

ANNEX A
Terms of Reference Service for “JANITORIAL SERVICES” at the Facilities of the
GS/OAS

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Terms of Reference Service for Janitorial Services at the Facilities of the GS/OAS

1. PURPOSE OF THE SERVICES

- 1.1. The primary goal of the Contract is to provide the GS/OAS with labor, supplies and equipment necessary for the provision of Janitorial Services in a manner consistent with “Class A” or “Trophy” commercial office space in the District of Columbia.
- 1.2. The term of the Contract shall be for one (1) year, estimated to begin in January 1st, 2023, with an option to renew thereafter for successive (twelve) month periods, up to six (6) years.

2. LOCATION AND HOURS OF OPERATION OF THE GS/OAS

- 2.1. The Janitorial Services will be performed at the following GS/OAS facilities located in Washington D.C., 20006:

Building Name and Code	Cleaning Area (Sq. Ft)	Locations in Washington, D.C.
General Secretariat Building (GSB)	244,412	1889 F St., N.W.
Main Building (MNB)	63,359	17th St. & Constitution Av., N.W.
Administration Building (ADM)	51,307	19th St. & Constitution Av., N.W.
Casita	2,353	744 C Street, N.W.
Art Museum of the Americas	6,590	201 18th Street, N.W.

- 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.
- 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 personnel, labor, material, equipment, tools, supplies, general supervision and training necessary to perform and provide the janitorial services as set forth below in these Terms of Reference (TOR) and in Appendix 1 –: Night Cleaning; Day Cleaning; and: Window Cleaning.
- 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. GREEN CLEANING AND CDC/EPA RECOMMENDATION FOR BUSINESS CLEANING

- 4.1. Green cleaning is a planned and organized approach to cleaning that is designed to protect the occupants and workers' health and reduce the impact on human health and the environment.
- 4.2. The Contractor shall use green cleaning products and processes, and shall demonstrate such capability by submitting a green cleaning plan to the GS/OAS that describes methods, materials, and equipment used under the contract.
- 4.3. Green cleaning products and processes include, but are not limited to:
 - 4.3.1. Products containing recycled contents.
 - 4.3.2. Environmentally preferable products and services.
 - 4.3.3. Vacuum cleaners with HEPA filtration.
 - 4.3.4. Bio-based products.
 - 4.3.5. Products and services that minimize the use of energy, water and other resources.
- 4.4. The Contractor shall take every precaution to ensure that, if available, only environmentally safe products are used. Preference shall be given to cleaning products that meet the following:
 - 4.4.1. United States Department of Agriculture (USDA) designated bio-based products.
 - 4.4.2. Green Seal certified (Standard GS-37 for Commercial and Institutional Cleaners).
 - 4.4.3. EPA List products Disinfectants for COVID-19
- 4.5. The Contractor shall provide all documentation necessary to assist GS/OAS to obtain the Leadership in Energy and Environmental Design for Existing Buildings LEED (EB) or other "green building" certifications.
- 4.6. The contractor will also follow CDC/EPA guidelines and recommendations for business cleaning and disinfecting for COVID-19 and/or other health-related emergencies

5. DUTIES AND SCHEDULE OF SERVICES

5.1. The janitorial services or “Night Cleaning” is to be provided as described in Appendix 1-Section 1, hereto, on a daily and periodic basis, at all GS/OAS locations listed in paragraph 2.1, above, as follows:

<i>Schedule</i>	<i>Location</i>
Monday through Friday, from 6:00 p.m. to 10:00 p.m.	General Secretariat Building (GSB),
Monday through Friday, from 6:00 p.m. to 11:00 p.m.	Main Building (MNB), Administration Building (ADM), Casita and Art Museum of the Americas

5.2. The janitorial services or “Day Cleaning”, is to be provided as described in Appendix 1, hereto, on a daily and periodic basis, at all GS/OAS locations listed in paragraph 2.1, above , as follows:

- 5.2.1.GSB - Monday through Friday from 7:30 a.m. to 4:00 p.m.
- 5.2.2.GSB garage cleaning - Saturday’s form 9:00 am to 1:00 pm.
- 5.2.3.MNB, ADM, Museum and Casita - Monday through Friday from 8:00 am to 4:30 pm.

5.3. The “Window Cleaning” is to be provided as described in Appendix 1, hereto, twice a year.

5.4. The schedule of services shall not be changed unless authorized by the GS/OAS.

5.5. 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 five (5) days in advance.

6. STANDARS OF PERFORMANCE

The Contractor through innovation, technology, or other means shall perform the work to meet the quality and performance standards described in detail in paragraphs 6.1 through 6.20 below:

6.1. High Cleaning:

- 6.1.1. All surfaces and objects in the building approximately 72 inches or more from the floor shall be cleaned by dusting, damp wiping and/or vacuuming, to remove all dust, grease and/or other foreign matter, etc.
- 6.1.2. When hand dusting, a clean, treated dust cloth shall be used.
- 6.1.3. Dust falling from areas onto surrounding furniture, equipment, etc., shall be removed.
- 6.1.4. Upon completion of cleaning, there shall be no dust, streaks, oils spots, smudges, etc., including, but not limited to, pipes, walls and ceiling areas adjacent to ventilation and air conditioning outlets.

6.2. Horizontal Surfaces:

All surfaces shall be free of dust, dirt, oil spots, or smudges.

6.3. Policing - Procedures include:

- 6.3.1. Picking up and removing from areas inside and outside the buildings all paper, trash, bottles, and other discarded materials.
- 6.3.2. Empty and clean ash receptacles located outside of the buildings.
- 6.3.3. Picking up and removing foreign substances from areas inside and outside the buildings.
- 6.3.4. Clean, polish and sanitize /disinfect drinking fountains.
- 6.3.5. Mopping up wet areas caused by spillage or inclement weather.

6.4. Sweeping and Damp Mopping of Non-Carpeted Surfaces:

- 6.4.1. All non-carpeted floor surfaces (including sidewalks, corners, and edges) shall be free of streaks, dust, marks, string, gum, grease, tar, chemical residue, and/or any foreign matter or spillages. Contractor's personnel shall remove all foreign material adhered to floor surfaces. A treated dust mop shall be used. Spillages shall be removed by damp mopping. Special attention shall be given to floor areas underneath furniture, damp mopping and/or rinsing, along with appropriate cleaning solution.
- 6.4.2. No dirt shall be left where sweepings were picked up. Special attention shall be given to edges and corners to ensure that they are clean and free of marks, residue, etc., as a result of this process.
- 6.4.3. All surfaces are to be dried.

6.5. Wet Mopping and Scrubbing of Non-Carpeted Surfaces:

- 6.5.1. The floors shall be thoroughly swept to remove visible dirt, debris, and any adhered (stuck) materials before they are thoroughly wet mopped and scrubbed, when necessary.
- 6.5.2. Upon completion of the mopping and scrubbing, the floors shall be swept in areas not accessible to Contractor's cleaning machines. Special attention shall be given to edges and corners to ensure that they are clean.

6.6. Buffing of Non-Carpeted Surfaces:

- 6.6.1. Sweep floor thoroughly. Damp mop.
- 6.6.2. Spray buff floor using floor polishing machine and buff immediately to blend in to produce and maintain high, non-slip polished surface. Special attention shall be given to edges and corners to ensure that they are clean and free of marks and residue from this operation.

6.7. Stripping and Finishing Non-Carpeted Surfaces:

- 6.7.1. Remove furniture if necessary.
- 6.7.2. Floors shall first be swept thoroughly, and all adhered materials removed. Floors shall then be stripped to remove all old finish. A concentrated solution of approved stripper shall be applied and scrubbed with an approved scrubbing pad. Difficult spots shall be

removed by hand. Care shall be used so that baseboards, walls, and furniture shall not be splashed or damaged. Special attention shall be given to edges and corners

6.7.3. Cleaning solution shall be taken up with a mop or a wet vacuum and the floor rinsed with clean water. Floors shall be allowed to dry thoroughly after rinsing.

6.7.4. A minimum of four coats of approved finish shall then be applied. Sufficient drying time shall be allowed between each coat. Only the last coat shall be applied up to but not touching baseboards. All other coats shall be applied to within four inches of the baseboards. In the event baseboards, wall and/or corners are splashed during these procedures, they shall be immediately hand cleaned and restored to their former condition.

6.7.5. Relocate any moved furniture.

6.8. Vacuuming:

6.8.1. All vacuuming shall be performed with vacuum cleaners using high efficiency air filters

6.8.2. Carpeted areas shall be vacuumed. Special attention shall be given to edges and corners.

6.8.3. Dirt and foreign matter shall be removed from all surfaces.

6.9. Spot Vacuuming and Stain Removing:

6.9.1. Carpeted areas shall be spot vacuumed assuring that all visible dirt and debris are removed.

6.9.2. If the area being cleaned is visibly dirty, it must be vacuumed thoroughly.

6.9.3. Stains shall be removed with the appropriate machine.

6.9.4. Permanent stains or damages to the carpets are to be reported to the GS/OAS representative.

6.10. Thorough Dusting:

6.10.1. A vacuum brush shall be used, or hand dusting shall be done, whichever is most effective. When hand dusting is performed, a clean, treated dust cloth shall be used. After dusting there shall be no dust streaks, oil spots, smudges, etc., on dusted surfaces. This includes all areas and objects to approximately 72 inches above the floor including light fixtures.

6.10.2. Contractor's personnel shall not disturb papers, files, books or any other materials on desks or cabinets. In order to have desks dusted, building occupants must leave the surface cleared in the evening (specified executive areas are exempted from this particular requirement).

6.11. Damp Wiping:

6.11.1. A clean damp cloth or sponge shall be used to remove all dirt, spots, splash marks, streaks and smudges from walls, glass and other surfaces. Surfaces shall be dried to provide a polished appearance.

6.11.2. When damp wiping in restroom areas, an approved disinfectant deodorant solution shall be used.

6.11.3. This includes all areas and objects up to approximately 72 inches above the floor. However, the total surface will be damp wiped when there is a noticeable difference between the areas below 72 inches and above 72 inches.

6.12. Porcelain Ware Cleaning/Stainless or Stainless Steel:

6.12.1. Porcelain fixtures (drinking fountains, washbasins, urinals, toilets, etc.) shall be cleaned, disinfected, and polished. There shall be no dust spots, stain, rust or encrustation.

6.12.2. Walls and floors adjacent to fixtures shall be free of spots, drippings and watermarks, and grouting shall be clean and free of any mold and/or dirt.

6.12.3. All fixtures shall be maintained free of unpleasant odors at all times.

6.13. Woodwork and other surfaces:

6.13.1. Including corners, crevices, moldings, ledges, handrails, grills, doors, doorknobs, door frames, kick plates, etc., shall be free of dust, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks

6.13.2. Hand touch surfaces like counter tops, kitchen tops, handrails, doorknobs, shall be cleaned and disinfected

6.14. Bright Work:

6.14.1. Polishing of bright metal (brass, steel, etc.) shall be performed by damp wiping and drying with a clean cloth.

6.14.2. If a polished appearance cannot be produced, approved metal polish shall be applied to obtain the required finish.

6.15. Elevators:

6.15.1. Elevator door tracks shall be clean and free of dirt, debris, built-up grime, dust, smudges, and other foreign matter.

6.15.2. Exterior and interior elevator car surfaces shall be clean and free of finger marks, smudges, and spills. Carpets and floors shall be free of spots, dirt, and debris. Floors requiring a finish shall be maintained at a high luster.

6.16. Glass:

6.16.1. All glass surfaces shall be cleaned until free of dirt, spots, splash marks, streaks and smudges.

6.17. Mats and Runners:

6.17.1. All mats and runners shall be clean and free of spots, soiled traffic patterns, dirt, debris, gum, and crusted material.

6.18. Loading Dock Floors:

6.18.1. Spill residue and clean-up materials shall be disposed off in accordance with the Environmental Protection Agency (EPA) standards and/or State and local regulatory agency requirements

6.19. Blinds and Drapes:

6.19.1. All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots.

6.19.2. Blinds and coverings that are not operating properly shall be reported to the GS/OAS representative for repair.

6.20. Inside Window Cleaning:

6.20.1. All windows shall be cleaned inside and outside until they are free of dirt, spots, splash marks, streaks and smudges.

7. QUALITY CONTROL PLAN (QCP)

7.1. Contractor shall develop and implement a complete Quality Assurance/Control Plan (QCP) to ensure the Janitorial Services provided to GS/OAS attains a consistently high level of performance, according to the TORs.

7.2. The QCP is a system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable. The QCP shall be prepared by the Contractor and provided as part of the bid package for review and acceptance by GS/OAS

7.3. Contractor shall provide the GS/OAS representative on monthly basis regular reports on the performance of the services. The type of each report shall be mutually agreed upon between the GS/OAS and the Contractor.

7.4. In addition, a GS/OAS representative, together with the on-site supervisor, may perform random inspections. These random inspections will be in addition to the regularly scheduled inspections throughout the Contract period.

8. GENERAL REQUIREMENTS

8.1. Contractor shall maintain its materials and equipment in a clean and working condition which will be stored in areas designated by GS/OAS. Storage of equipment, supplies, and materials shall be maintained in a neat and clean manner.

8.2. Contractor shall also supply:

8.2.1. Sanitary napkins. Contractor shall collect and retain the proceeds from the sale.

8.2.2. Plastic liners for all waste baskets. These shall be changed weekly.

8.2.3. Refill hand sanitizer stations

- 8.3. Contractor shall take proper precautions such as the placement of mats, caution signs and barriers to alert GS/OAS' facilities occupants and visitors of wet hazardous areas.
- 8.4. Whenever furniture or other objects must be moved, Contractor shall return these items to their original placement upon completion of work.
- 8.5. Contractor shall immediately report in writing to the GS/OAS representative all hazardous conditions, including any that may lead to fires; as well as items in need of repair, including lights, leaky faucets, toilet stoppages, etc.
- 8.6. For the cleaning of all secured areas (Office of the Secretary General, Office of the Assistant Secretary General, Office of the Inspector General, Credit Union, internet room, computer room, mechanical room, and mail room) Contractor's personnel shall request the security guard on duty to open the door and lock the secured area after the cleaning is completed.
- 8.7. Contractor's personnel shall be required to deliver immediately all lost and found articles to the OAS Security Officer on duty and a report of such articles shall be submitted by Contractor to the GS/OAS representative.
- 8.8. Contractor shall establish a mechanism for reporting the time and attendance of Contractor's personnel. The time and attendance reporting shall incorporate the following:
 - 8.9.1. Contractor's Nighttime employees shall be required to punch a Time Card, and to sign a Time Worksheet at the start and end of each shift that shall be submitted to the GS/OAS representative on a daily basis.
 - 8.9.2. A five (5) minute grace period will be given to all cleaning employees at the start of each shift without penalty. Any employee who is six (6) minutes late or later will receive a deduction in pay.
- 8.10. All materials and supplies furnished by the Contractor for the performance of the services will be at a fixed annual cost. A list and description of all proposed materials and supplies is to be provided with the Contractor's proposal.
- 8.11. When portions or entire blocks of space totaling 3,000 square feet or more are to remain unoccupied and otherwise inaccessible for cleaning for thirty (30) calendar days or longer, the associated cost paid to clean the unoccupied area shall be deducted from Contractor's monthly invoice based on the following calculation: the total square feet of the unoccupied space is multiplied by the applicable building square footage cost. This amount is then deducted from the Contractor's monthly invoice.
- 8.12. Upon completion of the daily work, the Contractor shall see that:
 - 8.12.1. All slop sinks, locker areas, etc., are left in clean, neat and orderly condition.
 - 8.12.2. All lights are turned-off.
 - 8.12.3. All windows are closed.
 - 8.12.4. All blinds are lowered and so tilted as to keep out the sunlight.

- 8.12.5. All doors for entering and leaving the buildings are locked and all other doors are locked in accordance with more detailed instructions to be provided by the GS/OAS representative.
- 8.12.6. All malfunctioning and broken equipment (leaky faucets, stopped toilets, drains, etc.), breakage and unusual conditions are promptly reported in writing to GS/OAS representative.

8.13. Waste Management and Recycling Program

The Contractor shall use the following guidelines for waste management and recycling materials:

- 8.13.1 Contractor's personnel shall be required to keep office trash separate by using three containers when extracting: Blue containers for paper, orange containers for glass, plastic and metal, and black containers for non-recyclable materials.
- 8.13.2 Cardboard and boxes must be broken and flattened to be appropriately deposited in the cardboard container located at the loading dock.
- 8.13.3 Contractor's personnel shall place the recyclables (including compostable material, if applicable) and non-recyclable trash in their appropriate containers at the loading dock.
- 8.13.4 When requested, Contractor shall search the waste/recycled container for lost valuables and classified material.

8.14. Special Events

- 8.14.1 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 janitorial services will be required to be performed during and after the event.
- 8.14.2 In case these requirements result in a modification to the Contract Price, Bidders are requested to indicate rate on a per event basis, or on a per man hour basis.

8.15. Training:

- 8.15.1. Contractor shall provide, on an ongoing basis, general training and safety-related training, as well as follow-up training to its employees. Training shall take place at least every six months, beginning on the effective date of this Contract, in a language and manner that each member of the janitorial staff can understand.
- 8.15.2. At least every six months, Contractor shall report in writing to the GS/OAS representative the contents of the training, the names of the persons being trained, and the names of the trainers. This ongoing training is to be monitored by a representative of the GS/OAS.
- 8.15.3. Contractor shall notify GS/OAS in advance when and where such training is to take place.
- 8.15.4. GS/OAS shall have the option to request the removal from the premises of any of the Contractor's employees for incompetence, insubordination, or other objectionable behavior. Contractor shall immediately grant any such request from GS/OAS. Contractor's collective bargaining agreement, if any, shall recognize the GS/OAS' options without any qualifications.

9. SERVICE REQUIREMENTS.

- 9.1. Contractor shall be licensed as a Janitorial Services company for at least ten (10) years in accordance with the requirements of the laws of the District of Columbia.

10. QUALIFICATION REQUIREMENTS OF CONTRACTOR'S PERSONNEL

10.1. General

- 10.1.1. Contractor's personnel shall be qualified to perform the duties specified in Appendix 1, efficient, and bonded.
- 10.1.2. Contractor's personnel must have integrity, be courteous, respectful, attentive, and trustworthy.
- 10.1.3. Contractor's personnel must be free of criminal records, drug free and must not be facing criminal charges.
- 10.1.4. 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.
- 10.1.5. Contractor's personnel shall be in physical condition to be able to perform duties as required in Annexes 1, 2 and 3.

10.2. Legal Status

- 10.2.1. 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.
- 10.2.2. Contractor shall be required to produce evidence of legal status of any of Contractor's employees, if the GS/OAS so requests.
- 10.2.3. Contractor's personnel shall have reached the age of 21 years at the time of employment under the Contract.

10. APPEARANCE AND CONDUCT OF CONTRACTOR'S PERSONNEL

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

- 10.2. **Conduct:**

- 10.2.1. 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.
- 10.2.2. 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.

11. WAGES RATES AND OTHE LABOR STANDARDS

- 11.1. 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 Janitorial 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 Annex D.
- 11.2. Contractor shall be responsible for withholding for social security, Medicare, Workmen's Compensation benefits, and any other withholding required by law.
- 11.3. 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.
- 11.4. 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 may, at Contractor's option, 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. The Plan or Policy shall include dental benefits for full time employees. 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.

11.5. Vacation Benefits – The Contractor shall guarantee that its employees assigned to work under this Contract and working at a rate of at least 20 hours per week shall receive at least five (5) days paid vacation by Contractor after the first (1) year anniversary of their hire date by Contractor. 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.

11.6. 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.

11.7. 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.

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

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

- 12.1.1. Suitable toilet facilities for Contractor's employees.
- 12.1.2. Storage space for Contractor's supplies and equipment.
- 12.1.3. Utilities, such as electricity and water.

12.1. GS/OAS property furnished for the performance of the Contract shall remain GS/OAS' property throughout the Contract term.

13. **PROPERTY AND SERVICES TO BE FURNISHED BY CONTRACTOR FOR THE EXECUTION OF THE CONTRACT**

Contractor shall furnish all Personnel assigned to the Contract with:

13.1. **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.

- 13.1.1. Contractor's Day-Time employees shall be required to wear uniforms of a color, fabric, and style acceptable to the GS/OAS. Uniforms shall have a cloth patch with Contractor's organizational logo sewn above the left shirt pocket.

- 13.1.2. Contractor's Night-Time employees shall be required to wear smocks with a cloth patch depicting Contractor's organizational logo.
- 13.2. **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.

14. GENERAL NOTES

- 14.1. 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.
- 14.2. Contractor's personnel on break or at lunch are authorized to eat only in the designated break rooms.
- 14.3. 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.
- 14.4. Contractor will not be provided on-site parking facilities. Consideration will be given to some Contractor's personnel in emergencies and extreme weather conditions or during special events. GS/OAS reserves the right to withdraw this privilege at any time.
- 14.5. Contractor's 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.
- 14.6. Contractor's employees shall be instructed not to carry packages or bags into or out of GS/OAS premises. The GS/OAS Security Guard shall inspect any packages or bags that Contractor's employees find necessary to carry into or out of the premises in contravention of these instructions. The GS/OAS Security Guard shall be physically present to sign-out and check out Contractor's employees as they leave the premises at the conclusion of each night's work.
- 14.7. Contractor shall remind Contractor's employees that all personnel, vehicles, and property entering or leaving the GS/OAS are subject to search.

APPENDIX 1
Services Requirements for
Night Cleaning, Day Cleaning and Window Cleaning
(excel)

Appendix 2

SAMPLE

JANITORIAL SERVICES CONTRACT

APPENDIX 2

JANITORIAL 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, hereinafter referred as "GS/OAS" or "Owner", a public international organization with headquarters in Washington, D.C., United States of America ("U.S.A."), and _____, hereinafter referred as "Contractor", a corporation licensed to do business in Washington, District of Columbia, U.S.A., with offices at _____, _____ (collectively, "the Parties").

WITNESSETH THAT:

WHEREAS Owner desires to purchase Janitorial Services at the facilities of the GS/OAS and,
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 for Services A of Bid No. 02/22 the Contractor's Proposal submitted for Services A of Bid No. 02/22 negotiations and 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: Jay Anania Secretary for Administration and Finance or his delegated representatives: Enrique Bello, Director of the Department of General Services and/or Percy Hurtado, Chief Engineer.

1.2 General Provisions

1.2.1 Services:

Contractor shall provide janitorial services for the Owner’s facilities located at Washington, D.C., which consists on the provision of all labor, material, equipment, supervision, and training to accomplish all the services set forth in Format 3 of the Annex D – of Bid No. 02/22.

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 of the Annex A- Terms of Reference of the Request of Proposals for Service A 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 janitorial services for the following buildings and accompanying grounds owned and/or occupied by Owner:

Building Name and Code	Location	General Description
General Secretariat Building (GSB)	1889 F St., N.W., Washington, D.C.	Eight (8) floors, terrace level (TL), and an underground, three-level parking garage totaling approximately 244,412 square feet of office space, conference rooms, storage areas, circulation space, mechanical areas, and parking space
Main Building (MNB)	17th St. & Constitution Av., N.W., Washington, D.C.	Two (2) floors and a basement totaling approximately 63,359 square feet of office space, conference rooms, ceremonial space, storage areas, mechanical areas, and circulation space
Administration Building (ADM)	19th St. & Constitution Av., N.W., Washington, D.C.	Four (4) floors and a basement totaling approximately 51,307 square feet of office space, library space, conference rooms, storage areas, circulation space, and

		mechanical areas
Casita	744 C Street, N.W., Washington, D.C.	Two (2) floors and approximately 2,353 square feet of office space and workshop areas
Art Museum of the Americas	201 18th Street, N.W., Washington, D.C.	Approximately 6,590 square feet of galleries, work shops and storage space

The MNB, the ADM, the Casita and the Museum are normally referred to collectively as the "Constitution Avenue Complex."

ARTICLE II COVERAGE

- 2.1 The daily "Night Cleaning" services at the set forth in Appendix 1 of Annex A, hereto, shall be provided by Contractor at all GS/OAS locations listed in Subparagraph 1.2.2, above Monday through Friday, from 6:00 p.m. to 11:00 p.m.
- 2.2 The daily "Day Cleaning" services set forth in Appendix 1 of Annex A, hereto, shall be provided by Contractor at the GSB Monday through Friday from 7:30 a.m. to 4:00 p.m., and at the Constitution Avenue Complex (*i.e.* the "MNB, "ADM", "Museum", and "Casita"), Monday through Friday from 8:00 am to 4:30 pm.
- 2.3 The window cleaning services set forth in Appendix 1 of Annex A, hereto, shall be provided by Contractor at the GSB Monday through Friday from 7:30 a.m. to 4:00 p.m., and at the Constitution Avenue Complex (*i.e.* the "MNB, "ADM", "Museum", and "Casita"), Monday through Friday from 8:00 am to 4:30 pm.
- 2.4 No cleaning services shall be performed by Contractor on the following GS/OAS' official holidays:
 - New Year's Day
 - Martin Luther King's Birthday
 - Inauguration Day (every four years)
 - President's Day
 - Good Friday
 - Memorial Day
 - Juneteenth National
 - Independence Day
 - Labor Day
 - Columbus Day
 - Thanksgiving Day
 - Friday after Thanksgiving Day
 - Christmas Day
- 2.5 The GS/OAS will notify Contractor in writing of any exception(s) to the holidays listed above.
- 2.6 In case of extreme weather conditions, such as heavy snow days, GS/OAS will follow the Federal Government regarding the closing of operations.

**ARTICLE III
CONTRACT COST**

3.1 For the duration of this Contract, the complete cost of supplies, wages, taxes, insurance, overhead, subcontracts, any and all other charges and fringe benefits paid by Owner to Contractor shall not exceed:

3.1.1 The total of \$_____ for Contractor supplied services detailed on the corresponding Bid Sheets A-D, which are hereby incorporated by reference into this Contract and are attached hereto as Annex IV.

3.1.2 The rate of \$_____ per cleaner per hour and the rate of \$_____ per supervisor per hour for services requested by the Owner to accommodate its Special Events, as quoted on the Bid Sheet E, which is hereby incorporated by reference into this Contract and is attached hereto as Annex IV – E.

3.1.3 There will be no “holiday pay” or additional cost for services provided by Contractor on any day listed as a “holiday” in Article II, Paragraph 2.2, above.

**ARTICLE IV
PAYMENTS**

4.1 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.

4.2 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:

4.2.1 1/12th of the cost of the basic Contract.

4.2.2 the unit cost for such window cleaning as accomplished by Contractor during the preceding month; and,

4.2.3 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 janitorial services, Contractor shall strictly adhere to the Terms of Reference of the Request of Proposals for Service A of Bid No. 02/22.

5.2 Employee Benefits

5.2.1 Contractor warrants that it fully complies with all labor and employment laws and legal requirements applicable to the provision of Janitorial 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.

5.2.2 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.

5.2.3 No Retaliation – Contractor shall not punish or take any other retaliatory measure against any of its Employees who report to Owner any breach of Contractor's obligations under this Contract or under the applicable law.

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 full time employee of Owner to perform services under this Contract. Contractor warrants that no official or staff member of Owner shall personally share in the proceeds from this Contract or derive any personal benefit there from.

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 Information System Security and Harassment

Contractor has certified that it and its employees responsible for supervising this Contract have read and are familiar with Owner's policies regarding Information System Security and Harassment established in GS/OAS Administrative Memorandum No. 90 "Information Systems Security Policy", GS/OAS Executive Order No. 95-07 "Prohibitions Against Sexual Harassment", and GS/OAS Executive Order No. 05-07 "Prohibition Against Workplace Harassment.", and GS/OAS Executive Order 05-8 "Protection for Whistleblowers, Informants, and Witnesses;

5.7 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.

ARTICLE VI INSURANCE AND PERFORMANCE BOND

6.1 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.

6.2 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.

6.3 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\$60,000.00 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

- 7.1 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 this Contract are exempt from sales and use tax. Nonetheless, Contractor is not entitled to GS/OAS' sales and use tax exemptions on the goods and services it purchases to comply with this contract, and Contractor shall pay all sales, consumer, use, and similar taxes it incurs in the performance of this Contract.
- 7.2 Provided, however, that, if at any time Contractor has authority to purchase goods for Client's account as Client's agent, then Contractor shall claim exemption to said taxes based on GS/OAS' status and on GS/OAS' tax exemption certificates provided to Contractor by GS/OAS, and pursuant to other documentation provided by GS/OAS. Contractor shall credit to GS/OAS' account the full amount of taxes not owed and not paid.

**ARTICLE VIII
INDEMNITIES AND LIABILITIES**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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**

- 9.1 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.

- 9.2 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.
- 9.3 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.
- 9.4 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 janitorial services company for at least ten (10) years 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.
- 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 Peter Quilter, 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 periods, 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. The modification will be proportional to the increase of a reasonable index that both Parties agree to use.

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: Jay Anania, Secretary for Administration and Finance
--

<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 Appendix 1 of the Annex A-Terms of Reference of the Request of Proposals for the Service A 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

FORMATS

FORMAT

PRICE PROPOSAL COST ELEMENTS