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BID N° 11/24

REQUEST FOR PROPOSALS

FOR

GS/OAS HEALTH PLAN CONSULTING SERVICES

DEPARTMENT OF HUMAN RESOURCES (DHR)

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

January 6th, 2025

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1. GENERAL INFORMATION

The Organization of American States (OAS) is a public international organization, with headquarters at 1889 F. St. N.W., Washington, D.C. 20006. The OAS brings together 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 website at www.oas.org.

2. OBJECTIVE

The General Secretariat of the Organization of American States (hereinafter referred to as the 'GS/OAS') is requesting proposals from qualified independent contractors (the Contractor) to provide ongoing program performance monitoring and, as needed, consulting advice on various components of the GS/OAS employee Health Plan (hereinafter the 'Health Plan'). In addition, the Contractor will support the GS/OAS in conducting a Request for Proposals (RFP) during 2025, for the selection of a third-party administrator for the GS/OAS self-insured Health Plan, with an implementation date of January 1, 2026. Furthermore, the contractor will perform a valuation for postretirement health and life insurance benefits as of December 31st, 2024, for the current plan design and measure the size of the GS/OAS liability and expected future payments to current and future retirees for health and life insurance benefits.

Interest bidders are welcome to submit offers for one, two, or all the three requested services (Part I, Part II, and Part III) as each component can be managed with a separate contract.

The Contractor shall provide to the GS/OAS areas responsible for monitoring the Health Plan the following services:

PART I: Ongoing consulting and annual monitoring of the GS/OAS Health Plan (the selected firm will analyze the plan's 2024 results and offer continuous consulting support throughout 2025, 2026, and 2027)

It is estimated that this portion of the contract will cover three years, from March 1 2025 to February 28, 2028.

1. Review and monitor the Health Plan claims [experience];
2. Analyze and compare income and expense trends;
3. Analyze the Health Plan financials and budget;
4. Recommend levels to be set for insurance premium contributions;
5. Analyze the renewal proposals presented by the OAS' Third-Party Administrators (TPAs) and assist with contract renewal negotiations.
6. Analyze Stop Loss thresholds and make recommendations for adjustments if required;
7. Compare Stop Loss reinsurance contracting versus self-insurance modalities and make recommendations as to which is optimal for the GS/OAS needs.
8. Review the Pharmacy Benefits Administrator contract and make recommendations for improvements;
9. Assist GS/OAS in making the case for recommended changes to employee's benefits and salary-based contributions if necessary;
10. Evaluate the impact of potentially offering additional medical plan offerings or choices to employees and present recommendations;
11. Identify programs with a high Return of Investment (ROI) in coordination with the GS/OAS wellness liaison (DHR Contact);
12. Provide guidance and implementation support on Wellness and Population Health Management programs including Outcomes Based Plan offerings; and
13. Help design a comprehensive and effective communication program.
14. Study the feasibility of implementing waiver bonuses to encourage or require dependents of employees to utilize other available coverage options or offering employees who choose not to enroll in the organization's healthcare plan(s).
15. The GS/OAS (together with the contractor) will need to consult with the Committee on Administrative and Budgetary Affairs (CAAP) to review and report on the health insurance plan design, eligibility adjustments for future retirees, plan choices, rate differentials, employee contributions, and strategies for member health improvement. Additionally, support the GS/OAS in developing an implementation timeline to be submitted to the CAAP with these recommendations by March 31, 2025.

PART II: Request for Proposals for Third-Party Healthcare Plan Administrator

It is estimated that this portion of the contract will cover one year, from March 01, 2025, to February 28, 2026

Support throughout the Request for Proposal (RFP) process for selecting a third-party administrator (TPA) for the GS/OAS self-insured health plan. This collaboration is critical to securing a TPA that can efficiently manage the GS/OAS's health plan, ensuring high-quality services for its staff members and retirees. The activities include:

1. Conduct RFP planning meetings.
2. Preparing the Terms of Reference (TORs) for the RFP for the Health Plan Administrator by March 17, 2025.
3. Since GS/OAS must submit the draft Terms of Reference to the CAAP before March 31, 2025, there will be CAAP meetings that the contractor and DHR will need to attend. These meetings will involve presenting the RFP Terms of Reference, and other reports, and addressing questions from member states, whether via email, virtual meetings, or in-person at CAAP meetings in Washington D.C.
4. Disseminating the RFP for the Health Plan Administrator contract.
5. Responding to vendor questions.
6. Evaluating proposals received in response to the RFP for the Health Plan Administrator contract.
7. Selecting semi-finalists.
8. Conducting semi-finalist interviews and negotiations.
9. Engaging in discussions and final recommendations.
10. Finalizing negotiations with the successful bidder.
11. Support in overseeing the Implementation.

PART III: Actuarial valuation for postretirement health and life insurance benefits as of December 31, 2024

It is estimated that this portion of the contract will cover four months, from March 01, 2025 to June 30, 2025

The Contractor will perform a valuation for postretirement health and life insurance benefits as of December 31, 2024, for the current plan design and measure the size of the GS/OAS liability and expected future payments to current and future retirees for health and life insurance benefits. The Contractor agrees to provide the services described below:

1. An actuarial valuation of the Organization of American States' postretirement benefits program conforming to applicable actuarial standards of practice. The estimated date when results are expected to be received is March 7, 2024, with possible extension to March 21st, 2025.
2. Confirmation and documentation of current postretirement benefit plan provisions.
3. Review of member data for reasonableness.
4. Development of underlying per capita benefit costs.
5. Assistance with economic and demographic assumption setting.
6. Preparation of report detailing valuation results, including total present value of future benefits payments, health care cost trend assumption sensitivity, and projected benefits payments.
7. In addition to the actuarial valuation following accounting standards, the study should present a few simple scenarios based on different assumptions, (e.g., the discount rate or the assumed inflation in medical costs). The objective is to provide

the GS/OAS with a broader perspective on the range of results that may be expected in the unpredictable world. Two pessimistic scenarios (lower discount rate and higher assumed rate of medical inflation) and two optimistic scenarios would be preferred.

8. Provide explanations and documentation whenever necessary to GS/OAS or Auditors.
9. Provide an overview of Pre-Funding Practices in different sectors in the US and other International Organizations (include recommendations to the GS/OAS).
10. Attendance at one meeting (tentatively scheduled for the week of April 14, 2025).
11. Provide general information regarding OAS' position concerning other international organizations and organizations in the private sector. While a full benchmarking study will not be performed, the Contractor's actuary will provide discussion points comparing OAS' plan, liability, and funding position versus other organizations or companies.

General Considerations Applicable to PARTS I, II, and III:

The contractor must possess excellent analytical skills, in-depth industry knowledge, and the ability to effectively communicate expert advice. The contractor should have representatives fluent in both English and Spanish to the extent possible (preferred but not required).

The GS/OAS shall:

- Maintain cost-effective health benefits for participants in the GS/OAS Health Plan.
- Effectively and efficiently resolve claims; and
- Act to promote sound financial performance of the GS/OAS Medical Benefits Trust Fund.

In fulfilling this Contract, the Contractor shall be responsive to the GS/OAS Department of Human Resources ("DHR"), to the GS/OAS Joint Committee on Insurance Matters ("JCIM"), and GS/OAS' Board of Trustees of the Medical Benefits Trust Fund (hereinafter the "Board of Trustees") in coordination with the Insurance Office of the DHR.

3. RFP SCHEDULE

The following RFP Schedule represents the best time estimate for the GS/OAS during the RFP process. The GS/OAS reserves the right, at its sole discretion, to adjust this schedule. The GS/OAS will notify all Bidders of any adjustments made to the RFP Schedule. These notifications will be sent via email to the address provided by bidders during their registration through the Official GS/OAS Procurement Notices/Opportunities Portal.

Activities	Dates
Request for Proposals and Invitations Released	December 6, 2024
Bidders' inquiries are due	December 13, 2024
Response to Bidders' inquiries due	December 27, 2024
Deadline for Bidders' Registration and Proposal Submission	January 8, 2025 at 11:59 pm EST

Proposal Closing Date	January 8, 2025 at 11:59 pm EST
Proposals opening and review	January 9, 2025
Presentations from Bidders (Optional)	January 21 to January 23, 2025
Evaluation Process	January 24 to January 30, 2025
Contract Award	January-Feb, 2025

4. TERMS OF REFERENCE

The GS/OAS provided the Terms of Reference (TORs) in Annex A of this RFP, herein incorporated by reference.

5. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The Structure of the Proposals submitted by Bidders must include these four separate sections:

1. Technical Proposal
2. Pricing
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 and organization of the bidding company.
- b) A detailed description of the Bidder's work experience like or relevant to this RFP. The description shall substantiate the Bidder's qualifications and capabilities to satisfy the requirements of the RFP; and
- c) Indicate previous or current experience with any International Organizations. Experience with Cigna US or Cigna International is preferred. Indicate your prior experience with Cigna US and/or Cigna International and the level of assistance you anticipate will be required by the GS/OAS DHR- Insurance Office.
- d) A minimum of two (2) references from clients to whom similar or relevant services were provided during the last three (3) years with a minimum of 1, 500 members. These references should include: the name of the client, contact person, telephone and e-mail address, and a description of the work performed and the duration of the project. Please follow Format 3 in Annex C.
- e) A brief overview of the applicant's approach to self-insured health care plan administration.

5.1.2 Documents related to the Project:

- a) Bidders shall provide a work plan that includes a description of the basic infrastructure and associated professional/payroll services offered, implementation methodology, tools as well as technical support, and deliverables. Also, Bidders need to include an estimated timeline for delivery of the requested services (milestones).

5.1.3 Documents related to Bidder's Personnel:

- a) The resumé of the lead professional staff person assigned by the Bidder to this project as "Project Manager," and two concise but descriptive summaries of this person's prior experience with similar projects. The Project Manager must speak BOTH Spanish and English, fluently. The other members of the team ideally should speak and understand Spanish and English.

5.1.4 Bidder's Point of Contact:

- a) Information of Bidder's point(s) of contact. Provide the name, position, telephone number, and email of the person or persons serving as coordinator and/or main liaison of the Bidder concerning this bidding process.

5.2 Price Proposal

5.2.1 The Bidder's price proposal must be in United States Dollars (USD) in numbers which will comprise all costs for performing the "GS/OAS Health Plan Consulting Services". Bidders are welcome to submit offers for one, two, or all the three requested services (Part I, Part II, and Part III) as each component can be managed with a separate contract.

5.2.2 Alternately, the price proposal may be based on charges for hours worked by named individuals (or employment categories) with a specified maximum cost limit which includes all estimated costs.

5.3 Legal Documentation

5.3.1 A copy of the Bidder's certificate of incorporation issued by the competent authority of its country.

5.3.2 A copy of the Bidder's bylaws.

5.3.3 A copy of the Bidder's licenses and certifications issued by the corresponding authority (if required under the law of the duty station where the Bidder delivers services to the GS/OAS).

5.3.4 A copy of the W-9 Form for US Companies and the Employer Identification Number for companies outside of the US.

5.3.5 A list of the directors, officers, and the names of any stockholder with more than 50% of the stock.

5.3.6 Acceptance of the General Contractual Terms and Conditions Statement. The statement should follow Format 1 of Appendix 1.

5.3.7 A disclosure statement of conflict of interest. The statement should follow Format 2 of Appendix 1, which forms an integral part of this RFP. In the event the Bidder intends to subcontract or perform the contract in a joint venture, such statement shall also include disclosure by the subcontractors and by each member of the joint venture.

5.4 Financial Documentation

5.4.1 A copy of the Bidder's latest general balance sheet for 2024; and a copy of the Bidder's latest three (3) audited financial statements, for the years 2021, 2022, and 2023.

5.5 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 because 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 RFP PROCESS

6.1 Governing Law

The GS/OAS regulates this RFP process according to:

- 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>; and
- 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 an express warranty for:

- 6.2.1** Its knowledge and acceptance of RFP and the rules and conditions that govern the bidding process.
- 6.2.2** It has studied and is thoroughly familiar 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 with applicable laws, such that the Bidder accepts responsibility for and is prepared to execute and shall completely fulfill all obligations outlined in Annex B General Contractual Terms & 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 of 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** The Bidder shall be liable for improper or incorrect use of the data collected or information disclosed to the 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 the GS/OAS intends to use them as such.
- 6.2.9** The Bidder takes full responsibility for any errors or mistakes concerning its bid proposal. The 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 provided in the Bidder's proposal is borne solely by the Bidder.

6.3 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 that 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 a 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.

If the bidder candidate employs an association in the form of a joint venture, the association should appoint one of the firms to represent the association; all members of the joint venture shall present their relevant documentation and shall be jointly and severally liable for the entire assignment.

6.4 Registration at the Official GS/OAS Procurement Portal

6.4.1 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.procureware.com/Bids>).

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

6.4.3 To start the registration process, the Bidder must complete the following fields and then press “Next” to submit their 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 servers or SPAM filters may block important messages or send them to your junk mail folder because they do not recognize the sender. To help ensure that you receive all emails and further notifications from OAS/Procure Ware, please ensure to add our

e-mail address noreply@procureware.com to your address book, contacts, and/ or "Safe Senders" list.

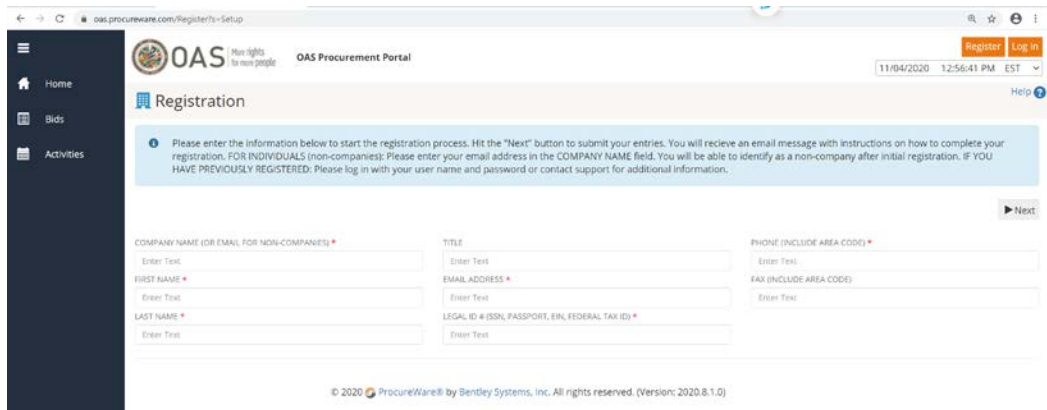


Fig 1: Screenshot of the Official GS/OAS Procurement Notices/Opportunities Portal.

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

6.5 Bidder Inquires

6.5.1 Bidders may submit any inquiry or request for more information and clarification regarding terms of reference in this RFP by **December 13th, 2024**, through the Official GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids>. Only Bidders registered in the Portal may ask questions.

6.5.2 Bidder inquiries must identify the number of the section of the RFP to which their inquiry is related.

6.5.3 The GS/OAS responses to the Bidder's questions will be addressed through the Official GS/OAS Procurement Notices/Opportunities Portal, directly to the email with which the Bidder registered, on or before **December 27th, 2024**, where all submitted questions and answers (Q&A) will be available for registered Bidders.

6.6 Proposal Submission Instructions

6.6.1 Proposals must be submitted by Bidders through the GS/OAS Procurement Notices/Opportunities Portal at <https://oas.procureware.com/Bids> no later than 11:59 pm EST on **January 8th, 2025**. **Only registered** Bidders can submit proposals. Bidder's failure to submit a proposal by the deadline will disqualify the Bidder's proposal.

6.6.2 Bidders should not consider their proposal submitted/received unless they receive a Bid submission confirmation email from our address noreply@procureware.com. It is the responsibility of the Bidder to ensure the reception of their proposal for the GS/OAS. The GS/OAS is not responsible for proposals not received due to email delivery issues.

6.7 Presentations from Bidders

6.7.1 The GS/OAS may require bidders to give presentations and/or to have interviews (question and answer sessions). The GS/OAS may consider the Bidder's presentation, or the information given 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.

6.7.2 The purpose of the presentations and interviews is to validate the information provided by the Bidder in its proposal and to assess the Bidder's understanding of the delivery of the services, which will be a factor in the overall Technical Evaluation of the Proposals.

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

6.7.4 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.

6.8 Evaluation Criteria

The GS/OAS will admit proposals for evaluation only if they comply with the mandatory minimums contained in the RFP.

All bidders are required to complete **Annex A - Appendix 8: Evaluation Criteria Questionnaire** (Amended) as part of their proposal submission. The table includes detailed questions corresponding to the evaluation criteria, which must be addressed in full. Failure to provide complete and accurate responses to all items in Annex 8 may result in the proposal being considered non-compliant.

6.8.1 Technical Criteria:

- a) **Responsiveness.** Whether the Bidder's Technical Proposal conforms in all material respects to the RFP.
- b) **Financial Capability.** The GS/OAS will assess 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. Reference checks will be based on the reference information submitted by Bidders under Appendix 2, Commercial References, and the GS/OAS may, at its

discretion, seek references from other institutions that are familiar with the Bidder's work. The GS/OAS will use the Information from the reference check as part of the technical evaluation process.

- d) **Responsibility.** Whether the Bidder's Technical Proposal meets the RFP's technical specifications to determine its capability and capacity to perform the Contract.

- e) **Relevant Experience / Past Performance.** The GS/OAS will assess 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, for whom it did it, and what methods it used); ii) qualitative judgments about breadth, depth, and relevance of that experience based on those observations; and iii) qualitative judgments about how well the Bidder performed, also based on those observations. The GS/OAS will evaluate Bidder's relevant experience and past performance for past or current efforts similar or relevant to this Bid.

- f) **Key Personnel.** The GS/OAS will assess 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 well-trained, experienced personnel is crucial to the success of the Contract and will be a key element for the evaluation of the Proposal.

- g) **Work Plan.** The GS/OAS will assess the completeness of the Proposal to determine technical compliance as per the Terms of Reference detailed in **Annex A**.

- h) **Innovation / Enhancements.** The GS/OAS will favorably consider those bidders who offer innovative technology that enhances and improves the service provided, including reducing the time and effort required by the GS/OAS to complete the reviews and authorizations required to manage the individuals hired, and process and approve periodic payroll payments.

6.8.2 Other Considerations:

- a) **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 available as public information such as Dun & Bradstreet (D&B) report and through reference check.

6.9 Right to Cancel the RFP and/or Reject Proposals

6.9.1 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.

6.9.2 The GS/OAS reserves the right to reject all proposals, and to disqualify any proposal not following RFP communication procedures and/or not responsive to the minimum technical requirements and proposal content specified in this RFP.

6.10 Requests for Clarification

6.10.1 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 Proposal.

6.10.2 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.

6.10.3 The GS/OAS shall not use the requests for clarifications to cure Proposal deficiencies or material omissions that materially alter the technical or cost elements of the Proposal, and/or otherwise revise the Proposal.

6.10.4 The GS/OAS will address Inquiries or requests for clarification to the point of contact indicated by the Bidders in its Proposal.

6.11 Discussions and Negotiations

6.11.1 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.

6.11.2 For that purpose, the GS/OAS, through DPMO, will submit, in writing, any request (including interview requests) to the Bidders. The GS/OAS will address such requests to the point of contact indicated by the Bidders in their proposal.

6.11.3 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).

6.12 Award

- 6.12.1** The GS/OAS will evaluate Proposals only if they comply with the mandatory minimum requirements contained in the RFP. Once admitted, the GS/OAS shall analyze and rate those Proposals using the award criteria described in section 6.8.
- 6.12.2** The GS/OAS will apply a technical-economic analysis in the evaluation of the Proposals. Under this rule, the GS/OAS will evaluate both price and technical factors and will award the Contract to the Offeror that obtains the best score in the sum of both elements.
- 6.12.3** The GS/OAS reserves the right to award the contract to a single bidder rather than multiple bidders.
- 6.12.4** The GS/OAS reserves the right to reject any or all Proposals, and to partially award the Contract.
- 6.12.5** The GS/OAS will award the bid to the Bidder with the highest overall assessment. Such award announcement shall become a contract only once the Bidder accepts the terms and conditions proposed by the GS/OAS. The GS/OAS will draft the contract based on this RFP and the winning bid proposal, and it shall come into effect when signed by both parties.
- 6.12.6** The GS/OAS will promptly notify the unsuccessful Bidders in writing and the awarded Bidder's information will be posted by the GS/OAS on the following website: <http://www.oas.org/OASpage/bid/default.asp>.

7. CONTRACT TERMS

- 7.1** The GS/OAS will draft each Contract for the services based on the TORs of this RFP, 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. Annex B of this RFP contains the Contract Terms & Conditions.
- 7.2** The GS/OAS shall not accept any changes to the Contract after the contract is awarded. Once the GS/OAS awards the Contract, the Vendor shall be bound by such Contract either as stated herein in the RFP or as mutually modified by the Parties.
- 7.3** Any Bidder selected by the GS/OAS who proposes changes to the Contract shall not be deemed as acceptance of the Bidder's proposed changes. At all times, the GS/OAS reserves the right to use its Contract and to negotiate changes to it. The GS/OAS reserves the right to accept or reject any changes in language to the Contract and reserves the right to make final conforming changes to the Contract.

7.4 Bidders wishing to negotiate a modification of the Contract Terms & Conditions stated in this RFP must attach a copy of the GS/OAS's RFP and show proposed changes (**deleted sections with a strike over and added sections in boldface type**). The Bidder's failure to identify any such changes in its Proposal will preclude the Bidder from making any such changes thereafter. If Proposals are subject to additional terms that the GS/OAS decides are not in its best interest, the GS/OAS reserves the right to deem that Proposal as unresponsive.

8. GENERAL PROVISIONS

8.1 Language

All correspondence and responses to this RFP between the GS/OAS and Bidders shall be in English.

8.2 Privileges and Immunities

8.2.1 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.

8.2.2 The Bidders to this RFP 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.

8.3 Confidentiality and Privacy

8.3.1 Confidential Information means the bid documentation and all other analyses, reports, memoranda, data, information, and documentation belonging to the GS/OAS and disclosed to the Bidder in any form whatsoever whether written, oral, electronic, or otherwise direct or indirect, or which comes into the possession or knowledge of the Bidder through the bidding process as part of the bid documentation or by any other means.

8.3.2 The Bidder understands and agrees that all information received because of this process is confidential and may not be published, sold, or released without the written approval of the GS/OAS. The bidder shall forward to the GS/OAS any public representations concerning the GS/OAS and/or any request for information made to the bidder by the media, or otherwise.

8.3.3 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 the receiving party in the same manner as the receiving party treats its own proprietary or confidential information.

8.3.4 Period of confidentiality: The obligations under the paragraph above shall continue notwithstanding the conclusion of this process.

9. ANNEXES

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

Annex A – Terms of Reference (Amended)

Annex B – General Contractual Terms & Conditions

Annex C– Formats

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