BID No. 02/19

REQUEST FOR PROPOSALS

FOR

CONSTRUCTION OF A MULTI-PURPOSE TRAINING CENTER
AT THE SOUTH CAMP JUVENILE REMAND
AND CORRECTIONAL CENTRE IN JAMAICA

DEPARTMENT OF PUBLIC SECURITY (DPS)

SECRETARIAT FOR MULTIDIMENSIONAL SECURITY (SMS)

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

Department of Procurement Services

April 29, 2019

1 / 25
TABLE OF CONTENTS

1. Background
2. Objective
3. Terms of Reference
4. Governing Law
5. Bidders’ Inquiries
6. Proposal Submission
7. Evaluation
8. Award
9. Contractual Terms and Conditions

Appendixes

Appendix 1   Terms of Reference
Appendix 2   Technical Specifications
Appendix 3   Contractual Terms and Conditions
Appendix 4   Formats
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1. BACKGROUND

1.1 The Organization of American States (OAS) brings together the nations of the Western hemisphere to promote democracy, defend human rights, ensure a multidimensional approach to security, foster integral development and prosperity and support Inter-American legal cooperation among its member states.

1.2 In recent years, the Government of Jamaica has taken significant steps to ensure that juvenile remandees and charged offenders are placed in separate remand centers and correctional facilities, which offered unprecedented opportunities to engage this highly vulnerable population.

1.3 The OAS Department of Public Security (DPS), under the OAS Secretariat for Multidimensional Security (SMS) of the General Secretariat (GS/OAS) firmly believes that promoting healthy emotional environments within the correctional facilities, as well as increasing economic prosperity among incarcerated youth are key strategies to reducing recidivism, and, ultimately, crime and violence.

1.4 To this end, the GS/OAS fully supports the United States Agency for International Development (USAID) strategy to invest in people as a way to directly counter crime and violence. Considering this, GS/OAS, working with its affiliate, The Trust of the Americas, and with the financial support of USAID Jamaica, has developed a comprehensive program to address the emotional, social, educational, and economic challenges faced by Jamaican youth who have been in the justice system by improving the quality of, and access to, reintegration and training services for juvenile remandees in the areas of life skills and emotional wellbeing, education and technical skills and vocational training.

1.5 In the framework of this program, entitled “A New Path: Promoting a Healthy Environment and Productive Alternatives for Juvenile Remandees and Offenders in Jamaica”, the purpose of this activity is to build a Multi-Purpose Training Center at the South Camp Juvenile Remand and Correctional Centre, located in Kingston, Jamaica.
2. **OBJECTIVE**

2.1 The purpose of this RFP is to select the Contractor that will build a Multi-Purpose Training Center inside the South Camp Juvenile Remand and Correctional Centre to enable the training of young women at the South Camp remand center and correctional facility, contributing to their successful reintegration into society.

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 design and construction of the Multi-Purpose Training Center are outlined in Appendix 1 and the Technical Specifications are outlined in the drawings listed in Appendix 2 of this RFP and, therefore, become part of it.

4. **GOVERNING LAW**

The selection process of the consultant services are regulated by:

4.1 This RFP.


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

5. **BIDDERS’ INQUIRIES**

5.1 Bidders may submit any inquiry or request for more information and clarification regarding technical specifications in this RFP until **May 8, 2019** through the Official GS/OAS Procurement Notices/Opportunities Portal at [https://oas.procureware.com/Bids](https://oas.procureware.com/Bids). You must be registered to ask questions.

5.2 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, within five (05) business days.

6. **PROPOSAL SUBMISSION**

Interested firms should follow a two-step process for submitting a Proposal:

a. Register at the Official GS/OAS Procurement Notices/Opportunities Portal
b. Submit Proposal by **May 23, 2019**.
6.1 Registration

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 bidding will need to register as a vendor. 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 (“nonreply@procureware.com”) to your address book, contacts, and/or "Safe Senders" list.

6.2 Submission

6.2.1 After OAS/DP vendors’ approval, companies will be able to submit their Proposal through Official GS/OAS Procurement Notices/Opportunities Portal.

6.2.2 Additionally, the Proposals shall be submitted by electronic mail to the attention of Mr. Alex Grahammer, Director of the Department of Procurement Services (DP). Proposals sent by e-mail should be in PDF format to OASBIDSubmit@oas.org, with copy to alopez@oas.org. Each email including attachments of the Proposal must not exceed 15 MB.

6.2.3 The Proposals shall be signed by the Bidder’s legal representative.

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

6.2.5 By submitting a Proposal, the Bidder gives express warranty of its knowledge and acceptance of RFP and the rules and conditions that governs the bidding process. Likewise, the Bidders shall warrant the accuracy and reliability of all information they submit in this procurement process.

6.2.6 The Bidders shall bear any and all costs or expenses associated with or incurred in the formulation or development of a Proposal in response to this RFP.

6.3 Required Documents and Formats in the Proposals

6.3.1 Content of the Technical Proposal:

The Technical Proposal shall include the following information/documents:

Documents related to Contractor’s Experience

a) A cover letter with a general description of the background of the bidding company, including years in business; adequacy, competency and availability of staff (with the submission of the staff curriculum vitae, when appropriate); and quality policy.
b) A detailed description of the Bidder’s work experience similar or relevant to this Project. The description shall indicate what work it did, when and where it did it, whom it did it for, and what methods it used.

c) A minimum of three (03) references from Bidder’s clients to which similar or relevant services were provided during the last three (3) years. These references should include: the name of the client, contact person, telephone and fax numbers and e-mail address, and a description of the work performed and the duration of the project.

Documents related to the Work Offered

d) Work Plan with an indication of the methodology, deliverables, and an estimated timeline for the completion of the requested tasks (milestones), in accordance with the TOR, Appendix 1 of this RFP. Innovation and/or enhancements to the work, if offered, should be also described in the Work Plan.

If the Bidder plans to perform the work 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 communication and processes delays, 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.

e) Priced Bills of Quantity.

Other information

f) Information of Bidder’s point(s) of contact. Provide the name, position, telephone number, and email of the person or persons serving as coordinator or focal point of information of the Bidders concerning this bidding process.

g) All other documents listed in the TOR, Appendix 1 of this RFP.

h) Other documentation and/or information that supports each of the technical evaluation factors as per Section 7.3.1, a) of this RFP.

6.3.2 Content of the Price Proposal:

The Bidders shall submit a Price Proposal expressed in US Dollars (US$), in numbers and in words, in accordance with the TOR, Appendix 1 of this RFP.

A Fixed Price Contract will be signed with the prospective Contractor, therefore Price Proposals shall include all cost of executing the construction of a Multi-Purpose Training Center at the South Camp Juvenile Remand and Correctional Centre in Jamaica.

In addition, the Price Proposal shall include a proposed payment/compensation schedule, considering that payments will be only furnished upon satisfactorily completed work/deliverables.
6.3.3 **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 corresponding jurisdiction (if required under the law of the duty station where the work is to be performed).
- **d)** A copy of the tax registration certificate and the tax compliance certificate.
- **e)** A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- **f)** A statement where Bidder acknowledges that it has read and understood the Contractual Terms and Conditions and Technical Specifications as per Appendix 1 and Appendix 3 of this RFP. The statement should follow Format 1 of Appendix 4. If the Bidder does not agree with any of the Contractual Terms and Conditions of GS/OAS, it should expressly indicate so in its Proposal, offer alternative language, and present the rationale of its proposal.
- **g)** A disclosure statement of conflict of interest. The statement should follow Format 2 of Appendix 4.
- **h)** A copy of the Bidder’s latest general balance sheet of 2018; and copy of the Bidder’s latest three (3) audited financial statements, for the years 2016, 2017 and 2018. These financial statements must be signed and/or appropriately certified by the Chief Financial Officer of the Bidder.

6.4 **Closing Date for Receipt of Proposals**

6.4.1 The electronic proposals must be received by the GS/OAS no later than close of business (COB), **5:30 p.m. EST, May 23, 2019.**

6.4.2 Proposals submitted after the deadline will not be considered.

6.5 **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].*
7. EVALUATION

7.1 Requests for Clarifications

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

7.1.2 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.

7.1.3 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. Information provided by the Bidder that was not expressly solicited by the GS/OAS through a request for clarification will not be considered during the evaluation.

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

7.2 Evaluation Process

7.2.1 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.

7.2.2 Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in the TORs (Appendix 1 and 2). Once admitted, the GS/OAS shall analyze and rate those Proposals using the evaluation factors set forth in paragraph 7.3.

7.3 Award Criteria

7.3.1 The GS/OAS 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 Project, according to the below guidelines:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Criteria</th>
<th>Desirable</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Years of Business</td>
<td>Experience</td>
<td>&gt; 5 Years</td>
</tr>
<tr>
<td>2</td>
<td>List of Similar Projects Executed and References</td>
<td>Experience</td>
<td>3 Good References</td>
</tr>
<tr>
<td>3</td>
<td>Adequacy, competency and availability of staff including listing of persons to be assigned to the project along with their curriculum vitae.</td>
<td>Technical Competence</td>
<td>List of Management Personnel to be employed on site to be sent</td>
</tr>
<tr>
<td>4</td>
<td>Technical depth of the organization and list of projects undertaken with similar scope (New Construction)</td>
<td>Technical Competence</td>
<td>&gt; 10 Projects</td>
</tr>
</tbody>
</table>

6. **Schedule Compliance.** Analyses the ability of the Bidder to comply with the required performance schedule.

7. **Work Plan.** Assesses the completeness of the Proposal in order to determine timely performance and technical compliance, such as the ability of the Bidder to provide training in host country native language (Spanish) or to provide an affordable alternative.

8. **Innovation / Enhancements.** Favorable consideration will be given to those Bidders that offer greater performance through enhancements to the work called by the TORs.

b) **Price Criteria:**

1. Price Proposal.
7.4 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 7.3.

8. AWARD

8.1 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.

8.2 All technical evaluation factors, when combined, are significantly more important than cost or price.

8.3 The GS/OAS reserves the right to award the contract to multiple contractors rather than a single contractor.

8.4 The GS/OAS reserves the right to reject any or all Proposals, and to partially award the Contract.

8.5 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.

9. CONTRACTUAL TERMS AND CONDITIONS

9.1 Mistakes

9.1.1 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.

9.1.2 The data and related information are legal documents and are intended to be used as such.

9.1.3 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.
9.2 Privileges and Immunities

9.2.1 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.

9.2.2 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.

9.3 Indemnification to Third Parties for Contractor’s Negligent or Wrongful Acts

9.3.1 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.

9.3.2 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.

9.3.3 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.

9.3.4 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.

9.4 Due Diligence and Information on the Contract

9.4.1 By submitting a Proposal, the Bidder represents and warrants that it has studied and is thoroughly familiarized with the requirements and specifications of the Contract in their entirety. This includes familiarity with the Contract Documents attached to the RFP, with all current equipment, labor, material market conditions, and with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations under the Contract.

9.4.2 By submitting a Proposal, the Bidder also accepts that it will not make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the Contract, or because of any information which is known or should have been known to the Bidder.
9.5 Insurance

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

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Coverage Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 Personal/Bodily Injury.</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Each Occurrence.</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 Products/Completed Operations Aggregate.</td>
</tr>
<tr>
<td></td>
<td>$2,000,000 General Aggregate, per premises aggregate.</td>
</tr>
<tr>
<td>Business Automobile</td>
<td>$1,000,000 Each Accident.</td>
</tr>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory Limits or $500,000, whichever is greater, based on the benefits levels of the deemed state of hire.</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 Bodily Injury by Accident Per Employee.</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Bodily Injury by Disease Per Employee.</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 Bodily Injury by Disease Policy Limit.</td>
</tr>
<tr>
<td>Umbrella/Excess Liability</td>
<td>$4,000,000 Each Occurrence.</td>
</tr>
<tr>
<td></td>
<td>$4,000,000 Aggregate, per Project.</td>
</tr>
</tbody>
</table>

9.5.2 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.

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

9.5.4 Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above in paragraph 9.5.1. Contractor is required to provide GS/OAS with proof of those insurance policies on request.

9.5.5 Contractor’s liability insurance shall include contractual liability insurance sufficient to cover Contractor’s obligations under paragraph 9.5.1, above.
9.6 Subcontractors

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

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

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

9.7 Performance Bond

9.7.1 As a condition to sign the Contract, Contractor shall present to the GS/OAS a performance bond covering discharge of the obligations undertaken in the Contract and all obligations arising there under through the warranty period. This insurance guarantee shall represent twenty per cent (20%) of the Contract’s lump sum value. Said bond shall be issued by a first-tier insurance company, the GS/OAS being named as the insured party.

9.7.2 This insurance guarantee shall remain in full force until the GS/OAS issues a statement of final acceptance of the work. Should the Contract be amended to take into account modifications implying in changes in the final price and deadlines, this insurance shall be adjusted to take said changes into account.

9.7.3 The performance bond 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."

9.8 Other Bonds

9.8.1 The contractor will be required to present a Mobilization Advance Bond in the amount of 100% of the amount that is advanced to the contractor, as described in the timeline of payments.

9.8.2 The GS/OAS may require the vendor to obtain a Labor and Material Payment Bond so as to protect the rights of subcontractors and laborers on the project and to reduce the exposure, expense and inconvenience of dealing with mechanics’ and materialmen’s liens.

9.9 Other Contractual Terms and Conditions

9.9.1 The defects liability period will be for twelve months from the day named in the certificate of practical completion of the works.

9.9.2 Five percent (5%) of the total contract sum will be retained for the duration of the defects liability period. This will be retained until all defects and damages identified that are due to the poor work or negligence of the contractor are rectified. Failure for the contractor to remedy defects or damage may result in the client undertaking said repairs and deducting from the contract sums held under retention. To fund the retention fund, ten
percent (10%) of the certified value of work completed will be retained up to the limit of the retention fund.

9.9.3 Appendix 3 of this RFP contains the Contractual Terms and Conditions of GS/OAS’ Standard Performance Contract (CPR).

9.9.4 No changes to the General Terms and Conditions shall be accepted after the contract award. Once the Contract is awarded, the Contractor shall be bound by the General Terms and Conditions either as stated herein in the RFP or as mutually modified by the Parties.
APPENDIX 1

TERMS OF REFERENCE

CONSTRUCTION OF A MULTI-PURPOSE TRAINING CENTER AT THE SOUTH CAMP JUVENILE REMAND AND CORRECTIONAL CENTRE IN JAMAICA

I. Background

The GS/OAS Secretariat for Multidimensional Security (SMS) promotes and coordinates cooperation among the OAS member states and between them, the Inter-American system and other bodies in the international system, in order to access, prevent, confront, and respond effectively to threats to security, with a view of being the leading point of reference in the Hemisphere for developing cooperation and capacity-building in the OAS member states.

The Department of Public Security assists member states in the design and implementation of initiatives aimed of supporting efforts at strengthening the institutional capacity of member states to design and implement public policies that enable them to address the public security needs of the population.

The contractor will provide services in the context of the “A New Path: Promoting a Healthy Environment and Productive Alternatives for Juvenile Remandees and Offenders in Jamaica”. “A New Path” is a project implemented by the Department of Public Security, in collaboration with the Trust for the Americas, with the support of the United States Agency for International Development, to improve the quality of, and access to, reintegration services (educational, vocational, and internship/employment opportunities), technical training (marketable technical skills, life/social skills), as well as individualized psychosocial/emotional services for juvenile detainees of South Camp, Metcalfe, Rio Cobre and Hill Top, the four juvenile facilities of Jamaica.

A New Path is comprised of two distinct tracks, each with its own objective:

Track 1 Objective: Prepare young detainees at South Camp Juvenile Remand and Correctional Centre, Metcalfe Street Secure Juvenile Remand Centre, Rio Cobre Juvenile Correctional Centre, and Hill Top Juvenile Correctional Centre with marketable technical skills, life skills, and individualized psychosocial attention to enable their successful reintegration into society.

Track 2 Objective: Assist the releases from South Camp Juvenile Remand and Correctional Centre, Metcalfe Street Secure Juvenile Remand Centre, Rio Cobre Juvenile Correctional Centre, and Hill Top Juvenile Correctional Centre, in accessing educational, vocational, and internship/employment opportunities, while providing comprehensive case management for six to twelve months after release.

As part of track 1, the project includes the construction of specific infrastructure in the juvenile facilities for the implementation of the reintegration activities. Specifically at South Camp, a multi-use space that can accommodate three classrooms that will be built within the framework of the project.

II. Documents to be Provided by OAS

In order to facilitate the preparation of the proposal and an accurate pricing of this project, an architectural package is attached to this RFP. The contractor should use these documents to prepare their proposal. GS/OAS will not accept any diversion from the construction drawings provided.

III. Scope of Work

GS/OAS will construct a building at the South Camp Juvenile Remand and Correctional Centre. This
will be a multi-use space that can accommodate three classrooms, as detailed in the drawings of the building. GS/OAS will organize a post selection meeting, prior to the construction contract signature, with the selected contractor to assure that:

(1) proper design, construction and supervision activities have been selected to ensure adequate safety services for the contractor’s/ builder’s workforce;

(2) best and safe management of the construction materials needed to comply with the design specifications, quality control, quality assurance, monitoring and reporting procedures;

(3) possible and probable construction implementation risks are properly mitigated;

(4) the beneficiaries of the Facilities construction will be able to, in technical and cost terms, produce proper maintenance and safety services; and in conclusion

(5) having the selected contractor certify, before the contract signature, that there are no known errors or omissions in the design drawings and related contract documents.

IV. **Main Responsibilities**

The contractor will be responsible for all services to be undertaken in the construction of the space, which will include but not limited to the following:

- Provide Construction services to facilitate the full construction of the new facility
- Procurement of all material required for the construction of the facility
- Project Management and Administration Services to ensure smooth management of the project
  - Preparation of Construction Schedules in Microsoft Projects or similar software utilizing the critical path method (CPM) of construction Management
  - Maintain a site diary of all incidents and activities that take place on the site on a daily basis
  - Manage and monitor health and safety requirements on the site
  - Coordinate and liaise with the Department of Correctional Services (DCS) to ensure that they are made aware of all personnel who will access the site on a daily basis and that all requirements of the DCS are followed.
  - Assign a Project Manager who will ensure that all activities on site are coordinated with the relevant personnel
  - Maintain a storage area on site to manage all material and equipment storage
  - Maintain a restroom and dining facility on site to ensure staff welfare for workers are met.

The contractor is also responsible to conduct a risk assessment before the start of the project and also during the life of the project to ensure that all possible risks are brought to the attention of the GS/OAS and are documented, addressed, and tracked.

During the execution of the contract, the contractor is responsible for:

- Providing supervision and administrative services for all subcontracting works which will include:
  - Air Conditioning
  - Fire Alarm
  - Access Control
  - Electrical
- Epoxy Floor Application
- Roof Waterproofing

- Properly Secure site from current occupants, taking into consideration that the site is a Detention Centre and there can be no interaction between construction team and the wards housed at the facility.
- Make timely requests for information required for the completion of the project through a Request For Information system to ensure that information is transmitted in a formal manner.
- Prepare claims in an accurate and timely manner to facilitate payment of invoices.
- Perform quality assurance checks on all components of the project that are deemed necessary by the Project Civil Engineer. This includes but is not limited to:
  - Setting out
  - Concrete
  - Steel
  - Rebar Placement and tying
  - Finishes

V. **Deliverables and Timeline**

The successful Contracting firm will be responsible for executing the project based on the following:

- Mobilization to site within four weeks after award of contract
- Construction of Facility (full completion) within 4 months after contractor has mobilized

VI. **Compensation and Payment Schedule**

Payments will be made after completion of a works certificate approved by the Project Civil Engineer and also GS/OAS representatives.

**Pricing:**

- Prices quoted must be in United States dollars and remain fixed for the duration of the contract and shall not be subject to variation on any account.
- Contractor is entirely responsible for all taxes, stamp duty, license fees and other such levies that are applicable.

**Milestone Payments:**

- Deposit to be made upon request by contractor and based on terms identified in the Bills of Quantity, which should be secure through a Mobilization Advance Bond (see below);
- Project payments to be made upon certification of work by Project Civil Engineer.

The contractor should present with the bid a proposed calendar of implementation and payment schedule. Any deviation from the established deadlines caused by an action or negligence of the contractor will result in a fine of 2% of the total amount of the contract, which will be deducted from the contractor’s next scheduled payment.

VII. **Other considerations**

- Site visits: A site visit can be facilitated upon request of the bidder three business days before the date of the visit.
Figure 1: The selected site for the construction of the new Classrooms/vocational skills training spaces and the existing Chapel (lower photos) to be upgraded to be used as a classroom: GS/OAS will update the site land-use master plan, including the water and sanitation systems.
## APPENDIX 2

### Technical Specifications

#### DRAWING SCHEDULE

<table>
<thead>
<tr>
<th>PAGE #</th>
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</table>

19 / 25
CONTRACTUAL TERMS AND CONDITIONS

1. Contractor is neither an employee nor a staff member of GS/OAS and is not entitled to any of the rights, benefits, and emoluments of GS/OAS staff members.

2. Contractor undertakes to perform Contractor’s functions under this Contract and to regulate Contractor’s conduct in conformity with the nature, purposes, and interests of the GS/OAS. Contractor shall complete the Work in accordance with the highest professional standards and shall conform to all governmental pertinent laws and regulations.

3. Contractor accepts full legal responsibility for the Work, including all liability for any damages or claims arising from it, and agrees to hold GS/OAS and its staff members harmless from all such damages or claims. Contractor shall provide certificates of insurance coverage as GS/OAS may require for proof of ability to cover such liability.

4. Contractor does not legally represent GS/OAS, shall not hold himself out as having such powers of representation, and shall not sign commitments binding GS/OAS.

5. Contractor shall not have any title, copyright, patent, or other proprietary rights in any Work furnished under this Contract. All such rights shall lie with GS/OAS. At the request of GS/OAS, the Contractor shall assist in securing the intellectual property rights produced under this Contract and in transferring them to GS/OAS.

6. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to GS/OAS and used by Contractor in the performance of this Contract shall remain the property of GS/OAS. Unless otherwise provided in the Terms of Reference and Technical Specifications (Appendix I and II), Contractor shall not retain such information, and copies thereof beyond the termination date of this Contract, and Contractor shall not use such information for any purpose other than for completion of the Work.

7. Administrative Memorandum No. 120 “Information Security Policy” and Executive Order No. 15-02 “Policy and Conflict Resolution System for Prevention and Elimination of All Forms of Workplace Harassment” are readily available at [http://www.oas.org/legal/intro.htm](http://www.oas.org/legal/intro.htm). Contractor certifies that he has read those documents and agrees to comply fully with them.

8. The Gross Compensation paid Contractor constitutes full consideration for the Work. It covers all fees, expenses, and costs incurred by Contractor in providing the Work, as well as Contractor’s direct compensation for same.

9. Because Contractor is an independent contractor, GS/OAS is not responsible for providing social security, workmen’s compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for Contractor and his employees under this Contract. Contractor is solely responsible for providing those benefits, and the Parties have agreed upon the Gross Compensation hereunder to enable Contractor to satisfy that responsibility. At the request of GS/OAS, the Contractor will provide satisfactory evidence of workman's compensation and other insurance coverage that may be required for all its employees or such Contractors.

10. Contractor warrants that his performance of the Work will not violate applicable immigration laws, and Contractor shall not employ any person for the performance of this Contract where such employment would violate those laws.

11. Unless otherwise specified in this Contract, Contractor shall have the sole responsibility for making Contractor’s travel, visa, and/or customs arrangements related to and/or required for the performance of this Contract, and GS/OAS shall have no responsibility for making or securing such arrangements.

12. This Contract shall be null and void in the event the Contractor is unable to obtain a valid visa and other permits or licenses necessary to complete the Work in the country where the Contract is to be performed.

13. Unless otherwise specified in this Contract, Contractor shall neither seek nor accept instructions regarding the Work from any government or from any authority external to the GS/OAS. During
the period of this Contract, Contractor may not engage in any activity that is incompatible with
the discharge of Contractor’s obligations under this Contract. Contractor must exercise the
utmost discretion in all matters of official business for GS/OAS. Contractor may not
communicate at any time to any other person, government, or authority external to GS/OAS
any information known to him by reason of his association with GS/OAS which has not been
made public, except in the course of the performance of Contractor’s obligations under this
Contract or by written authorization of the Secretary General or his designate; nor shall
Contractor at any time use such information to private advantage. These obligations do not
lapse upon Contract termination. Failure to comply with these obligations is cause for
termination of this Contract.

14. Unless specifically provided for in this Contract¹ in accordance with CPR Rule 5.13.1, the
Contractor may not directly supervise a GS/OAS staff member or direct a project or mission that
requires the Contractor to supervise GS/OAS staff members.

15. Contractor shall not openly participate in campaign activities for or otherwise openly support
and or promote any candidate for elected positions in the OAS; nor shall Contractor use the
facilities of the GS/OAS and/or its staff provided to him under this Contract to support and
promote the candidacy of any candidate for an elected position in the OAS.

16. GS/OAS may terminate this Contract for cause with five days notice in writing to the
Contractor. Cause includes, but is not limited to: failure to complete the Work in accordance
with professional standards or to otherwise deliver conforming goods and services; failure to
meet deadlines; conduct which damages or could damage relations between the OAS and a
member state; fraudulent misrepresentation; criminal indictment; sexual harassment;
workplace harassment; bankruptcy; conduct incommensurate with the requirements for
participation in OAS activities; and breach of any of the provisions of this Contract.

17. Either party may terminate this Contract for unforeseen circumstances by giving at least thirty
days notice in writing to the other. Unforeseen circumstances include, but are not limited to,
modifications to the Program-Budget of the OAS; lack of approved funds in the OAS Program-
Budget for the corresponding program or project; failure of a donor to provide fully the specific
funds which were to finance this Contract; an act of God; and the Secretary General’s or a
member state's desire to discontinue the Work.

18. In the event this Contract is terminated with or without cause, Contractor shall submit to
GS/OAS all of the Work completed and shall receive payment for only that portion of the Work
completed to the satisfaction of GS/OAS up until the date of termination.

19. Contractor certifies that:

a) Neither the Contractor nor any of its senior officers and employees, on the date of the
signing of this Contract, is a relative of any GS/OAS staff member above the P-3 level or of a
representative or delegate to the OAS from an OAS Member State. The term “relative”
includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or
stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, father or
mother-in-law, son or daughter-in-law, brother or sister-in-law.

b) He is not incompetent to enter into this Contract, is not on trial in a criminal court of any of
the member states, and has never been convicted of a felony or of any crime involving
dishonesty, fraud or theft in any member state.

c) Completion of the Work shall not interfere with the completion of work for which he is
responsible under any other contract with GS/OAS.

20. Contractor shall not employ a staff member of GS/OAS or a relative of a staff member as defined
in Paragraph 19 (a) above to perform the Work, nor shall Contractor permit any staff member
of GS/OAS or any relative of the staff member, as defined in that Paragraph, to receive any
personal financial benefit deriving from this Contract or the Contractor’s contractual
relationship with GS/OAS.

21. Contractor shall not assign this Contract or any element thereof, without the prior written

¹ Any such provision must comply with the requirements of CPR Rule 5.13.1 in Executive Order No. 05-04,
consent of GS/OAS.

22. Upon written notice by either Party to the other, any dispute between the Parties arising out of this Contract may be submitted to either the Inter-American Commercial Arbitration Commission or the American Arbitration Association, for final and binding arbitration in accordance with the selected entity’s rules. The law applicable to the Arbitration proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English.

23. Nothing in this Contract constitutes an express or implied waiver by GS/OAS of its privileges and immunities under the laws of the United States of America or international law.

24. This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the GS/OAS.

25. The law applicable to this Contract is the law of the District of Columbia, USA.

26. This Contract, including Appendixes I-IV, constitutes the entire agreement between the Parties, and any representation, inducement, or other statements not expressly contained herein shall not be binding on the Parties and shall have no legal effect.

27. The masculine terms employed in this Contract should be understood to apply to males, females and legal persons; singular pronouns should be understood to apply to the plural, when appropriate.
APPENDIX 4

FORMAT 1

ACCEPTANCE OF THE CONTRACTUAL TERMS AND CONDITIONS STATEMENT

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

Attention: Department of Procurement Services

Subject: BID No. 02/19 - CONSTRUCTION OF A MULTI-PURPOSE TRAINING CENTER AT THE SOUTH CAMP JUVENILE REMAND AND CORRECTIONAL CENTRE IN JAMAICA

I ____________________, representative of ___________________ (Bidder's name), declare that ___________________ (Bidder's name) has read, understood and accepted the Contractual Terms and Conditions as per Appendix 2 of the Request of Proposals of the BID 02/19.

Sincerely,

____________________
Signature of Legal Representative
Name:
APPENDIX 4

FORMAT 2

CONFLICT OF INTEREST STATEMENT

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

Attention: Department of Procurement Services

Subject: BID No. 02/19 - CONSTRUCTION OF A MULTI-PURPOSE TRAINING CENTER AT THE SOUTH CAMP JUVENILE REMAND AND CORRECTIONAL CENTRE IN JAMAICA

I ______________, representative of _______________ (Bidder’s name), declare that _______________ (Bidder’s name) does not fall under the following prohibitions:

a) A staff member of GS/OAS;

b) Any person who has held the post of Secretary General or Assistant Secretary General, or a position of trust unless the contract is approved by the Secretary General or the Chief of Staff of the Secretary General;

c) Any delegate, diplomatic representative, or other government employee of an OAS Member State;

d) Any relative of a GS/OAS staff member above the P-3 level or a relative of any other GS/OAS staff member who has authority to issue the subject contract;

e) Any relative of a representative or delegate of a Member State to the OAS;

f) Any person who has entered into a performance contract terminated by GS/OAS for cause under Chapter 8 of the Performance Contract Rules;

g) Any person employed by an institution that is receiving funds from the GS/OAS as part of a GS/OAS project, except in those cases where the employee is on leave without pay from that institution;

h) Any person who is legally incompetent; any person who is on trial in a criminal court of any OAS Member State; or any person convicted of a serious criminal offense in one of the Member States;

i) Any person who has defaulted on and/or failed to perform satisfactorily an existing or previous performance contract or procurement contract with GS/OAS;
j) Any person who does not have a valid visa to work in the country where the performance contract is to be performed and who cannot obtain one prior to the contract initiation date;

k) Any elected official of an OAS Organ, unless the performance contract is not for or in relation to the organ on which the official serves.

Sincerely,

Signature of Legal Representative
Name: