



**REQUEST FOR PROPOSAL
No. DC180438P**

**Travel Management Services
For
OSU Intercollegiate Athletics**

PROPOSAL DUE DATE AND TIME
August 30, 2016 (2:00 PM, PT)

SUBMITTAL LOCATION

Oregon State University
Procurement, Contracts and Materials Management
644 SW 13th Avenue
Corvallis, Oregon 97333

OSU Procurement, Contracts and Materials Management Offices are open Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.
Offices are closed during the 12:00 noon-1:00 pm lunch hour.

ELECTRONIC SUBMITTAL ADDRESS

bids@oregonstate.edu

1.0 GENERAL

1.01 SCHEDULE OF EVENTS

- Issue Date August 2, 2016
- Deadline for Requests for Clarification or Change August 16, 2016 (2:00 pm, PT)
- Proposal Due Date and Time August 30, 2016 (2:00 pm, PT)

This Schedule of Events is subject to change. Any changes will be made through the issuance of Written Addenda.

1.03 ISSUING OFFICE

The Procurement, Contracts and Materials Management (PCMM) department of Oregon State University ("OSU") is the issuing office and is the sole point of contact for this Request for Proposal. Address all concerns or questions regarding this Request for Proposal to the Administrative Contact identified below.

1.04 ADMINISTRATIVE CONTACT

Name: Donna Cain
Title: Purchasing Analyst 3
Telephone: 541-737-3423
Fax: 541-737-2170
E-Mail: donna.cain2@oregonstate.edu

1.05 DEFINITIONS

As used in this Request for Proposal, the terms set forth below are defined as follows:

- a. "Addenda" means an addition to, deletion from, a material change in, or general interest explanation of the Request for Proposal.
- b. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- c. "Proposal" means an offer, binding on the Proposer and submitted in response to a Request for Proposal.
- d. "Proposer" means an entity that submits a Proposal in response to a Request for Proposal.
- e. "Proposal Due Date and Time" means the date and time specified in the Request for Proposal as the deadline for submitting Proposals.
- f. "Request for Proposal" (RFP) means a Solicitation Document to obtain Written, competitive Proposals to be used as a basis for making an acquisition or entering into a Contract when price will not necessarily be the predominant award criteria.
- g. "Responsible" means an entity that demonstrates their ability to perform satisfactorily under a Contract by meeting the applicable standards of responsibility outlined in OSU Standard 580-061-0130.
- h. "Responsive" means a Proposal that has substantially complied in all material respects with the criteria outlined in the Request for Proposal.
- i. "Written or Writing" means letters, characters, and symbols that are intended to represent or convey particular ideas or meanings and are made in electronic form or inscribed on paper by hand, print, type, or other method of impression.

2.0 INTRODUCTION AND BACKGROUND

2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for a complete Travel Management Services solutions to support OSU Intercollegiate Athletics. OSU requests Proposers to submit a Proposal that incorporates innovative approaches, cost savings and efficiency. Proposer should offer Proposals reflecting your company's expertise, industry best practices, and consideration of the OSU processes and spend data provided in **Section 2.02** of this RFP.

2.02 OSU INTERCOLLEGIATE ATHLETICS TRAVEL BACKGROUND

Through the power of sport, OSU helps people discover and pursue their passions, talents and purpose in order to live a life of balance and positive contribution. OSU is currently under contract with three (3) Travel Management Contractors (TMC). One of these TMC's is currently dedicated to Intercollegiate Athletics travel. The results from this RFP will replace the existing contract with the TMC who is providing services to Intercollegiate Athletics. The contracts are non-mandated, and departments may choose any method or contractor to arrange for travel services.

OSU estimates that its airline, ground transportation, lodging and meal expenses for **Intercollegiate Athletics** are in excess of \$1.3 million dollars annually. The following is OSU's expense data for fiscal year 2015:

Total Travel Volume (includes air, hotel, car)	\$1,372,611																		
Current Travel Program	Currently one preferred TMC for Intercollegiate Athletics, but OSU uses other contracted TMCs for OSU-wide travel.																		
Travel Policy/Department Information																			
Overall objectives of TMC for this RFP process and moving forward.	Excellent customer service, reduced travel & entertainment (T & E) costs, strong relationships with travel vendors. Include easy, accurate and efficient travel reservation process, whether it be agent assisted or via online booking tool.																		
OSU Travel Policy	OSU's Travel Policy can be found at: http://fa.oregonstate.edu/business-affairs/travel																		
Is OSU's Travel Policy mandated?	OSU Travel Policy is mandated but it does not mandate the use of a specific or a single TMC. Travelers are allowed to use whichever TMC they prefer. The current TMC supporting Intercollegiate Travel is their preferred TMC.																		
AIRLINE VOLUME All volumes are quoted for calendar year 2015 using data from the TMC supporting Intercollegiate Athletics																			
Annual Domestic Air Volume	\$1,237,141																		
Annual Domestic Transactions	3,743																		
Domestic Average Ticket Price	\$317.49																		
Annual International Air Volume (orig US)	\$39,608																		
Annual International Transactions	52																		
International Average Ticket Price	\$761.70																		
Top Five (5) Airline Vendors (Spend/Percentage) (Group deposits excluded from airline summary)	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th style="text-align: right;">\$\$</th> <th style="text-align: right;">%</th> </tr> </thead> <tbody> <tr> <td>1) Alaska Airlines</td> <td style="text-align: right;">\$307,847</td> <td style="text-align: right;">25.1%</td> </tr> <tr> <td>2) Southwest Airlines</td> <td style="text-align: right;">\$185,164</td> <td style="text-align: right;">15.1%</td> </tr> <tr> <td>3) Delta Airlines</td> <td style="text-align: right;">\$254,954</td> <td style="text-align: right;">20.8%</td> </tr> <tr> <td>4) United Airlines</td> <td style="text-align: right;">\$216,428</td> <td style="text-align: right;">17.6%</td> </tr> <tr> <td>5) US Airways</td> <td style="text-align: right;">\$71,532</td> <td style="text-align: right;">5.8%</td> </tr> </tbody> </table>		\$\$	%	1) Alaska Airlines	\$307,847	25.1%	2) Southwest Airlines	\$185,164	15.1%	3) Delta Airlines	\$254,954	20.8%	4) United Airlines	\$216,428	17.6%	5) US Airways	\$71,532	5.8%
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HOTEL VOLUME																			
Annual Hotel Volume	\$80,373																		
Annual Room Nights	Hotel Properties Listed: 186 Hotel Properties Not Listed: 90 Total: 276																		
Who handles hotel negotiations?	Current TMC.																		
CAR RENTAL VOLUME																			

Total Car Rental Volume	\$55,096		
Top Four (4) Car Rental Companies (Spend/Percentage)		\$\$	%
	1) Enterprise Car Rental	\$18,642	33.8
	1) National Car Rental	\$17,225	31.3%
	2) Hertz Car Rental	\$15,219	27.6%
	3) Avis Car Rental	\$2,245	4.3%
Who handles car rental negotiations?	State of Oregon (Enterprise/National/Hertz).		
ONLINE BOOKING TOOL			
On-line Booking Tool	Yes, Current TMC provided solution.		
How is the fulfillment currently done for on-line booking?	Traveler books self-travel or department assistants serve as travel arrangers/coordinators on behalf of others.		

OSU’s CURRENT TRAVEL PLANNING/PAYMENT PROCESS:

- a. Once approval is given, the travel coordinator or traveler will make reservations for airline, ground transportation and lodging by calling one of OSU’s contracted TMC’s or independently through another method (e.g. Online booking tool such as Expedia, etc.). If travel is booked through one of the contracted TMC’s, the US Bank Travel Ghost Card is charged pending approval by an OSU Travel Authorizer. The OSU Ghost Card provided by OSU’s Business Affairs/Financial Accounting and Analysis Department is provided to Contractor to charge approved airfare transactions and other services.
- b. If reservations are made using an OSU TMC, the travel coordinator, traveler and OSU Business Affairs receive email confirmation of the trip with itinerary and ticketing information.
- c. Traveler pays for travel expenses using the traveler’s personal credit card or cash. Some travelers have an actual “corporate” travel card to pay for reimbursable travel expenses incurred while on official OSU business, including lodging, meals, car rentals, and other miscellaneous T & E-related expenses.

2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. OSU is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. OSU is also the only Oregon institution to hold the Carnegie Foundation's top ranking for research universities, a recognition of the depth and quality of OSU's graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, OSU has a presence in almost every one of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. OSU offers undergraduate, masters and doctoral degrees through 12 academic colleges enrolling more than 26,000 students from every county in Oregon, every state in the country and more than 90 nations.

3.0 SCOPE OF WORK

3.01 SCOPE OF WORK: Categories and Scope of Category Functions

The objective of this RFP is to select the most appropriate vendor and develop a partnership with that vendor to provide OSU Intercollegiate Athletics with a travel management program. By solidifying a relationship, OSU hopes to maximize the opportunities to manage travel expenses resulting in cost savings and improved services. Proposals should include information documenting your Proposer’s ability to meet the following categories and desired functionality whether that is for a service configuration that is on-site, off-site, or a combination of both.

CATEGORIES	SCOPE OF CATEGORY FUNCTIONS
Reservation Process/Service Requirements	
Global Reservation Process	<ul style="list-style-type: none"> > Arrange reservations with air, auto, hotel, and other travel needs as requested. > Offer lowest available rates on all service providers. > Ensure use of OSU travel provider contract ID #'s and rates. > Book preferred seating, request special meals, and other services as governed by traveler profiles and document itinerary. > Comply with situation specific OSU Travel Policy and trip approval requirements > Document Passenger Name Record (PNR) documentation, reason codes, and low fare comparison. > Waitlist if necessary and confirm cleared waitlists (lower fare or sold out situations), communicate results to traveler and travel planner/coordinator. > Provide automatic printing of qualifying unused electronic tickets for refund/void. Provide future exchange where applicable. > Offer use of tickets on file or voucher exchange and maintain unused non-refundable database. > Maintain active log of unused tickets (received via electronic tickets or hard copy tickets returned). > Manage unused ticket bank to maximize asset recovery.
Fare Search	<ul style="list-style-type: none"> > Provide continuous low fare search thru a Global Distribution System ("GDS") and web/internet fares or other systems. > Provide international rate desk support. > Do not require the traveler to "price shop" - travel portal or agent assistance should ALWAYS be quoting the best options and the best possible prices.
Traveler Profiles	<ul style="list-style-type: none"> > Provide input of traveler profiles. > Maintain traveler profile in the GDS and online booking system. > Profiles updated or deleted as required for terminations, transfers or new hires.
Hotel	<ul style="list-style-type: none"> > Provide lowest hotel rate options using negotiated rates (if available), TMC, or lowest rates available.
Passport and Visa ("Informative Role")	<ul style="list-style-type: none"> > Notify travelers of all passport and visa requirements. > Direct travelers to the designated passport and visa processors where applicable.
Telephone Service Levels	<ul style="list-style-type: none"> > Maintain service levels as defined by industry standards and/or OSU. > Provide telephone test travel alerts automatically. Traveler should not have to pre-register for these services.
Quality Control	<ul style="list-style-type: none"> > Provide quality control process for all reservations. > Comply with policy exceptions with automated/manual process.
Group Travel, Air Charters	
Athletics' Group Travel	<ul style="list-style-type: none"> > Air/hotel block. > Ground transportation assistance, if needed.
Air Charters – OSU Football	<ul style="list-style-type: none"> > Provide commercial aircraft to OSU's Football Team per the season schedule. > If OSU qualifies for a post-season football game (e.g. bowl game), offer flight service for the football team and staff.
Personnel, Account Management, Configuration	
Travel Agents	<ul style="list-style-type: none"> > Provide staffing support for scheduled and unscheduled absence for the

	<p>travel agent.</p> <ul style="list-style-type: none"> > Provide qualified support staff for ticket issuance and ticket packaging. > Quality of agent performance within each respective experience level should be consistent at all times. > Provide experienced agency staff for the increase of business in a timely manner.
TMC Account Manager	<ul style="list-style-type: none"> > Provide OSU with an account manager to support and meet the needs of OSU Intercollegiate Athletics travel program.
Business Reviews and Process	<ul style="list-style-type: none"> > Meet with OSU Intercollegiate Athletics and OSU's Contract Administrator at a minimum one (1) time per year to participate in a review of the plans/outcomes to the aligned goals and strategic partnership. > Formal reviews should include a review of benchmarking with the industry as well as the agency customers and include travel agent performance.
Added Value Services	<ul style="list-style-type: none"> > Assist special needs travelers. > Provide Health Department and Dept. of State advisories. > Smart phone capabilities. > Rebates/discounts from travel affiliates, where applicable.
Customer Service	<ul style="list-style-type: none"> > Provide customers with a response point of contact that provides problem resolution for travelers. > Track and analyze issues, errors, and process improvement. > Review and follow-up on all issues in a timely basis. > Provide assistance to track feedback from travelers/arrangers/coordinators.
Ticket Issuance and Distribution	
Pre-Paid and Other Misc. Documents	<ul style="list-style-type: none"> > Prepare and process appropriate written documents where absolutely necessary and where electronic tickets cannot meet the needs.
Ticket Distribution	<ul style="list-style-type: none"> > Distribute all tickets and invoices accurately and in a timely manner. > Deliver customized e-ticket itineraries and receipts as needed via email. > Provide distribution of paper tickets via mutually agreeable delivery service.
Technology Services	
Point of Sale Technology	<ul style="list-style-type: none"> > Internet/web fare capability. > Point of Sale (POS) technology. > Utilize any or all major GDSs. > Utilize automated pricing programs to ensure OSU obtains the best possible fares. > Payment Card Industry (PCI) Compliance – Awarded Vendor <u>*MUST* PASS the OSU compliance standards.</u>
Online Booking Assistance	<ul style="list-style-type: none"> > Provide assistance with online booking at no additional fee.
Travel Risk Management	
Emergency Situations – Security Alert	<ul style="list-style-type: none"> > Prepare, support, publish and maintain information to quickly identify travelers who: <ul style="list-style-type: none"> a) May be in high risk security locations. b) Have travel booked to high risk destinations. c) May be requesting travel to high risk destinations and need to be informed. d) Publish (or send/push) high risk security communications and updates to travelers as required and requested upon by OSU.
Emergency Travel Assistance	<ul style="list-style-type: none"> > Provide 24/7 emergency airline, car, hotel and ground travel assistance for OSU travelers as needed.
Disaster Recovery	<ul style="list-style-type: none"> > Create, publish, maintain and deploy comprehensive disaster recovery plans for reservations, vendor disaster, world crisis, technology, information retrieval, traveler/arranger/coordinator communication plan.

Reporting	
Reporting and Back Office Processing	<ul style="list-style-type: none"> > Provide accounting support and weekly processing of all tickets issued through Airline Reporting Corporation (ARC); process refunds, ticket, exchanges, voids. > Provide reports, at a minimum annually, to include: All travel provider usage data (\$/#), year to year comparison, transaction fees (if applicable). > Maintain and/or establish dedicated ARC numbers if applicable to service configuration. > Electronic ticket tracking. > Pre-trip reporting for cost avoidance. > Un-used ticket tracking.

3.02 – SAMPLE CONTRACT

- A **SAMPLE** contract containing contractual terms and conditions are included at **Exhibit A**. The final Contract will contain the terms and conditions included in the SAMPLE Contract as well as any additional terms and conditions resulting from negotiations between OSU and the awarded Proposer.

4.0 PROPOSER QUALIFICATIONS

OSU requests Proposers to submit Proposals that incorporate innovative approaches, cost savings and efficiency. Proposer should offer Proposals reflecting your company’s expertise, industry best practices, and consideration of the OSU processes and spend data provided in **Section 2.02** of this RFP.

4.01 MINIMUM QUALIFICATIONS

In order to qualify as a Responsive Proposer, the Proposer needs to meet the minimum qualifications below.

- a. A minimum of three (3) years of experience providing travel services to organizations of comparable size and travel profile.
- b. Contractor is an Airlines Reporting Corporation (“ARC”) and/or International Air Transport Association (“IATA”) accredited travel contractor.

4.02 PREFERRED QUALIFICATIONS

OSU will award additional points for Proposers able to meet the preferred qualifications below.

- a. Experience in a Higher Education environment.
- b. Awards or recognition from clients or professional organizations for outstanding customer service.
- c. Experience with implementation of a university travel system with a focus on Intercollegiate Athletics.

5.0 REQUIRED SUBMITTALS

5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic **or** hard copy via any of the methods detailed in the section below titled SUBMISSION. If submitting via hard copy, include one (1) electronic copy (PDF format) of Proposal on CD/DVD/flash drive. Proposals should contain original signatures on any pages where a signature is required (in the case of electronic submissions, either electronic signatures or scans of hand-signed pages should be included). Proposals contain the submittals listed in section 5.2 Required Submittals below.

5.02 REQUIRED SUBMITTALS

It is the Proposer’s sole responsibility to submit information in fulfillment of the requirements of this Request for Proposal. Required submittals in the checklist below must be included in the Proposal or it will cause the Proposal to be deemed non-responsive. **This checklist is provided solely for the convenience of the Proposer.**

Proposers must submit the following information:

<p>TMC General Information</p>	<p>PROPOSER CHECKLIST</p>
<p>1. Provide an Executive Summary that outlines a brief history of Proposer's company including the number of years in business. 2. Provide an overview of Proposer's company's global presence. 3. Outline Proposer's company's infrastructure including role descriptions and organizational charts for the proposed service and staff configuration. 4. Provide Proposer's annual air travel sales for the past three (3) years and the corresponding number of air transactions (breakdown as domestic, international, total). 5. Provide a list of travel or purchasing consortiums to which Proposer is associated. 6. Provide documented proof that Proposer is an Airlines Reporting Corporation ("ARC") and/or International Air Transport Association ("IATA") accredited agency.</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p>Reservation Process/Service Requirements</p>	<p>PROPOSER CHECKLIST</p>
<p>1. Explain how Proposer's reservation system allows agents to search for internet and web-fares. 2. Explain how the Travel Policy, unused tickets, and OSU preferred options get displayed to agents when OSU employees call in a reservation. Include an explanation how this information is consistent when someone is calling Proposer's after-hours service. 3. Explain if Proposer's system automatically tracks unused tickets that can be applied to future trips and are the agents automatically prompted to offer these credits or do you use a manual system? 4. Provide an explanation of Proposer's utilization of the unused ticket process in detail. 5. Are all trips (online and by phone) and booking history displayed in the system at all times? Does the system display real-time or if they require synchronization, provide how long after the reservation is made is the synchronization accomplished? 6. Explain what communications Proposer offers to advise travelers of last minute changes, delays, cancellations, etc, to their trip. 7. Provide an outline of Proposer's international services including average international ticket savings, average agent experience, and any special international services provided. 8. What travel security/alert programs/tools does Proposer offer for domestic and international travelers? Provide a cost breakdown for this service if one is incurred. 9. What are Proposer's current quality performance measurements? Provide a detailed sample report for managing these measurements. 10. Provide a copy of Proposer's Service Level Agreement (SLA) with proven key performance indicators that measure quantifiable outcomes.</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p>Personnel, Account Management, Configuration</p>	<p>PROPOSER CHECKLIST</p>
<p>1. Provide a description of the role of the account manager and anyone else who will provide account management services to OSU Intercollegiate Athletics. Include the reporting hierarchy of this role and if this person is not the sole contact for all customer service/account management issues. If not the sole contact, provide the additional personnel roles and hierarchy. Include what percentage of time will be allocated to service the OSU account. 2. Provide Proposer's process for tracking unused refundable and non-refundable tickets and what assistance will Proposer provide to OSU to ensure maximum</p>	<p style="text-align: center;"><input type="checkbox"/></p>

<p>utilization of these assets.</p> <p>3. Provide a description of all automated programs that are utilized by Proposer for booking, tracking, and/or reporting.</p> <p>4. Provide the sources that Proposer uses for providing benchmarking data.</p> <p>5. Provide descriptions of the approach Proposer would take to assist OSU in achieving significant program enhancements and cost control.</p> <p>6. Provide a flowchart and/or documentation of Proposer's process to track and analyze issues, error and process improvement.</p>	
<p>Technology Services On-Line Booking Tool</p>	<p>PROPOSER CHECKLIST</p>
<p>1. Provide the type of on-line booking tools Proposer offers to clients. If Proposer does not provide a propriety online booking tool, please indicate what interface/portal Proposer would provide.</p> <p>2. Provide complete capabilities and pricing for Proposer's recommended on-line booking tool. Please make sure to also answer the following questions:</p> <ul style="list-style-type: none"> a. Does the online tool search various travel internet sites and include these options in the availability display for the traveler to see and book? b. Can the system identify alternate airports for origination and/or destination? c. Can the availability display options be limited by OSU if so desired? d. Does the traveler have the ability to change just certain fields in their travel profile? e. Can an employee book for multiple travelers? f. Is there a limit to the number of negotiated rates and policies that can be loaded in the system? g. Is the booking tool configurable, customizable or both? If so, is there a cost? h. Does Proposer provide a 24/7 help desk for the on-line tool? If so, is it provided by employees or a third party? i. Provide in detail the transition and training process that Proposer recommends to move Intercollegiate Athletics travelers from OSU's current online booking tool to Proposer's recommended on-line tool. Provide sample training material. Does Proposer provide a mass upload template from one system to the other? If so, please provide samples of what software is used – (i.e. excel, access, other). <p>3. Provide the adoption rate of the on-line booking tool(s) for all of Proposer's clients.</p> <p>4. Provide a description of Proposer's ability to secure special airline services for travelers, including preferred seating, waitlist, clearance, and automated frequent flyer upgrade processing. If applicable, clearly describe the automation of this.</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p>PCI Compliance</p>	<p>PROPOSER CHECKLIST</p>
<p><u>Exhibit F:</u> "OSU Security Questions for Technology Based Procurements" <u>MUST</u> be completed and returned with your proposal.</p>	<p style="text-align: center;"><input type="checkbox"/></p>
<p>Air Charter Services for Football and other Intercollegiate Athletic Teams</p>	<p>PROPOSER CHECKLIST</p>
<p>1. Provide a list of National Football League (NFL) & National Collegiate Athletic Association (NCAA) athletic teams Proposer is currently servicing for team charters.</p> <p>2. Provide a sample of the documents used to obtain quotes for air charter services.</p> <p>3. Provide a sample list of questions that are to be completed by company providing air charter services. (e.g. aircraft make/model to be used for flights? catering? etc)</p> <p>4. Provide a sample of Proposer's invoice. Also, if Proposer is being compensated by the charter operator for the flight, provide a sample of an invoice that may state the commission separately on the invoice.</p>	<p style="text-align: center;"><input type="checkbox"/></p>

Travel Risk Management /Disaster Recovery	PROPOSER CHECKLIST
<p>1. Provide a detailed process Proposer is using for travel risk management/disaster recovery that covers reservations, vendor disaster, world crisis, technology, information retrieval, traveler/arranger communication plan, etc.</p> <p>2. Provide details regarding Proposer's emergency/after- hours servicing capabilities. Include how Proposer will access current traveler information.</p>	<input data-bbox="1281 260 1365 317" type="checkbox"/>
Cost Controls	PROPOSERS CHECKLIST
<p>1. Provide a list of all discounts and alliances Proposer has in place for OSU travelers to utilize including, but not limited to, alliances for air, hotel, and care rental rates. Examples of negotiated discounts Proposer has offered specifically on behalf of its clients may be considered.</p> <p>2. Providing examples of negotiated discounts that Proposer has offered specifically on behalf of Proposer's clients may be considered.</p>	<input data-bbox="1292 527 1377 583" type="checkbox"/>
Customer Service	PROPOSERS CHECKLIST
<p>1. Provide Proposer's written customer service policies including an escalation path description for problem resolution.</p>	<input data-bbox="1284 764 1369 821" type="checkbox"/>
Administration	PROPOSERS CHECKLIST
<p>1. Provide a timeline with flowchart showing Proposer's invoice processing from a trip being booked through to final invoicing, including what information is included on the invoice.</p>	<input data-bbox="1284 911 1369 968" type="checkbox"/>
Service Configuration (On-Site, Off-Site)	PROPOSERS CHECKLIST
<p>Based on OSU's volume of travel and service requirements, provide a recommendation for the best option(s) for the service configuration for our Intercollegiate Athletics travel program:</p> <p>A. If Proposer is recommending <u>ON-SITE</u>, provide responses to the following:</p> <p>1. Provide the specific number of agents, experience level, management team, resources for agents, and coverage for sick leave/vacation days, etc.</p> <p>2. What resources will Proposer require from OSU?</p> <p>3. How will Proposer measure on-site agent(s) performance? Will Proposer require input from OSU?</p> <p>4. How frequently will Proposer report on on-site staff performance: call returns, customer comments/issues, agent productivity, etc.?</p> <p>5. Provide the type of metrics Proposer has in place to ensure that quality standards of performance are being consistently provided. Please provide a minimum of one sample of these metrics.</p> <p>B. If Proposer is recommending <u>OFF-SITE</u>, provide responses to the following:</p> <p>1. Provide information with regard to this being a dedicated team and how many agents are in the team?</p> <p>2. Provide specific experience level, management team, resources for agents, coverage for sick/vacation days, etc.</p> <p>3. During peak call times, what will happen to OSU calls when all agents on the dedicated team are not available?</p> <p>4. What was your average call wait time for the past twelve (12) months prior to proposal due date?</p> <p>5. How will Proposer measure off-site agent(s) performance? Will you require input from OSU?</p>	<div style="text-align: center; margin-top: 200px;"> <input data-bbox="1284 1304 1369 1360" type="checkbox"/> </div> <div style="text-align: center; margin-top: 200px;"> <input data-bbox="1292 1703 1377 1759" type="checkbox"/> </div>

6. How frequently will Proposer report on dedicated staff performance: phone performance, phone monitoring, agent productivity, customer comments/issues, etc.? 7. What types of metrics does Proposer have in place to ensure quality standards of performance are being consistently provided? Provide a minimum of one sample of these metrics. ***If Proposer recommends any other configuration, ensure that Proposer describes the set-up completely, location, staffing, management, etc.	
TMC Implementation Plan	PROPOSERS CHECKLIST
<i>If Proposer is successful in being awarded OSU's Intercollegiate Athletics business travel management services contract, explain how would Proposer implement its services by providing an implementation plan that:</i> 1) Outlines major action items for Proposer and OSU Intercollegiate Athletics. 2) Provide the implementation timeframe. 3) Outlines the transitions from existing travel contractor. 4) Includes staff responsible for the implementation. 5) Contingency plan during the transition. 6) Provides Proposer's process for creating traveler profiles. 7) Provide the number of training sessions/tools available and at what cost to effectively transition our travelers over to a new platform.	<input type="checkbox"/>
Financial Proposal	PROPOSERS CHECKLIST
<i>Based on OSU's volume of travel and service requirements, recommend the best pricing structure for the service configuration(s) that Proposer is recommending for OSU's Intercollegiate Travel program.</i> ***Include with Exhibit D, Exhibit E or a combination of both: ➤ <i>All costs, including service pricing as well as optional services fees.</i> ➤ <i>List all fees that are considered start-up fees and mark them appropriately.</i>	<input type="checkbox"/>
OTHER REQUIRED SUBMITTALS	PROPOSERS CHECKLIST
<u>EXHIBIT B: CERTIFICATIONS</u>	<input type="checkbox"/>
<u>EXHIBIT C: REFERENCES</u>	<input type="checkbox"/>
<u>EXHIBIT D: OFF-SITE DEDICATED AGENT(s)- SCOPE OF SERVICES AND PRICING</u>	<input type="checkbox"/>
<u>EXHIBIT E: ON-SITE DEDICATED AGENT(s)- SCOPE OF SERVICES AND PRICING</u>	<input type="checkbox"/>
<u>"OPTIONAL" SUBMITTAL</u>	
<u>SERVICE LEVEL AGREEMENT ("SLA")</u>	PROPOSERS CHECKLIST
Provide an example of Proposer's Service Level Agreement addressing issues including but not limited to error response, responses & fixes, uptime, call response times, etc.	<input type="checkbox"/>

5.03 PROPOSAL FORMAT

Consistency of presentation between applications greatly improves comprehension and comparability for the reviewers. Associated points will be considered for the quality of the submitted proposal:

Submission Format

- Proposers should structure responses as outlined in this RFP. Proposals should be prepared so that responses are specifically addressed in the same order as the requested information is identified.
- Pages should be numbered consecutively and tabs inserted between sections.
- The Proposal must be signed by an authorized official (Exhibit B). Proposals must also provide the name, title, address, phone number and email address for individuals with authority to negotiate and contractually bind the Proposer, and for those who may be contacted for the purpose of clarifying the information provided.
- Proposer must complete:
 - Exhibit B: Certifications
 - Exhibit C: References
 - Depending on what service configuration is being proposed:***
 - Exhibit D: OFF-SITE Dedicated Agent(s), Scope of Services and Pricing
 - Exhibit E: ON-SITE Dedicated Agent(s), Scope of Services and Pricing
 - Combination of both Exhibit D and Exhibit E
 - Exhibit F: OSU Security Questions for Technology Based Procurements

6.0 EVALUATION

6.01 EVALUATION

The stages of review and evaluation are as follows:

- a. **Determination of Responsiveness:**

OSU will first review all Proposals to determine Responsiveness. Proposals that do not meet the minimum requirements or that are submitted by Proposers who do not meet minimum qualifications will be deemed non-Responsive. Written notice will be sent to Proposers whose Proposal is deemed non-Responsive identifying the reason. A Proposer has the right to appeal the decision pursuant to OSU Standard 580-061-130(5).
- b. **First Stage Evaluation:**

Those Proposals determined to be Responsive will be evaluated using the required submittals. Proposals will be scored based on the evaluation criteria listed below. Scores will be used to determine Proposers within a competitive range. The competitive range will be made of Proposers whose individual scores, when viewed together, form a group of the highest ranked Proposers above a natural break in the scores.

OSU reserves the right to ask follow-up questions of Proposers during first stage evaluations. The questions will be for the purpose of clarification of information already contained in submittals and not be an opportunity to submit additional documentation or change existing documentation.

OSU may award after the first stage evaluation to the highest ranked Proposer without moving on to the second stage evaluation. If this option is selected, Written notice of intent to award the Contract to the highest ranked Proposer will be provided to all Responsive Proposers, or an award may be made directly without notice of intent in those instances of a single Responsive Proposer.
- c. **Second Stage Evaluation:**

If award is not made after the first stage evaluation, OSU may choose any of the following methods in which to proceed:

 - i. Issue a Written invitation to Proposers within the competitive range requesting an interview, presentation, site visit or any other evaluative method that is relevant to the goods or services solicited in the Request for Proposal. Written invitations will contain the evaluation criteria and scoring that will be used by the evaluation committee. During this stage of evaluation, OSU may

want to see demonstrations of user interface of systems.

- ii. Engage in oral or Written discussions with and receive best and final Proposals from all Proposers in the Competitive Range or all Proposers submitting Responsive Proposals. Discussions may be conducted for the following purposes:
 - Informing Proposers of deficiencies in their initial Proposals;
 - Notifying Proposers of parts of their Proposals for which OSU would like additional information; or
 - Otherwise allowing Proposers to develop revised Proposals that will allow OSU to obtain the best Proposal based on the requirements set forth in this Request for Proposal.

The conditions, terms, or price of the Proposal may be altered or otherwise changed during the course of the discussions provided the changes are within the scope of the Request for Proposal. Best and final Proposals will be scored based on the evaluation criteria listed below.

Points awarded in the first stage evaluation will not be carried to the second stage evaluation. If a second stage evaluation of all Proposers does not produce an award that is in OSU's best interest, OSU may return to the first stage evaluation to advance additional Proposers to a second stage evaluation.

d. Additional Stages of Evaluation:

If after completion of the second stage of evaluation, an award is not made, OSU may add another stage of evaluation using any of the methods outlined in the second stage evaluation above.

6.02 EVALUATION CRITERIA

Points will be given in each criteria and a total score will be determined. The maximum points available for each criterion are identified below.

<u>Evaluation Criteria</u>	<u>Points</u>
Proposal relative to the Section 3.0: Categories & Scope of Category Functions:	70
Points allocated as follows per Category Function:	
1) Reservation Process / Service Requirements.....	10
2) Group Travel/Air Charters.....	10
3) Personnel, Account Management, Configuration.....	10
4) Ticket Issuance and Distribution.....	10
5) Technology Services.....	10
6) Travel Risk Management.....	10
7) Reporting.....	10
Proposer's Preferred Qualifications	10
Quality of Proposal	5
Price of the goods or services	25
Total	110

6.03 NEGOTIATIONS

OSU may commence serial negotiations with the highest ranked Proposer or commence simultaneous negotiations with all Responsive Proposers within the competitive range. OSU may negotiate:

- a. The Statement of Work;
- b. The Contract price as it is affected by negotiating the statement of Work; and
- c. Any other terms and conditions as determined by OSU.

6.04 INVESTIGATION OF REFERENCES

OSU reserves the right to investigate and to consider the references and the past performance of any Proposer with respect to such things as its performance or provision of similar goods or services, compliance with

specifications and contractual obligations, and its lawful payment of suppliers, subcontractors, and workers. OSU may postpone the award or execution of the Contract after the announcement of the notice of intent to award in order to complete its investigation.

6.03 CONTRACT AWARD

Contract will be awarded to the Proposer who, in OSU's opinion, meets the requirements and qualifications of the RFP and whose Proposal is in the best interest of OSU. If a successful Contract cannot be completed after award, OSU may conclude contract negotiations, rescind its award to that Proposer, and return to the most recent RFP evaluation stage to negotiate with another Proposer(s) for award.

7.0 INSTRUCTIONS TO PROPOSERS

7.01 APPLICABLE STATUTES AND RULES

This Request for Proposal is subject to the applicable provisions and requirements of the Oregon Revised Statutes, Oregon Administrative Rules, and OSU Standards, Policies and Procedures.

7.02 COMMUNICATIONS DURING RFP PROCESS

In order to ensure a fair and competitive environment, direct communication between OSU employees other than the Administrative Contact or other PCMM representative and any party in a position to create an unfair advantage to Proposer or disadvantage to other Proposers with respect to the RFP process or the award of a Contract is strictly prohibited. This restricted period of communication begins on the issue date of the solicitation and for Proposer(s) not selected for award ends with the conclusion of the protest period identified in OSU Standard 580-061-0145(3) and for Proposers(s) selected for award ends with the contract execution. This restriction does not apply to communications to other OSU employees during a Pre-Proposal conference or other situation where the Administrative Contact has expressly authorized direct communications with other staff. A Proposer who intentionally violates this requirement of the RFP process or otherwise deliberately or unintentionally benefits from such a violation by another party may have its Proposal rejected due to failing to comply with all prescribed solicitation procedures. The rules governing rejection of individual solicitation responses and potential appeals of such rejections are at OSU Standard 580-061-0130.

7.03 MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS

Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). If Proposals are based on equivalent products, indicate in the Proposal form the manufacturers' name and number. Proposers shall submit with their Proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous Proposal will not satisfy this provision. Proposers shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals that do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to provide an alternate brand will be received and considered in complete compliance with the specification as listed in the RFP.

7.04 REQUESTS FOR CLARIFICATION OR CHANGE

Requests for clarification or change of the Request for Proposal must be in Writing and received by the Administrative Contact no later than the Deadline for Request for Clarification or Change as specified in the Schedule of Events. Such requests for clarification or change must include the reason for the Proposer's request. OSU will consider all timely requests and, if acceptable to OSU, amend the Request for Proposal by issuing an Addendum. Envelopes, e-mails or faxes containing requests must be clearly marked as a Request for Clarification or Change and include the RFP Number and Title.

7.05 ADDENDA

Only documents issued as Written Addenda by PCMM serve to change the Request for Proposal in any way. No other direction received by the Proposer, written or verbal, serves to change the Request for Proposal. Addenda will be publicized on the OSU procurement website. Proposers are advised to consult the OSU

procurement website prior to submitting a Proposal in order to ensure that all relevant Addenda have been incorporated into the Proposal. Proposers are not required to submit Addenda with their Proposal. However, Proposers are responsible for obtaining and incorporating any changes made by Addenda into their Proposal. Failure to do so may make the Proposal non-Responsive, which in turn may cause the Proposal to be rejected.

7.06 PREPARATION AND SIGNATURE

All Required Submittals must be Written or prepared in ink and signed in ink by an authorized representative with authority to bind the Proposer. Signature certifies that the Proposer has read, fully understands, and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal.

7.07 PUBLIC RECORD

Upon completion of the Request for Proposal process, information in all Proposals will become subject records under the Oregon Public Records Law. Only those items considered a "trade secret" under ORS 192.501(2), may be exempt from disclosure. If a Proposal contains what the Proposer considers a "trade secret" the Proposer must mark each "trade secret". Only bona fide trade secrets may be exempt and only if public interest does not require disclosure.

7.08 SUBMISSION

Proposals must be received in the PCMM office no later than the Proposal Due Date and Time; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Proposal Due Date and Time indicated in this RFP, regardless of the method used to submit the Proposal. Proposals may be submitted via the following method(s):

- 1) Electronic copy in PDF format included as attachment(s) in an e-mail sent to bids@oregonstate.edu. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Due Date and Time will be considered Responsive; do not e-mail a copy of the Proposal to any other e-mail address. Proposals submitted directly to the Administrative Contact e-mail address will NOT be considered Responsive. It is highly recommended that the Proposer confirms receipt of the email with the Administrative Contact noted above or by calling 541-737-4261. The Administrative Contact may open the e-mail to confirm receipt but will NOT verify the integrity of the attachment(s), answer questions related to the content of the Proposal, or address the overall Responsiveness of the Proposal.
- 2) Hard copy in a sealed package or envelope dropped off in person or delivered to the submittal location listed on the Request for Proposal cover sheet. The package or envelope should be addressed to the Administrative Contact. It is highly recommended that the Proposer confirms receipt of the Proposal with the Administrative Contact prior to the Proposal Due Date and Time.

All Proposals, including those submitted through electronic methods (if allowed), must contain Written signatures indicating intent to be bound by the offer. If the Proposer submits multiple versions of the Proposal via different methods and does not explicitly direct OSU as to which version to use, OSU will determine which version of the Proposal will be used for evaluation.

7.09 MODIFICATION

Prior to submittal, Proposers should initial modifications or erasures in ink by the person signing the Proposal. After submittal but prior to the Proposal Due Date and Time, Proposals may be modified by submitting a Written notice indicating the modifications and a statement that the modification amends and supersedes the prior Proposal. After the Proposal Due Date and Time, Proposers may not modify their Proposal.

7.10 WITHDRAWALS

A Proposer may withdraw their Proposal by submitting a Written notice to the Administrative Contact identified in this Request for Proposal prior to the Proposal Due Date and Time. The Written notice must be on the Proposer's letterhead and signed by an authorized representative of the Proposer. The Proposer, or authorized representative of the Proposer, may also withdraw their Proposal in person prior to the Proposal Due Date and Time, upon presentation of appropriate identification and evidence of authority to withdraw the Proposal

satisfactory to OSU.

7.11 LATE SUBMITTALS

Proposals and Written notices of modification or withdrawal must be received no later than the Proposal Due Date and Time (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Proposal Due Date and Time). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 580-061-0120. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Proposal Due Date and Time. OSU shall not be responsible for any delays or misdeliveries caused by common carriers or by transmission errors, malfunctions, or electronic delays. Any risks associated with physical delivery or electronic transmission of the Proposal are borne by the Proposer.

7.12 PROPOSAL OPENING

Proposals will be opened immediately following the Proposal Due Date and Time at the Submittal Location. Proposer may attend the Proposal opening. Only the names of the Proposers submitting Proposals will be announced. No other information regarding the content of the Proposals will be available.

7.13 PROPOSALS ARE OFFERS

The Proposal is the Proposer's offer to enter into a Contract pursuant to the terms and conditions specified in the Request for Proposal, its Exhibits, and Addenda. The offer is binding on the Proposer for one hundred twenty (120) days. OSU's award of the Contract constitutes acceptance of the offer and binds the Proposer. The Proposal must be a complete offer and fully Responsive to the Request for Proposal.

7.14 CONTINGENT PROPOSALS

Proposer shall not make its Proposal contingent upon OSU's acceptance of specifications or contract terms that conflict with or are in addition to those in the Request for Proposal, its Exhibits, or Addenda.

7.15 RIGHT TO REJECT

OSU may reject, in whole or in part, any Proposal not in compliance with the Request for Proposal, Exhibits, or Addenda, if upon OSU's Written finding that it is in the public interest to do so. OSU may reject all Proposals for good cause, if upon OSU's Written finding that it is in the public interest to do so. Notification of rejection of all Proposals, along with the good cause justification and finding of public interest, will be sent to all who submitted a Proposal.

7.16 AWARDS

OSU reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof. OSU reserves the right to delete any item from the award when deemed to be in the best interest of OSU.

7.17 LEGAL REVIEW

Prior to execution of any Contract resulting from this Request for Proposal, the Contract may be reviewed by a qualified attorney for OSU pursuant to the applicable Oregon State University Standards, Oregon Revised Statutes and Oregon Administrative Rules. Legal review may result in changes to the terms and conditions specified in the Request for Proposal, Exhibits, and Addenda.

7.18 PROPOSAL RESULTS

A Written notice of intent to award will be issued to all Proposers. The Proposal file will be available for Proposer's review during the protest period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the protest period, the file will be available by making a Public Records Request to OSU Office of General Counsel.

7.19 PROPOSAL PREPARATION COST

OSU is not liable for costs incurred by the Proposer during the Request for Proposal process.

7.20 PROPOSAL CANCELLATION

If a Request for Proposal is cancelled prior to the Proposal Due Date and Time, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Proposal Due Date and Time or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

7.21 PROTEST OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit a protest within three (3) business days after OSU issues a notice of intent to award a Contract. The protest must be clearly identified as a protest, identify the type and nature of the protest, and include the Request for Proposal number and title. The rules governing protests are at OSU Standard 580-061-0145.



EXHIBIT A
OREGON STATE UNIVERSITY
******SAMPLE CONTRACT******

**CONTRACT FOR THE PURCHASE OF
Travel Management Services for OSU Intercollegiate Athletics
CONTRACT NO. 180438P**

This Contract is between Oregon State University for its ("OSU") and [Contractor's name] ("Contractor").

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number **DC180438P** entitled Travel Management Services for OSU Intercollegiate Athletics and Contractor was selected as the Proposer best able to provide this service; and

WHEREAS, Contractor understands the requirements for the services outlined in this Contract, and is willing and able to provide, in accordance with the terms of this Contract, the services;

NOW, THEREFORE, OSU and Contractor agree as follows:

1. CONTRACT TERM AND TERMINATION:

A. CONTRACT TERM.

This Contract is effective on the date of last signature and expires on [Insert Date] (the "Initial Term"). OSU has the option to extend the term of this Contract for six (6) additional two (2) year terms based on the current terms and conditions. OSU may exercise this option to extend by providing written notice to Contractor prior to the expiration of the Contract, unless OSU, at its sole option, elects not to extend the Contract by providing written notice to Contractor prior to the expiration of the Contract.

B. TERMINATION.

This Contract may be terminated at any time by mutual consent of both parties or by OSU upon thirty (30) days' written notice. In addition, OSU may terminate this Contract at any time by written notice to Contractor if (a) Federal or state statutes, regulations or guidelines are modified or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Contract; (b) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; or (c) OSU fails to receive funding, appropriations, allocations or other expenditure authority as contemplated by OSU's budget and OSU determines, in its assessment and ranking of the policy objectives explicit or implicit in OSU's budget, that it is necessary to terminate the Contract, or (d) if the OSU program for which this Contract was executed is abolished.

OSU may also terminate this Contract at any time by written notice for default if (a) Contractor fails to timely provide services or materials called for by this Contract; or (b) 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 conditions, and after receipt of written notice from OSU, fails to correct such failures within ten (10) days, (c) breach of contract. Termination of this Contract under this Section or any other section is without prejudice to OSU's other rights and remedies.

C. REMEDIES FOR CONTRACTOR'S DEFAULT.

In the event Contractor is in default (which includes without limitation, incomplete services), OSU may, at its option, pursue any or all of the remedies available to it under this Contract and at law or

in equity, including, but not limited to: (a) rejection of the services, (b) requiring Contractor to correct any defects without charge, (c) negotiation with Contractor to sell the services to OSU at a reduced price, (d) termination of the Contract, (e) withholding all moneys due for the services Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (f) initiation of an action or proceedings for damages, specific performance, or declaratory or injunctive relief, or (g) exercise of its right of set off. These remedies are cumulative to the extent the remedies are not inconsistent, and OSU may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

2. STATEMENT OF WORK:

A. SERVICES.

Contractor will provide OSU Intercollegiate Athletics with each of the following services (collectively, the "Services"):

- (i) Agent Booked Services set forth in Schedule A attached here to.
- (ii) Online Booking Tool services set forth in Schedule A attached hereto (collectively, the "Online Booking Tool Services").
- (iii) Additional Services set forth in Schedule A attached hereto (collectively, the "Additional Services").
- (iv) The implementation Services set forth in Schedule B attached hereto (collectively, the "Implementation Services").
- (v) The transition service set forth in Section 2. B. below (collectively, the "Transition Services").
- (vi) All ancillary Services, functions or responsibilities related to the Services referred to in subsection (a) through subsection (e) of this Section that are normal, customary and incidental to the provision of such Services or that are subtasks of such Services, functions and responsibilities set forth herein, and are reasonably required for the proper performance and provision of such Services, functions and responsibilities, whether they are documented or not, including relationship and Contract management.

All Services under this Contract are inclusive for executives, staff, faculty, students and participants traveling on behalf of OSU Intercollegiate Athletics on official OSU business or activities. OSU Intercollegiate Athletics shall refrain from using any other travel agency or travel management company for the OSU-paid travel of said executives, staff, faculty, and students and from bypassing Contractor by making travel arrangements directly with any airline, hotel, or car-rental company, or by entering into a GDS contract directly with any GDS vendor. The following are exempt from this provision:

- Football Air Charters
- Group International Travel
- Tournament travel where the tournament host requires use of a specific travel service in order to participate in the tournament.

B. TRANSITION ASSISTANCE

Provided that this Agreement has not been terminated by Contract due to OSU's failure to pay any undisputed amount due to the Contractor, Contractor will provide to OSU and any Replacement Contractor, assistance reasonably requested by OSU to effect the orderly transition of these services, in whole or in part, to OSU and to Replacement Contractor (such assistance shall be known as the Transition Services") following the termination of this contract, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Contractor to OSU or Replacement Contractor; (b) if required, transferring all OSU data to Replacement Vendor; (c) using commercially reasonable efforts to assist OSU in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Contractor in connection with the Services; (d) using commercially reasonable efforts to make available to OSU, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Contractor in connection with the Services; (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should OSU terminate this Contract due to Contractor's material breach, OSU may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Contract shall apply to the Transition Services. This Section shall survive the termination of this Contract.

3. STANDARD OF CARE

Contractor shall proactively handle emergency travel. If an alert involves something that would impact current or upcoming travelers, Contractor will promptly send notification and a report via email to the pre-identified emergency contacts within OSU Intercollegiate Athletics.

4. ACCOUNT MANAGEMENT

- (a) Service Levels: Contractor shall perform the Services in accordance with the Service Levels (SLA) to be negotiated in good faith by the parties as soon as reasonably practicable after the execution and delivery of this Contract by the parties (the "Service Levels"). The parties will attach such Service Levels to this Contract as **Schedule D**. If, however, the parties fail to reach an agreement regarding Service Levels, Contractor shall perform each Service under this Contract to the highest commercial standard applicable to that Service.
- (b) Proactive Account Management: Contractor will proactively manage issues in a manner that results in all tasks required to be performed pursuant to this Contract being performed on time and without undue delay, interruption or inconvenience to OSU or OSU's travelers.
- (c) Identify and Facilitate Cost Savings: Contractor shall proactively identify, and shall present to OSU from time to time, ideas on how OSU can realize increased cost savings in connection with the Services. Contractor shall, in accordance with OSU's instructions, direct OSU's travelers to less expensive travel alternatives even if more expensive alternatives are available to OSU's travelers under OSU's travel policies. In addition, Contractor shall periodically negotiate (or renegotiate) more favorable rates with airlines, hotels, rental car agencies, and any other applicable providers of travel services. Contractor shall focus on the geographic areas to which OSU's travelers most frequently travel, and on the providers or category of providers that OSU prefers, in each case in accordance with OSU's instructions. In connection with the Services, Contractor shall make available to OSU and its travelers the lesser of the negotiated rate (i) that Contractor has in place with airlines, hotels, rental car agencies, and any other

applicable providers of travel services at the time the applicable reservation is made or (ii) that OSU has in place with such providers at the time the applicable reservation is made.

(d) Continuous Improvement: Contractor shall, on a continuous basis, (i) identify ways to improve Services and the Service Levels and (ii) identify and apply proven techniques and tools from other installations within its operations, or from other clients of Contractor, that would benefit OSU either operationally or financially. Contractor shall, from time to time, provide OSU with updates with respect to such applicable best practices, improvements, techniques and tools.

(e) Periodic Performance Review:

Contractor shall perform an annual review, or reviews at such other intervals requested by OSU: To assess Contractor's overall performance under and compliance with this Contract, including its operational and financial performance (including, for example, Contractor's cost-savings efforts contemplated by this Section 3 and to discuss any suggestions for process or Service improvements, any updates to OSU's business requirements, and any industry news or trends that may affect OSU Intercollegiate Athletics. The review shall be performed to coincide with fiscal reporting cycles to the extent practicable. To the extent that either party identifies any issues, Contractor shall work in good faith to resolve such issues as soon as reasonably practicable, and shall provide periodic updates to OSU from time to time regarding the progress of the resolution of such issues.

(f) Transition Services: In connection with the termination or expiration of this Contract, during any transition of Services from Contractor to a third-party vendor selected by OSU, or OSU itself, whether during the Term or thereafter (the "Transition Assistance Period"), Contractor at all times shall provide assistance and ongoing support for OSU to effectuate a smooth transition and to avoid undue delay, interruption, or inconvenience to OSU or OSU's travelers; provided, however, that Contractor shall not be required to transfer traveler profiles and pending reservations. Contractor shall provide all such Services in a professional manner with high quality, and shall continue to respond to questions from OSU on an "as needed" basis.

5. **REPRESENTATIONS and WARRANTIES**

Contractor represents and warrants to OSU that:

(a) Contractor is an Airlines Reporting Corporation (ARC)/International Air Transport Association ("IATA") accredited travel Contractor. Contractor shall provide Services from its primary Customer Care Center located in_____.

(b) Contractor has procured all necessary licenses, registrations, approvals, consents, and any other communications in each jurisdiction as required to enable Contractor to perform its obligations under this Contract;

(c) Contractor has the qualifications and the ability to perform the Services in a professional manner without the advice, control, or supervision of OSU. Contractor shall provide personnel trained to perform the Services.

(d) Contractor possesses all the legal right, title, or interest in or to any intellectual property that has been or will be used to provide the Services (including, for example, software, designs, copyrights, patents, trademarks, and trade secrets, or appropriate licenses thereto).

(e) Except as otherwise provided in this Contract including as provided in Section 6, all Deliverables supplied by Contractor to Agency shall be transferred to Agency free and clear of any and all restrictions on or conditions of transfer, modification, licensing, sublicensing, direct security interests, liabilities, and encumbrances of any kind.

(f) Contractor represents and warrants that it will maintain, operate and enforce, prior to the receipt of, and during the period in which contractor has possession of or access to, any Personal Information, an active and effective information security program that at a minimum complies with the requirements of the Oregon Identity Theft Protection Act (ORS 646A.122 et. Seq) to preserve the security and confidentiality of all Personal Information that is contained in any document, record, compilation of information or other item to which Contractor receives access, possession, custody or control.

(g) The Contractor represents and warrants that, the Application Services provided through this Contract and Statement of Work shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Application Services, collect unlawful personally identifiable information on users, or prevent the Application Services from performing as required under the terms and conditions of this Contract. Notwithstanding the foregoing, this representation and warranty does not include a disabling device that limits, suspends or ends use of the Application Services expressly permitted by the terms and conditions by the license under which it was provided.

WARRANTIES EXCLUSIVE; DISCLAIMERS. THE WARRANTIES SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. CONTRACTOR DOES NOT WARRANT THAT THE AGENCY'S USE OF THE SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE.

6. SOFTWARE AND LICENSES.

(a) License to Contractor System: Contractor hereby grants OSU and OSU contractors and agents solely acting on behalf of OSU, during the Term and any Termination Assistance Period, a non-exclusive license (with no right to sublicense) to access and use the Contractor system (as that term is defined below) by connecting remotely through an interface to obtain the Services under this Contract. The scope of such license will include all modifications, updates, enhancements, new versions and new releases of the Contractor system used by Contractor to provide Services under this Contract. The term "Contractor system" means the software, machines and related tools used to provide the Services. OSU's use of any Contractor System by connecting remotely to such Contractor System will not be limited to any specified number of users, workstations, seats or specific locations.

(b) Contractor Software: Contractor hereby grants OSU and OSU contractors and agents solely acting on behalf of OSU, during the Term and any Termination Assistance Period, a non-exclusive license (with no right of sublicense) to access and use the software and related documentation owned by Contractor and used by Contractor in connection with its provision of Services under this Contract (collectively, the "Contractor Software"). OSU's use of any Contractor Software will not be limited to any specified number of users, workstations or seats or specific locations. Contractor shall provide commercially reasonable assistance to OSU to utilize, via distribution method chosen by OSU, new releases of Contractor Software.

(c) Third-Party Contractor Software: Contractor hereby grants OSU and OSU contractors and agents solely acting on behalf of OSU, during the Term and any Termination Assistance Period, a non-exclusive license (with no right of sublicense) to access and use the software and related documentation owned by any third parties and used by Contractor in connection with its provision of Services under this Contract (collectively, the "Third-Party Contractor Software"). OSU's use of any Third-Party Contractor Software will not be limited to any specified number of users, workstations, seats or specific locations. Contractor shall provide commercially

reasonable assistance to OSU to utilize, via the distribution method chosen by OSU, new releases of Third-Party Contractor Software.

(d) Contractor Portal Access License: Contractor hereby grants OSU, during the Term and any Termination Assistance Period, a non-exclusive license to access and use the Contractor Portal and the Services that are accessible over the Contractor Portal (and the data, information, user interface, tools, applications, trademarks, technologies, methodologies, business processes, know-how and other intellectual property used in connection with or displayed on the contractor portal). "Contractor Portal" means the web site provided and hosted by Contractor through which it is performing Services and making related information and other content available to OSU.

(e) OSU Content: Contractor shall, with OSU's prior written approval and in accordance with OSU's instructions, integrate OSU Content into the portion of the Contractor Portal through which Contractor provides the ONLINE Booking Tool Services. Contractor will maintain the appearance and design of the Contractor Portal containing the OSU content in accordance with the branding requirements OSU provides to Contractor from time to time. OSU hereby grants to Contractor, during the Term and any Transition Assistance Period a non-exclusive, non-transferable, limited right to display OSU Content on the Contractor Portal, solely to provide the On-line Booking Tool Services, in accordance with such OSU branding requirements. As between the parties, OSU is the exclusive owner of the OSU Content, and Contractor will have no rights or interests in the OSU content except as expressly set forth in this Section 6(e). "OSU Content" means all images, logos, trademarks, service marks, text and other Content provided by OSU to Contractor under this Contract for inclusion into the portion of the Contractor Portal used in connection with the provision of the various applications and services accessed via the Contractor Portal.

For the avoidance of doubt, the Contractor System, the Contractor Software, the Third-Party Contractor Software, and the Contractor Portal shall each be deemed part of the Services.

7. ACCEPTANCE OF SERVICES.

Services furnished under this Contract are subject to acceptance by OSU. If OSU finds Services furnished to be incomplete or not in compliance with the Contract, OSU, at its sole discretion, may either reject the Services, require Contractor to correct any defects without charge, or negotiate with Contractor to reduce the price, whichever OSU deems appropriate under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by OSU, OSU may pursue any of the remedies for Contractor's default detailed in that Section above.

8. BUSINESS REVIEWS.

Contractor will participate in business reviews as requested by OSU Procurement, Contracts, and Materials Management. Business reviews will be scheduled by the Contract Administrator in OSU Procurement, Contracts, and Materials Management and will include attendance by OSU representatives, and Contractor's Regional Representatives. The reviews may include discussion of Contract terms and conditions, work performed under the Contract, financial data, proposal of Contract improvements for increased service or lower costs, and any potential changes to the Contract.

9. FEES AND PAYMENT:

In consideration of Contractor providing the Services under this Contract, OSU will pay Contractor the fees set forth in Schedule A attached hereto.

Contractor shall charge actual costs for official OSU travel to OSU's US Bank Ghost Card account. Contractor shall collect and submit the travelers billing information to OSU in order for OSU to allocate the fees and costs back to the appropriate OSU

Intercollegiate Athletics division. Billing information content, submittal frequency, form and format be in accordance with OSU's instructions.

The remaining fees and costs due under this Contract shall be invoiced to OSU in accordance with the terms hereof. There will be no increase to the fees during the Initial Term of the Contract. Fees will remain the same for subsequent renewal terms, unless there is a material increase caused by suppliers in the travel industry or in the third-party-provider fees charged to Contractor in connection with the provision of Services hereunder. Contractor may request to make appropriate increases to the affected fees in Schedule A attached hereto at time of Contract renewal. At the time of Contract renewal negotiation, Contractor will provide OSU details to support the request to modify said fees. Contractor will provide supporting documentation to verify the increase (or decrease) in expenses or in supplier revenue to justify said fee increase (or decrease) for OSU review. Parties will negotiate and agree in writing to an amendment reflecting the agreed upon fee structure prior to the end date of contract. Negotiated fee increases (or decreases) will be documented in the amendment renewing the term of the Contract.

A. BACK OFFICE SYSTEM & SUPPORT; Credit Card Reconciliation Report.

The Oregon State University US Bank Ghost Card provided by OSU's Business Affairs/Financial Accounting and Analysis Department is provided to the Contractor to charge approved airfare transactions and other Services. These Services are provided by the Contractor for associated OSU travelers on behalf of OSU for business purposes. OSU's Business Affairs/Financial Accounting department will make the final decisions on a case by case basis with regard to any exceptions.

B. EXPENSES.

Except as expressly set forth in this Contract, all costs and expenses relating to the Services are included in the fees set forth in such Schedule A and will not be charged to or reimbursed by OSU. To the extent that this Contract specifically identifies pass-through expenses to be paid by OSU, such expenses will be passed through by Contractor without mark-up, unless otherwise expressed in Schedule A. In addition, OSU shall be responsible for all no-show or late cancellation charges, airline service fees, and airline cancellation and change fees incurred by traveler, and (if requested by OSU), airline lost ticket application fees, airline ticket copy charges, and airline ticket usage verification charges.

C. VERIFICATION OF CHARGES: DEBIT MEMOS.

Contractor shall be responsible to timely verify all ARC and related airline charges and credits (including fares, taxes, facilities charges, debit memos, fees and commission credits). OSU shall be responsible for all debit memos assessed to the Contractor to the extent that they are the result of:

- (1) A commission recall notice from an airline due to a canceled and/or refunded airline ticket.
- (2) A tax calculation dispute.
- (3) A ticket or reservation dispute by an airline that is the direct result of an action or request by OSU or an attempt to secure a fare.
- (4) OSU's failure to pay for airline tickets. Contractor will invoice OSU for such debit memos in accordance with this Section 3. OSU's payment obligations with respect to any such debit memos are subject to this Section 3.

D. INVOICES AND PAYMENT TO CONTRACTOR.

With the exception of any fees and costs paid directly via the US Bank Ghost Card or payable directly by individual travelers for personal travel, Contractor will invoice

OSU monthly for services completed and accepted by OSU.

Contractor shall include in each invoice:

- a. The Contract number;
- b. A description of Services performed, including the dates Services were performed, all deliverables delivered during the period of the invoices, the rate(s) for Services performed, and the total cost of Services;
- c. Itemization and explanation of all expenses for which Contractor claims reimbursement authorized under this Contract;
- d. The total amount due and the payment remittance address.

Contractor shall send all invoices to OSU's Department Administrator or to the Department for which the Services were provided if a Department Administrator is not specified.

OSU shall pay Contractor for Services performed at the prices and rates specified herein. Contractor shall look solely to OSU for payment of all amounts OSU owes to Contractor. Payment of OSU invoices are normally made within 30-45 days following the date the invoice is received. After 45 days, Contractor may assess overdue account charges up to a maximum of two-thirds of one percent (2/3 of 1%) per month or eight percent (8%) per annum on the outstanding balance pursuant to ORS 293.462.

E. DISPUTED CHARGES.

OSU may withhold payment of any portion of an invoice that it disputes in good faith. No later than ten (10) days after the date of which such withheld fees or expenses are due, OSU will provide Contractor with a statement specifying the portion of fees or expenses being withheld and a reasonably detailed explanation of the reasons for withholding such fees and /or expenses. Whenever OSU withholds payment of a disputed portion of any invoice, the parties will negotiate expeditiously and in good faith to resolve any such disputes. The existence of any payment disputes will not limit or otherwise affect Contractor's obligations under this Contract, including, but not limited to, Contractor's obligations to provide the Services or to comply with the appropriate Service levels. Neither the failure to withhold any amount will constitute, operate or be construed as a waiver of any right OSU may otherwise have to dispute any fee or other amount or to recover any amount previously paid.

F. ADMINISTRATIVE FEE.

Contractor shall pay OSU Procurement, Contracts, and Materials Management an administrative fee of **3%** of the total gross revenue from the Contract. Total gross revenue includes any business generated from OSU or other public agencies using this Contract under a permissive cooperative procurement. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PCMM" and mailed to 644 SW 13th Street, Corvallis OR 97333. Payment shall include a report indicating Contractor's calculation of the gross revenue and the administrative fee. This administrative fee is designed to be invisible to the end users in that they will not see it as a separate, additional charge.

10. **INSURANCE**

A. GENERAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance, including Products and Completed Operations coverage, with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate. The policy shall include, or be endorsed to include, Oregon State University and its officers, board members, employees, and agents as additional insured in said insurance policy.

B. AUTOMOBILE LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance. This coverage can be provided by combining the Automobile Liability Insurance with the General Liability Insurance. Coverage limits shall not be less than \$1,000,000 combined single limit or per occurrence.

C. PROFESSIONAL LIABILITY INSURANCE, INCLUDING CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this Contract, professional liability insurance, including cyber liability or privacy and network liability. Coverage limits shall not be less than \$3,000,000 per loss or occurrence and \$3,000,000 aggregate. Such policy shall include coverage for losses arising from the breach of information security or cyber liability (including Technology Errors & Omissions, Network Security and Privacy Liability, Media Liability, Liability arising from the introduction of a computer virus, and Liability arising from theft, dissemination, and/or use of confidential information).

In the event the insurance is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed. If such insurance is maintained on an occurrence form basis, Contractor shall maintain insurance for an additional period of one (1) year following termination of Contract. If such insurance is maintained on a claims-made basis, Contractor shall maintain such insurance for an additional period of three (3) years following termination of the Contract.

If the Contractor contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement or otherwise insures the risks described in this section, the Contractor shall provide proof of same.

D. CRIME INSURANCE.

The Contractor must maintain during the term of the Contract, Crime Insurance, to include employee dishonesty coverage, which includes coverage for all directors, officers, agents, and employees of the Contractor with minimum limits of \$1,000,000 per loss. Coverage should be provided using ISO form CR 00 01 Employee Dishonesty Coverage Form or its equivalent and shall include ISO endorsement CR 04 01 Clients' Property or its equivalent and ISO endorsement CR 20 14 Loss Payable or its equivalent. The coverage shall not contain a condition requiring an arrest and conviction.

E. PROPERTY INSURANCE.

The Contractor must maintain Property Insurance during the term of the Contract that covers all property used for Contract work and all Contractor-owned property that is stored at OSU.

F. WORKERS' COMPENSATION.

The Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract must provide and maintain, for all employees engaged in Work under this Contract, Workers' Compensation insurance as required by the laws where an employee engages in Work. The coverage must include statutory coverage for states in which employees are engaging in Work and employer's liability protection with minimum limits of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 each disease.

G. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be the primary coverage and non-contributory.

H. ACCEPTABILITY OF INSURERS.

Insurance is to be issued by an insurance company authorized to do business in the State of Oregon with an "A.M. Best" rating of no less than A-VII, or such other insurance carrier approved in writing, in advance, by OSU.

I. CERTIFICATES OF INSURANCE.

As evidence of the insurance coverages required by this Contract, the Contractor shall furnish Certificate(s) of Insurance and any applicable endorsements to the OSU Contract Administrator. The Certificate(s) will specify all of the parties who are Additional Insureds. Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder.

J. NOTICE OF CANCELLATION OR CHANGE.

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to OSU, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to OSU. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify OSU of any cancellation, suspension, non-renewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

K. AIRLINE SUBCONTRACTORS.

The Contractor shall require any airline subcontractors or airline charters to obtain and maintain, for the entire duration of this Contract, comprehensive insurance coverage to cover the subcontractor's liability. Except as otherwise expressly provided herein, such insurance shall, at a minimum, consist of:

1. Comprehensive third-party liability insurance, including passenger legal liability, sufficient to cover all persons and all cargo authorized by OSU to be transported on the Aircraft, and protecting OSU and the Contractor against claims for bodily injury or death and property damage up to a combined minimum of five hundred million dollars (US Currency) \$500,000,000 per occurrence.

2. War risk liability insurance for a minimum amount of fifty million dollars (US Currency) \$50,000,000, based on endorsement number "AVN52E" as of 1 January 2002, or its current equivalent in the insurance marketplace, including hijacking and confiscation for the area of operations as described in Annex A, Paragraph 2.

3. Full all risk hull insurance, including hull war risk, both in flight and not in flight.

L. TRAVEL INSURANCE.

The Contractor shall provide travel insurance for all travelers utilizing services under this Contract to include medical expense with minimum limits of \$100,000 and emergency evacuation with minimum limits of \$100,000. The travel insurance will also include appropriate sub-limits for trip cancellation, trip interruption, baggage loss and baggage delay.

11. INDEMNIFICATION:

A. INDEMNITY.

a. Contractor shall defend, indemnify and hold harmless OSU and its officers, board members, employees, agents and other representatives against all liabilities, claims, actions, damages, expenses, or losses: (i) that arise from or resulting from the negligence, wrongful acts, willful

misconduct or omissions of the Contractor or any of its owners, officers, directors, agents, employees or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contractor to OSU under this Contract, or OSU's use of any of the foregoing infringes or violates on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

- b. OSU's right to receive indemnification under this Section is conditioned upon OSU giving reasonably prompt notice and assistance of any claim; provided however, that OSU's failure to provide notice and assistance does not limit OSU's right to indemnification except to the extent such failure or assistance materially affects Contractor's ability to defend the claim.
- c. Contractor's indemnification obligation under this Section includes but is not limited to all of OSU's expenses of litigation, court costs and reasonable attorney fees.

B. DEFENSE.

- a. Contractor shall have control of the defense with counsel reasonably acceptable to OSU, except that: (i) OSU may join the defense with its own counsel and at its own expense if OSU determines there is a conflict of interest or there is an important government principle at issue, and (ii) OSU'S consent is required for any settlement that requires OSU to pay any money, does not release OSU from all liability from the claim, or adversely affects OSU's interest.

12. LAWS AND POLICIES:

A. APPLICABLE LAW; JURISDICTION AND VENUE.

- a. The laws of the State of Oregon (without giving effect to its conflict of laws principles or laws) govern all matters arising out of or relating to the Contract, including, without limitation, its validity, interpretation, construction, performance or enforcement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of Oregon for Benton County.
- b. Notwithstanding paragraph (a), if a legal action or proceeding must be brought in a federal forum, the party shall bring the legal action or proceeding in the United States District Court for the District of Oregon. This paragraph does not authorize Contractor to bring a legal action or proceeding against OSU in a federal forum except to the extent Congress has validly abrogated OSU's sovereign immunity. This paragraph is also not a waiver by OSU of any form of immunity, including without limitation sovereign immunity and immunity based on the Eleventh Amendment to the United States Constitution.
- c. Except as set forth in paragraph (b), the parties consent to in personam jurisdiction in the above courts and waive any objection to venue and any objection that the forum is inconvenient.

B. COMPLIANCE WITH APPLICABLE LAWS AND POLICIES.

- a. The parties shall at all times comply with all applicable federal, state and local laws, regulations, executive orders and ordinances pertaining to their respective businesses, products or services, employment obligations, and the subject matter of this Contract. The parties shall at all times comply with all applicable standards and policies of OSU, including without limitation any such laws or regulations regarding employment discrimination. If this Contract is being funded with federal funds, Contractor agrees to comply with all applicable federal contracting statutes, regulations and policies.
- b. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Paragraphs 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as

amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; (x) the Health Insurance Portability and Accountability Act requirements noted in OAR 125-055-0115; (xi) the Oregon Consumer Identity Theft Protection Act, ORS 646A.600-646A.628; (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

C. FEDERALLY REQUIRED PROVISIONS.

- a. Equal Employment Opportunity – Contractor shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- b. Rights to Inventions Made Under a Contract or Agreement – If this Contract is for the performance of experimental, developmental, or research work, the Federal Government and OSU have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- c. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended – If this Contract provides for payments in excess of \$100,000, Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors who apply or bid for a contract of more than \$100,000 shall file a certification that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor shall require any subcontractor who applies or bids for subcontract in excess of \$100,000 to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier shall also disclose any lobbying with non-Federal funds in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to OSU.
- e. Debarment and Suspension (E.O.s 12549 and 12689) - No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. If this Contract is in excess of the small purchase threshold, Contractor hereby certifies they are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs.

D. CONFIDENTIALITY.

- a. Oregon Public Records Law Notice. OSU advises Contractor that information OSU receives may

- be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).
- b. Definition. "Confidential Information" of a party means all confidential or proprietary information, including all information not generally known to the public, the terms of this Contract, and OSU data. To avoid confusion, confidential information shall be marked as "confidential" on each page of the information submitted to the other party. "OSU Data" shall mean all data and information that is submitted, directly or indirectly, to Contractor by OSU or obtained or learned by Contractor in connection with the Services provided by Contractor under this Contract, including information relating to OSU's employees, contractors vendors, customers, payment information, technology, operations, facilities, consumer markets, products, capacities, systems, procedures, security practices, research, development, business affairs, ideas, concepts, innovations, inventions, designs, business methodologies, improvements, trade secrets, copyrightable subject matter, and other proprietary information. Without limiting the foregoing, confidential Information shall include all such information provided to each party by the other party both before and after the date of this Contract.
- c. Use and Disclosure. All Confidential Information relating to a party shall be held in confidence by the other party to the same extent and with at least the same degree of care as such party protects its own confidential or proprietary information of like kind and import, but in no event using less than a reasonable degree of care. Neither party shall disclose, duplicate, publish, release, transfer, or otherwise make available Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's prior written consent. Each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors, employees, and servants to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this contract or applicable law. Contractor acknowledges the sensitivity and confidentiality of nonpublic identifiable information relating to an OSU employee's or consultants travel profile or payment information, or OSU's payment information. With respect to OSU data, Contractor shall establish commercially reasonable controls to ensure the confidentiality of the OSU Data and to ensure that the OSU Data is not disclosed contrary to the provisions of this Contract or any applicable privacy laws, regulations and standards. Without limiting the foregoing, Contractor shall, at a minimum, implement such physical and other security measures as are necessary to; (1) ensure the security and confidentiality of the OSU Data; (ii) protect against any threats or hazards to the security and integrity of the OSU Data; and (iii) protect against any unauthorized access to or use of the OSU Data.
- d. Exceptions. The obligations in Section D above shall not restrict any disclosure by either party (a) pursuant to any applicable law, or by order of any court or government agency (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order and shall cooperate at the disclosing party's expense in any effort to comply with or to contest the order); or b) to either party's accountants, legal advisors, auditors, and financial advisors. Further, the obligations in Section D above shall not apply with respect to information that: (i) is developed by the other party without violating the disclosing party's proprietary rights; (ii) is or becomes publicly known (other than through unauthorized disclosure); (iii) is disclosed to, or learned by, the recipient from a third party free of any obligation of confidentiality; and/or (iv) is already known by such party without an obligation of confidentiality other than pursuant to this Contract or any confidentiality agreements entered into between OSU and Contractor before the Effective Date. IF the provisions of any applicable law now or hereafter in effect imposes a higher standard of confidentiality to the Confidential Information, such standard shall prevail over the provisions of Section D.

e. Disclosure of Confidential Information. In the event of a breach of this Section D or other compromise of OSU's Confidential Information of which Contractor is or should be aware (whether or not resulting from a breach), contractor shall immediately notify OSU in writing detailing all information known to Contractor about the compromise, the OSU Confidential Information affected, and the steps taken by Contractor to prevent the recurrence of such breach and to mitigate the risk to OSU. Such notice shall be sent to the address indicated in the Notice section of the Contract, including a copy to OSU General Counsel's Office. If and to the extent that any compromised OSU Confidential Information includes any of OSU's employee data, contractor shall also identify the employee and employee information affected. Contractor shall provide OSU with access to all information related to such breach or compromise as reasonably requested by OSU.

f. Return of Materials. Upon request and/or upon termination of this Contract for any reason, contractor and OSU shall return, destroy, or cause the destruction of any and all records or copies of records relating to the other or its business, including Confidential Information, according to Contractor and OSU's instructions or relevant industry practices, unless in conflict with applicable law. Upon request, Contractor and/or OSU shall certify in writing that all such Confidential Information has been so returned or destroyed.

OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.410-192.505).

E. SAFETY AND HEALTH REQUIREMENTS/HAZARD COMMUNICATION.

Services supplied under this Contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with the safety and health requirements of the states where the Contractor operates, including those of the State of Oregon Workers' Compensation Division. Contractor shall notify OSU prior to using products containing hazardous chemicals to which OSU employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon OSU's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR ch. 437, for the products subject to this provision.

F. FIREARMS POLICY.

Contractor shall comply with OSU policy. that prohibits Contractor and Contractor's employees, agents, and subcontractors from possessing firearms on OSU property.

G. PARKING.

Contractors doing business on the OSU campus may be required to have a permit to park if utilizing restricted street parking or parking lots. Contractor parking permits may be obtained through OSU's Office of Transit & Parking Services.

H. SEXUAL HARASSMENT POLICY.

Contractor shall comply with policy that prohibits sexual harassment of members of the OSU community and in keeping with those policies Contractor and Contractor's employees, agents, and subcontractors are prohibited from engaging in sexual harassment of members of the OSU community.

I. SMOKING POLICY.

Contractor shall comply with policy that prohibits Contractor and Contractor's employees, agents, subcontractors from smoking on the OSU campus or other OSU owned property. The smoking prohibition includes all indoor and outdoor spaces.

J. WEBSITE ACCESSIBILITY.

If Contractor is designing or developing web page(s) for OSU under this Contract, Contractor shall design and develop (as applicable) the web page(s) in conformance with OSU's Policy on Information Technology Accessibility available at <http://oregonstate.edu/accessibility/ITpolicy>.

13. GENERAL TERMS AND CONDITIONS:

A. ORDER OF PRECEDENCE.

In the event of a conflict, all the terms and conditions of this Contract, its exhibits, and any amendments thereto supersede all terms and conditions on any forms used by the Contractor.

B. NO THIRD PARTY BENEFICIARY.

OSU 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 shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third parties

C. ASSIGNMENT/SUBCONTRACT/DELEGATION.

Contractor shall not assign, subcontract, delegate or otherwise transfer any of its rights or obligations under this Contract, without the prior written approval of OSU. Any assignment of rights or delegation of duties is prohibited under this Section, whether by merger, consolidation, dissolution, operation of law or any other manner. Any purported assignment of rights or delegation of duties in violation of this Section is void. OSU's consent to delegation does not relieve Contractor of any of its performance obligations.

D. WAIVER.

No waiver of an obligation under this Contract is effective unless it is in writing and signed by the party granting the waiver. No failure or delay in exercising any right or remedy, or in requiring the satisfaction of any condition under this Contract operates as a waiver or estoppel of any right, remedy or condition.

E. ACCESS TO RECORDS AND AUDIT.

Contractor shall maintain accurate books, records, documents, and other evidence (collectively, "Records") following accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. Contractor shall permit OSU and the federal government and their respective duly authorized representatives to have access to the Records that are directly pertinent to this Contract for the purpose of conducting an audit, or other examination, or for creating excerpts or transcripts. Contractor shall maintain Records for OSU's review for at least six years beyond the term of the Contract. Contractor shall promptly remedy any discrepancies involving deviation from the terms of this Contract and shall promptly reimburse OSU for any commitments or expenditures found by OSU to have been in excess of amounts authorized by OSU under this Contract.

OSU shall have the right to an independent third-party audit of the Contractor's records associated with or related to the goods or services provided for under this Contract. OSU may request an independent third-party audit no more than one time per calendar year. OSU will determine the time-period that will be the subject of the audit. However, the entire term of the Contract, including the original term and any subsequent renewals or extensions, may be the subject of the independent third-party audit at any time. Contractor shall bear the full cost of such independent third-party audit.

F. GOVERNMENT EMPLOYMENT STATUS.

Contractor certifies that either (a) it is not currently employed by OSU or the federal government; or (b) if Contractor is so employed, Contractor has fully disclosed to OSU in writing such employment status, is in full compliance with any statutes, regulation, and OSU or the federal government policies regarding employee contracting, and agrees to indemnify and hold harmless OSU for any failure by Contractor to comply with such statutes, regulations, or policies.

G. INDEPENDENT CONTRACTOR STATUS.

The services to be rendered under this Contract are those of an independent contractor. OSU reserves the right (a) to determine and modify the delivery schedule for the services and (b) to evaluate the quality of the services; however, OSU may not and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the services. Contractor is not an officer, employee or agent of OSU as those terms are used in ORS 30.265. Contractor has no authority to act on behalf of OSU and shall not purport to make any representation, contract, or commitment on behalf of OSU.

H. NOTICE.

- a. A party giving or making any notice, request, demand or other communication (each a "Notice") pursuant to this Contract shall give the Notice in writing and use one of the following methods of delivery: personal delivery, United States Postal Service Registered or Certified Mail (return receipt requested and postage prepaid), overnight courier (with all fees prepaid), facsimile or e-mail to the other party's address as listed on the signature page of this Contract. Notice to OSU is to be delivered to the Contract Administrator and Departmental Administrator except where this Contract expressly directs or permits delivery of Notice to a different Department.
- b. Notice is effective: (i) if given by facsimile, upon receipt by the sending party of an appropriate facsimile confirmation; (ii) if given by e-mail, by confirmation of receipt by return e-mail, which is not satisfied by an automatically-generated message that the recipient is out of the office or otherwise unavailable; or (iii) if given by any other means, when delivered at the address specified in this Section.

OSU Contract Administrator
OSU PCMM
ATTN: **180438P** Contract Administrator
644 SW 13th Street
Corvallis, OR 97333
Telephone: (541) 737-4261
Fax: (541) 737-2170
E-mail: pacs@oregonstate.edu

and: OSU Departmental Administrator
Jacque Bruns
Assoc AD-Business Ops
201 Gill Coliseum
Corvallis, OR 97331
Telephone: 541-737-0851
Fax: N/A
E-mail: Jacque.bruns@oregonstate.edu

CONTRACTOR Contract Administrator

[Name]
[Title]
[Address]
[City, State, Zip]
Telephone: [Phone Number]
Fax: [Fax Number]
E-mail: [E-Mail Address]

I. OSU NAME AND TRADEMARK.

Contractor shall not identify this Contract, nor use OSU's names, trademarks, service marks, or other proprietary marks in any of Contractor's marketing material, advertising, press releases, publicity matters or other promotional materials without the prior written consent of OSU, which consent may be withheld in OSU's sole discretion.

J. RECYCLED PRODUCTS.

Contractors will use recycled products, as defined in ORS 279A.010(1)(ii), to the maximum extent economically feasible in the performance of the Contract.

K. SALES AND USE TAXES.

OSU shall pay all applicable sales, excise, or use taxes in connection with this Contract. Invoices shall separately identify all such taxes and shall include either Contractor's sales tax or use tax permit number. Contractor shall be responsible for all other taxes, including taxes based upon Contractor's income. Contractor shall indemnify, defend, and hold harmless OSU from and against any interest, penalties, or other charges resulting from the non-payment or late payment of taxes or other charges for which Contractor failed to invoice OSU or which Contractor otherwise failed to pay in a timely manner.

L. **FORCE MAJEURE.**

Neither party is responsible for delay caused by an act or event that prevents the party from performing its obligations under this Contract where such cause is beyond the party's reasonable control and the nonperforming party has been unable to avoid or overcome the act or event by the exercise of due diligence. Such acts or events include without limitation fire, riot, acts of nature, terrorist acts, or other acts of political sabotage or war. Contractor shall make all reasonable efforts to remove or eliminate such a cause of delay and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Contract. However, if delay due to a force majeure event continues for an unreasonable time, as determined by OSU, then OSU is entitled to terminate the Contract.

M. **EXECUTION AND COUNTERPARTS.**

This Contract may be executed by facsimile or PDF and in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

N. **SURVIVAL.**

The terms and conditions of this Contract that by their sense and context are intended to survive termination or expiration hereof shall so survive.

O. **SEVERABILITY.**

If any provision of this Contract is determined to be invalid, illegal or unenforceable, the remaining provisions of this Contract remain in full force and effect if the essential terms and conditions of this Contract for both parties remain valid, legal and enforceable.

P. **MERGER.**

This Contract, including all documents referred to herein and attached hereto, constitutes the entire agreement between the parties and supersedes all prior representations, understanding and agreements between the parties. It is the complete and exclusive expression of the parties' agreement on the matters contained in this Contract. No amendment, of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties.

14. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed in ink by an authorized representative of Contractor. The undersigned certifies on behalf of Contractor that:

- A. The undersigned is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor and that this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- B. Contractor is not a contributing member of the Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this Contract. Contractor will not, by virtue of this Contract, be eligible for federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

C. Pursuant to OSU Standard 580-061-0030 Contractor has not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts;

Each of the parties has caused its duly authorized representative to execute this Contract on the date set forth in its respective signature block below.

CONTRACTOR:

Signature: _____

Date: _____

By: _____

Title: _____

OSU:

Signature: _____

Date: _____

By: _____

Title: _____

SCHEDULE A

SCOPE OF SERVICES AND PRICING

1. This Schedule A to the Contract sets for the Agent Booked Services, the Online Booking Tool Services, and the Additional Services (along with the corresponding pricing for each) that OSU Intercollegiate Athletics requires, and that Contractor shall provide in accordance with the terms and conditions hereof and of the Contract.
2. Contractor shall deliver to OSU a best-in-class solution for efficient and effective travel booking and management for OSU Intercollegiate Athletics. Contractor will achieve the foregoing by providing an integrated solution composed of a number of specific services, tools and functionality.
3. In providing such integrated solution, Contractor will perform its obligations hereunder and under the Contract in such a way as to enable OSU to meet its Intercollegiate Athletic travel-program objectives communicated to Contractor, and to meet OSU Intercollegiate Athletics' evolving business requirements, which may be updated and communicated to Contractor from time to time.
4. Neither party will have any right, power or authority, express or implied, to bind the other, except to the extent necessary to enable Contractor to make travel-related reservations or arrangements on behalf of OSU and individual OSU travelers as contemplated by this Contract.
5. This Schedule A sets forth specific Services and tasks that Contractor will provide to or on behalf of OSU. However, this Schedule A is not intended to include an exhaustive list or a detailed description of each and every task or Service component that Contractor will provide.
6. This Schedule A, in the aggregate, sets forth all compensation due to Contractor from OSU in connection with the Services provided by Contractor to OSU under the Contract. OSU will not be obligated to pay any fees, charges, expenses or costs other than those expressly set forth in this Schedule A. Contractor will provide the Agent Booked Services, the Online Booking Tool Services, and the Additional Services for official OSU Intercollegiate Athletic travel.

SCHEDULE A-1
OFF-SITE DEDICATED AGENT
SCOPE OF SERVICES AND PRICING

TRAVEL MANAGEMENT SERVICES	UNIT	FEE (\$)	NOTES:
Annual Travel Management Fee – Off-Site Dedicated Agent	1	\$	(Intercollegiate Athletics)
Standard Implementation Fee	1	\$	One-Time Set Up Fee
AGENT BOOKED SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	Transaction	\$	
International Air Booking	Transaction	\$	
Group	Transaction	\$	
Hotel Reservation – w/airline booking	Transaction	\$	
Car Reservation – w/airline booking	Transaction	\$	
Hotel Reservation – w/out airline booking	Transaction	\$	
Car Reservation – w/out airline booking	Transaction	\$	
Exchanges	Transaction	\$	
Cancellations for booked airline ticket	Transaction	\$	
Cancellations for reservations	Transaction	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	
After Hours/Emergency/Holiday Calls	Call	\$	
International After Hours/Emergency/Holiday calls	Call	\$	
ONLINE BOOKING TOOL SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	Passenger Name Record (PNR)	\$	
International Air Booking	PNR	\$	
Hotel Reservation – w/airline booking	PNR	\$	
Car Reservation – w/airline booking	PNR	\$	
Hotel Reservation – w/o airline booking	PNR	\$	
Car Reservation – w/o airline booking	PNR	\$	
Exchanges	PNR	\$	
Cancellations for booked airline tickets	PNR	\$	
Cancellations for reservations	PNR	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	

ADDITIONAL SERVICES	UNIT	FEE	NOTES:
Booking Tool – Initial License & Maintenance & Support Cost – 1 st Year	Annual	\$	
Booking Tool – License Cost after Initial Term	Annual	\$	
Booking Tool – Maintenance & Support Cost after Initial Term	Annual	\$	
Implementation Cost of Booking Tool- Including input of OSU Travel Policies and other customizations and configurations	One-Time	\$	*** Provide “hourly” rates for these services
Onsite User Training and training intervals for Online Booking Tool	Day	\$	(Intercollegiate Athletics)
Set Up of Internet based User Training for Online Booking Tool	One-Time	\$	(Intercollegiate Athletics)
Customization of OSU Travel Portal	One-Time	\$	(Intercollegiate Athletics)
Updates to OSU Travel Portal	Hour	\$	(Intercollegiate Athletics)
Custom Software Programming	Hour	\$	
Onsite Launch of New OSU Travel Program – including Advertising, Marketing, and Public Relations	One-Time	\$	(Intercollegiate Athletics)
Online Passenger Tracking	Transaction	\$	
Passenger Ticket Name Change	Transaction	\$	
Flight Insurance	Ticket	\$	
Paper Ticket Issuance	Ticket	\$	
Paper Ticket Delivery	Ticket	\$	
Paper Ticket Express Delivery (Overnight)	Ticket	\$	
24 X 7 Traveler Assistance	Annual	\$	
Ground Transportation Reservation (Other than Car Rental)	Transaction	\$	
Air Charters	Charter	\$	
Ad-Hoc Management Reports (Not included in Standard Reports)	Report	\$	
Travel Policy Consulting	Hour	\$	
Group Travel 2-9 Travelers	Itinerary	\$	
Group Travel 10 or more Travelers	Itinerary	\$	
Visa and Passport Services	Service	\$	
Frequent Flyer Ticket Award Processing (Upgrade or Ticket)	Transaction	\$	
Airline Sourcing Services	Hour	\$	
Hotel Sourcing Services	Hour	\$	
Credit Card Reconciliation	Hour	\$	
Group and Meeting Planning	Hour	\$	
Group Travel Tours	Hour	\$	
Event Tickets for Groups	Event	\$	

SCHEDULE A-2
ON-SITE DEDICATED AGENT
SCOPE OF SERVICES AND PRICING

TRAVEL MANAGEMENT SERVICES	UNIT	FEE (\$)	NOTES:
Annual Travel Management Fee – Off-Site Dedicated Agent	1	\$	(Intercollegiate Athletics)
Standard Implementation Fee	1	\$	One-Time Set Up Fee
AGENT BOOKED SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	Transaction	\$	
International Air Booking	Transaction	\$	
Group	Transaction	\$	
Hotel Reservation – w/airline booking	Transaction	\$	
Car Reservation – w/airline booking	Transaction	\$	
Hotel Reservation – w/out airline booking	Transaction	\$	
Car Reservation – w/out airline booking	Transaction	\$	
Exchanges	Transaction	\$	
Cancellations for booked airline ticket	Transaction	\$	
Cancellations for reservations	Transaction	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	
After Hours/Emergency/Holiday Calls	Call	\$	
International After Hours/Emergency/Holiday calls	Call	\$	
ONLINE BOOKING TOOL SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	PNR	\$	
International Air Booking	PNR	\$	
Hotel Reservation – w/airline booking	PNR	\$	
Car Reservation – w/airline booking	PNR	\$	
Hotel Reservation – w/o airline booking	PNR	\$	
Car Reservation – w/o airline booking	PNR	\$	
Exchanges	PNR	\$	
Cancellations for booked airline tickets	PNR	\$	
Cancellations for reservations	PNR	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	
ADDITIONAL SERVICES	UNIT	FEE	NOTES:

Booking Tool – Initial License & Maintenance & Support Cost – 1 st Year	Annual	\$	
Booking Tool – License Cost after Initial Term	Annual	\$	
Booking Tool – Maintenance & Support Cost after Initial Term	Annual	\$	
Implementation Cost of Booking Tool- Including input of OSU Travel Policies and other customizations and configurations	One-Time	\$	*** Provide “hourly” rates for these services
Onsite User Training and training intervals for Online Booking Tool	Day	\$	(Intercollegiate Athletics)
Set Up of Internet based User Training for Online Booking Tool	One-Time	\$	(Intercollegiate Athletics)
Customization of OSU Travel Portal	One-Time	\$	(Intercollegiate Athletics)
Updates to customized OSU Travel Portal	Hour	\$	(Intercollegiate Athletics)
Custom Software Programming	Hour	\$	
Onsite Launch of New OSU Travel Program – including Advertising, Marketing, and Public Relations	One-Time	\$	(Intercollegiate Athletics)
Online Passenger Tracking	Transaction	\$	
Passenger Ticket Name Change	Transaction	\$	
Flight Insurance	Ticket	\$	
Paper Ticket Issuance	Ticket	\$	
Paper Ticket Delivery	Ticket	\$	
Paper Ticket Express Delivery (Overnight)	Ticket	\$	
24 X 7 Traveler Assistance	Annual	\$	
Ground Transportation Reservation (Other than Car Rental)	Transaction	\$	
Air Charters	Charter	\$	
Ad-Hoc Management Reports (Not included in Standard Reports)	Report	\$	
Travel Policy Consulting	Hour	\$	
Group Travel 2-9 Travelers	Itinerary	\$	
Group Travel 10 or more Travelers	Itinerary	\$	
Visa and Passport Services	Service	\$	
Frequent Flyer Ticket Award Processing (Upgrade or Ticket)	Transaction	\$	
Airline Sourcing Services	Hour	\$	
Hotel Sourcing Services	Hour	\$	
Credit Card Reconciliation	Hour	\$	
Group and Meeting Planning	Hour	\$	
Group Travel Tours	Hour	\$	
Event Tickets for Groups	Event	\$	

SCHEDULE B

IMPLEMENTATION SERVICES

This Schedule B to the Contract sets forth the Implementation Services the Contractor shall provide to OSU Intercollegiate Athletics under the Contract.

1. Implementation Project Management.

- Attend Kickoff Meeting
- Introduce Communication Plan
- Perform Process Assessment of current work flow for travel requests
- Discuss Transition Plan with OSU
- Begin data share discussions with OSU
- Secure Travel and Expense Policy; Airline, Hotel, and Car Rental Agreements from OSU
- Determine core hours of operations
- Determine financial system & invoicing requirements
- Finalize Implementation Plan

2. Divisional Operation Management.

- Review and obtain Divisional Operations data from OSU
- Analyze data and communicate any gaps in data provided from assessment, observations and interviews back to OSU for review and/or correction

3. Staffing.

- Assign/hire Contractor staff as required
- Conduct training/orientation for Contractor staff
- Determine shift schedule requirements for Contractor staff

4. Technology Hardware.

- Portal and Online Booking Tool Implementation
- Obtain profile data
- Establish call center phones and reporting
- Build out phone reporting

5. Supplier Notifications.

- Notify OSU's suppliers of new ARC
- Obtain permissions to reuse nonrefundable tickets
- Confirm negotiated car discounts are added to Online Booking Tool

6. Communication to OSU's Employees.

- Work with OSU to develop Communication Plan & calendar to support transition
- Determine methods for communication with OSU's employees
- Create/gain OSU's approval for transition materials to communicate new phone number, website portal uniform resource locator (URL) and expected start date
- Develop classroom and online training materials for OSU's employees

7. Reporting Needs

- Review current reporting needs for OSU, make recommendations
- Customize report views, if necessary

SCHEDULE C
FORM OF INVOICE

(TO BE ADDED AFTER CONTRACT EXECUTION)

SCHEDULE D
SERVICE LEVELS

TO BE DEVELOPED TOGETHER AS PART OF THE IMPLEMENTATION

**EXHIBIT B
CERTIFICATIONS
Complete, Sign and Return with Proposal**

By signature on this certification the undersigned certifies that they are authorized to act on behalf of the Proposer and that under penalty of perjury the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

The undersigned hereby certifies under penalty of perjury that the Proposer, to the best of the undersigned's knowledge, is not in violation of any tax laws described in ORS 305.380(4).

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to OSU Standard 580-061-0030 (3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned agrees and certifies that they:

1. Have read, fully understands and agrees to be bound by the Request for Proposal and all Exhibits and Addenda to the Request for Proposal; and
2. Are an authorized representative of the Proposer, that the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the Proposal or Contract termination; and
3. Will furnish the designated item(s) and/or service(s) in accordance with the Request for Proposal and the Contract; and
4. Has provided a correct Federal Employer Identification Number or Social Security Number with the Proposal.

SECTION IV. PERMISSIVE COOPERATIVE PROCUREMENTS

If Proposer is awarded a contract from this Request for Proposal, Proposer hereby (check one)

- agrees
- disagrees

to offer the resulting contractual terms and prices to other public institutions.

Authorized Signature: _____ Date: _____

Name (Type or Print): _____ Telephone:(_____)_____

Title: _____ Fax:(_____)_____

FEIN ID# or SSN# (required): _____ Email: _____

Company: _____

Address, City, State, Zip: _____

Construction Contractors Board (CCB) License Number (if applicable): _____

Business Designation (check one):

- Corporation Partnership LLC Sole Proprietorship Non-Profit

**EXHIBIT C
REFERENCES**

******COMPLETE AND RETURN WITH PROPOSAL******

NOTE: Client references shall be from organizations of comparable size and travel profile to OSU. References should include: Name of Organization, contracts, size of organization, total dollar and transaction volume.

REFERENCE 1

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 2

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

REFERENCE 3

COMPANY: _____ CONTACT NAME: _____
ADDRESS: _____ PHONE NUMBER: _____
CITY, STATE ZIP: _____ FAX NUMBER: _____
WEBSITE: _____ E-MAIL: _____
GOODS OR SERVICES PROVIDED: _____

EXHIBIT D
“OFF-SITE DEDICATED AGENT(s)”
SCOPE OF SERVICES AND PRICING

****COMPLETE AND INCLUDE WITH SUBMITTAL IF YOU ARE PROPOSING THIS SERVICE CONFIGURATION****

TRAVEL MANAGEMENT SERVICES	UNIT	FEE (\$)	NOTES:
Annual Travel Management Fee – OFF-SITE Dedicated Agent	1	\$	
Standard Implementation Fee	1	\$	
AGENT BOOKED SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	Transaction	\$	
International Air Booking	Transaction	\$	
Group	Transaction	\$	
Hotel Reservation – w/airline booking	Transaction	\$	
Car Reservation – w/airline booking	Transaction	\$	
Hotel Reservation – w/out airline booking	Transaction	\$	
Car Reservation – w/out airline booking	Transaction	\$	
Exchanges	Transaction	\$	
Cancellations for booked airline ticket	Transaction	\$	
Cancellations for reservations	Transaction	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	
After Hours/Emergency/Holiday Calls	Call	\$	
International After Hours/Emergency/Holiday calls	Call	\$	
ONLINE BOOKING TOOL SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	PNR	\$	
International Air Booking	PNR	\$	
Hotel Reservation – w/airline booking	PNR	\$	
Car Reservation – w/airline booking	PNR	\$	
Hotel Reservation – w/o airline booking	PNR	\$	
Car Reservation – w/o airline booking	PNR	\$	
Exchanges	PNR	\$	
Cancellations for booked airline tickets	PNR	\$	
Cancellations for reservations	PNR	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	

ADDITIONAL SERVICES	UNIT	FEE	NOTES:
Booking Tool – Initial License & Maintenance & Support Cost – 1 st Year	Annual	\$	
Booking Tool – License Cost after Initial Term	Annual	\$	
Booking Tool – Maintenance & Support Cost after Initial Term	Annual	\$	
Implementation Cost of Booking Tool- Including input of OSU Travel Policies and other customizations and configurations.	One-Time	\$	*** Provide “hourly” rates for these services
Onsite User Training and providing training intervals for Online Booking Tool	Day	\$	
Set Up of Internet based User Training for Online Booking Tool	One-Time	\$	
Customization of OSU Travel Portal	One-Time	\$	
Updates to OSU Travel Portal	Hour	\$	
Custom Software Programming	Hour	\$	
Onsite Launch of New OSU Travel Program – including Advertising, Marketing, and Public Relations	One-Time	\$	
Online Passenger Tracking	Transaction	\$	
Passenger Ticket Name Change	Transaction	\$	
Flight Insurance	Ticket	\$	
Paper Ticket Issuance	Ticket	\$	
Paper Ticket Delivery	Ticket	\$	
Paper Ticket Express Delivery (Overnight)	Ticket	\$	
24 X 7 Traveler Assistance	Annual	\$	
Ground Transportation Reservation (Other than Car Rental)	Transaction	\$	
Air Charters	Charter	\$	
Ad-Hoc Management Reports (Not included in Standard Reports)	Report	\$	
Travel Policy Consulting	Hour	\$	
Group Travel 2-9 Travelers	Itinerary	\$	
Group Travel 10 or more Travelers	Itinerary	\$	
Visa and Passport Services	Service	\$	
Frequent Flyer Ticket Award Processing (Upgrade or Ticket)	Transaction	\$	
Airline Sourcing Services	Hour	\$	
Hotel Sourcing Services	Hour	\$	
Credit Card Reconciliation	Hour	\$	
Group and Meeting Planning	Hour	\$	
Group Travel Tours	Hour	\$	
Event Tickets for Groups	Event	\$	

EXHIBIT E
“ON-SITE DEDICATED AGENT(s)”
SCOPE OF SERVICES AND PRICING

****COMPLETE AND INCLUDE WITH SUBMITTAL IF YOU ARE PROPOSING THIS SERVICE CONFIGURATION****

TRAVEL MANAGEMENT SERVICES	UNIT	FEE (\$)	NOTES:
Annual Travel Management Fee – ON-SITE Dedicated Agent	1	\$	
Standard Implementation Fee	1	\$	
AGENT BOOKED SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	Transaction	\$	
International Air Booking	Transaction	\$	
Group	Transaction	\$	
Hotel Reservation – w/airline booking	Transaction	\$	
Car Reservation – w/airline booking	Transaction	\$	
Hotel Reservation – w/out airline booking	Transaction	\$	
Car Reservation – w/out airline booking	Transaction	\$	
Exchanges	Transaction	\$	
Cancellations for booked airline ticket	Transaction	\$	
Cancellations for reservations	Transaction	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	
After Hours/Emergency/Holiday Calls	Call	\$	
International After Hours/Emergency/Holiday calls	Call	\$	
ONLINE BOOKING TOOL SERVICES	UNIT	FEE	NOTES:
Domestic Air Booking	PNR	\$	
International Air Booking	PNR	\$	
Hotel Reservation – w/airline booking	PNR	\$	
Car Reservation – w/airline booking	PNR	\$	
Hotel Reservation – w/o airline booking	PNR	\$	
Car Reservation – w/o airline booking	PNR	\$	
Exchanges	PNR	\$	
Cancellations for booked airline tickets	PNR	\$	
Cancellations for reservations	PNR	\$	
Voids	Transaction	\$	
Refunds	Transaction	\$	
Help Desk Calls	Call	\$	
ADDITIONAL SERVICES	UNIT	FEE	NOTES:

Booking Tool – Initial License & Maintenance & Support Cost – 1 st Year	Annual	\$	
Booking Tool – License Cost after Initial Term	Annual	\$	
Booking Tool – Maintenance & Support Cost after Initial Term	Annual	\$	
Implementation Cost of Booking Tool- Including input of OSU Travel Policies and other customizations and configuration.	One-Time	\$	*** Provide “hourly” rates for these services
Onsite User Training and training intervals for Online Booking Tool	Day	\$	
Set Up of Internet based User Training for Online Booking Tool	One-Time	\$	
Customization of OSU Travel Portal	One-Time	\$	
Updates to OSU Travel Portal	Hour	\$	
Custom Software Programming	Hour	\$	
Onsite Launch of New OSU Travel Program – including Advertising, Marketing, and Public Relations	One-Time	\$	
Online Passenger Tracking	Transaction	\$	
Passenger Ticket Name Change	Transaction	\$	
Flight Insurance	Ticket	\$	
Paper Ticket Issuance	Ticket	\$	
Paper Ticket Delivery	Ticket	\$	
Paper Ticket Express Delivery (Overnight)	Ticket	\$	
24 X 7 Traveler Assistance	Annual	\$	
Ground Transportation Reservation (Other than Car Rental)	Transaction	\$	
Air Charters	Charter	\$	
Ad-Hoc Management Reports (Not included in Standard Reports)	Report	\$	
Travel Policy Consulting	Hour	\$	
Group Travel 2-9 Travelers	Itinerary	\$	
Group Travel 10 or more Travelers	Itinerary	\$	
Visa and Passport Services	Service	\$	
Frequent Flyer Ticket Award Processing (Upgrade or Ticket)	Transaction	\$	
Airline Sourcing Services	Hour	\$	
Hotel Sourcing Services	Hour	\$	
Credit Card Reconciliation	Hour	\$	
Group and Meeting Planning	Hour	\$	
Group Travel Tours	Hour	\$	
Event Tickets for Groups	Event	\$	

EXHIBIT F
“OSU Security Questions for Technology Based Procurements”
****MUST** BE COMPLETED AND INCLUDED WITH YOUR SUBMITTAL**

 Name of Technology

 Name of Company

 Contact Information

 Printed Name of Person Completing Questionnaire

 Signature of Person Completing Questionnaire

If purchased, Oregon State University reserves the right to conduct an IT security assessment on the product(s), system(s) and /or service(s) once delivered to validate the answers to the questions below. If evaluation copies or instances are available for testing, they should be provided to the IT Security Office prior to purchase. Please contact the Office of Information Security at infosec@oregonstate.edu.

NOTE: When completing Exhibit D, for any responses that cannot be answered in the column space provided due to space limitations, please provide an additional page in your proposal with your responses referencing “Exhibit D, OSU Security Questions for Technology-Based Procurements”, the number of the question, and your response.

DOCUMENTATION		PROPOSER RESPONSE	OSU Internal Use Only
1	Do you have a completed Shared Assessments full SIG questionnaire?		
2	Have you undergone a SAS 70 or SSAE 16 audit?		
3	Do you have a documented change management process?		
4	Do you have a formal Incident Response Plan?		
APPLICATION / SERVICE / DATA SECURITY		PROPOSER RESPONSE	OSU Internal Use Only
5	Describe the permissions granted to each role in your application/system.		
6	Describe the level to which the roles and permissions can be customized by Oregon State University.		
7	What specific encryption algorithms are employed for your product(s), system(s) and/or service(s)?		
8	Is all sensitive data (i.e. Social Security Numbers, Credit Card Numbers, Health Information, etc) encrypted in transit and at rest? If not, please explain.		
9	Will Oregon State University data be encrypted at rest? (Whole Disk Encryption, DB encryption, column level encryption inside a DB)		
10	Describe the mechanism for transferring data from Oregon State University to your organization. Are these transfers logged?		
11	Is login information such as user name and password encrypted during transmission from the client to the server? NOTE: Base-64 encoding is NOT acceptable.		

12	Are passwords hashed so they cannot be decrypted? (SHA-1, SHA-256, MD-5...) Please describe.		
13	Does your product(s), system(s) and/or service(s) prevent the use of shared credentials or accounts including administrative accounts?		
14	Describe how your product(s), System(s) and/or service(s) authenticate and authorize users.		
15	Does your product(s) and/or system(s) facilitate compliance with Federal and State laws, such as FERPA, HIPPA and PCI?		
16	Is all access, including administrative accounts, controlled and logged (i.e. firewalls, file system permissions, ACLs, database table permissions, packet logs, etc)? If not, please explain.		
17	Will Oregon State University data be used in test or development environments?		
18	Does your company own the physical data center where Oregon State University's data will reside?		
19	Do any of your servers reside in a co-located data center?		
20	If you are using a co-located data center, does this data center operate outside of the United States?		
21	If this co-located data center operates outside the United States, will any of Oregon State University's data ever leave the United States?		
22	If Oregon State University data will leave the United States, please list all countries where it will be stored.		
23	Is there a contract in place to prevent data from leaving the United States?		
24	If you are using a co-located data center, please describe how networks and systems are separated.		
25	Are intrusion detection technologies and firewalls utilized on the hosted system(s)?		
26	Describe how your facility is physically secured.		
THIRD PARTIES		PROPOSER RESPONSE	OSU Internal Use Only
27	Will Oregon State University data be shared with or hosted by any third parties?		
28	If so, list all 3 rd parties that will host or have access to Oregon State University data.		
29	Do you perform security assessments of third party companies?		
30	If you do assess third parties, please describe assessment methodology.		
31	How often do you reassess third party companies?		
32	Briefly explain why each of these third parties will have access to Oregon State University data.		
33	Have you experienced a breach?		
PASSWORD / PASSPHRASE MANAGEMENT		PROPOSER RESPONSE	OSU Internal Use Only
34	Can you enforce password / passphrase aging requirements?		
35	Can you enforce password / passphrase complexity requirements?		
36	Are user account passwords / passphrase visible in administration modules?		
37	Are stored user account passwords / passphrases hashed?		

38	What algorithm is used to hash passwords?		
VULNERABILITY ASSESSMENT / MITIGATION		PROPOSER RESPONSE	OSU Internal Use Only
39	The OWASP 10 identifies the most critical web application security flaws. How does our organization address and mitigate the common application risk identified by the OWASP Top 10? Information about the OWASP To Ten can be found at: https://www.owasp.org/index.php/OWASP_Top_Ten_Project		
40	Are your applications scanned for vulnerability by a qualified third party?		
41	Are your systems scanned for vulnerability by a qualified third party?		
42	Are your applications scanned for vulnerability prior to new releases?		
43	What application and operating system vulnerability scanning companies do you use?		
44	How often are operating systems and applications scanned?		
45	Are updates to your product released on a regular schedule?		
46	How are critical security patches applied to your systems and applications?		
47	Will OSU be notified of major changes to your environment that could impact OSU's security posture?		
DISASTER RECOVERY / BACKUPS		PROPOSER RESPONSE	OSU Internal Use Only
48	Do you have a disaster recovery plan?		
49	Are components of your disaster recovery plan located outside of the United States?		
50	When was the last time you tested your disaster recovery plan?		
51	Are you performing backups?		
52	What type of media is used for backups?		
53	How long are these backups retained?		
54	How is backup media destroyed?		
55	Are you encrypting your backups?		
56	Will you be willing to encrypt backups of Oregon State University data?		
57	Are these backups taken off-site?		
58	Where are all the locations that will store Oregon State University backup data? Please list by country if located outside of the United States.		
EMPLOYEE POLICIES / SECURITY AWARENESS		PROPOSER RESPONSE	OSU Internal Use Only
59	Do you perform background screenings on employees?		
60	Do you have information security awareness programs?		
61	Is the security awareness training mandatory for all employees?		
62	How frequently are employees required to undergo the security awareness training?		
63	Do your employees hold Information Technology Security certifications and/or secure coding? If so, which ones?		