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BID No. 02/22

REQUEST FOR PROPOSALS

Amendment. No. 1

FOR

**THE PROVISION OF JANITORIAL, SECURITY AND GENERAL SERVICES AT THE FACILITIES OF THE
GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES IN WASHINGTON, D.C.**

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

**GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
DEPARTMENT OF PROCUREMENT SERVICES AND MANAGEMENT OVERSIGHT (DPMO)**

April 20, 2022

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1 BACKGROUND

The Organization of American States (OAS) is a public international organization that brings together the nations of the Western hemisphere to promote democracy, strengthen human rights, foster peace, security and cooperation and advance common interests. For more information about the OAS, please refer to the OAS's web site at www.oas.org.

The Department of General Services (DGS) of the Organization of American States seeks the provision of General Services (Janitorial, Security, Maintenance, Messenger and other General Services at the Facilities of the General Secretariat of the Organization of American States in Washington D.C.

2 OBJECTIVE

The purpose of this Request for Proposals (RFP) is to contract the following services, either jointly or separately, to provide Janitorial, Security and General Services at the facilities of the General Secretariat of the Organization of American States in Washington D.C. Interested bidders can submit offers for one, two or all three services.

a. SERVICE A – JANITORIAL SERVICES

Janitorial Services will be performed at the following GS/OAS facilities located in Washington D.C., 20006, Monday through Friday, from 9:00 a.m. to 5:30 p.m.

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

b. SERVICE B – SECURITY SERVICES

The Security Services will be performed at the following GS/OAS facilities located in Washington D.C., 20006, Monday through Friday, from 9:00 a.m. to 5:30 p.m.

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

c. SERVICE C – GENERAL SERVICES

Maintenance, messenger/chauffeurs and other general services, hereinafter referred to as “General Services” at GS/OAS facilities in Washington, D.C., Monday through Friday, from 9:00 a.m. to 5:30 p.m.

Names and Code	Gross Area	Location
Constitution Avenue Complex (CAC) includes:		
Main Building (MNB) Building Parking lot 17th Street Parking lot C Street Grounds	109,609 Sq.Ft	100 17th Street, NW Entrance on 17th Street, NW Entrance on C Street, NW
Administration Building (ADM) includes:		
Building Parking lot 19th Street Grounds	63,799 Sq.Ft	19 th Street and Constitution Avenue, NW Entrance on 19th Street, NW
Museum (MUS)		
Building	9,606 Sq. Ft	18th Street and Virginia Avenue, NW
Casita (CAS)		
Casita	3,240 Sq.Ft	18th Street and C Street, NW

General Secretariat Building (GSB)		
Building	362,217 Sq.Ft	1889 F Street, NW
Official Residence includes:		
Residence	7,709 Sq.Ft	2944 University Terrace, NW
Annex	1,435 Sq.Ft	2908 University Terrace, NW

3 TERMS OF REFERENCE

SERVICE A – JANITORIAL SERVICES

The Terms of Reference (TORs), appendix and formats of the Janitorial Services at the Facilities of the GS/OAS are outlined in **Annex A** of this RFP, and, therefore, become part of it.

SERVICE B – SECURITY SERVICES

The Terms of Reference (TORs), appendix and formats for the Security Services at the Facilities of the GS/OAS are outlined in **Annex B** of this RFP, and, therefore, become part of it.

SERVICE C – GENERAL SERVICES

The Terms of Reference (TORs), appendix and formats for the “General Services” at the Facilities of the GS/OAS are outlined in **Annex C** of this RFP, and, therefore, become part of it.

4 RFP 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	04/12/2022
Bidder’s Walkthrough	From 04/25/2022 to 04/29/2022
Bidder’s inquiries due	05/09/2022
Response to Bidder’s Inquiries Due	05/16/2022
Proposal Closing Date	05/23/2022
Proposals opening and review	From 05/23/2022 to 05/27/2022
Presentations from Bidders (Optional)	From 05/31/2022 to 06/03/2022
Evaluation Process	From 06/06/2022 to 06/17/2022
Contract Award	June 2022

5 PROPOSAL FORMAT AND CONTENT REQUIREMENTS

Proposals for each of the Services must be structured in four separate documents:

1. Technical Proposal for each of the services offered
2. Pricing for each of the services offered
3. Legal Documentation
4. Financial Documentation

5.1 Technical Proposal

The Technical Proposal shall include the following information/documents:

5.1.1 Documents related to Bidder's Experience

- a) A general description of the background of the bidding firm.
- b) 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, whom it did it for, and any particular methods it used.
- c) 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 fax numbers 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 for verification interviews.

5.1.2 Documents related to the Services Offered

- a) Work Plan that describes in detail the service offered in accordance with the corresponding TORs for each of the Services offered as described in Annex A, Annex B, and Annex C of this RFP.
- b) Offers for **Service A Janitorial Services** must include:
 - Green Cleaning and COVID-19 (or others) disinfecting Plan.
 - Quality Control Plan (QCP).
 - List and description of materials and supplies.
 - List of Equipment.

- c) Offers for **Service B Security Services** must include:
- A declaration of non-involvement in serious crimes included in Annex D "Declaration Forms"
 - Procedures for the filing of complaints and grievances by individuals affected by its service. These procedures should include mechanisms for internal investigation and disciplinary measures. The SG/OAS reserves the right to request these procedures when it deems appropriate.
 - Remission of the records of the weapons and ammunition in the company's possession.
- d) 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.

5.1.3 Documents Related to Contractor's Personnel

- a) Offers for **Service B Security Services** must include a copy of the Curriculum Vitae of the proposed personnel (District Manager, Project Manager, Shift Leaders and Security Guards). The Curriculum Vitae shall describe their education, certifications, qualifications, skills and relevant experience.

5.1.4 Other information

- a) Other documentation and/or information that supports each of the technical evaluation factors as per Section 8.4.1, a) of this RFP.
- b) 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.

5.1.5 Price Proposal

The Bidders shall submit a Price Proposal expressed in US Dollars (US\$), in accordance with the TORs defined for each specific service.

Price Proposal for **Service A Janitorial Services** shall follow ANNEX A. Appendix 3 Format 1.

Price Proposal for **Service B Security Services** shall follow ANNEX B. Appendix 4 Format 1.

Price Proposal for **Service C General Services** shall follow ANNEX C. Appendix 3
A Fixed Price Contract will be signed with the prospective Contractor, therefore Price Proposals shall include all anticipated expenses for rendering the services, including but not limited to, fees, taxes, and other costs associated with cost of executing the activities.

5.1.6 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 for at least ten (10) years.
- 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, where applicable, to perform the assigned duties 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) Acceptance of the Contractual Terms and Conditions Statement. The statement should follow **Format 1 of Annex D**
- h) A disclosure statement of conflict of interest. The statement should follow **Format 2 of Annex D**. 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.

5.1.6 Financial Documentation:

- a) A copy of the Bidder's latest general balance sheet of 2020 or 2021 and copy of the Bidder's latest three (3) audited financial statements, for the years 2019, 2020, or 2021 These financial statements must be signed and/or appropriately certified by the Chief Financial Officer of the Bidder. In addition, the Bidder's DUNS number, only if applicable

5.1.7 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].

6 THE GOVERNING LAW

6.1 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.

6.2 Bidder's Warranties

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

- 6.2.1** Its knowledge and acceptance of RFP and the rules and conditions that governs the bidding process. The bidders understand that they have the right to present an offer for all the Services or a particular one.

- 6.2.2** That it has studied and is thoroughly familiarized with the requirements and specifications of this RFP in its entirety. 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 under the contractual Terms and Conditions.
- 6.2.3** The accuracy and reliability of all information it submits in this procurement process.
- 6.2.4** Its knowledge that its proposal does not create any right in or expectation to a contract with the GS/OAS.
- 6.2.5** 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.
- 6.2.6** That the Bidder 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.
- 6.2.7** Bidder shall be liable for improper or incorrect use of the data collected or information disclosed to Bidder by GS/OAS in connection with its Proposal, and/or in connection with any subsequent contract negotiations between GS/OAS and the Bidder.
- 6.2.8** The data and related information are legal documents and are intended to be used as such.
- 6.2.9** Bidder takes full responsibility for any errors or mistakes with respect to 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 proposal or contract terms based on Bidder's error in the information it has provided with its proposal shall be borne solely by Bidder.

6.3 Submitting a Proposal in a Joint Venture

Any firm may bid independently or in joint venture confirming joint and several liability, either with domestic firms and/or with foreign firms. The GS/OAS does not accept conditions of bidding

which require mandatory joint ventures or other forms of mandatory association between firms. 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

6.4 Registration at the Official GS/OAS Procurement Portal

6.4.1 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>).

6.4.2 Companies interested in receiving updates of the RFP Schedule, requesting clarification and/or bidding will need to register no later than **May 23, 2022** at the Official GS/OAS Procurement Notices/Opportunities Portal (<https://oas.procureware.com/Bids>).

6.4.3 To start the registration process, 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)

6.4.4 Please note that 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.

The screenshot shows the 'Registration' page on the OAS Procurement Portal. The page has a dark blue sidebar on the left with a menu containing 'Home', 'Bids', and 'Activities'. The main content area has a header with the OAS logo and 'OAS Procurement Portal'. Below the header is a 'Registration' section with a blue information box containing instructions: 'Please enter the information below to start the registration process. Hit the "Next" button to submit your entries. You will receive an email message with instructions on how to complete your registration. FOR INDIVIDUALS (non-companies); Please enter your email address in the COMPANY NAME field. You will be able to identify as a non-company after initial registration. IF YOU HAVE PREVIOUSLY REGISTERED: Please log in with your user name and password or contact support for additional information.' Below this is a form with the following fields: 'COMPANY NAME (OR EMAIL FOR NON COMPANIES)', 'TITLE', 'PHONE (INCLUDE AREA CODE)', 'FIRST NAME', 'EMAIL ADDRESS', 'FAX (INCLUDE AREA CODE)', 'LAST NAME', and 'LEGAL ID # (SSN, PASSPORT, EIN, FEDERAL TAX ID)'. Each field has an 'Enter Text' placeholder. A 'Next' button is located at the bottom right of the form. At the bottom of the page, there is a copyright notice: '© 2020 ProcureWare® by Bentley Systems, Inc. All rights reserved. (Version: 2020.8.1.0)'.

Fig 1: Screenshot of the Official GS/OAS Procurement Notices/Opportunities Portal.

Source: <https://oas.procureware.com/Register?s=Setup>

6.5 Walk-through

- 6.5.1** A walk-through of the three buildings (MNB, ADM, AMA) will be organized before the Proposals are due. Prospective Bidders interested in submitting a Proposal must request access to the building through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids>. The walk-through would be conducted with representatives of GS/OAS during the **week of April 25 to April 29, 2022**.
- 6.5.2** Scheduling of an alternate walk-thru date may be considered by the GS/OAS on a case by case basis. Firms that are unable to attend the **April 25 to April 29 2022**, walk-thru date may request an alternate walk-thru date, which the GS/OAS at its sole discretion may grant or deny. The alternate walk-thru date may be requested by email to: OPSBIDSubmittals@oas.org; hchaves@oas.org.
- 6.5.3** The GS/OAS will not consider Proposals from any firm which has not participated in the walk-thru and the pre-bid conference. Failure to inspect the GS/OAS facilities prior to bidding will result in the disqualification of any subsequent Proposal.
- 6.5.4** Attendance to the walk-thru and pre-bid conference is to be confirmed by e-mail to: OPSBIDSubmittals@oas.org; hchaves@oas.org.

6.5.5 The intent of the above-mentioned walk-thru inspection is to provide prospective Bidders with a full understanding and nature of the services required for the GS/OAS. Prospective Bidders will also have the opportunity to discuss the TORs of the service A, B or C and ask questions concerning the scope of the services required.

6.6 Bidder's Inquires

6.6.1 Bidders may submit any inquiry or request for more information and clarification regarding terms of reference in this RFP until **May 09, 2022** through the Official GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids>. Bidder must be registered to ask questions.

6.6.2 Bidder questions must clearly identify the number of the section of the RFP related to the question being asked.

6.6.3 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 **May 16, 2022** where all submitted questions and answers (Q&A) will be available for registered Bidders.

6.7 Proposal Closing Date

6.7.1 Proposals shall be submitted through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids> by **5.30 p.m. EST on May 23, 2022**.

6.7.2 Bidder should not consider their proposal received unless they receive a Bid submission received 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 proposals not received due to email delivery issues

6.8 Request of Clarifications

- 6.8.1** 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. Such requests will be addressed to the point of contact indicated by the Bidders in their Proposal.

- 6.8.2** 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.

- 6.8.3** 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.

6.9 Presentation from Bidders

- 6.9.1** Bidders may be required to give presentations and/or to have interviews (question and answer sessions). In the event that a presentation or interview is required, information given may be considered as part of the Technical Evaluation. The GS/OAS reserves the right to incorporate elements from presentations or interviews, if any, in the final Contract. The presentation or interview shall not encompass Price Proposals.

- 6.9.2** The purpose of the presentations and interview is to validate the information provided by the Bidder in its Proposal and to test the Bidder's understanding of the service that will be performed per the SOW under the prospective Contract, which will be a factor in the overall Technical Evaluation of the Proposals.

- 6.9.3** The GS/OAS will determine the date and time for each Bidder's presentation and interview and provide the necessary instructions.

- 6.9.4** The GS/OAS will not inform Bidders of their strengths, deficiencies or weaknesses during the presentation and interviews. The GS/OAS will not engage in bargaining during the presentations and interviews. The presentations and interviews do not constitute discussions with Bidders.

6.10 Evaluation Process

6.10.1 The evaluation of the Proposal will be performed as a whole, in two (2) phases: Technical Evaluation and Price Evaluation.

6.10.2 Proposals will be admitted for evaluation only if they comply with the mandatory minimums contained in this RFP and its annexes. Once admitted, the GS/OAS shall analyze and rate those Proposals

6.10.3 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.

6.11 Award Criteria

6.11.1 Technical Criteria

- a) **Responsiveness.** Whether the Bidder's Technical Proposal conforms in all material respects to the RFP.
- b) **Financial Capability.** Assesses the financial condition of the Bidder to perform the Contract through the review of the Bidder's financial statements.
- c) **References Check.** The GS/OAS will request performance information from Bidder's previous clients.
- d) **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.
- e) **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.

- f) **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.
- g) **Work Plan.** Assesses the completeness of the Proposal in order to determine technical compliance as per the Terms of Reference detailed on the Appendix 1
- h) **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.

6.11.2 Price Criteria

- a) The Bidder with the lowest evaluated pricing proposal will be awarded the highest points.
- b) 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.

6.11.3 Other Considerations:

Source of Information. 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 being available as public information, and through reference check.

6.12 Right to Cancel the RFP and/or Reject Proposals

- 6.12.1** 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.
- 6.12.2** 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

6.13 Discussions and Negotiations

- 6.13.1** 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.
- 6.13.2** 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.
- 6.13.3** 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).

6.14 Award

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

- 6.14.1** 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 6.11.
- 6.14.2** 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 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.
- 6.14.3** All technical evaluation factors, when combined, have higher level of importance than cost or price.
- 6.14.4** The GS/OAS reserves the right to award the contract to multiple contractors rather than a single contractor.
- 6.14.5** The GS/OAS reserves the right to reject any or all Proposals, and to partially award the Contract, including the award of services on a partial basis
- 6.14.6** 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.
- 6.14.7** During the course of the performance of the contract, the GS/OAS reserves the right to increase or decrease the number of hours of services according to its needs.
- 6.14.8** The GS/OAS will promptly notify the unsuccessful Bidders in written and the awarded company will be posted at the GS/OAS website <http://www.oas.org/OASpage/bid/default.asp>.

7 Contract Terms

The Contract will be drafted by the GS/OAS based on this RFP, the Terms of Reference for each particular service, 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.

Annexes A, B and C of this RFP contains the particular Terms of References and General Contract Terms & Conditions for each service. No changes to the Contracts shall be accepted after the contract award. Once the Contract or Contracts is awarded, the Vendor shall be bound by such Contract or Contracts either as stated herein in the RFP or as mutually modified by the Parties.

Bidders wishing to negotiate modification of a particular Terms of References or Contract Terms & Conditions stated in **Annexes A, B and/or C** of 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). Bidder's failure to identify any such changes in its Proposal will preclude the Bidder from raising 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.

The GS/OAS selection of any Bidder 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 own 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.

8 COVID-19; WAIVER AND RELEASE OF LIABILITY:

The Contractor warrants that its employees, representatives, contractors and agents have health insurance and that such insurance will remain in force throughout the completion of this contract. At GS/OAS' request, Contractor shall provide proof of insurance coverage for its employees, representatives, contractors and agents.

The Contractor, its employees, representatives, contractors, and agents promise to comply with all public health policies and regulations issued by the GS/OAS and local authorities to help limit the risk of exposure to COVID-19 and its spread. The Contractor understands that the COVID-19 virus is extremely contagious and that compliance with such measures do not entirely eliminate the risk of contracting COVID-19 during the execution of this Contract.

The Contractor declares that it has consulted with a qualified physician about the risks that providing the contracted services may present to the health of its employees, representatives, contractors, and

agents, including the risk of contracting the COVID-19 virus, and the possible consequences that this could pose to their health, physical well-being, and life.

The Contractor also declares that it has decided to voluntarily accept the GS/OAS' offer to provide the services specified under the terms of this Contract, and fully understands the risks that this decision entails to the health, physical well-being, and life of its employees, representatives, contractors, and agents. Therefore, the Contractor absolves the OAS, the GS/OAS, and its employees, agents, and contractors of any and all liability for injuries, damages, and any other loss that it and its employees, representatives, contractors, and agents may suffer as a result of the provision of services under the terms of this Contract.

9 WARRANTY AGAINST HUMAN TRAFFICKING:

The Bidder warrants that neither it, its parent entities nor subsidiaries or affiliated entities (if any) is engaged in any practice inconsistent with international human rights laws and standards that prevent child labor, sexual exploitation and trafficking in human beings. Contractor shall take all appropriate measures to prevent its personnel from engaging in sexual exploitation, child labor and trafficking in human beings.

10 GENERAL PROVISIONS

10.1 Language

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

10.3 Privileges and Immunities

10.2.1 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.

10.2.2 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.

10.3 Confidentiality and Privacy

10.3.1 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.

10.3.2 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.

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

11 ATTACHMENTS

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

Annex A: Terms of Reference Service A Janitorial Services at the Facilities of the GS/OAS

Appendix 1 Service Requirements

- Night Cleaning
- Day Cleaning
- Window Cleaning

Appendix 2 Sample Janitorial Services Contract

Appendix 3 Formats

- Format 1 - Cost Elements

Annex B: Terms of Reference Service B Security Services at the Facilities of the GS/OAS

- Appendix 1: Shift Schedules by Building
- Appendix 2: Schedules and Duties by Building
- Appendix 3: Security Guard Services Contract
- Appendix 4: Formats
 - Format 1 Price Proposal

Annex C: Terms of Reference Service C the “General Services” at the Facilities of the GS/OAS

- Appendix 1: Summary of Duties, Schedules and Building Assignments
- Appendix 2: Maintenance, Messenger and Other General Services Contract
- Appendix 3: Formats
 - Format 1 Price Proposal
- Appendix 4: Price Proposal-Cost Elements (See Excel Spreadsheet attached)
 - Worksheet 1 Cost Elements A-Q
 - Worksheet 2 Insurance and Statutory Cost
 - Worksheet 3 Overtime Rate for Special Events
 - Worksheet 4 Summary Contract Cost Breakdown

Annex D: Declaration formats (Applicable for all of the Services)

- Format 1 Acceptance of the Contractual Terms and Conditions Statement for each of the 3 Services
- Format 2 Conflict of Interest Statement
- Format 3 Compliance with all U.S. Employment and Labors Laws Statement
- Format 4: Commercial References for each of the Services being offered