



BID No. 20/12

REQUEST FOR PROPOSALS

FOR

**ATRIUM SKYLIGHT REPLACEMENT
AT THE MAIN BUILDING
OF THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES**

**CCSI CONSTRUCTION
A Division of Superior Building Services, Inc.**

on behalf of

**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
(GS/OAS)**

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**ATRIUM SKYLIGHT REPLACEMENT
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ORGANIZATION OF AMERICAN STATES (GS/OAS)**

1. BACKGROUND

1.1 CCSI Construction (hereinafter referred to as "CCSI") has been engaged by the Owner for management services for the replacement of the atrium skylight at the Owner's Main Building at the corner of 17th & Constitution Avenue, N.W., Washington, DC (hereinafter referred to as the "Project"). CCSI will administer the planning, negotiating, and management process of the Project on behalf of the Owner. CCSI may be involved in such capacity on any and/or all activities by the Owner on this Project.

1.2 The General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS" or "Owner") is a public international organization with headquarters in Washington, D.C., United States of America. CCSI on behalf of the Office or Procurement Services (hereinafter referred to as "OPS") of the GS/OAS is soliciting competitive proposals from contracting firms qualified to provide all necessary services, materials, and general supervision to comply with the scope of work detailed in this document.

2. OBJECTIVE

The purpose of this RFP is to select a qualified contractor to provide all necessary services, materials, and general supervision to comply with the scope of work detailed in this document.

3. TERMS OF REFERENCE

The Terms of Reference (TOR) for the replacement of the atrium skylight at the Main Building of the OAS, are outlined in Appendix 1 of this RFP, and, therefore, become part of it.

4. WALK-THRU INSPECTIONS AND PRE-BID CONFERENCES

4.1 Those firms interested in submitting a price proposal are required to attend a mandatory walk-thru inspection of the GS/OAS premises involved with representatives of CCSI and the GS/OAS on **Thursday December 20, 2012 at 10am.**

Those firms interested will meet in the Lobby of the Main Building, located the corner of 17th & Constitution Avenue, N.W., Washington, DC. A mandatory pre-bid conference will be held immediately after the walk-thru.

- 4.2 Scheduling of an alternate walk-thru date may be considered by CCSI and the GS/OAS on a case by case basis. Bidders that are unable to attend the **Thursday December 20, 2012** walk-thru date may request an alternate walk-thru date, which CCSI and GS/OAS at its sole discretion may grant or deny. The alternate walk-thru date may be requested by telephoning Eric Wrigley at CCSI at 202-778-7310, and by email to: ewrigley@ccsiconstruction.com.
- 4.3 CCSI and the GS/OAS will not consider bid proposals from any firm which has not participated in the walk-thru and the pre-bid conference. Failure to inspect the GS/OAS premises prior to bidding will result in the disqualification of any subsequent proposal.
- 4.4 Attendance to the mandatory walk-thru and pre-bid conference is to be confirmed by telephoning Eric Wrigley at CCSI at 202-778-7310, or by email to: ewrigley@ccsiconstruction.com.
- 4.5 The intent of the above-mentioned walk-thru inspection is to provide prospective bidders with a full understanding and nature of the services required for the GS/OAS.
- 4.6 The intent of the pre-bid conference is to discuss the project specifications and ask questions concerning the scope of the services required. This is an opportunity for all parties in attendance to discuss and come to conclusions regarding various baseline standards for the design and construction of a new skylight based on their expertise. A written summary of these standards will be sent to all bidders no later than **Friday December 21, 2012 by COB**. All bidders will be required to include these items in their proposals to maintain a measure of consistency across all proposals.

5. BIDDERS' QUESTIONS

- 5.1 Bidders may submit any questions or requests for more information regarding technical specifications and/or the proposal submittal in written format to the attention of Mr. Eric Wrigley by e-mail at: ewrigley@ccsiconstruction.com or via fax at (202) 223-9636. These questions should be submitted no later than **12:00 Noon EST on Friday December 28, 2012**. All answers will be released in writing to all Bidders no later than two (2) days prior to Bid closing date. This is an opportunity to continue and amend the discussion stated in above Section 4.6 for the baseline standards by which all bidders will be evaluated.
- 5.2 CCSI and the GS/OAS may submit, in writing, any questions or request to the Bidders for more information regarding the company or the bidding documents at any time throughout the selection process.

6. PROPOSAL SUBMISSION

6.1 Submittal Format

- 6.1.1 The Proposals shall be submitted in hard copy: one (1) original and two (2) copies. The sealed envelope containing Bidder's Proposal shall be labeled:

GS/OAS BID No-20/12- MNB ATRIUM SKYLIGHT REPLACEMENT – DO NOT OPEN - _____ (<i>Bidder's Name</i>)
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- 6.1.2 The Proposals shall be delivered to:

CCSI Construction A Division of Superior Building Services, Inc. 1150 Connecticut Avenue, NW Suite 801 Washington, DC 20036

- 6.1.3 Additionally, the Proposals shall be submitted by electronic mail – in PDF format – or by facsimile (fax # 202-223-9636) to the attention of Mr. Eric Wrigley and by e-mail to ewrigley@ccsiconstruction.com. Late bid proposals will not be accepted.
- 6.1.4 The Proposals shall be signed by the Bidder's legal representative.
- 6.1.5 The Price Proposals shall be valid for at least ninety (90) calendar days as of the closing date of this RFP. This must be stated on the Price Proposal. The term of validity of the Proposals must be expressly stated on the same Proposal.
- 6.1.6 By submitting a Proposal, the Bidder gives express warranty of its knowledge and acceptance of RFP and the rules and conditions that governs the bidding process. Likewise, the Bidders shall warrant the accuracy and reliability of all information they submit in this procurement process.
- 6.1.7 The Bidders shall bear any and all costs or expenses associated with or incurred in the formulation or development of a Proposal in response to this RFP.

6.2 Required Documents and Formats of Proposals

6.2.1 Content of the Technical Proposal:

The Technical Proposal shall include the following:

- a) A copy of the certificate of incorporation of the Bidder.
- b) A copy of the Bidder's bylaws.
- c) A copy of the Bidder's license to do business in the District of Columbia.
- d) A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.

- e) A statement where Bidder acknowledges that it has read and understood the Contractual Terms and Conditions as per Appendix 2 of this RFP. The statement should follow Format 1 of Appendix 3. If the Bidder does not agree with any of the Contractual Terms and Conditions of GS/OAS, it should expressly indicate so in its Proposal, offer alternative language, and present the rationale of its proposal.
- f) A disclosure statement of conflict of interest. The statement should follow Format 2 of Appendix 3.
- g) A copy of the Bidder's latest general balance sheet of 2010 or 2011; and copy of the Bidder's latest three (3) audited financial statements, for the years 2008, 2009, 2010 or 2011. These financial statements must be signed and/or appropriately certified by the Chief Financial Officer of the Bidder.
- h) A minimum of five (5) references from Bidder's clients to which similar or relevant services were provided during the last three (3) years. These references should include: the name of the client, contact person, telephone and fax numbers and e-mail address, and a description of the work performed and the duration of the project.
- i) A detailed description of the Bidder's work experience similar or relevant to this Project. The description shall indicate what work it did, when and where it did it, whom it did it for, and what methods it used.
- j) Detailed description of the Work/service offered with an indication of the methodology, deliverables, and an estimated timeline for delivery of the requested services (milestones), in accordance with the TOR, Appendix 1 of this RFP.
- k) If the Bidder plans to perform the Work with subcontractors and/or in joint venture with other firms, the Work Plan should address the interrelationship of the firms and how potential inefficiencies such as organization, communications, and process can be avoided. If the form of a joint venture is considered to submit a Proposal, the technical proposal should additionally address joint and several liabilities for all partners.
- l) Other documentation and/or information that supports each of the technical evaluation factors as per Section 7.4.1, a) of this RFP.

6.2.2 Price Proposal:

- a) The Bidders shall submit a Price Proposal expressed in US Dollars (US\$), in numbers and in words, in accordance with the TOR, Appendix 1 of this RFP.

A Lump Sum Contract will be signed with the prospective Contractor, therefore Price Proposals shall include all anticipated expenses for the service, including but not limited to, overhead, general conditions, profit, etc, and other costs associated with the execution of the Work.

In addition, the Price Proposal shall include the following:

- a) Payment/compensation schedule, considering that payments will be only furnished upon successful completion of the Work/deliverables to the satisfaction of CCSI and the GS/OAS, and that 10% of the Contract Sum will

be reserved as final payment.

6.3 Closing Date for Receipt of Proposals

6.3.1 Both the sealed and electronic proposals must be received by CCSI Construction no later than close of business (“COB”), **5:00 p.m. EST, on Tuesday, January 15, 2013.**

6.3.2 Proposals submitted after the deadline will not be considered.

6.4 Limited Use of Data

If the Proposal includes data that the Bidder does not want to disclose to the public for any purpose or used by the GS/OAS except for evaluation purposes, the Bidder shall include in its Proposal a statement signed by its legal representative with the following legend:

USE AND DISCLOSURE OF DATA

This Proposal includes data that shall not be disclosed outside the GS/OAS and shall not be duplicated, used, or disclosed— in whole or in part—for any purpose other than to evaluate this Proposal. If, however, a contract is awarded to this Bidder as a result of— or in connection with—the submission of this data, the GS/OAS shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the GS/OAS' right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].

7. EVALUATION

7.1 Evaluation Authority

The Proposals will be evaluated by CCSI.

7.2 Requests for Clarifications

7.2.1 In order to enhance CCSI’s understanding of Proposals, allow reasonable interpretation of the Proposal, or facilitate the evaluation process, CCSI may submit, in writing, any inquiry or request to the Bidders for explanation, substantiation or clarification of certain aspects of its Proposals.

7.2.2 Likewise, during the evaluation process, CCSI may offer Bidders the opportunity to eliminate minor irregularities, informalities, or apparent clerical mistakes in its Proposals.

7.2.3 Requests for clarifications shall not be used to cure Proposal deficiencies or

material omissions that materially alter the technical or cost elements of the Proposal, and/or otherwise revise the Proposal, except in areas where the proposal does not meet the standards agreed to in above Sections 4.6 and 5.1.

7.3 Evaluation Process

7.3.1 The evaluation of the Proposals will be performed as a whole, in two (2) phases: Technical Evaluation and Price Evaluation. The purpose of the Technical Evaluation is to analyze and evaluate the Technical Proposal, and the purpose of the Price Evaluation is to analyze and evaluate the price offered.

7.3.2 Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in the TORs. Once admitted, CCSI shall analyze and rate those Proposals using the evaluation factors set forth in paragraph 7.4.

7.4 Award Criteria

7.4.1 CCSI will review, evaluate, and compare all Proposals according to, but not necessarily limited to, the following criteria:

a) Technical Criteria:

1. **Responsiveness.** Whether the Bidder's Technical Proposal conforms in all material respects to the RFP.
2. **Financial Capability.** Assesses the financial condition of the Bidder to perform the Contract through the review of the Bidder's financial statements.
3. **References Check.** CCSI will request performance information from Bidder's previous clients.
4. **Responsibility.** Assesses the completeness of the Proposal in order to determine Bidder's capability, tenacity, and perseverance to perform the Contract and technical compliance.
5. **Relevant Experience / Past Performance.** Assesses Bidder's capability, comprising of three elements: i) observation of the historical facts of Bidder's work experience (what work it did, when and where it did it, whom it did it for, and what methods it used); ii) qualitative judgments about breadth, depth, and relevance of that experience based on those observations; and iii) qualitative judgments about how well the Bidder performed, also based on those observations.
Bidder's relevant experience and past performance will be evaluated in respect to past or current efforts similar or relevant to this Project.

6. **Schedule Compliance.** Analyses the ability of the Bidder to comply with the required performance schedule.

b) Price Criteria:

1. **Price Proposal.**

7.5 Discussions and Negotiations

Before awarding the Contract, CCSI may choose to negotiate the terms, conditions and deliverables of the Contract with the Bidder or Bidders that, in the opinion of GS/OAS, are within the competitive range. After the negotiations, the GS/OAS will issue a request for Best and Final Offer (BAFO) so those Bidders will have the opportunity to revise or modify its initial Proposal. CCSI shall analyze and rate those BAFOs using the evaluation factors set forth in paragraph 7.4.

8. Award

- 8.1 The tradeoff analysis decisional rule will be applied for the evaluation of the Proposals. Under this rule, CCSI will evaluate both price and non-price factors and will award the Contract to the Bidder proposing the combination of factors which offers best value to the GS/OAS. Therefore, CCSI reserves the right to consider award to other than the lowest price bidder or the highest technically rated bidder.
- 8.2 CCSI reserves the right to award the contract to multiple contractors rather than a single contractor.
- 8.3 The award will be notified to the winning Bidder. Such communication shall not be construed as a Contract with the GS/OAS. The award is contingent upon the winning Bidder's acceptance of the terms and conditions of the proposed Contract, which will be drafted by CCSI and the GS/OAS based on this RFP and the winning Proposal. Consequently, the Contract shall come into effect when signed by both GS/OAS and the duly authorized representative of the winning Bidder.

9. Contractual Terms and Conditions

9.1 Data Information Usage

- 9.1.1 Contractor shall be liable for improper or incorrect use of the data collected or information disclosed to Contractor by CCSI and /or the GS/OAS in connection with its Proposal, and/or in connection with any subsequent contract negotiations between CCSI and/or GS/OAS and the Contractor.
- 9.1.2 The data and related information are legal documents and are intended to be used as such.

- 9.1.3 Contractor shall give an express warranty as to the accuracy, reliability, utility or completeness of the information that Contractor submits in connection with its Proposal.

9.2 Privileges and Immunities

- 9.2.1 Nothing in the Contract shall constitute an express or implied agreement or waiver by 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.
- 9.2.2 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.

9.3 Indemnification to Third Parties for Contractor's Negligent or Wrongful Acts

- 9.3.1 Contractor shall fully indemnify and hold harmless the Organization of American States, GS/OAS, and its officials, employees, agents, affiliates, successors and assigns from and against: (i) all claims, damages, actions, liabilities, losses, fines and penalties, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's negligence or deliberate wrongful acts in relation to the Contract, and (ii) worker compensation claims and actions presented by Contractor's employees and agents.
- 9.3.2 GS/OAS shall notify Contractor as soon as reasonably practicable after any claim covered by this Section is made against it or, with respect to any such claim made against any other person or identity entitled to indemnification under the Contract, within a reasonably practicable time after having been notified of that claim.
- 9.3.3 Contractor is liable to GS/OAS and shall indemnify GS/OAS for losses to GS/OAS' property sustained through any acts committed by Contractor's employees, agents, 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.
- 9.3.4 The provisions of this Section 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 GS/OAS.

9.4 Due Diligence and Information on the Contract

- 9.4.1 By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiarized with the requirements and specifications of the Contract in their entirety. This includes familiarity with the Contract Documents attached to the RFP, with all current equipment, labor, material market conditions, and with applicable laws, such that the Bidder accepts responsibility

for and is prepared to execute and shall completely fulfill all obligations under the Contract.

9.4.2 By submitting a Proposal, the Bidder also accepts that it will not make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the Contract, or because of any information which is known or should have been known to the Bidder.

9.5 Insurance

9.5.1 For the duration of the Contract, Contractor shall purchase and maintain in a company or companies, to which the CCSI and the GS/OAS has no reasonable objection, such insurance as will protect the Contractor, CCSI, the GS/OAS, and the OAS, from claims set forth below, which may arise from operations under this Contract by Contractor or by a subcontractor of Contractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. 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.

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

9.5.3 Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above in paragraph 9.5.1. Contractor is required to provide CCSI and GS/OAS with proof of those insurance policies on request.

9.5.4 Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under paragraph 9.5.1, above.

9.6 Subcontractors

9.6.1 The Contractor may enter into a contract or contractual action for the purpose of obtaining supplies, materials, equipment, or services under the Contract.

9.6.2 GS/OAS's written consent is required for the Contractor to enter into a particular subcontract.

9.6.3 Contractor is fully responsible for Contract performance, regardless of any team arrangement between the Contractor and its Subcontractors.

9.7 Tax Exemption

9.7.1 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 USA, and therefore, the sale and provision of goods and services to GS/OAS under the Contract are exempt from sales and use tax. Nonetheless, the Contractor is not entitled to GS/OAS' sales and use tax exemptions on the goods and services it purchase to comply with this contract, and the Contractor shall pay all sales, consumer, use and similar taxes it incurs in the performance of the Contract.

9.7.2 Provided, however, that, if at any time the Contractor has authority to purchase goods for Client's account as Client's agent, then the Contractor shall claim exemption to said taxes based on GS/OAS' status and on GS/OAS' tax exemption certificates provided to the Contractor by GS/OA, and pursuant to other documentation provided by GS/OAS. The Contractor shall credit to GS/OAS' account the full amount of taxes not owed and not paid.

9.8 Other Contractual Terms and Conditions

9.8.1 Appendix 2 of this RFP contains the Contractual Terms and Conditions of GS/OAS' standard Performance Contract (CPR).

9.8.2 No changes to the General Terms and Conditions shall be accepted after the contract award. Once the Contract is awarded, the Contractor shall be bound by the General Terms and Conditions either as stated herein in the RFP or as

mutually modified by the Parties.

APPENDIX 1

TERMS OF REFERENCE

ATRIUM SKYLIGHT REPLACEMENT AT THE MAIN BUILDING OF THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

1. The Project

The purpose of the Project is to replace the entire atrium skylight at the GS/OAS' Main Building per the Scope of Work stated below.

2. Scope of Work

The Scope of Work consists of the provision of all labor, materials, tools, equipment, supervision, management, and support activities necessary to comply with the following elements of the work:

- a. Survey existing facilities and systems to determine the optimal system configuring for the existing conditions.
- b. Perform energy modeling and glass selection consultations to provide qualitative data for glass choices.
- c. Design and engineer a new skylight system, working with CCSI and the GS/OAS to determine exact requirements and specifications, and providing material samples throughout the process.
- d. Prepare complete drawings, stamped and sealed by a certified design engineer, and specifications for construction.
- e. Prepare interior space to prevent damage to anything beneath skylight structure to include users of the space as well as trees and plants.
- f. Take measures to maintain waterproof area of work throughout duration of the project.
- g. Demolish existing skylight system.
- h. Haul away and legally dispose of all debris generated by the performance of this work.
- i. Install new skylight system, to include new flashing, copper work, insulation, and sealants as necessary to ensure proper function of and integration with existing roof.
- j. Properly observe, organize, and administer all work on site.
- k. Resolve all punch list items upon completion.

3. Schedule of Work

The Schedule of Work contains the approximate dates at which certain milestones must occur.

- a. Contract to be awarded on or about February 4, 2013.
- b. Design and fabrication period to begin on or about February 4, 2013 and to conclude on or about April 30, 2013
- c. Construction period to commence and conclude during summer 2013.

APPENDIX 2

CONTRACTUAL TERMS AND CONDITIONS

1. Contractor is neither an employee nor a staff member of GS/OAS and is not entitled to any of the rights, benefits, and emoluments of GS/OAS staff members.
2. Contractor undertakes to perform Contractor's functions under this Contract and to regulate Contractor's conduct in conformity with the nature, purposes, and interests of the GS/OAS. Contractor shall complete the Work in accordance with the highest professional standards and shall conform to all governmental pertinent laws and regulations.
3. Contractor accepts full legal responsibility for the Work, including all liability for any damages or claims arising from it, and agrees to hold GS/OAS and its staff members harmless from all such damages or claims. Contractor shall provide certificates of insurance coverage as GS/OAS may require for proof of ability to cover such liability.
4. Contractor does not legally represent GS/OAS, shall not hold himself out as having such powers of representation, and shall not sign commitments binding GS/OAS.
5. Contractor shall not have any title, copyright, patent, or other proprietary rights in any Work furnished under this Contract. All such rights shall lie with GS/OAS. At the request of GS/OAS, the Contractor shall assist in securing the intellectual property rights produced under this Contract and in transferring them to GS/OAS.
6. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to GS/OAS and used by Contractor in the performance of this Contract shall remain the property of GS/OAS. Unless otherwise provided in the Terms of Reference (Annex I), Contractor shall not retain such information, and copies thereof beyond the termination date of this Contract, and Contractor shall not use such information for any purpose other than for completion of the Work.
7. Administrative Memorandum No. 90 "Information Systems Security Policy", Executive Order No. 95-07 "Prohibitions against Sexual Harassment", and Executive Order No. 05-07 "Prohibition Against Workplace Harassment", are readily available at <http://www.oas.org/legal/intro.htm>. Contractor certifies that he has read those documents and agrees to comply fully with them.
8. The Gross Compensation paid Contractor constitutes full consideration for the Work. It covers all fees, expenses, and costs incurred by Contractor in providing the Work, as well as Contractor's direct compensation for same.
9. Because Contractor is an independent contractor, GS/OAS is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for Contractor and his employees under this Contract. Contractor is solely responsible for providing those benefits, and the Parties have agreed upon the Gross Compensation hereunder to enable Contractor to satisfy that responsibility. At the request of GS/OAS, the Contractor will provide satisfactory evidence of workman's compensation and other insurance coverage that may be required for all its employees or such Contractors.
10. Contractor warrants that his performance of the Work will not violate applicable immigration laws, and Contractor shall not employ any person for the performance of this Contract where such employment would violate those laws.

11. Unless otherwise specified in this Contract, Contractor shall have the sole responsibility for making Contractor's travel, visa, and/or customs arrangements related to and/or required for the performance of this Contract, and GS/OAS shall have no responsibility for making or securing such arrangements.
12. This Contract shall be null and void in the event the Contractor is unable to obtain a valid visa and other permits or licenses necessary to complete the Work in the country where the Contract is to be performed.
13. Unless otherwise specified in this Contract, Contractor shall neither seek nor accept instructions regarding the Work from any government or from any authority external to the GS/OAS. During the period of this Contract, Contractor may not engage in any activity that is incompatible with the discharge of Contractor's obligations under this Contract. Contractor must exercise the utmost discretion in all matters of official business for GS/OAS. Contractor may not communicate at any time to any other person, government, or authority external to GS/OAS any information known to him by reason of his association with GS/OAS which has not been made public, except in the course of the performance of Contractor's obligations under this Contract or by written authorization of the Secretary General or his designate; nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon Contract termination. Failure to comply with these obligations is cause for termination of this Contract.
14. Unless specifically provided for in this Contract¹ in accordance with CPR Rule 5.13.1, the Contractor may not directly supervise a GS/OAS staff member or direct a project or mission that requires the Contractor to supervise GS/OAS staff members.
15. Contractor shall not openly participate in campaign activities for or otherwise openly support and or promote any candidate for elected positions in the OAS; nor shall Contractor use the facilities of the GS/OAS and/or its staff provided to him under this Contract to support and promote the candidacy of any candidate for an elected position in the OAS.
16. GS/OAS may terminate this Contract for cause with five days notice in writing to the Contractor. Cause includes, but is not limited to: failure to complete the Work in accordance with professional standards or to otherwise deliver conforming goods and services; failure to meet deadlines; conduct which damages or could damage relations between the OAS and a member state; fraudulent misrepresentation; criminal indictment; sexual harassment; workplace harassment; bankruptcy; conduct incommensurate with the requirements for participation in OAS activities; and breach of any of the provisions of this Contract.
17. Either party may terminate this Contract for unforeseen circumstances by giving at least thirty days notice in writing to the other. Unforeseen circumstances include, but are not limited to, modifications to the Program-Budget of the OAS; lack of approved funds in the OAS Program-Budget for the corresponding program or project; failure of a donor to provide fully the specific funds which were to finance this Contract; an act of God; and the Secretary General's or a member state's desire to discontinue the Work.
18. In the event this Contract is terminated with or without cause, Contractor shall submit to

¹ Any such provision must comply with the requirements of CPR Rule 5.13.1 in Executive Order No. 05-04, Corr. No. 1 at <http://www.oas.org/legal/english/gensec/EXOR0504CORR1.doc>.

GS/OAS all of the Work completed and shall receive payment for only that portion of the Work completed to the satisfaction of GS/OAS up until the date of termination.

19. Contractor certifies that:
 - a) Neither the Contractor nor any of its senior officers and employees, on the date of the signing of this Contract, is a relative of any GS/OAS staff member above the P-3 level or of a representative or delegate to the OAS from an OAS Member State. The term "relative" includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, father or mother-in-law, son or daughter-in-law, brother or sister-in-law.
 - b) He is not incompetent to enter into this Contract, is not on trial in a criminal court of any of the member states, and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any member state.
 - c) Completion of the Work shall not interfere with the completion of work for which he is responsible under any other contract with GS/OAS.
20. Contractor shall not employ a staff member of GS/OAS or a relative of a staff member as defined in Paragraph 19 (a) above to perform the Work, nor shall Contractor permit any staff member of GS/OAS or any relative of the staff member, as defined in that Paragraph, to receive any personal financial benefit deriving from this Contract or the Contractor's contractual relationship with GS/OAS.
21. Contractor shall not assign this Contract or any element thereof, without the prior written consent of GS/OAS.
22. Upon written notice by either Party to the other, any dispute between the Parties arising out of this Contract may be submitted to either the Inter-American Commercial Arbitration Commission or the American Arbitration Association, for final and binding arbitration in accordance with the selected entity's rules. The law applicable to the Arbitration proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English.
23. Nothing in this Contract constitutes an express or implied waiver by GS/OAS of its privileges and immunities under the laws of the United States of America or international law.
24. This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS.
25. The law applicable to this Contract is the law of the District of Columbia, USA.
26. This Contract, including Annexes I-III, constitutes the entire agreement between the Parties, and any representation, inducement, or other statements not expressly contained herein shall not be binding on the Parties and shall have no legal effect.
27. The masculine terms employed in this Contract should be understood to apply to males, females and legal persons; singular pronouns should be understood to apply to the plural, when appropriate.

APPENDIX 3

FORMAT 1

ACCEPTANCE OF THE CONTRACTUAL TERMS AND CONDITIONS STATEMENT

The Organization of American States
c/o CCSI Construction
A Division of Superior Building Services, Inc.
1150 Connecticut Avenue, NW
Suite 801
Washington, DC 20036

Attention: Office of Procurement Services

Subject: GS/OAS BID No. 20/12 – MNB ATRIUM SKYLIGHT REPLACEMENT

I _____, representative of _____
(Bidder's name), declare that _____ (Bidder's name) has read, understood and
accepted the Contractual Terms and Conditions as per Appendix 2 of the Request of Proposals
of the BID 20/12.

Sincerely,

APPENDIX 3

FORMAT 2

CONFLICT OF INTEREST STATEMENT

The Organization of American States
c/o CCSI Construction
A Division of Superior Building Services, Inc.
1150 Connecticut Avenue, NW
Suite 801
Washington, DC 20036

Attention: Office of Procurement Services

Subject: GS/OAS BID No. 20/12 – MNB ATRIUM SKYLIGHT REPLACEMENT

I _____, representative of _____ (*Bidder's name*),
declare that that _____ (*Bidder's name*) is not under the following prohibitions:

1. A staff member of the General Secretariat;
2. Any person who has held the post of Secretary General or Assistant Secretary General, or a position of trust, unless he/she has ceased to hold such post for at least two years;
3. Any delegate, diplomatic representative or other governmental employee of a Member State;
4. Any relative of a senior GS/OAS staff member (P-4 or higher), any relative of a representative or delegate of a Member State, or any relative of any other person involved directly in the execution, evaluation, or direct supervision of the program or project funding the contract;
5. Any person, corporation, partnership, association or other business entity, which has entered into a performance or procurement contract which was terminated by the GS/OAS for cause;

6. Any person legally incompetent, under indictment for a serious crime, on trial for and/or convicted of a serious crime;²
7. Any person, corporation, partnership, association, or other business entity, which has defaulted on and/or failed to perform satisfactorily an existing or previous performance or procurement contract of any kind;
8. Any person, corporation, partnership, association or other business entity which under the laws of the Member State where the contract is to be performed is not authorized to provide the goods and/or services covered by the contract;
9. A corporation or other business entity in which any of the persons mentioned in Subsections 1 through 8, above, has more than a 25% ownership interest, or which would involve by employment or otherwise any of the persons or entities described in Subsections 1 through 8, above, in performance of the work covered by a contract;
10. A former staff member of the General Secretariat who signed a currently valid agreement with GS/OAS which provides that the former staff member is ineligible to enter into any form of contract for remuneration with GS/OAS; and
11. A person who is not a national of an OAS Member State.

Sincerely,

² A serious crime is defined as a felony and/or a crime in which a conviction carries a minimum sentence of one year in jail. However, a conviction for a serious crime in the past will not preclude a person from bidding on/and possibly being awarded a contract if, after a review of the circumstances, the Department of Legal Services concludes that the person is presently qualified to do business with the GS/OAS.