

WSCA LODGING TERMS AND CONDITIONS FOR QUALIFIED PROPERTIES

“Brand” means the trademark or distinctive name identifying Lodging Provider's Properties.

“Contact Person” means the individual appointed by Participant to administer this agreement on behalf of the Participant. For purposes of the Authorized Lodging Providers List, the Contact Person is SPC under this RFQ.

“DAS SPO” means the Oregon Department of Administrative Services, State Procurement Office.

“GSA” mean General Services Administration of the United States Federal Government.

“GSA Per-Diem” means the domestic GSA lodging per diem rate in effect at the location and on the date of the room occupancy as published on the Internet at www.gsa.gov/perdiem, as FTR Bulletins.

“Lead State” means the state that conducted this cooperative solicitation and that will centrally administer this resulting WSCA Lodging Program.. Oregon is the Lead State for this WSCA Lodging Program. Lead State also means “Administrator” as defined in OAR **125-246-0400(3)(a)**.

“Lodging Provider” means a person, organization or governmental entity that submits a response to this RFQ. (Property/Brand Representative) “Authorized Lodging Provider” means a Lodging Provider whose Submittal meets the requirements of this RFQ, has received an Authorization Letter, and who is willing to provide Services to Participants and Participant Travelers pursuant to the provisions in this RFQ.

“ORCPP” means the Oregon Cooperative Purchasing Program, whose members include but are not limited to: State Agencies not subject to DAS SPO purchasing authority, cities, counties, school districts, special districts, Qualified Rehabilitation Facilities (QRFs), residential programs under contract with the Oregon Department of Human Services, United States governmental agencies, and American Indian tribes or agencies.

“ORPIN” means the Oregon Procurement Information Network.

“Participant” means a governmental body that is authorized to procure Services from Lodging Provider pursuant to this RFQ. Participant includes State, State Agencies, ORCPP members, and Participating States and Political Subdivisions of Participating States properly authorized by a Participating State to acquire Services described in this RFQ from an Authorized Lodging Provider.

“Participating State” means a WSCA member state located outside the State of Oregon that has indicated its intent to participate in this RFQ, or another state authorized by WSCA to purchase under the provisions of this RFQ.

“Property” means commercial lodging facility offering overnight accommodations by the room, and related Services.

“RFQ” means this Request for Qualification.

“Services” means the providing of overnight lodging by room for transient and extended stay and related innkeeper services as set forth in this RFQ.

“State” means the State of Oregon.

“State Agency” means each agency, department, commission, bureau or other subdivision of the State government of Oregon whose costs are paid, in whole or in part from funds held in the State Treasury. “State Agency” does not include local governments or other political subdivisions of the State of Oregon.

“State Chief Procurement Official” means the primary individual designated and authorized by law or administrative rule to administer the authority of the state government for procurement of goods and services.

“Submittal” means Lodging Providers response to this RFQ, including the Submittal Cover Sheet, Attachment E, and any other documents or information Lodging Provider delivers in response to the RFQ.

“Traveler” or “Participant Traveler” means the person authorized by Participant to purchase Services under this WSCA Lodging Program..

“WSCA” means the Western States Contracting Alliance, a cooperative group contracting consortium for State government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

“WSCA Authorization” means the authorization from the DAS State Procurement Office authorizing the Lodging Provider to provide services per the terms and conditions of this Request for Qualifications and its Submittal.

“WSCA Lodging Program” means the program described in this RFQ where WSCA maintains a list of authorized Lodging Providers based upon the requirement of this Request for Qualification, the Submittal submitted by the Lodging Provider and the WSCA Lodging Authorization.

General Information:

An Evaluation Committee comprised of WSCA representatives will review all Submittals to ensure each Property meets the requirements of this RFQ. WSCA plans to use the best rates and amenities as an incentive to direct Participant Travelers to selected Lodging Providers. Lodging Providers are not limited to specific Brands and are encouraged to submit a family of Brands in each of their Submittals. Lodging Providers with more advantageous submittals will be placed higher on the list of Authorized Lodging Providers.

The following will also be considered:

Greening Programs: It is desired that Properties have other greening initiatives or carbon offset programs in place. It is further desired that the Participants may choose to enroll in these programs at no additional cost. State may consider offering applicable Properties being “showcased” as Environmentally Preferable.

AAA Diamond Rating: It is desired that properties in the brand are nationally ranked for customer satisfaction by AAA. Please indicate the properties that are 1 diamond, 2 diamond, 3 diamond, 4 diamond and 5 diamond ranked.

Last Room Availability: It is desired that Properties offer last room availability. Lodging Providers shall list the number of locations and locations that will offer last room availability at the rates offered in this RFQ.

Blackout Dates: It is desired that Properties do not black out certain dates of the year. Lodging Providers shall list the number of locations and locations that will offer no blackout dates under this RFQ.

Historic Property, Historic Downtown designation: Lodging Providers are to check yes on the Attachment E if any of their Properties are an historic property, located in an historic downtown or both, as appropriate. Historic properties are limited to properties listed on the National Register of Historic Places, or on a state or local historic register. Historic downtowns are limited to downtowns listed on the National Register of Historic Places, or on a state or local historic register, or it's a recognized Main Street downtown as identified by a local Historic Landmark Commission, city planner or State Historic Preservation Office. If the property does not meet the criteria defined in this section for historic designation, then the Lodging Provider should check no on Attachment E related to that property.

ATTACHMENT B: Lodging and Services Qualification Requirements:

All Properties offered by a Lodging Provider must provide services according to this Attachment B. Lodging Providers shall not list Properties in its Submittal unless the Property meets and agrees to the following:

1. States Use of GSA Rates. The focus of this Request for Qualifications is to address the needs of Participant Travelers on official government business. Most of the states in the United States use the General Services Administration (GSA) federal per-diem rates as the benchmark to reimburse its employees for overnight lodging while on travel status. The GSA Per-Diem is generally a cap. It is required that the list of authorized Lodging Providers whose Properties (Brand specific or family of Brands) offer GSA Per-Diem or more preferably, Properties will offer variable rates throughout the year provided that the rates do not exceed the GSA per-diem rate or the discounted rate for that Location.

2. Rate Composition. Property shall offer non-commissionable room rates at or below current GSA Per-Diem rates. State and local room taxes are not included in the WSCA Lodging Program rates.

3. Reservations. Property shall accept reservations and attempt to meet 100% percent of Participants' or Participant Travelers' reservations when reservations are made at least 24 hours in advance. Reservations may be made by Participant or Participant Traveler or by Participant's contracted travel agencies. Reservations made with a credit card shall guarantee room availability for the first night including automatic, no-added -cost substitution. Reserved rooms will be held until 7:00 a.m. the following morning prior to release. The credit card used to make the reservation may be charged for the one night, Whenever possible, the Participant or Participant Traveler will advise the Property a minimum of four (4) hours in advance of normal check in time of any change of travel plans necessitating room reservation cancellation. Property shall not charge a cancellation fee if a reservation is canceled by 4:00 p.m. the day of check in. Participant Travelers and Participants will cancel reservations in the same manner they were made when possible. Property shall honor confirmed reservations or will provide for stay at another comparable hotel in area if they are unable to honor the confirmed reservation. The terms and conditions take precedence over and supersede all other conflicting terms and conditions, express or implied that are included in the reservation confirmation and terms and conditions of use of any internet reservation system.

4.A Reservation Systems/Options. Lodging Provider shall maintain an internet reservation system where Participants and Participant Travelers can access the net rates under this WSCA Lodging Program on its website (rate applied to applicable GSA Per Diem rate). Lodging Provider shall make available its rates under this WSCA Lodging Program on all major Global Distribution Systems (GDS). Lodging Provider shall have the ability to accept lodging reservations through Global Distribution System (GDS) at non-commissionable rates and also via online booking tools such as ResX, Travel Port, etc.

4.B Lodging Provider shall maintain a toll free 24 hour per day reservation phone number where Lodging Provider's agents have access to the rates under this WSCA Lodging Program. Lodging Provider shall also accept reservations at Properties via walk-in or local telephone number. Personnel at all Lodging Provider Properties must have access to the rates and terms and conditions contained in this WSCA Lodging Program.

5. WSCA Rate Codes. One WSCA Rate Code will be established for all of the Participating States. Lodging Provider shall load the rate into the GDS using the established rate code per the instructions established by the WSCA Contract Administrator. The rate code shall also be provided to Participants' travel management contractors for loading in their booking tools. The approved rates outlined in the Submittal will be loaded under the special WSCA Rate Codes. The Lodging Provider shall attach the terms and conditions and discounts offered for each Property under the Submittal to the special WSCA Rate Code. Personnel at Property must be knowledgeable with the rates, terms and conditions of the WSCA Lodging Program contained under the WSCA Rate Code.

6. Web Reservations. Lodging Provider must have a dedicated web link for Participant or Participant Traveler to access room availability and make reservations over the internet. Lodging Provider shall create a WSCA Corporate ID number that attaches the WSCA Rate Code for web reservations on the Lodging Providers website under the Lodging Provider's website.

7. Property Updates. Lodging Provider shall be responsible for maintaining the list of Properties that will offer the rates under the WSCA Rate Code established in this RFQ and as included in the Authorized List. Lodging provider may submit an updated list of Properties with additions, subtractions or changes to Properties not more than once a month to the point of contact identified in this RFQ. Submitted updates shall be on an excel spreadsheet in the

formats prescribed in Attachment E Revised by Addendum 7.

8. Non-Smoking Rooms. Property shall offer non-smoking rooms.

9. Room Availability. If Property offers last room availability, it must continue to offer last room availability until the lodging list is updated by the Lodging Provider on the semi-annual basis. If Property offers no blackout dates, it must continue to offer no blackout dates until the lodging list is updated by the Lodging Provider on the semi-annual basis. No more than ten date ranges and a total 50 black out days are allowed per calendar year, per location. A standard room is a single room with attached bathroom and either one king-sized or two queen-sized beds. Property must meet or exceed the requirements of a standard room.

10. ADA Compliance. Property must be ADA compliant with at least one room meeting ADA specifications. Property must provide a list of ADA accessibility features.

11. National or Regional Brand. Must be an established regional or national commercial lodging Brand with Properties (owned and franchised). In Attachments E Lodging Providers shall provide a list of each of their Properties that will participate as part of the Authorized List.

If a Lodging Provider is a regional Brand, it must be an established Brand in one or more of the six (6) regions shown in Attachment C. To be considered a regional Brand, Lodging Provider must have properties located in two (2) or more states of a region with the exception of Alaska and Hawaii regions.

Lodging Providers that have locations in at least all states of the 48 contiguous states are considered a national Brand.

12. Licenses. Must have all required licenses, bonding, facilities, equipment, vehicles, and trained personnel necessary to perform the requirements specified in this RFQ.

13. Minimum Age Restriction. Property must provide rooms to any Participant Traveler who possesses a valid state ID (employee badge or business card) and is at least 18 years of age (unless further restricted by state law) and has a form of payment allowed under this RFQ. No additional prequalification is required either via oral or written inquiry and Lodging Provider shall add no minimum age surcharge to WSCA Rates.

14. FEMA Compliance. All Properties must comply with the Federal Emergency Management Agency (FEMA) U.S. Fire Administration (USFA) Fire-Safe Hotel List.

15. Prohibited Fees and Taxes. Property shall not charge Participant Travelers the following fees:

- A. Change / Cancellation Fee if change or cancellation is received prior to 4:00 PM the day of check-in.
- B. Booking, Deposit or Reservation Fee
- C. Short notice reservation fee.
- D. Early Departure Fee
- E. Flat City Tax (State and local room taxes exempt from this tax)
- F. Parking fee when staying with no vehicle.
- G. Resort fees
- H. Energy fees

16. National Contact Representative. Lodging Provider's single point of contact that represents all of the locations under the Brand umbrella (i.e. national sales manager or representative) shall be indicated on Attachment E.

17. Guest Relations Representative. Lodging Provider shall also list a Guest Relations Representative who is responsible for dealing with customer service issues in relation to the requirements of this RFQ. Travelers will be instructed to send in a form (Attachment H) to the person listed below with any concerns related to the Travelers stay at the property. The Guest Relations Representative will respond back to the Travelers concerns within seven (7) calendar days with a response. The Guest Relations Representative shall be indicated on Attachment E.

18. Investigative Assistance. The Lodging Provider or Property shall assist any investigative unit of Participant concerning alleged wrongdoing or suspected fraud or abuse by any Participant Travelers or those entities doing business with the Lodging Provider. Reciprocal assistance from the Participant with regard to investigations shall be provided to the Lodging Provider.

19. Major Credit Cards. Property shall accept all major credit cards. Property shall not assess any additional fees or charges to Participant Travelers or Participants when accepting these cards for payment. Except as otherwise authorized by Participant Traveler, Property shall only post charges on the cards at the conclusion of the occupancy period. Property shall not pre-charge cards with estimated room charges or first night room charges. If authorized by Participant when Participant makes a room reservation, Property may post charges on a card for pre-paid room and tax for the entire stay. Property shall post a credit on a card for pre-paid rooms not used if the reservation is timely canceled.

20. CENTRALIZED CONSOLIDATED MONTHLY BILLING WHERE ESTABLISHED BY LOCAL PROPERTY.

20.1 Accounts. Property may establish a procedure by which Participant may open an account for the purpose of direct billing for Services purchased. Property shall keep any billing account opened separate from any other account maintained by Lodging Provider for the Participant. Property agrees to look only to the Participant for payment of account charges.

20.2 Invoices. For Participants with direct billing, Property shall provide invoices to each billing address indicated by the Participant during the account set up process. Property shall invoice not more frequently than monthly. Property shall invoice Participant for Services within 5 days of month end. The invoice shall include all transactions and adjustments completed during the billing cycle. Invoices shall contain at a minimum the following transaction information:

Participants Name
Travelers Name
Name and location of Property
Date of Check in
Date of Checkout
Daily room rate and tax
Total room rate and tax

Property shall provide electronic invoicing at the Participant's request. Electronic invoices will be considered received at the time the Participant retrieves their invoice or a Participant's computer invokes a preset transmittal request (auto/dial feature) in its electronic mailbox or 24-hours after the Property submits the invoice to the electronic mailbox, which ever is earlier.

20.3 Changes to Account. Property shall send a written request to the Participant's Contract Administrator regarding any proposed changes to the Participant's account. Participant shall reply in writing approving or rejecting the account modification.

20.4 Payment Options. Participants with direct billing shall have the option of payment by check, warrant, or Electronic Funds Transfer (EFT). Participant shall submit payments to the Property at the address shown on the invoice.

20.5 Overdue Account Charges. Property shall not charge Participants any annual fees, transaction fees, processing fees, report fees or any other fees for the administration of the direct billing account. Payment is due by Participant no later than 45 days from date of invoice. Payment will not be considered late if a check or warrant is post marked within that time. At Property's option, it may assess overdue account charges, in accordance with the provisions of Participant's Statutes or Rules pertaining prompt payment provisions or interest accrual rates. For Properties located in Oregon, ORS 293.462(3), limits charges up to a maximum rate of two-thirds of one percent per month (8% per annum) in accordance with the provision of ORS 293.462(4).

20.6 EFT Transaction Procedures. Lodging Provider and Participant shall establish procedures for EFT transactions at the time of account setup for each Participant. In order to take advantage of any prompt payment incentives, Participants shall be encouraged to receive invoices electronically and make payments via EFT. In the event the Property, during the WSCA Lodging Program term, elects to designate a different financial institution for the receipt of any payment made using EFT procedures, notification of such change and required information specified above must be received by DAS SPO and each Participant's Contract Administrator at a minimum of thirty (30) days prior to the effective date of change. Property's failure to provide accurate information in a timely manner may delay payment of amounts otherwise properly due.

20.7 Resolution of Disputes. The Property shall provide resolutions of disputed amounts and shall make appropriate adjustments to Participants' accounts. The Property shall provide the Participant Contract Administrator with a copy of all Property correspondence relating to disputed transactions.

21. VOLUME SALES REPORTS

21.1 Ability to report: Lodging Provider shall create a WSCA corporate ID number for the ability to report sales for reservations booked directly on Lodging Provider website.

21.2 Reports to Lead State. Lodging Provider shall provide to the WSCA Contract Administrator at Lead State monthly reports of all Services sold under the WSCA Lodging Program and Participating Addenda nationwide ("Volume Sales Report"). Lodging Provider shall include:

WSCA Rate Code
WSCA Corporate ID Number
Locations of sales (City and State)
Property Transaction Number
Name and location of Property
Date of room occupancy (Services sold)
Length of stay
Unit price and extended total
Dollar volume of Services by locations subtotaled by month
Total dollar volume of Services.

21.3 Reserved

21.4 Reportable Sales or Not. Lodging Provider shall submit a Volume Sales Report each month to the WSCA Contract Administrator and the DAS SPO Contract Contact Person, whether or not there are reportable sales of Services. Participating State may specify whether or not it requires a report in a quarter with no reportable sales. The report must contain complete and accurate details of the Services sold for the quarter just ended and (ii) such other information as Participating State may informally request. For purposes of the Volume Sales Report based on the Services sold, Lodging Provider shall report the dollar volume of all Goods and Services for which Lodging Provider charges Participant. Volume Sales do not include taxes, assessments, fees, or other charges itemized on the invoice which Lodging Provider is required by a third party to collect.

21.5 Reporting Dates. Lodging Provider shall submit the monthly reports required by this Section 3 by the thirtieth (30th) day of the month following the reporting month. LEAD STATE AND DAS SPO IN THEIR SOLE DISCRETION RESERVES THE RIGHT TO REMOVE LODGING PROVIDER FROM WSCA LODGING PROGRAM IF LODGING PROVIDER DOES NOT SUBMIT VOLUME SALES REPORTS AS SCHEDULED. A PARTICIPATING STATE MAY TERMINATE ITS PARTICIPATION IN THE WSCA LODGING PROGRAM IF REPORTS ARE NOT RECEIVED AS SCHEDULED.

22. Detailed Folio. Upon check out, Property shall provide a detailed hotel folio. Property shall invoice Participant for Services at the rates specified above. This folio must show all daily room charges, applicable taxes and any other charges made against the room. The terms and conditions of this WSCA Lodging Program take precedence over and supersede all other conflicting terms and conditions, express or implied that are included in the hotel folio.

23. RATES AND EXTENSION TERM PRICE ADJUSTMENTS

23.1 GSA Per-Diem Rates: The Property shall charge for Services at the discount in RFQ Section 7.3 based on the GSA Per-Diem rates in effect at time and location of stay for rooms provided under this WSCA Lodging Program. If the applicable GSA per-diem rates change during a Traveler's stay, Property shall charge the applicable daily per-diem rate per each day of stay to the Traveler. Property shall update its reservation system price information as the GSA updates its per-diem rates.

23.2 Term of Program The term of this program is January 1, 2011 through December 31, 2016. This program may be extended by mutual agreement with the Lodging Provider or replaced by a subsequent RFQ.

24. Removal from List:

24.1 State Removal: The State of Oregon on behalf of WSCA reserves the right to remove Properties or Lodging Providers from the qualified lodging list for violating the requirements set forth in the WSCA Lodging Program. The State of Oregon will work with the Lodging Provider to resolve any issues prior to removal from list.

24.2 Lodging Provider Removal: The Lodging Provider is responsible for maintaining the list of Properties it offers under the rate code. It is understood by WSCA and the State that Properties may be added or deleted from the list annually in conjunction with updated GSA per-diems. The Lodging Provider under mutual agreement with the State of Oregon, may remove the entire list of Properties offered under the rate code. Lodging Provider must provide 60 days written notice to the WSCA Lodging Program Administrator prior to removing all of its Properties

from the list.

25. PARTICIPANT RESPONSIBILITIES

Participant purchases of Services under this WSCA Lodging Program are subject to the following conditions for Traveler use of the facilities. Lodging Provider shall hold State, Participant and Traveler harmless from any physical damage, loss, vandalism, fire or theft of the Property provided the room is not used by the Participant or Traveler in any manner listed in this Section:

- A. Will not be used for any illegal purpose
- B. Only authorized Travelers on Government Travel status will use rates from this WSCA Lodging Program.
- C. Will not cause destruction to the rooms
- D. Will adhere to check-in and check-out times as posted by each property unless alternate arrangements have been pre-arranged
- E. Will not smoke in non-smoking rooms
- F. Traveler will present identification such as an employee identification badge, state issued credit card with the state name embossed or imprinted on the card, or business card at the time of check-in identifying that they are the person authorized by Participant to purchase Services under this WSCA Lodging Program .

26. Independent Lodging Providers: WSCA Lodging is expanded to include independent Lodging Providers. Independent Lodging Providers are Lodging Providers with independent Properties and are not franchised with a national or regional lodging Brand. Independent Lodging Providers must meet all of the requirements of this RFQ with the exception of the following sections, 4.A, 5, 6, and 11; however, it is still highly desirable that independents meet sections 4.A, 5, 6 and 11. Independent Lodging Providers must submit their lodging information through their Participating State point of contact for the Participating State in-state qualified lodging program. The Participating State point of contact shall be responsible for assembling the list of Local Lodging Provider Properties and submitting the list per the requirements of Attachment E to the single Point of Contact listed in this RFQ prior to the deadline.