

Organization of American States Retirement and Pension Fund



Request for Proposals: (BID No. 04/20)¹

OAS Retirement and Pension Fund Integrated Accounting and Records Management System

Release Date: October 26, 2020

¹ This reference is to locate the BID number within the OAS Procurement Portal system.

Request for Proposals

OAS Retirement and Pension Fund Integrated Accounting and Records Management System

Summary:

The Retirement and Pension Committee of the OAS (RPC/OAS) seeks a response to this Request for Proposals (RFP) to implement an updated retirement and pension benefit fund management system that supports enterprise electronic records management and can be securely managed, accessed and transacted using cloud computing, online computing services or some hybrid method.

Schedule*:

RFP Schedule	
Request for Proposals Released	October 26, 2020
Deadline for Notification of Intent to Propose	November 12, 2020
Deadline for Questions	November 13, 2020
Responses provided to questions	November 20, 2020
Deadline for Proposals	December 4, 2020
Finalist(s) notified	December 21, 2020
Vendor negotiations and selection	December 21 – January 29, 2021
Contract start	February 1, 2021

*The RFP Schedule represents the best estimate of the schedule that will be followed. RPC/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 Vendors that submit a notification of Intent to Propose (section 8.9).

Principal Contact:

All questions and inquiries regarding this RFP should be in email, directed to:

Daniel R. Vilariño

Secretary-Treasurer, OAS Retirement and Pension Fund

dvilarino@oas.org

Table of Contents

1. Definitions	4
2. Introduction	8
2.1 Background of the OAS	8
2.2 Background of the OAS Retirement and Pension Fund	9
2.3 Accounting System and Records	12
2.4 User Profile	12
2.5 Transactions	13
3. Summary of Deliverables	13
4. General and Technical Requirements	14
4.1 High Level Business Requirements	14
4.2 General Requirements	14
4.3 Account Management Requirements	16
4.3.1 Application Integration and Connectivity	16
4.3.2 Pension Calculation Capability	16
4.3.3 Pension Account Reporting	17
4.3.4 Account Reconciliation	18
4.3.5 Retirement and Pension Fund Transaction Management	18
4.3.6 Account Login and Session Security	18
4.3.7 Security Incident Breaches	19
4.3.8 System Availability and Other Security Measures	19
4.3.9 Account Access Controls	20
4.3.10 Use by Authorized Personnel of the Fund Secretariat	20
4.4 Records Management Requirements	20
4.4.1 OAS Retirement and Pension Fund Records	20
4.4.2 Legacy Record Keeping Requirements	21
4.4.3 File Conversion Requirements	21
4.4.4 Operational Records Management Requirements	21
4.4.5 Electronic Records Management	22
4.5 Metadata	25
4.5.1 Crawl and Capture	25
4.5.2 Permanent Metadata	25
4.5.3 Descriptive Metadata	25
4.6 Search Capability	26
5. Installation and Integration with the OAS IT Infrastructure	26

5.1	Integration Requirement.....	26
5.2	Legacy System Records and Data Migration.....	26
5.3	Maintenance	27
6.	Business Continuity Services	27
6.1	Disaster Recovery	27
6.2	Continuity of Operations.....	27
7.	Relevant Standards and Legislation.....	28
8.	RFP Requirements.....	28
8.1	Right to Reject Proposals	28
8.2	Ownership of Deliverables.....	28
8.3	Non-Disclosure of Confidential Information	29
8.4	Proposal Preparation Costs	29
8.5	Contract Provisions	29
8.6	Term of Contract	29
8.7	Payment Terms.....	29
8.8	Principal Contact.....	30
8.9	Submitting an Intent to Propose.....	30
8.10	Questions Pertaining to the RFP	30
8.11	Language	30
8.12	Proposal Evaluation.....	31
8.13	Presentations and Demonstrations	31
8.14	Discussions and Best and Final Offers.....	31
8.15	Proposal Submission Instructions	31
8.16	Proposal Format	32
8.16.1	Summary of Components:	32
8.16.2	Cover Letter	32
8.16.3	Table of Contents	33
8.16.4	Section 1 – Executive Summary	33
8.16.5	Section 2 – Company Background	33
8.16.6	Section 3 – Company Qualifications	33
8.16.7	Section 4 – References.....	34
8.16.8	Section 5 – Proposed Solution	34
8.16.9	Section 6 – Implementation Approach and Work Plan	34
8.16.10	Section 7 – Pricing.....	35

8.16.11 Section 8 – Other Requirements	36
8.17 Reference Materials.....	36
9. EXHIBIT A – THE RETIREMENT AND PENSION COMMITTEE OF THE ORGANIZAION OF AMERICAN STATES PERFORMANCE CONTRACT	37

1. Definitions

The following definitions are listed alphabetically instead of the order in which they appear in the text. Please refer to them carefully as you read through this RFP.

Account: The record set up in the books of the Fund in the name of each Participant and Member—as the case might be—for the receipt of contributions, the accreditation of Interest, and the payment of benefits.

Account Holder: Any person having an account in the Fund. Account Holders include Participants, Members, Pensioners, and the former spouses of Participants and Members with Virtual Accounts.

Affiliated Institutions: These are other governmental international organizations within the Inter-American System that allow their employees to participate in the R&PP and Provident Plan.

Annuity: A periodic pension, the amount of which is computed by a Formula, as further described herein.

Basic Salary: The salary established for any position before any deductions and excluding any adjustments or allowances (for example, the post adjustment which may vary from place to place, or education allowance, or dependency allowance, etc.). “Basic salary” is different from “Pensionable Remuneration.”

Beneficiary: A person other than the participant, designated by the participant or by operation of the R&PP to receive benefits from a Plan account. Those benefits may be in the form of a lump sum or a pension. If they are in the form of a pension, the beneficiary also becomes a Pensioner. Possible beneficiaries include surviving spouses and children eligible to receive a pension due to the death of a participant or retiree and those persons who have purchased a pension with funds from their R&PP accounts, and those ex-spouses of participants and retirees with Virtual Accounts.

Codified Regulations: This refers to the Codified Regulations of the R&PP.

Committee: The Retirement and Pension Committee (“the Committee” or the “RPC/OAS”) is defined in Section II of the R&PP document.

Formula: As of July 2020, the Retirement and Pension Plan has three different mechanisms for the calculations of pensions. All three methods are used for every participant and the participant has the option to select the one that is more convenient.

1. The first mechanism is known as the 2% Formula, as explained in Section V.2 of the Retirement and Pension Plan document. It is based in the final average pensionable remuneration (“APR”) and for each year of participation adds 2% of this APR up to a total of 30 years (60% of the APR), then, for the next 10 years, adds 1 and 2/3% more per year. So, the maximum percentage would be of 76.67% for a participant with 40 or more years of participation. Although, because only seldom do participants reach such long participations, most of the time the values are based on 2% increments, hence the “2% Formula” name for this type of pension.
2. The second mechanism is known as the Minimum Alternative Pension, as explained in Section V.7 of the Retirement and Pension Plan document. This is based on the basic salary and represents a 60% of the average basic salary (ABS) for the participant.
3. The third mechanism is known as the Annuity (although it is also paid monthly). It is based on the amount of money dedicated to the “purchase” of the annuity and on actuarial factors that take into consideration the gender and ages of the participant and his/her spouse. This method is fully explained in the Codified Regulations of the Retirement and Pension Plan.

Fund: The Retirement and Pension Fund (“the Fund” or “R&PF”) is defined in Section III of the R&PP document and holds the resources of the R&PP as well as the Provident Plan (see below).

Fund

Secretariat: Refers to the Office of the Secretary-Treasurer of the Fund.

GS/OAS The General Secretariat of the Organization of American States

Legacy

System: Refers to the current system in use to keep the records of the participant accounts and perform computations for the liquidations, projections, etc. It is a proprietary database programmed in the language Visual FoxPro. The legacy system currently receives information about the contributions to the Participant and Member accounts from several sources. They include the OAS Oracle system for GS/OAS staff members, as well as other data management systems used by the affiliated institutions. Usually, the information comes in the form of Excel tables. The Legacy System also downloads personal data for participants (like addresses, phone numbers, employee grade and step, etc.) from those systems. In the interest of privacy, information does not flow from the Legacy System into the Oracle system, or from the Legacy System into the systems of the Affiliated Institutions. Finally, information kept in the current accounting system (QuickBooks) is manually transferred into the Legacy System and sometimes, information from the Legacy System has to be transferred into the accounting system, also manually.

Liquidation: A liquidation is the process by which the account of a participant of the R&PP or the Provident Plan is closed. As a consequence of this process several things may happen:

- 1) In the case of a Provident account member's liquidation, the amount in the account is paid to the member and the member may leave the affiliated institution or begin participation in the R&PP.
- 2) In the case of a R&PP liquidation, the participant leaves the affiliated institution and he may have the option to select as a benefit the payment of a full lump sum, a pension or the combination of both.

There are three types of liquidations:

- 1) An initial liquidation: is the one made first and contemplates most of the benefit corresponding to the participant or member.
- 2) A final liquidation: because interest to the accounts are credited every six months, and liquidations may happen at any moment during the year, there are normally pending contributions and interests that arrive to the account after the first liquidation. To contemplate these, at the close of the semester, a final liquidation is done for all the accounts that had initial liquidations during the semester that is ending.
- 3) An adjustment liquidation: although this does not happen often, in certain cases, between the initial and the final liquidations there may be an adjustment liquidation. These are done to correct the initial liquidation may it be due to errors in the initial liquidation or changes in the circumstances that could affect the value of this initial liquidation.

**Lump sum
payment:**

Disbursement made, other than a Pension payment, from a Fund account to the Account Holder or his/her legal beneficiary, upon terminating his/her account or upon conversion of status from Participant to Pensioner, or passage from the Provident into the R&PP of a Provident Plan member. The disbursement may be directly to the person or to the extent permitted by law, to that person's Individual Retirement Account or his/her account under another Qualified Pension Plan.

Member:

A GS/OAS staff member or staff member of an Affiliated Institution who participates in the Provident Plan, and the former spouse of any such Member with a virtual account in the Fund.

OAS:

The Organization of American States

Participant:

Any GS/OAS staff member or any staff member of an Affiliated Institution who belongs to the R&PP, and the former spouse of any such Participant with a Virtual Account in the Fund.

Participation:

The condition of being a Participant in the R&PP.

Pension:

The periodic benefit paid to a Retiree in the form of a monthly payment.

Pensioner: Retiree who decides to take a pension or the survivor of a Pensioner or Participant who dies in service.

Pensionable

Remuneration: The amount designated by each of the affiliated institutions for computing contributions to the Plan and calculating pensions. The term “Pensionable Remuneration” is equivalent to the term “compensation” as used in the Internal Revenue Code of the United States.

Provident

Plan: This is a separate Plan that is not part of the R&PP, although it is jointly administered with the latter and all the resources are kept together within the Fund.

Qualified

Pension Fund: A pension fund which satisfies the requirements of Section 401(a) of the Internal Revenue Code.

Retiree: A former Participant who has met the conditions for any form of retirement as established in the R&PP and has been declared retired by OAS/RPC.

**Retirement
and**

Pension Plan: The Retirement and Pension Plan of the Organization of American States (“the Plan” or “the R&PP”) is set forth in the document approved by the General Assembly of the Organization of American States with the name of Organization of American States Retirement and Pension Plan, originally created on May 2nd, 1928.

Service: Time spent as a GS/OAS staff member or staff member of an Affiliated Institution. Service is often longer than Participation simply because not all GS/OAS staff members or staff members of affiliated institutions are required to participate in the R&PP.

The System: This refers to the new platform and corresponding software and hardware requested under this RFP.

User: Any person within the User Profile Defined in Section 2.4 below.

Virtual

Account: These are accounts established for the ex-spouses of Participants or Members pursuant to a divorce decree or final separation agreement incorporated into a divorce decree. They are further described in Article XII of the Codified Regulations.

2. Introduction

2.1 Background of the OAS

The OAS is the world's oldest regional inter-governmental international organization, dating back to the First International Conference of American States, held in Washington, D.C., from October 1889 to April 1890. At that meeting the establishment of the International Union of American Republics was approved. The Charter of the OAS was signed in Bogotá in 1948 and entered into force in December 1951. The Charter was subsequently amended by the Protocol of Buenos Aires, signed in 1967, which entered into force in February 1970; by the Protocol of Cartagena de Indias, signed in 1985, which entered into force in November 1988; by the Protocol of Managua, signed in 1993, which entered into force on January 29, 1996; and by the Protocol of Washington, signed in 1992, which entered into force on September 25, 1997. The OAS currently has 35 Member States. OAS has granted permanent observer status to 59 states, as well as to the European Union.

The essential purposes of the OAS are: to strengthen peace and security in the Hemisphere; to promote and consolidate representative democracy, with due respect for the principle of nonintervention; to prevent possible causes of difficulties and to ensure peaceful settlement of disputes that may arise among the Member States; to provide for common action on the part of those states in the event of aggression; to seek the solution of political, juridical, and economic problems that may arise among them; to promote, by cooperative action, their economic, social, and cultural development; and to achieve an effective limitation of conventional weapons that will make it possible to devote the largest amount of resources to the economic and social development of the Member States.

The OAS accomplishes its purposes by means of: 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 is the Organization's "supreme organ" in which all its Member States participate and in which each have one vote. It meets once a year in a regular session and may meet in special sessions as needed.

The Meeting of Consultation is convened to consider urgent matters of common interest and to serve as Organ of Consultation under the Inter American Treaty of Reciprocal Assistance ("Rio Treaty"). The Rio Treaty is the main instrument for joint action in the event of aggression.

The Permanent Council takes cognizance of such matters as are entrusted to it 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 it also acts provisionally as Organ of Consultation under the Rio Treaty. The seat of the Permanent Council is in Washington, D.C. As in the General Assembly, all Member States participate with one vote in Permanent Council meetings through their duly designated representatives.

GS/OAS, also headquartered in Washington, D.C., is the central and permanent organ of the OAS. Its principal function is to carry out the decisions of the OAS political organs and other functions assigned under the OAS Charter. The OAS Secretary General, who is elected for a five-year term by the General Assembly, directs the General Secretariat. The OAS General Secretariat has officers and staff members stationed in over thirty of its thirty-five Member States.

The OAS Member States are: 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 OAS Secretary General is Ambassador Luis Almagro, ex-Foreign Minister of Uruguay and he is now in the first year of a second five-year term in that office. The Assistant Secretary General is Ambassador Nestor Mendez, who began his second five-year term in office earlier this year.

2.2 Background of the OAS Retirement and Pension Fund

The R&PP was created in 1928 and it was conceived as a means to protect the staff members of the then Pan American Union, later the OAS/GS, in their old age after retirement. Being the oldest retirement plan for an inter-governmental international organization, the R&PP preceded many of the social achievements of the international civil service community and even quite a few of the social security programs in the Americas. As a result of innovations introduced during 92 years of operation, the R&PP has remained a modern and progressive instrument.

Although initially established for the benefit of just OAS/GS staff members, over the years the personnel of other institutions of the Inter-American System have been allowed to participate in the R&PP under special agreements with those institutions. These are known as “affiliated institutions.” At present they include: the Inter-American Institute for Cooperation in Agriculture (“IICA”), the Inter-American Defense Board, the Inter-American Court of Human Rights, the Tropical Agricultural Research and Higher Education Center (“CATIE”), the Inter-American Indian Institute, and the Pan American Institute of Geography and History. The last two, however, do not presently have any active participants.

A second retirement plan, called the Provident Plan, was created in 1956 for temporary employees to provide a retirement savings trust account for OAS employees as well as employees of the affiliated institutions, who, for some reason, are not eligible to participate in the R&PP. Both Plans² are qualified governmental plans under Section 414(d) of the Internal Revenue Code. However, they are not considered governmental plans under the Social Security Act; nor are they subject to ERISA requirements.

The assets of all participants, retirees, and other beneficiaries of both Plans are held in the OAS Retirement and Pension Fund. The Fund is invested in a mix of equities, bonds, and cash instruments.

Both Plans and the Fund are under the management and supervision of the Committee. Three trustees make up the Committee: a member elected by the Permanent Council of the OAS, the OAS Secretary General or his/her

² When the word “Plans” begins with capital letter is because it refers to the OAS Retirement and Pension Plan and the Provident Plan.

representative, and a GS/ OAS staff member elected by the Participants in the Plan. Each of the Trustees has an Alternate Representative appointed or elected in the same way as the principal Trustee. Also, observers from the pensioners participate in the Committee.

The Chairman of the Committee is the titular Representative of the Member States. Since March 20, 2019, the Permanent Representative of Guyana, Ambassador Riyad Insanally, has occupied that position.

On the recommendation of the Committee, the Secretary General appoints the Secretary-Treasurer of the Fund, who manages the Fund Secretariat. The Secretary-Treasurer of the Fund, is responsible for the administration of both Plans and the investment of the Fund in accordance with the applicable provisions of each Plan, the Codified Regulations of the OAS Retirement and Pension Plan, and the decisions of the Committee.

Mr. Daniel R. Vilariño is the Secretary-Treasurer of the Fund and Director of the Fund Secretariat. He has had that position since December 30, 2003.

The total amount of assets managed by the Committee through the Fund's Secretariat at the end of June 2020 was approximately of \$273 million.

The Fund's resources consist of: (i) The contributions made by each participant, at a rate of 7% of his/her pensionable remuneration in the case of the R&PP Fund and 5% in the case of the Provident Fund, (ii) the contributions made by the sponsoring institutions employing the participant, at a rate of 14% of his/her pensionable remuneration in the case of the R&PP and 5% in the case of the Provident Fund, (iii) earnings and income from the assets under control of the Committee, (iv) forfeitures of certain sums from the accounts of the participants who leave the affiliated institution before their vesting is completed—as provided in Section IV.1 of the R&PP, and (v) contributions made by the affiliated institutions to the administrative and operational costs of the Fund's Secretariat, in cash and in kind..

Although the Secretary-Treasurer of the Fund and other Fund Secretariat personnel are GS/OAS staff members, they operate with relative independence from the rest of GS/OAS. Their salaries are paid from the Fund's Secretariat budget, approved each year by the Committee; not from the GS/OAS' budget, or the budget of any other sponsoring institution. The Secretary-Treasurer reports directly to the Committee, and his functions are independent of those performed by the OAS Treasurer.

Moreover, the annual Fund audit is performed separately by an auditing firm specialized in auditing pension plans selected by the Committee. It is not part of the annual audits conducted by GS/OAS auditors and the auditors of the affiliated institutions.

The R&PP is a defined benefit plan under the Internal Revenue Code. Nonetheless it is really a hybrid, with features found in both defined benefit and defined contribution plans. As a defined benefit plan, it provides retirement, survivor, and disability pensions computed in accordance with formulas based on a Participant's remuneration and years of participation in the fund. Pensions are payable to Retirees (including those retiring early for disability), the surviving spouses of Participants and Pensioners who are Retirees, and the minor and disabled children of Participants and Pensioners who are Retirees.

For those Participants who do not retire from OAS/GS or an Affiliated Institution, however, the R&PP operates as a defined contribution plan because each participant has an account in the Plan, which is made up of his/her "personal contributions," the contributions of his/her employer ("institutional contributions"), and interest

periodically accredited by the Committee from the Fund's investment income. A participant who leaves the service of GS/OAS or of an Affiliated Institution prior to retirement for reasons other than disability is paid out the entire vested amount in his/her Fund account instead of a pension annuity. Also, a participant who does not retire but who separates from service having satisfied established age and years of participation requirements may use the cash in his/her account to purchase a different kind of annuity from the Fund. The amount of that annuity will depend on the age of the purchaser and the amount of cash from his/her account he is willing to pay for it.

The defined contribution features of the R&PP provide considerable flexibility to the participants. But at the same time, they present a considerable challenge for the management of the Plan.

The Provident Plan is a typical defined contribution plan. More information on both Plans can be found in the following Internet site: <https://www.oas.org/retirementfund>.

2.2.1 Salary Scale and Contributions to the Plans

All the institutions participating in both Plans must have, within their salary scales, a pensionable remuneration scale. As already explained above, both institutional and Participant (or Member in the case of the Provident Plan) contributions are a fixed percentage of the Participant's (or Member's) pensionable remuneration.

At GS/OAS, staff salaries are fixed at a net-of-tax level. So, the Pensionable Remuneration is an estimate of the amount a staff member would have to earn in order to receive a salary equal to his/her net-of-tax salary as established in published net-of-tax salary tables.

Not all affiliated institutions compute Pensionable Remuneration in the same way as GS/OAS. For some, the Pensionable Remuneration is roughly equivalent to the staff-member's net-of-tax salary.

As explained above, the percentage contributions are fixed, depending on the Plan in which a staff member participates. In theory, those percentages could change prospectively if the General Assembly decides to amend the R&PP or the OAS Secretary General, in consultation with OAS/RPC, amends the Provident Plan. However, such changes are highly unlikely for the foreseeable future, as they have remained constant for almost fifty years.

For an individual Staff member, contributions may change only when he/she changes from one Plan to another. Otherwise, the percentage contributions of a staff member will remain constant throughout his/her employment. There is, however, one possible exception. The R&PP provides that a Participant may go on leave without pay for a period of up to six months during his/her tenure of Plan participation without making any contributions to the Plan—personal or institutional. That period of up to six months of leave without pay in which contributions are not made will not be subtracted from the Participant's "years of R&PP participation" when computing his/her entitlements under the 2% formula upon retirement.

2.2.2 Loans and Withdrawals

Borrowing from Plan accounts is not permitted. Nonetheless, depending on the amount in his/her account, a Participant or Member, as the case may be, may pledge up to \$65,000.00 of his/her account as collateral for a loan with the OAS Staff Federal Credit Union, under an agreement with that lending institution. That amount has been constant for at least twenty-five years, however, it is subject to change per decision of the OAS/RPC.

The only way a Participant in the R&PP can withdraw money from his/her account in the Fund is to separate from service. A Member of the Provident Plan may withdraw money from his/her account in that Plan only when his/her membership in that Plan terminates.

2.3 Accounting System and Records

The OAS has four official languages (English, Spanish, French and Portuguese); however, the OAS Retirement and Pension Committee and the Fund Secretariat work primarily in English and Spanish, with most financial operations recorded in those two languages. Although GS/OAS and other institutional sponsors have offices in other OAS Member States, the Fund's financial operations are managed from the office of the Secretary-Treasurer of the Fund in Washington, D.C.

The Fund financial statements are prepared by the Fund's Secretariat under the Committee's supervision.

The Fund does not use the same automated accounting system used by the GS/OAS. While most GS/OAS areas and units use the Oracle Financial System, the Fund, for reasons of privacy and confidentiality maintains a separate accounting system using QuickBooks. Participant accounts and pensioner and beneficiary records are maintained in a FoxPro proprietary database system.

Although the system used by the Fund Secretariat is different from that used by GS/OAS the two systems must be able to communicate seamlessly and securely with each other. GS/OAS is currently in the process of migrating to a new System ("the System"). One of the key objectives of the project to be undertaken pursuant to this RFP is to assure that such communication occurs.

2.4 User Profile

The organization today currently has the following user roles.

Pensioner – A User who has: (i) retired with a pension in accordance with the R&PP; (ii) has purchased a pension in accordance with the Codified Regulations, or (iii) is a surviving beneficiary with a pension based on his/her relationship to either.

Plan Participant – A current Participant in the R&PP.

Plan Member – A current Member of the Provident Plan

Former Participant or Member – A person who received a liquidation from either Plan.

General User – Any staff member of GS/OAS or an affiliated institution who is legally authorized to interact with the Fund Secretariat.

The Fund Secretariat Staff – Fund Secretariat who are GS/OAS staff members and independent contractors forming part of the Fund Secretariat Staff, provided they are duly authorized in writing by the Secretary-Treasurer of the Fund

2.5 Transactions

Transactions are defined as any query, search, retrieval or update to an account that causes a change in the identifying information contained within a retirement pension fund account. Example transaction events include, but are not limited to:

- a) Change of Pension Recipient Name, Address, City or Country of Residence
- b) Addition, Deletion or Modification to the beneficiary recipients
- c) Change or Removal of Spouse or Family Member's
- d) Adding, Deleting or Modifying any supplemental information

3. Summary of Deliverables

A comprehensive System that conforms to all the specific requirements of this RFP and which includes, among others:

- a) The new system shall incorporate the previous pension and participant accounting tables and formulas while also interfacing with QuickBooks.
- b) The implementation of an Electronic Records Management solution that supports auto-categorization and auto-classification of recorded information.
- c) Complete Records Inventory Collection, File Plan and Retention Schedule supporting physical, electronic and born-digital records
- d) A comprehensive Records Retention Schedule that accounts for all Plan Documents, Retiree and Pension Benefit Participant Records and Administrative Management Records.
- e) A disaster recovery plan and continuity of operations process and procedures
- f) Certification of a Privacy Impact Assessment that certifies that the awarded vendor's solution addresses legal privacy requirements for a System containing Personally Identifiable Information and Sensitive User Data.
- g) Record keeping processes and procedures manual.
- h) Training plan and training modules for delivery to the management, staff and end Users of the System. Training can be delivered in person or over a secure internet communication channel using a dedicated virtual private network communication path.

4. General and Technical Requirements

The following are the requirements for this project. OAS recognizes that a participating vendor may have other, more efficient methods of implementing our requirements. While the RFP may reference specific technologies and processes, the vendor is not bound to use those technologies if a better, more effective approach and technology achieves the desired result.

The system should be designed to reduce technology complexity as well as to minimize operating and maintenance cost; therefore middleware technology such as Integrated Platform as a Service (iPaaS), Enterprise Service Bus (ESB) among others should be avoided unless there is a valid business and/or technical justification, which must be clearly explained in the vendor's response.

The ideal approach is to have real-time and direct web service/API data integration.

4.1 High Level Business Requirements

The system must be designed to support the organization's four official languages reflecting the language capabilities of end users – English, French, Portuguese and Spanish.

The system shall maximize the use of Open Source Technologies with real time and direct web service and API data integration.

The system must be designed to support OAS' current paperless initiative, which in turn will help reduce overhead costs, improve employee productivity, and promote the overall organization's sustainability and environmentally friendly goals.

The system must be designed to increase audit controls of OAS Retirement and Pension Fund transactions to enable continuous monitoring of parameters and identify real-time exception notification and reporting for accurate and immediate compliance while maximizing accountability, transparency and overall trust across the organization.

The system should have the ability to integrate with the OASCORE System, which is currently based on the Oracle platform but in the future may be based on the Microsoft Dynamics platform.

4.2 General Requirements

4.2.1 Carryover of Legacy System Capability

The system should provide, as a minimum, all the same capability currently provided by the Legacy System, to which some additional capabilities may need to be added.

4.2.2 Enable Online Self-Service Retirement Funds Management

- a) Provide secure web-based self-service module that enable Users to access their own information online.
- b) Ability of a Participant or Member to obtain information about his/her own account including "up-to-date" account statements and the values of contributions and interest.

- c) Ability of a Participant or Member to make projections about his/her future benefits, including pensions, annuities, lump sums or combinations of the previous. The original projections will be conservative in nature, meaning, they will not assume cost-of-living increases, no salary changes due to promotions or step increases, and no interest accreditation for the period of the projection.
- d) Ability of a Participant or Member to change the “conservative” parameters mentioned in the previous paragraph, like contributions or future accredited interest as per their own assumptions, to produce a projection that may account for those different conditions. Of course, indicating that the Fund is not responsible for the values used in these other projections.
- e) Ability of a Participant or Member to obtain certifications including pieces of information from a “menu” of options. For example: current date, date the Participant started participation, years and months of participation or membership, as the case may be, amount of his/her current contribution to the corresponding Plan, amount of the institutional contribution to the Plan, current balance in his/her Plan account, level of vesting of institutional contributions and institutional interest achieved, date when the account will be fully vested, some important regulations referring to vesting, separation and retirement, etc. All these should be able to be combined as per the Participant need.
- f) Ability of a Participant or Member to submit a request for a “special” certification if the options in the menu mentioned above for any reason do not cover his/her needs. This request will be submitted to a Fund’s Secretariat staff member so the certification can be produced as per request and submitted to a secure inbox the Participant or Member can access when accessing the System. The System should notify the participant, when there is something in this secure inbox via e-mail and/or text message.
- g) Ability of each Pensioner to obtain a certification indicating the amount of his/her own monthly payment, or the amount paid during the previous semester or year, or the projected amount that will be paid during the year that is running.
- h) Ability for each Pensioner to obtain or observe information about their initial payments and his/her payment evolution after the date he/she started being a pensioner, for any period requested. This should include the ability to track the different cost-of-living increases applied to their accounts.
- i) Ability for each Pensioner to request changes in the place where the deposit of the pension is made, including the possibility to select multiple banks or financial institutions.
- j) Ability for each Pensioner to request that the health insurance be deducted directly from the pension payment.
- k) Ability for each Pensioner to request that the Association of Pensioners fee be automatically deducted from his-her pension payment.
- l) Ability for each retiree who did not take a pension to request a certification that may include, among a menu of options, date of separation of retirement, amount paid in the lump sum, place where the original lump sum liquidation was deposited, etc.
- m) Ability for other former Participants or Members whose participation in the corresponding Plan terminated prior to retirement to request a certification that may include options, like date of termination of Plan participation or membership, the amount disbursed, to whom it was disbursed and upon what date, etc.

4.2.3 Enable Fund Secretariat staff to access and manage records

- a) Ability for Fund's Secretariat authorized staff to access information of all accounts and records to produce special certifications, evaluate information, answer participant, pensioner, beneficiary questions, etc.
- b) Integrate an Electronic Records Management Capability that supports Auto-Records Capture, Identification and Classification.
- c) Link the record keeping capability to an online accounting solution that supports online retirement and pension fund accounts (i.e., QuickBooks)
- d) The System shall have the ability to update transaction activity within the received spreadsheet by application of set formulas used to calculate a projected average payout of pension funds.

4.3 Account Management Requirements

4.3.1 Application Integration and Connectivity

- a) The system shall allow access to all screens, reports and transactions via any approved platform, computer, mobile device or browser that supports transport layer security with OAS Single Sign-On Infrastructure.
- b) The System shall support industry leading open source technologies, application program interfaces and connectors such as Open Database Connectivity, Restful API, Java Database Connectivity (JDBC) and Java Script Object Notation (JSON).
- c) The System shall integrate with Microsoft Active Directory.
- d) The System shall support deployment to recognized Cloud Service Providers, such as HPE, Amazon Web Services, Google Cloud Platform and Microsoft Azure.
- e) The System shall have the ability to automatically create an account taxonomy for pensioner, participant, beneficiary and administrator record keeping.
- f) The System shall provide data and transactional logic validation through the use of business rules to govern the management, recording and reporting of transactional activity.

4.3.2 Pension Calculation Capability

- a) The System shall employ custom and configurable pension calculation formulas to project pension amount for Participants and the Fund Secretariat Staff.
- b) The System shall enable the ability to transfer pre-existing formulas to perform pension annuity calculations and allow future retirees to customize their calculations using variable inputs including cost of living, vesting schedule and other variable inputs.

- c) The System shall include actuarial tables that account for same-sex couples or same-sex relationships to provide “what-if” pension distribution projects or other fiduciary calculations as needed by the employee or Pensioner.
- d) The System shall support workflow projections to estimate pension calculation including Liquidation Workflow, Projections Workflow and Pension/Annuitant Workflow for automation of pension distribution projection.

4.3.3 Pension Account Reporting

- a) The System shall have the ability for the Fund Secretariat and participant and all other persons who have received disbursements from the Fund pursuant to the R&PP, the Provident Plan, and Codified Regulations to generate liquidation reports.
- b) The System shall generate a report of all Pensioners who are United States taxpayers with name, addresses, Social Security Number (SSN) / Employer Identification Number (EIN) / Taxpayer Identification Number (TIN), Residency Status (US Citizen, G-4 Visa, Permanent Resident, Dual Citizenry) and total gross pension annuity for the year.
- c) The System shall generate a report of all the former Participants, Members, or their survivors who receive disbursements from the fund and who are also United States taxpayers. That report shall have the same info as in b) above, but with the amount of the corresponding disbursements per person.
- d) The System shall generate monthly reports on employer institutions (GS/OAS, Inter-American Defense Board, IICA Inter-American Court on Human Rights, and CATIE) which show for each such institution the institutional contributions and personal contributions made for each staff member to the Fund pursuant to the R&PP on one hand, and to the Provident Plan on the other.
- e) The System shall generate a monthly report that shows individual liquidations paid in order to have another check on the entries for liquidations.
- f) The System shall generate liquidation reports for each Plan.
- g) The System shall create end of business day, week or month closing statement that accounts for all transactions known to date.
- h) The System shall be able to report day-to-day liquidations.
- i) The System shall have the ability to capture and retain one or more retirement income projections, based on changes to salary or other factors.
- j) The System shall allow Account Holders and Authorized Users the ability to present and report participant and pensioner benefits on demand, via print, display to screen or email message.

4.3.4 Account Reconciliation

- a) The System shall provide account reconciliation and recognition of all outstanding transactions. The resulting action will yield an electronic record associated to the User account.
- b) The System shall be able to integrate Accounting System update into a cloud-based records management platform with data and account reconciliation updated daily.
- c) The System shall support an average volume of 100 information queries per business day without impacting User experience or degradation of service.
- d) The System shall provide account reconciliation and recognition of all outstanding transactions. The resulting action will yield an electronic record associated to the User account.
- e) The System shall support concurrent User access including data views, presentation of electronically stored content and any data file transformation activities conducted during the course of the business day.
- f) The System shall have the ability to manage, present, capture and store pension benefit financial projections, as records, upon administrative User request.
- g) The System shall have the ability to perform liquidation papers upon official date of retirement and store the liquidation papers as official records in electronic format.
- h) The System shall provide centralized transaction update of accounting tables on demand with concurrent User access.

4.3.5 Retirement and Pension Fund Transaction Management

- a) The System shall reproduce a certification in the preferred language of the user, including English, French, Portuguese and Spanish.
- b) The System shall have the ability to support encrypted email communication and encrypted, secure transactions.
- c) The System shall enable all Account Holders to print statements directly from their account by Internet access.

4.3.6 Account Login and Session Security

- a) Access to end User accounts shall be provided through a minimum of two-factor authentication and authorization technologies and single sign-on authentication.
- b) User account data including Personally Identifiable Information (PII) shall be protected from virus, malware infections or account intrusion attacks.

- c) The Vendor solution shall support security guidance as specified by FIPS 200.
- d) The System shall support logging and monitoring notifications.

4.3.7 Security Incident Breaches

- a) The Vendor shall notify the Fund Secretariat within two (2) hours, if there is a threat to the Vendor systems incorporated into or otherwise used by the System pertaining to unauthorized use, disclosure, and security of the retiree sensitive and personally identifiable individual account data.
- b) If unauthorized use, access or disclosure of any sensitive account and other Fund data occurs as a result of the installation and development of the System or under any contract with Vendor for goods and services for the operation of the System, Vendor must provide written notice to the Secretary-Treasurer of the Fund or other Fund Secretariat personnel assigned to receive such notice within one (1) Business Day after the Vendor's discovery of such use or disclosure and, thereafter, all information the Fund Secretariat requests concerning such unauthorized use or disclosure.
- c) The security incident report shall list:
 - 1. A description of the unauthorized use, access or disclosure
 - 2. The sensitive data access method used during the security breach.
 - 3. Identification of unauthorized or unauthenticated access, use or receipt of Fund user data.
 - 4. Corrective actions and procedures taken that mitigate any unwanted impact to the Organization of American States, the Retirement and Pension Fund, the RPC/OAS, and all Account Holders and other Users.
 - 5. Detail preventive measures taken to deter future similar information security violations.

4.3.8 System Availability and Other Security Measures

- a) The System shall be accessible 24 hours a day.
- b) The System shall not allow any Account Holder other than authorized Fund Secretariat staff, to manage or conduct business from an account other than his/her own.
- c) Account data leakage between User accounts shall be prevented.
- d) The system shall permanently retain logs of all security incidents or attempted OAS data breaches and data loss prevention events.

4.3.9 Account Access Controls

Each user shall gain access to the System upon completion of authorization and authentication protocols that support role-based access to User information to ensure that only authorized user access to retirement and pension fund data is delivered, revealed, accessed, modified or reported upon.

- a) The System shall have the ability to apply role-based access and permissions to designated records and other digital information, based on User identity and profile.
- b) Platform access and account login through a secure web browser, such as Apple Safari, Google Chrome, Microsoft Edge and Mozilla Firefox, with minimum 256-bit encryption.
- c) Account Holder shall have self-service ability to access, control and manage all aspects of their Fund account. Information access will include:
 1. Lump Sum and Pension History
 2. General Account Information including current status and last known activity

4.3.10 Use by Authorized Personnel of the Fund Secretariat

- a) The System shall allow the authorized Fund Secretariat personnel to assign account information access rights upon confirmation of User identity and authorization protocols.
- b) The System shall allow authorized Fund Secretariat personnel to restrict or disable account access to any User who is not a Pensioner and who has separated from service from GS/OAS or an affiliated institution.
- c) The System shall enable authorized Fund Secretariat personnel to restore account access to a former Account Holder whose access has been previously limited or removed.
- d) The System shall support the ability to assign granular level access and permissions to Users based on role, group and security assignments.
- e) The System shall allow access by authorized Fund Secretariat staff via command line interface.
- f) The System shall support access from a desktop computer, laptop or mobile device, that supports latest Windows, Android or Apple Operating System.

4.4 Records Management Requirements

4.4.1 OAS Retirement and Pension Fund Records

Fund Records are defined as including any document, paper, book, letter, drawing, map, plat, audiovisual material, electronic or machine readable document or database, or any other document, regardless of format, created or received by an office or staff member in connection with their official work. For purposes of the

Fund, they also include personnel financial, family, health, and legal information about a participant, retiree, or other Fund beneficiary.

4.4.2 Legacy Record Keeping Requirements

GS/OAS has adopted an existing records retention and disposition schedule which shall be utilized to support record keeping requirements of the to-be-delivered modernized system.

Legacy data and records previously accumulated and organized by the Fund Secretariat in non-electronic format shall be inventoried, organized into a proposed File Plan and Retention Schedule before undergoing conversion and migration into the System.

The vendor shall collaborate with the Fund Secretariat staff to support legacy data and record migration into the System that supports electronic record keeping.

4.4.3 File Conversion Requirements

- a) The System shall have the ability to convert cdx (ChemDraw Text File Format), .fpt (FileMaker Pro file extension), FoxPro database file extension, .dll (Dynamic Link Library) file extension, etc. into current, technology file extensions supported by Microsoft Office and Adobe Acrobat DC.
- b) Outputs from the current Fund Secretariat's legacy platform are received in a Visual FoxPro File Format and its subsequent administrative and User account data are converted to a Microsoft Excel format, such as .XLS or Comma Separated Values (.csv) file suffix.
- c) The converted file data shall be updated and stored into the appropriate pension accounts along with the associated metadata.
- d) The digitally converted paper or microfiche record and data shall be assigned a unique identification (ID) upon ingestion into the new System's User account data profile and be accessible by the record keeping functionality.
- e) The System shall support scanned and digitally converted files and associate those converted images to a specified retirement and pension fund account. Examples of files could include marriage certificates, driver licenses, passports and other documentation that contains personally identifiable information, such as Date of Birth, Country of Origin, Gender, divorce sentences, property separation agreements, etc., used to perform benefit calculations.

4.4.4 Operational Records Management Requirements

- a) The System shall have the ability to view, manage, and where necessary, update account history and transaction statements for all registered Retirement and Pension Fund accounts.
- b) The System shall have the ability to import records from the existing Retirement and Pension Fund management system and assign appropriate record retention schedule.

- c) The System shall support auto-identification and auto-classification of electronic content identified as an official record.
- d) Record recognition events will be automatically triggered for events such as:
 - 1. Litigation, Financial Holds and Release
 - 2. System of Record and Participant Audit
 - 3. Suspicious Transaction Event
 - 4. Account Investigation
 - 5. New Legislation or Regulation
 - 6. Desktop Migration to Office 365

4.4.5 Electronic Records Management

- a) The System shall support enterprise records management life cycle activities as referenced by the International Organization for Standardization's ISO 15489 standard and ISO 16175 Standard for the Management of Digital Records.
- b) The System shall maintain distinction between active and inactive records associated to current, retired or separated former participants.
- c) The System shall support automated retention schedule including modification and notifications.
- d) The System shall support automated collection of electronic transactions executed by end Users and administrators via their web-based platform.
- e) The System shall support automated assignment of a retention filing code for all transitory, administrative, reporting, distribution and disbursement, and Retirement and Pension Management Fund transactions.

4.4.5.1 Creation, Capture and Identification

- a) The System shall recognize a Retirement and Pension Fund electronic record as valid and authentic if it can be located, retrieved, accessed and interpreted.
- b) Once the record has been identified and stored within the records repository, the System shall track all events, activities or related modifications associated to a business process or unique User ID.
- c) The System shall accept linked records received from the legacy system and maintain relationships based on pension recipient and family relations.

4.4.5.2 Maintenance and Usage

- a) Records of current and former participants, retirees, and other Fund beneficiaries must be managed in a way that supports searching in response to information requests.

- b) The System shall allow records to be put on legal or financial hold and thus suspend retention and disposition actions, until the hold is released.
- c) Access rights and permission rules for records should be adjusted to align with the organizational structure of GS/OAS, other affiliated institutions, and the Fund Secretariat.
- d) Access rights, permissions and transaction activities for records generated should be based on business function, activity or business process associated with the record.
- e) Records access privileges and permissions shall be enforced for all account information retrievals including linked records.
- f) Audit logs shall be used to track access level changes, events altering User account data or records or any changes to the content, context and location of the affected account or record.
- g) The System shall not allow previous transaction records to be overwritten. A newer version of the record shall be logged, retained and linked to the appropriate account.

4.4.5.3 Retention Requirements

- a) The records generated by the System shall have permanent retention.
- b) The System shall be compliant with the Model Law for Inter-American Law on Access to Information to the extent not inconsistent with other requirements stated herein.
- c) A minimum retention of 6 years shall be defined to for all transactions, pension benefit statements and other documents generated by the modernized system, notwithstanding anything to the contrary under subsection “a” above.
- d) The System shall support long term records retention, for a retention period greater than 10 years, notwithstanding anything to the contrary under subsection “a” above.
- e) The System shall have the ability to compute disposition dates based on the retention schedules and date of record and automatically change disposition dates when retention schedules are updated.

4.4.5.4 Disposition

- a) The System shall have the ability to provide disposition alerting and workflow automation.
- b) The System should have the ability to move records with expired retention to a separate technical workspace and protected from unauthorized or unintentional modification or correct.
- c) The System shall allow all records to be stored in a long term preservation format.

4.4.5.5 Audit

- a) The System shall have the ability to generate detailed records audit report issued by the pensioner, retiree, beneficiary, Fund Secretariat staff and administrators.
- b) The System shall have the ability to filter and sort report data based on configurable values contained in any field or column.
- c) The System shall have the ability to design and generate custom reports as needed by the User and save the reports as official records, pending the records control schedule.
- d) The System shall detect, record and log all unsuccessful attempts to access records or conduct a transaction, tracked by User ID, date, time of failed attempt and location ID.
- e) The System shall provide an audit trail for all query, retrieval and transaction activity.
- f) Audit logs shall be treated as official records.

4.4.5.6 Reporting

- a) The System shall have the ability to generate statements based on a User-defined time period covering beginning and ending pension account balances for active, inactive and terminated User accounts.
- b) The System shall support the ability to generate a requested account transaction and history reporting files over a given time period.
- c) The System shall support the ability to produce a records inventory collection report minimally ordered by authorized Fund Secretariat personnel by participant, retiree, or other Fund beneficiary employee or tax number ID, name, date of hire, work site location, place of residence (country, state or department/province, city/town, street and number, apartment number, postal code), citizenship, immigration status if not a citizen of country where he/she resides, country of origin if a citizen of more than one country.
- d) The System shall support the capture and storage of historical records that govern all account transactions to support an overall financial audit trail.
- e) The System shall have the ability to generate a tabulation of Fund business records generated during a time interval by institution name or ID.
- f) Authorized Fund Secretariat staff shall have the ability to generate records retention and disposition reports, ordered by division, record series and category.
- g) The System must provide the ability to create PDF, CSV or Excel Spreadsheet files for all reports or benefit distribution projections.

4.5 Metadata

4.5.1 Crawl and Capture

- a) The System shall have the ability to crawl, capture and index all metadata associated with each User account including the metadata generated by Fund Secretariat staff.
- b) The System shall allow for the inheritance of metadata from data files migrated into the System and maintain previous information relationships.

4.5.2 Permanent Metadata

Records with permanent retention shall be managed with their associated metadata.

4.5.3 Descriptive Metadata

The System shall store and index the records of all Users in accordance with an industry metadata standard. Sample metadata elements could include but not be limited to:

- a) First Name, Last Name
- b) Unique User ID
- c) Email Address
- d) Social Security Number (SSN)/ Employee Identification Number (EIN)/ Tax Identification Number (TIN)
- e) Physical Mailing Address, City, State, (Zip Code), Country Code
- f) Duty Station
- g) Account Creation Date
- h) Employment Start Date
- i) Employment End Date
- j) Retirement Fund Balance
- k) Retirement Distribution Balance Available
- l) Remaining Retirement Distribution Balance Available
- m) Last Known Transaction Date
- n) Last Known Transaction Amount
- o) Monthly Distribution
- p) User Name

- q) User Mailing Address, City, State (Zip Code), Country Code
- r) User Electronic Mail Address
- s) Electronic Funds Transfer Banking Recipient

4.6 Search Capability

- a) The System shall allow Fund Secretariat staff and all other Users the ability to execute keyword and facet-based search to retrieve account information as requested.
- b) The System shall provide for a browser-based User interface search functionality that can incorporate OAS/RPC business terms to improve search results.
- c) Search results shall only be provided to the requesting OAS/RPC or corresponding User with valid account data access permissions.

5. Installation and Integration with the OAS IT Infrastructure

5.1 Integration Requirement

- a) The System shall support the appropriate REST API's, Java Script Object Notation, Web Services and application connectors such as OBDC and JDBC to enable Users to access all features and functions.
- b) Upon contract award, the vendor shall specify the level of effort and time to complete installation, configuration, testing, User training and System activation within five to twelve months.

5.2 Legacy System Records and Data Migration

- a) The Vendor shall support the migration of legacy Retirement and Pension Fund Account System Records, documents, images and file into the System and map the migrated records into the appropriate User accounts.
- b) The migrated records and data from the legacy system shall also be auto-classified and auto-categorized such that they are accounted for within the new file plan and retention schedule.
- c) The System shall maintain hierarchical or parent-child relationships for the legacy records and component data files upon completed account data migration.
- d) The System shall have the ability to determine if the newly ingested data contains PII in order to accurately classify and categorize the newly ingested data into the appropriate data tables and files.

- e) The System shall have the ability to convert the legacy file types from the Legacy System into Microsoft Office 365 file formats and Adobe Acrobat DC PDF files.
- f) The System shall have the ability to ingest previously scanned and digitally converted files and associate the ingested file to the correct pension beneficiary, retiree or participant account.

5.3 Maintenance

Vendor shall provide a detailed statement of product maintenance, software upgrade and technical consultancy to support the new System.

6. Business Continuity Services

Vendor shall provide a plan for the handling of disaster recovery events and business continuity during periods of System failure, platform changeover, software and hardware maintenance, upgrades or other change management events or natural disasters.

6.1 Disaster Recovery

A disaster event is described as an event that makes the System unavailable for a period of time to the Users. The potential for application file and data to be corrupted, made unusable or now contain erroneous data is a threat to the integrity of the System and Fund management.

The disaster recovery and continuity of operations plan should:

- a) Have policies, tools and procedures to restore System availability and usability.
- b) Have procedures to maintain accurate account data and provide access to it.
- c) Continue processing financial inquiries and transactions accurately and promptly using a “failover” disaster recovery account and User session.
- d) Perform account data backup and account session backup so that in event of a disaster, the account data and last known session activity are not irretrievably lost.

6.2 Continuity of Operations

- a) Vendor shall describe plans and/or procedures to support rapid recovery and restoration of System and application availability including application program interfaces, database and web services connectors.

7. Relevant Standards and Legislation

The following standards and legislative acts were used as reference in the creation of this document.

- a) International Organization for Standardization ISO 15489, Parts 1 and 2 Records Management.
- b) International Organization for Standardization ISO 16175 Guidelines and Functional Requirements for Digital Records Management Systems.
- c) Federal Information Processing Standard (FIPS) 200 of the United States Government
- d) The Privacy Act of 1974 of the United States of America and all rules and regulations for its enforcement.
- e) Bank Secrecy Act of the United States of America and all rules and regulations for its enforcement.
- f) Rule SEC 17 (a) (iv) of the United States Securities and Exchange Commission.
- g) The Patriot Act of the United States of America and all rules and regulations for its enforcement
- h) The provisions of the Internal Revenue Act of the United States of America, together with the corresponding rules and regulations for enforcement, to the extent they apply to qualified governmental pension plans.

8. RFP Requirements

8.1 Right to Reject Proposals

- a) The Secretary-Treasurer of the Fund, upon his own initiative or as directed by the RPC/OAS, reserves the right to reject any and all proposals submitted and to request additional information from all bidders, make no award, require modification to initial proposals or to make partial or multiple awards.
- b) The Secretary-Treasurer of the Fund, upon his own initiative or as directed by the RPC, reserve the right to amend this RFP in writing at any time, and the right to cancel or reissue the RFP. If an amendment or cancellation is issued, it will be published in the same way that the proposal was originally published including and e-mail to all Vendors that submitted a notification of Intent to Propose (Section 8.9).

8.2 Ownership of Deliverables

The RPC/OAS shall be the sole owner of any and all software developed for the creation and operation of the System. To the extent such software incorporates software under current copyright or patents owned by other parties, the Vendor shall secure the corresponding perpetual licenses for the RPC/OAS's use of that software at no additional cost to RPC/OAS, or at a cost that will be included in the entire cost of the System proposed by Vendor, and Vendor shall defend, hold harmless, and indemnify the RPC/OAS, GS/OAS, the Fund Secretariat, and their personnel from any and all suits, legal actions, and complaints arising out of the use of that software for the installation, maintenance, and operation of the System.

8.3 Non-Disclosure of Confidential Information

Due to the confidentiality of any and all the Fund's records and other data under applicable law and in accordance with Fund practices, Vendor will be required to enter into a CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT with RPC/OAS under which it will agree not to disclose any of the Fund's records and other data to third parties without the express written permission of the Secretary Treasurer of the Fund and to indemnify, defend, and hold harmless RPC/OAS from any third-party claims resulting from the acts of Vendor, its personnel, its independent contractors, and its other agents which results in the disclosure or release of any of that data without express written permission of the Secretary Treasurer of the Fund.

8.4 Proposal Preparation Costs

RPC/OAS, GS/OAS, and the Fund Secretariat are not responsible for any costs associated with the preparation, submittal or presentation of any proposal. All such costs are the sole and exclusive responsibility of the Vendor submitting a proposal pursuant to this RFP.

8.5 Contract Provisions

The final contract will be a Performance Contract ("CPR") with RPC/OAS, in accordance with the General Terms and Conditions and forms attached in Exhibit A. The Terms of Reference will incorporate the additional terms and conditions set out in Vendor's proposal as agreed to by RPC/OAS.

8.6 Term of Contract

The term of the contract shall commence upon RPC/OAS' execution of the contract and will extend no longer than the duration of the project required to complete the designated deliverables to RPC/OAS' satisfaction, or a termination date which is specified in the contract itself. RPC/OAS makes no commitment to follow-on work following the termination of the work required under the contract for which this RFP is issued. Subsequent contracts will be at RPC/OAS' discretion.

8.7 Payment Terms

The contract will be a fixed price contract. Fees will be paid on installments concurrent with work completed and delivered to be specified in the Terms of Reference. In addition, there may be financial penalties for non-performance and possible termination for breach in the event Vendor does not timely deliver satisfactory work product in accordance with the schedule for such delivery established in the Terms of Reference.

8.8 Principal Contact

All Vendor communications concerning this RFP must be submitted in writing by email to the Principal Contact identified below. The Principal Contact is the sole point of contact on this RFP. Vendor contact with anyone else associated with the RPC, Fund Secretariat, or GS/OAS is expressly forbidden and may result in disqualification of the Vendor's bid.

Daniel R. Vilarino
Secretary-Treasurer, OAS Retirement and Pension Fund
dvilarino@oas.org

Vendors should not consider their email received by the Principal Contact unless they receive a confirmation email in return. It is the responsibility of the Vendor to ensure their email was received.

8.9 Submitting an Intent to Propose

Each Vendor who plans to submit a proposal to this RFP shall register its intent by sending an email to the Principal Contact (Section 8.8) by 5:00 pm eastern time on November 12, 2020. Submitting an Intent to Propose is not required to submit a proposal to this RFP, but is required to receive amendments, Q&A and any other follow-up information about the RFP.

The following information should be included in the Intent to Propose:

- Vendor's name
- Name and title of Vendor's main contact
- Address, telephone number and email address of Vendor's main contact
- Sentence declaring Vendor's intent to propose

The Intent to Propose is not intended to bind Vendors to submitting a proposal and it may be withdrawn by email at any time before the deadline for submitting a proposal.

8.10 Questions Pertaining to the RFP

Specific questions concerning the RFP should be submitted in writing, via e-mail, to the Principal Contact (Section 8.8) by 5:00 pm eastern time on November 13, 2020. Vendor questions must clearly identify the section of the RFP related to the question being asked. Copies of written questions and responses (Q&A) will be emailed on November 20, 2020 to Vendors who notified an Intent to Propose (Section 8.9).

8.11 Language

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

8.12 Proposal Evaluation

An Evaluation Committee shall review all proposals to determine which Vendors have qualified for consideration. The evaluation will include at least an initial review and a detailed review. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Only those proposals that meet or exceed the intent of the mandatory requirements will continue in the evaluation.

Submitted proposals will be evaluated on the following criteria:

- 50% Quality, clarity and responsiveness of the proposal; proposed solution compliance with specifications; ability to meet the needs of RPC/OAS and the Fund Secretariat
- 20% Proven technical ability to configure, install and support the proposed System; demonstrated ability to work in a cooperative and collaborative manner with clients; references
- 15% Training offering / ease of implementation; ability to expand the System to meet future needs; continuing support of vendor
- 15% Anticipated value and price

OAS/RPC or the Secretary-Treasurer of the Fund may request clarifications of proposals or conduct discussions for the purpose of clarification with any or all Vendors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by RPC/OAS, or the Secretary-Treasurer of the Fund, and shall be after the initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the Vendor shall put such clarifications in writing.

8.13 Presentations and Demonstrations

Presentations and demonstrations may be requested by RPC/OAS, or the Secretary Treasurer of the Fund, to selected finalists as part of the final selection process. These may be done in-person or remotely. These presentations are intended for the selected finalists to demonstrate how their proposal would meet the specific needs of the RFP.

8.14 Discussions and Best and Final Offers

RPC/OAS may, at its sole option, either accept a Vendor's initial proposal by award of a contract or, through the Secretary-Treasurer of the Fund, enter into discussions with Vendors whose proposals are deemed reasonably susceptible of being considered for an award. After discussions are concluded, Vendors may be allowed to submit a "Best and Final Offer" for consideration.

8.15 Proposal Submission Instructions

Proposals shall be submitted no later than **5pm eastern time on December 4, 2020**. Vendor's failure to submit a proposal by the deadline will cause the proposal to be disqualified.

Proposals are to be submitted via email. Submit the proposal as a pdf document attached to an email to the Principal Contact (Section 8.8).

The subject line on the email should state: **Proposal for OAS/RPC Pension Recordkeeping System**. The body of the email should list the following information:

- 1) Name of Vendor
- 2) Vendor's Contact Person
- 3) Vendor's Address
- 4) Vendor's Telephone Number
- 5) Vendor's Email Address

Vendors should not consider their proposal received unless they receive a confirmation e-mail from the Principal Contact in return. It is the responsibility of the Vendor to ensure their proposal was received. RPC/OAS, the Fund Secretariat, and GS/OAS is not responsible for proposals not received due to email delivery issues.

8.16 Proposal Format

8.16.1 Summary of Components:

Proposals must be structured, presented and labeled in the following manner:

- a) Cover Letter
- b) Table of Contents
- c) Section 1 – Executive Summary
- d) Section 2 – Company Background
- e) Section 3 – Company Qualifications
- f) Section 4 – References
- g) Section 5 – Proposed Solution
- h) Section 6 – Implementation Approach
- i) Section 7 – On-going Maintenance and Support
- j) Section 8 – Pricing
- k) Section 9 – Software Licensing and Maintenance Agreements

Failure to follow the specified format, to label the responses correctly or to address all of the subsections may, at the sole discretion of the Fund Secretariat, result in the rejection of the proposal.

8.16.2 Cover Letter

The proposal must include a cover letter that provides the following:

- a) Vendor's legal name and corporate structure
- b) Vendor's primary contact to include name, address, phone and email
- c) Identification of use of subcontractors and scope of work to be performed by subcontractors
- d) Identification of any pending litigation against the Vendor
- e) Disclosure of any bankruptcy or insolvency proceedings in the last 10 years against Vendor, its principal owners, or its predecessor entities
- f) Statement indicating the proposal remains valid for 120 days
- g) Statement that the Vendor or any individual who will perform work for the Vendor is free of any conflict of interest with the RPC, the Fund Secretariat, GS/OAS, or any of the affiliated institutions
- h) Signature of a company officer empowered to bind the Vendor to the provisions of this RFP and any contract awarded pursuant to it

8.16.3 Table of Contents

All pages are to be numbered and figures, tables, charts, etc. must be assigned index numbers and identified in the Table of Contents.

8.16.4 Section 1 – Executive Summary

This section of the proposal should provide a brief and concise synopsis of Vendor's proposal and a description of the Vendor's credentials to deliver the services sought under the RFP.

8.16.5 Section 2 – Company Background

This section of the proposal should identify the following items and should not exceed five (5) pages:

- a) A brief description of the Vendor's background and organizational history
- b) Identify the location of headquarters, technical support and field offices
- c) Identify the location of the office which would serve RPC/OAS and the Fund Secretariat
- d) Identify Vendor's annual company revenues and profit for the last three (3) company fiscal years

8.16.6 Section 3 – Company Qualifications

Vendor should identify company qualifications and experience in implementing solutions similar to what OAS is seeking:

- a) Describe the Vendor's familiarity with integrated accounting and record's management systems.
- b) Describe the Vendor's familiarity with pension and retirement recordkeeping systems; and
- c) Identify other public or private agency installations of the System being proposed.

8.16.7 Section 4 – References

Vendor must provide at least five (5) references, with at least three of the references for systems that have been implemented in the last five years. For each reference, Vendor must provide the following information:

- a) Reference name and contact information (i.e. name, title, address, phone, email)
- b) Brief project description, including software version and modules implemented
- c) Implementation date
- d) Implementation timeline and cost

8.16.8 Section 5 – Proposed Solution

In this section of the proposal, the Vendor should identify and describe the proposed solution. The description must, at a minimum:

- a) Provide a brief solution overview of the solution, specifying whether solution is a Commercially Off-The-Shelf solution or custom hardware/software solution, release history, current release being proposed and number of operational installations for the proposed software solution.
- b) Identify any additional functionality or recommended module or services that were not identified in RFP Section, but that the Vendor recommends that RPC/OAS consider. Include a description of the features and functions of each additional proposed module.
- c) Describe alternative service delivery models available to RPC/OAS and indicate how these might impact the proposed solution.
- d) Confirm ability to conform to the requirements in RFP Section 4 or clearly articulate proposed alternatives.
- e) Describe the conversion methodology and approach to meet RPC/OAS' request to retain and convert all the data from the current Legacy System.
- f) Describe the methodology and approach for assisting in the conversion of current system records and data to the System proposed so that they may be effectively accessed, maintained, and updated under the System.
- g) List and describe all system and application interfaces including database connectors.
- h) Describe interface requirements with the new data management platform used by GS/OAS so as to assure seamless and secure communications between the two systems.

8.16.9 Section 6 – Implementation Approach and Work Plan

Vendor should identify the proposed implementation approach, clearly identifying each phase, the timeline proposed, roles and responsibilities to be performed by Vendor and those to be performed by the Fund Secretariat or others. Vendor should clearly indicate the Fund Secretariat resource requirements needed to meet the proposed schedule and:

- a) Describe the implementation and project management methodology and approach to ensure a successful implementation.
- b) Provide a project organization chart highlighting the key staff who will be assigned to the project, as well as biographies or resumes for the project manager and other key assigned resources.
- c) Provide a detailed work plan that identifies major activities, tasks, deliverables and resources, including data migration methodology and responsibilities.
- d) Describe the roles and responsibilities of Fund Secretariat personnel during each phase of the project.
- e) Describe the roles and responsibilities of Fund Secretariat staff required to maintain and update the System during the first 5 years.
- f) Describe the change management methodology and activities that will be performed during the implementation.
- g) Describe proposed testing approach.
- h) Describe Vendor's User acceptance methodology and the responsibilities of Fund Secretariat and other GS/OAS staff during testing.
- i) Provide time estimate for completion of testing and User acceptance.
- j) Describe Vendor's training methodology and how you ensure Users are prepared to use the System.
- k) Describe how the use of any alternative service delivery models would impact the proposed implementation approach, work plan and level of effort required by Fund Secretariat personnel.

8.16.10 Section 7 – Pricing

RPC and the Secretary-Treasurer of the Fund must be provided with what they need to have a clear and comprehensive understanding of all costs associated with the Fund Integrated Accounting and Records Management System proposed, together with the costs of implementation and ongoing maintenance of that System. In this section, Vendor must itemize all costs associated with the implementation and ongoing maintenance. RPC and the Secretary-Treasurer of the Fund will evaluate proposals based on "Total Cost to Implement (TCI)" and "Total Cost to Operate (TCO)". TCI will include all costs required for a successful implementation. The TCO will be calculated based on TCI plus the first four years of annual maintenance fees.

Vendor's price proposal must detail separately all costs required to complete a successful implementation and must include, but not limited to:

- a) Solution Pricing (Local/On-Premise)
- b) Software Licensing and Maintenance Costs
- c) Solution Pricing (Hosted)
- d) Software Hosting Costs
- e) Implementation Services
- f) Document Conversion Services
- g) Software Installation and Configuration (including queries and reports

- h) Project Management
- i) Business Process Review (if applicable)
- j) Quality Assurance and Testing (include UAT – User acceptance testing)
- k) User Training (initial and on-going)
- l) Documentation
- m) Change Management
- n) Knowledge Transfer / Technical Training
- o) Interface Development
- p) Post-Implementation Service (including post-implementation review and continuing User and technical training)
- q) 3rd Party Products Required or Recommended (including software licenses and estimated fees for on-going maintenance and renewal of same)
- r) Optional Offerings
- s) Professional Service Rates
- t) Consultant Travel and Expenses

8.16.11 Section 8 – Other Requirements

In this section of the proposal, the Vendors should address the following items in a concise manner:

- a) Help desk processes and procedures
- b) Business hours for support (stated in Eastern time)
- c) If different levels of support are offered, please explain how these levels differ
- d) Escalation procedures
- e) Response time commitments
- f) Solution User groups and / or User conferences
- g) The frequency that application patches and releases have been made available within the past two years. In addition, clearly identify the roles and responsibilities of the Fund Secretariat to complete updates.
- h) Hardware configuration and specifications required for the System

8.17 Reference Materials

- The Annual Reports of the Fund can be found in the following Internet site:
<http://www.oas.org/retirementfund/ingles/publications.htm>
- The R&PP, the Codified Regulations and the Provident Plan can be found in the following Internet site:
<http://www.oas.org/retirementfund/ingles/refdocs.htm>
- RPC/OAS CPR Form and General Conditions, Exhibit A.

**9. EXHIBIT A – THE RETIREMENT AND PENSION COMMITTEE OF
THE ORGANIZAION OF AMERICAN STATES PERFORMANCE
CONTRACT**



**THE RETIREMENT AND PENSION COMMITTEE OF THE ORGANIZATION OF AMERICAN STATES
PERFORMANCE CONTRACT**

The Parties, the Retirement and Pension Committee of the Organization of American States ("RPC/OAS") and the Independent Contractor ("the Contractor"), identified as:

- a. Name: _____
- b. Address: _____
- c. If Legal person (Corporation, Partnership, or Limited Liability Company), name and address of agent appointed to receive legal process:
 - i. Name: _____ ii. Address: _____

HEREBY AGREE AS FOLLOWS:

1. **Product or Service:** The Contractor shall furnish RPC/OAS with the product or service ("the Work") described in the Terms of Reference attached as Annex I, which is an integral part of this Contract.

- a. The Project for which the Work is provided is _____
- b. The Place for delivery and/or performance of the Work is: _____
- c. The Dates for delivery and/or performance of the Work are: From: _____ To: _____

2. **Gross Compensation and Payments:** RPC/OAS shall pay the Contractor the total sum of _____ as the entire compensation ("Gross Compensation") for the Work, payable in (type of currency) _____

- a. The Gross Compensation paid to a Natural Person who provides services to RPC/OAS for more than one month in any calendar year under a Performance Contract or series of such Contracts shall be itemized into two categories, "net compensation" and "overhead," as set out in Annex III. (Annex III is inapplicable to and unnecessary for all other types of Performance Contracts.)
- b. Payment of Gross Compensation shall be made in amounts, upon the approximate dates, and upon completion of the following benchmarks, unless otherwise stated in the Terms of Reference.

	<u>Benchmark</u>	<u>Estimated Date</u>	<u>Amount</u>
First:	_____	_____	\$ _____
Second:	_____	_____	\$ _____
Third:	_____	_____	\$ _____
Fourth:	_____	_____	\$ _____
Fifth:	_____	_____	\$ _____
Sixth:	_____	_____	\$ _____

- c. All payments are subject to Contractor's presentation of evidence of completion of the Work and to certification by RPC/OAS's certifying officer that the Work is satisfactory. For purposes of this Contract, RPC/OAS's certifying officer is:
Name: _____ Title: _____

RPC/OAS may unilaterally change the certifying officer and shall notify Contractor of any such change.

3. **General Terms and Conditions:** The Parties are bound by the General Terms and Conditions set out in Annex II, which is an integral part of this Contract.

4. **Contract Modification:** This Contract may be modified only by a writing signed by the duly authorized representatives of the Parties, dated, and annexed hereto. Those representatives are:

- For RPC/OAS: Name: _____ Title: _____
- For the Contractor: Name: _____ Title: _____

Each Party may change its duly authorized representative by advising the other by way of prior written notice.

Signed by the Parties, or their duly authorized representatives, as the case may be, on the date and in the place indicated below:

FOR RPC/OAS

FOR THE CONTRACTOR

Signature: _____
 Name: _____
 Title: _____ Date: _____
 Place: _____

Signature: _____
 Name: _____
 Title: _____ Date: _____
 Place: _____

ANNEX I
TERMS OF REFERENCE*

* The same representatives of the Parties that sign the first page of the Form must sign and date at the end of each Annex.

FOR RPC/OAS

FOR THE CONTRACTOR

Signature: _____

Signature: _____

Date: _____

Date: _____

ANNEX II
GENERAL TERMS AND CONDITIONS

1. Contractor is neither an employee nor a staff member of RPC/OAS or of the General Secretariat of the OAS (“GS/OAS”), and is not entitled to any of the rights, benefits, and emoluments of RPC/OAS or GS/OAS staff members.
2. Contractor undertakes to perform Contractor’s functions under this Contract and to regulate Contractor’s conduct in conformity with the nature, purposes, and interests of the RPC/OAS. Contractor shall complete the Work in accordance with the highest professional standards and shall conform to all governmental pertinent laws and regulations.
3. Contractor accepts full legal responsibility for the Work, including all liability for any damages or claims arising from it, and agrees to hold RPC/OAS and its staff members harmless from all such damages or claims. Contractor shall provide certificates of insurance coverage as RPC/OAS may require for proof of ability to cover such liability.
4. Contractor does not legally represent RPC/OAS, shall not hold himself out as having such powers of representation, and shall not sign commitments binding RPC/OAS.
5. Contractor shall not have any title, copyright, patent, or other proprietary rights in any Work furnished under this Contract. All such rights shall lie with RPC/OAS. At the request of RPC/OAS, the Contractor shall assist in securing the intellectual property rights produced under this Contract and in transferring them to RPC/OAS.
6. All information (including files, documents, and electronic data, regardless of the media it is in) belonging to RPC/OAS and used by Contractor in the performance of this Contract shall remain the property of RPC/OAS. Unless otherwise provided in the Terms of Reference (Annex I), Contractor shall not retain such information, and copies thereof beyond the termination date of this Contract, and Contractor shall not use such information for any purpose other than for completion of the Work.
7. OAS/GS Administrative Memorandum No. 120 "Information Security Policy" and OAS/GS Executive Order No. 15-02 “Policy and Conflict Resolution System for Prevention and Elimination of All Forms of Workplace Harassment” are readily available at <http://www.oas.org/legal/intro.htm>. Contractor certifies that he has read those documents and agrees to comply fully with them.
8. The Gross Compensation paid Contractor constitutes full consideration for the Work. It covers all fees, expenses, and costs incurred by Contractor in providing the Work, as well as Contractor's direct compensation for same.
9. Because Contractor is an independent contractor, RPC/OAS is not responsible for providing social security, workmen's compensation, health, accident and life insurance, vacation leave, sick leave, or any other such emoluments for Contractor and his employees under this Contract. Contractor is solely responsible for providing those benefits, and the Parties have agreed upon the Gross Compensation hereunder to enable Contractor to satisfy that responsibility. At the request of RPC/OAS, the Contractor will provide satisfactory evidence of workman's compensation and other insurance coverage that may be required for all its employees or such Contractors.
10. Contractor warrants that his performance of the Work will not violate applicable immigration laws, and Contractor shall not employ any person for the performance of this Contract where such employment would violate those laws.
11. Unless otherwise specified in this Contract, Contractor shall have the sole responsibility for making Contractor’s travel, visa, and/or customs arrangements related to and/or required for the performance of this Contract, and RPC/OAS shall have no responsibility for making or securing such arrangements.
12. This Contract shall be null and void in the event the Contractor is unable to obtain a valid visa and other permits or licenses necessary to complete the Work in the country where the Contract is to be performed.
13. Unless otherwise specified in this Contract, Contractor shall neither seek nor accept instructions regarding the Work from any government or from any authority external to the RPC/OAS. During the period of this Contract, Contractor may not engage in any activity that is incompatible with the discharge of Contractor’s obligations under this Contract. Contractor must exercise the utmost discretion in all matters of official business for RPC/OAS. Contractor may not communicate at any time to any other person, government, or authority external to RPC/OAS any information known to him by reason of his association with RPC/OAS which has not been made public, except in the course of the performance of Contractor’s obligations under this Contract or by written authorization of the Chair of the RPC/OAS, the Secretary-Treasurer of the Fund or his designate; nor shall Contractor at any time use such information to private advantage. These obligations do not lapse upon Contract termination. Failure to comply with these obligations is cause for termination of this Contract.
14. Unless specifically provided for in this Contract¹ in accordance with CPR Rule 5.13.1, the Contractor may not directly supervise a RPC/OAS staff member or direct a project or mission that requires the Contractor to supervise RPC/OAS staff members.

1. Any such provision must comply with the requirements of CPR Rule 5.13.1 in GS/OAS Executive Order No. 05-04, Corr. No. 1 at <http://www.oas.org/legal/english/gensec/EXOR0504CORR1.doc>

15. Contractor shall not openly participate in campaign activities for or otherwise openly support and or promote any candidate for elected positions in the OAS; nor shall Contractor use the facilities of the RPC/OAS and/or its staff provided to him under this Contract to support and promote the candidacy of any candidate for an elected position in the OAS.
16. RPC/OAS may terminate this Contract for cause with five days' notice in writing to the Contractor. Cause includes, but is not limited to: failure to complete the Work in accordance with professional standards or to otherwise deliver conforming goods and services; failure to meet deadlines; conduct which damages or could damage relations between the OAS and a member state; fraudulent misrepresentation; criminal indictment; sexual harassment; workplace harassment; bankruptcy; conduct incommensurate with the requirements for participation in OAS activities; and breach of any of the provisions of this Contract.
17. Either party may terminate this Contract for unforeseen circumstances by giving at least thirty days' notice in writing to the other. Unforeseen circumstances include, but are not limited to, modifications to the Program-Budget of the OAS; modifications of the budget of the Office of the Secretary-Treasurer of the Retirement and Pension Fund; lack of approved funds in the OAS Program-Budget for the corresponding program or project; failure of a donor to provide fully the specific funds which were to finance this Contract; an act of God; and the Secretary General's, a member state's, the RPC/OAS's or the Secretary-Treasurer's desire to discontinue the Work.
18. In the event this Contract is terminated with or without cause, Contractor shall submit to RPC/OAS all of the Work completed and shall receive payment for only that portion of the Work completed to the satisfaction of RPC/OAS up until the date of termination.
19. Contractor certifies that:
 - a. Neither the Contractor nor any of its senior officers and employees, on the date of the signing of this Contract, is a relative of any RPC/OAS or GS/OAS staff member above the P-3 level or of a representative or delegate to the OAS from a OAS Member State. The term "relative" includes spouse, son or daughter, stepson or stepdaughter, father or mother, stepfather or stepmother, brother or sister, half brother or half sister, stepbrother or stepsister, father or mother-in-law, son or daughter-in-law, brother or sister-in-law.
 - b. He is not incompetent to enter into this Contract, is not on trial in a criminal court of any of the member states, and has never been convicted of a felony or of any crime involving dishonesty, fraud or theft in any member state.
 - c. Completion of the Work shall not interfere with the completion of work for which he is responsible under any other contract with RPC/OAS or GS/OAS.
20. Contractor shall not employ a staff member of RPC/OAS or GS/OAS or a relative of a staff member as defined in Paragraph 19(a) above to perform the Work, nor shall Contractor permit any staff member of RPC/OAS or GS/OAS, or any relative of the staff member, as defined in that Paragraph, to receive any personal financial benefit deriving from this Contract or the Contractor's contractual relationship with RPC/OAS.
21. Contractor shall not assign this Contract or any element thereof, without the prior written consent of RPC/OAS.
22. Upon written notice by either Party to the other, any dispute between the Parties arising out of this Contract may be submitted to either the Inter-American Commercial Arbitration Commission or the American Arbitration Association, for final and binding arbitration in accordance with the selected entity's rules. The law applicable to the Arbitration proceedings shall be the law of the District of Columbia, USA, and the language of the arbitration shall be English.
23. Nothing in this Contract constitutes an express or implied waiver by RPC/OAS, OAS, or GS/OAS of their privileges and immunities under the laws of the United States of America or international law.
24. This Contract shall enter into effect on the date on which it is signed by both Parties. Provided, further, that this Contract shall have no legal effect until it has been signed by both Contractor and a duly authorized representative of the RPC/OAS.
25. The law applicable to this Contract is the law of the District of Columbia, USA.
26. This Contract, including Annexes I-II, constitutes the entire agreement between the Parties, and any representation, inducement, or other statements not expressly contained herein shall not be binding on the Parties and shall have no legal effect.
27. The masculine terms employed in this Contract should be understood to apply to males, females and legal persons; singular pronouns should be understood to apply to the plural, when appropriate.
28. Contractor 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.

FOR RPC/OAS

FOR THE CONTRACTOR

Signature: _____

Signature: _____

Date: _____

Date: _____