum (MUS)		
Building	9,606 Sq. Ft	18th Street and Virginia Avenue, NW
Casita (CAS)		
Casita	3,240 Sq.Ft	18th Street and C Street, NW
General Secretariat Building (GSB)		
Building	362,217 Sq.Ft	1889 F Street, NW
Official Residence includes:		
Residence	7,709 Sq.Ft	2944 University Terrace, NW
Annex	1,435 Sq.Ft	2908 University Terrace, NW

2.2. Normal Operating Hours: Monday through Friday, from 9:00 a.m. to 5:30 p.m.

2.3. Exceptions to Normal Hours: Occasionally the GS/OAS will dismiss GS/OAS staff early. These dismissals generally occur prior to holidays or long weekends. The early dismissals do not apply to Contractor's personnel. In these cases, the Director of the Department of General Services could approve the early dismissal for the Contractors' personnel. In the cases of emergencies, as inclement weather, the General Secretariat, with duty station in Washington D.C is guided by emergency directives of the US Government's Office of Personnel Management (OPM), and as a result staff should follow its announced leave policy for Federal Government employees in the Washington D.C. metropolitan area. In these cases, this policy will also apply for the Contractor's personnel.

2.4. GS/OAS Observed Holidays: The GS/OAS will be closed during the following observed holidays:

- a) New Year's Day.
- b) Martin Luther King Birthday.
- c) Inauguration Day (Every four years).
- d) Washington's Birthday.
- e) Good Friday.
- f) Memorial Day.
- g) Juneteenth National
- h) Independence Day.
- i) Labor Day.
- j) Columbus Day.
- k) Thanksgiving Day.
- l) Friday after Thanksgiving Day.
- m) Christmas Day.

3. SCOPE OF WORK

3.1. The Scope of the Work consists of the provision of all necessary labor and materials necessary to accomplish maintenance, messenger all other general services as set forth in Annex I, *Summary of Duties, Schedules and Building Assignments*.

3.2. Contractor's services will normally be performed at, but are not limited to, the GS/OAS facilities listed in 2.1, above.

4. DUTIES, SCHEDULES AND BUILDING ASSIGNMENTS

4.1. For a description of the Duties and schedules see Annex I "Summary of Duties, Schedules and Building Assignments".

4.2. The services referred to in 1.1, above, and more precisely defined in Annex I, shall be provided on a "Daily" basis during the hours specified in Annex I.

4.2.1 "Daily" shall be defined as five (5) days per week, Monday through Friday, excluding the holidays observed by GS/OAS.

4.3. The GS/OAS reserves the right to amend, modify and reissue shifts and scheduled hours and duties at any time, without increasing GS/OAS costs under the Contract. Contractor shall be notified in writing of any such changes.

5. GENERAL REQUIREMENTS

5.1. Contractor shall submit qualifications of the personnel to perform "General Services" and such qualifications shall be reviewed by the Director of the Department of General Services prior to assignment or commencement of any work under the Contract. The Contractor shall be licensed as a qualified maintenance, messenger and other general services company for at least ten (10) years in accordance with the requirements of the laws of the District of Columbia.

5.2. Contractor shall maintain adequate personnel and equipment levels to ensure timely completion of all operations required under the Contract.

5.3. Contractor shall maintain an active recruiting, training, and screening program sufficient to preserve the approved full-time Personnel.

5.4. Contractor shall develop a set of measurable performance objectives. These objectives will be developed for each position assigned to the Contract. Personnel assigned to the Contract must satisfactorily complete each performance objective in order to be eligible for a satisfactory rating of performance.

5.5. Contractor is responsible to keep an updated record of the following documentation of its personnel assigned to the Contract: photograph; clean Department of Motor Vehicles (DMV) record; verification of employment; reference checks; criminal history verifications; language proficiency; and personality assessments. This documentation shall be made available by Contractor to the GS/OAS prior to entering GS/OAS property. These documents are to be maintained in Contractor's files, and be provided to the GS/OAS upon request. The Contractor shall certify in writing that all employment prerequisites have been fully met prior to Contractor personnel accessing any GS/OAS property.

5.6. GS/OAS buildings are used for ceremonial purposes and Special Events such as International meetings, receptions, cultural events, and art exhibits. These events may last until 2:00 a.m. or later. Additional General Services could be required for Special Events. Contractor's personnel may be assigned to discharge related functions prior to and/or after the particular event has concluded.

5.7. Contractor shall act in accordance with sound industry practices to safeguard and protect GS/OAS' property against abuse, damage, theft, loss, or any other such incidents.

5.8. GS/OAS property assigned to Contractor's personnel, such as vehicles, tools, chairs, tables, desks, telephones, computers, etc., shall be used only for official business while performing duties required pursuant to the Contract.

6. QUALIFICATION REQUIREMENTS OF CONTRACTOR'S PERSONNEL

6.1. General

- 6.1.1 Contractor's personnel shall be qualified to perform the duties specified in Appendix I, of this Terms of Reference, efficient, and bonded in conformity with the practices and standards prescribed by GS/OAS.
- 6.1.2 Contractor's personnel must have integrity, be courteous, respectful, attentive, and trustworthy.
- 6.1.3 Contractor's personnel must be free of criminal records, drug free and must not be facing criminal charges.
- 6.1.4 Contractor's personnel are required to have knowledge of two of the four official languages of the OAS (English, Spanish, Portuguese, and French), but preferably English and Spanish.
- 6.1.5 Contractor's personnel shall be in physical condition to be able to perform duties as required in Annex I.

6.2 Legal Status

- 6.2.1 Contractor's personnel shall be citizens of the U.S.A. or legal U.S.A. residents who have been lawfully admitted for permanent residence as evidenced by the Alien Registration Receipt Card Form 1-151, or who present other evidence from the Immigration and Naturalization Service that he/she is authorized to engage in employment as a permit for work.
- 6.2.2 Contractor shall be required to produce evidence of legal status of any of Contractor's employees, if the GS/OAS so requests.
- 6.2.3 Contractor's personnel shall have reached the age of 21 years at the time of employment under the Contract.

6.3 Special Requirements

- 6.3.1 Parking Attendants and Messengers/Chauffeurs: The individuals serving in these positions shall have a valid driver license issued by the Department of Motor Vehicles (DMV) of Washington D.C., Maryland or Virginia, and an updated copy of his or her driving record. These Individuals should not have points against his or her license. Qualified drivers with points on driving licenses are subject to approval by the GS/OAS insurance underwriter.

7. APPEARANCE AND CONDUCT OF CONTRACTOR'S PERSONNEL

- 7.1. Appearance: Contractor's personnel shall maintain a clean and neat appearance at all times.

- 7.2. Conduct:

- 7.2.1 Contractor's personnel shall conduct themselves in accordance with the rules, regulations, and the demeanor expected and required of persons performing services in the GS/OAS environment.
- 7.2.2 Inappropriate conduct includes, but is not limited to:

- (a) Theft in any form.
- (b) Offensive, profane, or inappropriate language; loud, boisterous conduct; and horseplay.
- (c) Opening of desks, files and cabinet drawers.
- (d) Any form of gambling.
- (e) The consumption of intoxicating beverages while on duty or at any time on GS/OAS property.
- (f) The use of illegal drugs or controlled substances.
- (g) Sleeping while on duty.
- (h) Damaging or misappropriating GS/OAS property.
- (i) Submitting false official documents or false statements.
- (j) Smoking in any smoking area not specifically authorized for vendor personnel.
- (k) Any other act which has caused or could cause the GS/OAS embarrassment as determined by the GS/OAS.
- (l) The opening of any envelopes or reading any material contained in publications marked "Confidential".
- (m) The disclosure of confidential information that Contractor's personnel may be made aware of as part of the job requirements.
- (n) Sexual Harassment and Workplace Harassment as described in the GS/OAS Executive Order No 95-07 "Prohibitions Against Sexual Harassment" and GS/OAS Executive Order No 05-07 "Prohibition Against Workplace Harassment". Both GS/OAS Executive Orders are readily available at <http://www.oas.org/legal/intro.htm>. Contractor certifies he/she has read these GS/OAS Executive Orders and agrees to comply fully with them.

8. WAGES RATES AND OTHER LABOR STANDARDS

- 8.1. By submitting its Bid Proposal, Contractor warrants that it fully complies with all labor and employment laws and legal requirements applicable to the provision of maintenance, messenger and other general services as contemplated in this RFP, and specifically warrants full compliance with the labor and employment laws of the United States of America and the District of Columbia. The statement should follow Format 3 of Appendix Annex D.
- 8.2. Contractor shall be responsible for withholding for social security, Medicare, Workmen's Compensation benefits, and any other withholding required by law.
- 8.3. Workmen's Compensation and Unemployment Insurance – For each of its employees assigned to work under this Contract, Contractor shall provide workmen's compensation insurance and unemployment compensation in accordance with the laws of the District of Columbia, USA, and Contractor shall make the corresponding tax and/or premium payments to the appropriate authorities for that purpose.
- 8.4. Contractor shall offer to all its employees assigned to work under this Contract a Group Health Insurance Plan or Policy under which the Contractor shall pay a fixed percentage for the health insurance coverage and the employee shall pay the balance. The balance paid by the employee for his/her contribution for insurance coverage shall be reasonably affordable to the employee in light of that employee's earnings and current market conditions. The Group Health Insurance Plan or Policy offered by Contractor shall be with a reputable and reliable health insurance

provider and shall cover what are reasonably considered to be major medical expenses. The Plan or Policy shall include dental benefits. Contractor shall enroll in the Plan or Policy all of those employees who accept the offer. Upon GS/OAS' request, Contractor shall provide GS/OAS with evidence acceptable to GS/OAS that Contractor is fully complying with this provision. Please explain in detail your health insurance plan, medical and dental benefits, what percentage of the cost of the insurance is paid by Contractor, the difference between single and family benefits, the coverage, etc.

- 8.5. Vacation Benefits – Contractor guarantees that its full-time employees (at least 40 hours per week) shall receive at least ten (10) days paid vacation by Contractor after second (2nd) year anniversary of their hire date.
- 8.6. Sick Leave Benefits – The Contractor shall comply with the “Accrued Sick and Safe Leave Act of 2008” requiring all employers to provide each employee with sick and/or safe leave.
- 8.7. Contractor’s personnel who work in excess of 40 hours per week will be paid time and one-half for those hours in excess of 40 hours per week.

9. PROPERTY AND SERVICES TO BE FURNISHED BY THE GS/OAS FOR THE EXECUTION OF THE CONTRACT

9.1 GS/OAS will furnish at no cost to the Contractor the following:

- 9.1.1 Vehicles for Messenger/Chauffeur and for the Contractor’s personnel, who according to their functions specified in Annex I, require a vehicle to perform their duties.
- 9.1.2 Required GS/OAS forms and issuances.
- 9.1.3 Telephones and cellular phones as deemed necessary for the performance of duties.
- 9.1.4 Locker space and office equipment if required.
- 9.1.5 Sufficient storage space for supplies, if any.
- 9.1.6 Utilities and office/work space.
- 9.1.7 Computers with printers and paper for generating reports and communications, if necessary to accomplish the assigned duties. This equipment may be utilized for the performance of the Contract. Access to GS/OAS software, such as Oracle, must be authorized by GS/OAS.
- 9.1.8 Some instruments such as hand tools, light power tools, as electric drills, drain snake, and chain saw.

9.2 GS/OAS property furnished for the performance of the Contract shall remain GS/OAS’ property throughout the Contract term.

10. PROPERTY AND SERVICES TO BE FURNISHED BY CONTRACTOR FOR THE EXECUTION OF THE SERVICES

Contractor shall furnish all Personnel assigned to the Contract with:

- 10.1. **Uniforms:** On a yearly basis, all uniforms necessary for the performance of the assigned duties. The uniforms shall be standard design and manufacture and include, if applicable, inclement

and cold weather outer garments of a quality and appearance suitable to GS/OAS. This includes seasonal uniforms.

- 10.2. **Identification Badge:** Contractor shall provide an appropriate name badge for each of its employees that shall always be worn while on duty. All lettering, patches, and/or badges will be displayed on the uniform with GS/OAS' authority.

11. GENERAL NOTES

- 11.1. Contractor will limit the use of the buildings for work and operations only. Off-duty personnel are prohibited from loitering within GS/OAS space. Telephones, computers, and other office equipment are for official use only. Unofficial use of these items may result in the person's removal from the facility.
- 11.2. Contractor personnel on break or at lunch are authorized to eat only in the designated break rooms.
- 11.3. Contractor will have unrestricted access to the common areas of the buildings. Specific rules and procedures must be followed to enter restricted areas and access-controlled areas.
- 11.4. Contractor will not be provided on-site parking facilities. Consideration will be given to some Contractor's personnel in emergencies and extreme conditions or during special events. GS/OAS reserves the right to withdraw this privilege at any time.
- 11.5. Contractor Personnel shall take proper precautions to alert GS/OAS occupants and visitors of wet and/or hazardous areas by placing protective mats, caution signs or barriers.

12. APPENDIX

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| Appendix 1 | Summary of Duties, Schedules and Building Assignments. |
| Appendix 2 | Sample Maintenance, Messenger And Other General Services Contract |
| Appendix 3 | Price Proposal Format |
| Appendix 4 | Price Proposal Cost Elements |

APPENDIX 1 – SUMMARY OF DUTIES, SCHEDULES AND BUILDING ASSIGNMENTS

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
Inventory Assistant Manager	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	A	<ul style="list-style-type: none"> - Update information on the OFA system, including the final user name, location and assigned barcode of the inventoried goods. This activity is performed when an inventoried item/good is received by the final user, when an employee retires and when a moving service request is submitted. - Reassign assets according to service request. - Maintain the physical inventory system that manages the general physical inventory (PIMS) throughout the GS/OAS. The system includes an automated scanning and a software program that interacts with OFA. - Analysis of reports obtained from physical inventories. - Verify reports generated on the receiving process. - Control the delivery process of all items/goods inventoried or not. - Organize COVENT events whenever necessary to retire all goods deemed unusable by the GS/OAS. - Enter items received in the stockroom in OFA which includes the Purchase Order, Cost, Serial number, Item Category, and location. Print reports related to this process for verification. - Create standardized procedures and policies to follow in the inventory process. - Revise physical inventory performed to work locations of persons separating from the GS/OAS and signed their clearance forms in Manager is out of the Office. - Revise and identify duplicated inventoried items in the system and create a report to be submitted to DFAMS for deletion of duplications. - Maintain current records of items assigned/reassigned to new from retired staff members. - Responsible for keeping the inventory in National Offices and/or projects updated. - Uploaded information for all National Offices to NOCS, a new share point program implemented by the Coordinating Office for the Offices and Units of the General Secretariat in the Member States. - Elaborate the receipt report for all items received in Oracle. - Provide support to all areas of the Organization in terms of receiving, delivering and returning purchases done through Office Depot. - Keep and archive all documentation of assets received and registered in the system. - Perform the physical scanning of all assets in headquarters to update the inventory (PIMS). - Perform other related duties as required. 	9:00am - 5:30pm including 1/2 hour for lunch
Messenger/ Chauffeur	3	All Buildings: GSB, Constitution Ave. Complex	B	<ul style="list-style-type: none"> -Pick-up and delivery of correspondence throughout the GS/OAS buildings. -Pick-up and delivery of OAS official documents to/from State Department and Foreign Mission. 	9:00am - 5:30pm including 1/2 hour for lunch

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
		MNB, ADM, Museum, Casita and Official Residence		<ul style="list-style-type: none"> - Pick-up and delivery of the OAS travel documents to/from the Consulates, Embassies and OAS Missions. -Pick-up and delivery of OAS correspondence to/from the US Postal Services. -Drive official vehicles for high ranking OAS officials. - Serve as a back-up, when needed and according to the section's business plan, for any of the section's technicians, courier, postage, internal mail and transportation. - Perform other related duties as required 	
Shipment Technician	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	C	<p>Supervise the General Secretariat courier services. The main duties are the following:</p> <ul style="list-style-type: none"> -Prepare and follows-up administrative actions related to courier services including detailed monthly reports. - Review requests for courier services to ensure that all required information for delivery is included, analyzes requests and determines the most economical and effective courier alternatives; prepares the documentation required for courier shipments from Headquarters to the National Offices away from Headquarters and to other destinations; coordinates contacts and relates with carriers used by GS/OAS, - Ensure that any shipment has a Service Request that includes the PO used for payment, the sender's organization number and the name of the person who generated the request, Verifies in ORACLE that the PO provided by the sender has enough money to cover the shipment and is open under DGS COURIER SERVICES, -Review all courier invoices and keeps track of them in the internal database. Files all courier invoices with the Service Request that supports each shipment, -Coordinate the packing and preparation of outgoing shipments via courier, as per international standards; arranges for shipments via cargo freight whenever applicable, selecting the most economical means of transportation available; coordinates the transportation from OAS premises to freight forwarder's warehouses; ensures that freight forwarders send proof of delivery to headquarters and that dispatching areas receive the notification and corresponding shipping documents to send to destination points to clear shipments through customs at time of arrival. -Perform other related duties as required. 	9:00am - 5:30pm including 1/2 hour for lunch
Parking Attendant	1	MNB - Main Building (17th Street (MNB))	D	<ul style="list-style-type: none"> -Direct all traffic courteously and efficiently in and out of the parking facilities. - Make sure that only authorized persons are allowed into the parking area. -Relocation of vehicles parked in double line and during special events/meetings, when required. - Perform other related duties as required 	8:30am - 6:00pm including 1/2 hour for lunch (1 hour overtime)
Parking Attendant	1	MNB - Main Building (C Street)	E	<ul style="list-style-type: none"> - Direct all traffic courteously and efficiently in and out of the parking facilities. - Collect parking fees and turn them over to the parking supervisor. - Make sure that only authorized persons are allowed into the parking area. - Perform other related duties as required 	8:00am - 6:00 pm including 1/2 hour for lunch (1 1/2 hour overtime)

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
				<ul style="list-style-type: none"> -Relocation of vehicles parked in double line and during special events/meetings, when required - Perform other related duties as required 	
Parking Attendant	1	ADM - Administration Building (19th Street)	F	<ul style="list-style-type: none"> - Direct all traffic courteously and efficiently in and out of the parking facilities. - Collect parking fees and turn them over to the parking supervisor. - Make sure that only authorized persons are allowed into the parking area. - Relocation of vehicles parked in double line and during special events/meetings when required. -Perform other related duties as required 	8:00am - 5:30pm including 1/2 hour for lunch (1 1/2 hours overtime)
Parking Attendant	1	GSB - General Secretariat Building (19 th and F Streets)	G	<ul style="list-style-type: none"> - Direct all traffic courteously and efficiently in and out of the parking facilities. - Collect parking fees and turn them over to the parking supervisor. - Make sure that only authorized persons are allowed into the parking area. - Relocation of vehicles parked in double line and during special events/meetings, when required. - Perform other related duties as required 	7:30am - 6:30pm including 1/2 hour for lunch (3 hours overtime)
Assistant Engineer CAC	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	H	<ul style="list-style-type: none"> -Inspects, maintains and repairs plumbing, electrical, air-conditioning and heating systems. Duties include trouble-shooting and repairing faulty electrical switches, receptacles, electric motors, lighting ballasts, plumbing fixtures: unclogging drains; changing filters, etc. -Regularly inspects HVAC, life safety. water treatment, and other vital mechanical equipment. -Collaborates with Facility Management Staff for the preventive maintenance schedules generated by the Computerized Maintenance Management System or HVAC and electrical equipment. -Maintains a reasonable inventory of frequently required replacement parts; in urgent eases, contacts local suppliers for inquiries on parts, components, tools, etc. Assists with, and monitors the progress of' outside contractors, if required. -Assists with the remodeling and renovation of interior spaces at the General Secretariat properties. -Performs other related duties as required. 	6:00am – 2:30pm or 7:00am - 3:30pm including 1/2 hour for lunch

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
Assistant Engineer GSB	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	I	<p>Inspects, maintains, and repairs plumbing, electrical, air-conditioning and heating systems. Duties include trouble-shooting and repairing faulty electrical switches, receptacles, electric motors, lighting ballasts, plumbing fixtures: unclogging drains; changing filters, etc.</p> <p>Regularly inspects HVAC, life safety. water treatment, and other vital mechanical equipment.</p> <p>Collaborates with Facility Management Staff for the preventive maintenance schedules generated by the Computerized Maintenance Management System or HVAC and electrical equipment.</p> <p>Maintains a reasonable inventory of frequently required replacement parts; in urgent eases, contacts local suppliers for inquiries on parts, components, tools, etc.</p> <p>Assists with, and monitors the progress of' outside contractors, if required.</p> <p>Assists with the remodeling and renovation of interior spaces at the General Secretariat properties.</p> <p>Performs other related duties as required.</p>	6:00am – 2:30pm or 7:00am - 3:30pm including 1/2 hour for lunch
Junior Engineer CAC	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	J	<p>Perform duties in mechanical and electrical maintenance, electrical installations and alterations related to office space management.</p> <p>Replace air filters, water treatment, mechanical equipment readings, restroom plumbing maintenance, and HVAC operation.</p> <p>Assist in running wires and cables, replacing light tubes, bulb, ballasts.</p> <p>Performs other related duties as required.</p>	6:00am – 2:30pm including 1/2 hour for lunch

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
Junior Engineer GSB	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	K	<p>Perform duties in mechanical and electrical maintenance, electrical installations and alterations related to office space management.</p> <p>Replace air filters, water treatment, mechanical equipment readings, restroom plumbing maintenance, and HVAC operation.</p> <p>Assist in running wires and cables, replacing light tubes, bulb, ballasts.</p> <p>Performs other related duties as required,</p>	8:00am – 4:30pm or including 1/2 hour for lunch
Building Maintenance Supervisor CAC	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	L	<ul style="list-style-type: none"> - Coordinate the set up for conferences, meetings and special events with, Office of Protocol and the Department of Meeting and Conferences Services, as necessary, and provides the services required. - Drive OAS vehicles to transport furniture between buildings. - Move heavy loads such as furniture for offices, boxes of paper and set up panels for art exhibits. - Responsible for salting and snow removal of side walks. - Maintain and water beds and plants of the MNB Aztec Garden. -Perform other general tasks as requested by the supervisor. 	8:00am - 4:30pm including 1/2 hour for lunch

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
Building Maintenance Supervisor GSB	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	M	<ul style="list-style-type: none"> - Coordinate the request for services related to moving furniture, equipment or boxes and minor building construction, through the automated service request system and take necessary action. - Pack equipment to be delivered to the OAS Missions. - Perform minor building remodeling and construction by constructing, and/or installing walls, doors, floors and ceiling systems. - Perform repairs to building and office furniture and complete and install open space system and office moves. - Prepare surfaces to be painted by plastering, spackling, taping and sanding. - Determine the paint and supplies needed to perform assigned responsibilities and inform the Facility Management Specialist of those needs. - Perform all types of moves such as: furniture, equipment and boxes to other buildings; load and unload vehicles with office moving equipment. - Responsible for salting and snow removal off sidewalks. - Drive OAS vehicles to transport furniture and equipment between buildings - Perform other related duties as required 	8:30am - 5:00 pm including 1/2 hour for lunch
Building Maintenance Assistants CAC	2	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	N	<ul style="list-style-type: none"> - Perform all types of moves, such as furniture, office equipment, etc. - Load and unload vehicles with office moving equipment. - Salt and snow removal during season. - Setup of conference rooms for official functions and OAS sponsored special events. - Perform general cleaning, as required, specially the entrance to the Main Building and the Patio Azteca - Perform other general tasks as requested by the supervisor. 	9:00am - 5:30pm including 1/2 hour for lunch
Building Maintenance Assistants GSB	2	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	O	<ul style="list-style-type: none"> - Perform repairs to buildings and office furniture. - Complete and install open space system and office moves. - Prepare surfaces to be painted by plastering, spackling, taping and sanding. - Determine the paint and supplies needed to perform assigned responsibilities and inform the Facility Management Specialist of those needs. - Perform all types of moves, such as: furniture, equipment and boxes to other buildings - Load and unload vehicles with office moving equipment. - Responsible for salting and snow removal off sidewalks. - Drive OAS vehicles to transport furniture and equipment between buildings. - Perform garden's tasks. - Perform duties in other OAS buildings as requested. - Perform other general tasks as requested by the supervisor. 	9:00am - 5:30pm including 1/2 hour for lunch; 8:30 - 5:00pm; including 1/2 hour for lunch; 7:00am - 3:30pm including 1/2 hour for lunch; 7:00am - 3:30pm including 1/2 hour for lunch

TITLE	No. OF PERSONS OREQUIRED	ASSIGNED BUILDING	LETTER	SUMMARY OF DUTIES (SCOPE OF WORK)	SERVICES SCHEDULE (MONDAY-FRIDAY)
Day time Porter	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	P	<ul style="list-style-type: none"> - Clean outside of CAC buildings. - Sweep the sidewalks including the removal of tree leaves. - Responsible for salting and snow removal of side walks. - Setup of conference rooms for official functions and OAS sponsored special events. - Perform other general tasks as requested by the supervisor. 	7:00pm - 3:30pm including 1/2 hour for lunch)
Day time Porter	1	All Buildings: GSB, Constitution Ave. Complex MNB, ADM, Museum, Casita and Official Residence	Q	<ul style="list-style-type: none"> -Clean outside of GSB including the alley on the 19th Street side. -Sweep the GSB's sidewalks including the removal of tree leaves. -Sweep and wash the loading dock floor. -Sweep the outside Patio Terrace in the TL level -Sweep the parking garage daily (G1, G2 and G3 levels). -Clean microwaves and refrigerators on all floors. -Perform other general tasks as requested by the supervisor. 	7:00pm - 3:30pm including 1/2 hour for lunch)
TOTAL NUMBER OF PERSONS	21				

APPENDIX 2

SAMPLE

MAINTENANCE, MESSENGER AND OTHER GENERAL SERVICES CONTRACT

APPENDIX 2

MAINTENANCE, MESSENGER AND OTHER GENERAL SERVICES CONTRACT

BETWEEN

AND

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

THIS CONTRACT, made this _____ day of _____, 2022, between the General Secretariat of the Organization of American States ("GS/OAS" or "Owner"), a public international organization with headquarters in Washington, D.C., United States of America ("U.S.A."), and _____ ("Contractor"), a corporation licensed to do business in _____, U.S.A., with offices at _____, _____ (collectively, "the Parties").

WITNESSETH THAT:

WHEREAS, Owner desires to purchase maintenance, messenger and other general services ("General Services") for Owner's various facilities located in Washington, D.C.

WHEREAS Contractor is willing to provide those services,

NOW THEREFORE, subject to the terms and conditions hereinafter set forth, and in consideration of the mutual covenants contained herein, the Parties agree as follows:

**ARTICLE I
DEFINITIONS AND GENERAL PROVISIONS**

1.1 Definitions

- 1.1.1 Contract Documents: The Contract Documents consist of this Contract, the Owner's Request for Proposals and Terms of Reference of Bid No. 02/22; the Contractor's Proposal submitted for Bid No. 02/22; communications between the Contractor and the Owner during the bidding process; modifications issued after execution of this Contract; and, other documents listed in this Contract.
- 1.1.2 The Contract: This Contract, which is sometimes referred to herein as the "Contract", represents the entire integrated Contract between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor, sub-subcontractor, or third party.
- 1.1.3 The GS/OAS Representative: Mr. Jay Anania, Secretary for Administration and Finance or his delegated representative.

1.2 General Provisions

1.2.1 Services:

Contractor shall provide all necessary labor and material necessary to accomplish all the General Services as set forth in Annex I, *Summary of Duties, Schedules and Building Assignments*, of the Terms of Reference for Services C of Bid No. 02/22.

Contractor shall also provide management; training; supervision; manpower; uniforms; badges; and replacement or substitute equipment and manpower to maintain full services at all times.

Contractor shall also provide and maintain insurance coverage as defined in Article VI below; and Contractor shall comply with all applicable Federal laws, including employment and tax payment laws.

In providing the services required by this Contract, Contractor shall comply with the Appendix 1-Terms of Reference of the Request of Proposals for Services C of Bid No. 02/22 and Contractor's Proposal. Those specifications are a part of Contractor's obligations under this Contract.

1.2.2 Locations:

Contractor shall provide General Services for the following buildings and accompanying grounds owned and/or occupied by Owner:

Name and Codes	Gross Area	Location
Constitution Avenue Complex (CAC) includes:		
Main Building (MNB) Building Parking lot 17th Street Parking lot C Street Grounds	109,609 Sq.Ft	100 17th Street, NW Entrance on 17th Street, NW Entrance on C Street, NW
Administration Building (ADM) includes:		
Building Parking lot 19th Street Grounds	63,799 Sq.Ft	19th Street and Constitution Avenue, NW Entrance on 19th Street, NW
Museum (MUS)		
Building	9,606 Sq.Ft	18th Street and Virginia Avenue, NW
Casita (CAS)		
Casita	3,240 Sq.Ft	18th Street and C Street, NW
General Secretariat Building (GSB)		
Building	362,217 Sq.Ft	1889 F Street, NW
Official Residence includes:		
Residence	7,709 Sq.Ft	2944 University Terrace, NW
Annex	1,435 Sq.Ft	2908 University Terrace, NW

**ARTICLE II
COVERAGE**

2. Hours

The daily General Services referenced above in Article I, Section 1.2.1, shall be provided during the hours specified in Annex 3 Terms of Reference, of the Request for Proposals for Service C of Bid No. 02/22. The Parties may vary these hours if mutually agreeable, and Owner reserves the right to modify coverage requirements without amending this Contract so long as coverage requirements do not exceed the total weekly hours specified in the Technical Specifications. In addition, if the total hours required by Owner in any week exceeds the total weekly hours set forth in the Technical Specifications, those additional hours are to be billed under the rate of Special Events as set forth in Article III, Section 3.2, below.

**ARTICLE III
CONTRACT COST**

3. Contract Lump Sum

The Contract Lump sum for the services listed in Article I, Section 1.2.1, of this Contract is \$_____, for each year of the Contract, except as the Contract may be modified by Article XIII, Section 13.2., below. Please find attached the Contract Cost Breakdown by position (see Appendix 4 Worksheet 4 Annex 3)

3.1 Special Events

Contractor shall provide General Services for special events as requested by Owner. For these special events, Contractor shall receive payment at the rate of specified for each position in Appendix 4 Worksheet 3 Annex 3, including those provided at the Official Residence of the Secretary General.

**ARTICLE IV
PAYMENTS**

4. Terms of Payment

Owner shall make payments to Contractor for the services referenced in Article I, Section 1.2.1, above, on a fixed price basis, and in accordance with the limitations contained in this Contract.

4.1 Invoices

Payment will be made once each month upon submission of detailed invoices and/or vouchers for services authorized and provided for the preceding month.

Contractor shall submit the original and one (1) copy of each invoice and/or voucher to the following address not later than the fifth working day of each month to assure payment not later than the fifteenth (15) working day of the month:

The General Secretariat of the Organization of American States Department of Financial Services Vouchers and Payables 1889 F Street, N.W. - 4th Floor Washington, D.C. 20006 - 4499

Invoices are to include each of the following, as appropriate:

- (a) 1/12th of the cost of the basic Contract.
- (b) The cost of services for Special Events as authorized in writing by the Owner's Representative during the preceding month.

ARTICLE V CONTRACTOR'S RESPONSIBILITIES

5.1 Technical Specifications

In providing General Services, Contractor shall strictly adhere to the Terms of Reference of the Request of Proposals for Service C of Bid No. 02/22

5.2 Employee Benefits

The Owner shall not be responsible for furnishing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for the Contractor and its employees for the term of this Contract. The Contractor bears the responsibility for providing all such emoluments.

5.3 Employment of Aliens

Contractor shall employ only U.S. citizens and aliens who are legally permitted to hold employment in the United States. In the event Contractor employs persons who are not citizens of the United States of America, Contractor shall take every reasonable effort to assure that the laws and regulations governing employment of aliens are complied with and that their visa status is in perfect order in accordance with the requirements of the Immigration and Naturalization Service of the U.S.A.

5.4 Nepotism and Conflict of Interest

Contractor shall not employ any individual to work under the Contract for which such employment would create an actual or perceived conflict of interest.

Contractor shall not employ a staff member of the GS/OAS or any relative of a staff member to perform the service/services required under the Contract. Contractor warrants that no official or staff member of the GS/OAS or any relative of a staff member shall derive personal or financial benefit from the Contract or from the Contractor's relationship with the GS/OAS.

“Relative of a staff member” means: spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, uncle or aunt, nephew or niece, first cousin, father- or mother-in-law, or brother- or sister-in-law.

5.5 Data Information Usage

Contractor shall be liable for improper or incorrect use of the data collected or information disclosed to Contractor by the Owner in connection with this Contract.

The data and related information are legal documents and are intended to be used as such.

5.6 Observance of the Law

The Contractor shall comply with all laws, ordinances, rules, and regulations promulgated by legally constituted authorities of the United States Government and of the District of Columbia bearing upon the performance of its obligations under the Contract.

5.7 Owner's Property

Upon signature of the Contract, the Contractor and the Owner shall issue a written inventory of all Owner's property furnished to the Contractor for the performance of the Contract.

Upon termination or expiration of the Contract, the Contractor shall:

- a) Render a written accounting to GS/OAS' Director of the OGS of all the GS/OAS' property in Contractor's possession and/or in the possession of any individuals or organizations under Contractor's control which has been used in providing services at the GS/OAS premises; and
- b) Immediately transmit to the GS/OAS all such GS/OAS' property.

The Contractor shall cooperate fully in transferring property if services are simultaneously assumed by another contractor when this Contract ends.

If the Contractor fails to comply with any of these obligations, the final payment will be withheld until full compliance is achieved.

ARTICLE VI INSURANCE AND PERFORMANCE BOND

6. Contractor's Liability Insurance

For the duration of this Contract, Contractor shall purchase and maintain in a company or companies authorized to do business in the District of Columbia, and to which the GS/OAS has no reasonable objection, such insurance as will protect the Contractor, the GS/OAS, the OAS, and their officers, employees, and agents from claims set forth below, which may arise from operations under this Contract by the Contractor or by a subcontractor of the Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The Contractor is required to carry insurance with limits equal to or greater than those set forth in the Table below:

Commercial General Liability	\$1,000,000 Personal/Bodily Injury
	\$1,000,000 Each Occurrence
	\$2,000,000 Products/Completed Operations Aggregate
	\$2,000,000 General Aggregate, per premises aggregate
Business Automobile	\$1,000,000 Each Accident
Worker's Compensation	Statutory Limits or \$500,000, whichever is greater, based on the benefits levels of the deemed state of hire
Employer's Liability	\$1,000,000 Bodily Injury by Accident Per Employee
	\$1,000,000 Bodily Injury by Disease Per Employee
	\$1,000,000 Bodily Injury by Disease Policy Limit
Umbrella/Excess Liability	\$10,000,000 Each Occurrence
	\$10,000,000 Aggregate, per Project

Contractor shall name the GS/OAS as an additional insured under such policies, and shall provide the GS/OAS with a certificate evidencing the above insurance coverage.

Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above. Contractor is required to provide GS/OAS with proof of these insurance policies on request.

Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under Article VII.

a) Owner's Liability Insurance

Owner shall be responsible for purchasing and maintaining, in a company or companies authorized to do business in the District of Columbia, Owner's liability insurance to protect Owner against claims which may arise from operations under this Contract.

b) Performance Bond

Contractor shall furnish to GS/OAS within fifteen (15) days of signing this Contract the following bond, which shall become binding on the Contractor:

Contractor shall furnish and maintain in full force and effect a performance bond from a surety or sureties acceptable to GS/OAS for US\$ 100,000.00 to cover the cost of faithful performance and

completion of the services specified under this Contract and all obligations arising there under through the warranty period. The performance bond shall be in the form of a firm commitment, such as a performance bond, certified check, irrevocable letter of credit, or in accordance with Treasury Department regulations, certain assignable bonds or notes of the United States. This firm commitment shall name the GS/OAS an obligee thereof.

The Performance Bond or letter of credit must include the following language:

"Nothing in this Performance Bond or letter of credit shall be construed as a waiver by the General Secretariat of the Organization of American States ("GS/OAS") of its privileges and immunities under the OAS Charter and the laws of the United States."

ARTICLE VII TAX EXEMPTION

7. The GS/OAS, as a public international organization, is exempt from all sales and use taxes imposed by the United States Federal Government, the District of Columbia, the Commonwealth of Virginia, the State of Maryland, and all other states in the U.S.A.

ARTICLE VIII INDEMNITIES AND LIABILITIES

8. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, shareholders, partners, joint ventures, employees, agents, affiliates, successors and assigns from and against all claims, damages, liabilities, losses, fines and penalties, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's performance of the services in connection with this Contract, provided that any such claim, damage, loss, liability, fine, penalty, or expense: (1) is attributable to bodily injury, personal injury, sickness, disease, or death, or to injury to or destruction of tangible property, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent or deliberate acts or omissions of Contractor, Contractor's subcontractors, sub-subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder; and (2) breach by Contractor of its obligations, representations or warranties under the Contract Documents. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to a party or person described in this Article VIII in addition to all rights and remedies available at law or in equity.
 - a) In any and all claims against Owner or any of Owner's agents or employees by any employee of Contractor, any subcontractor, any sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation under Article VIII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor, any subcontractor, or any sub-subcontractor, under worker's or workmen's compensation acts, disability benefit acts, or other employee benefit acts.
 - b) Contractor shall be notified as soon as reasonably practicable after any claim covered by this Article is made against any entity to be indemnified there under and shall be given such reasonable information,

authority and assistance as may be requested by it to enable it to perform its undertakings.

- c) Contractor is liable to Owner for losses to Owner's property sustained through any fraudulent or dishonest act or acts committed by Contractor's employees and/or subcontractors acting alone or in collusion. Such acts include, but are not limited to, actual destruction, disappearance, or wrongful abstraction of property, money, or securities.
- d) This Article shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering Owner.
- e) It is also understood by Contractor that he is not entitled to any of the exemptions or immunities which Owner may enjoy in its character as a public international organization.

ARTICLE IX SETTLEMENT OF DISPUTES

9. If any controversy, claim or dispute arises between the Parties which is related in any way to the performance or interpretation of this Contract, or any breach thereof, or concerns any other matter in connection with this Contract which cannot be settled by amicable agreement, then upon either Party giving written notice of the difference or dispute to the other, the matter shall be resolved by submitting the matter to the American Arbitration Association for final and binding arbitration in accordance with the rules and procedures of the Inter-American Commercial Arbitration Commission and the law applicable to the substance of the dispute which shall be the law of the District of Columbia, U.S.A. The language of the arbitral proceedings shall be English, and the place of arbitration shall be Washington, D.C., U.S.A. The award rendered by the arbitration shall be final and binding upon the parties. Provided, however, that the Parties will first attempt to settle disputes by mediation before resorting to arbitration. When a dispute is taken to mediation, both Parties shall make a good faith effort to settle the dispute.

The arbitration demand shall be made within a reasonable time after the controversy, claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation.

Unless otherwise agreed in writing, Contractor shall perform under the terms of the Contract during any arbitration proceedings, and Owner shall continue to make payments to Contractor in accordance with the Contract documents.

This Article shall survive completion or termination of this Contract.

ARTICLE X QUALITY OF PERFORMANCE

- 10.1 The Contractor agrees that the performance of work and services pursuant to the requirements of this Contract shall conform to the highest professional standards. The Contractor and his employees shall conform to all applicable laws, regulations and ordinances promulgated by legally constituted authorities of the United States Government and of the District of Columbia. All personnel furnished by Contractor for the performance of services hereunder shall at all times be

solely in the employment of Contractor. Owner shall retain the right to approve all personnel hired in connection with this Contract.

10.2 Permits and Licenses

The Contractor shall be licensed as a qualified maintenance, messenger and other general Services company in accordance with the requirements of the laws of the District of Columbia, and must maintain such licensing throughout the term of this Contract. The Contractor shall comply with all applicable federal and local laws in obtaining any necessary permits and licenses.

10.3 Financial and economic capacity

The Contractor must be in a stable financial position and have the financial capacity to provide the required services.

ARTICLE XI CONTRACTOR'S PERSONNEL

- 11.1 The Officer in Charge of Owner's Department of General Services may request in writing, with or without cause, the immediate removal of any of Contractor's employees. Upon receipt of any such request, Contractor shall immediately remove the employee(s) named therein. Any request by the GS/OAS for the withdrawal or replacement of the Contractor's personnel shall not be considered to be a termination, in whole or in part, of the Contract, and the GS/OAS shall not bear any liability in respect of such withdrawn or replaced personnel.
- 11.2 The personnel listed in the Contractor's Proposal are considered essential to the work being performed under this Contract. Before removing, replacing, or diverting any of the specified personnel, the Contractor shall (1) notify the GS/OAS reasonably in advance and (2) submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this Contract and to give the Director of the Office of General Services (OGS) of the GS/OAS the opportunity to interview the proposed substitution.
- 11.3 The Contractor shall make no diversion without the GS/OAS' written consent; provided, that the GS/OAS may ratify in writing the proposed change, and that ratification shall constitute the GS/OAS' consent required by this Article.
- 11.4 All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.

ARTICLE XII SUBCONTRACTORS

- 12.1 No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of Mr. Jay Anania, Secretary for Administration and Finance. Similarly, no claim

arising out of this Contract may be assigned absent such written approval. Owner reserves the right to approve and designate all subcontractors providing services specified under this Contract.

- 12.2 Contractor shall notify Owner in writing of the name and business address of any subcontractor that Contractor intends to use to perform its obligations under this Contract at least thirty (30) days prior to the date said subcontractor is to begin to perform those obligations.
- 12.3 The Contractor may enter into a contract or contractual action for the purpose of obtaining supplies, materials, equipment, or services under the Contract.
- 12.4 GS/OAS' written consent is required for the Contractor to enter into a particular subcontract.
- 12.5 Contractor is fully responsible and liable for Contract performance and the conduct of its personnel and subcontractors, regardless of any team arrangement between the Contractor and its subcontractors.
- 12.6 The GS/OAS shall have the right to establish the criteria and qualifications for the selection and ongoing employment of subcontractors and personnel and to require Contractor to demonstrate that subcontractors comply with equivalent requirements as the Contractor initially contracted by the GS/OAS.

ARTICLE XIII CONTRACT TERM AND RENEWAL

- 13.1 The term of this Contract shall be for one (1) year beginning on January 1st 2023, and terminating at midnight on December 31st 2023, with an option to renew thereafter for successive twelve (12) month period, up to six (6) years; based on the results of yearly vendor performance assessment by the Director of the Department of General Services, unless terminated as provided in Article XVII below. If the Owner decides to exercise the option to renew, it shall be in written form to Contractor, thirty (30) days prior to the expiration of the Contract. In the event that the Contract is renewed, the terms and conditions will remain unchanged except as changed under Article XV below.

13.2 Escalation Clause

Upon the anniversary date of this Contract, the terms and conditions of the Contract regarding pay rates may be modified by the Parties up to the increase of a reasonable index chosen by both Parties.

ARTICLE XIV PENALTIES

- 14.1 Due to Termination under Article 17.1.

In the event of such termination, Owner may procure or furnish, upon such terms and in such manner as the Secretary for Administration and Finance may deem appropriate, services similar to those so terminated, and if, the cost of the services to Owner exceed what their cost would have been had there been no termination, Contractor shall be liable to Owner for the excess cost.

14.2 Due to Lack of Performance

If Contractor fails to cover any/or all posts and positions that are scheduled to be manned, Contractor shall be subject to a penalty fine. The fine shall be the amount of money that is three (3) times the wages of the unmanned position for the period of time the position is unmanned. If a break-in occurs at the unmanned position, Contractor shall be liable for all damages and losses occurred.

**ARTICLE XV
MODIFICATION AND REPORTING**

15.1 Modification

This Contract may be modified in whole or in part, at any time, by mutual agreement provided such agreement is in writing, signed by the duly authorized representatives of both parties, dated, and attached hereto. GS/OAS reserves the right to increase or decrease the number of hours of services according to its needs.

15.2 Notice

Any notice or request required to be given or made under this Contract shall be deemed to have been duly made or given when delivered by hand or sent by Registered Mail Return Receipt Requested, to the party to which it is required to be given or made at that Party's address as specified below:

The General Secretariat of the Organization of American States 1889 F Street, N.W. - 4th Floor Washington, D.C. 20006 - 4499 Attn: Mr. Jay Anania, Secretary for Administration and Finance
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<i>(Contractor Address Representative)</i>
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15.3 Reporting

In addition to the reports and notification defined in the Terms of Reference, the Contractor and the GS/OAS shall mutually agree to the frequency of meetings and reports required to monitor and track the activities of this Contract, however it shall be Contractor's responsibility for ensuring that such meetings are conducted and such reports are submitted to the GS/OAS.

Daily Operations contacts are as follows:

For GS/OAS: Enrique Bello Director, Department of General Services, Telephone Number (202)-370-9709, e-mail Ebello@oas.org and Phurtado@oas.org.

For Contractor:

ARTICLE XVI MISCELLANEOUS PROVISIONS

16.1 Applicable Law

This Contract shall be governed by the laws of the District of Columbia, U.S.A.

16.2 Validity of Agreement Notwithstanding Invalidity of Particular Provisions

In case a provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of remaining provisions shall not be affected.

16.3 OAS Privileges and Immunities

Nothing in this Contract shall constitute an express or implied agreement or waiver by the OAS, the GS/OAS, or their personnel of their Privileges and Immunities under the OAS Charter, the laws of the United States of America, or international law.

Contractor is not entitled to any of the exemptions, privileges or immunities, which the GS/OAS may enjoy arising from GS/OAS' status as a Public International Organization.

16.4 Independent Contractor Status

Nothing contained in the entire Contract between Owner and Contractor shall be construed as the establishment or creation of employer and employee or principal and agent between Owner and Contractor, it being agreed that the Contractor shall have the legal status of an independent contractor vis-à-vis the GS/OAS. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect as being the employees or agents of the other Party, and each Party shall be solely responsible for all claims arising out of or relating to its engagement of such persons or entities.

16.5 Extent of Contract

This Contract, including the Technical Specifications in Attachment A, hereto, constitutes the entire Contract, and no representation or statement which is not expressly contained in this Contract,

incorporated herein by reference, or appropriately amended in accordance with Article XV above, shall be binding upon the Parties.

16.6 Covid-19 Waiver and Release of Liability

The Contractor warrants that its employees, representatives, contractors and agents have health insurance and that such insurance will remain in force throughout the completion of this contract. At GS/OAS' request, Contractor shall provide proof of insurance coverage for its employees, representatives, contractors and agents.

The Contractor, its employees, representatives, contractors, and agents promise to comply with all public health policies and regulations issued by the GS/OAS and local authorities to help limit the risk of exposure to COVID-19 and its spread. The Contractor understands that the COVID-19 virus is extremely contagious and that compliance with such measures do not entirely eliminate the risk of contracting COVID-19 during the execution of this Contract.

The Contractor declares that it has consulted with a qualified physician about the risks that providing the contracted services may present to the health of its employees, representatives, contractors, and agents, including the risk of contracting the COVID-19 virus, and the possible consequences that this could pose to their health, physical well-being, and life.

The Contractor also declares that it has decided to voluntarily accept the GS/OAS' offer to provide the services specified under the terms of this Contract, and fully understands the risks that this decision entails to the health, physical well-being, and life of its employees, representatives, contractors, and agents. Therefore, the Contractor absolves the OAS, the GS/OAS, and its employees, agents, and contractors of any and all liability for injuries, damages, and any other loss that it and its employees, representatives, contractors, and agents may suffer as a result of the provision of services under the terms of this Contract.

16.7 Warranty Against Human Trafficking:

The Contractor warrants that neither it, its parent entities nor subsidiaries or affiliated entities (if any) is engaged in any practice inconsistent with international human rights laws and standards that prevent child labor, sexual exploitation and trafficking in human beings. Contractor shall take all appropriate measures to prevent its personnel from engaging in sexual exploitation, child labor and trafficking in human beings.

16.8 Consent or Waiver

No consent or waiver, express or implied, by Owner, to or of, any breach of any covenant, condition or duty of Contractor shall be construed as consent to waiver of any other breach of the same or any other covenant, condition or duty.

16.9 Rights and Remedies

No action or failure to act by Owner, or Contractor shall constitute a waiver of any right or duty afforded any of them under this Contract; nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed to in writing.

**ARTICLE XVII
TERMINATION OF THE CONTRACT**

17.1 Termination by Owner

The Owner may terminate this Contract for cause with five (5) days notice in writing to the Contractor. Cause for termination of this Contract includes, but is not limited to: (i) failure to perform the service in accordance with professional standards; (ii) failure to meet deadlines; (iii) failure to meet or maintain the requirements specified in Annex C -Terms of Reference of the Request of Proposals for Service C of Bid No. 02/22; (iv) conduct which damages or could damage relations between the Owner and a Member or Observer State of the Organization of American States; (v) fraudulent misrepresentation; (vi) bankruptcy of Contractor; and (vii) breach of any of the provisions of this Contract.

17.2 Termination by Contractor

If Owner fails to make payments when due, the Contractor may give written notice of Contractor's intention to terminate this Contract. If Contractor fails to receive payment within seven (7) days after receipt of such notice by Owner, Contractor may give a second written notice, and seven (7) days after receipt of such second written notice by Owner, Contractor may terminate this Contract and recover from Owner payment for services performed, including reasonable profit and applicable damages.

Either party may terminate this Contract without cause with no penalty, provided written notice is given at least sixty (60) calendar days prior to the intended date of such termination; provided, however, that no such notice under this Paragraph 17.3. may be given prior to the expiration of the first six (6) months of this Contract.

17.3 Termination because of Bankruptcy

The bankruptcy of either party is grounds for termination for cause under this Contract.

17.4 Budgetary Emergency

Any change in the Program-Budget of the Owner, as well as any other limitation or unforeseen financial circumstance shall relieve Owner of un-incurred obligations under this Contract. Stop work or partial termination shall become effective at the time notice is given to Contractor in writing.

FOR General Secretariat of the
Organization of American States:

FOR Contractor:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 3

PRICE PROPOSAL

FORMAT 1

PRICE PROPOSAL

General Secretariat of the Organization of American States
1889 F Street, N.W., 4th Floor,
Washington, D.C. 20006
USA

Attention: DEPARTMENT OF PROCUREMENT SERVICES AND MANAGEMENT
OVERSIGHT

Subject: GS/OAS for SERVICE C of BID No. 02/22 –
MAINTENANCE, MESSENGER AND OTHER GENERAL SERVICES AT THE
FACILITIES OF THE GENERAL SECRETARIAT OF THE ORGANIZATION OF
AMERICAN STATES IN WASHINGTON, DC

I _____, representative of _____ (*Bidder's name*), offer to provide security guard services in accordance with the Request for Proposals of Bid No 10/14 and our Technical Proposal.

Our Price Proposal for rendering maintenance, messenger and other general services for one (1) year is **US\$** _____ (**US Dollars**). (*Price proposal in number and letters*).

The above Price Proposal include all anticipated expenses for providing maintenance, messenger and other general services, including but not limited to, fee, insurance, taxes and the following costs associated with cost of executing the activities. The Appendix 4 contains the tables to detail "Price Proposal Cost Elements & Insurance and Statutory Costs", and are also available in Excel format.