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BID No. 05/20

REQUEST FOR PROPOSALS

FOR

**COMMERCIAL REAL ESTATE BROKERAGE AND ADVISORY SERVICES FOR THE GENERAL
SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES IN WASHINGTON, DC**

**DEPARTMENT OF GENERAL SERVICES (DGS)
SECRETARIAT FOR ADMINISTRATION AND FINANCE (SAF)**

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

Department of Procurement Services

November 3, 2020

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1. BACKGROUND

- 1.1 In addition to the other properties it owns in Washington, DC, the Organization of American States owns the General Secretariat Building (GSB) centrally located at 1889 F Street, NW between the Old Executive Office Building and The George Washington University campus. The GSB was constructed in 1979 and was totally renovated between the years 2002 and 2004. It is considered a Class B Office Building with 244,412 RSF.
- 1.2 Following the 2002-2004 renovations to the GSB, office space located on 1st, 2nd, 3rd and 4th floor has been rented to the following organizations: Inter-American Institute for Cooperation on Agriculture (IICA), Joint United Nations Programme on HIV/AIDS (UNAIDS), United Nations Relief and Works Agency (UNWRA), Pan American Development Foundation (PADF), NFCGC Café LLC, Helen Keller (HK), Inter-American Bar Association (IABA) and OAS Staff Federal Credit Union. As a public sector organization, and not a private entity, the GS/OAS would prioritize tenants that are also public international organizations, Non-Government Organizations (NGOs), and non-for profit entities aligned with OAS overarching goals. Interested for profit entities will be considered and evaluated on a case by case basis.
- 1.3 As part of its Integrated Real Estate Strategy, GS/OAS has been continuously seeking to consolidate and optimize office space utilization. Currently, it has approximately 20,000 rentable sq. ft. of available office space in the General Secretariat Building (GSB) located at 1889 F Street, NW, Washington DC. As GS/OAS further consolidates space utilization and teleworking arrangements, the amount of office space available for rent will further increase in the short to medium term.

2. OBJECTIVE

- 2.1 The purpose of this Request for Proposals (RFP) is to select the Contractor that will provide Commercial Real Estate Brokerage and Advisory Services for the lease of office space at the General Secretariat Building "GSB Building", located at 1889 F Street, NW, Washington, D.C.
- 2.2 This RFP does not in any manner whatsoever constitute a commitment or obligation on the part of GS/OAS to accept any Proposal, in whole or in part, received in response to this RFP, nor does it constitute any obligation by GS/OAS to acquire any goods or services.

3. TERMS OF REFERENCE

The Terms of Reference (TOR) of the Commercial Real Estate Brokerage and Advisory Services at the GSB Building are outlined in Appendix 1 of this RFP, and, therefore, become part of it.

4. GOVERNING LAW

The selection process of the firm to provide Commercial Real Estate Brokerage and Advisory Services are regulated by:

- 4.1 This RFP.
- 4.2 The Procurement Contract Rules of the GS/OAS, approved by Executive Order No. 00-1.
- 4.3 The Performance Contract Rules, approved by Executive Order No. 05-04, Corr. No. 1.
- 4.4 The Executive Orders, memoranda and other dispositions and official documents of the GS/OAS applicable to this process.

5. BID SCHEDULE

The following schedule reflects the expected completion dates but may be modified by the GS/OAS at its sole discretion:

Issue Request for Proposals	November 3, 2020
Optional Walk-through	November 10, 2020
Bidder's Inquiries Due	November 13, 2020
Response to Bidder's Inquiries Due	November 20, 2020
Bid Closing Date	November 30, 2020
Request for Clarifications	December 4, 2020
Responses to Clarifications Due	December 12, 2020
Contract Award	December 16, 2020
Expected Contract Start Date	January 1, 2021

6. WALK-THROUGH INSPECTIONS

- 6.1 Prospective Bidders interested in submitting a Proposal may request a walk-through inspection of the GSB Building. The walk-through would be conducted with representatives of GS/OAS on **November 10, 2020**.
- 6.2 The companies should confirm their attendance by sending an email to tbustamante@oas.org with copy to oasbidssubmit@oas.org.

7. REGISTRATION AT THE OFFICIAL GS/OAS PROCUREMENT PORTAL

- 7.1. The GS/OAS will post this RFP and its appendices at the OAS website (<http://www.oas.org/OASpage/bid/default.asp>), United Nations Development Business website (www.devbusiness.com), dgMarket website (www.dgmarket.com) and at the Official GS/OAS Procurement Notices/Opportunities Portal (<https://oas.procureware.com/Bids>), where companies interested in requesting clarification and/or bidding will need to register as a vendor.
- 7.2. Please note that unfortunately, some servers or SPAM filters may block important messages or send them to your junk mail folder because they do not recognize the sender. To help ensure that you receive all emails and further notifications from OAS/ProcureWare, please ensure to add our e-mail address <noreply@procureware.com> to your address book, contacts, and/ or "Safe Senders" list.

8. BIDDERS' INQUIRIES

- 8.1 Bidders may submit any inquiry or request for more information and clarification regarding terms of reference in this RFP until **November 13, 2020** through the Official GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids>. You must be registered to ask questions.
- 8.2 The responses to these requests will be submitted through the Official GS/OAS Procurement Notices/Opportunities Portal directly to the email that you register with, on or before **November 20, 2020**

9. PROPOSAL CLOSING DATE

- 9.1 Proposals shall be submitted through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids> by **November 30, 2020**

10. PROPOSAL SUBMISSION CONDITIONS AND REQUIREMENTS

10.1. REQUIRED DOCUMENTS IN THE PROPOSALS

10.1.1. CONTENT OF THE TECHNICAL PROPOSAL

The Technical Proposal shall include the following information/documents:

Documents related to Contractor's Experience

- a) A minimum of five (5) references from Bidder's clients to which similar or relevant services were provided during the last three (3) years. These references should include: the name of the client, contact person, telephone and e-mail address, and a description of the work performed and the duration of the project. Provision of this information authorizes the GS/OAS to contact companies for verification.

- b) A general description of the background of the bidding firm.
- c) A detailed description of the Bidder's work experience similar or relevant to this Contract. The description shall indicate what work it did, when and where it did it, to whom it did it for, and any particular methods it used. If the Bidder plans to perform the service with subcontractors and/or in joint venture with other firms, the Work Plan should address the interrelationship of the firms and how potential inefficiencies such as organization, communications, and process can be avoided. If the form of a joint venture is considered to submit a Proposal, the Technical Proposal should additionally address joint and several liabilities for all partners.

Documents related to Contractor's Personnel

- d) Curriculum Vitae of the proposed licensed Real Estate Broker. The Curriculum Vitae shall describe their education, certifications, qualifications, skills and relevant experience.

Documents related to the Service Offered

- e) Work Plan that describes in detail the service offered in accordance with the TORs.

Other information

- f) Information of Bidder's point(s) of contact. Provide the name, position, telephone number, email and fax of the person or persons serving as coordinator or focal point of information of the Bidders concerning this bidding process.
- g) Other documentation and/or information that supports each of the technical evaluation factors as per Section 8.4.1, a) of this RFP.

10.1.2. CONTENT OF THE PRICE PROPOSAL

The Broker shall submit a Compensation Schedule, typically in the form of a commission for lease transactions. All charges and fees must be disclosed in full detail. The compensation schedule must also list any non-commissions fees, including charges for other services outlined in the Scope of Work. For all compensation, the Compensation Schedule must identify the circumstances under which the compensation would be due.

The submitted compensation schedule shall be guaranteed by the Broker for the maximum term of the contract, and any extensions thereof. Please refer to Appendix 3 Format 3.

10.1.3. LEGAL DOCUMENTATION

- a) A copy of the certificate of incorporation of the Bidder.
- b) A copy of the Bidder's bylaws.
- c) A copy of the Bidder's license to do business in the District of Columbia.

- d) A copy of the W-9 Form for US Companies and the Employer Identification Number for companies outside of the US.
- e) Copies of Contractor's Personnel licenses to perform services as Real Estate Agent in the District of Columbia.
- f) A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- g) A statement where Bidder acknowledges that it has read and understood the terms and conditions of the Appendix 2 of this RFP. The statement should follow Format 1 of Appendix 3. If the Bidder does not agree with any of the terms and conditions of the Contract, it should expressly indicate so in its Proposal, offer alternative language, and present the rationale of its proposal.
- h) A disclosure statement of conflict of interest. The statement should follow Format 2 of Appendix 3.
- i) A copy of the Bidder's latest general balance sheet of 2018 or 2019; and copy of the Bidder's latest three (3) audited financial statements, for the years 2017, 2018, and 2019.

10.1.4. LIMITED USE OF DATA

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

USE AND DISCLOSURE OF DATA

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

11. EVALUATION

11.1. REQUEST FOR CLARIFICATIONS

- 11.1.1 In order to enhance the GS/OAS understanding of Proposals, allow reasonable interpretation of the Proposal, or facilitate the evaluation process, the GS/OAS CAC may submit, in writing, any inquiry or request to the Bidders for explanation, substantiation or clarification of certain aspects of its Proposals.
- 11.1.2 Likewise, during the evaluation process, the GS/OAS may offer the Bidders an opportunity to eliminate minor irregularities, informalities, or apparent clerical mistakes in its Proposals.
- 11.1.3 Requests for clarifications shall not be used to cure Proposal deficiencies or

material omissions that materially alter the technical or cost elements of the Proposal, and/or otherwise revise the Proposal.

- 11.1.4 Inquires or requests for clarification will be addressed to the point of contact indicated by the Bidders in its Proposal.

11.2. EVALUATION PROCESS

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

11.2.2 Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in the TORs. Once admitted, the GS/OAS shall analyze and rate those Proposals using the evaluation factors set forth in paragraph 11.3.

11.3. AWARD CRITERIA

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

a) Technical Criteria:

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

its organization. Selection by the Bidder of the best trained personnel available is crucial to the success of the Contract, and will be a key element for the evaluation of the Proposal.

7. **Work Plan.** Assesses the completeness of the Proposal in order to determine technical compliance as per the Scope of Work detailed on the Appendix 1
8. **Innovation / Enhancements.** Favorable consideration will be given to those Bidders that offer greater performance through enhancements to the work called by the TORs, such as new technology that will enhance and improve the security work.

b) Price Criteria:

1. Price Proposal. Overall commissions and proposed payment schedule.

11.4. **DISCUSSIONS AND NEGOTIATIONS**

Before awarding the Contract, the GS/OAS may choose to negotiate the terms, conditions and deliverables of the Contract with the Bidders that, in the opinion of GS/OAS, are within the competitive range. After the negotiations, the GS/OAS will issue a request for Best and Final Offer (BAFO) so those Bidders will have the opportunity to revise or modify its initial Proposal. The CAC shall analyze and rate those BAFOs using the evaluation factors set forth in paragraph 8.4.

12. **AWARD**

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

13. CONTRACTUAL TERMS AND CONDITIONS

13.1. DATA INFORMATION USAGE

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

13.2. PRIVILEGES AND IMMUNITIES

- 13.2.1 Nothing in the Contract shall constitute an express or implied agreement or waiver by the GS/OAS, the OAS, or their personnel of their Privileges and Immunities under the OAS Charter, the laws of the United States of America, or international law.
- 13.2.2 Contractor is not entitled to any of the exemptions, privileges or immunities, which the GS/OAS may enjoy arising from GS/OAS status as a public international organization.

13.3. INDEMNIFICATION TO THIRD PARTIES

- 13.3.1. Contractor shall fully indemnify and hold harmless the Organization of American States, GS/OAS, and its officials, employees, agents, affiliates, successors and assigns from and against: (i) all claims, damages, actions, liabilities, losses, fines and penalties, and expenses, including but not limited to attorneys' fees, arising out of or resulting from Contractor's negligence or deliberate wrongful acts in relation to the Contract, and (ii) worker compensation claims and actions presented by Contractor's employees and agents.
- 13.3.2. GS/OAS shall notify Contractor as soon as reasonably practicable after any claim covered by this Section is made against it or, with respect to any such claim made against any other person or identity entitled to indemnification under the Contract, within a reasonably practicable time after having been notified of that claim.
- 13.3.3. Contractor is liable to GS/OAS and shall indemnify GS/OAS for losses to GS/OAS' property sustained through any acts committed by Contractor's employees, agents, and/or subcontractors acting alone or in collusion. Such acts include, but are not limited to, actual destruction, disappearance, or wrongful abstraction of property, money, or securities.
- 13.3.4. The provisions of this Section shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering GS/OAS.

13.4. CONFIDENTIALITY AND PRIVACY

- 13.4.1 Contractor shall keep all work and services carried out hereunder and proprietary information disclosed hereunder entirely confidential, and not use, publish, sell, or make known, without the GS/OAS' written approval, any information, developed by the Contractor or provided by the GS/OAS, to any persons other than personnel of the parties to this Contract. Any public representation regarding the GS/OAS shall be made by the GS/OAS and any requests for information made to the Contractor by the news media, or others, shall be referred to the GS/OAS. Additionally, Contractor shall not reference the work performed for the GS/OAS under this Contract without prior written approval of the GS/OAS. For purposes of this Paragraph, proprietary information includes, but is not limited to any information that is generally understood as proprietary under common industry practices; and any matter designated as proprietary by the GS/OAS.
- 13.4.2 In addition, information that a party considers as proprietary or confidential and which it has indicated/marked as proprietary or confidential will be treated by receiving party in the same manner as receiving party treats its own proprietary or confidential information.
- 13.4.3 Period of confidentiality: The obligations under Paragraph 13.4.1, above, shall continue, notwithstanding the expiration or termination of this Contract.

13.5. DUE DILIGENCE AND INFORMATION ON THE CONTRACT

- 13.5.1. By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiarized with the requirements and specifications of the Contract in their entirety. This includes familiarity with the Contract Documents attached to the RFP, with all current equipment, labor, material market conditions, and with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations under the Contract.
- 13.5.2. By submitting a Proposal, the Bidder also accepts that it will not make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the Contract, or because of any information, which is known or should have been known to the Bidder.

13.6. INSURANCE

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

Commercial General Liability	USD 1,000,000 Personal/Bodily Injury.
	USD 1,000,000 Each Occurrence.
	USD 2,000,000 Products/Completed Operations Aggregate.
	USD 2,000,000 General Aggregate, per premises aggregate.
Business Automobile	USD 1,000,000 Each Accident.
Worker's Compensation	Statutory Limits or USD 500,000, whichever is greater, based on the benefits levels of the deemed state of hire.
Employer's Liability	USD 1,000,000 Bodily Injury by Accident Per Employee.
	USD 1,000,000 Bodily Injury by Disease Per Employee.
	USD 1,000,000 Bodily Injury by Disease Policy Limit.
Umbrella/Excess Liability	USD 5,000,000 Each Occurrence.
	USD 5,000,000 Aggregate, per Project.
Errors & Omissions Coverage (Professional Liability)	USD 1,000,000 Each Occurrence.

13.6.2. Contractor shall provide the GS/OAS with a certificate evidencing the above insurance coverages, adding the General Secretariat of the Organization of American States (GS/OAS) as an additional insured, including a Waiver of Subrogation. Retention of each policy should be disclosed.

13.6.3. Should any of the above described insurance policies be cancelled before the expiration date indicated in the respective certificate provided to the GS/OAS, the Contractor shall give to the GS/OAS written notice and provide a new certificate of insurance that evidences the insurance policy required.

13.6.4. Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above in paragraph 13.6.1. Contractor is required to provide GS/OAS with proof of those insurance policies on request.

13.6.5. Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under paragraph 13.6.1, above.

13.7. KEY PERSONNEL

13.7.1. The personnel listed in the Contractor's Proposal are considered essential to the work being performed under this Contract. Before removing, replacing, or diverting any of the specified personnel, the Contractor shall (1) notify the GS/OAS reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract.

13.7.2. The Contractor shall make no diversion without the GS/OAS' written consent; provided, that the GS/OAS may ratify in writing the proposed change, and that ratification shall constitute the GS/OAS' consent required by this clause.

13.8. SUBCONTRACTORS

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

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

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

13.9. CONTRACTUAL TERMS AND CONDITIONS

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

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