

**UNIVERSITY OF OREGON**  
("University")

**REQUEST FOR PROPOSAL**  
("RFP")

TITLE: Travel Services Agency

**RFP No. AD2013-16**

Proposals Due Not Later Than:

at Issuing Office.  
Postmarks will not be considered.

Issuing Office:

**ATHLETIC DEPARTMENT BUSINESS OFFICE**  
**Attn: Sharon Bonin, Purchasing**  
**2727 Leo Harris Pkwy**  
**Eugene, OR 97401**

## Section I

### General Information

Purpose: University is soliciting proposals from qualified proposers ("Proposer(s)") for a Travel Services Agency ("Travel Agency") that will provide highly responsive, sensitive, quality-oriented service to University of Oregon Athletic Department. Emphasis will be placed upon innovative approaches designed to obtain for the University both the highest quality of service and realistic, demonstrable cost savings. For an annual estimate of the Athletic Department's commercial air travel spend, see Exhibit A. Hotel and Ground Transportation spend is unavailable at the time of issuance of this RFP.

- 1.1. Expected deliverables are listed in "Scope of Services," below.
- 1.2. It is anticipated that the term of the contract awarded under this RFP, will be for TWO years with an option, at University's sole discretion to extend the contract for THREE additional One year terms.

- 1.3. For additional information or clarification of requirements contact:

Mary Ellen Mansfield  
2727 Leo Harris Pkwy.  
Eugene, OR 97401  
mem@uoregon.edu  
541-346-5623

- 1.4. Unless otherwise specified, requests for clarification or change of the RFP document must be received by University in writing at least ten business days prior to the Closing Date and Time. Requests for clarification or change must include the reasons for the clarification or change, and any proposed changes to specifications or provisions. University will consider all requests for clarification or change and, if appropriate, amend this RFP by issuing an addendum. University may extend the Closing Date and Time if such information significantly amends this solicitation or if University determines that compliance with the original proposed Closing Date and Time is impractical.
- 1.5. This RFP will be posted on the Oregon University System (OUS) website, under "Business Opportunities," accessible at <https://secure.ous.edu/bid/>. Any addenda will be posted to the OUS website. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP. University will not issue individual notifications.
- 1.6. All proposals must be received by University's Issuing Office by 5:00 p.m. on or before June 7<sup>th</sup>, 2013. Postmarks will not be considered.
- 1.7. Issuing Office mailing and delivery address, and e-mail:

**ATHLETIC DEPARTMENT BUSINESS OFFICE**  
**Attn: Sharon Bonin, Purchasing**  
**2727 Leo Harris Pkwy, Eugene, OR 97401**  
**sbonin@uoregon.edu**

ELECTRONIC submissions are encouraged.

Office hours for receipt of proposals are: Monday through Friday 8:00 a.m. to 5:00 p.m.

## Section II

### Scope of Services

The following services will be provided by the successful Proposer:

#### 2.1 Agent booked services.

2.1.1 Travel Agency will schedule, book and ticket air transportation to individual and group travelers. Service will offer lowest available fares that meet arrival/departure times and destinations of traveler(s).

2.1.2 Travel Agency will have the ability to reserve lodging accommodations to meet the needs of individual and group travelers at the most economical cost to the University.

2.1.3 Travel Agency will be capable of making car rental reservations at the most economical cost to the University.

2.1.4 Travel Agency will have the ability to reserve safe and reliable motor coach transportation on a trip by trip basis. In addition, the preferred Agency will assist the University in negotiating and contracting with transportation companies for better rates in a particular area over a longer period of time.

2.1.5 Travel Agency will provide services in accordance to NCAA, State and University policy.

2.2 **Online booking tool services.** The Travel Agency will provide the University with 24-hours-per-day, state-of-the-art, user-friendly, automated online reservation booking tool for individual domestic and international air travel. The tool shall also book car rental and lodging, either with or without a related flight. This booking tool shall be on a secure website and be password protected. The booking tool shall be customizable to University travel policy and shall integrate with the University approval system. The booking tool shall contain both a ticketing and payment authorization system that allows for multiple payment options which could include payment by personal credit card, University ghost card and payment by invoice. A preferred feature would also allow for a direct interface with the University's Banner accounting software.

2.3 **Cancellations & Refunds.** The Travel Agency will allow cancellations and provide refunds for travel costs where possible.

2.4 **Fare Monitoring.** The Travel Agency will provide a system to monitor the fares of tickets purchased or reserved by the University on a scheduled basis. This would be used to ensure the best prices were obtained as flights are booked, to ensure the ticketing of flights prior to fare increases and to prompt the reissue of tickets where fares have decreased.

#### 2.5 Staffing.

Option 1: Agency shall supply an experienced, trained travel professional to work from the University athletic department solely on university travel needs. Agent must be present/available during normal business hours 8:00 AM to 5:00 PM, Monday through Friday.

Option 2: Agency will provide direct phone and email access to agent(s) at a remote location, (that is also open during normal business hours).

Regardless of option proposed, Travel Agency must also supply a 24-hour hot line available for after-hours emergencies, reservations and cancellations. Please note in your response if this service is provided from within your Agency or contracted to a third party.

2.6 **Quality Assurance.** The Travel Agency will have procedures to continuously monitor the quality, compliance and costs of travel services provided the University. These procedures will include a staff training and transaction inspection program that covers all services performed and a method for identifying and correcting deficiencies in performance. The program must also include a complaint

resolution system that handles problems and complaints quickly and effectively.

2.7 **Billing Information.** Travel Agency will provide by the last business day of each month, detailed information on the tickets issued during the preceding month. Ticket data must be received electronically, in a format approved by the University, and must agree with Ghost Card charges for that billing cycle.

2.8 **Management Reporting Services.** In addition to the Billing Information, the Travel Agency will provide the University with canned and customizable management information and reports. This service will preferably be available via on-line portal that is customizable to a particular users needs (travelers, travel arrangers and managers). Available information should include, (but not necessarily be limited to): unused/outstanding tickets; fare savings and lost savings (including explanation of why lowest fare wasn't used); ticket sales by a variety of criteria; lodging, motor coach, and rental car reservations; mileage, mode and emissions. Dashboards that summarize progress to goals and benchmarks are desirable.

2.9 **Additional applications and solutions.** Travel Agency will make available to the University any additional mobile features, booking tools or management applications not specifically mentioned here that Agency believes would be useful to the University.

### **Section III**

#### **Information to be provided by Proposer in the Proposal**

- 3.1 Proposals will include the business name, address, telephone number and email of the Proposer, and a cover letter summarizing the proposer's qualifications.
- 3.2 Proposals must include a full description of all services identified in **Section 2** above.
- 3.3 A proposed timeline with breakdown of time allocated for implementation of travel service program identified in **Section 2** above.
- 3.4 An itemized budget of cost estimates for proposed travel services (either option 1 or 2 outlined in section 2.5 above). Budget may be presented as either an annual fee or fee for transaction but should be detailed enough to compare and contrast service level and price.
- 3.5 Proposer will list names, titles, and qualifications of the key personnel who will be assigned to the implementation and management of this account.
- 3.6 Proposers must exhibit evidence from the Airlines Reporting Corporation (ARC) and the International Air Transport Association (IATA) that they represent these organizations in selling airline tickets.
- 3.7 Proposals must include a list of five clients and contact information for whom similar projects have been completed by the Proposer. These clients may be contacted by University for an evaluation and assessment of the Proposer's performance.
- 3.8 Signed Proposal Statement (see Section VII).

### **Section IV**

#### **Proposal Procedures**

- 4.1. Proposals must be in writing and must be signed by an authorized representative of the Proposer. Alterations or erasures must be initialed in ink by the person signing the Proposal Statement. No verbal proposals will be accepted.
- 4.2. Proposals may be submitted manually or electronically, (electronic submissions are encouraged).
- 4.3. Unless Proposers are specifically authorized by this RFP to take exceptions or to leave terms open to negotiation, proposals will be a complete offer and fully responsive to this RFP, and must include all information required herein to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the proposal as "non responsive."
- 4.4. Although the general criteria to be used for final evaluation has been provided in this RFP; it is not intended to limit imagination or creativity in preparing a proposal that will accomplish the same goals and expectations.
- 4.5. Submission of a proposal constitutes a firm, binding and irrevocable offer for a period of 90 days following the Closing Date and Time.
- 4.6. If University deems it necessary to amend this RFP, an Addendum will be prepared and posted to the OUS Business Opportunities webpage: <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring OUS for any amendments to the proposal. Proposers will not receive an individual notification.
- 4.7. University reserves the right to inquire in writing, and meet with individuals or representatives of a Proposer, for the purpose of clarification of points made in its proposal.
- 4.8. University reserves the right, at its option, to reject any or all proposals. University reserves the right to waive minor informalities and irregularities in proposals.
- 4.9. University is not responsible for any costs of any Proposer incurred in connection with submitting or presenting its proposal. All Proposers who respond to solicitations do so solely at their own expense.
- 4.10. Proposers agree that University will have the right to review and require modification of any terms or definitions used in the final contract. Failure to agree upon acceptable contract definitions or terms may result in cancellation of the proposed award.
- 4.11. This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be retained by University's issuing department for the required retention period, and made a part of a file or record which will be open to public inspection. If a proposal contains any information that is considered a "trade secret" under ORS 192.501(2), the Proposer must mark each sheet of such information with the following legend:

"This data constitutes a trade secret under ORS 192.501(2), and will not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."

Failure to mark a specific page with the legend set forth in this Section will conclusively establish that the information on that page does not constitute a trade secret as defined in ORS 192.501(2).

The Oregon Public Records law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance". See ORS 192.501(2). As such, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

**Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" may be rejected.**

- 4.12. University plans to award this project to the firm or individual who best meets the selection criteria detailed in this RFP.
- 4.13. Proposal responses must clearly identify the question or request to which the Proposer is addressing and restate the Section number with each response. All responses must be organized in the order in which the question or request was presented in the RFP. Proposals that do not follow the format described in this RFP may at University's sole discretion be deemed "non-responsive," and receive no further consideration.
- 4.14. All proposals submitted in response to this RFP become the property of University. By submitting a proposal in response to this RFP, Proposer grants the University a non-exclusive, perpetual, irrevocable, royalty-free license for the rights to copy, distribute, display, prepare derivative works of and transmit the proposal solely for the purpose of evaluating the proposal, negotiating a Contract, if awarded to Proposer, or as otherwise needed to administer the RFP process, and to fulfill obligations under Oregon Public Records Laws, proposals, including supporting materials, will not be returned to Proposer.

## **Section V**

### **Evaluation and Award**

- 5.1 Proposals will be evaluated by a committee consisting of representatives of the requesting University department, and other interested individuals, as University deems appropriate ("Committee").
- 5.4 The evaluation process will involve an evaluation and allocation of points to all responsive proposals. The Committee will evaluate each responsive proposal received, as follows:

Travel Services Proposal: (100 points) Scores will be awarded based on proposers descriptions of how their services meet the requests outlined in Section II. If your Agency cannot provide a service, explain how closely the topic could be performed.

Proposal Pricing: (100 points) The lowest responsive price proposal shall receive the full point value for this section; other proposals will receive points in inverse proportion to the lowest bid.

Qualifications and Experience: (100 points) Qualifications and experience outlined in the proposal as well as information learned from listed references will influence scores awarded

in this category. Additionally, University reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, subsequent clarification communication (Section 4.7), or any other source in the evaluation process.

Total Points Possible: (300 points)

- 5.5 It is anticipated that the Award Notice will be released on or about June 14, 2013
- 5.6 Protest of the selection or award may be made pursuant to the conditions and limitations of OAR 580-061-0145.

## **Section VI**

### **Contract Award**

- 6.1 The contract award will be pursuant to a separate agreement, incorporating relevant provisions of both the RFP and the successful Proposer's response as well as the terms and conditions outlined in Exhibit B.
- 6.2 If you have questions or concerns regarding any of the terms and conditions contained in this RFP, you must address those during the time prescribed for questions.
- 6.3 No additional or supplemental terms and conditions submitted by a Proposer as part of its response will be evaluated or considered. If additional or supplemental terms and conditions, either intentionally or inadvertently appear separately in a Proposal (e.g. in transmittal letters, specifications, literature, price lists or warranties), it is understood and agreed that the terms and conditions contained in this RFP are the only terms and conditions applicable to this RFP and any ensuing Agreement, and the Proposer's authorized signature affixed to its Proposal attests to this.
- 6.4 If you condition your Proposal on any additional terms and conditions, which have not been accepted by a written addendum to the RFP, your Proposal may be deemed nonresponsive.

## Section VII

### Proposal Statement

I have read all of the terms and conditions of this Request for Proposal (RFP). I understand that by signing below and submitting my Proposal, if awarded the contract, I will be bound by the terms and conditions of this RFP and my Proposal.

Certificate of Compliance Oregon State Laws

I, the undersigned, being first duly sworn,

Please Initial

\_\_\_\_\_ hereby affirm, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Proposer's knowledge, Proposer is not in violation of any of the tax laws described in ORS 305.380(4).

\_\_\_\_\_ certify under penalty of perjury that Proposer is aware that the State Board of Higher Education has instituted policies that prohibit sexual harassment that Proposer will adhere to University's policy prohibiting sexual harassment in their interactions with members of University's community.

\_\_\_\_\_ certify under penalty of perjury that Proposer does not discriminate on the basis of age, disability, national origin, race, marital status, religion, sex, or sexual orientation.

\_\_\_\_\_ certify under penalty of perjury that Proposer has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining required subcontracts.

Business Designation (check one):

Corporation       Partnership       Sole Proprietorship

Governmental/Non-profit       Limited Liability Company

Women Owned  Self Report  State Certified #

Minority Owned  Self Report  State Certified #

Emerging Small Business  Self Report  State Certified #

Above information must be provided prior to the Closing Date and Time for the proposal to be considered responsive.



RFP Project Name: \_\_\_\_\_

RFP Number: \_\_\_\_\_

The individual(s) signing this Proposal Statement warrants under penalty of perjury that they have authority to bind the Proposer by their signature.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

E-mail: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

## Calendar Year 2012

### Travel Spend - Commercial Flights

Airline Name	SumOfTotal Fare	SumOfTax	CountOfTicket No
Miscellaneous	6,671.15	513.02	14
Allegiant	15,974.16	0.00	7
Jet Blue	15,996.10	570.50	61
Continental	39,531.36	4,267.34	81
Frontier	27,496.90	961.05	86
American	108,410.77	10,956.18	214
US Airways	127,180.22	6,874.26	240
Southwest	78,455.10	0.00	243
Delta	278,336.51	32,469.90	575
Alaska	459,068.94	64,943.26	1479
United	749,644.14	80,334.03	1553
TOTALS	1,906,765.35	201,889.54	4,553.00

EXHIBIT B  
STANDARD TERMS AND CONDITIONS

*(The following terms and conditions will govern the agreement entered into by Travel Agency and the University of Oregon, resulting from this RFP).*

1. **INSURANCE**. Contractor will obtain comprehensive general liability insurance with a broad form CGL endorsement or broad form commercial general liability insurance, with a minimum combined single limit of not less than \$1,000,000 for each occurrence and \$2,000,000 aggregate covering bodily injury and property damage, and will include personal and advertising injury liability, products liability, and contractual liability coverage for the indemnity provided under this Contract. It will provide that University and officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Contract.

Contractor will obtain commercial automobile liability insurance with a minimum combined single limit of \$1,000,000 for each accident and \$2,000,000 aggregate for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles, as applicable.

Contractor will obtain insurance policies issued by an insurance company authorized to do business in the State of Oregon with a minimum financial rating of an AM Best rating of A- or higher. Contractor's liability insurance, except for professional liability insurance, will be arranged on an "occurrence" basis. The Contractor will be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

Contractor must provide to University a Certificate of Insurance from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the "University of Oregon Intercollegiate Athletics 2727 Leo Harris Parkway, Eugene OR 97401" as additional insured. The certificate will provide that the insurance company will give a 30-days' written notice to University if the insurance is cancelled or materially changed

2. **ACCESS TO RECORDS**. Contractor will maintain records, sufficient to accurately document its performance of this Contract. University will have access to such records of Contractor for the purpose of determining compliance with this Contract. Contractor will retain all such records, for a minimum of six years following final payment under or termination of this Contract, or such longer period as may be required by applicable law or to conclude any audit, review, or controversy.

3. **INDEMNITY FOR INFRINGEMENT CLAIMS**. EXCEPT TO THE EXTENT ARISING FROM MATERIALS PROVIDED TO CONTRACTOR BY UNIVERSITY, WHICH MATERIALS ARE UTILIZED BY CONTRACTOR IN THEIR UNALTERED FORM AND WITHOUT LIMITING THE GENERALITY OF THE INDEMNIFICATION CLAUSE REFERENCED IN THE HOLD HARMELSS SECTION BELOW, CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS UNIVERSITY AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES, LIABILITIES, COSTS, EXPENSES, AND DAMAGES ARISING OUT OF OR RELATED TO ANY CLAIMS THAT THE DELIVERABLES INFRINGE ANY PATENT, COPYRIGHT, TRADE

SECRET, TRADEMARK, TRADE DRESS, MASK WORK, UTILITY DESIGN, OR OTHER PROPRIETARY RIGHT OF ANY THIRD PARTY. The indemnity under this Section will not apply to the extent such alleged or actual infringement arises as a result of (i) modifications of such work made by University which were not approved by Contractor, or (ii) Contractor's compliance with any of University's designs, specifications or instructions. In the event that a court of competent jurisdiction determines in a final, non-appealable order that the work is infringing in a manner for which Contractor is obligated to indemnify University pursuant to this Section, Contractor will, at its option, either (1) procure for University the right to continue using such infringing work; (2) replace the infringing work with a non-infringing item of like form, fit or function; or (3) modify the work so that it no longer infringes.

4. HOLD HARMLESS. Contractor will be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from any act or omission of Contractor, its subcontractors, agents, or employees. Contractor will indemnify and hold harmless University and its governing board and their directors, officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the acts or omissions of Contractor or its subcontractors, officers, agents, or employees.

5. INDEPENDENT CONTRACTOR STATUS. The service(s) to be rendered under this Contract are those of an independent contractor. Contractor is not to be considered an agent or employee of University for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that University provides for its employees. Nothing in this Contract will be construed to create a partnership, joint venture, franchise, agency, or employment relationship between the Parties.

6. OWNERSHIP OF WORK PRODUCT. All Deliverables that result from this Contract ("Work Product") are the exclusive property of University. University and Contractor intend that such Work Product be deemed "work made for hire" of which University will be deemed the author. If for any reason the Work Product is not deemed "work made for hire," Contractor irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor will execute such further documents and instruments as University may reasonably request in order to fully vest such rights in University. Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

7. EXCLUSIVITY. University is not bound by exclusivity provisions.

8. REPRESENTATIONS AND WARRANTIES. Contractor represents and warrants that (1) Contractor has the power and authority to enter into and perform this Contract; (2) The individual signing for Contractor is authorized to execute this Contract on behalf of Contractor; (3) This Contract, when executed and delivered, will be a valid and binding obligation of Contractor, enforceable in accordance with its terms; (4) The work under this Contract will be performed in a good and workmanlike manner and in accordance with the

highest professional standards; and (5) Contractor will, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work; and (6) Contractor's name, as it appears in this Contract, is Contractor's legal name, as it will appear in the Contractor's W-9, and if Contractor is an entity rather than an individual, that the entity named in this Contract is validly existing and in good standing. Unless otherwise stated on the face of the PO, all Deliverables will be new and current model and will carry full manufacturer warranties. Contractor warrants all Deliverables delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied and expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties will run to University. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.

9. SUBCONTRACTS AND ASSIGNMENTS. Contractor will not subcontract, assign or transfer any of its interest in this Contract without obtaining prior written approval from University, which consent may be withheld by University in its sole discretion. As a condition to requesting prior written approval, Contractor must provide a written copy of any such proposed assignment or subcontract to University. University's consent to any assignment or subcontract will not relieve Contractor of any of its duties or obligations under this Contract. Any assignment or subcontract in contravention of this Section will be null and void.

10. TERMINATION. (a) This Contract may be terminated at any time by mutual written consent of both Parties. (b) University may at its sole discretion terminate this Contract in whole or in part upon 30-days' written notice to Contractor. (c) University may terminate this Contract effective upon delivery of written notice to Contractor, or at such later date as may be established by University, if (i) federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or University is prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (d) University may terminate this Contract for default (including breach of contract) if (i) Contractor fails to provide Deliverables called for by this Contract within the time specified in this Contract or any extension of this Contract; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from University, fails to correct such failures within ten business days. (e) Contractor may terminate this Contract upon 30-days' written notice to University if University fails to pay Contractor pursuant to the terms of this Contract and University does not cure such failure to pay within 30-business days after receipt of Contractor's written notice, or such longer period as Contractor may specify.

11. TERMINATION DUE TO NONAPPROPRIATION OF FUNDS. University may terminate this Contract upon written notice to Contractor if University has not: (a) Received from the Oregon Legislative Assembly appropriations, limitations or other expenditure authority, or (b) Received allotments pursuant ORS Chapter 291 sufficient to allow

University, in the exercise of its reasonable administrative discretion, to pay the amounts of this Contract.

12. REMEDIES. (a) In the event of termination pursuant to Section 14(b), (c)(i) and 15, Contractor's sole remedy will be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by University, less previous amounts paid and any claim(s) which University has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor will pay any excess to University upon demand. (b) In the event of termination pursuant to Sections 14(c)(ii) or (d), University will have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the Parties will be the same as if the Contract was terminated pursuant to Section 14(b). (c) Upon receiving a notice of termination of this Contract, Contractor will immediately cease all activities under this Contract, unless University expressly directs otherwise in writing. Upon termination of this Contract, Contractor will deliver to University all Work Product, documents, information, works-in-progress and other materials that are or would be Deliverables or otherwise the property of University had the Contract been completed. Upon University's request, Contractor will surrender to anyone University designates, all documents, research or objects or other tangible things needed to complete the work.

13. CONFLICT OF INTEREST. Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner with or prohibit Contractor's full performance of this Contract. Contractor also covenants that in the performance of this Contract no person having any such interest will be employed. Contractor further covenants that its performance of this Contract will not cause any employee or volunteer of University to violate ORS Chapter 244.

14. NON-RESIDENT FOREIGN CONTRACTORS. For non-resident foreign Contractors with U.S. sourced income, University will withhold Federal Tax at the applicable tax rate from Contractor's fee unless Contractor is eligible for tax treaty benefits, or qualifies for exemption under other areas of the tax code. Contractor must provide a completed and signed US Internal Revenue Service (IRS) Form to claim tax treaty benefits (8233 or appropriate W8 form). Contractor must have a U.S. reporting Identification Number, a Social Security Number (SSN), IRS Tax Identification Number (ITIN), or Employer Identification Number (EIN) to be eligible for tax treaty benefits. If applicable, Contractor will enter the US in a legal status allowing Contractor to work for University as evidenced by the US Citizenship and Immigration Services (USCIS) I-94 stamped or attached to Contractor's passport or this Contract is void.

15. LIMITATION OF LIABILITIES. UNIVERSITY WILL NOT BE LIABLE FOR (i) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES UNDER THIS CONTRACT, OR (ii) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS CONTRACT IN ACCORDANCE WITH ITS TERMS.

16. NOTICES. Except as otherwise expressly provided in this Contract, any

communications between the Parties or notices to be given under this Contract will be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or University at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either Party may indicate. Any communication or notice so addressed and mailed will be deemed to be given five days after mailing. Any communication or notice delivered by facsimile will be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against University, such facsimile transmission must be confirmed by telephone notice to University's supervising representative. Any communication or notice by personal delivery will be given when actually delivered.

17. CAPTIONS. The captions or headings in this Contract are for convenience only and in no way affect the meaning or interpretation of this Contract.

18. COMPLIANCE WITH APPLICABLE LAW. Contractor will comply with all applicable federal, state, county, and local laws, ordinances, and regulations. Without limiting the prior sentence, Contractor also agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, national origin, religion, age, sexual orientation, status as a veteran, or handicap.

19. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT. Contractor agrees to protect the confidentiality of student information and to comply with the Family Educational Rights and Privacy Act of 1974 (FERPA) and its implementing regulations, specifically 20 U.S.C. 1232G, 34 C.F.R. § 99.33, ORS 351.070 and OAR 571-020, with respect to any redisclosure of personally identifiable information from education records obtained from the University.

20. GOVERNING LAW; JURISDICTION; VENUE. This Contract will be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between University and Contractor will be brought and conducted solely and exclusively within a Circuit Court for the State of Oregon. However, if any claim, action, or suit must be brought in a federal forum, it will be brought and conducted exclusively in the United States District Court for the District of Oregon. In no event will any part of this Contract be construed as a waiver by University of its sovereign and governmental immunities. BY EXECUTION OF THIS CONTRACT, CONTRACTOR CONSENTS TO IN PERSONAM JURISDICTION OF SUCH COURTS.

21. RECYCLED PRODUCTS. Unless expressly otherwise provided for in contract, all paper products will be sourced from mills using elemental chlorine-free processes and contain a minimum of 30% post-consumer waste.

22. SURVIVAL. All provisions of this Contract that would reasonably be expected to survive the termination of this Contract will do so.

23. SEVERABILITY. If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining

terms and provisions will not be affected. The Parties agree to attempt to substitute for any illegal or unenforceable provision a valid or enforceable one that achieves the economic, legal and commercial objectives of the illegal and unenforceable provision to the greatest extent possible.

24. SUCCESSORS IN INTEREST This contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.

25. ECONOMIC OPPORTUNITIES. Contractor will, when applicable, have made good faith efforts to work with or obtain materials to be used in performing the Contract from minority-owned, women-owned, and emerging small business enterprises.

26. DUAL PAYMENT. Contractor will not be compensated by any other party for work performed under this Contract.

27. NO THIRD PARTY BENEFICIARIES. University and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or will be construed to give any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name and expressly described in this Contract as intended beneficiaries.

28. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.

29. PAYMENT. Payment of overdue account charges by University will be subject to OAR 580-061-0050.

30. FOREIGN CONTRACTOR. If Contractor is not domiciled or registered to do business in the State of Oregon, Contractor will promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor will demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

31. FORCE MAJEURE. Neither University nor Contractor will be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond, respectively, University or Contractor's reasonable control. Contractor will, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and will, upon the cessation of the cause, diligently pursue performance of its obligation under this Contract.

32. WAIVER. The failure of University to enforce any provision of this Contract will not constitute a waiver by University of that or any other provision.

33. ATTACHMENTS. All attachments, addenda, schedules and exhibits which are referred to in this Contract are incorporated in this Contract.

34. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT



BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED IN THIS CONTRACT REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT WILL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER WILL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE TO THIS CONTRACT OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

35. COMMUNICATIONS STANDARDS AND GRAMMAR AND STYLE GUIDELINES. Contractor will conform to all applicable University Communications Standards and University Grammar and Style Guidelines available at ([http://des.uoregon.edu/cp\\_grammar.html](http://des.uoregon.edu/cp_grammar.html)).

36. EXECUTION AND COUNTERPARTS. This Contract may be executed in counterparts, and via facsimile or electronically transmitted signature (i.e. emailed scanned true and correct copy of the signed Contract), each of which will be considered an original and all of which together will constitute one and the same Contract. At the request of a Party, the other Party will confirm facsimile or electronically transmitted signature page by delivering an original signature page to the requesting Party.