

The State Board of Higher Education Acting by and through the
UNIVERSITY OF OREGON
("University")

REQUEST FOR PROPOSAL
("RFP")

RFP Title: **Travel Management Services**

RFP Number: **PCS# 430000-0001-RFP**

Issuing Office: **Purchasing and Contracting Services**
720 East 13th Avenue, Suite 302
Eugene, OR 97401
submit1@uoregon.edu

Closing Date and Time: **September 27, 2013, 5:00 pm (PDT)**
Proposals must be received by the Issuing Office, no later
than the Closing Date and Time.
Postmarks will not be considered.

SECTION 1 – GENERAL INFORMATION

- 1.1. **General Purpose.** University is soliciting Proposals from qualified Proposers for travel management services. University is seeking services from full-service established Travel Agencies (“Contractor(s)”) that offer a robust menu of technology options and maintain the proven experience and resources to serve the domestic and foreign travel needs of University at the most economical rates available.

This solicitation is for only those travel and travel-related services paid for and/or reimbursed by University. It includes business travel which is necessary for faculty, staff, administrators, students and for official guests who are conducting University business. University maintains the option to use other travel agencies, and nothing will prevent University, at its option and in its sole discretion, from obtaining services as contracted from other sources during the term of the contract.

Currently departments call or email one of the contract travel agencies for airfare quotes based on a given itinerary. The department completes an airfare authorization form, obtains the appropriate approvals and the authorization to charge the airfare to a University-issued US Bank VISA ghost card (Ghost Card) is routed to the selected agency via email or fax for booking. The authorization must include the department’s six character index code and five-digit account code. Each contract travel agency provides ticket reconciliation data to University that must balance to US Bank’s balance for that billing cycle. University’s Travel Office verifies that the total charges from each travel agency match the US Bank Ghost Card charges. Using the travel agency’s data, the Travel Office redistributes the cost of the tickets against respective index numbers that were provided with the authorization to charge. Departments are not required to use one of the contract travel agencies and are able to purchase airfare directly from any source for reimbursement.

See **Exhibit C** for available University travel spend and statistics.

The University Travel Policy is available for reference at:
<http://ba.uoregon.edu/staff/travel>.

Expected services and deliverables are listed in the “Scope of Services below.

- 1.2. **Closing Date and Time.** All Proposals must be received by University’s Issuing Office by **5:00 pm (PDT)** on or before **September 27, 2013** (“Closing Date and Time”). Postmarks will *not* be considered. Electronic submissions of Proposals are encouraged. The Issuing Office’s mailing/delivery address and email address are listed on the cover page and in the “Issuing Office” Section below.
- 1.3. **Issuing Office.** The University’s Purchasing and Contracting Services department is the Issuing Office for this RFP. Proposals may be submitted manually or electronically to the Issuing Office at the following addresses:

Purchasing and Contracting Services
720 East 13th Avenue, Suite 302
Eugene, OR 97401
submit1@uoregon.edu

Issuing Office hours for receipt of manually submitted Proposals are Monday through Friday 8 a.m. to 5 p.m. Eugene, Oregon local time.

1.4. General Responsibilities of Proposers.

1.4.1. **Clarifications for Proposer.** For additional information or clarification of requirements contact the requesting University department:

Amy Grainger
Travel Program Technician, Travel Office
122 Oregon Hall, PO Box 3237
Eugene, OR 97403-0237
travel@uoregon.edu

1.4.2. **Monitoring.** This RFP will be posted on the Oregon University System (OUS) website, under "Business Opportunities," accessible at <https://secure.ous.edu/bid/>. Any Addenda including, without limitations, extensions of the Closing Date and Time 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 is not required to issue individual notifications.

1.4.3. **Representations, Certifications and Acknowledgments.** For consideration, **you must submit your Proposal with a completed and signed Representations, Certifications and Acknowledgments by the Closing Date and Time.** A blank form of the Representations, Certifications and Acknowledgements for you to complete, sign, and submit is attached to this RFP as **Exhibit A.**

1.5. **Definitions.** As used in this Request for Proposal (unless otherwise stated), the following terms shall have the meanings set forth in OAR 580-061-0010.

1.6. **Multiple Awards.** This RFP may result in the award of more than one contract.

SECTION 2 – SCOPE OF SERVICES

2.1. **Anticipated Term.** It is anticipated that the term of the contract awarded under this RFP, will be for a four-year initial term, with the option, in University's sole discretion, to extend the contract for three additional two-year terms, for a total possible contract term of ten years.

2.2. **Firm Pricing.** If awarded a contract, proposal pricing must be held firm for the two years of the initial contract term. Thereafter, costs to University will be negotiable on a biennial basis between the parties and any changes will be authorized through an amendment to the resulting contract.

2.3. **Price Changes.** The contract(s) to be awarded will allow the pricing to be updated after the first two years of the initial term and thereafter biennially, by the parties negotiating any changes and executing an amendment to the contract

2.4. Exhibit D. The services listed below will be provided by the successful Proposer(s). Please provide responses to these required services on **Exhibit D** or attach and label attachments with the requirement number.

2.5. Reservations.

- 2.5.1. For both domestic and international travel, Contractor will schedule, book, and ticket air, rail, and ground transportation to offer the lowest available fare to meet the arrival, departure, layover times and destinations required by University traveler. Payment for University business travel expenses will be made at time of purchase via University's Ghost Card. Any itinerary including personal time requires a business only comparison quote. Costs that exceed the business only quote require payment with traveler's personal credit card at time of ticketing.
- 2.5.2. Contractor will operate within the requirements of University's travel policies. University's current travel policy can be viewed on University's Business Affairs Office website at <http://ba.uoregon.edu/staff/travel>.
- 2.5.3. In order to keep level of unused tickets to a minimum, Contractor will have a system for managing unused and non-refundable tickets. Unused ticket information will be attached to a traveler's profile while traveler receives email reminders reminding them of value and expiration.
- 2.5.4. Contractor will ascertain from the traveler the source of travel funding. All international travel funded from federal sources must comply with the Fly America Act. Exceptions to this policy may be granted by University's Sponsored Projects Services.
- 2.5.5. Contractor will schedule, book and ticket air, rail and ground transportation for both domestic and international travel. For air travel, the Contractor will quote both the State of Oregon "city pair" airfares (both Y and capacity controlled class), and any other lower published fares available that meets the traveler's needs. Contractor will provide all information concerning restricted fares to include the penalties and/or restrictions.
- 2.5.6. Contractor will help the traveler to arrange seat assignments as part of the booking/ticketing process, to the extent allowed by the particular carrier.
- 2.5.7. Contractor will have the ability to schedule and reserve lodging accommodations, as requested, to meet the needs of the traveler at the most economical cost to University. Contractor will operate within the requirements of University's travel policies and per diem allowances.
- 2.5.8. Contractor will be capable of making car rental reservations, as may be required, using rates and contracts that provide the lowest cost to University.

2.5.9. Contractor will have the ability to arrange group travel as necessary for various sized groups, including athletic teams, and require that these events are obtained at the most economical cost to University.

2.6. Booking Tool. Contractor will have available a 24-hours-per-day, state-of-the-art, user-friendly, automated online reservation booking tool for both domestic and international travel with features that include but are not limited to the following:

2.6.1. Secure, password protected website.

2.6.2. Ticketing approval – Provide either an electronic pre-ticket approval system or use University’s existing pre-ticket system which generates email approval to travel agent prior to ticketing.

2.6.3. Contain both a ticketing and payment authorization system that allows for multiple billing/payment options which include payment by personal credit card and University Ghost Card.

2.6.4. Provide University support that includes unlimited training on the use and functionality of the booking tool, online support, and a printable user guide at no additional charge.

2.6.5. Provide marketing and support services for implementation and ongoing campus adoption of the booking tool.

2.6.6. Will be inclusive of all forms of travel and lodging.

2.6.7. Will have fare searching capability to include best fares one way, round trip, multi-segments, custom itineraries, as well as lodging and rental cars with or without a flight.

2.7. Service Level.

2.7.1. Contractor will provide email or electronic confirmation of reservation number(s), itinerary, and any other pertinent information to traveler. Itineraries will include the toll-free telephone number for 24-hour service.

2.7.2. Contractor will provide complete international travel assistance including air and ground transportation arrangements, airfare pricing information, lodging arrangements, information and assistance with currency exchange rates, visas, passports, health requirements, group travel, etc.

2.7.3. Upon request, Contractor will establish detailed traveler information profiles to record and accommodate traveler’s preferences and program membership numbers.

2.7.4. Contractor will assist in negotiating discounted rates with airlines, hotels, and car rental vendors.

- 2.7.5. Contractor will allow cancellation and provide refunds for travel costs where possible.
- 2.7.6. Personal travel may be combined with business travel. If this is the case, any travel other than University related business travel (personal travel) will be charged directly to the traveler and not to University. Contractor may charge additional fees to the traveler for arranging personal travel when combined with business travel.
- 2.7.7. Contractor will have a system to monitor the fares of tickets purchased or reserved by University on a scheduled basis. This would be used to reissue tickets where fares have decreased and to issue tickets prior to fare increases.
- 2.7.8. Contractor's offices should be open during normal business hours, 8:00 a.m. to 5:00 p.m. pacific time, Monday through Friday, with a 24-hour hot line for after-hours emergencies, reservations and changes allowing for both domestic and international access.
- 2.7.9. Contractor will make available to University any additional mobile features, booking tools or management applications not specifically mentioned that Contractor believes would be useful to University.
- 2.7.10. Contractor will have risk management program to provide alert service for official travel warnings, report to identify impacted travelers, and emergency response services.
- 2.7.11. Contractor will participate in travel meetings, trainings or travel-related events as requested by University.
- 2.7.12. Contractor will have procedures to continuously monitor the quality and costs of travel services provided to University under contract(s) to be awarded pursuant to this RFP. Quality assurance program will include reminders to use University policies, discounts and contracts and ensure reservation accuracy. Quality assurance program must also include a complaint resolution system that handles problems and complaints quickly and effectively.
- 2.7.13. Contractor will have sufficient facilities, experienced and dedicated agents assigned to University to assure prompt, reliable service to our departments. Staff will have experience booking for higher education travel and will include group specialist for both domestic and international travel. Phone system and email system will allow direct access to a particular agent with a backup receptionist or voice mail.
- 2.7.14. Contractor will have systems in place to maintain and reconcile the monthly Ghost Card statement against actual travel occurrences. The electronic file will be used to create an automated, detailed feed into University's financial system. Contractor will assist in resolving disputed charges on University's Ghost Card account. Electronic file to include the information about the tickets issued (traveler name, University department, airline, ticket number, itinerary,

fares, taxes, requisition number, index number, account code, dates, etc.) to provide University the ability to bill the cost back to traveler's department index. This data will be provided electronically, or in a format approved by University. Data will be available by the 5th day of each month for the preceding month. The ticket date must agree with the Ghost Card charges for that billing cycle.

2.7.15. Upon notice from University, Contractor will schedule and bear the costs of a third party travel audit.

2.8. Reports. In addition to the billing information requested above, Contractor will provide University with monthly, quarterly, and as requested, canned and customizable management information and analytic reports of travel use. This service will preferably be available via on-line portal that is customizable to a particular user's needs (travelers, travel coordinators and managers), reports may include but are not limited to:

2.8.1. Fare savings and lost savings (tickets bought at higher fares), including an explanation why lowest fare wasn't used.

2.8.2. Ticket sales by carrier.

2.8.3. Total # of transactions.

2.8.4. Destination by carrier including for city-pair data.

2.8.5. International travel report.

2.8.6. Lodging and rental car reservations.

2.8.7. Mileage, mode, and emissions.

2.8.8. Outstanding tickets not used.

2.8.9. Agency service fees.

2.8.10. City Pair contract usage.

2.8.11. Airline cost per mile.

2.8.12. Average airline ticket prices, hotel room and rental car rates.

2.8.13. Average trip length.

2.8.14. Quarterly greenhouse gas (GHG) reports.

2.8.15. Real-time trip data:

2.8.15.1. # flights this day/week/year.

2.8.15.2. # Metric Tons of Carbon Dioxide Equivalent (MTCDE) this day/week/year.

2.8.15.3. \$ spent on flights this day/week/year.

- 2.8.15.4. Top 5 most travelled destinations.
- 2.8.15.5. Flight map of travel spent by University.
- 2.8.15.6. Traveler locations to identify impacted travelers for emergency response.

SECTION 3 – PROPOSER SUBMITTALS AND OTHER REQUIREMENTS

3.1. Overview.

3.1.1. Proposer **MUST** submit the information required or requested in this Section in accordance with the procedures and instructions set forth in this RFP.

3.1.2. *Mandatory and Evaluated Information.*

3.1.2.1. Submittals may be designated as Mandatory “(M)” or Evaluated “(E)”, or both “(M/E)”.

3.1.2.2. **Mandatory Requirement.** If the submittal is marked “(M)” or with the words “must,” “shall,” or “will”, the submittal is mandatory and the Proposer **MUST** meet this requirement. The determination as to whether the Proposer meets the mandatory requirement rests solely with University. If University determines that a Proposer does not meet a mandatory requirement as specified, or has not included mandatory information, the proposal may be deemed “non-responsive”, and no further evaluation will occur.

3.1.2.3. **Evaluated Specification.** If the submittal is marked “(E)”, the submittal is evaluated and Proposers are expected to provide comprehensive written responses to the evaluated specifications. Points will be awarded based on the degree to which the University’s evaluators determine that the Proposer meets the evaluated specification. A Proposer that does not respond to an evaluated specification will receive no points for that specification.

3.2. Contact Information. Proposer must submit the name and title of its primary contact regarding this RFP, the business name, the primary address, the primary contact’s telephone number, and the primary contact’s email address, and a cover letter summarizing the Proposal. **(M)**

3.3. Project Description. Proposals must include a full description of how Proposer would approach this project and fully address all deliverables identified in **Section II** above. Provide responses on attached **Exhibit D** or attach and label attachments with requirement number. **(M/E)**

3.4. Management Procedures. Proposer must include a detailed description of procedures and other aspects of the working relationship expected between Proposer's project manager and University's representative, **Laurie Jacoby, Travel Manager**, as well as any other information deemed necessary for the fulfillment of the awarded contract. **(M/E)**

3.4.1. Include a description on how Proposer will provide management consultation to University about travel topics that affect travel program, including but not limited to airline trends, benchmarking, technology, and all aspects of travel

management and planning.

- 3.4.2. Include a description on how Proposer will assist University in identifying and implementing opportunities for cost savings, system improvements and efficiencies.

3.5. Entity Verification.

- 3.5.1. If the Proposer is an entity other than a sole proprietorship, Proposer must submit evidence in the form of a Secretary Certificate (or equivalent documentation) that the individual submitting the Proposal is authorized to act for and bind the Proposer in all matters relating to the Proposal and possible subsequent contract. This type of written documentation is commonly in the form of a Secretary's Certificate or Officer's Certificate issued by the board or committee governing the entity. The written documentation, however, is not required to be in any particular form as long as it clearly shows the individual signing the Proposal has authority to bind the Proposer. **(M)**
- 3.5.2. If Proposer is an entity other than a sole proprietorship and the entity was not organized or incorporated in the State of Oregon, Proposer must submit written evidence that Proposer is in good standing in its state of organization or incorporation. This type of written documentation is commonly in the form of a certificate of good standing. The written documentation, however, is not required to be a certificate of good standing. For example: A corporation incorporated in California could go to the California Secretary of State's website, perform a business entity search on itself, and submit with its Proposal a copy of the record retrieved from that site. **(M)**
- 3.5.3. Proposer must not be listed on the Federal Excluded Parties or Debarred Contractors listing. Proposer must not be excluded from contract awards by either the federal government or the State of Oregon. No written response from Proposer is necessary for this Section. Upon closing of this RFP, and as part of University's initial review of mandatory requirements, University will verify whether Proposer is excluded from contract awards by either the federal government or the State of Oregon. **(M)**

- 3.6. **Financial Capability.** Proposer must submit sufficient evidence of financial capability to meet the responsibilities to perform the contract which may include balance sheets, income statements, financial statements, independent financial compilation/review or other financial information whereby University can determine Proposer's credit rating or financial capability. It will be at University's sole discretion to determine if evidence submitted is sufficient to determine financial capability or to deem a Proposer responsible to perform under a contract. University reserves the right to request further information as needed for clarification purposes. The successful Proposer to which the contract is awarded may, at the discretion of University, be required to provide periodic (in no case more than two (2) times per year) updates to the financial capabilities report submitted pursuant to this RFP. **(M)**

3.7. Qualifications.

- 3.7.1. Proposer must submit information detailing how Proposer meets the qualifications identified in Section 2 above, and any other information deemed necessary for Proposer to perform the contract, including a firm resume, and a description of the resources available to Proposer to perform the contract. The firm resume must include areas of staff expertise, experience with customers of similar scope and nature, and the primary job descriptions and individual resumes of staff who will be assigned to support University. **(M/E)**
- 3.7.2. Proposers must submit verification that the Proposer has any and all licenses (including, but not limited to, software licenses) necessary for the work contemplated under this RFP, as applicable. Include evidence from the Airlines Reporting Corporation (ARC) and the International Air Transportation Association (IATA) that Proposer represent these organizations in selling airline tickets. **(M/E)**
- 3.7.3. Proposer must submit a description of the Proposer's experience performing projects similar in type and magnitude to the subject of this RFP. Proposals must include Proposer's experience supporting business travel for Higher Education customers, and experience booking group and international travel. Include the volume of these types of transactions. **(M/E)**

3.8. References. Proposer must submit a list of three 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. **(M/E)**

3.9. Proposed Timeline. Proposer must submit a proposed timeline with breakdown of time allocated for delivery of all deliverables identified in Section 2 above. **(M/E)**

3.10. Itemized Budget of Cost Estimates. Proposer must submit an itemized budget of cost estimates for all services and deliverables to be provided under a contract awarded pursuant to this RFP. The itemized budget must set forth a total price. Indicate any costs for services listed including the fee for writing tickets, group bookings, on-line bookings, telephone bookings, ticket changes, voids or cancellations. Indicate if Contractor proposes to share any of their commissions on tickets or reservation sold to University. **(M/E)**

3.11. Proposals must include a full description of their proposed online booking tool and any other proposed reservation management applications. **(M/E)**

3.12. Representations, Certifications and Acknowledgements. Proposer must submit a completed and signed Representations, Certifications and Acknowledgments. A blank form of the Representations, Certifications and Acknowledgments for you to complete, sign, and submit is attached to this RFP as **Exhibit A. (M)**

3.13. Acknowledgement of Addenda. Proposer must acknowledge that Proposer has received, reviewed, and agrees to all of the terms conditions added to this RFP via any and all Addenda that are posted on the OUS website.

Any Addenda including, without limitations, extensions of the Closing Date and Time will be posted on the OUS website, under "Business Opportunities," accessible at

<https://secure.ous.edu/bid/>. Proposers are responsible for monitoring the OUS website on a periodic basis for any and all modifications to this RFP.

- 3.13.1. **Addenda Posted Prior to Proposer's Submission of Proposal.** Proposer must either (i) check the "Acknowledgement of Addenda" box on the Representations, Certifications and Acknowledgments, or (ii) sign and submit a copy of each Addendum. **(M)**
- 3.13.2. **Addenda Posted After Proposer's Submission of Proposal.** If Proposer has already submitted a Proposal, Proposer may (i) modify the previously submitted Proposal (in accordance with the procedures set forth in Section 4 below) to include a signed copy of each Addendum not previously acknowledged, or (ii) withdraw the previously submitted Proposal (in accordance with the procedures set forth in Section 4 below). **(M)**

SECTION 4 – PROPOSER INSTRUCTIONS AND PROPOSAL PROCEDURES

4.1. **Overview.** Proposer MUST comply with all Proposal procedures and follow all Proposer instructions set forth in this Section.

4.2. Requests for Change.

- 4.2.1. **Timing.** Requests for change or protests of solicitation specifications or contract provisions must be received by University, in writing, no later than seven calendar days prior to the Closing Date and Time. No requests for change or protests of solicitation specifications or contract provisions will be considered after the deadline stated above.
- 4.2.2. **Requirements.** Such requests for change or protests will include the reasons for the request for change or protest, and proposed changes to specifications or provisions. Envelopes or e-mails containing requests for change or protest must be marked **SOLICITATION SPECIFICATION REQUEST FOR CHANGE or CONTRACT PROVISION PROTEST**, and must identify the RFP Title, RFP Number and the Closing Date and Time. University reserves the right to amend this RFP, extend the Closing Date and Time, or deny the request or protest.
- 4.2.3. **Proposer Requests Not Addenda.** Only documents issued as Written Addenda by University serve to change the RFP in any way. No other direction received by the Proposer, written or verbal, serves to change the RFP. University will post Addenda on the OUS website.

4.3. Proposal Preparation.

- 4.3.1. **Completeness.** 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 will be subject to the terms of this RFP. Proposals must include all information required herein to be fully responsive to this RFP and to be evaluated and considered for award. Failure to do so may be deemed sufficient cause for rejection of the Proposal as "non-responsive."

- 4.3.2. **Organization.** Proposal responses must follow the organization and format described in this RFP. 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.
- 4.3.3. **Writing and Signature.** 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 Representations, Certifications and Acknowledgments. No verbal Proposals will be accepted.

4.4. **Proposal Submission.**

- 4.4.1. **Form.** Proposals may be submitted manually or electronically.

4.4.1.1. **Electronic Submissions.** Proposers are encouraged to submit their Proposals electronically to the e-mail address provided on the cover page and in Section 1, above. The subject line should clearly state that it is a "PROPOSAL", noting the RFP Title, RFP Number, and the Closing Date and Time. Electronic Proposals must be in MS Word or Excel. Supporting documentation such as graphics, pictures, and financial statements may be in .pdf or other appropriate format. **Do not submit electronic copies through use of a Drop Box account or other such Web or cloud based product.** All Proposals submitted electronically must be submitted by individuals with authority to legally bind the Proposer.

4.4.1.2. **Manual Submissions.** Proposers submitting manually must submit four copies of their Proposal, as well as an electronic version on CD or USB device. All manual submissions must be submitted in a sealed envelope appropriately marked. All envelopes in which the RFP, Representations, Certifications and Acknowledgments, and Proposal are submitted MUST be clearly marked "PROPOSAL", noting the RFP Title, RFP Number, and the Closing Date and Time. All manual submissions will be made to the address as indicated in Section 1 of this RFP.

- 4.4.2. **Consistency.** Proposers are strongly encouraged to utilize the same method of submission, either manual or electronic, throughout the solicitation process (e.g. if your Proposal was submitted electronically, Proposers are encouraged to submit modifications and requests to withdraw via e-mail; if your Proposal was submitted manually, requests for modification or withdrawal should be submitted manually).
- 4.4.3. **Receipt of Proposal by University.** All Proposals must be received by University's Issuing Office by the Closing Date and Time. Postmarks will not be considered.

It is Proposer's responsibility to ensure that the Proposal is received by University at the required delivery point (as indicated in Section 1 of this RFP),

prior to the Closing Date and Time, regardless of method used to submit the Proposal.

University will not be responsible for the proper identification and handling of Proposals not submitted in the designated manner or format as required by this RFP.

- 4.5. **Proposer's Costs.** University is not responsible for any costs of Proposers incurred in connection with submitting or presenting a Proposal. All Proposers who respond to solicitations do so solely at their own expense.
- 4.6. **Binding Offer.** Submission of a Proposal constitutes a firm, binding and irrevocable offer for a period of ninety (90) calendar days following the Closing Date and Time.
- 4.7. **Modification of Proposal by Proposer.** Proposers may modify a previously submitted Proposal prior to the Closing Date and Time. Modifications must be made in writing and signed by an authorized representative. Modifications may be submitted manually or electronically. The envelope or e-mail subject line must be clearly marked "**PROPOSAL MODIFICATION,**" and must display the RFP Title, RFP Number, and the Closing Date and Time. Verbal modifications or corrections will not be recognized or considered.
- 4.8. **Withdrawal of Proposal by Proposer.** Proposals may be withdrawn at any time prior to the scheduled Closing Date and Time. Withdrawal can only be accomplished by written notification, signed by an authorized representative. Notification of withdrawal may be submitted manually or electronically. The written notification must be received by University prior to the Closing Date and Time. The envelope or e-mail subject line must be clearly identified with the words "**PROPOSAL WITHDRAWAL,**" and must display the RFP Title, RFP Number, and the Closing Date and Time.
- 4.9. **Public Records / Property of University.** 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.
- 4.10. **Trade Secrets.** 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 requesting University 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. If the Proposal is not rejected, the response will be deemed available for disclosure to the public.

- 4.11. **University’s Right to Amend.** University reserves the right, at its option, to amend this RFP. Notification of RFP modification will be posted on the OUS website, under “Business Opportunities,” accessible at <https://secure.ous.edu/bid/>. Proposers are responsible for monitoring the OUS website on a periodic basis for any modifications to the RFP.
- 4.12. **University’s Right to Reject.** University reserves the right, at its option, to reject any or all Proposals. Notification of Proposal rejection will be made in writing. University reserves the right to waive minor informalities and irregularities in Proposals.
- 4.13. **University’s Right to Cancel.** University reserves the right, at its option, to cancel this RFP.

SECTION 5 – EVALUATION AND AWARD

- 5.1. **Evaluation by Committee.** Proposals will be evaluated by a committee consisting of representatives of the requesting University department, and/or other interested individuals, as University deems appropriate (“Committee”).
- 5.2. **Initial Evaluation.**
 - 5.2.1. ***Completeness and Compliance of Proposal.*** Proposals will be evaluated for completeness and compliance with the mandatory requirements of this RFP. Those Proposals that meet Mandatory (M) requirements are considered “responsive”.

Those Proposals which are incomplete, which do not meet all Mandatory (M) requirements of this RFP or are otherwise deemed by University to be "non-responsive," will be rejected.
 - 5.2.2. ***Responsibility of Proposer.*** Proposers will be evaluated for their demonstrated ability to perform responsibly under a contract awarded pursuant to this RFP. At the discretion of the University, those Proposers who satisfactorily demonstrate their ability to perform responsibly under a contract awarded pursuant to this RFP are considered “responsible”.

Those Proposers who are unable to satisfactorily demonstrate to University that they are able to perform responsibly under a contract awarded pursuant to this RFP are considered “non-responsible”.
- 5.3. **Criteria Evaluation.** Responsive Proposals received from responsible Proposers will be further evaluated by the Committee. For each of these Proposals, the Committee will

allocate points (up to the designated Maximum Available Points) for the following criteria, and calculate the Proposal's total score:

	<i>Criteria to Be Evaluated</i>	<i>Maximum Available Points</i>
1	Qualifications	175 Points
2	Experience	200 Points
3	Project Approach	200 Points
4	Cost/Fees	100 Points
5	Technology Tools	125 Points
6	Service Level	100 Points
7	Reporting	100 Points
	TOTAL:	1000 Points

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.

5.4. Competitive Range Evaluation.

5.4.1. ***Establishing a Competitive Range.*** Based on the total scores calculated in accordance with Section 5.3 above, the Committee will establish a range of Proposals which are deemed to have a reasonable likelihood of being selected for award ("Competitive Range"). The Competitive Range is expected to consist of no more than three Proposals; however, University reserves the right to expand or reduce the number of Proposals to be included in the Competitive Range.

University will notify a Proposer if it is in the Competitive Range via the email address provided in the Proposal. If no response is received by University within 24 hours after the notification is sent, a follow-up phone call will be made to the Proposer via the phone number provided in the Proposal. If no response is received by University within 48 hours after the initial notification is sent, the Proposal may be removed from the competitive range. University will provide written notice of such removal to the Proposer.

5.4.2. ***Evaluating Competitive Range Proposals.*** Proposers of Proposals within the Competitive Range may be asked to prepare and present a live presentation of their Proposal to be delivered to the Committee at University. The Proposers' presentations will take place on or about November 4, 2013, as scheduled by University. Any special accommodations required for the live presentations (technical or otherwise) must be communicated to University at least 5 days prior to the scheduled presentation. University will make all reasonable efforts to accommodate such requests. The purpose of the live presentations will be to allow the Proposers to provide supplemental information in order to provide clarification of the Proposal contents, as well as to inform the Committee as they recommend a Proposer for ultimate award of the contract under this RFP.

The Committee may also consider and assess other factors, including but not limited to, any information submitted in response to this RFP; best value; experience working with other organizations, including higher education institutions; references; financial condition of the Proposer; resources of the Proposer; clarifications provided in response to inquiries by University; proposed additional terms for providing the service; and experience of persons assigned to this project.

University reserves the right to require a “Best and Final Offer” pursuant to OAR 580-061-0155(3) from Proposers within the Competitive Range.

- 5.5. Final Determination.** After considering and assessing all factors it deems relevant, the Committee will make a recommendation to Director, Business Affairs Office, who will then make a decision as to how to proceed.

University plans to award this project to the firm or individual who best meets the overall selection criteria detailed in this RFP. University reserves the right to make its final decision based upon the solution that best meets the University’s needs. The lowest cost Proposer may not be awarded a contract.

- 5.6. Award Notice.** The apparent successful Proposer will be notified in writing of its status and a contract will be provided to the apparent successful Proposer, in substantially similar form to the one included with this RFP as **Exhibit B**. All other Proposers will be notified in writing that the apparent winning Proposal has been selected.

University anticipates that the Award Notice will be released on or about November 18, 2013 (“Anticipated Award Notice Date”).

- 5.7. Award Protest.** Protest of the selection or award may be made pursuant to the conditions and limitations of OAR 580-061-0145.

SECTION 6 – CONTRACT AWARD

- 6.1. Separate Contract.** The contract award will be pursuant to a separate contract which will include terms and conditions substantially as set forth in the draft contract attached to this RFP as **Exhibit B**.
- 6.2. Modification of Form Contract.** If you have questions, concerns or proposed modifications regarding any of the terms and conditions contained in this RFP, including the attached form of contract, you must address those during the time prescribed for questions, changes, or protests as set forth in Section 4 above.
- 6.3. No additional or Supplemental Terms or Conditions.** Additional or supplemental terms and conditions submitted by a Proposer as part of its response may be evaluated or considered at the sole discretion of University. 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 contract, and the Proposer’s authorized signature affixed to its Proposal attests to this.

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 non-responsive.

6.4. University Review. 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 intended award.

EXHIBIT A
TRAVEL MANAGEMENT SERVICES
PCS# 430000-0001-RFP

(Must Complete, Sign and Submit with your Proposal by the Closing Date and Time)

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGEMENTS

By submitting this Proposal in response to this RFP, Proposer represents and warrants that:

1. Proposer has read all of the terms and conditions of this RFP; Proposer understands that by signing below and submitting a Proposal, if awarded the contract, Proposer will be bound by the terms and conditions of this RFP and its Proposal.
2. **Prices proposed shall be firm for three months after the Closing Date and Time;** and, if awarded the contract, Proposer must furnish any and all goods and/or services at the prices offered within the terms and time specified.
3. Proposer has the power and authority to enter into and perform the contract awarded as a result of this RFP.
4. The individual signing for Proposer is authorized to execute this Proposal on behalf of Proposer.
5. Proposer is an independent contractor and not an employee, partner, or agent of University.
6. Proposer's name, as it appears in this Proposal, is Proposer's legal name, as it will appear in the Proposer's W-9, and if Proposer is an entity rather than an individual that the entity named in this Proposal is validly-existing and in good standing.
7. Proposer has not discriminated against Historically Underrepresented Businesses (defined in OAR 580-061-0010) in obtaining any required subcontracts.
8. No officer, agent or employee of University has participated on behalf of University in preparation of the Proposal, that the Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other proposer for the same work, and that the Proposer is competing solely on Proposer's own behalf without connection with, or obligation to any undisclosed person or firm.

Acknowledgment of Addenda

By checking this box, Proposer acknowledges Proposer has received, reviewed, and agrees to the all terms and conditions added to this RFP via any Addenda that were posted on the OUS website, under "Business Opportunities," accessible at <https://secure.ous.edu/bid/>.

Business Designation (check one):

- Corporation Partnership Sole Proprietorship
 Governmental/Non-profit Limited Liability Company

Please indicate your Minority Women or Emerging Small Business (MWESB) Status:

- Women Owned Self Report State Certified #
Minority Owned Self Report State Certified #
Emerging Small Business Self Report State Certified #
None of the Above

Signature: _____

Dated: _____

Name: _____

Title: _____

Firm: _____

Address: _____

E-mail: _____

Phone: (____) _____

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

EXHIBIT B
Travel Management Services - 430000-0001-RFP

TRADE SERVICES AGREEMENT
[INSERT TYPE OF SERVICE]
PCS # _____

This Trade Services Agreement (“Contract”) is entered into by the State Board of Higher Education acting by and through the University of Oregon (“University”) and [NAME OF SERVICE PROVIDER] (“Contractor”). University and Contractor are each “Party” and collectively “Parties”.

RECITALS

- A. University requires [describe services/work/deliverables], as further described in this Contract (“Work” or “Deliverables”).

[OPTIONAL: University has issued an [formal/informal] solicitation seeking the Work and Contractor has timely responded to the solicitation and been selected for Contract award.]

- B. Contractor represents that it has the requisite skill, experience and qualifications to perform the Work under this Contract and was the successful respondent to the informal solicitation.

- C. University and Contractor wish to enter into Contract for the Work.

AGREEMENT

In consideration of the above Recitals, which are incorporated into this Contract, the mutual promises contained in this Contract and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

1. Scope of Work.

Contractor will perform the services and provide the Work described on **Exhibit A**, Scope of Work, which is incorporated by reference.

2. Invoicing and Payment.

Contractor will invoice University and University will pay Contractor in accordance with the invoicing instructions and payment terms included on **Exhibit B**, “Invoicing and Payment.” The total compensation under this Contract, including any reimbursable expenses, will not exceed \$[TOTAL AMOUNT OF CONTRACT].

3. Term.

3.1 This Contract will commence on [START DATE] or on the date last signed, whichever is later (“Effective Date”) and will terminate on [END DATE].

[3.2 University may renew this Contract for _____ additional _____ terms. All of the terms and conditions of this Contract will apply to any renewal terms except fees and that the number of renewal term options exercised will be reduced by the number already exercised. Fees for each renewal term may increase by no more than three percent over the fees of the immediately preceding term.]

4. Insurance.

Contractor will secure at Contractor's expense and keep that insurance in effect during the term of this Contract either 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. Upon request by University, Contractor will secure at Contractor's own expense and keep in effect during the term of this Contract a Commercial Auto Liability insurance policy with a minimum combined single limit of \$1,000,000 per occurrence for each accident and \$2,000,000 aggregate. Any requested insurance policies are to be 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. All liability insurance will be arranged on an "occurrence" basis. No insurance will be allowed on a "claims made" basis.

If insurance is required by this Contract, upon request by University, Contractor must provide a Certificate of Insurance to University from the insuring company evidencing insurance coverage required by this Contract. The "Description of Operations" must include (using the following exact language) the "State Board of Higher Education acting by and through the University of Oregon, their officers and employees" as additional insured. Upon request, Contractor must also provide an endorsement to University from the insuring company, naming (using the following exact language) the "State Board of Higher Education acting by and through the University of Oregon, their officers and employees" as additional insured.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30-days' written notice from Contractor or its insurer(s) to University, Contracts Manager at the following address: 720 E. 13th Avenue, Suite 302, Eugene, OR 97401.

5. Notices.

Any notice under this Contract shall be in writing and be delivered in person or by public or private courier service (including U.S. Postal Service Express Mail) or certified mail with return receipt requested or by facsimile. All notices shall be addressed to the parties at the following addresses or at such other addresses as the parties may from time to time direct in writing:

University:

(Department Head)

(Department)

University of Oregon

(Address)

Eugene, OR 97403
Fax: (541) 346-_____

With a copy to:
Purchasing and Contracting Services
720 E. 13th Ave., Suite 302
Eugene, OR 97401
Fax: (541) 346-2425

Contractor:
_____ (Company Name)
Attention: _____ (Contact)
_____ (Address)
_____ (Address)
Fax: (###) ###-####

With a copy to:
_____ (Company Name)
Attention: _____ (Contact)
_____ (Address)
_____ (Address)

Any notice shall be deemed to have been given on the earlier of: (a) actual delivery or refusal to accept delivery, (b) the date of mailing by certified mail, or (c) the day facsimile delivery is verified. Actual notice, however and from whoever received, shall always be effective.

[OPTIONAL: Other OUS Institutions. Other Oregon University System (“OUS”) institutions may purchase the products and services offered under this Agreement at the same rates and on same terms and conditions as offered to University. Each OUS institution wishing to utilize the products and services offered under this Agreement will execute its own agreement (purchase order or purchase instrument) for its requirements with Contractor. The other OUS institutions utilizing this option will be individually responsible for their obligations pursuant to their separate agreements. Likewise, Contractor will be separately responsible to the other OUS institutions pursuant to those separate agreements. Any such separate agreements with other OUS institutions will not impact Contractor’s obligations to University. University makes no representation or guarantee as to volume of such additional purchases by other OUS institutions.]

6. Standard Terms and Conditions.

The Standard Terms and Conditions for Trade Services Agreement are attached as **Exhibit C**.

7. Attachments. All exhibits, attachments, addenda, and schedules which are referred to in this Agreement are incorporated in this Agreement.

[NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS WHEREOF, the Parties have entered into this Contract.

UNIVERSITY

The State Board of Higher Education,
Acting by and through the University of Oregon

By: _____ Date: _____

Name: _____

Title: _____

CONTRACTOR

By (Sign) _____ Date: _____

Name (Print) _____

Title _____

**EXHIBIT A
TRADE SERVICES AGREEMENT
SCOPE OF WORK**

The following services are to be provided by the Contractor:

[Provide a detailed description of the Work to be performed (or reference an attachment) including any milestone dates, standards or guidelines to be met, identified deliverables, etc.]

EXHIBIT B
TRADE SERVICES AGREEMENT
INVOICING AND PAYMENT SCHEDULE

INVOICING:

Contractor will submit invoices [basis for invoicing] or when all Work is completed. Invoice documents will clearly identify all Work performed, the date the Work was completed, the time to complete the Work (if appropriate), and identify who performed the Work. All expenses, if reimbursable, must be identified and itemized.

PAYMENT:

[Please insert a detailed statement of the dates and amounts for payments to be made and any service milestones or deliverables attendant to such payments..

EXHIBIT C
TRADE SERVICES AGREEMENT
STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS:** (i) "Contract" means the entire written Trade Service Agreement, these Trade Service Agreement Standard Terms and Conditions, and any other terms and conditions and agreements referenced in the Contract. (ii) "ORS" means the Oregon Revised Statutes; "OAR" means Oregon Administrative Rule; "USC" means United States Code. (iii) "Deliverables" means goods and/or services provided to University by Contractor under this Contract. (iv) "University" means the State Board of Higher Education acting by and through the University of Oregon, making the purchase pursuant to this Contract, and means an ORCP member if the purchase is being made under the State of Oregon's cooperative purchasing program authorized by ORS 190.240. (v) "Contractor" means the party named in Contract with whom University has contracted for the purchase of goods or goods and services. (vii) University and Contractor are each a "Party" and collectively "Parties".
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. FEDERAL REQUIREMENTS. If this Contract is federally funded in whole or in part, Contractor must comply with all applicable provisions of OMB Circular A-110. Further, if this Contract is funded with American Recovery and Reinvestment Act (ARRA) funds or if Federal Funding Accountability and Transparency Act (FFATA) applies, Contractor is required to submit certain information to University. If Contractor fails to timely submit such required information, University reserves the right to cancel this Contract or, if work has been performed, withhold payment until such required submittals have been received.

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

9. 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 Contract, 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.

10. INSPECTIONS. Deliverables furnished under this Contract will be subject to inspection and test by University at times and place determined by University. If University finds Deliverables furnished to be incomplete or not in compliance with solicitation specifications, University may reject the Deliverables and require Contractor to either correct them without charge, or provide at a reduced price, at University's discretion. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by University, University may reject the Deliverables and cancel this Contract in whole or in part. Nothing in this paragraph will in any way affect or limit University's rights as buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.

11. 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.

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

13. 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: (i) federal or state laws, rules, regulations, or guidelines are modified or interpreted in such a way that any Deliverables or services to be provided by Contractor under this Contract are no longer allowable or appropriate for purchase by University or are no longer eligible for the funding proposed for payment authorized by this Contract; (ii) any license or certificate required by law or regulation to be held by Contractor to provide Deliverables under this Contract is denied, revoked, or not renewed for any reason; (iii) if Contractor becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended, is filed by Contractor; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably to Contractor within ninety (90) calendar days. (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.

14. 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.

15. REMEDIES. (a) In the event of termination pursuant to Section 13(b), (c)(i) and 14, 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 13(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 13(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.

16. 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.

17. 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.

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

19. 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.

20. 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.

21. 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.

22. 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.

23. MATERIAL SAFETY DATA SHEET. In accordance with the OR-OSHA Hazard Communication Rules in OAR chapter 437, Contractor will provide University with a Material Safety Data Sheet for any Deliverables provided under this Contract which may release, or otherwise result in exposure to a hazardous chemical under normal conditions of use. In addition, Contractor must label, tag, or mark such Deliverables.

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

25. 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.

26. 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.

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

28. 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.

29. TIME IS OF THE ESSENCE. Contractor agrees that time is of the essence under this Contract.
30. PAYMENT. Unless a different payment date is specified in this Contract, payment for goods and services under the Contract will be made within 45 days following the date the entire order is delivered, services complete, if applicable, or the date the invoice is received, whichever is later. Payment of overdue account charges by University will be subject to OAR 580-061-0050.
31. 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.
32. 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.
33. 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.
34. 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).
35. SUCCESSORS IN INTEREST. This Contract will be binding upon and will inure to the benefit of the Parties, and their respective successors and assigns.
36. SMOKE AND TOBACCO FREE CAMPUS. Contractor acknowledges and agrees University's grounds and premises are smoke and tobacco free. Contractor and Contractor's employees, agents and subcontractors, if any, agree not to smoke or use tobacco products while on University property.
37. 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 by delivering the Contract with an original signature to the requesting Party.
38. 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.

EXHIBIT C
Travel Management Services - 430000-0001-RFP
University's Travel Volume

Fiscal Year 2013	
Airfare billed on University Ghost Cards	\$5,447,783.90
Airline Tickets Issued on University Ghost Cards	9,877
Airfare Reimbursed to University Travelers	\$1,128,828.08
Airfare Billed on University Procurement Cards	\$343,940.77
Total expenses related to travel, including fares, per diems, terminal expenses, repatriation, transportation rental, baggage, field travel, passport renewals and other.	\$18,932,971.73

*Athletics travel included in FY2013 volume above, Athletics travel (approximately \$1.9 Million) is not within the scope of this RFP.