

ANNEX B

**Terms of Reference Service for Service B “Security Services at the Facilities of
the GS/OAS”**

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1. PURPOSE OF THE SERVICES

- 1.1 The primary goal of the Contract is to provide the GS/OAS with uniformed, unarmed trained Security Guards to ensure the safety and to avoid violence in any crisis while affording maximum protection to GS/OAS' staff members, members of Permanent and Observer Missions to the OAS, GS/OAS' buildings, grounds and premises, personal property, and to any user of GS/OAS' facilities and services.
- 1.2 Although not armed, the uniformed Security Guard force will act as a deterrent to protestors, demonstrators, and to anyone who may plan to commit an act of violence against GS/OAS persons and property.
- 1.3 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. LOCATIONS AND HOURS OF OPERATIONS

2.1 The Security Guard services will be performed at the GS/OAS facilities located at:

Building Name and Code	Location
General Secretariat Building (GSB)	1889 F St., N.W., Washington, D.C.
Main Building (MNB)	17th St. & Constitution Av., N.W., Washington, D.C.
Administration Building (ADM)	19th St. & Constitution Av., N.W., Washington, D.C.
Casita	744 C Street, N.W., Washington, D.C.
Art Museum of the Americas	201 18th Street, N.W., Washington, D.C.

- 2.2 Normal OAS 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's 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

On these days, the Security Guard services will be performed on a Saturday/Sunday work schedule (no guard will be required at the museum). Weekend schedule will also be applied when OAS buildings close due to weather or because of administrative decision.

3. SCOPE OF WORK

3.1 Contractor will provide an annual total of 38,818 man/hours of Security Services (Project Manager, Shift Leaders and Guards) determined necessary to adequately perform the services requested in these TORs, excluding the hours for special events as per Annex 3 of these TORs. The annual total man/hours of Security Services can be modified by GS/OAS prior to contract agreement and/or renewal notification and/or revised during contract implementation as per item 4.3 below. The total hours of physical security services for the year considering the twelve Federal Holidays (item 2.4 above) will be 37,858. The hours of physical security services may be modified according to the Holiday schedule determined by GS/OAS for the corresponding year.

3.2 The Security Guard services include, but are not limited to the following:

3.3 Provide physical security services, electronic security surveillance monitoring and management of systems, fire & safety equipment monitoring, asset protection, and static diplomatic security services for OAS Mission personnel, General Secretary, Assistant General Secretary, and visiting Dignitaries.

- 3.3.1 Provide access control and surveillance of all persons entering and exiting GS/OAS buildings and garages.
- 3.3.2 Conduct appropriate access control management, including validation of identifications, and registering of guests, visitors, and vendors entering OAS installations. Inspect packages, briefcases, purses, duffel bags, and other items for contraband or hazardous materials being brought into GS/OAS premises.
- 3.3.3 Operate magnetometer equipment and conduct visitor screening.
- 3.3.4 Conduct periodic patrols inside and outside the buildings as determined by the OAS/Security Chief and as specified for each of the five (5) OAS installation at OAS HQ offices.
- 3.3.5 Protect permanent artwork and art exhibits located in the Museum of the Americas and other OAS installations, through execution of approved physical security measures for the Museum to include CCTV monitoring, and inspections of guest and visitors entering or leaving OAS installation.
- 3.3.6 Deter and report unauthorized personnel or vehicular entry to GS/OAS facilities.
- 3.3.7 Provide intrusion and fire alarm monitoring and respond to emergencies to safely evacuate staff, guest, and diplomatic corps.
- 3.3.8 Endeavor to prevent the occurrence of fires, explosions, collapses, and other catastrophes. In case of such an event, Contractor will summon appropriate response agencies and then notify GS/OAS in accordance with applicable and standing orders and policies; assist in minimizing the effects thereof; and assist in restoring the area to a safe

condition.

- 3.3.9 Safeguard and deter the commission of crimes against persons and property; summon the appropriate law enforcement or emergency service agencies and assist as required.
- 3.3.10 Respond to and investigate all smoke and fire alarm conditions and any other indications of suspicious activities within any OAS property as required.
- 3.3.11 Maintain the scene of an incident or crime to protect evidence in accordance with established procedures and training.
- 3.3.12 Deter and report violations of GS/OAS regulations.
- 3.3.13 Accompany staff after dark to their vehicles or any other office garage location within OAS installations, when requested and appropriate.
- 3.3.14 Assist with authorized access to locations requiring master key access and security service support.
- 3.3.15 Conduct visual inspections of all OAS installations, offices, equipment rooms, garages, and exterior perimeter, through scheduled security walkthroughs to assure no safety or security problems exist. Check all floors as staff and janitorial personnel leave for the day to ensure that lights and any other electrical units are safely turned off.
- 3.3.16 Report any existing hazardous conditions to GS/OAS engineers that require immediate attention or repair, including inoperative lights, leaky faucets, broken or slippery floor surfaces, and other safety-related issues.
- 3.3.17 Maintain OAS safety and security requirements within the assigned installations that are consistent with Security Guard training and equipment.
- 3.3.18 Prepare required orders, instructions, and incident reports, including reports on accidents and fires; maintain and make available all records in connection with the duties and responsibilities of the assignment.
- 3.3.19 When authorized, receive, safely keep, and turn over to appropriate persons, official mail, messages, and/or faxes; and receive telephone calls in connection with the responsibilities of the assignment.
- 3.3.20 If required, assist in directing traffic, controlling, and monitoring admittances to OAS parking areas.
- 3.3.21 Use the Inventory Transfer Between Security Shifts form to receive and account for keys to the buildings, various offices, chain locks, visitors, and janitorial logbooks, etc.
- 3.3.22 Receive, register and safely store lost and found articles pending return to owner or for appropriate disposal in accordance with OAS security procedures.
- 3.3.23 Request professional medical assistance from GS/OAS Nurse and/or call 911 in accordance with GS/OAS procedures in the event of injury or illness to GS/OAS employees or others while in the buildings or on GS/OAS property.
- 3.3.24 In the event of emergency or unusual occurrence adversely affecting the interest of the GS/OAS, summon appropriate assistance such as the local fire and/or police departments and immediately notify the GS/OAS. Security guard personnel shall also assist in firefighting duties when fires occur within the GS/OAS buildings.
- 3.3.25 Perform other functions as necessary in the event of situations or occurrences such as civil disturbances, attempt to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the GS/OAS, its employees, property, and the public lawfully in buildings or on property under the control of the GS/OAS consistent with security force training and equipment so as not to endanger persons and property.
- 3.3.26 Observe and enforce posted rules and regulations covering the GS/OAS facilities.
- 3.3.27 Answer telephone calls promptly at all guard posts with courtesy and state: "*Organization of American States, Guard's Desk (location), May I help you?*"
- 3.3.28 Be helpful and, within reason, provide information or services requested.
- 3.3.29 All Security Guards shall use the access control login system, to:

- (a) Accurately log all security activities during each shift.
- (b) Sign in and out before and after each shift.
- (c) Record at the beginning of each shift the condition of all items found on the check list (check list located at each security desk).
- (d) Project Manager, Field Supervisor and Shift Leader shall read the access control system and spreadsheet logs entries from previous shifts to be informed of all past activities submitted by Security Guards.

4. SCHEDULES OF SHIFTS, SECURITY COVERAGES AND DUTIES BY BUILDING

- 4.1 For a description of the required Security Guard shifts by building see Appendix 1 - Shift Schedules and Hours required by Building.
- 4.2 For a description of the required security coverage and duties by building see Appendix 2 - Schedule of Security Coverage and Duties by Building.
- 4.3 The GS/OAS reserves the right to amend, modify, and reissue shift schedules, security coverage and duties in all or any GS/OAS building in writing at any time.

5. CONTRACTOR'S KEY PERSONNEL

- 5.1 District Manager: The Contractor shall provide without cost for the GS/OAS a designated District Manager who shall: (i) act on Contractor's behalf and be responsible for the overall management and coordination of the Contract with the GS/OAS Representative; (ii) have full authority to act on behalf of Contractor; (iii) act as the Contractor's central point of contact with the GS/OAS; (iv) be located within the Washington, D.C. metropolitan area; (v) be present on-site a sufficient amount of time (at least two (2) hours per week) to oversee the quality control of Contractor's operations in accordance with the performance requirements of the Contract; and (vi) be available to GS/OAS Representative within four (4) hours of a request placed during GS/OAS normal operating hours.
- 5.2 Project Manager: On-site manager responsible for the immediate supervision of all Security Guards and responsible for the management support to Special Events. The Project Manager shall: (i) ensure that services are provided in accordance with the performance requirements of the Contract; (ii) manage security operations proactively; and (iii) assist the GS/OAS Chief of Security in the issuance of GS/OAS identification cards.
- 5.3 Field Supervisor: Unarmed, uniformed, security trained supervisor employee who shall: (i) supervise security officer activities in all three GS/OAS security shifts and all locations, making sure that all security policies and procedures are followed and complied by all security officers; (ii) monitor the daily activities of each security officer, like arrival time, read the daily logs, and personal presentation (uniform), etc.; (iii) train, instruct, supervise security officers and on policies and procedures defined in the SOP, by GS/OAS Chief of Security and or Project Manager; (iv) schedule security officers for special events, PTOs and other schedule changes in coordination with the Chief of Security and the Project Manager; (v) provide training to new hire security officers; (vi) write daily reports and a weekly summary of activities performed with highlights of security officer and parking officer activities; (vii) process security officers' time cards on a biweekly basis.
- 5.4 Shift Supervisors: Unarmed, uniformed, security trained management employees who shall: (i)

be directly responsible for the shift activities during a tour of duty, including but not limited to, scheduling of Security Guards and response to emergencies; and, (ii) report to the GS/OAS Chief of Security in the absence of the on-site Project Manager.

5.5 Security Guards: Uniformed and trained employees who shall perform routine protective and access control duties as required. Security guards must be licensed in the District of Columbia to perform duties as Security Officers.

5.6 Security Guard Officer at the ID Office: The Contractor will assign one SGO to work at the Security Office located at GSB, who shall: (i) issue ID, bases on existing policies and procedures; (ii) entry data from issued IDs to DSX, IVS, Alpha 5 and ID control database; (iii) entry data from expired and cancelled IDs to DSX, IVS, Alpha 5 and ID control database; (iv) produce photos based on requests for visa application for OAS employees, G4 Visas and private use; (v) keep the photo paid service control, receive checks and deliver to the DFS; (vi) keep the ID office filing system organized; (vii) assist OAS and IBS on time management of security officer and general services personnel in special events participation; (viii) assist on time management of security officer by filing and sending to IBS approved PTO requests; (ix) generate and print OAS Staff Roaster periodically; (x) generate DSX history reports of security officer's activities for the evening, awakening and weekend shifts; (xi) prints short terms passes and keep the log updated; (xii) register ID office daily activity and generate a weekly ID office report; (xiii) substitute security officers during the lunch period; (xiv) assist security officers opening the LD or other cores when there is a high demand of lobby security officers; (xv) keep updated security information at the security desk printed folders; (xvi) keep updated security service materials supply; (xvii) archive Contractor Service Records.

5.7 The personnel listed in the Contractor's Proposal are considered essential to the work being performed under the Contract. The Contractor will not use personnel less qualified than those described and evaluated in the Contractor's Proposal. Substitution of personnel is permitted only with the prior approval of the GS/OAS.

6. SUPERVISION OF SECURITY GUARD FORCE

6.1 At all times, a Project Manager and Shift Supervisors, will be assigned to every shift (morning, evening, midnight) with the responsibility to oversee security operations and supervise all security personnel assigned to the OAS.

6.2 The Project Manager shall be assigned to Location A, the General Secretariat Building (GSB), which shall be considered as the central location for GS/OAS' five (5) properties. The Project Manager must spend a minimum of five (5) hours per week at location B, the Main Building (MNB), and must conduct weekly walkthroughs at the Museum of the Americas and Administrative Buildings.

6.3 The Project Manager shall act as the intermediary between Contractor and GS/OAS Representative. Under the direct oversight of the OAS security chief be responsible for: (a) the overall execution of security services for the contractor at the client location (s), contractor personnel management and oversight, and coordination of special services (events, meetings, VIP visits); (b) the day-to-day activities for each post; (c) ensuring that the access control system and all necessary spreadsheet log books are completed accurately; and, (d) ensuring that all security systems are in proper working order, such as the DSX access control system, CCTV

monitoring system, metal detectors (hand-held and walk-through).

- 6.4 Contractor is required to provide GS/OAS with a written, daily report demonstrating that on-site supervision, consisting of random inspections at all locations, has occurred every sixteen (16) hours.
- 6.5 The Shift Supervisors shall assist the Project Manager by ensuring that the Security Guards perform their duties during every shift and provide the appropriate level of assistance to OAS staff and tenants.
- 6.6 The names of the Shift Supervisor designated by the Contractor must be given to the GS/OAS at the commencement of this Contract.

7. GENERAL REQUIREMENTS

- 7.1 The Contractor shall be licensed as a qualified security services company for at least ten (10) years in accordance with the requirements of the laws of the District of Columbia.
- 7.2 The Contractor shall indicate in the proposal the total number of Security Guards employees with license in Washington DC.
- 7.3 The contractor will ensure that all security personnel assigned to the OAS are certified in the District of Columbia as Unarmed Special Police Officers (SPO) within the first 90 days of contract award or contract assignment and that certifications are maintained valid through the life of the contract.
- 7.4 Contractor shall maintain attendance and vacation schedules of Security Guard personnel and provide, accurate bi-weekly reports to the OAS/DGS/Security Section.
- 7.5 Contractor shall rotate Security Guards between GS/OAS' five (5) locations to meet schedule requirements and to improve and increase Security Guards' knowledge of each location and to familiarize themselves with GS/OAS staff.
- 7.6 Contractor is responsible for verifying Security Guard attendance at all posts and positions and for maintaining all posts and positions fully through the life of the contract.
- 7.7 To maintain a mentally alert and rested guard force and to avoid Security Guards working more than the mandatory number of hours, Contractor shall have a standby Security Guard available to fill-in during absences and in emergency situations. Alternate security personnel must be licensed as security guards in the District of Columbia and must complete a minimum of 24 hours of internal security training specific to the OAS.
- 7.8 Contractor shall maintain the capability to provide up to two (2) additional Security Guards to respond to any contingencies with a 24-hours' notice. Contractor will use its best effort to minimize overtime. The additional Security Guard working in response to such an event will be paid at the normal rate per hour as offered by Contractor in its Price Proposal.
- 7.9 Contractor shall establish a notification system within ten (10) days of the signing of the Contract by both Parties, to process and respond to requests for contingency support outside the normal operating hours. This plan shall be acceptable and approved by GS/OAS.

- 7.10 Contractor shall not permit any individual to have access to GS/OAS buildings or grounds until it has been determined that permitting such person(s) to have such access will not be contrary to public interest, and that the individual(s) is authorized to be admitted in accordance with applicable orders, rules, and regulations.
- 7.11 Contractor shall maintain a current roster of its employees with clearance to access GS/OAS premises. Contractor is responsible for ensuring that all its employees are promptly and correctly out-processed upon resignation, termination, or completion of employment contract, including the return of identification credentials and other GS/OAS property.
- 7.12 Special Events:
- 7.12.1 GS/OAS buildings are used for ceremonial purposes and Special Events such as international meetings, receptions, cultural events, and art exhibits. These events are regularly attended by ranking diplomats and dignitaries from OAS missions and Observer Member States and may last until 2:00 a.m. or later. Additional Security Guard services will be provided at all GS/OAS Special Events taking place throughout the year in all GS/OAS buildings.
- 7.12.2 During Special Events, the Contractor will be required to perform in accordance with the following conditions:
- (a) Provide experienced and licensed unarmed Special Police Officer (SPO) and event supervisors approved and registered with the OAS security section .
 - (b) Ensure all assigned security personnel are licensed SPO, CPR, and AED qualified.
 - (c) Protect GS/OAS' property against theft, damage, and prevent unauthorized entry to events by unauthorized individuals
 - (d) Security personnel shall not at any time engage with event guests or vendors in a manner that is not conducive to the functions of security.
 - (e) Security Guards shall not accept gratuities and shall not accept food or drink from caterers of events on GS/OAS property.
 - (f) Security Guards shall not compromise their ability to perform their duties by becoming personally indebted to users of GS/OAS buildings.

8. QUALIFICATION REQUIREMENTS OF CONTRACTOR'S PERSONNEL

The following qualification requirements apply to the Project Manager, Shift Leaders and Security Guards:

8.1 General:

- 8.1.1 Contractor's security personnel shall be licensed under the requirements of the District of Columbia as unarmed Special Police Officers or have said licensing within 90 days of contract award.
- 8.1.2 Contractors' security personnel must be qualified CPR, AED, and bonded in conformity with national standards and practices, and policies and protocols as by GS/OAS.
- 8.1.3 Contractor's security personnel must have experience with customer service, and training with basic safety and security practices, be courteous, respectful, attentive, and trustworthy.

- 8.1.4 Contractor's personnel must meet the education, experience, skills, health, training, special requirements, and security prerequisites, as described in these TORs.
- 8.1.5 Contractor's personnel must be free of a criminal record and drug free, as described herein.

8.2 Legal Status

- 8.2.1 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.
- 8.2.2 Contractor's personnel shall have reached the age of 21 years at the time of employment under the Contract.

8.3 Health

- 8.3.1 Contractor's personnel must be in good health without physical defects or abnormalities which interfere or would interfere with performing Security Guard services.
- 8.3.2 Contractor's personnel must pass an annual medical examination conducted and approved by a licensed physician acceptable to GS/OAS, without cost to the GS/OAS.
- 8.3.3 Contractor's personnel must be free of heart, lung, skeletal, or other physical ailments which would impair his/her ability to perform effectively in either normal or emergency situations.
- 8.3.4 Contractor's personnel shall be free from communicable diseases; from any serious physical illness, ailments, or maladies, including AIDS, or other diseases that may be transmitted to and result in the disablement of other persons.
- 8.3.5 Contractor's personnel shall have binocular eyesight and be able to distinguish primary colors; must be able to read at least 20/60 in each eye without the use of corrective lenses or must be able to read at least 20/20 in each eye with corrective lenses. Any employee who needs corrective lenses must wear them while on duty.
- 8.3.6 Contractor's personnel must be able to hear adequately. Adequate hearing is hearing within normal speech range not to exceed a loss of 30 decibels in both ears or 35 decibels in the poorer ear, without the use of hearing aids.
- 8.3.7 Contractor's personnel must be mentally alert and emotionally stable; absence of detectable neurotic or psychoneurotic conditions which would adversely affect the ability to act properly during situations involving mental stress.

8.4 Education, Experience, and Skills

- 8.4.1 As a minimum, Contractor's personnel shall possess a high school diploma or GED certificate, and each such employee shall have at least two (4) years of experience that demonstrates the following:
 - (a) Ability to greet and tactfully deal with the public, diplomats, delegates, and GS/OAS staff, as well as all other persons on GS/OAS' premises.
 - (b) Clear capability for reading understanding, communicating, and applying written and verbal orders, rules, and regulations, in both English and in Spanish. Must be able to write clear and concise reports in both languages.

- (c) Use of good judgment, the possession of courage, alertness, and an even temperament.
- (d) The ability to maintain poise and self-control during situations that involve mental stress; this entails being able to withstand the accompanying excitement of fires, explosions, civil disturbances, and building evacuations.
- (e) Being perceptive, dependable, tactful, and punctual, and must have the ability to work and deal with people effectively.

8.5 Special Qualification Requirements for Project Manager and Shift Supervisors

The following additional qualification requirements apply to Contractor's personnel in the positions of:

Project Manager (PM): (i) experience in overseeing class A and class B building contract security services, must be licensed unarmed SPO for the District of Columbia, basic knowledge of emergency operations for high-rise buildings, operation of CCTV and Access Control technology. The PM must be able to oversee day to day security operations for a five-building campus, management of security staff and prepare and deliver reports as required to the OAS Security Section chief.

Shift Supervisor (SP): (i) a minimum of four (4) years successful protection experience in supervisory positions involving direct supervision of security officers in a large office setting, (ii) experience and be competent in administering a computerized security access system; and, (iii) experience in center console operations, especially those that entail the monitoring of security, safety and engineering systems, (iv) experience in carrying out directives and supervision of security personnel during events involving large crowds and/or high level dignitaries.

Post Supervisors (i) a minimum of two (2) years successful protection experience in supervisory positions, or have been advanced into supervisory positions through normal merit promotions within the Contractor's organization; (ii) experience and be competent in administering a computerized security access system; and (iii) experience in center console operations, especially those that entail the monitoring of security, safety and engineering systems

9. CONTRACTOR'S PERSONNEL TRAINING REQUIREMENTS

Contractor will be responsible for the training of all Contractor's personnel with an on-going training program conducted by professional security agents. A minimum of thirty (32) annual hours of professional and certified training is required for the entire Security Force. At least twenty-four (24) hours of "on the job training" must be provided to each Security Guard during a six-month period. New hires must have a minimum of (40) hours of training approved by the OAS Chief of Security before they are placed at any security post without supervision. The training will cover the following various training topics:

9.1 Orientation/General:

9.1.1 Professional security officer training and development.

9.1.2 Close Circuit TV operations and Access Control fundamentals

9.1.3 Conduct and ethics for the security officer: Professional image and teamwork

9.1.4 Protection, observation, and Report writing for security. Telephone and radio communications for security. Emergency safety and security response for security.

Workplace violence and active shooter response for security

9.1.5 AED/CPR/First Aid for security / post COVID19

9.1.6 Drug/Alcohol Awareness Law enforcement and security coordination

9.2 Legal Powers and Limitations of Security:

9.2.1 Prevention versus Apprehension: The importance and effectiveness of utilizing proper techniques for preventing losses and incidents.

(a) Use of Force: The legal use of force by private security and the civil and criminal consequences of excessive use of force.

(b) Search, seizure and Arrest Power Procedures: The Security Guard's limited legal authority to make arrests, proper arrest procedures and the civil and criminal consequences of false arrest.

9.3 Emergency Procedures:

9.3.1 Bomb Threat/Bomb Search: The proper taking and reporting of bomb threats and how to evacuate personnel when required.

9.3.2 Fires, Explosions, Industrial Sabotage, Demonstrations: The Security Guard's role in investigating, reporting and preventing emergency situations.

9.3.3 HAZMAT Response -- Proper procedures and actions to be taken when encountering materials that may consist of dangerous chemical or biological substances.

9.3.4 First Aid, CPR, AED Defibrillator: All Security Guards must be certified and qualified to render First Aid, CPR and employ the AED defibrillator.

9.4 General Security Guard Duties:

9.4.1 Access Control: The generic aspects of access control, the importance of proper access control and its relationship to loss prevention. Site-specific access control procedures at job assignment, forms, and records to be maintained, and access authorization procedures.

9.4.2 Patrol/Inspections: The techniques of effective patrols and inspections.

9.4.3 Safety: The importance of safe work practices, spotting unsafe conditions and reporting, correcting/mitigating safety violations or unsafe conditions.

9.5 Training Documentation: Contractor's personnel will have a training record maintained on-site. This record will contain all certifications, annotations, and training conducted while the individual is assigned to GS/OAS premises.

9.6 Formal Training: formal training will be any training listed in the disciplines above or those identified by the OAS as organizational specific to be conducted by professional training providers for private security. This training will be conducted for a period of not less than eight (8) hours per session. This training can be conducted on-site.

9.7 Informal Training

9.7.1 Will be conducted when deemed appropriate and approved by the Security Section Chief.

9.7.2 May cover OAS specific security and safety related issues and emergency procedures, yet not affect the normal operation of the GS/OAS or its activities while utilizing existing resources.

9.7.3 This training can be individual or collective training and is expected to be conducted in the form of exercises and simulated responses as necessary to familiarize SPO's with response procedures and policy.

10. APPEARANCE AND CONDUCT OF CONTRACTOR'S PERSONNEL

10.1 **Appearance of Contractor's Personnel:** Security Guards shall maintain a well-groomed, clean-shaven, clean appearance. Uniforms shall be clean and neatly pressed hair shall be neatly trimmed and maintained; shoes shall be shined and in good condition.

10.2 **Conduct of Contractor's Personnel:**

10.2.1 Security Guards 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) Any form of gambling.
- (d) The consumption of intoxicating beverages while on duty.
- (e) The use of illegal drugs or controlled substances.
- (f) Sleeping while on duty.
- (g) Damaging or misappropriating GS/OAS property.
- (h) Submitting false official documents or false statements.
- (i) Smoking in any smoking area not specifically authorized for contract personnel.
- (j) Any other act which has caused or could cause the GS/OAS embarrassment as determined by the GS/OAS.
- (k) The opening of any envelopes or reading any material contained in publications marked "Confidential".
- (l) The disclosure of confidential information that guard is made aware of as part of the job requirements.
- (m) 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. WAGE RATES AND OTHER 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 security guard services as contemplated in this RFP, and specifically warrants full compliance with the labor and employment laws of the United States of America and the District of Columbia. The statement should follow Format 3 of Annex D of this RFP of BID 02/22.

11.2 Contractor will provide full time employees with major medical benefits and major dental benefits. 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.

- 11.3 Field Supervisor, Shift Leaders and Security Guards who work more than 40 hours per week will be paid time and one-half for those hours more than 40 hours per week.

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

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

- 12.1 Electrical and mechanical protective and communications equipment where installed, such as alarm and surveillance systems, communications equipment, closed circuit television, and portable watch-clocks and related keys, including operating procedures and instructions.
- 12.2 Required GS/OAS forms and issuances, including post orders, and other associated materials.
- 12.3 Office equipment and supplies such as: telephones, computers, printers and paper for generating reports and communications, such as maintaining rosters, reports, updating post orders, standard operating procedures, training information, etc., and communicating with the GS/OAS Representative. Communications in the form of e-mail sent outside the Security Services Unit without the expressed permission of the GS/OAS is unauthorized. Contractor's software must be approved by GS/OAS before installation.
- 12.4 Locker space.
- 12.5 Utilities and maintenance of office space in accordance with GS/OAS standards.
- 12.6 All of GS/OAS' property furnished to Contractor and his personnel during the execution of the Security Guard services shall remain GS/OAS' property.
- 12.7 GS/OAS' security records maintained at each security post by OAS assigned security personnel shall consist of but not be limited to:
- (a) DSX Access control system
 - (b) Close Circuit TV System.
 - (c) OAS Emergency procedures handbook.
 - (d) GS/OAS Telephone Directory.
 - (e) GS/OAS' Security Operations Procedures.
 - (f) Staff Identification and Roster Book.
 - (g) Visitors' Spreadsheet Log.
 - (h) Janitorial Staff Spreadsheet Log.
 - (i) Intrusion and fire alarm monitoring systems.

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

- 13.1 Manpower, management, and supervision.
- 13.2 Uniforms which shall be standard design and manufacture and include inclement and wintry weather outer garments of a quality and appearance suitable to GS/OAS. This includes

seasonal uniforms. All lettering, patches, and other uniform identifications will be in accordance with the authority over the location of the GS/OAS buildings and property. No other identification, patches, or badges will be displayed on the uniform without authority of GS/OAS.

- 13.3 Identification badges and metal security badges for each security officer.
- 13.4 Wireless intra-building and inter-building communication equipment (two-way radios) capable of communicating to and from any point within the radius of all the GS/OAS' properties. Contractor will have an available supply of a minimum of 20 functioning two-way radios
- 13.5 Cellular phones.
- 13.6 Other equipment, including time clocks, flashlights, and cards.
- 13.7 Upon employment all Security Guards must: be licensed and bonded; have satisfactory reports from the pertinent Department of Motor Vehicles, verification of employment, reference checks, criminal history verifications, credit checks, drug screening, physical examinations, language proficiency and personality assessments.

14. GENERAL NOTES

- 14.1 Contractor will limit the use of the buildings for work and operations only. Off-duty Security Guards 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 removal from the facility.
- 14.2 Contractor's personnel are restricted from socializing or fraternizing with GS/OAS staff members.
- 14.3 Contractor's personnel on break or at lunch are authorized to eat only in the designated break rooms.
- 14.4 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.
- 14.5 **Contractor will not be provided on-site parking facilities. Consideration will be given to some Contractor's personnel in exceptional circumstances, particularly during emergencies and extreme conditions or during special events. GS/OAS reserves the right to withdraw this privilege at any time.**

15. APPENDIX

- Appendix 1 Shift Schedules and hours required by Building
- Appendix 2 Schedules and Duties by Building
- Appendix 3 Security Guard Services Contract
- Appendix 4 Formats

APPENDIX 1

SHIFT SCHEDULES AND HOURS REQUIRED BY BUILDING

Total hours per year: 38,818

1. GENERAL SECRETARIAT BUILDING (GSB)

Total hours required per year: 14,976.

	Number of Guards	Hours of Coverage	Total Hours per year
Monday – Friday	1	7:00 a.m. – 3:30 p.m.*	12,480
	1	8:00 a.m. – 4:30 p.m.*(shift Supervisor (am)	
	1	8:30 a.m. – 5:00 p.m. (ID unit)	
	1	09:30 a.m. – 6:00 p.m.	
	1	4:00 p.m. – 12:00 a.m.	
	1	12:00 a.m. – 8:00 a.m.	
Saturday, Sunday, and Holidays	1	8:00 a.m. – 4:00 p.m.	2,496
	1	4:00 p.m. – 12:00 a.m.	
	1	12:00 a.m. – 8:00 a.m.	

2. MAIN BUILDING (MNB)

Total hours required per year: 14,976.

MNB: LOBBY	Number of Guards	Hours of Coverage	Total Hours per Year
Monday – Friday	1	7:30 a.m. – 4:00 p.m.*	6,240
	1	8:00 a.m. – 4:30 p.m.	
	1	4:00 p.m. - 12:00 a.m. (Shift Supervisor (PM))	
Saturday, Sunday and Holidays	No coverage Main Building Lobby during week hours.		

"C" Street Entrance 24/7	Number of Guards	Hours of Coverage	Total Hours per Year
Monday – Friday	1	12:00 a.m. – 8:00 a.m.	6,240
	1	8:00 a.m. – 4:30 p.m.	
	1	4:00 p.m. - 12: 00a.m	
Saturday, Sunday, and Holidays	1	8:00 a.m. - 4:00 p.m.	2,496
	1	4:00 p.m. - 12:00 a.m.	
	1	12:00 a.m. - 08:00 a.m.	

3. ADMINISTRATION BUILDING (ADM)
Total hours required per year: 2,080.

19th Street Door - Ground Floor	Number of Guards	Hours of Coverage	Total Hours per Year
Monday – Friday	1	8:30 a.m. – 5:00 p.m.*	2,080
Saturday, Sunday, and Holidays	No coverage		

4. MUSEUM AND CASITA
Total hours required per year: 2,496.

18th Street	Number of Guards	Hours of Coverage	Total Hours per Year
Monday	No coverage		
Tuesday – Friday	1	9:30 a.m. – 6:00 p.m.*	2,496
Saturday -Sunday	1	9:00 a.m. - 5:00 p.m.	
Holidays	No coverage		

5. Field Supervisor
Total hours required per year: 2,210

	Number of Guards	Hours of Coverage	Total Hours per Year
Monday – Friday	1	08:00 a.m. – 5:00 p.m.**	2210
Saturday, Sunday, and Holidays	No coverage		

6. PROJECT MANAGER
Total hours required per year: 2,080.

Project Manager	Number of Guards	Hours of Coverage	Total Hours Per Year
Monday – Friday	1	9:00 a.m. - 5:30 p.m.*	2,080
Saturday, Sunday, and Holidays	No coverage		

* Includes ½ hour for lunch – Not paid by GS/OAS.

APPENDIX 2

SCHEDULES AND DUTIES BY BUILDING

1. GENERAL SECRETARIAT BUILDING (GSB)

- 1.1 Security Guard Officers (SGOs) assigned to the GSB have a primary and general requirement to provide physical security services, Close Circuit Television (CCTV) and intrusion alarm monitoring, fire & safety alarm monitoring, and access control. Security personnel assigned to the GSB will conduct security rounds, respond to special requests, respond to emergencies, and assist staff and visitors at any OAS installation when required.
- 1.2 In addition to the general security requirement, the GSB facility has a secondary set of requirements that consist of, but are not limited to, provide oversight security for tenant businesses such as the OAS Staff Federal Credit Union, Juan Valdez coffee shop, and organizations and institutions with leased space at GSB. SGO's will support all VIP visits to the GSB and will, when necessary, assist with providing visible deterrence to protestors or disorderly guests, contact emergency services when required. Security personnel assigned to the GSB will also oversee safety and security during loading dock operations for delivery and receiving of goods directed to the OAS or its tenants.
- 1.3 Visitors will be identified, registered, and screened prior to entering any OAS installation, OAS Mission Diplomats will be exempt from this requirement, An OAS Visitor's badge will be issued, to be worn by all visitors while in OAS premises.
- 1.4 Visitors will be screened through the magnetometer (metal detector).
- 1.5 GS/OAS staff and consultants and tenants' personnel will be requested to present an OAS ID badge when entering installations.

2. MAIN BUILDING (MNB) - Stations 1 and 2

- 2.1.1 Security Guard Officers (SGOs) assigned to the MNB have a primary and general requirement to provide physical security services, Close Circuit Television (CCTV) and intrusion alarm monitoring, fire & safety alarm monitoring, and access control. Security personnel assigned to the MNB will conduct security rounds, respond to special requests, respond to emergencies, and assist staff and visitors at any OAS installation as needed. Station 1 - First Floor Lobby Guard Desk General security functions are carried out at this post. Special attention shall be given to the personal security of the OAS Secretary General, the OAS Assistant Secretary General, President of the OAS Permanent Council, members of Permanent, Observer Missions to the OAS, visiting heads of state, dignitaries, OAS staff and general guests to the Organization. SGO's assigned to the MNB have a responsibility to maintain diplomatic security oversight for the OAS diplomatic corps from member missions, visiting dignitaries, heads of state, Secretary General, Assistant Secretary General, and any guest to the OAS.
- 2.1.2 Visitors and members of the public, who wish to tour the MNB, will be identified and asked to register with security personnel. An OAS Visitor's badge will be issued to be always worn in OAS buildings.
- 2.1.3 Visitors shall be screened through the magnetometer and are only authorized for the purposes of tourism on Mondays between the hours of 11:00 AM and 1:00 PM or as authorized by the office of the SG, protocol or press.

2.1.4 GS/OAS personnel and consultants will be requested to show their ID badges.

2.2 Station 2 – C Street Entrance Guard Desk

2.2.1 The "C" Street guard post will normally be staffed by one SGOs during the established 24x7 annual working schedule for security services to the OAS. The C' street security guard post is critical to the security of the MNB and responsible for CCTV monitoring of the three buildings and parking lots of the installations on Constitution Ave. consisting of the ADM, AMA, casita, and MNB. The "C" street post SGO monitors fire & Intrusion alarms located inside the guard post. This post will also maintain communication with all security personnel and assist the on-duty supervisor with coordination for access to buildings and contact of emergency services from MPD or US Secret services when required.

2.2.1 During special events held at the MNB, the "C" street post will be staffed appropriately to the size and profile of the event and when necessary, may require additional security personnel staffing and restrictions for increased control and security of the event and its occupants. This post oversees security for parking lots and loading dock operations.

3. **ADMINISTRATION BUILDING (ADM)**

3.1 The ADM houses the Columbus Memorial Library where valuable and historic documents are kept. The ADM has one guard post, located at the Lobby of Constitution Avenue entrance. Security personnel assigned to the ADM are, under contractor supervisory oversight, to conduct periodic security and safety rounds of the buildings key locations such as, but not limited to, the Columbus library, staff dining facilities, Columbus library storage rooms, conference rooms, and any other location as required.

4. **MUSEUM (AMA)**

4.1 The Museum houses the valuable permanent collection of artworks and paintings of the Organization. Security personnel assigned to this post are required to open and close the installation as per the schedules authorized by the Organization. Security personnel will control and monitor access to the Museum, monitor CCTV cameras within the building ensuring no damage or theft to artwork takes place. Will monitor fire and safety alarms, contact emergency services if any visitor or guest to the museum requires assistance or must be removed and support any special event, maintain contact with AMA staff on any special request.

4.2 Museum hours of operations are from 10:00 AM to 5:00 PM Tuesdays through Sunday.

4.3 The Museum is closed on Mondays.

4.4 The AMA guards post is staffed with one SGO during normal operations, however, this position may require additional guard personnel during special events or high visibility events.

5. **CASITA (Annex Building II)**

5.1 This building serves as office space for the GS/OAS Museum staff.

- 5.2 There are no security personnel assigned to this installation. Access control equipment (DSX), intrusion alarms, and CCTV equipment are used to monitor and protect staff and its occupants.
- 5.3 Secondary security and safety systems monitoring is conducted at the MNB security post to assure the appropriate response to any emergency or situation.

APPENDIX 3

SECURITY GUARD SERVICES CONTRACT

APPENDIX 3

SECURITY GUARD SERVICES CONTRACT

BETWEEN

AND

THE GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

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

WITNESSETH THAT:

WHEREAS Owner desires to purchase Security Guard protection services for Owner’s buildings, grounds, premises, personal property, and personnel, the personnel of the Permanent and Observer missions of the Organization of American States (“OAS”), and for guests and other users of Owner’s facilities and services, 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 Service B of Bid No. 02/22; the Contractor’s Proposal submitted for Service B of Bid No. 02/22; communications between the Contractor and the Owner during the bidding process; modifications issued after execution of this Contract; and, other documents listed in this Contract.

1.1.2 The Contract: This Contract, which is sometimes referred to herein as the “Contract”, represents the entire integrated Contract between the Parties and supersedes all prior negotiations, representations, or agreements, either written or oral. Nothing contained in the Contract Documents shall create any contractual relationship between any

subcontractor, sub-subcontractor, or third party.

- 1.1.3 The GS/OAS Representative Jay Anania, Secretary for Administration and Finance or his delegated representatives: The Director of the Department of General Services and/or the Chief of Security.

1.2 General Provisions

1.2.1 Services:

Contractor shall furnish security staff and services to GS/OAS and shall assure the security of GS/OAS' buildings, grounds and premises, personal property and safety of all OAS staff and guests to the Organization, personnel from Permanent and Observer missions to the OAS, tenants and other users of Owner's facilities and services, as indicated in the work schedules set forth in these Technical Specifications (or as later revised by Owner), within the total required annual 38,818 man/hours of security services (Project Manager, supervisors and DC licensed Guards) which Owner has determined are necessary to adequately perform the services required by the Contract, exclusive of Special Events.

Contractor shall also provide management; training; supervision; manpower; uniforms; badges; caps for special occasions; a wireless intra-building radio communication equipment, time clocks and cards; and supplies to provide the required protection services demanded, and replacement or substitute equipment and manpower to maintain full services at all times.

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

In providing the services required by this Contract, Contractor shall comply with the Terms of Reference of the Request of Proposals for Service B 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 security protection services for the following buildings and accompanying grounds owned and/or occupied by Owner:

Building Name and Code	Location
General Secretariat Building (GSB)	1889 F St., N.W., Washington, D.C.
Main Building (MNB)	17th St. & Constitution Av., N.W., Washington, D.C.
Administration Building (ADM)	19th St. & Constitution Av., N.W., Washington, D.C.
Casita	744 C Street, N.W., Washington, D.C.
Art Museum of the Americas	201 18th Street, N.W., Washington, D.C.

Note: In special circumstances, OAS may require limited security coverage for an OAS official event taking place at a specific location in the Washington DC area

ARTICLE II COVERAGE

2.1 Hours

The daily security protection services referenced above in Article I, Section 1.2.1, shall be provided during the hours specified in Appendix 1-of the Terms of Reference for the Service B, included in Annex B, of the Request for Proposals of Bid No. 02/22. The Parties may vary these hours if mutually agreeable, and Owner reserves the right to modify coverage requirements without amending this Contract so long as coverage requirements do not exceed the total weekly hours specified in the Technical Specifications. In addition, if the total hours required by Owner in any week exceeds the total weekly hours set forth in the Technical Specifications, those additional hours are to be billed under the rate of Special Events as set forth in Article III, Section 3.2, below.

ARTICLE III CONTRACT COST

3.1 Contract Lump Sum

The Contract Lump sum for the services listed in Article I, Section 1.2.1, of this Contract is \$_____, for each year of the Contract, except as the Contract may be modified by Article XIII, Section 13.2., below.

3.2 Special Events

Contractor shall provide security services for special events as requested by Owner. For these special events, Contractor shall receive payment at the rate of \$_____ per man hour for security officers and the rate of \$_____ per man hour for supervisory services, including those provided at the Official Residence of the Secretary General.

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:

- (a) 1/12th of the cost of the basic Contract, deducting the hours required but not provided
- (b) The cost of services for Special Events as authorized in writing by the Owner's Representative during the preceding month.

ARTICLE V CONTRACTOR'S RESPONSIBILITIES

5.1 Technical Specifications

In providing security guard services, Contractor shall strictly adhere to the Terms of Reference of the Request of Proposals for Services B of Bid No. 02/22.

5.2 Employee Benefits

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

5.3 Employment of Aliens

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

5.4 Nepotism and Conflict of Interest

Contractor shall not employ any 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 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.

In addition, the Contractor and its personnel are obliged to comply with international humanitarian law or human rights law imposed upon them by applicable national law, as well as other applicable national law such as criminal law, tax law, immigration law, labour law, and specific regulations on private military or security services.

The Contractor and its personnel shall be aware of their obligations under the law and trained accordingly.

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\$ 100,000.00 to cover the cost of faithful performance and completion of the services specified under this Contract and all obligations arising there under through the warranty period. The performance bond shall be in the form of a firm commitment, such as a performance bond, certified check, irrevocable letter of credit, or in accordance with Treasury Department regulations, certain assignable bonds or notes of the United States. This firm commitment shall name the GS/OAS an obligee thereof.

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

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

ARTICLE VII TAX EXEMPTION

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

ARTICLE VIII INDEMNITIES AND LIABILITIES

8.1 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. All personnel furnished by Contractor for the performance of services hereunder shall always 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 security 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.

10.4 Training

The Contractor represents and warrants that all of its personnel have been trained accordingly. The Contractor shall bear the cost of training courses for its security officers. The GS/OAS will not be responsible for paying Contractor's personnel time to complete assignments, extra homework or other preparation.

**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. All expenses related to the withdrawal or replacement of the Contractor's personnel shall, in all cases, be borne exclusively by the Contractor.
- 11.4 The Contractor's personnel shall be personally identifiable whenever they are carrying out activities in discharge of their responsibilities under this Contract. Identification should be visible from a distance where mission and context allow and allow for a clear distinction between a Contractor's personnel and the public authorities in the United State. Upon the withdrawal or replacement of any Contractor's personnel or upon termination or completion of the Contract, such personnel shall immediately return any such identification to the GS/OAS for cancellation.
- 11.5 Contractor's personnel are obliged to respect the relevant national law, in particular the national criminal law of the United States. Also, Contractor's personnel are obliged, regardless of their status, to comply with applicable international humanitarian law.
- 11.6 Within one working day after learning that any of Contractor's personnel have been charged by law enforcement authorities with an offense other than a minor traffic offense, the Contractor shall provide written notice to inform the OAS Director of General Services about the particulars of the charges then known and shall continue to inform the GS/OAS concerning all substantial developments regarding the disposition of such charges.

**ARTICLE XII
SUBCONTRACTORS**

- 12.1 No work performed under this Contract shall be subcontracted by Contractor without the prior written approval of the 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 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 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 Contractor is fully responsible to require by contract that the conduct of any subcontractor and its personnel is in conformity with relevant national law, international humanitarian law and international human rights law.
- 12.7 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 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. If 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 like 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 equivalent to the wages of the unmanned position for the period 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
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<i>(Contractor Address Representative)</i>
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15.3 Reporting

In addition to the reports and notification defined in the Terms of Reference, the Contractor and the GS/OAS shall mutually agree to the frequency of meetings and reports required to monitor and track the activities of this Contract.

Contractor agrees to provide a formal quarterly performance report to the Security Section/DGS denoting all operational, administrative, financial and staffing performance outcomes for the period reported, 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: Steven Bernal, Chief of Security, Telephone Number 202-370-4679, e-mail: sbernal@oas.org

Enrique Bello, Director i.e., Department of General Services, Telephone Number 202-370-9709, e-mail: ebello@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 a relationship 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.

16.10 Source of Instructions

The Contractor shall neither seek nor accept instructions from any authority external to the GS/OAS in connection with the performance of its obligations under the Contract. Should any authority external to the GS/OAS seek to impose any instructions concerning or restrictions on the Contractor's performance under the Contract, the Contractor shall promptly notify the OAS Director of General Services and provide all reasonable assistance required by the GS/OAS. The Contractor shall not take any action in respect of the performance of its obligations under the Contract that may adversely affect the interests of the GS/OAS, and the Contractor shall perform its obligations under the Contract with the fullest regard to the interests of the GS/OAS.

16.11 Confidential Nature of Documents and Information

Information and data that is considered proprietary by either Party or that is delivered or disclosed by one Party ("Discloser") to the other Party ("Recipient") during the course of performance of the Contract, and that is designated as confidential ("Information"), shall be held in confidence by that Party and shall be handled as follows:

The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser's Information as it uses with its own similar Information that it does not wish to disclose, publish or disseminate; and use the Discloser's Information solely for the purpose for which it was disclosed.

Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this article 16.11, the Recipient may disclose Information to any other party with the Discloser's prior written consent; and, Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract.

The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the GS/OAS, the Contractor will give the GS/OAS sufficient prior notice of a request for the disclosure of Information in order to allow the GS/OAS to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

The GS/OAS may disclose Information to the extent as required pursuant to the OAS Charter, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

**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 Appendix 1-of the Terms of Reference for the Service B, included in Annex B, of the Request for Proposals 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 The General Secretariat of the
Organization of American States:

FOR Contractor:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX 4

FORMATS

FORMAT 1

PRICE PROPOSAL

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

Attention: DEPARTMENT OF PROCUREMENT SERVICES AND MANAGEMENT
OVERSIGHT

Subject: GS/OAS SERVICE B OF BID No. 02/22 – SECURITY GUARDS SERVICES
AT THE
FACILITIES OF THE GENERAL SECRETARIAT OF THE
ORGANIZATION OF AMERICAN STATES IN WASHINGTON, DC

I _____, representative of _____ (*Bidder's name*), offer to provide security guard services in accordance with the Request for Proposals of Bid No 02/22 and our Technical Proposal.

Our Price Proposal for rendering security guard services for one (1) year is **US\$** _____
(_____ **US Dollars**). (*price proposal in number and letters*)

The above Price Proposal include all anticipated expenses for providing security guard services, including but not limited to, fee, insurance, taxes and the following costs associated with cost of executing the activities:

Price Proposal Cost Elements

Please complete the attached excel file name Price Cost Elements Annex B Security Services

Insurance and Statutory Costs

	General Secretariat Building (GSB)	Main Building (MNB)	Administration Building (ADM)	Museum and Casita
FICA				
Workers' Compensation Insurance				
Unemployment Insurance				
Employee Health Insurance				
Automobile Liability Coverage, owned & non owned (\$1,000,000)				
Combined Single Limit, Bodily Injury & Property Damage incl. Premises/Operations, Products/Completed Operations and Cost Contractual Coverage, General Liability				
Umbrella/Excess Liability (\$10,000,000)				
Penalty Employee Dishonesty Bond with the GS/OAS as Additional Insured (\$500,000)				
Others (Specify)				
TOTAL				

The term of validity of our Price Proposals shall remain valid and open for acceptance for a period of ninety (90) calendar days after date specified for receipt of proposal.

Sincerely,
