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BID No. 07/22

REQUEST FOR PROPOSALS

FOR

**ANNUAL AUDIT OF GS/OAS ACCOUNTS AND FINANCIAL STATEMENTS
FOR THE YEARS ENDING DECEMBER 31, 2022 - 2024**

**DEPARTMENT OF FINANCIAL SERVICES (DFS)
SECRETARIAT FOR ADMINISTRATION AND FINANCE (SAF)**

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

July 21st, 2022

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1. OVERVIEW

The General Secretariat of the Organization of American States (GS/OAS) is a public international organization with headquarters in Washington, D.C., USA. GS/OAS' Department of Procurement Services and Management Oversight (DPMO) on behalf of GS/OAS' Department of Financial Services (DFS), is soliciting price proposals from qualified consulting firms to conduct the audit of GS/OAS accounts and comparative financial statements for the years ending on December 31st, 2022, 2023, and 2024, as per the Terms of Reference attached hereto (see Appendix I) for three (3) years with an option to renew for an additional three (3) years.

2. BACKGROUND AND GENERAL INFORMATION

2.1. Introduction

The Organization of American States (OAS or Organization) is a public, international organization. Membership is limited to the countries of the Americas. Its primary purposes are to preserve peace and security, eliminate extreme poverty, and promote representative democracy and integral development in the Americas through cooperative action. Organized under an international treaty called the Charter of the OAS (the Charter), its roots date from 1889.¹ It is the oldest political and international organization in the world.

The OAS has thirty-five Member States. They include Antigua and Barbuda, Argentina, The Bahamas (Commonwealth of), Barbados, Belize, Bolivia, Brazil, Canada, Chile, Colombia, Costa Rica, Cuba, Dominica (Commonwealth of), Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Saint Kitts and Nevis, Saint Lucia, Saint Vincent and the Grenadines, Suriname, Trinidad and Tobago, United States, Uruguay, and Venezuela. The present Government of Cuba was excluded from participation by a decision of the Eighth Meeting of Consultation of Ministers of Foreign Affairs in 1962. Notwithstanding that decision ceased to have effect with the approval of resolution AG/RES. 2438 (XXXIX-O/09) by the General Assembly.² Each Member State has recognized the legal personality of the Organization and has extended its privileges and immunities similar to those enjoyed by the United Nations by way of agreement or national legislation. There are also sixty-eight OAS Permanent Observers, which are non-member states.

¹ The Charter was approved at the Ninth International American Conference in 1948. Since then, the Charter has been modified four times: 1967, 1985, 1992, and 1993.

² According to that resolution, the participation of Cuba in the OAS will be the result of a process of dialogue initiated at the request of the Government of Cuba, and in accordance with the practices, purposes, and principles of the OAS.

The OAS accomplishes its purposes through: the General Assembly; the Meeting of Consultation of Ministers of Foreign Affairs; the Councils (the Permanent Council and the Inter-American Council for Integral Development); the Inter-American Juridical Committee; the Inter-American Commission on Human Rights; the General Secretariat; the specialized conferences; the specialized Organizations; and, other entities established by the General Assembly.

The General Assembly holds regular sessions once a year. Under special circumstances, it meets in a special session. The Meeting of Consultation is convened to consider urgent matters of common interest and to serve as the Organ of Consultation under the Inter-American Treaty of Reciprocal Assistance (Rio Treaty), the main instrument for joint action in the event of aggression. The Permanent Council takes cognizance of such matters as are entrusted by the General Assembly or the Meeting of Consultation and implements the decisions of both organs when their implementation has not been assigned to any other body. It monitors the maintenance of friendly relations among the Member States and the observance of the standards governing General Secretariat operations and also acts provisionally as an Organ of Consultation under the Rio Treaty. The General Secretariat is the central and permanent organ of the OAS. The headquarters of both the Permanent Council and the General Secretariat is in Washington, D.C.³

2.2. Accounting Policies and Procedures

The GS/OAS accounting basis is described in the General Standards to Govern the Operations of the General Secretariat⁴ and in the GS/OAS and the Budgetary and Financial Rules.⁵

As for the Secretariat for Administration and Finance (SAF), written procedure manuals are available for accounting transactions recorded in Oracle Financials and HRMS⁶ covering accounts receivable, accounts payables, general ledger, purchasing, fixed assets, payroll, and reporting (see Annex 3).

The Inter-American Defense Board (IADB) has its financial transactions, accounting system, and procedure manuals.⁷

2.2.1. Accounting System

The GS/OAS Budgetary and Financial Rules provide the basis for the accounting principles applied in the preparation of financial statements. These rules were

³ Please refer to Annex 1 for further information about the Organization.

⁴ See <http://www.oas.org/legal/english/Standards/GenStIndex.htm>

⁵ See <http://www.oas.org/legal/english/admmem/BudgetaryandFinancialRulesrev7memoad103.doc>

⁶ Please refer to **Annex 3** for a brief description of Oracle Financials and HRMS, system documentation, hardware description, operating system, and other relevant software packages.

⁷ See https://docs.google.com/file/d/0Bx8yHQ_oK0EwVjBobjVSZV84ak0/edit?usp=drive_web

adopted to meet budgetary and other requirements of the OAS, and as such, result in accounting principles and a financial statement display, which vary, in certain material aspects from an accrual basis of accounting.

Main deviations from accrual basis accounting

- The GS/OAS utilizes a cash-basis approach in determining when to recognize and record revenue and expenses in its financial records. Contributions from the Member States and other interested parties for specific purposes are realized at the time of collection. In the same manner, expenses are recorded in the accounting period when bills are paid.
- Obligations in certain funds include amounts related to commitments to disburse monies for the procurement of goods or services in future periods. Such amounts represent liabilities to third parties at the end of the respective periods and are anticipated to be expended in the subsequent year in the completion of a particular program or activity.
- The General Assembly of the OAS adopts a consolidated program budget, which includes the budgets for the Regular Fund. Certain administrative costs benefiting all funds are included in the budget of the Regular Fund. Instead of allocating these costs to various funds on a services-rendered basis, the General Assembly has provided that the other funds, including those related to Specific Fund Agreements, contribute to Indirect Cost Recovery (ICR).
- Contributions from the Member States and other interested parties in the form of the use of facilities and services are received by certain activities administered by the General Secretariat. No amounts are recorded in the accompanying financial statements relating to the use of such facilities or services in as much as the General Secretariat currently does not have an objective procedure to value these amounts.

2.2.2. Records

Although GS/OAS is geographically a large institution covering diverse languages and cultures, most of the responsibilities for financial operations are centrally managed from Headquarters in Washington, D.C. Four languages (English, Spanish, French and Portuguese) are commonly used.

However, for financial operations, most records are in either English or Spanish and generally simultaneously in both languages. French and Portuguese may be encountered for a small portion of activities primarily at the national project level in Haiti and Brazil and the Offices of the General Secretariat in those countries.

Accounting records are located as previously indicated, many in electronic form.

2.3. Internal Audit Program

The activities of the GS/OAS Office of the Inspector General (OIG) are coordinated with those of the Audit Committee and any independent audit firm the Committee may designate to conduct audits. The staff of the OIG is also required to work with the audit firm contracted by the Audit Committee when so directed by the Inspector General (IG).

The IG provides the Secretary General with reports on the audits, investigations, and inspections he conducts. These reports are also available to the Permanent Council, which shall take such measures of confidentiality, as it deems necessary.

2.4. Prior Audits

The firm BDO USA, LLP BDO USA conducted the audit for the year 2021 (since 2016) for the following entities:

- GS/OAS Regular fund, Specific Funds, Service Accounts, and OAS Development Cooperation Fund
- Leo S. Rowe Funds (Pan-American and Memorial)
- OAS Medical Benefits Trust Fund
- Trust for the Americas
- IADB

The firm Ernst & Young also conducted the audit for the year 2015 for the OAS Retirement and Pension Fund.

The General Secretariat prepared the financial statements for the audits, including the footnotes, and provided comprehensive working papers documenting statement amounts, as it has done in all prior years.

In the year 2021, all auditors' reports on the OAS funds were unqualified.

Prior years' audit reports can be found online on the OAS web page.⁸

2.5. Availability of OAS information and staff assistance

The staff of the DFS under SAF will provide financial statements, related work papers, supporting documentation, confirmation requests, and audit schedules as required.

⁸ For the year ending December 31, 2015 and prior years

http://www.oas.org/en/saf/accountability/external_audit.asp (English version) and

http://www.oas.org/es/saf/rendicion_cuentas/auditoria_externa.asp **Error! Hyperlink reference not valid.** (Spanish version)

For the year ending December 31, 2010 - <http://scm.oas.org/pdfs/2011/CP26200E.pdf> (English version) and

<http://scm.oas.org/pdfs/2011/CP26200S.pdf> (Spanish version).

Representatives from various departments will also provide documentation as needed. The staff of the IADB and the Trust for the Americas will be available to meet similar requirements.

OIG reports are available and when requested, the IG and/or the OIG staff are available to discuss internal control issues and audit findings with the auditing firm.

Data processing equipment and generalized user software are available for auditing purposes.

Legal counsel is available through the Department of Legal Services (DLS) of the GS/OAS. Questions regarding the legal authorities, norms, and rules of the OAS and GS/OAS may be directed to DLS.

GS/OAS will make available work areas at the office building located at 1889 F Street N.W., in Washington, D.C.

3. OBJECTIVE

3.1. The objective of this RFP is to select a consulting firm to audit the financial statements of the GS/OAS and its related entities for three fiscal years from December 31, 2022, through December 31, 2024, following the Terms of Reference set forth herein, and to:

- Express opinions on whether the financial statements of the different GS/OAS funds and entities have been prepared under their respective accounting basis and whether these financial statements are free of material misstatement. The financial statements and notes of the GS/OAS must be reviewed in English (original) and Spanish (translated) languages.
- Submit audit opinions in English and Spanish for each GS/OAS entity as specified in Section III of Appendix 1 of this RFP.

3.2. 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.

4. TERMS OF REFERENCE

The Terms of Reference (ToRs) for the Annual Audit of GS/OAS Accounts and Financial Statements for the years ending December 31, 2022 - 2024 are outlined in Appendix 1 of this RFP and, therefore, become part of it.

5. THE RFP PROCESS

5.1. Governing Law

This RFP process is regulated by:

- a) The contents and terms of 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 apply to this process.

5.2. Bidder's Warranties

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

- 5.2.1. Its knowledge and acceptance of RFP and the rules and conditions govern the bidding process.
- 5.2.2. 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 Annexes, with all current equipment, labor, material, market conditions, shipping, and applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations outlined in Annex B Contractual Terms & Conditions.
- 5.2.3. The accuracy and reliability of all information it submits in this procurement process.
- 5.2.4. Its knowledge that its Proposal does not create any right in or expectation to a contract with the GS/OAS.
- 5.2.5. That the Bidder shall bear any and/or all costs or expenses associated with or incurred in the formulation or development of a Proposal in response to this RFP.
- 5.2.6. 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 contract terms, or because of any information which is known or should have been known to the Bidder.

- 5.2.7. 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.
- 5.2.8. The GS/OAS data and related information that is disclosed to the Bidder by GS/OAS are legal documents and are intended to be used only in connection with the Bidder's Proposal or in connection with any contract negotiations between GS/OAS and the Bidder.
- 5.2.9. The 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.

5.3. Submitting a Proposal in a Joint Venture

Any firm may bid independently or in a joint venture confirming joint and several liabilities, 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.

5.4. Registration at the Official GS/OAS Procurement Portal

- 5.4.1. Registration at the Official GS/OAS Procurement Portal.
- 5.4.2. The GS/OAS will post this RFP and its appendices 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>).
- 5.4.3. Companies interested in receiving updates of the RFP Schedule, requesting clarification, and/or bidding will need to register at the Official GS/OAS Procurement Notices/Opportunities Portal (<https://oas.procurement.com/Bids>) as a vendor.
- 5.4.4. 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)

5.4.5. 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 includes a navigation menu on the left with 'Home', 'Bids', and 'Activities'. The main content area features a registration form with the following fields: COMPANY NAME (OR EMAIL FOR NON-COMPANIES), FIRST NAME, LAST NAME, TITLE, EMAIL ADDRESS, LEGAL ID # (SSN, PASSPORT, EIN, FEDERAL TAX ID), PHONE (INCLUDE AREA CODE), and FAX (INCLUDE AREA CODE). A 'Next' button is positioned at the bottom right of the form. A blue banner at the top of the form area contains 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.'

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

5.5. Bidders' Inquiries

- 5.5.1.** Bidders may submit any inquiry or request for more information and clarification regarding TORs in this RFP until **July 28th, 2022**, through the Official GS/OAS Procurement Notices/Opportunities Portal at: <https://oas.procureware.com/Bids>. The Bidder must be registered to ask questions.
- 5.5.2.** Bidder questions must identify the number of sections of the RFP related to the question being asked.
- 5.5.3.** The responses to these requests will be sent through the Official GS/OAS Procurement Notices/Opportunities Portal directly to the email that the Bidder registered with, on or before **August 4th, 2022**, where all submitted questions and answers (Q&A) will be available for registered Bidders.

6. PROPOSAL SUBMISSION

6.1. Required Documents and Formats in the Proposals

- a) Proposals shall be submitted through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids> no later than 11:59 pm EST on **August 18th, 2022**. Bidders need to be registered to submit proposals. Bidder's failure to submit a proposal by the deadline will cause the proposal to be disqualified.
- b) Bidders 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.

6.1.1. Proposal response format

6.1.1.1. Letter of transmittal.

- a) Briefly state your understanding of the work to be done and make a positive commitment to perform the work by the required deadline.
- b) State if your technical Proposal meet's the RFP's technical specifications and assess the completeness of the Proposal in order to determine the technical compliance as per the ToR detailed in Annex A.
- c) Briefly state specific reasons why your firm should be selected by GS/OAS to conduct the OAS audits. Describe how GS/OAS would benefit by selecting your firm over other firms.
- d) Include a statement that your firm is independent to perform the audit, as defined in the Government Auditing Standards, 2011 revision, published by the Government Accountability Office (GAO) Chapter 3 – General Standards: Independence. Describe any existing contractual relationships with GS/OAS, if any.
- e) Provide the names of the persons who will be authorized by your firm to make representations on your firm's behalf, their titles, addresses, and telephone numbers.
- f) State that the person signing the letter of transmittal is authorized to bind the Bidder.
- g) The letter shall be no more than three pages in length.

6.1.1.2. Table of contents.

- a) List the contents or material included in the Proposal by section and by page number.

6.1.1.3. Firm capability.

- a) State the auditing firm's size and whether it is local, regional, national, or international in operations. Describe the firm's domestic and international presence, including office locations and professional personnel in the Caribbean and North, South, and Central America.
- b) Indicate the location of the office from which the work is to be done, and the number and level of experience of the professional staff that is employed at that office.
- c) Describe the range of activities performed by the firm's local office such as auditing, accounting, tax, and management services.
- d) State the Bidder's staff capability to audit computerized systems, including the number and classifications of personnel skilled in computer sciences who will work on the audit, if required.
- e) Include a positive statement that the following mandatory criteria are satisfied:
 - 1. An affirmation that the Bidder is properly licensed for practice as a certified public accountant.
 - 2. An affirmation that the Bidder meets the independence requirements of Government Auditing Standards, 2011 revision, published by the GAO.
 - 3. An affirmation that the Bidder does not have a record of substandard audit work.
 - 4. An affirmation that the Bidder meets all specific requirements imposed by state or local law or rules and regulations.

6.1.1.4. Summary of the Bidder's qualifications.

- a) Identify the partner(s) managers and field supervisors and other staff who will be responsible for working on the audit, including staff not based in the local office. Resumes, which shall include all relevant experience and continuing education, must be enclosed for the auditor in charge and ultimately the individual responsible for contract performance. The resumes

may be included as an Appendix.

- b) Describe recent local and regional office auditing experiences similar to the type of audit requested here and provide the names and telephone numbers of client officials responsible for five of the audits listed.
- c) Clients – Provide a list of international organizations or institutions and major government and nonprofit organizations served from your Washington, D.C. office.
- d) Describe your firm’s policies on notifications of changes in key personnel, both within the audit period and from year to year.
- e) Fluency in Spanish – State whether the staffing of the assignment under the contract will include individuals fluent in Spanish, and if so, provide their names, title, and Spanish-speaking competency. Some of the supporting documentation such as invoices or descriptions are written in Spanish.

6.1.1.5. Bidder’s approach to the audits.

- a) Submit a Work Plan to accomplish the scope defined above of the deliverables described in the Technical Specifications in Attachment I, hereto. The Work Plan should include time estimates for each significant segment of the work and the staff level to be assigned. Where possible, individual staff members should be named, and their titles provided. The planned use of specialists should be specified.
- b) State your firm’s understanding of GS/OAS Operations – State how your firm would undertake to develop, in the first year under the contract, an understanding of GS/OAS operations and activities.
- c) State your firm’s Principal Areas of Audit Emphasis – Your firm’s expected principal areas of audit emphasis, including the identification of the most critical or risk areas.
- d) Provide a statement regarding the GS/OAS Office of Inspector General – A description of how and to what extent coordination and reliance could be placed on the Inspector General staff of the GS/OAS.
- e) Explain Financial Statement Auditors’ Reports in Spanish – Describe your firm’s procedure relating to the review of documentation and ultimate publication of auditors’ reports in Spanish as well as in English.

6.1.1.6. Fees.

- a) Provide a fee estimate of hours and rates by GS/OAS audit entity and level of personnel (partner, manager, senior, and junior) which include all costs for the initial 2022 audit, and each of the two successive annual audits. Also, state, if the hourly rates quoted, apply to other audit work which GS/OAS may require or provide those rates, if different. Fees should be presented in coordination with the requirements listed in Section 11 of Appendix 1 - Method of Payment.
- b) Hours, Fees, and Expenses – Provide an estimate of recurring and first-year nonrecurring hours that would be incurred and the fees and expenses which would be billed.

6.1.2. Content of the Technical Proposal

The Technical Proposal shall include the following information/documents:

Documents related to Contractor's Experience

- a) A general description of the background of the Bidder.
- 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 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. For this purpose, please use Format 3 of Appendix 3.

Documents related to Contractor's Principal Consultant

- d) *Curriculum Vitae* of the Principal Consultant proposed by the Bidder Company, which shall show that the minimum requirements provided by the TORs are met (See Appendix 1).

Documents related to the Service Offered

- e) Work Plan with an indication of the methodology, deliverables, activities to be developed, and an estimated timeline for delivery of the requested services, following the TORs.

Other information

- f) Information of Bidder's point(s) of contact. Provide the name, position, telephone number, email, and fax of the person or persons serving as coordinator or focal point of information of the Bidders concerning this bidding process.
- g) Other documentation and/or information that supports each of the technical evaluation factors as per Section 7.4.1, a) of this RFP.

6.1.3. Content of the Price Proposal

- a) The Price Proposal shall be the total cost offered by the Bidder for the Annual Audit of GS/OAS Accounts and Financial statements for the years ending December 31, 2022 – 2024; which shall be expressed in US Dollars (US\$), in numbers and breakdown by the funds that received an opinion and cost per year.
- b) The GS/OAS will sign a Fixed Price Contract with the prospective Contractor; therefore, Price Proposals shall include all anticipated expenses for delivering the consultancy, including but not limited to fees, travel (airfare, hotel, per diem), and any other costs associated with executing the activities. Accordingly, the GS/OAS will not accept or pay for additional charges that the prospective Contractor may later incur in billable hours or other expenses under this Fixed Price Contract.
- c) Price proposals are expected to follow the requirements of Paragraph 3.1 of Appendix 1.

6.1.4. Legal Documentation

- a) A copy of the Bidder's certificate of incorporation issued by the competent authority of its country.
- 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 W-9 Form for US Companies and the Employer Identification Number for companies outside of the US.
- e) A copy of the Bidder's latest general balance sheet for 2020 or 2021; and a 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.

- f) A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.
- g) A statement where Bidder acknowledges that he or she has read and understood the Contractual Terms and Conditions as per Appendix 2 of this RFP. The statement should follow Format 1 of Appendix 3. If the Bidder does not agree with any of the Contractual Terms and Conditions of GS/OAS, he or she should expressly indicate so in its Proposal, offer alternative language, and present the rationale of its proposal.

A disclosure statement of conflict of interest. The statement should follow Format 2 of Appendix 3. In the event of the Bidder intends to subcontract or perform the contract in a joint venture, such statement shall be also provided by the subcontractors and by each member of the joint venture.

6.1.5. 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 through the Official GS/OAS Procurement Notices/Opportunities Portal directly to the email that Bidders provided when they registered.

Activities	Dates
Request for Proposals and Invitations Released	July 21 st , 2022
Bidder's inquiries are due	July 28 th , 2022
Response to Bidder's Inquiries due	August 4 th , 2022
Deadline for Bidder's Registration and Proposal Submission	August 18th, 2022
Proposals opening and preliminary evaluation	August 19 th – September 1 st , 2022
Presentations from Bidders (if required)	September 2 nd – 8 th , 2022
Evaluation Process	September 12 th – October 10 th , 2022
Contract Award	October – November

6.2. Presentation from Bidders

- 6.2.1. Bidders may be required to conduct presentations and/or interviews (question and answer sessions). If a presentation or interview is required, the information

provided shall form part of the Technical Evaluation of the Proposals. The GS/OAS reserves the right to incorporate elements from presentations or interviews, if any, in the final Contract. The presentation and interview process shall not include Price Proposals, which the GS/OAS shall initially consider as provided by Bidders and may or may not form part of the negotiation process that is described in Section 7.5.

- 6.2.2.** The purpose of the presentations and interviews 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 Scope of Work (SOW) under the prospective Contract.
- 6.2.3.** The GS/OAS will determine the date and time for each Bidder's presentation and interview and provide the necessary instructions.
- 6.2.4.** 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.

6.3. Closing Date for Receipt of Proposals

- 6.3.1.** Electronic proposals must be received by the GS/OAS no later than 11:59 p.m. EST, on August 18th, 2022.
- 6.3.2.** Proposals submitted after the deadline will not be considered.

6.4. Limited Use of Data

If the Proposal includes data that the Bidder does not want to disclose to the public for any purpose or data that the Bidder authorizes the GS/OAS to use for evaluation purposes only, 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.** To enhance the GS/OAS's 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 an explanation, substantiation, or clarification of certain aspects of its Proposal.
- 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 Proposal.
- 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.
- 7.1.4.** Inquiries 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. Once admitted, the CAC shall analyze and rate those Proposals using the evaluation factors outlined in Section 7.4. Once admitted, the GS/OAS will review, evaluate, and compare Proposals and assign the Technical Evaluation and Price Evaluation the following approximate weight:

EVALUATION CRITERIA	POINTS
Technical Evaluation Weight	70
Price Proposal Evaluation Weight	30

7.3. Award Criteria

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

7.3.2. Technical Criteria:

- a) *Relevant Experience:* Bidder's relevant experience and past performance will be evaluated based on past or current efforts similar or relevant to this Project.
- b) *Work Plan and Methodology:* Assesses the work methodology, as well as the tools and procedures presented by the Bidder to achieve the objectives of this consultancy.
- c) *Experience and Qualification of the Principal Consultant:* The evaluation may be performed by an individual consultant or an evaluation team. The Principal Consultant or Coordinator of an evaluation team shall have at least 10 years of experience in auditing accounts and financial statements for multilateral organizations in the region; and written and spoken professional fluency in English and preferably in Spanish too.
- d) *References Check:* The GS/OAS will request performance information from Bidder's previous clients.
- e) *Financial Capability:* Assesses the financial condition of the Bidder to perform the Contract through the review of the Bidder's financial statements.

7.3.3. Discussions and Negotiations

Before awarding the Contract, the GS/OAS may choose to negotiate some of 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 their initial Proposal. The CAC shall analyze and rate those BAFOs using the evaluation factors outlined in Section 7.4 of this RFP.

8. AWARD

8.1. The trade-off 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 that offers the best value

to the GS/OAS. Therefore, the GS/OAS reserves the right to consider awarding the Contract 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.** The Contractor selected shall be liable for improper or incorrect use of the data collected or information disclosed by GS/OAS in connection with the Contractor's 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.** The Contractor takes full responsibility for any errors or mistakes concerning its Proposal. The 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 the proposal or contract terms based on the Contractor's error in the information it has provided with its proposal shall be borne solely by the 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 the 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 Contractor is not entitled to any of the exemptions, privileges, or immunities, that the GS/OAS may enjoy arising from GS/OAS's status as a public international organization.

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

- 9.3.1.** The Contractor shall fully indemnify and hold harmless the OAS, 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 deliberately wrongful acts concerning the Contract, and (ii) worker compensation claims and actions presented by Contractor's employees and agents.
- 9.3.2.** GS/OAS shall notify the Contractor as soon as reasonably practicable after any claim covered by this Section 9.3 is made against it or, concerning 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.** The Contractor is liable to GS/OAS and shall indemnify GS/OAS for losses to GS/OAS' property sustained through any acts committed by the 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 9.3 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. Confidentiality and Privacy

- 9.4.1.** 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 the 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.

9.4.2. In addition, information that a party considers 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 proprietary or confidential information.

9.4.3. Period of confidentiality: The obligations stated in Section 9.4.1, above, shall continue, notwithstanding the expiration or termination of this Contract.

9.5. Due Diligence and Information on the Contract

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

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

9.6. Insurance

9.6.1. For the duration of the Contract, the 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. The Contractor is required to carry insurance with limits equal to or greater than those outlined in the table below:

Commercial General Liability	USD 1,000,000 Personal/Bodily Injury.
	USD 1,000,000 Each Occurrence.
	USD 2,000,000 Products/Completed Operations Aggregate.
	USD 2,000,000 General Aggregate, per premises aggregate.
Business Automobile	USD 1,000,000 Each Accident.

Worker's Compensation	Statutory Limits or USD 500,000, whichever is greater, based on the benefits levels of the deemed state of hire.
Employer's Liability	USD 1,000,000 Bodily Injury by Accident Per Employee.
	USD 1,000,000 Bodily Injury by Disease Per Employee.
	USD 1,000,000 Bodily Injury by Disease Policy Limit.
Umbrella/Excess Liability	USD 5,000,000 Each Occurrence.
	USD 5,000,000 Aggregate, per Project.

- 9.6.2.** 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.
- 9.6.3.** Should any of the above-described insurance policies be canceled 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.
- 9.6.4.** The Contractor shall require all subcontractors to have insurance having the same or similar coverage as that specified above in Section 9.6.1. The Contractor is required to provide GS/OAS with proof of those insurance policies on request.
- 9.6.5.** The Contractor's liability insurance shall include insurance coverage sufficient to meet the Contractor's obligations under Section 9.6.1, above.

9.7. Key Personnel

- 9.7.1.** The personnel listed in the Contractor's Proposal are considered essential to the work being performed under this Contract. Before removing, replacing, or diverting any of the specified personnel, the Contractor shall: (1) notify the GS/OAS reasonably in advance, and (2) submit justification (including proposed substitutions) in sufficient detail to permit GS/OAS evaluation of the impact on this Contract.
- 9.7.2.** The Contractor shall make no diversion without the GS/OAS' written consent; provided, that the GS/OAS may ratify in writing the proposed change, and that ratification shall constitute the GS/OAS' consent required by this clause.

9.8. Other Contractual Terms and Conditions

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

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

10. APPENDIXES

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

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