

## REQUEST FOR PROPOSAL No. P147303547TJ

# **International Travel Assistance Solutions**

CLOSING October 5<sup>th,</sup> 2021, (3:00 PM, PT)

## SUBMITTAL LOCATION

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

Please note that OSU Procurement, Contracts and Materials Management (PCMM) office location is not currently open to the public and only electronic submissions are being accepted at this time. Instructions for electronic submission are included in Section 7.08 of this document. PCMM is staffed Monday through Friday 8:00 am-12:00 noon and 1:00 pm-5:00 pm.

**ELECTRONIC SUBMITTAL ADDRESS** 

bids@oregonstate.edu

(Updated: October 2, 2019)

#### 1.0 GENERAL

#### 1.01 SCHEDULE OF EVENTS

Issue Date	September 13 <sup>th</sup> , 2021
Deadline for Requests for Clarification or Change	September 23rd, 2021 (3:00 PM, PT)
Closing	October 5th, 2021 (3:00 PM, PT)

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

#### 1.02 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will not be held.

#### 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:Thomas JamesTitle:Purchasing Analyst 3Telephone:541-737-3423E-Mail:thomas.james@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. "Closing" means the date and time specified in a Request for Proposal as the deadline for submitting offers.
- c. "Days" means calendar days, including weekdays, weekends, and holidays, unless otherwise specified.
- d. "Exhibits" means those documents which are attached to and incorporated as part of the Request for Proposal.
- e. "Proposal" means a binding offer submitted by an entity in response to a request for proposal issued by the university.
- f. "Proposer" means an entity that submits a response to a request for proposal issued by the university.
- g. "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.
- h. "Responsible" means when an entity has demonstrated their ability to perform satisfactorily under a contract by meeting the applicable standards of responsibility outlined in OSU Standard 03-015, Sec. 5.16.3.i
- i. "Responsive" means when the solicitation response is substantially compliant in all material respects with the criteria outlined in a Invitation to Bid.
- j. "Sealed" means a solicitation response to a solicitation document that has not been opened by the university or a solicitation response delivered by electronic means that has not been distributed beyond university personnel responsible for receiving the electronically submitted solicitation response.
- k. "Signed" means any mark, word, or symbol that is made or adopted by an entity indicating an intent to be bound.
- I. "Solicitation response" means a binding offer submitted by an entity in response to a solicitation document issued by the university.
- m. "Work" means the furnishing of all materials, equipment, labor, transportation, services, and incidentals necessary to successfully complete any individual item or the entire contract and carrying out and completion of all duties and obligations imposed by the contract.

## 2.0 INTRODUCTION AND BACKGROUND

## 2.01 INTRODUCTION

Procurement, Contracts and Materials Management is seeking Responsive Responsible Proposers to submit Proposals for International Travel Assistance Solutions.

## 2.02 BACKGROUND

The purpose of this RFP is to solicit proposals from international travel assistance providers that can provide services that will assist Oregon State University travelers in pre-trip planning and risk assessment and provide quality advice, consult and assistance during travel. The diversity of the locations and activities requires a broad understanding of international travel and operations with the capability to respond to unusual circumstances in crisis conditions. OSU has recently made significant changes to its travel program, including implementing SAP Concur travel and expense. OSU is seeking an international travel assistance solution to augment our duty of care obligations. OSU has not had a full-service provider for these type of services before and is seeking a travel assistance provider who can integrate with both SAP Concur and OSU's current insurance provider, Chubb.

## 2.03 OREGON STATE UNIVERSITY

Founded in 1868, Oregon State University is a comprehensive, research-extensive, public university located in Corvallis. Oregon State is one of only two American universities to hold the Land Grant, Sea Grant, Space Grant and Sun Grant designations. Oregon State is also the only Oregon institution to have earned both Carnegie Foundation classifications for Highest Research Activity and Community Engagement, a recognition of the depth and quality of its graduate education and research programs.

Through its centers, institutes, Extension offices and Experiment Stations, Oregon State has a presence in all of Oregon's 36 counties, including its main campus in Corvallis, the Hatfield Marine Sciences Center in Newport and OSU-Cascades Campus in Bend. Oregon State offers undergraduate, master's and doctoral degrees through 11 academic colleges, the Honors College, Graduate School and online Ecampus, enrolling more than 31,000 students from every county in Oregon, every state in the country and more than 110 nations.

## 3.0 STATEMENT OF WORK / SAMPLE CONTRACT

## 3.01 SAMPLE CONTRACT

A sample contract containing a statement of work and contractual terms and conditions is included at Exhibit A. OSU wishes to enter into a three (3) year initial contract with the awarded proposer with options to extend for seven (7) additional one (1) year terms.

## 3.02 OVERVIEW

OSU is seeking a travel assistance service provider that can provide safety and security services for OSU faculty, staff, researchers, and students travelling internationally.

OSU may wish to add domestic services at a future date, please include information in your proposal about your domestic (United States and its territories) services offered and if they differ from those offered for international travelers.

Information on OSU's historical travel numbers and other related data is included as Exhibit D.

## 3.03 STATEMENT OF WORK

Services provided by the contractor should include:

- 1. A Dedicated OSU Account Manager.
- 2. 24/7 Online And Telephonic Access for OSU Admins.

a. Accessible by a mobile application and a web browser/portal.

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- b. Should allow for two-way messaging between OSU Admins and travelers.
- 3. Single Phone Number for OSU Travelers and Admins to Access All services.
  - a. This should be a "toll free" and/or "free of charge" number available both domestically and internationally.
- 4. Provide Pre-departure Services Including:
  - a. Pre-departure advice and information that is country specific, supporting multiple languages, and available 24/7 related to the following:
    - i. Health and medical requirements/needs to enter the country.
    - ii. Any current warnings and advisories that the traveler should be aware of.
    - iii. Digital training material for OSU travelers to support travel risk awareness.
    - iv. Location based guides for pre-trip education.
    - v. Political and security information.
    - vi. Natural disasters, weather, and hazardous conditions.
  - b. Provide a compliance check with reporting capabilities to document that travelers have reviewed pre-trip advisory information provided by Proposer.
- 5. <u>Provide General Travel Assistance Including:</u>
  - a. 24/7 emergency airfare booking from any global location.
  - b. Prescription drug replacement.
  - c. Medical and dental guidance, referrals, and assistance as available, including:
    - i. Locating and providing access to facilities practicing western style medicine.
    - ii. Connecting to services provided by english speaking professionals, or a translator provided.
    - iii. Transportation to medical facilities.
    - iv. Access to a second opinion on any proposed medical options.
      - 1. Second opinion should also meet i-iii under 5.c.
  - d. Security guidance.
  - e. General translation services.
  - f. Assistance with replacement of lost travel documents.
- 6. <u>Provide Real Time Reporting with the Following Features:</u>
  - a. Provide OSU Admins access to system with traveler's travel information.
    - i. System should have two-way messaging between OSU Admins and travelers.
  - b. Provide OSU Admins the ability to view and create dashboards and reports.
  - c. Provide OSU travelers global information while in country about travel hazards and emergency information to assist with assessing risks associated with international travel.
    - i. Access to real-time security and safety information.
  - d. Provide OSU Admins access to real time tracking and reporting of OSU traveler's location including city, region and country.

## 7. Provide Emergency Response Assistance Including:

- a. Automated system that prompts travelers to check-in in the case of an emergency
  - i. Check in should be available but not limited to, an online portal, SMS, and mobile application.
- b. Provide push notifications about developing issues/incidents or emergency situations to travelers.
  - i. Provide proactive alerts via SMS, APP, email, and/or phone call notifying travelers of risks in their areas.
- c. Automated global location-specific emergency alert messaging via SMS, APP, email, and/or phone call.
- d. Real time safety advice sent to OSU travelers specific to emergency based on itinerary and geographic location.
- e. Evacuation and repatriation of OSU travelers provided for:
  - i. Medical

- ii. Security
- iii. Natural disaster
- f. Telehealth services.
- g. Mental health counseling.
- h. Have expedited access to air ambulance fleet and other evacuation aircraft.
- 8. Provide Data/Integration with OSU Systems Including:
  - a. API Integrations with SAP Concur Travel for both traveler profile data and itinerary information.
  - b. Integration with Terra Dotta.
  - c. Integration with insurance carriers, including OSU's current insurance provider, Chubb.
- 9. <u>Seamlessly Integrate with OSU's Insurance Provider Via a Direct Billing Arrangement to Provide</u> <u>Assistance Services to Travelers Including:</u>
  - a. Medical and travel assistance costs prepaid by Proposer.
  - b. Payment for travel assistance services and claims should be through the insurance carrier or need to be approved in writing by the institution before the cost is incurred (if not covered by insurance).
  - c. Direct billing arrangement with OSU insurance carrier must include travel assistance case fees.
- 10. Able to Provide Customized OSU-specific Standard Operating Procedures.

## 3.04 QUESTIONS

Please provide an answer to the following questions along with your proposal:

- Provide a list of current direct-bill partnerships and coordination process with international travel insurance carriers.
- Provide a list of any countries where you provide reduced or no services. Explain why you are unable to provide full service (i.e. regulatory, lack of contracts, conflict of law).

## 4.0 **PROPOSER QUALIFICATIONS**

## 4.01 MINIMUM QUALIFICATIONS

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

- a. Three (3) years' experience providing international travel assistance solutions to a minimum of three higher education institutions.
- b. Able to provide dedicated 24/7 access for OSU Admins.
- c. Can provide health, safety, and security pre-trip information to travelers.
- d. Offers an online portal and mobile app for travelers to access services.
- e. Has a single phone number for OSU travelers to access/dispatch all services.
- f. Offers a tracking mechanism for location of travelers.

## 4.02 PREFERRED QUALIFICATIONS

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

- a. Three (3) years' experience providing international travel assistance solutions to Universities classified as "R1: Doctoral Universities: Very High Research Activity" or "R2: Doctoral Universities: High Research Activity" by the Carnegie Classification of Institutions of Higher Education as listed in Exhibit E.
- b. Robust training solutions on common travel risks (security, health, safety).
- c. Customizable pre-drafted templates (playbooks, notifications) for incident management.
- d. Full Integration with Concur and Terra Dotta Systems.

## 5.0 REQUIRED SUBMITTALS

## 5.01 QUANTITY OF PROPOSALS

Submit one (1) electronic copy via any of the methods detailed in section 7.08 below titled SUBMISSION. 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 should contain the submittals listed in this section below.

## 5.02 SUBMITTALS

It is the Proposer's sole responsibility to submit information in fulfillment of this Request for Proposal. If submittals are not substantially compliant in all material respects with the criteria outlined in the RFP, it may cause the Proposal to be deemed non-Responsive.

Proposers should submit the following information:

Submittal Description	PROPOSER CHECKLIST
<ol> <li>Description of how the goods or services offered specifically satisfy the specifications described in Section 3.</li> </ol>	
2) Responses to the questions in Section 3.04.	
3) Detailed information about how the Proposer meets the minimum qualifications described in Section 4.	
4) Detailed information about how the Proposer meets the preferred qualifications described in Section 4.	
5) Exhibit B: Certifications, fully completed	
6) Exhibit C: References, fully completed. All references should be from higher education institutions.	

## 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 comply with the instructions, that are materially incomplete, or that are submitted by Proposers who does not meet minimum qualifications may 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 03-015, Sec. 5.20.

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.
- 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.

Evaluation CriteriaProposal relative to the Statement of Work in Section 3:Dedicated OSU Account Manager24/7 online and telephonic access for OSU adminsSingle phone number for OSU travelers and adminsPre-departure servicesGeneral travel assistanceReal time reportingEmergency response assistanceData/Integration with OSU systemsInsurance supportCustomized OSU-specific standard operating proceduresProposer's qualifications relative to those requested in Section 4	Points 5 5 5 5 5 5 5 5 5 5 5 5 25
	•
Price of the goods or services	25 25
Total	100

The Proposal that contains the lowest price to OSU will receive the maximum number of price points. A Proposal whose price is higher than the lowest submitted price will receive proportionately fewer price points, as demonstrated in the example below.

Proposer A's price is \$450 (the lowest) Proposer A is awarded 20 price points (the maximum)

Proposer B's price is \$500 Proposer B is awarded 18 price points (450/500 x 20)

In the event of a discrepancy between unit prices and extended (arithmetically calculated) prices, unit prices will prevail over extended prices.

## 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.

## 6.05 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 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 appeals period identified in OSU Standard 03-015, Sec. 5.20.8(b) 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 03-015, Sec. 5.20.

## 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 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 sheet of information as such. 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 Closing; it is the Proposer's responsibility to ensure that the Proposal is received prior to the Closing 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 <u>bids@oregonstate.edu</u>. The e-mail subject line should contain the RFP No. and RFP title. Only those Proposals received at this e-mail address by the Closing 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.

All Proposals 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 Closing, 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 Closing, 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 Closing. 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 Closing, 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 Closing (in the case of electronic submissions, the time/date stamp of the email received at the PCMM office must be no later than the Closing). OSU may not accept or consider late Proposals, modifications, or withdrawals except as permitted in OSU Standard 03-015, Sec 5.9. Sole responsibility rests with the Proposer to ensure OSU's receipt of its Proposal prior to the Closing. 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 Closing using an electronic method. Proposer may attend the Proposal opening, please contact the Administrative Contact noted in Section 1.04 prior to the closing date and time if you wish to attend. 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 *P147303547TJ, International Travel Assistance Solutions Page 9* 

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 appeal period at the PCMM Department. Proposers must make an appointment with the Administrative Contact to view the Proposal file. After the appeal 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 Closing, all Proposals that may have already been received will be returned to the Proposers. If a Request for Proposal is cancelled after the Closing or all Proposals are rejected, the Proposals received will be retained and become part of OSU's permanent Proposal file.

#### 7.21 APPEAL OF CONTRACTOR SELECTION, CONTRACT AWARD

Any Proposer who feels adversely affected or aggrieved may submit an appeal within three (3) business days after OSU issues a notice of intent to award a Contract. The appeal must be clearly identified as an appeal, identify the type and nature of the appeal, and include the Request for Proposal number and title. The rules governing appeals are at OSU Standard 03-015, Sec. 5.20.

#### EXHIBIT A TERMS AND CONDITIONS / SAMPLE CONTRACT

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

WHEREAS, OSU competitively solicited for the services outlined in this Contract under Request for Proposal number P147303547TJ entitled International Travel Assistance Solutions 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 three (3) years from the effective date. OSU has the option to extend the term of this Contract for seven (7) additional one (1) year terms based on the current terms and conditions, for a total contract length of 10 years. OSU may exercise this option to extend 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 (including breach of contract) 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. 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. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE. Contractor shall provide OSU with the following services during the Term of this Contract: International Travel Assistance Services
- B. 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.

C. 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.

## 3. COMPENSATION:

The total amount available for payment to Contractor and for authorized reimbursement to Contractor is \$[insert total amount of contract].

- A. METHOD OF PAYMENT FOR SERVICES. OSU shall pay Contractor \$[insert fixed price] for completing all services required under this Contract.
- B. BASIS OF PAYMENT FOR SERVICES. OSU shall pay Contractor all amounts due under this Contract in one payment upon OSU's approval of Contractor's invoice to OSU but only after OSU has determined that Contractor has completed, and OSU has accepted, all services required under this Contract.
- C. EXPENSE REIMBURSEMENT. OSU will not reimburse Contractor for any expenses under this Contract.
- D. INVOICES AND PAYMENT TO CONTRACTOR. Contractor shall send invoices to OSU for services completed and accepted by OSU. Contractor shall include in each invoice:
  - a. The Contract number;
  - 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 to 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

contracts is 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.

#### 4. 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. Such insurance policy is to be issued by an insurance company authorized to do business in the State of Oregon with an A.M. Best rating of at least A-VII, or such other insurance carrier approved in writing, in advance, by OSU. OSU and its officers, trustees, employees, and agents shall be included as additional insured in said insurance policy to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

B. PROFESSIONAL LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Professional Liability Insurance. Coverage limits shall be a minimum of \$2,000,000 per claim and \$4,000,000 aggregate.

C. 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 be a minimum of \$2,000,000 combined single limit per occurrence.

D. CYBER LIABILITY OR PRIVACY AND NETWORK LIABILITY INSURANCE.

Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Cyber Liability or Privacy and Network Liability Insurance with minimum limits of \$5,000,000 per claim and \$5,000,000 aggregate. The insurance shall provide coverage for the following risks: 1. Liability arising from theft, dissemination and/or use of confidential or personal information stored or transmitted in electronic form, 2. Network security liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party to gain access to your services including denial of service, unless caused by a mechanical or electrical failure, 3. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related or phone related property and the data, software, and programs thereon.

- E. FOREIGN LIABILITY INSURANCE. Contractor shall obtain, at Contractor's expense, and keep in effect during the term of this contract, Foreign Liability Insurance. Coverage limits shall be a minimum of \$2,000,000 per occurrence and \$4,000,000 aggregate.
- F. WORKERS' COMPENSATION INSURANCE.

Contractor, its subcontractors, if any, and all employers providing work, labor or materials under this Contract shall obtain and keep in effect Workers' Compensation as required by the laws where the employees engage in Work, with statutory limits, and Employer's Liability Insurance with minimum limits of \$1,000,000 each accident, disease each employee, and disease policy limit.

## G. PRIMARY COVERAGE.

Insurance carried by Contractor under this Contract shall be primary coverage and noncontributory.

H. TAIL COVERAGE

In the event that any insurance required by this Contract is written on a claims-made basis, Contractor performing Work under this Contract 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 or "tail coverage" will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

## 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, upon request. 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. SUBCONTRACTORS

If Contractor enters into subcontracts for any services to be provided by Contract to OSU, Contractor shall require that all subcontractors maintain insurance meeting all the requirements stated in section 4.

## 5. INDEMNIFICATION:

- A. INDEMNITY.
  - a. Contractor shall indemnify, hold harmless and, not excluding OSU's right to participate, defend OSU and its officers, board members, employees, agents and other representatives from and against all liabilities, claims, actions, damages, losses, or expenses, including without limitation reasonable attorneys' fees and costs, that: (i) are caused or alleged to be caused, in whole or in part, by the negligence, omissions, wrongful acts or willful misconduct of the Contractor or any of its officers, directors, agents, employees, or subcontractors, or (ii) alleging Contractor's services, information or materials supplied by Contactor to OSU under this Contract, or OSU's use of any of the foregoing infringes on any patent, copyright, trade secret, trademark, or other proprietary right of a third party.

## 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.

## 6. 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. ANTI-KICKBACK ACT (40 U.S.C. 3145). Contractor certifies compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or Subcontractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor must report all suspected or reported violations to OSU.
- b. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352). Contractors that apply or bid for a contract of \$100,000 or more, must file the required 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 in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor must require any subcontractor who applies or bids for subcontract of \$100,000 or more to provide a similar certification to the next higher tier (Contractor or subcontractor as applicable). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Contractor or subcontractor must forward any disclosures from tier to tier up to

OSU.

- c. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251-1387), AS AMENDED. If this Contract provides for payments in excess of \$150,000, Contractor must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708). For all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. DEBARMENT AND SUSPENSION EXECUTIVE ORDERS 12549 AND 12689. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before a contract award of \$25,000 or more is made, verification is required that the intended awarded party is not on the government-wide exclusions in the SAM. Required verification must be made by checking the SAM Exclusions. Compliance with Subpart C of 2 CFR Part 180 by checking that the intended awarded party is not listed on the SAM Exclusions, before making a contract award, will flow down from tier to tier for contract awards of \$25,000 or more. Contractor must include a term or condition similar to this term, in any subsequent lower tier contract awards of \$25,000 or more. Contractor meet-wide exclusions in the SAM.
- f. ENERGY POLICY AND CONSERVATION ACT. Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- g. EQUAL EMPLOYMENT OPPORTUNITY. Contractor must comply with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- h. 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.

- i. Pursuant to 2 CFR 200.216 and 2 CFR 200.471, which implement Section 889 of the NDAA (Public Law 115-232), OSU is prohibited from obligating or expending grant funds to procure equipment, services or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or critical technology as part of any system. Contractor represents and warrants that in performing under this contract it will not provide or use covered telecommunications equipment or services as defined by Public Law 115-232, Section 889(f). <u>https://www.congress.gov/115/plaws/publ232/PLAW-115publ232.pdf</u>
- D. PUBLIC RECORDS LAW NOTICE. OSU advises Contractor that information OSU receives may be subject to public inspection under Oregon Public Records Law (ORS 192.311-192.355).

## 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 all Oregon safety and health requirements, 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. EXPORT CONTROL.

Contractor acknowledges that OSU has students and faculty who are foreign nationals who may work with the services, product or technology received from Contractor pursuant to this Contract. Contractor represents that it has informed OSU in writing, prior to executing this Contract if it is providing OSU any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List number(s) it is controlled.

G. SEXUAL HARASSMENT POLICY.

OSU has policies that prohibit 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.

## H. 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 <a href="http://oregonstate.edu/accessibility/ITpolicy">http://oregonstate.edu/accessibility/ITpolicy</a>.

#### I. FERPA COMPLIANCE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

In the course of providing services to OSU students, Supplier may have access to Sensitive Information including employee data and student Education Records and Personally Identifiable Information (defined below) that are subject to the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g, et seq. and the regulations promulgated thereunder. The parties agree to comply with all OSU policies and federal and state laws related to the protection and privacy of employee and student records, including but not limited to FERPA. Supplier agrees that it shall not use these records for any purpose other than in the performance of athletic training services and that, as an entity to whom OSU has requested these institutional services:

a) Supplier is performing an institutional service for which OSU would otherwise use OSU employees;

b) Supplier is under the direct control of OSU with respect to the use and maintenance of sensitive information and Education Records; and

c) Supplier will comply with all applicable OSU policies and FERPA requirements governing the use

and redisclosure of sensitive information and Personally Identifiable Information from Education Records, including without limitation the requirements of 34 CFR §99.33(a).

"Sensitive Information" shall mean data that is commonly used to conduct OSU business, which by its nature or regulation, may have legal and/or generally expected non-disclosure outside of authorized individuals.

"Education Records" and "Personally Identifiable Information" shall have the meaning given to these respective terms under FERPA and the FERPA Regulations, as amended or otherwise modified from time to time.

In the event any person(s) seek to access protected sensitive information, including Education Records, the Supplier will immediately inform OSU of such request in writing and shall only retrieve such data or information upon receipt of, and in accordance with, written directions by OSU and shall only provide such data and information to OSU.

Upon termination of this agreement, Supplier shall return and/or destroy all data or information received from OSU upon, and in accordance with, direction from OSU. Supplier shall not retain copies of any data or information received from OSU once OSU has directed Supplier as to how such information shall be returned to OSU and/or destroyed. Furthermore, Supplier shall ensure that they dispose of any and all data or information received from OSU in an OSU-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).

## 7. 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 and: OSU PCMM ATTN: [Contract No.] Contract Administrator 644 SW 13<sup>th</sup> Street Corvallis, OR 97333 Telephone: (541) 737-4261 Fax: (541) 737-2170 E-mail: pacs@oregonstate.edu

CONTRACTOR Contract Administrator [Name] [Title] [Address] OSU Departmental Administrator [Name] [Title] [Address] [City, State, Zip] Telephone: [Phone Number] Fax: [Fax Number] E-mail: [E-Mail 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, pandemic, epidemic or other health emergency as declared by the health authority, 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, consent, or waiver of terms of this Contract shall bind either party unless it is in writing and signed by authorized representatives of each of the parties. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.

#### 8. CERTIFICATIONS AND SIGNATURES:

This Contract must be signed by an authorized representative of Contractor. The undersigned certifies under penalty of perjury both individually and 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.

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:
Ву:	
Title:	
OSU:	
Signature:	Date:
Ву:	
Title:	

#### EXHIBIT B CERTIFICATIONS

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 Signatu	re:				Date:
Name (Type or Prir	nt):				Telephone:()
Title:					Fax:()
FEIN ID# or SSN#	(required):			Email:	
Company:					
Address, City, State	e, Zip:				
Construction Contra	actors Board (CCB	) License Nu	mber (if applicat	ole):	
Business Designati			□ Sole Proprie	etorship	o 🗆 Non-Profit

## EXHIBIT C REFERENCES

#### **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:	
CITY, STATE ZIP:	
WEBSITE:	_ E-MAIL:
GOODS OR SERVICES PROVIDED:	

#### Exhibit D Oregon State University Travel Profile

Oregon State University (OSU) recognizes that international study and work experiences are integral to faculty, employees, and students. OSU supports a variety of travel opportunities.

The volume of travelers with OSU has recently been impacted due to the global COVID-19 pandemic. To provide the most accurate representation of OSU's travel profile, the information below represents a year of travel before COVID-19 impacts and a year of travel with reduced travel caused by COVID-19 restrictions. Over time, as conditions related to the pandemic improve, we anticipate increasing the volume of travelers to align more closely to pre-covid volumes.

#### Volume of International Travelers

	Pre COVID-19 Travel Volume 2018-19 Fiscal Year (July- June)	COVID-19 Travel Volume 2020 Calendar Year
Employees	416	77
Students	688	47
TOTAL International Travelers	1104	124

#### Volume of Domestic Travelers

	Pre COVID-19 Travel Volume 2019 Calendar Year	COVID-19 Travel Volume 2020 Calendar Year
TOTAL Domestic Travelers	5,180	2,038

The reporting capabilities for historical domestic travel information is somewhat limited. OSU has engaged with a new provider that will improve the tracking and reporting capabilities going forward, but the historical data for domestic travel is not able to differentiate between the type of traveler. As such, the volume of domestic travelers listed above includes students, employees, guests, and volunteers.

#### Locations of Travel:

Below is a list of locations that OSU students and staff have traveled to during the two years captured in the "Volume of International Traveler" section of this exhibit:

Antarctica, Antigua, Argentina, Australia, Austria, Barbuda, Bangladesh, Barbados, Belarus, Belgium, Benin, Bolivia, Botswana, Brazil, Bulgaria, Cambodia, Canada, Chile, China, Columbia, Costa Rica, Croatia, Cuba, Curacao, Czech Republic, Denmark, Dominican Republic, Ecuador, Egypt, England, Estonia, Ethiopia, Falkland Islands, Finland, France, French Polynesia, Germany, Ghana, Greece, Grenada, Guatemala, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Japan, Jordan, Kenya, Korea (South), Kyrgyzstan, Lithuania, Macao, Madagascar, Malawi, Malaysia, Maldives, Mexico, Micronesia, Morocco, Namibia, Nepal, Netherlands, Nevis, New Caledonia, New Zealand, Nigeria, Norway, Pakistan, Palau, Panama, Peru, Philippines, Poland, Portugal, Principe, Puerto Rico, Romania, Russia, Saint Kitts, Sao Tome, Saudi Arabia, Serbia, Singapore, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Turkey, U.S. Virgin Islands, Uganda, United Arab Emirates, United Kingdom, Uruguay, Uzbekistan, Vietnam, Wales, Zambia, Zimbabwe

#### Exhibit E List of R1 and R2 Institutions as Defined by the Carnegie Classifications

#### **R1 Institutions**

University of Alabama	Public	Tuscaloosa	AL
University of Alabama at	Public	Birmingham	AL
Birmingham	1 done	Diffinigham	
University at Albany	Public	Albany	NY
University of Arizona	Public	Tucson	AZ
Arizona State University	Public	Tempe	AZ
University of Arkansas	Public	Fayetteville	AR
Auburn University	Public	Auburn	AL
Binghamton University	Public	Vestal	NY
Boston College	Private (non-profit)	Chestnut Hill	MA
Boston University	Private (non-profit)	Boston	MA
Brandeis University	Private (non-profit)	Waltham	MA
Brown University	Private (non-profit)	Providence	RI
University at Buffalo	Public	Buffalo	NY
University of California,	Public	Berkeley	CA
Berkeley		·	
University of California,	Public	Davis	CA
Davis			
University of California, Irvine	Public	Irvine	СА
University of California, Los Angeles	Public	Los Angeles	СА
University of California, Riverside	Public	Riverside	СА
University of California, San Diego	Public	San Diego	СА
University of California, Santa Barbara	Public	Santa Barbara	СА
University of California, Santa Cruz	Public	Santa Cruz	СА
California Institute of Technology	Private (non-profit)	Pasadena	СА
Carnegie Mellon University	Private (non-profit)	Pittsburgh	РА
Case Western Reserve University	Private (non-profit)	Cleveland	OH
University of Central Florida	Public	Orlando	FL
University of Chicago	Private (non-profit)	Chicago	IL
University of Cincinnati	Public	Cincinnati	OH
Clemson University	Public	Clemson	SC
University of Colorado Boulder	Public	Boulder	CO
University of Colorado Denver/Anschutz-	Public	Denver	СО
Medical Campus			
Colorado State University	Public	Fort Collins	СО
Columbia University	Private (non-profit)	New York	NY
University of Connecticut	Public	Storrs	СТ
Cornell University	Private (non-profit)	Ithaca	NY
CUNY Graduate School and University Center	Public	New York	NY
Dartmouth College	Private (non-profit)	Hanover	NH
University of Delaware	Public	Newark	DE
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Drexel University	Private (non-profit)	Philadelphia	РА
Dike University	Private (non-profit)	Durham	NC PA
Emory University	Private (non-profit)	Atlanta	GA
	Private (non-profit) Public	Gainesville	
University of Florida			FL FL
Florida International	Public	Miami	FL
University	Dublic	Tallahazzz	EI
Florida State University	Public	Tallahassee	FL
George Mason University	Public	Fairfax	VA
George Washington	Private (non-profit)	Washington	DC
University	D'ante (mar 61)		DC
Georgetown University	Private (non-profit)	Washington	DC
University of Georgia	Public	Athens	GA
Georgia Institute of	Public	Atlanta	GA
Technology	D 11		
Georgia State University	Public	Atlanta	GA
Harvard University	Private (non-profit)	Cambridge	MA
University of Hawaii at	Public	Honolulu	HI
Manoa	D 11		
University of Houston	Public	Houston	TX
University of Illinois at	Public	Chicago	IL
Chicago			
University of Illinois at	Public	Champaign	IL
Urbana–Champaign			
Indiana University	Public	Bloomington	IN
Bloomington			
University of Iowa	Public	Iowa City	IA
Iowa State University	Public	Ames	IA
Johns Hopkins University	Private (non-profit)	Baltimore	MD
University of Kansas	Public	Lawrence	KS
Kansas State University	Public	Manhattan	KS
University of Kentucky	Public	Lexington	KY
Louisiana State	Public	Baton Rouge	LA
University and		_	
Agricultural &			
Mechanical College			
University of Louisville	Public	Louisville	КҮ
University of Maryland,	Public	College Park	MD
College Park		-	
University of	Public	Amherst	MA
Massachusetts Amherst			
Massachusetts Institute of	Private (non-profit)	Cambridge	MA
Technology		6	
University of Miami	Private (non-profit)	Coral Gables	FL
University of Michigan	Public	Ann Arbor	MI
Michigan State University	Public	East Lansing	MI
University of Minnesota	Public	Minneapolis	MN
University of Mississippi	Public	Oxford	MS
Mississippi State	Public	Starkville	MS
University		Starkvine	1410
University of Missouri	Public	Columbia	МО
Montana State University	Public	Bozeman	MT
	Public	Lincoln	NE
University of Nebraska–	r uone		
Lincoln	Dublic	Lag Vagas	NV
University of Nevada, Las	Public	Las Vegas	NV
Vegas	D-1-1:-	D an a	NV
University of Nevada,	Public	Reno	NV
Reno			

University of New	Public	Durham	NH
Hampshire	1 uone	Duman	
New Jersey Institute of Technology	Public	Newark	NJ
University of New Mexico	Public	Albuquerque	NM
New York University	Private (non-profit)	New York	NY
North Carolina State	Public	Raleigh	NC
University		Ũ	
University of North Carolina at Chapel Hill	Public	Chapel Hill	NC
University of North Texas	Public	Denton	TX
Northeastern University	Private (non-profit)	Boston	MA
Northwestern University	Private (non-profit)	Evanston	IL
University of Notre Dame	Private (non-profit)	Notre Dame	IN
Ohio State University[4]	Public	Columbus	OH
University of Oklahoma	Public	Norman	ОК
Oklahoma State University	Public	Stillwater	ОК
University of Oregon	Public	Eugene	OR
Oregon State University	Public	Corvallis	OR
University of Pennsylvania	Private (non-profit)	Philadelphia	РА
Pennsylvania State University	Public	University Park	PA
University of Pittsburgh	Public	Pittsburgh	PA
Princeton University	Private (non-profit)	Princeton	NJ
Purdue University	Public	West Lafayette	IN
Rensselaer Polytechnic	Private (non-profit)	Troy	NY
Institute	Trivate (non-pront)	110y	1 1 1
Rice University	Private (non-profit)	Houston	ТХ
University of Rochester	Private (non-profit)	Rochester	NY
Rutgers University–New Brunswick	Public	New Brunswick	NJ
University of South Carolina	Public	Columbia	SC
University of South Florida	Public	Tampa	FL
University of Southern California	Private (non-profit)	Los Angeles	СА
University of Southern	Public	Hattiesburg	MS
Mississippi Stanford University	Private (non-profit)	Stanford	СА
Stony Brook University	Private (non-profit) Public	Stony Brook	NY
Syracuse University	Private (non-profit)	Syracuse	NY
Temple University	Private (non-profit) Public	Philadelphia	PA
University of Tennessee	Public	Knoxville	TN
University of Texas at	Public	Arlington	TX
Arlington			
University of Texas at Austin	Public	Austin	TX
University of Texas at Dallas	Public	Richardson	TX
University of Texas at El Paso	Public	El Paso	TX
Texas A&M University	Public	College Station	TX
Texas Tech University	Public	Lubbock	TX
Tufts University	Private (non-profit)	Medford	MA
Tulis University		MEGIOIG	IVIA

Tulane University	Private (non-profit)	New Orleans	LA
University of Utah	Public	Salt Lake City	UT
Vanderbilt University	Private (non-profit)	Nashville	TN
University of Virginia	Public	Charlottesville	VA
Virginia Commonwealth	Public	Richmond	VA
University			
Virginia Polytechnic	Public	Blacksburg	VA
Institute and State			
University			
University of Washington	Public	Seattle	WA
Washington University in	Private (non-profit)	Saint Louis	МО
St. Louis			
Washington State	Public	Pullman	WA
University			
Wayne State University	Public	Detroit	MI
University of Wisconsin-	Public	Madison	WI
Madison			
University of Wisconsin-	Public	Milwaukee	WI
Milwaukee			
West Virginia University	Public	Morgantown	WV
Yale University	Private (non-profit)	New Haven	СТ

#### **R2** Institutions

Air Force Institute of	Public	Wright-Patterson AFB	ОН
Technology Graduate		e	
School of Engineering &			
Management			
American University	Private (non-profit)	Washington	DC
Arizona State University	Public	Phoenix	AZ
Downtown Phoenix			
campus			
Arizona State University	Public	Scottsdale	AZ
SkySong campus			
Arkansas State University	Public	Jonesboro	AR
Azusa Pacific University	Private (non-profit)	Azusa	CA
Ball State University	Public	Muncie	IN
Baylor University	Private (non-profit)	Waco	TX
Boise State University	Public	Boise	ID
Bowling Green State	Public	Bowling Green	OH
University			
Brigham Young	Private (non-profit)	Provo	UT
University			
Catholic University of	Private (non-profit)	Washington	DC
America			
Central Michigan	Public	Mount Pleasant	MI
University			
Chapman University	Private (non-profit)	Orange	CA
Claremont Graduate	Private (non-profit)	Claremont	CA
University			
Clark Atlanta University	Private (non-profit)	Atlanta	GA
Clark University	Private (non-profit)	Worcester	MA
Clarkson University	Private (non-profit)	Potsdam	NY
Cleveland State	Public	Cleveland	OH
University			
College of William and	Public	Williamsburg	VA
Mary			
Colorado School of Mines	Public	Golden	СО

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CUNV City Callaga	Public	New York	NY
CUNY City College	Public		
Delaware State University		Dover	DE
DePaul University	Private (non-profit)	Chicago	
Duquesne University	Private (non-profit)	Pittsburgh	PA
East Carolina University	Public	Greenville	NC
East Tennessee State	Public	Johnson City	TN
University			
Eastern Michigan	Public	Ypsilanti	MI
University			
Florida Agricultural and	Public	Tallahassee	FL
Mechanical University			
Florida Atlantic	Public	Boca Raton	FL
University			
Florida Institute of	Private (non-profit)	Melbourne	FL
Technology			
Fordham University	Private (non-profit)	Bronx	NY
Gallaudet University	Private (non-profit)	Washington	DC
Georgia Southern	Public	Statesboro	GA
University			
Hampton University	Private (non-profit)	Hampton	VA
Howard University	Private (non-profit)	Washington	DC
Idaho State University	Public	Pocatello	ID
Illinois Institute of	Private (non-profit)	Chicago	IL
Technology			
Illinois State University	Public	Normal	IL
Indiana University –	Public	Indianapolis	IN
Purdue University		_	
Indianapolis			
Jackson State University	Public	Jackson	MS
Thomas Jefferson	Private (non-profit)	Philadelphia	PA
University		-	
Kennesaw State	Public	Kennesaw	GA
University			
Kent State University at	Public	Kent	ОН
Kent			
Lehigh University	Private (non-profit)	Bethlehem	PA
Louisiana Tech	Public	Ruston	LA
University			
Loyola Marymount	Private (non-profit)	Los Angeles	CA
University		-	
Loyola University	Private (non-profit)	Chicago	IL
Chicago		-	
Marquette University	Private (non-profit)	Milwaukee	WI
Marshall University	Public	Huntington	WV
Mercer University	Private (non-profit)	Macon	GA
Miami University	Public	Oxford	ОН
Michigan Technological	Public	Houghton	MI
University			
Missouri University of	Public	Rolla	МО
Science and Technology			
Montclair State	Public	Montclair	NJ
University			
Morgan State University	Public	Baltimore	MD
New Mexico State	Public	Las Cruces	NM
University			
North Carolina A & T	Public	Greensboro	NC
State University			
North Dakota State	Public	Fargo	ND
University		5	
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Northern Arizona	Public	Flagstaff	AZ
University			
Northern Illinois	Public	Dekalb	IL
University			
Nova Southeastern	Private (non-profit)	Fort Lauderdale	FL
University			
Oakland University	Public	Rochester	MI
Ohio University-Main	Public	Athens	OH
Campus	1 uone	Athens	OII
Old Dominion University	Public	Norfolk	VA
Ponce Health Sciences	Private (for-profit)	Ponce	PR
University			
Portland State University	Public	Portland	OR
Rochester Institute of	Private (non-profit)	Rochester	NY
Technology			
Rockefeller University	Private (non-profit)	New York	NY
Rowan University	Public	Glassboro	NJ
Rutgers University-	Public	Camden	NJ
Camden			
Rutgers University–	Public	Newark	NJ
Newark	1 40110		113
	Drivets (new rest fit)	Saint Laui-	MO
Saint Louis University	Private (non-profit)	Saint Louis	MO
San Diego State	Public	San Diego	CA
University			
Seton Hall University	Private (non-profit)	South Orange	NJ
South Dakota State	Public	Brookings	SD
University			
Southern Illinois	Public	Carbondale	IL
University Carbondale			
Southern Methodist	Private (non-profit)	Dallas	TX
University	( F)		
Stevens Institute of	Private (non-profit)	Hoboken	NJ
Technology	Thrace (non prom)	Hotoken	110
SUNY College of	Public	Syracuse	NY
Environmental Science	Fublic	Syracuse	19.1
and Forestry			
Teachers College at	Private (non-profit)	New York	NY
Columbia University			
Tennessee State	Public	Nashville	TN
University			
Tennessee Technological	Public	Cookeville	TN
University			
Texas A&M University-	Public	Corpus Christi	TX
Corpus Christi		1	
Texas A&M University-	Public	Kingsville	TX
Kingsville			
Texas Christian	Private (non-profit)	Fort Worth	ТХ
	1 IIvate (non-profit)		1A
University	Dublis	II	TV
Texas Southern	Public	Houston	TX
University		~	
Texas State University	Public	San Marcos	TX
The New School	Private (non-profit)	New York	NY
University of Montana	Public	Missoula	MT
University of Texas at	Public	San Antonio	TX
San Antonio			
University of Texas Rio	Public	Rio Grande Valley	ТХ
Grande Valley			
University of Akron Main	Public	Akron	ОН
	1 40110		
Campus		I	

University of Alabama in Huntsville	Public	Huntsville	AL
University of Alaska Fairbanks	Public	Fairbanks	AK
University of Arkansas at Little Rock	Public	Little Rock	AR
University of California, Merced	Public	Merced	CA
University of Colorado	Public	Colorado Springs	СО
Colorado Springs			
University of Dayton	Private (non-profit)	Dayton	OH
University of Denver	Private (non-profit)	Denver	СО
University of Idaho	Public	Moscow	ID
University of Louisiana at Lafayette	Public	Lafayette	LA
University of Maine	Public	Orono	ME
University of Maryland,	Public	Princess Anne	MD
Eastern Shore			
University of Maryland, Baltimore County	Public	Baltimore	MD
University of	Public	Boston	МА
Massachusetts Boston		Boston	1417 2
University of	Public	North Dartmouth	MA
Massachusetts Dartmouth			
University of	Public	Lowell	MA
Massachusetts Lowell			
University of Memphis	Public	Memphis	TN
University of Missouri–	Public	Kansas City	МО
Kansas City University of Missouri–	Public	Saint Louis	MO
St. Louis	Public	Saint Louis	MO
University of Nebraska at	Public	Omaha	NE
Omaha			
University of New England	Private (non-profit)	Biddeford	ME
University of New Orleans	Public	New Orleans	LA
University of North	Public	Charlotte	NC
Carolina at Charlotte			
University of North	Public	Greensboro	NC
Carolina at Greensboro	D-11	<b>W7'1</b>	NC
University of North Carolina Wilmington	Public	Wilmington	NC
University of North	Public	Grand Forks	ND
Dakota		orana i oraș	
University of Puerto Rico	Public	San Juan	PR
at Río Piedras	D 11	TZ: /	
University of Rhode Island	Public	Kingston	RI
University of San Diego	Private (non-profit)	San Diego	СА
University of South	Public	Mobile	AL
Alabama			
University of South	Public	Vermillion	SD
Dakota	D 11	TT 1 1	011
University of Toledo	Public	Toledo	ОН
University of Tulsa	Private (non-profit)	Tulsa	OK
University of Vermont	Public	Burlington	VT
University of Wyoming	Public	Laramie	WY UT
Utah State University	Public	Logan	UI

Villanova University	Private (non-profit)	Villanova	PA
Wake Forest University	Private (non-profit)	Winston-Salem	NC
Western Michigan University	Public	Kalamazoo	MI
Wichita State University	Public	Wichita	KS
Worcester Polytechnic Institute	Private (non-profit)	Worcester	MA
Wright State University	Public	Dayton	OH
Yeshiva University	Private (non-profit)	New York	NY