

**ANNEX A**

**TERMS OF REFERENCE**

**FOR**

**OAS SERVICE HUBS (OAS/Hubs) Local Personnel**

**1. Objective**

The Secretary of Administration and Finance (SAF) of the General Secretariat of the OAS (GS/OAS) seeks to contract with one or multiple vendors, to provide payroll, Human Resources (HR), and other workforce member services in support of OAS/Hubs Local Personnel in its Member States, ensuring compliance with local labor standards<sup>1</sup>. Bidders should submit bids to provide these services to one or a combination of the following initial countries: Costa Rica, Dominican Republic, Panama. Additionally, as the GS/OAS envisions expansion to other locations in the Americas, including the twenty-seven locations with Offices of the General Secretariat in Member States (OGSMS)<sup>2</sup>, bidders may submit proposals for these and other locations in the Americas. The GS/OAS reserves the right to select proposals which include locations beyond the initial three countries. To this end, Bidders should provide the GS/OAS with information on their local offices or partners in the Americas (North, Central & South America, and the Caribbean).

The GS/OAS anticipates that many new Local Personnel will primarily telework<sup>3</sup>, but some will work from premises provided by the GS/OAS.

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<sup>1</sup> OAS/Hub workforce hired as Local Personnel, according to local labor laws governing pay scales, benefits, and employment termination and severance costs, in adherence to [Article 24 \(b\) of the General Standards](#)

<sup>2</sup> The OGSMS, also known as National Offices, represent the OAS General Secretariat in their host country: Antigua and Barbuda, Barbados, Belize, Bolivia, Costa Rica, Dominica, Ecuador, El Salvador, Grenada, Guatemala, Guyana, Haiti, Honduras, Jamaica, Mexico, Nicaragua, Panama, Paraguay, Peru, Dominican Republic, Saint Kitts and Nevis, Saint Vincent and the Grenadines, Suriname, The Bahamas (Commonwealth of), Trinidad and Tobago, Uruguay.

<sup>3</sup> Telework: a modality of alternative work arrangement that allows eligible workforce members to perform their official functions from an alternate and remote worksite, not on General Secretariat premises. OAS/Hub positions are designated for performance primarily or fully via telework.

## **2. Purpose of Required Service for OAS Service Hubs**

The HR Firm/Service Provider must provide proof of legal incorporation in one or a combination of the following initial countries: Costa Rica, Dominican Republic, and/or Panama, as well as an option that includes expansion to other OAS Member States. The GS/OAS will give preference to those companies with a direct legal presence in those countries as well as in the rest of the region, versus those working through partners/subcontractors.

The HR Firm/Service Provider must have the ability to serve as an Employer of Record (EOR)<sup>4</sup> and engage in third party hiring. GS/OAS intends to remain the employer of record in most cases but would like to have the option where the firm takes on that responsibility.

The HR Firm/Service Provider should also include a payroll platform. This platform should preferably be a web-based application where the HR Firm/Service Provider, GS/OAS, and project managers will plan, coordinate, and track all the payroll-related activities and data. It should include a module/mobile app to track payroll, leave, etc. of hired talent i.e., OAS/Hubs Local Personnel.

All proposals should include, at a minimum, the following information:

- i. Estimated charges on a per employee basis. This is preferred to a percentage-of-salary basis.
- ii. Annual fees for auditing/reporting, and any other charges.
- iii. An estimated cost for providing HR back-office support for in-country hiring based on the job descriptions provided.
- iv. The minimum number of hires per contract.

The term of the Contract shall be for one (1) year, with an option to renew thereafter for successive twelve-month periods, up to four (4) years.

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<sup>4</sup> An Employer of Record (EOR) is an organization that serves as the employer for tax purposes while the employee performs work for a different company. The EOR takes on the responsibility of traditional employment tasks and liabilities.

### 3. Scope of the Service

#### 3.1. SERVICE A: HYBRID MODEL

The GS/OAS is the Employer of Record, hired talent is OAS/Hub Local Personnel, the Human Resources HR Firm/Service Provider, offers payroll services, in addition to the services listed below:

##### 3.1.1 Services to be provided by the HR Firm/Service Provider

- a) Employment Relationship: Rights and benefits associated with employment in the areas of labor law and social security.
  
  - b) Employer of Record services: functions of human resources and legal teams, including payroll, benefits, taxes, and compliance.
  
  - c) Reporting and Payroll System:
    - i. The HR Firm/Service Provider delivers reports on payroll and benefits processed (bonuses, vacations, etc.)
    - ii. The HR Firm/Service Provider's software should allow the GS/OAS to establish a single organizational account, but also has the option to create sub-accounts.
    - iii. Whether the payroll report/invoice (sent to OAS in advance of the transfer of funds) offers a global sum as well as a detailed breakdown of the amounts owed by sub-organization.
    - iv. Whether individual sub-organizations would need to establish separate payrolls with the HR Firm/Service Provider and maintain a separate account.
  
  - d) Automated Personnel Management System: HR Firm/ Service Provider offers software applications to manage personnel, i.e., vacations, attendance, sick leave.
- Please Note: The above-mentioned services are required. The following services should be priced separately since OAS may choose not to use them.***
- e) Salary Information: the HR Firm/Service Provider offers salary information based on

market analysis, for instance giving the OAS a range of salaries applicable to an employment category or the job description provided.

- f) Recruitment, selection, and onboarding services: The HR Firm/Service Provider supports these activities through the publication of job openings, and provision of guides or e-tools for the local hires.
- g) Other additional services<sup>5</sup>: covering expenses related to travel planning, per diem, air tickets, hotels, and visa fees; background checks; language and translation services; etc.

### **3.1.2 Services to be provided by OAS**

In-Country representation: Legal in-country representation and an existing OAS National Office (physical premises).

### **3.2. SERVICE B: HR FIRM OUTSOURCING SERVICE MODEL**

The HR Firm/Service Provider offers all other services including acting as the Employer of Record (EOR)

The HR Firm/Service Provider acts as EOR and provides all the services listed below:

- a) In-Country representation: Legal in-country representation (in at least one of the initial countries: Costa Rica, Dominican Republic and/or Panama). Having its own legal entity versus a partner is preferred.
- b) Employment Relationship: Rights and benefits associated with employment in the areas of labor law and social security consistent with the governing laws and regulations of the OAS/Hub host country.
- c) Employer of Record services: functions of human resources and legal teams, including payroll, benefits, taxes, and compliance.
- d) Reporting and Payroll System: The HR Firm/Service Provider delivers reports on

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<sup>5</sup> In compliance with the OAS Travel Policy

payroll and benefits processed (bonuses, vacations, etc.)

- i. The provider's software allows the OAS to establish a single organizational account that also has the option to create sub-accounts.
  - ii. Whether the payroll report/invoice (sent to the OAS in advance of the transfer of funds) offers a detailed breakdown of the amounts owed by sub-organization.
  - iii. Whether individual sub-organizations would need to establish separate payrolls with the HR Firm/Service Provider and maintain a separate account.
- e) Automated Personnel Management System: HR Firm/ Service Provider offers software applications to manage personnel, i.e., vacations, attendance, sick leave.

***The above services are required. The following services should be priced separately since OAS may choose not to use them.***

- f) Salary Information: the HR Firm/Service Provider offers salary information based on market analysis, for instance giving the OAS a range of salaries applicable to an employment category or job description provided.
- g) Recruitment, selection, and onboarding services: the HR Firm/Service Provider supports these activities through the publication of job openings, and provision of guides or e-tools for the local hires.
- h) Other additional services<sup>6</sup>: covering expenses related to travel planning, per diem, air tickets, hotels, and visa fees; background checks; language and translation services; etc.

## **4. Quality Assurance and Reporting**

**4.1** The HR Firm/Service Provider is responsible for all aspects of quality assurance and quality control for the services provided and will design and implement an appropriate quality assurance and control program.

**4.2** In addition to the HR Firm's/Service Provider's quality assurance program, the Provider

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<sup>6</sup> In compliance with the OAS Travel Policy

agrees, at a minimum to: (a) meet monthly with the GS/OAS Project Manager (PM) to review performance and ensure that it is consistent with the Contract Documents; (b) prepare a report of any remedial action required, and (c) attend quarterly contract review meetings attended by representatives of both GS/OAS and HR Firm/Service Provider Management.

## **5. Transition service obligations**

**5.1** The HR Firm/Service Provider shall cooperatively work with the GS/OAS to assist with a seamless transition, by providing the following assistance:

- i. Release and transition of all relevant records and related documents and/or data, hardcopy, and electronic versions, to the GS/OAS or its designated contractor within 30 days from the date of receipt of the request.
- ii. Release of any equipment, tools, and/or resources operated by the HR Firm/Service Provider, but owned by the GS/OAS within 30 days from the date of receipt of the request: and
- iii. Provide any other relevant information and communication (verbal or otherwise) to the GS/OAS that may impact the successful performance of work.

**5.2** The HR Firm/Service Provider will use its best efforts to cooperate with any successor company to assure the GS/OAS is provided continued and uninterrupted service during the Transition Service Period.

**5.3** The Service Provider will not reassign dedicated management personnel during the Transition Service Period without consent from the GS/OAS and such consent will not unreasonably be withheld by the GS/OAS.

**5.4** At the prescribed time, before the completion of the Contract, the HR Firm/Service Provider shall participate in a scheduled meeting(s) with the GS/OAS and its designated incoming contractor to communicate any outstanding matters and to identify any actions and/or data that will be transitioned as required. This shall occur before the sign-off or transition of any materials.

**5.5** Under no circumstance shall the HR Firm/Service Provider withhold information that is vital to the successful transition of the services to the GS/OAS and/or the incoming contractor.

**5.6** Final invoices may be subject to being withheld until all transition services are completed to the satisfaction of the GS/OAS.

**5.7** The entire phase-out period shall be 60 days (about 2 months), after which, the HR Firm/Service Provider shall surrender any other required GS/OAS data/documents or equipment to the GS/OAS PM for coordination.

## **6. Invoicing and Payment**

**6.1** Payment shall be made to the HR Firm/Service Provider through its designated bank account. Payments are made at the beginning of the month following the billing period.

**6.2** Each electronic invoice shall contain such data as the GS/OAS may require for processing Orders. If all required information is not received, it shall be the responsibility of the HR Firm/Service Provider to correct the billing information and resubmit the bill. Until GS/OAS receives complete electronic billing, GS/OAS shall not be required to make payment.

**6.3** Invoice details (electronic and paper) must include:

- 6.3.1** OAS Purchase Order numbers,
- 6.3.2** Invoice numbers, and
- 6.3.3** Amounts due.

## **7. GS/OAS Name/Logo**

**7.1** The HR Firm/Service Provider may not use the GS/OAS' name and/or logo in any manner other than below without first obtaining written permission from the GS/OAS Director of the Department of Procurement and Management Oversight (DPMO).

**7.2** The HR Firm/Service Provider may, without prior approval of the GS/OAS, use the GS/OAS' name among its references in its customer lists or resumes. Any other use of the GS/OAS' name, including use of the GS/OAS' logo or discussion of the goods delivered or services performed by the HR/Firm Service Provider or the GS/OAS, is not authorized.

## **8. Compensation Schedule**

The HR Firm/Service Provider shall submit a proposal for payments that include all charges and fees and must be disclosed in full detail. This proposal must list non-commission fees, including charges for other services described in the scope of work. For all payments, the Compensation Schedule must identify the circumstances under which the compensation would be due.