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AMENDMENT No. 1

BID No. 07/24

REQUEST FOR PROPOSALS

FOR

THE REPAIR OF THE TERRACE AT THE ADMINISTRATIVE BUILDING

DEPARTMENT OF GENERAL SERVICES (DGS)

SECRETARIAT FOR ADMINISTRATION AND FINANCE (SAF)

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

DEPARTMENT OF PROCUREMENT AND MANAGEMENT OVERSIGHT (DPMO)

September 3rd, 2024

THE REQUEST FOR PROPOSALS (RFP) FOR THE REPAIR OF THE TERRACE AT THE ADMINISTRATIVE BUILDING OF THE ORGANIZATION OF AMERICAN STATES

1. BACKGROUND

The Department of General Services (DGS) of the General Secretariat of the Organization of American States (GS/OAS), following the Existing Conditions Report (ECA) carried out in 2022, seeks to improve the condition of the terrace of the OAS Administrative Building (ADM), located on 19th Street and Constitution Avenue. The terrace must undergo a series of repairs as part of this process.

2. OBJECTIVE

This performance contract aims to repair all areas of the terrace. Due to aging and water infiltration, the current damage to the terrace requires a comprehensive remediation, prevention, and maintenance plan. The scope of work for this project includes:

- Prevent further water damage to the Columbus Memorial Library (located below the terrace).
- Existing flooring surface needs to be removed and reset because it is deteriorated and uneven.
- The terrace needs to be waterproofed to prevent more water infiltration damage to the building.
- Removal of existing planter. Shrubbery in planter beds poses a water filtration threat due to growing roots damaging the concrete slab below.
- The water fountain needs to be renovated (tiling) and waterproofed to function properly.
- The terrace and north facade need to be cleaned entirely.

Additionally, the proposed removal of the existing planter beds would increase the usable square footage of the terrace and eliminate the risk of further water infiltration.

3. RFP SCHEDULE

The RFP Schedule represents the best estimate of the schedule that will be followed. The GS/OAS reserves the right, at its sole discretion, to adjust this schedule. Notification of any adjustment to the RFP Schedule will be provided to all Bidders registered through the Official GS/OAS Procurement Notices/Opportunities Portal directly to the email that Bidders register with.

Activities	Dates
Issue Request for Proposals	August 15 th , 2024
Mandatory Walkthrough	August 22 nd , 2024 (AM)
Bidder's inquiries due	August 27 th , 2024
Response to Bidder's Inquiries due	August 30 th , 2024
Proposal Closing Date	September 5 th , 2024
Proposals opening and review	From September 6 th to 13 th , 2024
Contract Award	October 2024

4. TERMS OF REFERENCE

DGS conducted an in-house study of the current condition of the terrace. Based on the observations and findings, DGS arranged visits by qualified contractors to develop the Terms of Reference ("ToR") for the repairs. These ToR are based on the expertise of the DGS personnel as well as the technical input of the qualified contractors. The ToR will be given to prospective contractors and include: an itemized list of repairs, general specifications of the repairs as needed, copies of original construction documents of the building on file, and roof plans indicating the work to be performed. (See amended Annex I).

5. WALK-THRU INSPECTIONS AND PRE-BID MEETINGS

A walk-through of the ADM terrace will be arranged before the submission of proposals. Prospective Bidders interested in submitting a Proposal must request access to the building through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procurement.com/Bids> and/or via email to OPSBIDSubmittals@oas.org. The walk-through will be conducted with representatives of GS/OAS on the morning of **Thursday, August 22nd, 2024**.

6. PROPOSAL CONTENT AND FORMAT REQUIREMENTS

Proposals must be structured in four separate documents:

- Technical Proposal
- Pricing
- Legal Documentation
- Financial Documentation

6.1. Content of the Technical Proposal

The Technical Proposal shall include the following information/documents:

Documents related to Bidder's Experience

- a) A general description of the background and organization of the bidding firm.

- b) A detailed description of the Bidder's work experience similar or relevant to this Project. The description shall substantiate its qualifications and capabilities to satisfy the requirements of the RFP.
- c) A minimum of five (5) references from Bidder's clients to which similar or relevant services were provided during the last five (5) years. These references should include: the name of the client, contact person, telephone and fax numbers and e-mail address, and a description of the work performed and the duration of the Project. Please follow **Format 3 of Annex III**.

Documents related to the Project

- a) A Statement of Work (SOW) which shall include a description of the basic infrastructure and associated professional services offered, implementation methodology, deliverables, and an estimated timeline for delivery of the requested services (milestones), per the terms of this RFP.
- b) If the Bidder plans to perform the work with subcontractors and/or in joint venture with other firms, an explanation of the relationship between the firms and how potential inefficiencies in the organization, communications, and Project processes can be avoided. If the form of a joint venture is considered, the Technical Proposal should additionally address joint and other liabilities for all partners.

Documents related to Bidder's Personnel

- a) The resume of the lead professional staff person who will be assigned to this project as "Project Manager", and two concise but descriptive summaries of this person's prior experience with similar projects. Professional skills and previous experience in the technical team to be assigned to the Project are required.

Bidder's Point of Contact

- a) 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 Bidder concerning this bidding process.

6.2. Content of the Economic Proposal

- 6.2.1.** The Bidders shall submit a complete Price Proposal in US Dollars (US\$). The price shall be fixed, including all labor and materials (turnkey). The contractor shall be licensed, bonded, and insured. The contractor is responsible for all permits and off-site work arrangements.
- 6.2.2.** Bids will include the estimated completion time (working days) and possible contingency costs due to work interruption by the OAS.
- 6.2.3.** Bids must include warranty details for the completed project (minimum 2 years).

6.2.4. The price shall reflect any tax exemption to which the GS/OAS is entitled because of the Privilege and Immunities it enjoys. In any case, no Federal, State, or Local Taxes shall be included in the amount billed.

6.3. Content of the Legal Documentation:

- 6.3.1.** A copy of the Bidder's certificate of incorporation issued by the competent authority of its country.
- 6.3.2.** A copy of the Bidder's bylaws.
- 6.3.3.** A copy of the Bidder's licenses and certifications in the corresponding jurisdiction (if required under the law of the duty station where the work is to be performed).
- 6.3.4.** A copy of the W-9 Form for US Companies and the Employer Identification Number for companies outside the US.
- 6.3.5.** A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- 6.3.6.** Acceptance of the Contractual Terms and Conditions Statement. The statement should follow **Format 1 of Annex III**.
- 6.3.7.** A disclosure statement of conflict of interest. The statement should follow **Format 2 of Annex III**. In the event of the Bidder intends to subcontract or perform the Contract in joint venture, such statement shall be also disclosure by the subcontractors and by each member of the joint venture.

6.4. Financial Documentation:

- a) A copy of the Bidder's latest general balance sheet of 2023; and a copy of the Bidder's latest three (3) audited financial statements, for the years 2021, 2022, and 2023.
- b) The GS/OAS shall determine to its satisfaction whether a Bidder is qualified to perform the contract satisfactorily. The determination may be based upon an examination of the documentary evidence of the Bidder's qualifications either submitted by the Bidder or available as public information such as Dun & Bradstreet (D&B) report and through reference check.

6.5. Limited Use of Data

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

USE AND DISCLOSURE OF DATA

This Proposal includes data that shall not be disclosed outside the GS/OAS and shall not be duplicated, used, or disclosed— in whole or in part—for any purpose other than to evaluate this Proposal. If, however, a contract is awarded to this Bidder as a result of— or in connection with—the submission of this data, the GS/OAS shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the GS/OAS' right to use information contained in this data if it

is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets].

7. THE RFP PROCESS

7.1. Governing Law

This RFP process is regulated by:

- a) This RFP.
- b) The Procurement Contract Rules of the GS/OAS, approved by Executive Order No. 00-1 <https://www.oas.org/legal/english/gensec/Executive%20Order%2000-1.pdf>
- c) The Performance Contract Rules, approved by Executive Order No. 05-04, Corr. No. 1 <http://www.oas.org/legal/english/gensec/EXOR-05-04-CORR1.htm>
- d) The Executive Orders, memoranda, and other dispositions and official documents of the GS/OAS applicable to this process.

7.2. Bidder's Warranties

By submitting a proposal in response to this RFP, the Bidder represents and gives express warranty of:

- a) Its knowledge and acceptance of RFP and the rules and conditions that govern the bidding process.
- b) That it has studied and is thoroughly familiarized with the requirements and specifications of the terms of reference for the terrace reparation. This includes familiarity with the technical and contractual information contained in this RFP and its Attachments, with all current equipment, labor, material, market conditions, shipping, and with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations outlined in **amended** Annex I, Contractual Terms, and Conditions.
- c) The accuracy and reliability of all information it submits in this procurement process.
- d) Its knowledge that its proposal does not create any right in or expectation to a contract with the GS/OAS.
- e) That the Bidder shall bear any, and all costs or expenses associated with or incurred in the formulation or development of a proposal in response to this RFP.
- f) The GS/OAS shall determine to its satisfaction whether a Bidder is qualified to perform the contract satisfactorily. The determination may be based upon an examination of the documentary evidence of the Bidder's qualifications either submitted by the Bidder or available as public information such as Dun & Bradstreet (D&B) report and through reference check.
- g) Bidder takes full responsibility for any errors or mistakes concerning its bid proposal. Bidder has used its best efforts to ensure the accuracy, reliability, and completeness of its proposal, and agrees that any cost of any modification of the proposal or contract terms

based on Bidder's error in the information it has provided with its proposal shall be borne solely by Bidder.

7.3. Registration at the Official GS/OAS Procurement Portal

7.3.1. The GS/OAS will post this RFP and its Annex on 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.procurement.com/Bids>).

7.3.2. Companies interested in receiving updates on the RFP Schedule, requesting clarification, and/or bidding will need to register as a vendor on the Official GS/OAS Procurement Notices/Opportunities Portal (<https://oas.procurement.com/Bids>)

7.3.3. To start the registration process, the Bidder must complete the following fields and then press "Next" to submit its entry. Bidders will receive an email message with instructions on how to complete the registration.

- a) Company Name
- b) First Name (Contact Person)
- c) Last Name (Contact Person)
- d) Title (Contact Person)
- e) Email Address (Contact Person. This email address will receive all further notifications)
- f) Legal ID # (EIN or Federal Tax ID of the Company)
- g) Phone (Contact Person)

7.3.4. Please note that 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/Procure Ware, please ensure to add our e-mail address noreply@procurement.com to your address book, contacts, and/or "Safe Senders" list.

Fig 1: Screenshot of the Official GS/OAS Procurement Notices/Opportunities Portal.
 Source: <https://oas.procureware.com/Register?s=Setup>

7.4. Bidders' Inquires

- 7.4.1. Bidders may submit any inquiry or request for more information and clarification regarding ToRs in this RFP until **August 27th, 2024**, through the Official GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids>. Only bidders registered with the portal may submit questions.
- 7.4.2. Bidder questions must identify the number of sections of the RFP related to the question being asked.
- 7.4.3. 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 **August 30th, 2024**, where all submitted questions and answers (Q&A) will be available for registered Bidders.

7.5. Proposal Closing Date

- 7.5.1. Proposals shall be submitted through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids> by **September 5th, 2024**.
- 7.5.2. Bidders should not consider their proposal received unless they receive a Bid submission received a confirmation email from our address noreply@procureware.com. It is the responsibility of the Bidder to ensure their proposal was received. The GS/OAS is not responsible for incomplete proposals due to email delivery issues.

7.6. Award Criteria

Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in the RFP. Once admitted, the GS/OAS will review, evaluate, and compare those Proposals according to, but not necessarily limited to, the following criteria:

- a) **Price (60%)** - The Bidder with the lowest evaluated pricing proposal will be awarded the highest points. Price proposals from other Bidders will receive points based on the relationship of the Bidder's prices to that of the lowest evaluated pricing proposal.
- b) **Company Qualification (20%)** - Bidders must include in their proposal the complete information of the company as indicated under section 7.3 of this RFP.
- **References Check:** The GS/OAS will request performance information from Bidder's previous clients.
 - **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. The bidder's relevant experience and past performance will be evaluated in respect to past or current efforts similar or relevant to this Bid.
- c) **Project Schedule (20%)** - Bidders shall submit the information regarding their proposed schedule for the Project considering any critical dates.

7.7. Right to Cancel the RFP and/or Reject Proposals

- 7.7.1.** 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.
- 7.7.2.** The GS/OAS has the right to reject any and all proposals, and to disqualify any proposal not responsive to the minimum technical requirement and minimum proposal content specified in this RFP.

7.8. Requests for Clarification

- a) To enhance the GS/OAS understanding of Proposals, allow reasonable interpretation of the Proposal, or facilitate the evaluation process, the GS/OAS may submit, in writing, any inquiry or request to the Bidders for explanation, substantiation, or clarification of certain aspects of its Proposals.
- b) 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.
- c) 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.

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

7.9. Discussions and Negotiations

- 7.9.1. Before granting the award, the GS/OAS may choose to have written or oral discussions and/or negotiations regarding the terms, conditions, and deliverables of the proposal with the Bidders that, in the opinion of GS/OAS, are within the competitive range.
- 7.9.2. For that purpose, the GS/OAS, through DPMO, will submit, in writing, any request (including interview requests) to the Bidders. Such requests will be addressed to the point of contact indicated by the Bidders in their proposal.
- 7.9.3. During the negotiations, the GS/OAS may request the Bidders to revise or modify their proposals. After the negotiations, the GS/OAS may issue a request for Best and Final Offer (BAFO)

7.10. Award

- 7.10.1. Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in the RFP. Once admitted, the GS/OAS shall analyze and rate those Proposals using the award criteria described in section 7.6.
- 7.10.2. A technical-economic analysis 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 that offers the 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.
- 7.10.3. The GS/OAS reserves the right to award the contract to a single contractor instead of multiple contractors.
- 7.10.4. The GS/OAS reserves the right to reject any or all Proposals, and to partially award the Contract.
- 7.10.5. 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.
- 7.10.6. The GS/OAS will promptly notify the unsuccessful Bidders in writing and the awarded company will be posted at the GS/OAS website <http://www.oas.org/OASpage/bid/default.asp>.

8. CONTRACT TERMS

- 8.1. The Contract will be drafted by the GS/OAS based on this RFP, the Terms of Reference the winning Proposal, and the results of the negotiations with the selected Bidder. The

Contract shall come into effect when signed by both GS/OAS and the duly authorized representative of the winning Bidder.

- 8.2.** The GS/OAS shall not accept any changes to the Contract after the contract is awarded. Once the GS/OAS awards the Contract, the Vendor shall be bound by such Contract either as stated herein in the RFP or as mutually modified by the Parties.
- 8.3.** Bidders wishing to negotiate a modification of the Contract Terms & Conditions stated in this RFP must attach a copy of the GS/OAS's RFP and show proposed changes (deleted sections with a strike over and added sections in boldface type). The Bidder's failure to identify any such changes in its Proposal will preclude the Bidder from making any such changes thereafter. If Proposals are subject to additional terms that the GS/OAS decides are not in its best interest, the GS/OAS reserves the right to deem that Proposal as unresponsive.
- 8.4.** Any Bidder selected by the GS/OAS who proposes changes to the Contract shall not be deemed as acceptance of the Bidder's proposed changes. At all times, the GS/OAS reserves the right to use its Contract and to negotiate changes to it. The GS/OAS reserves the right to accept or reject any changes in language to the Contract and reserves the right to make final conforming changes to the Contract.

9. GENERAL PROVISIONS

9.1. Language

All correspondence and responses to this RFP shall be made in English.

9.2. Privileges and Immunities

- 9.2.1.** Nothing in this RFP 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.
- 9.2.2.** The Bidders are not entitled to any of the exemptions, privileges, or immunities, which the GS/OAS may enjoy arising from GS/OAS status as a public international organization.

9.3. Confidentiality and Privacy

- 9.3.1.** The 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, the 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.

- 9.3.2. 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.
- 9.3.3. Period of confidentiality: The obligations under paragraph above, shall continue, notwithstanding the expiration or termination of this Contract.

10. INSURANCE AND PERFORMANCE BOND

10.1 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 outlined 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

The 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.

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

The Contractor's liability insurance shall include contractual liability insurance sufficient to cover the Contractor's obligations under Section 11.

10.2 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.

10.3 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:

The 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."

11. 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.

12. ATTACHMENTS

All attachments listed below form an integral part of this RFP:

- Annex I – Amended Terms of Reference (TORs)
- Annex II – General Contractual Terms & Conditions

- Annex III – Formats
 - Format 1: Acceptance of the General Contractual Terms and Conditions
 - Format 2: Conflict of Interest Statement
 - Format 3: Commercial References