



REQUEST FOR PROPOSALS (RFP)  
Travel Services Providers  
**RFP No. 19582**

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**ATTENTION POTENTIAL  
PROPOSERS!!**

**IMPORTANT NOTICE**

**Responsibility of Each Vendor Participating in the Bidding Process**

It will be the responsibility of each participating Vendor to refer daily to the OUS Business Opportunities website to check for any available amendments or addenda, responses to inquiries and/or questions, cancellations, or intents to award, and any and all additional information regarding this opportunity that is posted. It is not Portland State University's responsibility to notify participating Vendors by email or by any other means of any of the above. Copies of this document can be obtained on the web site as well. The web link follows.

**Web Link:**

**<https://secure.ous.edu/bid/>**

All proposal questions and inquiries must be sent by email to [contract@pdx.edu](mailto:contract@pdx.edu). The subject line of the email must state the following: RFP No. 19582 Travel Services "Questions and/or Request for Clarification/Changes". Any questions and/or requests for clarifications that are not so submitted will not be responded to.

**Emerging Small Businesses and Minority and Women Owned Businesses**

PSU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and PSU strongly encourages its contractors to use these businesses in providing services and materials for PSU contracts and projects.

*PSU promotes equal opportunity for all individuals without regard to age, color, disability, marital status, national origin, race, religion or creed, sex or gender, sexual orientation, or veteran status.*

## **OVERVIEW**

The State Board of Higher Education on behalf of Portland State University (PSU), seeks a retainer list of Travel Services Providers that will provide highly responsive, sensitive, quality-oriented service to all of its travelers. Emphasis will be placed upon innovative approaches designed to obtain for PSU both the highest quality of service and realistic, demonstrable cost savings. In that regard, PSU expects the selected Travel Services Providers to be able to leverage its consolidated buying power to obtain optimum travel discounts. This RFP represents PSU's good faith effort to detail our specifications and requirements for the travel services that will best meet PSU's needs at the best value to PSU. While price certainly will be one of the factors considered, other equally important criteria as detailed herein will also be included in the overall evaluation of responses to this RFP.

### **Contract Term**

The initial term of the contract(s) awarded pursuant to this RFP shall be for five (5) years beginning on the effective date of such executed contract(s) award and may, upon consent of the parties, be renewed once for one additional two (2) year term.

### **Financial Consideration**

The maximum dollar value of any individual contract awarded under this solicitation shall not initially exceed four million dollars. This amount may be amended at the University's sole discretion throughout the initial term or renewal term(s) of any ensuing contracts.

### **Cooperative Purchasing**

All Oregon University System (OUS) institutions and all other public agencies or institutions may establish contracts or price agreements under the terms, conditions, and pricing of the contract(s) awarded as a result of this RFP. The OUS institutions and other public agencies shall be individually responsible for their obligations to the awarded vendor(s). Likewise, the vendors shall be responsible to the OUS institution and other public agencies for their obligations to the OUS members and public agencies pursuant to any ensuing contract(s) or price agreement(s). Any such purchases shall be between the vendor and the participating OUS member or public agency and shall not impact the vendor's obligation to Portland State University. Portland State University makes no representation or guarantee as to the volume of such additional purchases. It is currently intended that Portland State University will be entering into contracts with the apparent successful respondents to this RFP.

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## SCHEDULE OF EVENTS

These dates are for reference only; we may change these dates at our discretion. We will notify you if any schedule dates change. Any changes to schedule dates will be posted on the OUS website.

Issue RFP to potential proposers	June 13, 2012
Deadline for proposer inquiries, request for changes or protest of specifications	June 19, 2012 <b>before 5 pm</b>
Deadline for PSU to respond to proposal inquiries and/or protest of RFP specifications and/or contract terms and conditions	June 22, 2012
Proposals due*	July 2, 2012 <b>before 3 pm</b>
Oral Presentation	<b>TBD</b>
Evaluation period, ending	July 30, 2012
Anticipated notice of intent to award(s)	August 1, 2012
Deadline to protest award(s)	(Seven (7) calendar days after date of intent to award)
Anticipated date of contract(s) execution (no later than)	September 10, 2012
Client meetings begin (anticipated date for client meetings)	September 12, 2012

\* Proposals must be received by the PSU Purchasing and Contracting Office no later than 3:00 p.m. PDT (Pacific Daylight Time) on this date.

## **BACKGROUND**

Established in 1946, Portland State University (PSU or University) is a center of opportunity for over 29,000 undergraduate and graduate students and more than 4,000 faculty and staff. Located in Portland, Oregon, one of the nation's most livable cities, the University's innovative approach to education combines academic rigor in the classroom with field-based experiences through internships and classroom projects with community partners. The University's 49-acre downtown campus exhibits Portland State's commitment to sustainability with green buildings, while many of the 124 Bachelor's, Master's and Doctoral degrees incorporate sustainability into the curriculum. PSU's motto, "Let Knowledge Serve the City," inspires the teaching and research of an accomplished faculty whose work and students span the globe. PSU serves the entire state, although its influence predominates in the six-county Portland metropolitan area, the region from which 80 percent of its enrollments originate.

The University organizes approximately \$7.2 million of travel services per year in support of courses/programs. This figure is only an estimate and is in no way a commitment by the University to any annual volume of purchases. This information is provided for informational purpose only and should not be construed as a commitment by the University to purchase any specified quantities.

### **PSU's Travel History**

1. **Statistics**. Airline ticket purchases placed through the three current contracted Travel Agencies totaled \$2,003,190.89 for calendar year 2011. In addition, the Department of Athletics often books its own group and charter flights for team travel. Most of this travel goes through one of the contract Travel Agencies. We do not make any guarantee about future levels of travel purchases. Please see Exhibit A, PSU's Travel History, attached and incorporated by reference herein.
2. **Current Method of Buying Airline Tickets**. Presently, our departments call or e-mail one of the three contracted Travel Agencies for airfare quotes based on a given itinerary. The department books the ticket, by phone, fax, or e-mail by giving the travel agency their Index Code (six characters that allows us to identify the department in our accounting system) and a five-digit Account Code that indicates if the travel is in-state or out-of-state, etc. The Travel Agency issues the airline ticket and charges the cost to a PSU-issued US Bank VISA "Ghost Card." If a paper ticket is issued, the ticket is delivered to our department by the Travel Agency's courier. US Bank bills PSU's Accounts Payable Office for the particular Ghost Card's charges for the month. **IMPORTANT:** Each contract Travel Agency provides ticket reconciliation data (ticket number, name of traveler, date, etc.) to PSU that must balance to US Bank's balance for that billing cycle (month). PSU's Travel Desk verifies that the total charges from each Travel Agency matches against the US Bank Ghost Card charges. Using the Travel Agency's data, the Travel Desk redistributes the cost of the tickets against the respective Index Numbers our departments gave the Travel Agency when ordering the tickets.

3. Travel Agency Concept. We prefer to give our departments a choice of two or more Travel Agencies, thereby providing the campus with competitive choices, resulting in responsive Travel Agencies, having Travel Agencies that are more customer-oriented, and speeding up the billing of travel purchases.
4. Exemptions From Using Travel Agents. We allow our departments to buy from other travel agents or airlines as appropriate. Examples include:
  - Using other agents or airlines offering better prices.
  - Buying international tickets. Although, most international travel has been purchased through our current Agents.
  - Buying charter flights or group travel. Athletics buys approximately two charters per season for football team travel when it is not cost effective or practical to use scheduled carriers. Athletics also buys group travel for the air transportation of smaller teams.
5. State of Oregon City-Pair Contracts. PSU departments must use one of the contract Travel Agencies to access State of Oregon City-Pair fares (State contract pricing for unrestricted fares). These fares are only available through our designated Agencies.

The PSU Travel Policy is hereby incorporated by reference and is available at:

[http://www.pdx.edu/bao/formpolicies#facstf\\_travel](http://www.pdx.edu/bao/formpolicies#facstf_travel)

Oregon University System (OUS) Travel Policy is hereby incorporated by reference and is available at: <http://www.ous.edu/dept/cont-div/policy/cobpp/30-05>

## SECTION 1: INSTRUCTIONS TO PROPOSERS

### **RFP Data**

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Commodity Title: Travel Services Providers  
Buyer: State Board of Higher Education, on behalf of Portland State University (PSU)  
Solicitation Officer: Karen A. Preston  
Phone/Fax: 503-725-5460/503-725-5594  
Email: contract@pdx.edu  
Date Issued: May 30, 2012

### **RFP Proposal Deadline for Receipt by PSU Purchasing & Contracting Office**

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Day/Date: June 20, 2012  
Time: 3:00 p.m., Pacific Daylight Time (PDT)  
Location/Address: PSU Purchasing & Contracting Office  
(hand deliver proposals here) University Center Building at 1881 SW 5<sup>th</sup> Ave. Suite 465  
Portland, OR 97201

Mailing Address: Portland State University  
Purchasing & Contracting Office  
PO Box 751 –PUR  
Portland, OR 97207-0751

All Proposals submitted in response to this RFP are subject to the provisions and requirements of the applicable Oregon Revised Statutes (ORS), the applicable Attorney General's Model Public Contract Rules and the Administrative Rules of the Oregon University System.

Proposal Preparation and Submission: Proposals to the RFP shall be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment.

Sustainability and Green Campus Initiative: In the interest of supporting PSU's initiative to reduce waste and extraneous use of natural resources, PSU is requesting the following:

- Proposers shall submit ONE (1) ORIGINAL of all proposal pages and TEN (10) photocopies of the same pages. The original of the proposal shall be marked "ORIGINAL".
- Proposers shall also submit, in a separate envelope, ONE (1) ORIGINAL of the Pricing Proposal and TEN (10) photocopies of the same pages. The original of the Pricing Proposal shall be marked "ORIGINAL." **Pricing information must not be included with the rest of the proposal in any manner whatsoever.**

**Failure to completely separate pricing from the rest of the proposal may result in rejection of the proposal.**

- Original proposals and pricing proposals shall be prepared in printed form, not handwritten, and must be signed in ink by an authorized representative of the proposer. The person signing the RFP shall initial alterations or erasures in ink. **Failure to submit a proposal bearing an original signature will result in rejection of the proposal.**
- No oral, telegraphic, telephone, e-mail or facsimile proposals will be accepted.
- Proposals and Pricing Proposals must not be submitted in three ring binders or with any binding that cannot be easily removed. Comb binding or large clips are acceptable.
- It is also recommended that proposals be printed on 100% recycled paper.
- Proposals must not include any tabbing or glossy paper, must be printed two sided, and it is recommended that graphics be kept to a minimum. Only those graphics essential to the proposal should be included.
- Respondents must also submit an electronic copy of the complete Proposal on one CD or DVD in a pdf format.
- The Pricing Proposal must also be submitted on a separate CD or DVD in a Microsoft Excel format.
- A presentation formatted in Power Point will also be accepted.
- Each CD or DVD should be clearly marked with the respondent's company name and identified as "Proposal," "Pricing Proposal", and/or "Power Point Presentation".
- Respondents must include a cover sheet that identifies the company name, the company's primary and secondary contact person's name for the proposal, primary and secondary person's email, phone and fax number and company's web address.
- Proposer shall also name its contract administrator, by stating the name, title and phone number of the person who is assigned the responsibility of answering questions and resolving problems for proposer on the cover sheet.
- Proposers must complete all applicable information and provide all information requested in the RFP. If information requested in the RFP is not applicable to Proposer then Proposer must explain why it is not applicable. Failure to comply may be grounds for proposal rejection.
- Proposals and Pricing Proposals must be submitted in a sealed package(s) or envelope(s). To ensure proper identification and handling, all package(s) or envelope(s) must be clearly marked with the RFP Number and the date and time RFP proposals are due.
- Proposals and Pricing Proposals must be received and time-stamped by the PSU Purchasing & Contracting Office (unless otherwise specified) prior to the scheduled RFP Proposals due date and time listed in the Schedule of Events of this RFP. **Late Proposals or modifications will be rejected.**
- Section 4: Proposal Certification, must bear an original signature and be submitted in its' entirety. **Failure to comply may result in the rejection of the proposal.**



- PSU, in its sole discretion, may determine that a proposal is non-responsive if the proposal and pricing are not submitted as required, including separate CD's or DVD's, in the required identified format. Response to the RFP must follow the order of the scope of work listed in this RFP.

Proposal Submission: Proposers should note that PSU has an internal campus mail system which is used to distribute all U.S. mail sent to PSU. This internal mail system sometimes experiences delays in distributing mail to campus departments and, upon rare occasion, loses mail intended for campus departments. Thus, proposers using the U.S. mail to submit their proposals do so at their own risk.

Right to Reject: PSU reserves the right to cancel or reject this procurement, RFP, and any or all Proposals received as a result of this RFP upon finding that it is in the public interest to do so.

PSU reserves the right to reject proposals from respondents that raise any objections to the terms and conditions of this RFP after the deadline date for requests for changes. Proposers' proposed agreements, including proposed supplemental terms and conditions may be considered by PSU in its sole discretion.

Preparation Costs: PSU shall not be liable for any costs incurred by proposers in the preparation of proposals to this RFP, including any meetings and demonstrations that may be required or requested.

Questions and/or Requests For Clarifications/Changes: All requests for changes or clarifications regarding technical information, procedural requirements, contractual requirements or other issues must be submitted, in writing, and received no later than the date and time listed in the Schedule of Events to the name and address listed on the cover page of this RFP. Proposers must note that PSU is not allowed to consider exceptions to the specifications or terms and conditions after the deadline for which to do so has passed. If you have an exception or a concern with anything in this RFP, you must raise that issue, in writing, which must be received by the deadline date for Requests for Changes, listed in the Schedule of Events. PSU will consider all protests and requested changes and, if reasonable and appropriate, amend this RFP.

Envelopes or emails or faxes containing requests for change or protest of RFP requirements or contract provisions shall be marked as follows:

- RFP Specification (or Contract Provisions) being questioned;
- Request for Change (or Protest);
- RFP Document Number; and,
- Date Submitted.

Change or Modification Addenda(s): Any change or clarification to the specifications or the procurement process or to the terms and conditions of the contract will be issued in the form of an Addendum to this RFP and will be made available to all proposers. Only

documents issued as addenda by the PSU Office of Business Affairs, Purchasing & Contracting Office will serve to change this RFP in any way. No other direction received by the proposer, written or oral serves to change this RFP document.

Proposers are not required to return addenda with their RFP proposal. However, proposers are responsible for making themselves aware of and obtaining and incorporating any changes made in any addenda issued into their final proposal. Failure to do so may cause the proposer's proposal to be rejected.

Public Records: This RFP and one copy of each original proposal received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by PSU and shall be open to public inspection. If a proposal contains any information that is considered a trade secret by the proposer under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

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

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

Pricing information cannot be labeled a trade secret and must be open to public inspection. Proposers are requested to mark only specific pages or text in their proposal considered a "trade secret" under Public Records Law. Proposals in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

Information Submitted: Proposers are cautioned that it is the proposer's sole responsibility to submit information related to the evaluation categories, and that PSU is under no obligation to solicit such information if it is not included within the proposal. Failure by the proposer to submit such information may cause an adverse impact on the evaluation of the proposal, including rejection of the proposal as non-responsive.

Evaluation Criteria: Any contract(s) resulting from this RFP will be awarded based upon the evaluation criteria and methodology given in this RFP and in accordance with the Oregon University System, PSU, and State of Oregon administrative purchasing rules and laws.

The Evaluation Process: All proposals received by the due time and date will be reviewed by an evaluation committee. Proposals which are not received by the deadline will not be reviewed by the evaluation committee. This committee will determine the extent to which

the proposals conform to the specifications set forth herein and will be evaluated according to criteria identified in this RFP. The following process will be used:

- a. Proposals will be evaluated for completeness and compliance with the requirements of this RFP. PSU reserves the right to reject those proposals that are incomplete. PSU also reserves the right to waive what are, in PSU's judgment, minor informalities or discrepancies. Proposals considered complete will be evaluated to determine if they comply with the administrative, contractual and technical requirements of the RFP. If the proposal is unclear, proposers may be asked to provide written clarification if it is in the best interest of PSU to do so. PSU reserves the right to reject those proposals that do not meet all requirements.
- b. The selection of "finalist" proposer(s) will be determined by the evaluation committee independently scoring the proposals and then combining the scores and pricing information to determine the overall proposal score.
- c. Vendors may be invited to make a presentation in support of the proposal. Such presentations will be made to the evaluation committee. If held, the presentations will be scheduled.
- d. The findings of the evaluation team will be summarized and the summary and award recommendation(s) will be forwarded to the PSU Purchasing and Contracting Department.
- e. The PSU Purchasing & Contracting Department will review the recommendation and approve or reject the evaluation team's selection.

Investigation of References: PSU reserves the right to investigate the references and the past performance of any Proposer with respect to its successful performance of similar projects, compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, and its lawful payment of suppliers, sub-Travel Services Providers, and workers. PSU may postpone the award or execution of the contract before or after Notice of Intent to Award to complete its investigation. PSU reserves the right to reject any proposal or to reject all proposals at any time prior to PSU's execution of a contract in the event proposer's reference checks prove unsatisfactory.

Consideration of Past Performance: PSU reserves the right to consider past performance, historical information and fact, whether gained from the proposer's proposal, question and answer conference, references, or any other source in the evaluation process.

Reservation of Rights: PSU has and reserves the right to refuse to enter into a contract if PSU, based upon reasonable grounds, determines that the interests of PSU would not be served. Specifically, this right may be exercised if PSU does not believe that a given proposer can perform a contract, or for any reason set forth in Oregon Administrative Rules. PSU, at its option, may give the proposer notice, specifying the grounds for rejection, and allow the

proposer 15 calendar days to respond in writing. Following such response, PSU, in its sole discretion may reject the proposal as provided in the referenced administrative rules.

Post-Selection Review & Finalists: Unless this RFP is canceled, after PSU opens all timely-received Proposals, PSU will evaluate all proposals in accordance with the evaluation criteria set forth in this RFP. PSU may rank the proposals to determine the "finalist" proposers. Finalists will be those highest-ranked responsive, responsible proposers after evaluation of the proposals according to the evaluation and selection criteria in the RFP, and applicable statutes and administrative rules. At its sole discretion, PSU may invite finalist proposer(s) to visit PSU in person for a presentation.

PSU reserves the right to select the proposal(s) based on the evaluation criteria and scores identified in the RFP. In the event that finalist proposal(s) do vary significantly, PSU reserves the right to conduct discussions with the finalist proposer(s), to accept best and final offers from those finalist(s), and to negotiate changes.

After receiving the evaluation summary PSU Purchasing & Contracting Office will name one or more apparent successful proposer(s) and announce its Intent to Award to one or more of these proposer(s). Identification of the "apparent successful proposer" is procedural only and creates no right in the named proposer to award of the contract. All competing proposers shall be notified in writing of PSU's Intent to Award and the identity of the apparent successful proposer and shall be given seven (7) calendar days to review the RFP file and evaluation report in the PSU Purchasing & Contracting office. Any questions or concerns about, or protests of, the evaluation process must be in writing and must be delivered to and received by the PSU Purchasing & Contracting office within seven (7) calendar days after the date of the letter of Intent to Award identifying the apparent successful proposer(s).

Within a reasonable time following the end of this seven (7) day protest period, PSU will consider all protests received, if any, and:

- reject all protests and proceed with final evaluation of the apparent successful proposer(s) and, pending the satisfactory outcome of this final evaluation, enter into a contract with the apparent successful proposer or proposers;

**OR**

- sustain a meritorious protest(s) and reject the apparent successful proposer(s) as non-responsive, if such proposer(s) is unable to demonstrate that its proposal(s) complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, PSU may name a new apparent successful proposer or proposers;

**OR**

- reject all proposals and cancel the procurement;

Best and Final Offer: Pursuant to OAR 580-061-0155, PSU reserves the right to select the vendor that, in the collective opinion of the evaluation committee, offers the best overall benefit, convenience, functionality and service at the best-value cost to PSU. PSU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it's in PSU's best interest to do so.

Negotiation of Final Contract: PSU has found that limited negotiation of the proposed contract is sometimes required to effect a successful procurement because of their experience that proposers may desire to include in the final contract certain supplemental terms and conditions from the proposers' software license agreements, maintenance contracts, technical support agreements and other similar documents. Such negotiation may occur at PSU's discretion.

Negotiable Terms and Conditions: At such time as the disposition of any protests has been completed, PSU reserves the right to negotiate specific terms of the contract including, but not limited to: indemnification, confidentiality, intellectual property ownership and license provisions, and limitation of liability provisions, with the successful proposer(s) prior to contract execution. Proposers should note that any such negotiation shall be minimal, and should be expedited and completed by the anticipated Contract Execution Date listed in the Schedule of Events. Failure of the selected proposer(s) to execute a contract by the Contract Execution Date may result in cancellation of the award. This time period may be extended at the sole discretion of PSU.

Proposer Agreements and Supplemental Terms and Conditions: Proposers may submit proposed supplemental agreement terms and conditions of any form (contracts or documents) that the proposer desires to be incorporated as part of the contract. By accepting delivery of these items, PSU is not bound to accept them or incorporate them as part of an ensuing contract. While PSU will not consider proposers' supplemental terms and conditions that materially conflict with the provisions of this RFP, at PSU's sole discretion, PSU may choose to consider and negotiate the inclusion of terms and conditions contained in such proposer agreements and contracts or documents reasonably related to this RFP as supplemental to PSU's Standard Terms and Conditions contained in this RFP. If the parties do not agree on the inclusion of the supplemental terms and conditions, PSU may: 1) enter into a contract with the apparent successful proposer without incorporating the terms and conditions submitted by the proposer; or (2) the submission will be considered non-responsive and PSU may enter into a contract with another responsive proposer. Any respondent that desires to have terms and conditions negotiated must submit the terms and conditions that are to be considered for negotiation at the time of submission of the proposal. PSU will not consider any terms and conditions that are not submitted with the proposal.

## **SECTION 2: SCOPE OF WORK**

### **ALL PROPOSALS SUBMITTED MUST FOLLOW THE FORMAT AND ORDER AS SHOWN BELOW. FAILURE TO SUBMIT PROPOSALS AS SUCH MAY RESULT IN PROPOSAL REJECTION.**

This section describes **the minimum requirements** for Travel Agencies selected by PSU under an awarded Contract:

#### **Minimum Mandatory Requirements:**

2.1 **Scope of Travel Services.** We seek full-service established Travel Agencies that have Airlines Reporting Corporation (ARC) approval and with the proven experience and resources to serve the domestic and foreign travel needs of PSU in the following travel areas:

- a) **Booking Tool:** The successful Travel Services Providers will provide Portland State University with 24-hours-per-day, state-of-the-art, user-friendly, automated online reservation booking tool for both domestic and international travel. This booking tool shall be on a secure website and be password protected. The booking tool shall integrate with PSU approval system. The booking tool shall contain both a ticketing and payment authorization system that successfully interfaces with PSU's Banner software and allows for multiple Billing/Payment options which shall Include Payment by Personal Credit Card, PSU Procurement Card / Corporate Credit Card, and Payment by Invoice.

The booking tool shall provide online user support, a printable user guide, and the Travel Services Providers shall provide unlimited training on the use and functionality of this booking tool to potential PSU travelers at no additional charge.

The booking tool shall be inclusive of all forms of travel and lodging. This tool shall have fare searching capability, and shall prevent unauthorized routings from being displayed as a purchase option. The booking tool shall be able to book one-way trips, round trips, multi-segments, and also build a custom trip. The booking tool shall also book car rental and lodging rooms either with, or without a flight.

The Travel Services Providers shall schedule, book, and ticket air, rail, and ground transportation for both domestic and international travel. For air travel, the Travel Services Providers shall quote both the State of Oregon "city pair" airfares (both Y and capacity controlled class), and any other lower published fares available that meets the travelers needs. The Travel Services Providers shall provide all information concerning restricted fares to include the penalties and/or restrictions.

- b) **Transportation:** The Travel Agency will schedule, book, and ticket air, rail, and ground transportation to offer the **lowest available fares** that meet the arrival/departure times and destinations required by the PSU traveler.
- c) **Seat Assignments** - The Travel Agency will help the traveler to arrange seat assignments as part of the booking/ticketing process, to the extent allowed by the particular carrier.
- d) **Lodging** - The Travel Agency will have the ability to schedule and reserve lodging accommodations, as requested, to meet the needs of the traveler at the most economical cost to PSU.
- e) **Car Rentals** - The Travel Agency will be capable of making car rental reservations, as may be required, using rates that provide the lowest cost to PSU.
- f) **Group Travel** – PSU may require the Travel Agency to arrange group travel as for various sized groups, including athletic teams, and require that these events are obtained at the most economical cost to PSU.
- g) **Ticket Delivery** - The Travel Agency will deliver paper tickets to campus to the ordering department by messenger or mail upon request. There may be occasions when the Agency is requested to arrange emergency ticket pick-up (usually to be picked up at the point of departure, e.g., an airport) at no additional cost to PSU. The Travel Agency will also provide e-tickets upon request.
- h) **Toll Free Telephone Service** - The Travel Agency will provide a toll free 24-hour, seven-days-a-week telephone service to assist our travelers in working out last minute changes or cancellations.
- i) **Fare Monitoring** - The Travel Agency will provide a system to monitor the fares of tickets purchased or reserved by PSU on a scheduled basis. This would be used to reissue tickets where fares have decreased and to issue tickets prior to fare increases.
- j) **Billing Information** - The Travel Agency will provide us, at least monthly, information about the tickets issued (e.g., name of person, PSU department, airline, ticket number, itinerary, fares, taxes, Index number, dates, etc.) so that we can bill the cost back to ticket holder's departmental Index Code. This data should be provided electronically, or in a format approved by PSU and be available by the last business day of each month for the preceding month. The ticket data must agree with the Ghost Card charges for that billing cycle. **The ability to meet this**

**requirement must be demonstrated and tested before Contract signing.**

- k) **Consultation/Negotiation** - The Travel Agency will provide management consultation about travel topics such as the effects of deregulation, airline trends, computer technology, and all aspects of travel management and planning. In addition, the Travel Agency will assist us in attempting to negotiate discounted rates with airlines, hotels, and car rental vendors.
- l) **Training to PSU** – The Travel Agency will provide training and orientation sessions to our departments on a periodic basis. For instance, this could mean training individual PSU employees in their offices or groups of PSU staff in periodic travel-related workshops on campus. Workshop training on campus would not exceed two times per year.
- m) **Cancellations & Refunds** - The Travel Agency will allow cancellations and provide refunds for travel costs where possible.

2.2 **Quality Assurance.** The Travel Agency will have procedures to continuously monitor the quality and costs of travel services provided PSU under this RFP. These procedures will include a staff training and transaction inspection program that covers all services performed and a method for identifying and correcting deficiencies in performance. Your quality assurance program must also include a complaint resolution system that handles problems and complaints quickly and effectively.

2.3 **Facilities and Staffing.** The Travel Agency will have sufficient facilities and experienced staffing to assure prompt, reliable service to our departments. We prefer that your phone system and email system will allow direct access to a particular agent with a backup receptionist or voice mail. Staff should be fully trained in the service demands of PSU before they are assigned to provide services under this RFP.

2.4 **Comparable Professional Travel Experience.** Proposers for this RFP must show a minimum of three years of successful professional experience implementing and performing travel services comparable to those services listed in this RFP. Comparable experience includes service to corporate or governmental clients with diverse programs and travel needs: such as a university, and having in place an acceptable reporting system.

2.5 **Accreditation.** The Travel Agent must exhibit evidence from the Airlines Reporting Corporation (ARC) and the International Air Transport Association (IATA) that they represent these organizations in selling airline tickets.



- 2.6 **Hours of Operation.** As a minimum requirement, Proposers' offices should be open during normal business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, with a 24-hour hot line for after-hours emergencies, reservations and changes.
- 2.7 **Management Reports.** In addition to the Billing Information (2.1.i, above), the Travel Agency will provide PSU with monthly management reports of travel use, including reports of:
- a) Fare savings and lost savings (tickets bought at higher fares), including an explanation why lowest fare wasn't used.
  - b) Ticket sales by carrier
  - c) Destination by carrier for city-pair data
  - d) Lodging and rental car reservations
  - e) Mileage, mode, and emissions
  - f) Outstanding tickets not used

## 2.8 **FINANCIAL REQUIREMENTS**

- 2.8.1 **Cost of Proposed Travel Services.** Your Proposal must specify all costs for the proposed services. Indicate any costs for services we have listed including the fee for writing tickets. Fees for domestic tickets may be different from those for international tickets, and fees for group travel may be cheaper than for domestic tickets. Fees as proposed will remain fixed for the first year. Thereafter, costs to PSU will be negotiable on an annual basis between the parties and any changes will be authorized through an amendment to the base contract.
- 2.8.2 **Commission Sharing.** Your Proposal should indicate if you propose to share any of your commissions on tickets or reservations you sell us.
- 2.8.3 **Contract.** The successful Proposer will be expected to execute a Contract with PSU within thirty (30) days following notification of selection. The Contract will incorporate by reference the specifications of this RFP, the selected Travel Services Providers Proposals, and PSU's "Standard Contract Provisions." These are shown in Section 5.0.
- 2.9 **References:** Three (3) client references that may be contacted, preferably of comparable size to Portland State University. Please provide complete contact information for each reference, including contact name, address, phone number and email. Information obtained from contacting references shall be incorporated in the scoring for Qualifications and Experience of Firm section of the evaluation criteria in this RFP.

### **Preferred Performance Criteria**

Travel Services Provider will receive 1 point for each of the following services:

1. Price Matching
2. Jump-On Rates
3. Charter Buses
4. Cancellation Refunds Held As Credits For Future Travel
5. Student Rates Comparable to PSU Faculty/Staff Rates for Individual Educational Travel
6. Complete Information on In-Flight or On-Board Accommodations as well as Check In Procedures, Fees, Documents, Etc.
7. Hotel Telephone and FAX Numbers Upon Request
8. City and Street Maps Upon Request
9. Foreign Currency Exchange For All Destinations
10. Traveler's Checks (Foreign and Domestic)
11. Foreign Drafts
12. Worldwide Wire Money Transfers
13. Worldwide Travel Alerts
14. Foreign Country Driving Permits
15. Travel Bulletins and/or Other Publications
16. Visa, Passport (including Photos) and Tourist Cards
17. Preparation and Printing of Customized Trip Itinerary Packets Containing Tickets, Reservations and Information on Destinations Such as Custom Regulations, Airport Descriptions, Meal Options, Time Changes, Etc.
18. Personal Preference Database for Frequent Travelers
19. Location of Foreign Embassies
20. Emergency Procedures for Travelers in Foreign/Domestic Locations in Cases of Catastrophic Events and/or Personal Injury
21. Group Rates for Faculty and Students to Travel Together Internationally
22. Trailing Spouse/Family Rates With Same Booking Options as PSU But Paid Through Personal Credit Card
23. Lost Ticket Service
24. Baggage Insurance Claims Processing With Carriers
25. Travelers Advice on Necessary Health Documents (Including Information on Required Inoculations and Vaccines)

**TOTAL POINTS POSSIBLE: 25**

### **SECTION 3: EVALUATION CRITERIA**

Proposals submitted in response to this RFP will be evaluated in accordance with the following criteria. Responses should be of sufficient length and detail to demonstrate that the proposer has a thorough understanding of the PSU environment and why the proposer feels it best meets PSU needs.

**PSU, in its sole discretion, may determine that a proposal is non-responsive if the minimum mandatory requirements are not provided in the response to this RFP.**

#### Travel Services Proposal: (100 POINTS)

Provide a concise but complete explanation of how your firm will excel with the Booking Tool, Airline Tickets, Seating, Itineraries, Group Travel, Travel Preferences, and the Performance Criteria (i.e. each bullet point topic). Be candid. If your firm cannot provide a service, explain why, or explain how closely the topic could be performed by your firm. Explain in detail the Banner interface functionality.

#### Proposal Pricing: (20 POINTS)

Provide a price proposal which includes the total and complete cost for each of the topics itemized in the Travel Services Proposal. The lowest responsive Price Proposal shall receive the full point value for this section; other proposals will receive points in inverse proportion to the lowest bid.

#### Qualifications and Experience of Firm: (20 POINTS)

Although you have addressed each topic listed in the Travel Services Proposal, explain your firm's overall travel services qualifications and experience. What will make your firm excel at Portland State University? Include explanations of sustainability initiatives, and what characteristics make your organization superior to the competition when providing customer service.

#### Facilities and Staffing: (20 POINTS)

The Travel Services Providers will have sufficient facilities and experienced staffing to assure prompt, reliable service to PSU departments. Phone systems and email systems will allow direct access to a particular agent with a backup receptionist or voice mail. Staff should be fully trained in the service demands of PSU before they are assigned to provide services under this RFP. Provide information about a staffing plan to address the needs of PSU.

#### Oral Presentation and Interview: (20 POINTS)

PSU, at its sole discretion, may request an oral presentation and interview.

#### Preferred Performance Criteria: (25 POINTS POSSIBLE)

#### Total Points Possible: (205 POINTS POSSIBLE)

## **SECTION 4: PROPOSER CERTIFICATION**

**EACH PROPOSER MUST READ AND COMPLY WITH THE FOLLOWING SECTIONS. FAILURE TO DO SO MAY RESULT IN PROPOSAL REJECTION.**

### **SUBSECTION I: CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

As required by ORS 305.385(6), I, the undersigned duly authorized representative of the proposer, hereby certify under penalty of perjury that the proposer is not, to the best of my knowledge, in violation of any of the tax laws described in ORS 305.380(4).

### **SUBSECTION II: FINANCIAL RESPONSIBILITY**

PSU reserves the right to investigate and evaluate, at any time prior to award and execution of the contract, the apparent successful proposer's financial responsibility to perform the contract. Submission of a signed proposal shall constitute approval for PSU to obtain any credit report information PSU deems necessary to conduct the evaluation. PSU shall notify the apparent successful proposer(s), in writing, of any other documentation required, which may include, but need not be limited to, recent profit-and-loss history; current balance statements; assets-to-liabilities ratio, including number and amount of secured versus unsecured creditor claims; availability of short and long-term financing; bonding capacity and credit information, etc. Failure to promptly provide this information may result in proposal rejection.

PSU may postpone the award or execution of the contract after announcement of the apparent successful Proposer(s) in order to complete its investigation and evaluation. Failure of an apparent successful proposer to demonstrate financial responsibility, as required under OAR 580-040-0275 shall render the proposer non-responsible and shall constitute grounds for proposal rejection, as required under OAR 580-040-0275.

The undersigned agrees and certifies that he/she:

1. Has read and understands all bid (proposal) instructions, specifications, and terms and conditions contained herein (including any attachments listed in this document);
2. Is an authorized representative of the proposer, that the information provided in this proposal is true and accurate, and that providing incorrect or incomplete information may be cause for proposal rejection or contract termination;
3. Is bound by and will comply with all requirements, specifications, and terms and conditions contained herein;
4. Will furnish the designated item (s) and/or service(s) in accordance with the RFP, proposal and the agreement; and
5. Proposer will provide/furnish federal tax ID, federal employee identification number or social security number with proposal submission.

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### **SUBSECTION III: SIGNATURE BLOCK**

Signature of Proposer's duly authorized representative for (Contractor)

\_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax ID / Federal Employer Identification Number (FEIN): \_\_\_\_\_

An authorized representative of the Proposer must sign this Proposal as well as initial any alterations or erasures in ink.

## **SECTION 5: PSU STANDARD CONTRACT TERMS & CONDITIONS**

*(The following terms and conditions will govern the agreement entered into by Travel Services Providers and PSU, resulting from this RFP.)*

### **1. DEFINITIONS:**

“Agreement” or “Contract” means the entire written agreement between the parties, including but not limited to any Work Order and any subsequent change notices.

“Travel Services Providers” means a person or organization with whom PSU has contracted for the purchase of goods or services. The terms “Travel Services Providers” and “Seller” as used in the Uniform Commercial Code (ORS Chapter 72) are synonymous. “ORS” means Oregon Revised Statutes. “PSU” means the State of Oregon acting by and through the State Board of Higher Education acting by and through Portland State University and is synonymous with “Buyer” as used in ORS Chapter 72.

### **2. ACCESS TO RECORDS:**

Travel Services Providers shall maintain all records pertinent to this agreement in such a manner as to clearly document Travel Services Providers’ performance. Travel Services Providers acknowledges and agrees that PSU, the Oregon Secretary of State’s Office, federal government, and their duly authorized representatives shall have access to such fiscal records and other books, documents, paper, plans and writings of Travel Services Providers that are pertinent to this Agreement to perform examination and audits and make excerpts and transcripts. Travel Services Providers shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this agreement, or until the conclusion of any audit, controversy or litigation arising out of or relating to this agreement, whichever date is later.

### **3. AMENDMENTS:**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without the prior written approval of PSU.

### **4. APPROVALS:**

No work shall commence under this agreement until the agreement has been approved and signed by all parties.

### **5. ASSIGNMENT/SUBCONTRACT:**

Travel Services Providers shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this agreement, in whole or in part, without the prior written approval of PSU. No such written approval shall relieve Travel Services Providers of any obligations of this agreement, and any transferee or subTravel Services Providers shall be considered the agent of Travel Services Providers. Travel Services Providers shall remain liable as between the original parties to the agreement as if no such assignment had occurred.

**6. BREACH OF AGREEMENT:**

If Travel Services Providers breaches any of the provisions of this agreement, PSU reserves the right to cancel this agreement effective immediately upon written notice to Travel Services Providers. Travel Services Providers shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Travel Services Providers' breach of agreement. PSU shall also have any and all remedies provided under the Uniform Commercial Code (ORS chapter 72) in the event of breach of agreement by Travel Services Providers.

**7. CAPTIONS:**

The captions or headings in this agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this agreement.

**8. CASH DISCOUNT:**

If PSU is entitled to a cash discount, the period of computation shall commence on the date the entire order is delivered or the date the invoice is received, whichever is later.

**9. COMPLIANCE WITH APPLICABLE LAW:**

Travel Services Providers shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the goods to be purchased and the work to be done under this Agreement. Travel Services Providers shall comply with the Americans with Disabilities Act of 1990 (Public Law No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to the laws. Failure to comply with such requirements shall constitute a breach of Agreement and shall be grounds for agreement cancellation. Damages or costs resulting from noncompliance shall be the sole responsibility of Travel Services Providers.

**10. CONFIDENTIAL INFORMATION:**

Travel Services Providers acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this contract, be exposed to or acquire information that is confidential to PSU or the State of Oregon. Any and all information of any form obtained by Travel Services Providers or its employees or agents in the performance of this contract shall be deemed confidential information of PSU ("Confidential Information"). Travel Services Providers agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Travel Services Providers uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than in the performance of the contract, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Travel Services Providers agrees that Travel Services Providers will not at any time during or after the term of this contract disclose, directly or indirectly, any Confidential Information to any

person, and that upon termination of this contract, or at PSU's request, Travel Services Providers will turn over to PSU all documents, papers and other material in Travel Services Providers' possession which contain Confidential Information.

**11. CONFLICT OF INTEREST:**

Travel Services Providers covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Travel Services Providers further covenants that in the performance of this agreement no person having any such interest shall be employed by Travel Services Providers.

**12. CONSIDERATION:**

The consideration paid in this agreement represents the total amount of remuneration for goods and services.

**13. DEFAULT:**

PSU by written notice of default (including breach of agreement) to Travel Services Providers may terminate the whole or any part of this Agreement: (a) If Travel Services Providers institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or (b) If Travel Services Providers no longer holds a license or certificate that is required for Travel Services Providers to perform services under the contract, and Travel Services Providers has not obtained such license or certificate within ten (10) business days after delivery of PSU's notice; or (c) If Travel Services Providers fails to provide services or materials called for by this agreement within the time specified herein or any extension thereof; or (d) If Travel Services Providers fails to perform any of the other provisions of this Agreement or fails to pursue the work so as to endanger performance of this Agreement in accordance with its term and, after receipt of written notice from PSU, fails to correct such failures within 10 days or such longer period as PSU may authorize. The rights and remedies of PSU provided in the above clause related to defaults (including breach of agreement) by Travel Services Providers shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement. Travel Services Providers shall be liable for any and all damages, including incidental and consequential damages, suffered by PSU as the result of Travel Services Providers' breach of agreement. In the event of repeated breach of public and/or private contracts, Travel Services Providers shall be subject to possible disqualification as a bidder on future PSU contracts.

**14. DELIVERY:**

All deliveries shall be F.O.B. destinations with all transportation and handling charges being paid by Travel Services Providers. Responsibility and liability for loss or damage shall remain with Travel Services Providers until final inspection and acceptance, when responsibility shall pass to PSU except as to latent defects, fraud and Travel Services Providers' warranty obligations.

**15. ECONOMIC OPPORTUNITIES:**

Travel Services Providers shall, when applicable, have made good faith efforts to subcontract or establish joint ventures with or obtain materials to be used in performing the agreement from minority, women, or emerging small business enterprises.

**16. FORCE MAJEURE:**

Neither party to this agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. PSU may terminate this Agreement upon written notice after determining such delay or default will reasonably prevent successful performance of the agreement. Travel Services Providers shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under this agreement.

**17. FOREIGN TRAVEL SERVICES PROVIDERS:**

If Travel Services Providers is not domiciled in or registered to do business in the State of Oregon, Travel Services Providers shall promptly provide to the Oregon Department of Revenue and the Oregon Secretary of State Corporation Division all information required relative to this agreement. Travel Services Providers shall demonstrate its legal capacity to perform under this agreement in the State of Oregon prior to entering into this agreement.

**18. GOVERNING LAW:**

This agreement shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "claim") between PSU and Travel Services Providers that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Multnomah County for the State of Oregon; provided, however, if a claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. TRAVEL SERVICES PROVIDERS, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**19. INDEMNIFICATION:**

Travel Services Providers shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Agreement, or from any act, omission, or neglect of Travel Services Providers, its sub-contracted Travel Services Providers, or employees. Travel Services Providers shall save, defend (at PSU's request and with legal counsel acceptable to PSU), indemnify, and hold harmless the Oregon University System, the State Board of Higher Education, PSU, and their departments, subdivisions, officers, employees and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from or arising out of, or relating to the activities or omissions of Travel Services Providers or its officers,



employees, sub-contracted Travel Services Providers, or agents acting under this agreement.

**20. HOURS OF WORK:**

The Travel Services Providers shall comply with the Oregon Bureau of Labor and Industries rules pertaining to hours of work.

**21. INDEPENDENT TRAVEL SERVICES PROVIDERS:**

The services to be rendered under this agreement are those of an independent Travel Services Providers. Travel Services Providers is not to be considered an agent or employee of PSU for any purpose and neither Travel Services Providers nor any of Travel Services Providers' agents or employees is entitled to any of the benefits that PSU provides for its employees. Travel Services Providers will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this agreement. This agreement is not intended and nothing contained herein shall be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between PSU and Travel Services Providers, but is rather an agreement between independent parties, these being PSU and the Travel Services Providers.

**22. INSURANCE:**

Travel Services Providers shall secure at its own expense and keep in effect during the term of this agreement either comprehensive general liability insurance with broad form CGL endorsement or commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and auto liability insurance with a minimum limit of \$1,000,000 per occurrence. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The Oregon State Board of Higher Education acting by and through Portland State University, and their officers and employees, shall be included as additional insured's in said insurance policy(ies). If any of the liability insurance is arranged on a "claims made" basis, tail coverage will be required at the completion of this agreement for duration of twenty-four (24) months.

**23. INSURANCE CERTIFICATION:**

Before Travel Services Providers commences work under this agreement, Travel Services Providers must furnish to the designated PSU Contracts Officer certificate(s) of insurance as evidence of the insurance coverage required by this Agreement, including workers' compensation. The certificate(s) shall provide that the insurance company will give a 30-day written notice to PSU's Contracts Officer before the insurance is canceled or materially changed.

**24. OWNERSHIP OF WORK PRODUCT:**

All work product of Travel Services Providers that results from this Contract ("Work Product") is the exclusive property of PSU. PSU and Travel Services Providers intend that such Work Product be deemed "work made for hire" of which institution shall be deemed the author. If for any reason the work product is not deemed "work made for

hire”, Travel Services Providers hereby irrevocably assigns to University all its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Travel Services Providers shall execute such further documents and instruments as PSU may reasonably request in order to fully vest such rights in PSU. Travel Services Providers forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**25. NO THIRD PARTY BENEFICIARIES:**

PSU and Travel Services Providers are the only parties to this agreement and are the only parties entitled to enforce its terms. Nothing in this agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of the agreement.

**26. NONDISCRIMINATION:**

Travel Services Providers shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**27. NOTICES AND REPRESENTATIVES:**

All notices, certificates, or other communications rendered shall be sufficiently given when delivered or mailed postage prepaid to the representatives of the parties at their designated places of business as follows: a) to PSU at its Purchasing and Contracting Office, as set forth on Page 1 of the solicitation document, and b) to Travel Services Providers as set forth on the Bid or Proposal Statement. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when satisfactory receipt of the transmission is generated by the transmitting machine. To be effective against PSU, such facsimile transmission must be confirmed by telephone notice to PSU’s contracting representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**28. PAYMENT:**

Payment for completion of PSU contracts are normally made within 30 days following the date the entire order is delivered or the date the accurate and complete invoice is received, whichever is later. After 45 days, Travel Services Providers may assess overdue account charges up to two-thirds of one percent per month (8% per annum) on the outstanding balance per (ORS 293.462).

**29. PAYMENTS REQUIRED:**

For all goods and services provided under this agreement, Travel Services Providers shall: (a) pay promptly, as due, all persons supplying labor or material; (b) pay all

contributions or amounts due the industrial accident insurance provider from the Travel Services Providers or any sub-contracted Travel Services Providers; (c) not permit any lien or claim to be filed or prosecuted against PSU therefore; and (d) pay to the Oregon Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

**30. PSU PAYMENT OF TRAVEL SERVICES PROVIDERS CLAIMS:**

If Travel Services Providers fails, neglects, or refuses to pay promptly, as due, any claim for labor or services furnished to the Travel Services Providers or any sub-contracted Travel Services Providers by any person in connection with the goods, or services if applicable, provided under this agreement, PSU may pay such claim and charge the amount of the payment against funds due or to become due the Travel Services Providers under this agreement. The payment of a claim by PSU pursuant to this paragraph shall not relieve the Travel Services Providers or its surety, if any, from obligation with respect to any unpaid claims. Travel Services Providers shall promptly pay any person or entity that furnishes medical care to Travel Services Providers' employees those sums which Travel Services Providers agreed to pay for such services and all money Travel Services Providers collected or deducted from employee's wages to provide such services.

**31. RECYCLED PRODUCTS:**

Travel Services Providers shall use recyclable products to the maximum extent economically feasible in the performance of this agreement work set forth in this document.

**32. RETIREMENT SYSTEM STATUS:**

Travel Services Providers is not a contributing member of the Oregon Public Employees' Retirement System and will be responsible for any federal or state taxes applicable to payment under this contract. Travel Services Providers will not be eligible for any benefits from these contract payments of federal Social Security, employment insurance, workers' compensation or the Public Employees' Retirement System, except as a self-employed individual.

**33. SAFETY AND HEALTH REQUIREMENTS:**

Equipment and services supplied 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 Workers' Compensation Department.

**34. SEVERABILITY:**

If any provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

**35. SUCCESSORS IN INTEREST:**

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**36. TAX COMPLIANCE CERTIFICATION:**

Travel Services Providers hereby affirms, under penalty of perjury, as provided in ORS 305.385(6), that to the best of the Travel Services Providers' knowledge the Travel Services Providers is not in violation of any of the tax laws described in ORS 305.380(4).

**37. TAXES – FEDERAL, STATE & LOCAL:**

PSU will not be responsible for any taxes coming due as a result of this contract, whether federal, state, or local. It is agreed that the Travel Services Providers has anticipated these taxes and included them in the proposal.

**38. TERMINATION:**

a. This agreement may be terminated for convenience at any time by mutual consent of both parties, or by either party upon thirty (30) days notice in writing and delivered by certified mail or in person to the other party.

b. PSU may also terminate this agreement effective upon delivery of written notice to Travel Services Providers or at such later date as may be established by PSU under any of the following conditions:

- i) if federal or state regulations or guidelines are modified or changed in such a way that the materials or services are no longer allowable or appropriate for purchase under this agreement; or,
- ii) if PSU fails to receive funding, appropriations, limitations, allotments, or other expenditure authority as contemplated by the PSU budget or spending plan and PSU determines, in its assessment and ranking of the policy objectives explicit or implicit in the PSU budget or spending plan, that it is necessary to terminate this Agreement.

c. The rights and remedies of PSU provided in the above clause are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**39. TIME IS OF THE ESSENCE:**

Travel Services Providers agrees that time is of the essence under this agreement.

**40. WORKERS' COMPENSATION:**

Travel Services Providers, its sub-contracted Travel Services Providers, if any, and all employers providing work, labor or materials under this agreement are subject employers under the Oregon Workers' Compensation Law, and shall comply with ORS 656.017 which requires Travel Services Providers to provide workers'

compensation coverage that satisfies Oregon law for all their subject workers, or shall comply with the exemption set out in ORS 656.126.

**41. MERGER:**

This agreement and attached exhibits and appendices, the RFP, any RFP amendments and Travel Services Providers' proposal constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.

**42. WAIVER:**

No waiver, consent, modification or change or terms of this agreement shall bind either party unless in writing and signed by both parties and all necessary PSU approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of PSU to enforce any provision of this agreement shall not constitute a waiver by PSU of that or any other provision.

**43. WARRANTIES:**

Unless otherwise stated, all goods shall be new and current model and shall carry full manufacturer warranties. Travel Services Providers warrants all goods delivered to be free from defects in labor, material and manufacture and to be in compliance with solicitation specifications. All implied or expressed warranty provisions of the Uniform Commercial Code (ORS chapter 72) are incorporated in this Contract. All warranties shall run to PSU.

END OF REQUEST FOR PROPOSALS

**EXHIBIT A**

**PSU's Travel History**

FY 2011 - Volume of travel tickets, expenditure and other data	Quantity
Airline tickets issued on campus.	Imperial: 317 Azumano: 802 Uniglobe: 3,561 <b>Total Tickets: 4,680</b>
Airline tickets issued away from campus.	Too difficult to tell given no electronic processing of travel and no separate account code for airline costs
Fares billed.	Imperial: \$129,972.99 Azumano: \$351,443.00 Uniglobe: \$1,521,774.90 <b>Total Spend: \$2,003,190.89</b>
Total expenses related to travel, including fares, per diems, terminal expenses, repatriation, transportation rental, excess luggage, field travel, passport renewals, and others.	\$7,205,374.47
International travel.	Imperial: 6.3% Azumano: 25% Uniglobe: 9.1%
Domestic travel.	Imperial: 93.7% Azumano: 75% Uniglobe: 93.1%
International round trip travel from Portland, Oregon	Imperial: 4.7% Azumano: Uniglobe:5.3%
Most used airlines.	Imperial: American Airlines Azumano: Alaska Airlines Uniglobe: Alaska Airlines
Most frequent travel destinations.	Imperial: Seattle, WA and Miami, FL Azumano: USA and Canada Uniglobe: Salt Lake City,

	UT and Phoenix, AZ
Economy class trips.	Imperial: 100% Azumano: 100% Uniglobe: 99%
Complex international itineraries. (2+ destinations)	Imperial: 19% Azumano: 3.5% Uniglobe: 6.5%
First and business class trips.	Imperial: 0% First Class Azumano: 0% First Class Uniglobe: 1% First Class
PSU Officials using first/business class	Imperial: 0% Azumano: 0% Uniglobe: 1%
PSU Directors using coach or economy class	Imperial: 100% Azumano: 100% Uniglobe: 100%
PSU employees, students, and all other persons affiliated with PSU using coach or economy class	Imperial: 100% Azumano: 100% Uniglobe: 100%
Number of frequent travelers. (Traveling more than 3 times a year)	Imperial: 20 Azumano: 8 Uniglobe: 314 <b>Total Number of Frequent Travelers: 342</b>
Percentage of per diem amounts used in lodging.	Cannot get at this time as travel is not electronic and no separate account code for lodging
Approximate potential number of room nights reserved through travel agency.	Imperial: 0 Azumano: 9 Uniglobe: