

**ANNEX C
MODEL CONTRACT FOR STOCKLESS OFFICE SUPPLIES**

CONTRACT

by and between the

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

and

_____ **[FULL NAME OF VENDOR]**

for

STOCKLESS OFFICE SUPPLIES

This Contract is made this ___ day of _____ in the year 2022 by and between GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES (hereinafter referred to as the "GS/OAS"), having its principal office at 1889 F Street, N.W., Washington, DC 20006, and _____ [FULL NAME OF VENDOR] (hereinafter referred to as the VENDOR"), a corporation incorporated under the laws of _____ having a principal place of business at _____.

ARTICLE 1. CONTRACT DOCUMENTS AND SCOPE OF WORK

- 1.1 VENDOR shall provide to GS/OAS Office Supplies as stipulated in Annex A.
- 1.2 The Contract Documents shall consist of:
 - 1.2.1 This Contract;
 - 1.2.2 The Statement of Work (Annex A);
 - 1.2.3 The Price Schedule (Annex B); and
 - 1.2.4 VENDOR's Proposal dated _____, 2022 (Annex C), incorporated herein by reference.
- 1.3 In the event of a conflict between the terms of the Contract and any other of the Contract Documents, the provisions of this Contract and Annexes A and B shall govern, and take precedence, unless otherwise agreed by the GS/OAS, in writing.
- 1.4 As this Contract is modified or changed during its term, the Contract Documents shall include all modifications or changes to said documents agreed upon between the parties and issued after the execution of the Contract. Any such modification or change shall supersede the original Contract Documents, where modified or changed.
- 1.5 VENDOR agrees to furnish to the GS/OAS and the GS/OAS agrees to accept, on the terms and conditions outlined in this Contract, Services to meet the GS/OAS's requirements as outlined in, reasonably implied by, and reasonably inferable from the Contract Documents. VENDOR agrees to provide the Services required hereunder: (a) following the requirements outlined in the Contract Documents; (b) in an efficient, safe, courteous, and businesslike manner; (c) with qualified personnel throughout all stages of this Contract; and (d) as an independent contractor. VENDOR's employees shall not act as agents or representatives of GS/OAS.

ARTICLE 2. DEFINITIONS

- 2.1 The following terms, whenever used in this Contract shall have the following meaning:
- 2.1.1 "Acceptance" means approval, after a test period, of software or any other component of this project, by the GS/OAS.
 - 2.1.2 "Applicable Specifications" means the specifications contained in the Statement of Work (Annex A).
 - 2.1.3 "Authorized Representative" means the individual designated by either the GS/OAS or the VENDOR who is authorized to legally bind their respective organizations by their signatures.
 - 2.1.4 "Contract" means the Contract signed by the Authorized Representatives of the GS/OAS and the VENDOR, together with all the documents listed in Article 1 of such signed Contract.
 - 2.1.5 "VENDOR" means the company, consulting firm, or individual who has contracted with the GS/OAS to perform the Work.
 - 2.1.6 "Contract Price" means the sum to be paid for the performance of the Work, as such sum may be adjusted according to the terms of the Contract Documents.
 - 2.1.7 "Force Majeure Event" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure Events shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents, or employees; (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time this Contract was entered into; and (B) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under this Contract, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.
 - 2.1.8 "Party" means the GS/OAS or VENDOR individually.
 - 2.1.9 "Parties" means the GS/OAS and VENDOR collectively.
 - 2.1.10 "GS/OAS' Contract Manager" or "GS/OAS' CM" shall mean the official of the GS/OAS referred to in Article 4, Contract Administration, of this Contract.
 - 2.1.11 "Services" means all of the services and supplies to be furnished by the VENDOR to or for the benefit of the GS/OAS under this Contract.
 - 2.1.12 "Subcontract" means any agreement by VENDOR with any contractor, vendor, supplier, consultant, or other entity or person to perform a portion of the Work, as well as any agreements between a Subcontractor and its lower-tier contractors, vendors, suppliers, consultants, or other entities or persons.
 - 2.1.13 "Subcontractor" means any person or entity that has entered into a Subcontract to perform any part of the Work.
 - 2.1.14 "Work" means all goods, services, equipment, materials, or work specified in the Contract or any work order issued thereunder.

ARTICLE 3. SIGNATURE REQUIRED

This Contract shall not become binding unless and until signed by the GS/OAS' Authorized Representative and the VENDOR's Authorized Representative.

ARTICLE 4. CONTRACT ADMINISTRATION

- 4.1 GS/OAS designates Mr./Ms. _____ as the GS/OAS’s Contract Manager (GS/OAS’s CM) for this Contract who shall monitor administration and completion of the Contract according to its terms and conditions as described below:
 - 4.1.1 The GS/OAS’ CM shall be responsible for the coordination of activities between the GS/OAS and the VENDOR under this Contract.
 - 4.1.2 The GS/OAS’ CM will become familiar generally with the progress and quality of the completed Work to enable him/her to determine in general if the VENDOR is performing the Work in such a manner that, when completed, will be following the Contract Documents.
 - 4.1.3 The GS/OAS’ CM will receive all communications of whatever nature that the VENDOR is obligated to submit to the GS/OAS under this Contract, including but not limited to changes to the Contract Documents involving the quality level, Statement of Work, price, rates, delivery and/or completion dates/schedules, Subcontractor, or key personnel changes.
 - 4.1.4 The GS/OAS’ CM’s responsibilities include but are not limited to receiving and approving the VENDOR’s invoices for payment and accepting the Work and/or deliverables on behalf of the GS/OAS. The GS/OAS’ CM may request a change, provided, however, the GS/OAS’ CM does not have the authority to issue a change to the Contract Price or rates. Such changes must be made per Article 21, Changes and Modifications.
- 4.2 VENDOR designates Mr./Ms. _____ as the VENDOR’s Representative (CR) who shall be responsible for the coordination of all Contract activities between the GS/OAS and the VENDOR under this Contract. In this capacity, her responsibilities include but are not limited to daily supervision and oversight of the Work and all communications between the VENDOR and the GS/OAS. The CR has the authority to agree to changes to the Work, including but not limited to the Contract Price and rates. VENDOR may change its designated CR by providing a Notice following Article 49, Notices.

ARTICLE 5. QUALITY ASSURANCE AND REPORTING

- 5.1 VENDOR is responsible for all aspects of quality assurance and quality control for the services provided under this Contract and will design and implement an appropriate quality assurance and control program.
- 5.2 In addition to the VENDOR’s quality assurance program, the VENDOR agrees, at a minimum: (a) to meet monthly with the GS/OAS’ CM to review performance and ensure that it is consistent with the Contract Documents; (b) to prepare a report of any remedial action required, and (c) to attend quarterly contract review meetings attended by representatives of both GS/OAS and VENDOR Management.

ARTICLE 6. CONTRACT TERM

- 6.1 The term of this Contract shall commence in _____, __, 2022 and continue until _____, __, 2025.
- 6.2 The GS/OAS may, at its option, extend this Contract for up to an additional 48 months by executing two (2) options of 24 months each. The GS/OAS may exercise these options upon notice to the VENDOR furnished within 30 days before the Contract expires. It is the responsibility of the VENDOR to provide written notification to the GS/OAS 60 days before Contract expiration.

ARTICLE 7. TRANSITION SERVICE OBLIGATIONS

- 7.1 Upon completion of the term of the Contract, the VENDOR shall cooperatively work with the GS/OAS and any GS/OAS-proposed incoming VENDOR to assist with a seamless transition, by providing the following assistance:
 - 7.1.1 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;
 - 7.1.2 Release of any equipment, tools, and/or resources operated by the VENDOR, but owned by the GS/OAS within 30 days from the date of receipt of the request; and
 - 7.1.3 Provide any other relevant information and communication (verbal or otherwise) to the GS/OAS that may impact the successful performance of work.
- 7.2 VENDOR 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.
- 7.3 VENDOR 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.
- 7.4 At the prescribed time, before the completion of the Contract, the VENDOR 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.
- 7.5 Under no circumstance shall the VENDOR withhold information that is vital to the successful transition of the services to the GS/OAS and/or the incoming contractor.
- 7.6 Final invoices may be subject to being withheld until all transition services are completed to the satisfaction of the GS/OAS.
- 7.7 The entire phase-out period shall be 60 days, after which, the VENDOR shall surrender any other required GS/OAS data/documents or equipment to the GS/OAS CM for coordination.

ARTICLE 8. CONTRACT PRICE

- 8.1 Prices for Goods purchased under this Contract by the GS/OAS are outlined in the Price Schedule (Annex B). The price of the Goods shall include the cost of Goods, and all the VENDOR's costs for order entry, warehousing, inventory control, packaging, shipping, handling, insurance, and other direct and indirect costs until delivery is completed.
- 8.2 Except as otherwise may be expressly provided herein, once every year on the contract anniversary date and over the Contract term, including any extension, the Unit Prices in the Price Schedule (Annex B) may be adjusted upward or downward, as appropriate, to reflect the total percentage increase or decrease as follows:
 - 8.2.1 Price increases. Price increases will be allowed during the term of the contract only as a result of documented and confirmed general commercial price increases by the supplying manufacturer. Such increases shall be effective either 30 days after the effective date of the manufacturer's actual price increases or 30 days after the GS/OAS' receipt of the VENDOR's request for price adjustment according to (e) below, whichever is later. The manufacturer's letter announcing the amount and effective date of the commercial increase must be submitted to the GS/OAS as supporting documentation. A commercial price increase is defined as a price increase that is applied by the World

Bank, the Inter-American Development Bank, the Pan-American Health Organization, and the GS/OAS of the type/brand of the goods covered by the letter.

- 8.2.2 Rescindment of Price Increase and Price Decrease. The GS/OAS must also be notified of any subsequent actions by the manufacturer to rescind the announced price increase or of any price decreases on goods under contract to the GS/OAS accompanied by documentation of appropriate price reductions to GS/OAS contract pricing.
- 8.2.3 The GS/OAS reserves the right to confirm commercial price increases via normal market practices and tools before approving any price increase requested by the VENDOR. VENDOR agrees to assist, as needed, with the GS/OAS.
- 8.2.4 Procedures and Limitations. Any requests for price adjustments shall be in writing and must be submitted to the GS/OAS' CM 60 calendar days before the contract anniversary date.
- 8.2.5 Changes in prices will be the original markup percentage on the new cost that is consistent with the markup for the same item on Annex B (Price Schedule).

ARTICLE 9. MOST-FAVORED CUSTOMER

If during the term of this Contract, VENDOR offers or agrees to sell similar goods, equipment, or services purchased in like quantities or under similar circumstances for lower prices than those in this Contract, then VENDOR shall notify the GS/OAS immediately and shall reduce the prices established under this Contract accordingly, retroactive to the date VENDOR offered/agreed to sell to others at a lower price.

ARTICLE 10. ORDERS

GS/OAS shall place Orders for Goods under this Contract from an electronic web page hosted by the VENDOR. Each Order will contain the description and quantity of Goods to be provided; unit price and extended totals. The GS/OAS changes or cancels any Order or any part of an Order at any time. In the event of a conflict between the terms of the Contract and any terms on the electronic website, the terms of the Contract shall govern and take precedence.

ARTICLE 11. MINIMUM DOLLAR LIMITATION AND INDEFINITE QUANTITIES

Services specified herein are estimates only of probable requirements to be procured under this Contract during its term. GS/OAS assumes no obligation or liability, financial or otherwise, except for specific services ordered from time to time by GS/OAS under this Contract.

ARTICLE 12. DELIVERY

- 12.1 VENDOR shall deliver all Goods on the dates and to the site specified in Annex A of this Contract. Deliveries shall be made FOB destination to all locations located within the United States. No other delivery terms shall be provided unless expressly agreed by the GS/OAS CM.
- 12.2 Delivery must be completed as per the terms stated in Annex A of this Contract; otherwise, the GS/OAS reserves the right to cancel the Order without liability and to charge the VENDOR with any loss incurred as a result of VENDOR's failure to make the delivery within the term specified.

ARTICLE 13. PACKAGING AND SHIPPING

- 13.1 The GS/OAS reserves the right to change at any time the quantity, place, and/or time of delivery of an Order provided such changes are within the Statement of Work (Annex A). VENDOR agrees to proceed with the Order under any such change(s) and to submit a claim request for an equitable adjustment in the price or delivery term caused by such change(s). The GS/OAS may deem any claim by VENDOR for equitable

adjustments under this clause waived unless asserted in writing within 10 days from receipt by VENDOR of the GS/OAS's change(s). No change in, modification of, or revision of an Order shall be valid unless in writing and signed by an authorized representative of the GS/OAS. VENDOR may not change any aspect of an Order without the GS/OAS's prior written consent.

13.2 The Order number must appear on all bills of lading, packing slips, and the external packaging.

13.3 The contract shall provide proper and adequate packaging following commercial best practices, to ensure that material shipped to the GS/OAS will be free of damage. Packaging must be adequate to allow for normal and acceptable handling practices, including palletizing, with consideration for the type of material and transportation mode. VENDOR shall use best efforts to utilize recycled and/or recyclable packaging materials. The GS/OAS reserves the right to reject any and/or all shipments deemed by the GS/OAS to have been damaged in transit.

13.4 VENDOR shall be liable for expense incurred by the GS/OAS due to VENDOR's non-compliance with this Article.

ARTICLE 14. INSPECTION AND ACCEPTANCE

14.1 The GS/OAS shall have 30 calendar days after proper receipt of the Goods or services purchased to inspect them and either accept or reject them as non-conforming with the Order. Based on an inspection of a valid sample, the GS/OAS may reject the entire delivery. The GS/OAS also may charge the cost of inspecting rejected Goods or services to VENDOR. All rejected Goods will be returned to VENDOR, transportation charges collect, or held by the GS/OAS for disposition at VENDOR's risk and expense. VENDOR agrees that the GS/OAS's payment for Goods shall not be deemed as acceptance of any Goods or services delivered hereunder.

14.2 Goods not rejected in writing within 30 days of delivery, shall be deemed accepted.

ARTICLE 15. WARRANTY

15.1 Except as specifically set forth herein, VENDOR makes no representations and warranties, either express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

15.2 VENDOR warrants that VENDOR is the legal and rightful owner of the Goods or that it is legally licensed and/or authorized to sell and/or distribute the Goods. All goods delivered under this Contract will be free and clear of any and/or all encumbrances of any kind.

15.3 To the maximum extent possible, VENDOR shall ensure the transfer to the GS/OAS of all manufacturers' warranties of Goods. If VENDOR fails to effectively transfer to GS/OAS a manufacturer's warranty, VENDOR shall replace, at no cost to the GS/OAS, any Goods that would have been repaired or replaced under the manufacturer's warranty. VENDOR shall also replace, at no cost to the GS/OAS, any Goods that do not meet the description or performance represented or implied in VENDOR's catalog.

ARTICLE 16. CONTRACTOR'S PERFORMANCE REQUIREMENTS

16.1 As of the Commencement Date (or as otherwise specified in the Contract) and during the life of the Contract, the VENDOR will perform the Services per Annex A (Statement of Work).

16.2 Compliance with the Service Levels is the responsibility of the VENDOR regardless of whether the required level of effort is provided by VENDOR's employees or the result of a coordinated, collaborative effort of the

VENDOR with other Third-Party Subcontractors. VENDOR's overall compensation shall be based on their ability to meet, or exceed, the Service Levels. The VENDOR Representative shall be the single point of contact for the prompt resolution of all performance issues identified under this Contract, regardless of whether the issue was caused by the VENDOR or one of its Subcontractors.

16.3 The Service Levels have been agreed upon by both Parties and are incorporated in Appendix ___ to this Contract. The Parties agree that the Service Levels will be subject to continuous improvement and accordingly the Service Levels shall be modified upon mutual agreement with effect at the commencement of each Contract Year, or as applicable, per Article 21, Changes and Modifications.

16.4 Subject to Article 21, Changes and Modifications, and GS/OAS may, by sending written notice to the VENDOR at least 90 calendar days before the effective date of the change: (i) add or delete Performance Categories; (ii) add, modify, or delete Critical Service-Level allocations between Performance Categories; (iii) add or delete Service Levels; (iv) change Service Levels from Critical Service Levels to Key Measurements or vice versa; (v) modify the Service-Level Credit Allocation Percentages for any Critical Service Levels.

16.5 Every quarter, the VENDOR will provide to the GS/OAS all appropriate reports and documentation, as agreed upon by the parties for each Service Level, required to verify VENDOR performance and determine resulting adjustments to VENDOR's invoice.

ARTICLE 17. TITLE

VENDOR represents and warrants that VENDOR has clear title to the Goods and is fully qualified to sell, lease or license such Goods. Title to the Goods shall pass when they are delivered (FOB destination as stated in Article 12) and accepted by the GS/OAS following Article 14. Risk of loss, injury, or destruction of the Goods shall be borne by the VENDOR until title passes to the GS/OAS.

ARTICLE 18. INVOICING AND PAYMENT

18.1 Payment shall be made to the VENDOR through its designated bank account. Payments are made at the beginning of the month following the billing period.

18.2 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 VENDOR to correct the billing information and resubmit the bill. Until the GS/OAS receives complete electronic billing, GS/OAS shall not be required to make payment.

18.3 The GS/OAS invoice statement must be e-mailed to:
The General Secretariat of the Organization of American States
Department of Financial Services (DFS)
Accounts Payable: dfamsap@oas.org

18.4 Invoice detail (electronic and paper) must include:
18.4.1 OAS Purchase Order numbers,
18.4.2 Invoice numbers, and
18.4.3 Amounts due.

The GS/OAS will have one centrally billed account for all charges with VENDOR. Any credit amounts must refer to an original invoice number.

18.5 Payment will be made when the Goods have been received, final acceptance has occurred and the VENDOR's invoice has been correctly received by DFS. Payment shall be made by "electronic means" unless otherwise agreed to by the Parties.

18.6 The GS/OAS is immune from the payment of import duties, sales, use, and excise taxes and shall provide VENDOR with evidence of such tax exemption certificate upon request. VENDOR authorizes the GS/OAS to deduct from any invoice presented in connection with this Contract, without prior notice to VENDOR and cost to the GS/OAS, any and/or all amounts representing taxes erroneously charged to the GS/OAS. Payment of such corrected invoiced amount shall constitute full payment by the GS/OAS.

ARTICLE 19. TAXES AND IMMUNITIES

The GS/OAS is exempt from tax under the Agreement between the General Secretariat of the Organization of American States and the Government of the United States of America and, as such, VENDOR shall bill the GS/OAS on a tax-exempt basis.

ARTICLE 20. CONFLICT OF INTEREST

20.1 VENDOR and VENDOR's employees, Subcontractors, and Subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to the GS/OAS under this Contract.

20.2 VENDOR warrants that no official of the GS/OAS or its member states has received or will be offered by VENDOR any direct or indirect benefit arising from this Contract or the award thereof. VENDOR agrees that breach of this provision is a breach of an essential term of this Contract.

ARTICLE 21. CHANGES AND MODIFICATIONS

21.1 The GS/OAS may, at any time, by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes in:

- 21.1.1 the SoW;
- 21.1.2 the method or manner of performance of the Work;
- 21.1.3 directing acceleration in the performance of the Work;
- 21.1.4 the method of shipping or packing; or
- 21.1.5 the date or place of delivery, performance, or completion.

21.2 If VENDOR receives any other written or oral order from the GS/OAS staff, representatives, Project Office, or GS/OAS' Contract Manager (which includes instruction, interpretation, or determination) that VENDOR believes causes a change within the general scope of the Contract, VENDOR must give the GS/OAS written notice within seven (7) business days of such written or oral order stating: (a) the date, circumstance and source of the order; and (b) that the VENDOR regards the order as a change to the Contract. The GS/OAS' Authorized Representative shall respond in writing to VENDOR's notice promptly.

21.3 It is expressly understood that except as provided in Section 21.2, no order, statement, or conduct of the GS/OAS, its staff, or representatives shall be a change to this Contract or entitle VENDOR to an equitable adjustment. The failure to comply with the seven (7) day notice in Section 21.02 above shall be a waiver of VENDOR's right to claim an equitable adjustment.

21.4 Within 30 days of the earlier of: (a) receipt of the GS/OAS's written response to the notice under Section 21.02 above; or (b) receipt of the Procurement Representative's determination based upon VENDOR's notification under Section 21.2 above, VENDOR must submit a written statement describing a detailed

description of the changes and the amount of any claimed adjustment in Contract Price or time of performance. VENDOR may include this statement in its notice under Section 21.2 above. However, no adjustment for any change under Section 21.2 above shall be made for any costs incurred more than seven (7) days before VENDOR gives written notice as required. Failure to submit such a statement within the 30-day limit specified herein shall be deemed a waiver of the VENDOR's right to an equitable adjustment. No proposal by VENDOR for equitable adjustment shall be allowed if asserted after final payment under this Contract.

21.5 The failure of GS/OAS and VENDOR to agree to any adjustment hereunder, including any claims as to the entitlement of an adjustment, or any disputed amount of the increase in the Contract Price or time of performance, shall be a dispute to be resolved per Article 30, Disputes. Unless directed otherwise by GS/OAS, VENDOR shall have the duty to diligently proceed with the Work following GS/OAS's instructions pending the resolution of the dispute, and nothing in these Contract Documents shall excuse VENDOR from proceeding diligently with the Contract.

ARTICLE 22. GS/OAS CLOSURES

GS/OAS follows the U.S. Government closure policy in case of adverse weather conditions. VENDOR will not bill the GS/OAS if VENDOR is notified, before the start of the business day, of the GS/OAS's intention to close the office for business.

ARTICLE 23. HOLIDAYS

23.1 In the United States, the GS/OAS closes in observance of the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
Washington/Lincoln's Birthday	Third Monday in February
Good Friday	
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday following Thanksgiving Day
Christmas Day	December 25 th

23.2 In other countries, the GS/OAS closes in observance of generally recognized national and religious holidays. On holidays and any other day on which the GS/OAS determines that it will be closed for business, deliveries will not be accepted, and VENDOR services will not be required on GS/OAS premises unless specifically directed, in writing, by the GS/OAS' Contract Manager.

ARTICLE 24. FORCE MAJEURE

24.1 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of or default under, this Contract insofar as such inability arises from a Force Majeure Event, provided that the Party affected by such an event has taken all reasonable precautions, due care, and reasonable alternative measures, all to carry out the terms and conditions of this Contract.

24.2 A Party affected by a Force Majeure Event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

24.3 A Party affected by a Force Majeure Event shall notify the other Party of such event as soon as possible, and in any event, not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event and its expected duration and impact on the performance of this Contract, and shall similarly give notice of the restoration of normal conditions as soon as possible.

24.4 The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure Event.

24.5 Any period within which a Party is required by this Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure Event, provided that such Party has provided notice as required by this Article.

ARTICLE 25. INSURANCE

25.1 During the term of this Contract, VENDOR agrees to secure and maintain in effect, at its own expense, the following minimum insurances.

Commercial General Liability (Third Party Liability insurance*	For all operations including Contingent Liability coverage for Subcontractors, Products, and Completed Operations coverage Endorsement and Contractual liability (to cover assumption of liability under this Contract) with minimum limits of US\$1,000,000 per occurrence. USD 1,000,000 Personal/Bodily Injury. USD 2,000,000 Products/completed Operations Aggregate. USD 2,000,000 General Aggregate, per premises aggregate.
Business Automobile Liability*	USD 1,000,000 Each Accident
Worker’s Compensation	Statutory Limits or USD 500,000, whichever is greater, based on the benefits levels of the deemed state of hire.
Employer’s Liability	USD 1,000,000 Bodily Injury by Accident Per employee. USD1,000,000 Bodily Injury by Disease Per Employee. USD 1,000,000 Bodily Injury by Disease Policy Limit.
Umbrella/Excess Liability*	USD 5,000,000 Each Occurrence. USD5,000,000 Aggregate, Per Project.
Error & Omission or other Professional Liability Insurance*	Sufficient to cover Professional services rendered hereunder, minimum of US\$1,000,000.

*Note: These limits may be lower if an Umbrella policy raises the liability limit to meet the requirement.

25.2 VENDOR shall provide the GS/OAS with certificates of insurance for these coverages within seven (7) calendar days of execution of this Contract. Said certificates shall provide for a 30-day cancellation notice from the insurer(s) on all coverages with a copy of such cancellation notice to be sent directly to the GS/OAS from the insurer(s). VENDOR shall also promptly provide the GS/OAS with new certificates of insurance upon renewal of or material changes in each insurance policy. VENDOR shall cause its liability insurance provider(s) to name the General Secretariat of the Organization of American States as an additional insured as its interest may appear concerning the Contract. Provision of Certificates of Insurance is a condition precedent to payment under this Contract.

25.3 VENDOR shall obligate and be responsible for all of its Subcontractors providing similar coverages and shall obtain from them certificates of insurance which shall be placed on file and made available for the GS/OAS examination. In any event, VENDOR shall be liable to the GS/OAS for any damages due to the performance of any Subcontractor.

ARTICLE 26. INDEMNIFICATION

26.1 To the fullest extent permitted by law, VENDOR agrees to indemnify and hold harmless the GS/OAS, its officers, directors, employees, and agents from and against all claims, suits, damages, and losses, including reasonable attorneys' fees and expenses, that are due to:

26.1.1 bodily injury, sickness or death or property damage or destruction to the extent resulting from the negligent or wrongful acts or omissions of, VENDOR, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable;

26.1.2 violation of any intellectual property rights of third parties, including without limitation rights relating to patents, trademarks, copyrights, or trade secrets, by VENDOR, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable;

26.1.3 compensation for claims covered by VENDOR's Workers' Compensation insurance of VENDOR, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable; or

26.2 If an employee of VENDOR, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable has a claim against GS/OAS, its officers, directors, employees, or agents, VENDOR's indemnity obligations shall not be limited by any limitation on the number of damages, compensation or benefits payable by or for VENDOR, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

26.3 The obligation set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE 27. SUSPENSION OF WORK

27.1 The GS/OAS may order VENDOR, by written notice, to suspend, delay or interrupt all or any part of the Work for the time that the GS/OAS determines appropriate for the convenience of the GS/OAS.

27.2 If this suspension, delay, or interruption is unreasonable in duration, the GS/OAS shall modify the Contract accordingly to adjust for any change to the Contract Price or time of performance, caused by the GS/OAS's action or inaction in unreasonably suspending, delaying, or interrupting the Work, provided, however, that under no circumstances will VENDOR be entitled to claim any profit for a suspension. No adjustment will be made for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of VENDOR, or suspensions arising from VENDOR's failure to abide by its safety obligations hereunder.

27.3 A request for adjustment under this Article shall not be allowed: (a) for any costs incurred more than twenty (20) days before VENDOR notifies the GS/OAS in writing of the GS/OAS's act or failure to act that allegedly caused the suspension, delay or interruption involved; and (b) unless the request, in an amount stated, is asserted in writing within seven (7) days after the end of the suspension, delay or interruption.

ARTICLE 28. TERMINATION FOR CONVENIENCE

28.1 GS/OAS may terminate the Contract, by 30 days' written notice sent to VENDOR, in whole or in part, at any time if GS/OAS determines, in its sole and absolute discretion that a termination is in its best interests. Notice of such termination shall state that termination is for the GS/OAS's convenience, the extent to which performance under the Contract is terminated, and the termination date. Unless otherwise instructed by the GS/OAS, VENDOR shall stop all deliveries and work immediately on receipt of notice and follow the instructions and directions of GS/OAS.

28.2 In the event of a termination for convenience, VENDOR shall be entitled to be paid for Goods furnished and Services properly performed by VENDOR before the effective date of termination, provided, however, that such payment shall not exceed the total Contract Price after adjustment to account for the price associated with work not performed. VENDOR shall not be allowed, and expressly waives, payment for profit on work which was not performed as of the termination date.

ARTICLE 29. TERMINATION FOR DEFAULT

29.1 If VENDOR fails to deliver the Goods or perform the Services required under this Contract under the period specified or in the manner required by the Contract Documents, or if the Goods and Services do not conform, in all respects, to the requirements of the Contract Documents, or VENDOR becomes insolvent or unable to meet its payment obligations when due, or breaches any other material obligation of the Contract Documents, the GS/OAS will give VENDOR written notice describing the reasons for the default and a reasonable opportunity to cure.

29.2 If the VENDOR does not cure the default within the period specified, the GS/OAS may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

29.3 Notwithstanding anything herein to the contrary, GS/OAS shall have the right, in its sole discretion, to terminate this Contract for default if VENDOR is in breach of any provision of Article 41, Procurement Integrity, and GS/OAS shall have the right to do so without allowing VENDOR to cure. If the VENDOR is identified on any terrorist sanctions list recognized by the GS/OAS, this Contract shall be subject to immediate Termination for Default upon written or oral notice to the VENDOR. In such case, all funds paid to the VENDOR shall be returned to the GS/OAS following the other terms of this Contract.

29.4 In addition to any other remedy available to the GS/OAS, if, as a result of VENDOR's default, the GS/OAS procures all or any part of the Goods and Services, VENDOR shall be liable for all excess costs of procurement, including but not limited to reasonable attorney's fees.

ARTICLE 30. DISPUTES

Any controversy or claim arising out of, or relating to, the Agreement or breach thereof, shall be settled by arbitration by the Rules of the American Arbitration Association. The award rendered shall be final and binding upon the parties. The parties shall first attempt to settle disputes by mediation before resorting to arbitration. The law applicable to this Agreement and this arbitration clause shall be that of the District of Columbia, USA.

ARTICLE 31. CONSEQUENTIAL DAMAGES

31.1 Except as provided for in Article 29.4, in no event shall either VENDOR or GS/OAS be liable to the other party for indirect, incidental, special, punitive, or consequential damages of any nature, including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.

31.2 The exclusion of consequential damages outlined in Section 31.01 above shall not exclude or affect: (a) VENDOR's liability for fraud or intentional misconduct; or (b) VENDOR's liability for its indemnity obligations per Article 26 (Indemnification).

ARTICLE 32. COPYRIGHT

32.1 The deliverable report(s) and other creative work of VENDOR called for by this Contract, including all written, graphic, audio, visual, and any other materials, contributions, applicable work product, and production elements contained therein whether, on paper, disk, tape, digital file, or any other media, (the "Deliverable Work") is being specially commissioned as work made for hire following the copyright laws of the United States. GS/OAS is the proprietor of the Deliverable Work from the time of its creation and owns all rights, title, and interest therein throughout the world including, without limitation, the copyright, and all related rights.

32.2 To the extent that it is determined that the Deliverable Work does not qualify as a work made for hire within the meaning of the copyright laws of the United States, then VENDOR hereby irrevocably transfers and assigns to GS/OAS all of its right, title, and interest, throughout the world and in perpetuity, in and to the Deliverable Work, including without limitation all of its right, title and interest in copyright and related rights free of any claim by VENDOR or any other person or entity.

32.3 Under no circumstances shall VENDOR use, disclose, reproduce, publish, distribute, or display copies to the public, or modify or prepare derivative works of the Deliverable Work, in whole or in part, without GS/OAS' prior written consent.

ARTICLE 33. DISASTER RECOVERY

33.1 If the GS/OAS notifies VENDOR in writing that the GS/OAS has a bona fide Disaster Recovery plan concerning some or all of the computer Software programs used in its operations, the GS/OAS may make one copy of the Software for archival purposes and use such archival copy on a Central Processing Unit (CPU) or server other than the designated one or at an installation site other than that for which the Software System is licensed, such other installation site to be owned or controlled by the GS/OAS or the GS/OAS's disaster recovery vendor.

33.2 Such archival copy shall be used only for the plan's procedures and effect after the occurrence of an actual disaster during which the GS/OAS cannot operate the Software System on the designated equipment or at the installation site for which the Software System is licensed.

ARTICLE 34. INFORMATION SECURITY POLICY FOR CONTRACTORS

VENDORS using GS/OAS systems or accessing GS/OAS information, electronic or otherwise shall abide by all GS/OAS policies and procedures and shall ensure that all VENDOR and subcontractor staff observes such rules and regulations.

ARTICLE 35. SECURITY RULES AND REGULATIONS

VENDOR agrees to abide by all GS/OAS' security rules and regulations and shall ensure that all VENDOR staff observes such rules and regulations. Access to the GS/OAS premises by VENDOR staff shall be subject to GS/OAS approval.

ARTICLE 36. GS/OAS PROPERTY

All GS/OAS property, including but not limited to equipment, facilities, fixtures, drawings, patterns, molds, jigs, research, writings, data in any format (including electronic), or other information furnished to VENDOR by the GS/OAS for use in the performance of this Contract shall at all times be the property of the GS/OAS. Upon completion, termination, or expiration of this Contract, or at such other times as the GS/OAS may direct, VENDOR will return to the GS/OAS all such property, at VENDOR's expense.

ARTICLE 37. AUDIT

37.1 As used in this Article, "Records" shall include, without limitation, books, documents, accounting records, payroll payment records, accounting policies, practices, and procedures, original estimates and estimate worksheets, records relating to services or quantities delivered, hours of work performed, compliance with contract requirements, proposals, pricing of the contract, subcontract, or modifications, or any other cost, price adjustment, or extra charge claimed under the Contract, change order files, and any other records or performance reports which may have a bearing on matters associated with the Work, regardless of the type and regardless of whether such items are in written form, in the form of computer data, or any other form.

37.2 VENDOR agrees to maintain, per sound and generally accepted accounting procedures and practices, Records of all direct and indirect costs and disbursements of any nature involving transactions related to this Contract or a Subcontract.

37.3 VENDOR shall make its Records available at its office for examination, audit, or reproduction by GS/OAS or GS/OAS' designated representative, at all reasonable times until the expiration of five (5) years after the date of final payment, or for such shorter or longer period, if any, as is required by other Articles of this Contract. GS/OAS shall have the right to examine and audit all Records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in the performance of this Contract.

37.4 If VENDOR has submitted cost or pricing data in connection with this Contract, GS/OAS or its designated representative shall have the right to examine and audit all of VENDOR's Records prepared or used by VENDOR, including related computations and projections, in order to evaluate the accuracy, completeness, and currency of such data.

37.5 In the event an audit determines that GS/OAS has overpaid VENDOR, GS/OAS, in addition to any other rights it may have as a matter of law, shall have the right to: (a) deduct the amount of such overpayment from any payments due, or that may become due, to VENDOR under this Contract; and/or (b) demand that VENDOR reimburses GS/OAS the amount of any such overpayment. The aforementioned rights shall also apply to any obligations VENDOR owed but did not provide to its employees or Subcontractors under this Contract.

37.6 The failure of VENDOR to comply with the requirements of this Article 37 shall be a material breach of Contract.

ARTICLE 38. CONFIDENTIALITY

38.1 VENDOR shall keep all work and services carried out hereunder for GS/OAS entirely confidential, and not use, publish, or make known to any persons other than its personnel and Subcontractors any information, whether developed by VENDOR or provided by GS/OAS, without GS/OAS's prior written authorization. VENDOR may not publish any articles or make any presentations relating to the Contract or Goods and Services, nor shall it refer to data, information, or materials generated as part of the Contract or Goods and Services, without the prior written consent of GS/OAS. For the avoidance of doubt, GS/OAS shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences.

38.2 The foregoing obligations shall not apply to any information that was in VENDOR's possession before the commencement of work under this Contract, or which is or shall become available to the general public in a printed publication through no fault of the VENDOR and provided further that this obligation shall in no way limit VENDOR's internal use of such work. Any public representation regarding the GS/OAS shall be made by GS/OAS and any requests for information concerning the Contract or its performance made to VENDOR by the news media, or others, shall be referred to the GS/OAS. Information VENDOR considers as proprietary or confidential, and which VENDOR has marked as proprietary or confidential, will be treated by GS/OAS in the same manner as GS/OAS treats its proprietary or confidential information.

ARTICLE 39. GS/OAS NAME/LOGO

39.1 VENDOR may not use the GS/OAS' name and/or logo in any manner other than as identified in Section 39.2 below without first obtaining written permission from the GS/OAS Director of the Department of Procurement.

39.2 VENDOR 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 VENDOR for the GS/OAS, is not authorized.

ARTICLE 40. CLOSE RELATIVES AND FORMER GS/OAS STAFF

40.1 VENDOR shall use its best efforts not to assign to this Contract any of VENDOR's employees or its Subcontractor's employees who are relatives of current GS/OAS staff. For purposes of this Article, the term "relative" is defined as (including those related by adoption and/or step or half relationship): mother, father, sister, brother, son, daughter, aunt, uncle, niece, and nephew.

40.2 In the event the GS/OAS or VENDOR discovers that any of VENDOR's employees or its Subcontractors' employees are relatives of a current member of the GS/OAS staff, GS/OAS may direct VENDOR to promptly replace, or cause to be replaced, said employee, at no additional cost to the GS/OAS, with an employee having equivalent skills, and VENDOR shall comply with such directive. VENDOR shall also reimburse the GS/OAS for any actual direct costs incurred by the GS/OAS resulting from a knowing violation of this Article.

40.3 VENDOR shall notify the GS/OAS of any of VENDOR's employees or Subcontractor's employees who VENDOR/Subcontractor intends to assign to provide services under this Contract that are former GS/OAS staff members and shall warrant that said former GS/OAS staff are not subject to any work restrictions under their former employment with the GS/OAS. For purposes of this Article, GS/OAS staff members are defined as current and retired GS/OAS employees, and individuals who have worked for the GS/OAS with at least one of the following types of appointments:

ARTICLE 41. PROCUREMENT INTEGRITY

- 41.1 VENDOR agrees to adhere to the highest standards of ethical competence and integrity in the performance of this Contract, having due regard for the nature and purposes of the GS/OAS as an international organization, and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith.
- 41.2 VENDOR represents and warrants that it follows, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.
- 41.3 VENDOR and VENDOR's employees, Subcontractors, and Subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to the GS/OAS under this Contract.
- 41.4 VENDOR warrants that no official or staff of the GS/OAS or its member governments has received or will be offered by VENDOR any direct or indirect gifts, favors, or benefit arising from this Contract or the award thereof.
- 41.5 The remuneration of the VENDOR shall constitute the sole remuneration in connection with this Contract. The VENDOR shall not accept for its benefit any trade commission, discount, or similar payment in connection with activities according to this Contract, or the discharge of its obligations hereunder, and the VENDOR shall use its best efforts to ensure that any Subcontractors and the employees, agents, and representatives of VENDOR and any Subcontractors shall not receive any such additional remuneration. VENDOR shall disclose in writing, by providing Notice to GS/OAS according to Article 49 (Notices), all fees, commissions, rebates, and discounts paid or received in connection with this Contract.
- 41.6 VENDOR agrees that within 30 days of having reasonable grounds to believe that VENDOR, VENDOR's employees, Subcontractors, or Subcontractors' employees have: (a) violated any applicable laws, ordinances, rules, regulations, and lawful orders of public authorities in performing this Contract; (b) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (c) used funds paid by the GS/OAS to VENDOR or any Subcontractors to finance, support or conduct terrorism; or (d) an actual, potential or apparent conflict of interest, VENDOR will disclose in writing, by providing Notice to GS/OAS according to Article 49, Notices, such violations, conduct, prohibited use of funds, or conflicts of interest.
- 41.7 VENDOR agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any VENDOR employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to GS/OAS or other proper authority information relating to a violation of any substantial violation of law relating to the award or performance of this Contract.
- 41.8 VENDOR agrees that GS/OAS has a right to audit VENDOR's and Subcontractor's compliance with this Article according to Article 37, Audit, of this Contract.
- 41.9 VENDOR agrees that a breach of this Article 41 is a material breach of an essential term of this Contract.

ARTICLE 42. ASSIGNMENT

- 42.1 Neither this Contract nor any duty nor right under it shall be delegated, subcontracted, or assigned by VENDOR without the prior written consent of the GS/OAS, except that claims for monies due or to become due under this Contract may, following Section 43.2 below, be assigned to a bank, trust company, or other financial institution, including any Federal lending agency by VENDOR without such consent.

42.2 If VENDOR does assign any monies due or to become due to it hereunder, VENDOR shall provide the GS/OAS with two copies of every such assignment. VENDOR also hereby agrees, notwithstanding the terms of any such assignment, that the GS/OAS may subject any payments to an assignee to set-off or recoupment for any present or future claim or claims that the GS/OAS may have against the VENDOR. The GS/OAS reserves the right to make direct settlements or adjustments in price or both, with VENDOR under the terms of this Contract and without notice to any assignee. VENDOR shall indemnify and hold harmless the GS/OAS against any liability that may arise as a result of such assignment.

42.3 The GS/OAS may, at its sole option and without the consent of the VENDOR, assign this Contract and the Goods or Services acquired hereunder.

ARTICLE 43. PUBLIC HEALTH PLANS AND CONTINGENCY

In the event of a pandemic, outbreak, other biomedical emergencies, or other catastrophes (“Public Health Event or Other Catastrophe”), VENDOR agrees to take all reasonable measures to continue the performance of the Contract with a minimum of delay, interruption, or other disruption, if GS/OAS designates this Contract as mission-critical and essential to the ongoing operations of GS/OAS. If GS/OAS so designates this Contract, within 30 days after award, VENDOR will submit to GS/OAS, for its review and approval, a contingency plan detailing how VENDOR will continue performance of this Contract with a minimum of delay, interruption, or other disruption in the event of a Public Health Event or Other Catastrophe. In the event of a Public Health Event or Other Catastrophe, GS/OAS and VENDOR shall immediately discuss and agree upon the measures to be taken, with the expectation that the contingency plan will be the baseline for discussions. VENDOR shall be entitled to relief under Article 21, Changes and Modifications, in the event of a Public Health Event or Other Catastrophe.

ARTICLE 44. SEVERABILITY

If any term or provision of this Contract shall to any extent be invalid and unenforceable, the remainder of the Contract shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 45. GOVERNING LAW

This Contract shall be governed and construed according to the laws of the District of Columbia, without regard to its choice of law provisions.

ARTICLE 46. PRESERVATION OF IMMUNITIES

Nothing in this Contract shall constitute a waiver, express or implied, of the privileges and immunities of the General Secretariat of the Organization of American States, its employees, or its assets, following the laws of the United States of America, the Charter of the Organization of American States, the Headquarters Agreement between the United States Government and the OAS, and according to general principles and practices of international law.

ARTICLE 47. LANGUAGE

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

ARTICLE 48. HUMAN TRAFFICKING

VENDOR warrants that neither it, its parent entities nor subsidiaries, nor affiliated entities are engaged in any practice inconsistent with international human rights laws and standards that prevent child labor, sexual exploitation, and trafficking in human beings. VENDOR shall take all appropriate measures to prevent its personnel from engaging in sexual exploitation, child labor, and trafficking of human beings.

ARTICLE 49. NOTICES

Any notice, including without limitation any notification, claim, or request for consent or authorization, required or permitted to be given under this Contract, shall be in writing addressed to the person identified below and shall be deemed to have been given if: (a) sent by registered or certified mail, or (b) transmitted by any other means if and when receipt is acknowledged by an authorized representative of the Corporate Procurement unit. No authorization or consent required under this Contract shall be effective unless and until given in writing by an authorized representative of the Corporate Procurement unit.

For The GS/OAS: The General Secretariat of the Organization of American States
Department of Procurement Services and Management Oversight
1889 F Street, N.W.
Washington, D.C. 20006
Attn: Alex P. Grahammer, Director
Telephone:

For the VENDOR: VENDOR Incorporated
Address:
City, State, and zip code
Attn:
Name and Title
Telephone:

ARTICLE 50. ENTIRE CONTRACT

This Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the parties and supersedes any oral or prior written agreements concerning the subject matter of this Contract.

IN WITNESS WHEREOF the parties have caused this Contract to be executed.

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES

Gerald Anderson
Secretary for Administration and Finance
Date: _____

VENDOR INCORPORATED

(Name)
(Title)
Date: _____