

APPENDIX 3

TRAVEL MANAGEMENT SERVICES CONTRACT

This Contract (the "Contract") is made between _____, (hereinafter referred to as "Contractor" or "Travel Manager Company" or "TMC") a Corporation with its principal office located at _____, and the General Secretariat of the Organization of American States (hereinafter referred to as "GS/OAS"), a public international organization with its principal office located at 1889 F Street, N.W., Washington, D.C.

WITNESSETH:

WHEREAS, the GS/OAS desires to obtain off-site travel management services for the GS/OAS' travelers in accordance with GS/OAS policy;

WHEREAS Contractor is willing to provide those services;

NOW, THEREFORE, in consideration of the mutual Contracts and undertakings contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF WORK

The Travel Manager Company (TMC) shall provide qualified personnel, technology, tools, techniques, materials, equipment, experience and whole of the activities, services, materials, equipment, software, matters and things required to be done, delivered or performed by TMC to provide the services as defined in this Contract and in accordance with the Travel Management Service Terms of Reference, attached hereto as **Annex 2**, and in accordance with TMC's Proposal Response to the GS/OAS' Request For Proposal of BID No. _____, dated _____; both of which (Proposal and Request for Proposal) are incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Contract shall commence on _____, 2017 (hereinafter referred to as "Commencement Date") and shall continue until _____, 2018 and may be extended, at the GS/OAS's sole option, for up to an additional five (5) year period.

3. REMUNERATION

The GS/OAS makes no guarantee of a minimum annual or cumulative volume under this Contract. In consideration of all services rendered under this Contract, the GS/OAS agrees to pay for services satisfactorily provided at the rate/fee set forth in **Annex 5**.

4. PAYMENT

4.1 A central billed account with a leading credit card company will be utilized by GS/OAS to

pay the Contractor for charges incurred when purchasing airline tickets.

4.2 TMC shall provide detailed supporting information upon the GS/OAS's request to substantiate or clarify any charge.

5. TAX EXEMPTION

The GS/OAS is exempt from sales taxes in all local, state and federal jurisdictions of the United States of America. TMC shall not invoice GS/OAS for any U.S. taxes when invoicing or otherwise soliciting payment from GS/OAS for services rendered by the TMC.

6. RELATIONSHIP OF PARTIES

Nothing contained in the entire Contract shall be construed as the establishment or creation of a relationship of employer and employee between the TMC and the GS/OAS, it being agreed that the position of the TMC and anyone else performing any of the Work hereunder is that of an independent contractor. The employees of TMC engaged in performing Work hereunder are employees of TMC for all purposes and will under no circumstances be deemed to be employees of the GS/OAS.

7. PERSONNEL OF TMC

7.1 TMC shall supervise the performance of the Work to ensure compliance with the Contract including all specifications and schedules.

7.2 If requested by the GS/OAS, TMC shall submit qualifications of key personnel to perform Work under this Contract and such qualifications shall be reviewed by the GS/OAS prior to assignment or commencement of any Work under this Contract. Personnel with satisfactory qualifications for the Work shall be assigned for the duration of this Contract as required.

7.3 TMC agrees to assume full responsibility for any and all liability to its employees on account of injury, disability, and death resulting from, or sustained by, said employees in the performance of the Work defined herein.

7.4 At the GS/OAS's request, TMC shall remove its personnel due to nonperformance while performing Work and shall upon the GS/OAS's request make all reasonable efforts to assign new personnel for performance of the Work. In addition, if during this Contract the TMC at its own initiative removes or substitutes key personnel assigned to the GS/OAS, TMC shall assume the cost of ensuring that newly assigned personnel are adequately trained prior to assuming the account..

7.5 TMC agrees to use commercially reasonable efforts to ensure that all key personnel performing Work under this Contract are not relatives (1) of an active GS/OAS staff or

(1) Spouse, mother, father, brother, sister, child, uncle, aunt, nephew, niece, (son-daughter-brother-sister) in law, grandparent, grandchild, first cousin, step- (parent-children-brother-sister), (parent or

subject to any work restrictions by virtue of his/her former employment with the GS/OAS. If it becomes known that any of TMC's key personnel performing the Work is a GS/OAS staff relative, TMC shall promptly replace such personnel with one having equivalent skills at no additional cost to the GS/OAS.

8. SUB-CONTRACTING

TMC may subcontract a portion of the Work hereunder with the prior written approval of the GS/OAS. TMC shall properly direct and control its sub-contractors and shall have full responsibility for all Work, whether performed by TMC or its sub-contractors. TMC shall ensure that any and all sub-contractors shall be bound to the terms and conditions of this Contract.

9. PERFORMANCE STANDARDS

TMC shall perform the Work hereunder with care, skill and diligence in accordance with the standards of professional skill and care common to the profession. TMC shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Work performed under this Contract.

10. ACCESS TO AND INSPECTION OF WORK

The GS/OAS shall at all times have access to the Work being performed under this Contract wherever it may be in progress or preparation. The GS/OAS shall have the right to comment at any time on TMC's performance and to request modifications in performance and in preparation of the Work within the scope of this Contract.

11. REPORTING

TMC and the GS/OAS shall mutually agree to the frequency of meetings and reports required to monitor and track the activities of this Contract, however it shall be TMC's responsibility for ensuring that such meetings are conducted and such reports are submitted to the GS/OAS.

12. CONFIDENTIALITY

12.1 The TMC and its employees or agents are aware that in discharging their obligations pursuant to this Contract, they may have access to privileged, confidential and/or proprietary information of the GS/OAS or of another but in possession of the GS/OAS including without limitation the GS/OAS's financial, statistical, marketing, business and personnel information, projections, plans, forecasts, reports, service capabilities or any other data or information collected and gathered in the provision of the Work and relating to the GS/OAS's business and any information whether written or oral identified as confidential by the GS/OAS, is confidential information of the GS/OAS ("Confidential Information"). Under no circumstances, except with the GS/OAS's

grandparent)-in law, and spouses of brothers-in-law or sisters-in-law, great (grandchild-uncle-aunt-nephew-niece-grandparent)

express written permission, shall TMC and its employees or its agents copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose to any person or organization, in any manner or form, now or after the expiration of the Contract, such Confidential Information or any part thereof.

12.2 Upon request by the GS/OAS or upon completion of the Work, TMC will immediately return to the GS/OAS at TMC's expense all Confidential Information of the GS/OAS and any other GS/OAS documents or data and all copies thereof.

13. RIGHTS IN INTELLECTUAL PROPERTY

All reports, studies, plans, drawings, source code, technical data, specifications, deliverables and any other material prepared by or worked upon by TMC exclusively for the GS/OAS under this Contract are the sole and exclusive property of the GS/OAS and as such the GS/OAS has exclusive title, rights and interest in all such material including the right of dissemination, reproduction and publication. All such material shall be considered Confidential Information of the GS/OAS.

14. ADVERTISING OF AWARD

TMC shall obtain the prior and express written consent of the GS/OAS before using the GS/OAS' name for any purpose.

15. WARRANTIES

15.1 TMC represents and warrants that it is experienced in and familiar with all aspects of the Work to be provided under the terms of this Contract. If any Work has been commenced or performed prior to the issuance of this Contract, such Work shall be subject to the terms and conditions of this Contract.

15.2 TMC represents and warrants that each of its employees or agents performing Work under this Contract shall abide by the confidentiality obligations established herein and in addition TMC represents and warrants as part of its employment or contracting process that all of its employees or agents having access to Confidential Information will be advised of their obligation hereunder with respect to the GS/OAS' Confidential Information. In addition, the GS/OAS may request TMC to sign a Non-Disclosure Contract prior to performance of any Work under this Contract.

15.3 TMC represents and warrants that it is properly licensed, qualified, equipped, organized and financially able to perform the Work in accordance with all applicable laws, ordinances, codes and regulations.

15.4 TMC represents and warrants it has the full legal right and corporate power and authority to enter into and perform all its obligations under this Contract.

15.5 TMC represents and warrants that all Work delivered hereunder shall be materially free from defects and errors and conform to the requirements of this Contract. If any failure to meet the foregoing warranty appears ninety (90) days after Work is

accepted by the GS/OAS, TMC shall again perform the Work to remedy such failure at TMC's sole expense.

- 15.6 TMC represents and warrants that the personnel used in the performance of the Work hereunder will have the qualifications, skills and experience necessary to perform the Work and will have the work record as represented to the GS/OAS.
- 15.7 TMC warrants that any product, equipment, software, methodology, design, device, material, process, report, trademark, documentation or information provided to the GS/OAS or used in connection therewith does not violate or infringe upon any patent, copyright, trade secret or other proprietary right of any third party and hereby indemnifies and holds the GS/OAS, its officers, agents and employees harmless for any losses, damages, liabilities, causes of action, judgments, costs, or expenses, including attorneys' fees, which may result from the breach or alleged breach of this warranty.
- 15.8 At no additional cost to the GS/OAS, TMC agrees to replace any infringing part and to provide any service necessary to maintain the level of performance thereof, provided, however, that upon notice of an infringement or alleged infringement, the GS/OAS shall have the right to terminate this Contract upon written notification to TMC.
- 15.9 TMC takes full responsibility for any errors or mistakes with respect to its Proposal Response to the GS/OAS' RFP of BID No. _____. The TMC has used its best efforts to ensure the accuracy, reliability and completeness of its Proposal, and agrees that any cost of any modification of proposal or contract terms based on TMC's error in the information it has provided with its proposal shall be borne solely by TMC.

16. INDEMNIFICATION

- 16.1 TMC agrees to defend, indemnify, and hold the Organization of American States, GS/OAS, its officers, employees, agents, and invitees harmless from and against all claims, liabilities, causes of action, judgments, damages, costs and expenses, including but not limited to reasonable attorneys' fees, each and all of them may sustain by reason of damage or injury caused by TMC, its officers, agents and/or employees either by wrongful or negligent act or omission, including, but not limited to any unauthorized use or disclosure of confidential or proprietary information of the GS/OAS or of another but in possession of the GS/OAS or improper or defective Work. TMC further agrees to defend, indemnify and hold the GS/OAS, its officers, employees and agents harmless from and against any employment-related claims made by personnel engaged to perform Work hereunder.
- 16.2 Contractor is liable to GS/OAS and shall indemnify GS/OAS for losses to GS/OAS' property sustained through any acts committed by TMC's employees, agents, and/or subcontractors acting alone or in collusion. Such acts include, but are not limited to, actual destruction, disappearance, or wrongful abstraction of property, money, or securities.

16.3 The provisions of this clause shall not be so construed as to affect any waiver of subrogation rights on the part of any insurance company, as provided in any policy of insurance covering GS/OAS.

17. INSURANCE

17.1 For the duration of the Contract, TMC shall purchase and maintain in a company or companies, to which the GS/OAS has no reasonable objection, such insurance as will protect the Contractor, the GS/OAS, and the OAS, from claims set forth in the previous clause, which may arise from operations under this Contract by the TMC or by a subcontractor of the TMC or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. TMC is required to carry insurance with limits equal to or greater than those set forth in the table below:

Commercial General Liability	\$1,000,000 Personal/Bodily Injury \$1,000,000 Each Occurrence \$2,000,000 Products/Completed Operations Aggregate \$2,000,000 General Aggregate, per premises aggregate
Business Automobile	\$1,000,000 Each Accident
Worker's Compensation	Statutory Limits or \$500,000, whichever is greater, based on the benefits levels of the deemed state of hire
Employer's Liability	\$1,000,000 Bodily Injury by Accident Per Employee \$1,000,000 Bodily Injury by Disease Per Employee \$1,000,000 Bodily Injury by Disease Policy Limit
Umbrella/Excess Liability	\$10,000,000 Each Occurrence \$10,000,000 Aggregate, per Project

The above insurance limits may be subject to adjustment in the event that the Parties agree to extend the period of this Contract.

17.2 TMC shall name the GS/OAS as an additional insured under such policies, and shall provide the GS/OAS with a certificate evidencing the above insurance coverage.

17.3 Should any of the above described insurance policies be cancelled before the expiration date indicated in the respective certificate provided to the GS/OAS, the TMC shall give to the GS/OAS written notice and provide a new certificate of insurance that evidences the insurance policy required.

17.4 TMC shall require all subcontractors to have insurance having the same or similar coverage as that specified above in paragraph 17.1. TMC is required to provide GS/OAS with proof of those insurance policies on request.

17.5 Contractor's liability insurance shall include contractual liability insurance sufficient to cover Contractor's obligations under paragraph 17.1, above

17.6 Nothing in any other provision of the entire Contract between TMC and the GS/OAS shall be interpreted as diminishing legal responsibility as specified in the clauses above.

18. PRIVILEGES AND IMMUNITIES

18.1 Nothing in this Contract shall constitute a waiver, express or implied, of the privileges and immunities of the GS/OAS, its employees or its assets, in accordance with the laws of the United States of America, the Charter of the Organization of American States, relevant international agreements, and pursuant to general principles and practices of international law.

18.2 TMC is not entitled to any of the exemptions, privileges or immunities, which the GS/OAS may enjoy arising from OAS status as a public international organization.

19. ARBITRATION

Any dispute or difference arising out of, or in connection with, this Contract or the breach thereof which cannot be amicably settled between the Parties through Alternative Dispute Resolution (ADR) procedures, if any, as may be agreed to by the Parties, shall be arbitrated in Washington, D.C. under the Rules of Commercial Arbitration of the American Arbitration Association by one arbitrator appointed in accordance with these Rules. Any resulting arbitral decision shall be final and binding on both parties. The Law applicable to the arbitration proceeding shall be the Law of the District of Columbia.

20. NOTICES

Any notice or request required to be given or made under this Contract shall have been duly made or given when delivered by hand or by certified mail to the party addressed as follows:

The General Secretariat of the Organization of American States
Department of Procurement Services
1889 F Street, N.W.,
Washington, D.C. 20006
Attn: Alex P. Grammer, Director, Department of Procurement Services

TMC _____

21. MODIFICATIONS, EXTRAS AND AMENDMENTS

All amendments and/or revisions for modifications, additions, or deletions to this Contract shall be in writing and TMC shall provide a written proposal for such contemplated change. Such change shall not be effective until accepted in by the GS/OAS Secretary for Administration and Finance. In the event TMC effects any changes at the direction of any GS/OAS personnel other than the Secretary for Administration and Finance, such changes

shall be deemed to have been made without proper authority and no adjustment will be made in the Contract to cover any increase in costs incurred as a result thereof.

22. TERMINATION

22.1 The GS/OAS may terminate this Contract in whole or in part for its convenience upon fifteen (15) days written notice to TMC of its intent to terminate and shall pay TMC for Work satisfactorily performed up to the date of such termination.

22.2 Furthermore, the GS/OAS may terminate this Contract, by giving written notice to TMC, immediately at any time if: 1) By reason of strike, war, riots, national emergency, natural catastrophe, or Acts of God, performance by the TMC of its obligations hereunder is substantially impaired for a prolonged period of time, 2) TMC files a petition under a bankruptcy act, is adjudicated bankrupt, or has a receiver appointed for its business; 3) TMC makes assignment of or subcontracts any of its obligations or rights under this Contract without the GS/OAS's prior written consent; or 4) TMC fails to correct any breach of contract within ten (10) days after receipt of written notice of such breach by the GS/OAS; 5) TMC and the GS/OAS fail to reach mutual agreement regarding any modification contemplated to this Contract; 6) TMC has failed to maintain appropriate standards of performance as required by the terms of this Contract and has failed to respond appropriately to a request for modification of such performance; 7) TMC's ability to perform is diminished due to unforeseen events; 8) modifications to the Program-Budget of the OAS; and 9) lack of approved funds in the OAS Program-Budget for the corresponding program or project and/or failure of a donor to provide fully the funds which were to finance this Contract.

23. LIMITATION

TMC's obligation to procure transportation tickets or to perform any other services will at all times be conditioned upon availability and subject to any and all third party tariffs, terms, conditions and GS/OAS policy in the provision or offering of such tickets and services. TMC shall not be liable or responsible in any way for any accident, loss, injury or damage to any GS/OAS employee or guest or those persons traveling with such GS/OAS employee or guest nor for any employee's, guest's, or person's property caused by any third party in connection with tickets, transportation or other services arranged for or provided by TMC, their employees or representatives.

24. ASSIGNMENT

Neither party shall assign this Contract in whole or in part, or any of its responsibilities and obligations hereunder, without the prior written consent of the other party.

25. NONEXCLUSIVITY

Nothing in this Contract will be construed to restrict the GS/OAS' soliciting, purchasing or performing work similar or identical to the Work being performed by TMC.

26. CONFLICT OF INTEREST

26.1 The parties agree to observe the highest ethical standards and administrative transparency in all actions and activities related to this Contract. In addition, TMC shall not employ a staff member of GS/OAS or a relative of a staff member as defined in paragraph 26.2 below to perform the Work hereunder, nor shall TMC permit any staff member of GS/OAS or any relative of the staff member, as defined in paragraph 26.2, to receive any personal financial benefit deriving from this Contract or the Contractor's contractual relationship with GS/OAS. Failure to comply with this provision shall constitute grounds for anticipatory termination of this Contract, pursuant to paragraph 22.2.

26.2 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.

27 FORCE MAJEURE

Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control.

28 INTEGRATION

The terms and conditions of this Contract including any attachments incorporated herein and attached hereto, embody the whole of the Contract. There are no promises, terms, conditions or obligations other than those contained herein. This Contract shall supersede all previous communications, representations or Contracts, either oral or written, between the parties hereto.

FOR: General Secretariat of the
Organization of American States

FOR:

By:

By:

Name: Jay N. Anania
Title: Secretary for Administration and Finance
Date:

Name:
Title:
Date: