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BID No. 08/16

**REQUEST FOR PROPOSALS
FOR**

**THE REPLACEMENT OF ONE (1) OR TWO (2) ELECTRIC CHILLERS AND ASSOCIATED PUMPS AND
ACCESSORIES (AS NEEDED)**

**DEPARTMENT OF GENERAL SERVICES
SECRETARIAT FOR ADMINISTRATION AND FINANCE**

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

November 21st 2016

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DEPARTMENT OF GENERAL SERVICES

SECRETARIAT FOR ADMINISTRATION AND FINANCE BACKGROUND

1. BACKGROUND

- 1.1 The OAS desires the replacement of the two (2) existing Carrier Model 19XL chillers installed in the 1996.
- 1.2 One goal of the project is to maximize energy efficiency by upgrading the chilled water system, including the upgrading of the chillers, evaporator and condenser water pumps, building controls, etc.

2. OBJECTIVE

- 2.1 The objective of this project is to replace one (1) or both of the existing chillers, evaporator, pumps, condenser, water pumps, accessories, and reconfigure the surrounding piping. As the construction budget is limited, pricing shall be broken down as delineated herein to allow partial replacement of equipment.
- 2.2 Should only portions of the existing system be afforded at this time, the design shall accommodate future replacement of preexisting equipment without having to reconfigure the plant or replace newly purchased equipment.
- 2.3 This RFP does not in any manner whatsoever constitute a commitment or obligation on the part of GS/OAS to accept any Proposal, in whole or in part, received in response to this RFP, nor does it constitute any obligation by GS/OAS to acquire any goods or services.

3. TERMS OF REFERENCE

The Terms of Reference (TOR) for the replacement of one (1) or two (2) electric chillers and associated pumps and accessories (as needed), are outlined on Appendix 1 , 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 the GS/OAS on November 30th 2016 at 11am.

4.2 Those firms interested in participating will meet at the General Secretariat Building (GSB), located at 1889 F Street, NW, Washington, DC, 20006. A mandatory pre-bid conference will be held immediately after the walk-thru.

4.3 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 Valentina Castro at 202-370-9873, or by email to: VCASTRO@oas.org and oasbidsubmit@oas.org.

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 goods and services required. This is an opportunity for all parties in attendance to discuss and come to conclusions regarding various baseline standards for the replacement of one (1) or both of the existing chillers, evaporator, pumps, condenser water pumps, accessories, and reconfigure the surrounding piping based on their expertise.

5. GOVERNING LAW

The selection process of the consultant services is regulated by:

5.1 This RFP.

5.2 The Procurement Contract Rules of the GS/OAS, approved by Executive Order No. 00-1.

5.3 The Performance Contract Rules, approved by Executive Order No. 05-04, Corr. No. 1.

5.4 The Executive Orders, memoranda and other dispositions and official documents of the GS/OAS applicable to this process.

6. BIDDERS' INQUIRIES

- 6.1 Bidders may submit any inquiry or request for more information and clarification regarding technical specifications in this RFP no later than five (5) business days prior to the bid closing date.
- 6.2 The requests must be submitted in a written format to the attention of Mr. Alex P. Grahammer, Director of the Department of Procurement Services (DP), by e-mail to: oasbidssubmit@oas.org, eparada@oas.org with copies to vcastro@oas.org.
- 6.3 The responses to these requests will be submitted in written format to all Bidders no later than three (3) business days before the bid closing date.

7. PROPOSALS SUBMISSION

7.1 Submittal Format

- 7.1.1 Proposals shall be submitted in 3 sealed envelopes. The first envelope will contain the Technical Proposal; the second envelope will contain the Price Proposal; and the third envelope will contain the legal documentation required in Section 7.2.3.
- 7.1.2 The Proposals shall be submitted in hard copy: one (1) original and one (1) copy. The sealed envelope containing the Bidder's Proposal shall be labeled:

GS/OAS BID No. 08/16 – RFP FOR THE REPLACEMENT OF ONE (1) OR TWO (2) ELECTRIC CHILLERS AND ASSOCIATED PUMPS AND ACCESSORIES (AS NEEDED)

_____ (*Bidder's Name*)

- 7.1.3 The Proposals shall be delivered to:

The General Secretariat of the Organization of American States
Department of Procurement Services
1889 F Street, N.W., 2nd Floor
Washington, DC 20006
USA

- 7.1.4 Additionally, the Proposals shall be submitted by electronic mail to the attention of Mr. Alex Grahammer, Director of the Department of Procurement Services (DP). Proposals sent by e-mail should be in PDF format, sent to OASBIDSubmit@oas.org, eparada@oas.org with copies to VCastro@oas.org. The electronic proposal must not exceed 15 MB in total size due to OAS e-mail restrictions. Should the electronic bid

package exceed 15 MB in size, the bidder should divide the submission into two or more emails.

7.1.5 The Proposals shall be signed by the Bidder's legal representative.

7.1.6 The Proposals shall remain valid and open for acceptance for a period of at least ninety (90) calendar days after date specified for receipt of proposals. The term of validity of the Proposals must be expressly stated on the same Proposal.

7.1.7 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.

7.1.8 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.

7.2 Required Documents and Formats in the Proposals

7.2.1 Content of the Technical Proposal:

The Technical Proposal shall include the following information/documents:

- a) A general description of the background of the Bidder.
- b) 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.
- c) 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. For this purpose, please use Format 3 of Appendix 2.

Documents related to Contractor's Personnel

- d) *Curriculum Vitae* of each consultant proposed by the Bidder Company, which shall show that the minimum requirements provided by the Terms of Reference are met.

Other information

- e) Information of Bidder's point(s) of contact. Provide the name, position, telephone number, email, and fax of the person or persons serving as coordinator or focal point of information of the Bidders concerning this bidding process.
- f) Work plan process including phases
- g) Proposals timing and staff hours.

7.2.2 Content of the Price Proposal:

The Bidders shall submit a Price Proposal expressed in US Dollars (US\$), in numbers and in words, in accordance with the TOR, Section 3 of this RFP.

A Fixed Price Contract will be signed with the prospective Contractor, therefore Price Proposals shall include all anticipated expenses, including but not limited to, fee, travel (airfare, hotel, per diem), and other costs associated with cost of executing the activities.

In addition, the Price Proposal shall include the following:

- An indication that the Price Proposals is valid and open for acceptance for a period of at least ninety (90) calendar days after date specified for receipt of proposals.
- A proposed payment/compensation schedule, considering that payments will be only furnished upon satisfactorily completed work/deliverables.

7.2.3 Legal Documentation required only for Consulting Firm:

- a) A copy of the Bidder's certificate of incorporation issued by the competent authority of its country.
- b) A copy of the Bidder's bylaws.
- c) A copy of the Bidder's license to do business in the corresponding jurisdiction (if required under the law of the duty station where the work is to be performed).
- d) A copy of the W-9 Form for US Companies and the Employer Identification Number for companies outside of the US.
- e) A copy of the Bidder's latest general balance sheet of 2014 or 2015; and copy of the Bidder's latest three (3) audited financial statements, for the years 2013, 2014 or 2015. These financial statements must be signed and/or appropriately certified by the Chief Financial Officer of the Bidder. In addition, **Bidder's DUNS number must be provided for US registered companies.**
- f) A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- g) A statement where Bidder acknowledges that he or she has read and understood the Contractual Terms and Conditions as per Appendix 1 of this RFP. The statement should follow Format 1 of Appendix 2. If the Bidder does not agree with any of the Contractual Terms and Conditions of GS/OAS, he or she should expressly indicate so in its Proposal, offer alternative language, and present the rationale of its proposal.
- h) A disclosure statement of conflict of interest. The statement should follow Format 2 of Appendix 2. In the event that the Bidder intends to subcontract or perform the contract in joint venture, such statement shall be also disclosure by the subcontractors and by each member of the joint venture.

7.3 Closing Date for Receipt of Proposals

7.3.1 Both the sealed and electronic proposals must be received by the GS/OAS no later than **11:00 AM EST, on December 2nd 2016.**

7.3.2 Proposals submitted after the deadline will not be considered.

7.4 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 is contained in sheets [insert numbers or other identification of sheets].

8. EVALUATION

8.1 Evaluation Authority

The Proposals will be evaluated by the Contract Awards Committee (CAC) of the GS/OAS.

8.2 Requests for Clarifications

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

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

8.2.3 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. Information provided by the Bidder that was not expressly solicited by the CAC through a request for clarification will not be considered during the evaluation.

8.2.4 Inquiries or requests for clarification will be addressed to the point of contact indicated by the Bidders in its Proposal.

8.3 Evaluation Process

- 8.3.1 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.
- 8.3.2 Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in the TORs. Once admitted, the CAC shall analyze and rate those Proposals using the evaluation factors set forth in paragraph 8.4.

8.4 Award Criteria

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

8.4.1 Technical Criteria:

- a) *Relevant Experience:* Bidder's relevant experience and past performance will be evaluated in respect to past or current efforts similar or relevant to this Project.
- b) *Work Plan and Methodology:* Assesses the work methodology, as well as the tools and procedures presented by the Bidder to achieve the objectives of this consultancy.
- c) *Experience and Qualification of the Contractor's Personnel:* 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.
- d) Bidder's relevant experience and past performance will be evaluated in respect to past or current efforts similar or relevant to this Project.
- e) *References Check:* The GS/OAS will request performance information from Bidder's previous clients.
- f) *Financial Capability:* Assesses the financial condition of the Bidder to perform the Contract through the review of the Bidder's financial statements.
- g) *Schedule Compliance.* Analyses the ability of the Bidder to comply with the required performance schedule.

8.4.2 Price Criteria

- a) Price Proposal.

8.5 Discussions and Negotiations

Before awarding the Contract, the GS/OAS may choose to negotiate the terms, conditions and deliverables of the Contract with the 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. The CAC shall analyze and rate those BAFOs using the evaluation factors set forth in Section 8.4 of this RFP.

9. AWARD

- 9.1 The trade-off analysis decisional rule will be applied for the evaluation of the Proposals. Under this rule, the GS/OAS 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, the GS/OAS reserves the right to consider award to other than the lowest price bidder or the highest technically rated bidder.
- 9.2 All technical evaluation factors, when combined, are significantly more important than cost or price.
- 9.3 The GS/OAS reserves the right to award the contract to multiple contractors rather than a single contractor.
- 9.4 The GS/OAS reserves the right to reject any or all Proposals, and to partially award the Contract.
- 9.5 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 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.

10. CONTRACTUAL TERMS AND CONDITIONS

10.1 Mistakes

- 10.1.1 Contractor shall be liable for improper or incorrect use of the data collected or information disclosed to Contractor by GS/OAS in connection with its Proposal, and/or in connection with any subsequent contract negotiations between GS/OAS and the Contractor.
- 10.1.2 The data and related information are legal documents and are intended to be used as such.
- 10.1.3 Contractor takes full responsibility for any errors or mistakes with respect to its bid proposal. Contractor has used its best efforts to ensure the accuracy, reliability and completeness of its proposal, and agrees that any cost of any modification of proposal or contract terms based on Contractor's error in the information it has provided with its proposal

shall be borne solely by Contractor.

10.2 Privileges and Immunities

- 10.2.1 Nothing in the Contract shall constitute an express or implied agreement or waiver by the GS/OAS, the OAS, or their personnel of their Privileges and Immunities under the OAS Charter, the laws of the United States of America, or international law.
- 10.2.2 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.

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

- 10.3.1 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.
- 10.3.2 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.
- 10.3.3 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.
- 10.3.4 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.

10.4 Due Diligence and Information on the Contract

- 10.4.1 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.

10.4.2 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.

10.5 Insurance

10.5.1 For the duration of the Contract, Contractor shall purchase and maintain in a company or companies, to which the GS/OAS has no reasonable objection, such insurance as will protect the Contractor, 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	\$5,000,000 Each Occurrence.
	\$5,000,000 Aggregate, per Project.

10.5.2 Contractor shall name the General Secretariat of the Organization of American States (GS/OAS) as an additional insured under such policies,

and shall provide the GS/OAS with a certificate evidencing the above insurance coverage.

- 10.5.3 Should any of the above described insurance policies be cancelled before the expiration date indicated in the respective certificate provided to the GS/OAS, the Contractor shall give to the GS/OAS written notice and provide a new certificate of insurance that evidences the insurance policy required.
- 10.5.4 Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above in paragraph 10.5.1. Contractor is required to provide GS/OAS with proof of those insurance policies on request.
- 10.5.5 Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under paragraph 10.5.1, above.

10.6 Key Personnel

- 10.6.1 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.
- 10.6.2 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 clause.

10.7 Subcontractors

- 10.7.1 The Contractor may enter into a contract or contractual action for the purpose of obtaining supplies, materials, equipment, or services under the Contract.
- 10.7.2 GS/OAS' written consent is required for the Contractor to enter into a particular subcontract.
- 10.7.3 Contractor is fully responsible for Contract performance, regardless of any team arrangement between the Contractor and its Subcontractors.

10.8 Other Contractual Terms and Conditions

- 10.8.1 Appendix 1 of this RFP contains the Contractual Terms and Conditions of GS/OAS' standard Performance Contract (CPR).
- 10.8.2 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 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 (Appendix 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 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.

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>.

- 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 Appendixes 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

General Secretariat of the Organization of American States
1889 F Street, N.W., 2nd Floor,
Washington, D.C. 20006
USA

Attention: Department of Procurement Services

Subject: **BID 08/16 – THE REPLACEMENT OF ONE (1) OR TWO (2)
ELECTRIC CHILLERS AND ASSOCIATED PUMPS AND ACCESSORIES (AS NEEDED)**

I _____, representative of _____ (*Bidder's name*), declare that _____ (*Bidder's name*) has read, understood and accepted the Contractual Terms and Conditions as per Appendix 1 of the Request of Proposals of BID 08/16.

Sincerely,

APPENDIX 3

FORMAT 2

CONFLICT OF INTEREST STATEMENT

General Secretariat of the Organization of American States
1889 F Street, N.W., 2nd Floor,
Washington, D.C. 20006
USA

Attention: Department of Procurement Services

Subject: **BID 08/16 – THE REPLACEMENT OF ONE (1) OR TWO (2)
ELECTRIC CHILLERS AND ASSOCIATED PUMPS AND ACCESSORIES (AS NEEDED)**

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

- a) A staff member of GS/OAS;
- b) Any person who has held the post of Secretary General or Assistant Secretary General, or a position of trust unless the contract is approved by the Secretary General or the Chief of Staff of the Secretary General;
- c) Any delegate, diplomatic representative, or other government employee of an OAS Member State;
- d) Any relative of a GS/OAS staff member above the P-3 level or a relative of any other GS/OAS staff member who has authority to issue the subject contract;
- e) Any relative of a representative or delegate of a Member State to the OAS;
- f) Any person who has entered into a performance contract terminated by GS/OAS for cause under Chapter 8 of the Performance Contract Rules;
- g) Any person employed by an institution that is receiving funds from the GS/OAS as part of a GS/OAS project, except in those cases where the employee is on leave without pay from that institution;
- h) Any person who is legally incompetent; any person who is on trial in a criminal court of any OAS Member State; or any person convicted of a serious criminal offense in one of the Member

States;

- i) Any person who has defaulted on and/or failed to perform satisfactorily an existing or previous performance contract or procurement contract with GS/OAS;
- j) Any person who does not have a valid visa to work in the country where the performance contract is to be performed and who cannot obtain one prior to the contract initiation date;
- k) Any elected official of an OAS Organ, unless the performance contract is not for or in relation to the organ on which the official serves.

Sincerely,

APPENDIX 3

FORMAT 3

COMMERCIAL REFERENCES

Nº	Name of the Company	Telephone, Address and e-mail address	POC	Description of the Consultancy	Duration of the project (mm/yyyy – mm/yyyy)
1					
2					
3					
4					
5					