



Request for Proposal (RFP)

PCORI

Travel Management Services

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SUMMARY OF CHANGES

1. Section 1, paragraph 3.0 – updated table to reflect more accurate numbers.
2. Section 2, paragraph 1.1 – specified lodging accommodations application.
3. Section 2, paragraph 2.3.1 – specified lodging accommodations application.
4. Section 2, paragraph 2.5.4 – modified requirements for visas.
5. Section 2, paragraph 4.0 – changed date to reflect PCORI's fiscal year.
6. Section 2, paragraph 9.0 – changed to FFP contract.
7. Section 3, paragraph 1.0 – modification to further define instructions.
8. Section 3, paragraph 1.4.1 – modification to further define small businesses
9. Section 3, paragraph 1.6 – removal of cost reimbursable CLIN.
10. Section 3, paragraph 1.9 – changed due date for proposals.
11. Section 3, paragraph 1.10 – anticipated contract award date changed.

Q&A distributed via e-mail and posted online.

SECTION 1 THE SCHEDULE

**Travel Management Center Support Services
Request for Proposal (RFP)**

1.0 Background

The Patient Centered Outcomes Research Institute (PCORI) was created to conduct research to provide information about the best available evidence to help patients and their health care providers make more informed decisions. PCORI's research is intended to give patients a better understanding of the prevention, treatment and care options available, and the science that supports those options.

2.0 Description

PCORI requires a travel management center support services (TMC) contract that shall establish the travel management processes and meet its functional, technical, and security requirements. The TMC shall, but is not limited to:

- Provide a web-based, self-service, end-to-end travel solution
- Meet PCORI's travel services needs which include travel planning, cost estimation, travel authorization creation, booking of travel reservations, travel fulfillment, filing/processing/approval of official travel claims and domestic and international travel
- Supply travel reporting and data exchange for PCORI
- Reduce or eliminate the need for hard copy travel documentation

The TMC shall allow PCORI to realize significant cost savings, improve employee productivity, and provide a simplified official travel approach to processing.

3.0 Pricing Requirements

The Contractor shall provide a pricing proposal that supports the following estimated travel for PCORI-hosted meetings and events:

Line Item	Travel	Quantity	Pricing
0001 – Base Period Date of Award to 12/31/12	PFA in-person reviews		
	Meetings / Year	1	
	Days / Meeting	1.5	
	Headcount	150	
	Board of Governors Meetings		
	Meetings / Year	2	
Days / Meeting	1.5		
Headcount	50		
	Known dates and locations for BoG meetings:		

	9/24/12 – Park Hyatt 9/25/12 1201 24th Street, NW Washington, DC 11/19/12 Copley Plaza 11/20/12 Boston, MA		
	Methodology Committee (MC) Meetings / Year Days / Meeting Headcount	2 1 15	
	Standing Committee on Conflicts of Interest Meetings (SCCOI) Meetings / Year Days / Meeting Headcount	0 1.0 6	
0001A – Option Year 1 1/1/13 – 12/31/13	PFA in-person reviews Meetings / Year Days / Meeting Headcount	3 1.5 150	
	Board of Governors Meetings Meetings / Year Days / Meeting Headcount	6 1.5 36	
	Methodology Committee (MC) Meetings / Year Days / Meeting Headcount	12 1.5 22	
	Standing Committee on Conflicts of Interest Meetings (SCCOI) Meetings / Year Days / Meeting Headcount	12 1.0 9	
0001B – Option Year 2 1/1/14 – 12/31/14	PFA in-person reviews Meetings / Year Days / Meeting Headcount	3 1.5 150	
	Board of Governors Meetings Meetings / Year Days / Meeting Headcount	6 1.5 36	
	Methodology Committee (MC) Meetings / Year Days / Meeting Headcount	12 1.5 22	
	Standing Committee on Conflicts of Interest Meetings (SCCOI) Meetings / Year Days / Meeting Headcount	12 1.0 9	

0001C – Option Period 3 1/1/14 – 7/31/14	PFA in-person reviews		
	Meetings / Year	3	
	Days / Meeting	1.5	
	Headcount	150	
Board of Governors Meetings	Meetings / Year	6	
	Days / Meeting	1.5	
	Headcount	36	
Methodology Committee (MC)	Meetings / Year	12	
	Days / Meeting	1.5	
	Headcount	22	
Standing Committee on Conflicts of Interest Meetings (SCCOI)	Meetings / Year	12	
	Days / Meeting	1.0	
	Headcount	9	

Note 1: These are projected travel numbers. Other unknown dates may be considered or conversely, travel may be cancelled or postponed.

Note 2: Locations TBD for most meetings. Not all travelers are located in the Washington DC Metro area.

SECTION 2 PERFORMANCE WORK STATEMENT

**RFP #PCO-TRVL-RFP
SCHEDULE OF SUPPLIES/SERVICES****1.0 Scope of Work**

1.1 The Contractor shall provide travel services for official domestic, and potentially international, travel of PCORI board members, methodology committee members, PCORI staff and invited guests. Domestic travel includes travel within the U.S. The corporate travel services that the Contractor shall provide include:

- Online (web) self-service travel reservations, issuance and delivery of tickets for air, rail, bus and seafaring carriers; and where possible, advance seat assignments and advance boarding passes;
- Reservations for lodging accommodations outside of the PCORI-hosted events;
- Commercial automobile rental services;
- Detailed travelers' itineraries;
- Assistance in obtaining passports, visas and advice for health requirements when traveling abroad;
- Management information and billing reports derived from the booking database;
- Automated reconciliation of travel charges incurred through PCORI's financial management system;
- Information pamphlets for travelers who use the contract.

1.1.1 Compliance with Forms, Rules, Regulations & Procedures:

Contractor is to comply with PCORI's travel forms, and any changes in procedures. Contractor will remain informed of any such changes and updates, as necessary, by the PCORI Finance Department (FD).

1.2 The Contractor shall also provide travel services for any individual sponsored by PCORI under this contract.

1.3 Upon the request of employees or other persons with disabilities traveling on official business, the Contractor must arrange necessary and reasonable accommodations, including but not limited to airline seating, in-terminal transfers, ground transportation and barrier-free or otherwise accessible lodging.

2.0 Contractor Requirements for Providing Official Travel Services

2.1 Taxes. When reservations are made for official business, the Contractor shall ensure that rate is applied appropriately for a nonprofit tax-exempt section 501(c)1 corporation.

2.2 Transportation

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- 2.2.1 The Contractor shall comply with best practices for air travel. The Contractor shall book the most cost-effective travel package available that complies with PCORI's Travel Policy. . In the absence of prior approval by PCORI, if the reservations made by the Contractor are not at the most cost-effective rate allowed by policy, the Contractor shall refund PCORI the difference.
 - 2.2.2 The Fly America Act generally precludes use of non-US flag carriers and, as much as reasonably possible, the Contractor shall comply with this guideline.
 - 2.2.3 The Contractor shall provide PCORI with the reservation and ticketing services which industry practice normally accords corporate or private travelers, to include new and improved reservation and ticketing technologies. These shall include a 24-hour number available to travelers to perform emergency itinerary changes and emergency services outside regular business hours. The Contractor shall be responsible for ensuring that any subcontractor providing such emergency service complies with all conditions of the contract.

Contractor must provide PCORI with a means to be able to procure airline tickets and make reservations on airlines that accept online credit card payments.
 - 2.2.4 The Contractor may only issue premium class tickets for which PCORI will have to pay an additional amount when the accompanying travel orders or other official documentation provide authority for that travel. This does not apply to situations in which frequent flyer benefits will be used to obtain the premium class tickets.
 - 2.2.5 Back-to-back faring, or hidden city ticketing are prohibited under this contract.
 - 2.2.6 The Contractor shall provide the traveler with last seat availability, advance seat assignment, and advance boarding passes on all airlines for which the Contractor can offer these services.
 - 2.2.7 The Contractor shall make adjustments for any change(s) in flight, train, bus or any seafaring vessel schedules. Tickets and billings shall be modified or reissued to reflect these changes.
 - 2.2.8 The Contractor shall make a timely effort to notify travelers of airport closings, canceled or delayed flights, trains or buses.
 - 2.2.9 The Contractor shall provide assistance in arranging transportation, and provide written or electronic confirmation when possible and feasible.

2.3 Lodging

- 2.3.1 The Contractor shall provide lodging reservation services as needed for travel outside of the PCORI-hosted events and meetings. These services shall include initiating and confirming reservations and confirming the rate at which the reservation is made.
- 2.3.2 General Services Administration (GSA). Whenever possible, PCORI will adhere to the GSA per diem rates for lodging. Where available and warranted, the Contractor shall recommend lodging that falls within the GSA rates for the geographic area in which PCORI travelers are staying.
- 2.3.3 Established Agreements. Where the Contractor or PCORI has agreements with hotels/motels for discount rates, the Contractor shall endeavor to obtain such rates for PCORI travelers. (Frequently these rates are capacity-controlled.) If necessary to obtain discounted rates, the Contractor shall call such hotels

directly to inquire about providing group or other discounts. The Contractor shall also make available to PCORI any lower-priced, guaranteed corporate or other discount rates it has negotiated at these or other hotels.

- 2.3.4 Final selection of accommodations rests with the traveler. If reservations made by the Contractor are not made at the most cost-effective package rate, the Contractor shall refund PCORI the difference. Since final selection of accommodations rests with the traveler, the reservations made by the Contractor shall be made at the most cost-effective rate that complies with the traveler's request, or the Contractor shall refund PCORI the difference. Lodging reservations for PCORI employees on official business shall comply with the Hotel and Motel Fire Safety Act of 1990 (see Definitions). Selected lodging shall comply with the Hotel and Motel Fire Safety Act of 1990, if available, unless an exception is granted by the FD. As stated in the definition in paragraph 2.0, the Hotel and Motel Fire Safety Act of 1990 only applies to the United States and its territories.

2.4 Rental Vehicles

- 2.4.1 The Contractor shall reserve commercial vehicles for PCORI travelers, if requested. Where available, the Contractor who has negotiated rental vehicle companies with established discount rates are the first source for PCORI travelers. Considering daily or extended rates, the Contractor shall reserve vehicles from these sources or, if no vehicles are available at discounted rates, from other firms at the most cost-effective rate available to the traveler, which includes full loss/collision damage waiver (LDW/CDW), to the traveler.
- 2.4.2 It is incumbent upon the traveler to be prudent in selecting the method of ground transportation that best meets the traveler's needs. Therefore, since the final selection of car rental companies and car sizes rests with the traveler, the reservations made by the Contractor must be made at the most cost-effective rate which conforms to the traveler's request, or the Contractor must refund PCORI the difference. If reservations made by the Contractor are not most cost-effective rate, the Contractor shall refund PCORI the difference.

2.5 Foreign Travel

- 2.5.1 Health Requirements. The Contractor shall provide travelers with advice on necessary health requirements, including types of inoculations and vaccinations whether required or suggested for foreign travel.
- 2.5.2 Local Conditions. The Contractor shall provide information and advice on conditions at the various destinations, including climatic conditions, type of clothing which is appropriate or essential, national and, if traveling overseas, religious holidays, location of American embassies and consulates, etc.
- 2.5.3 Foreign Currency Information. The Contractor shall provide technical advice on such matters as foreign currency exchange rate and transactions, securing auto insurance in conjunction with foreign automobile rentals, excess baggage requirements and fees.
- 2.5.4 Visas. The Contractor shall assist travelers in obtaining visas for foreign travel. The Contractor is required to provide at no cost to PCORI delivery of visas to PCORI offices on an as-needed basis.

2.6 Leisure Travel:

The Contractor shall also, if requested, provide on an open-market basis, complete personal travel services and support for PCORI employees and their dependents requesting personal travel arrangements. However, no individual is required to use the services under this contract for personal travel. The transaction fees listed in the Pricing portion of this contract apply only to official travel. The Contractor is to charge the same fee for personal travel. However, the Contractor is responsible to broadcast in a clear visible public place the transaction fees to be charged for personal travel.

2.7 Related Services

2.7.1 Local Conditions. The Contractor shall provide information and advice on conditions at the specified destination, including climatic conditions, type of clothing which is appropriate or essential, location of restaurants and other services, events, etc.

2.7.2 The Contractor shall provide travelers with the option of procuring travel insurance for official travel that protects the traveler against lost luggage as well.

2.7.3 The Contractor is the main point of contact for a traveler to go to when the need to track lost luggage claims arises. Once the vendor verifies that the lost luggage has arrived, the Contractor must relay this information to the PCORI POC who will arrange for delivery and pickup.

2.7.4 Information Pamphlets

2.7.4.1 The Contractor shall develop, print/send (electronic) and deliver to PCORI, pamphlets listing procedures for traveler use of the services under this contract. These should be approximately pocket or letter size (if paper is used or requested), about two pages long, and should provide Contractor phone numbers and other relevant information. If using electronic documents, the Contractor shall ensure that the documents are searchable, downloadable and accessible (online).

2.7.4.2 The Contractor must have a web portal technology solution that PCORI can utilize for making travel arrangements or sending messages. This website is to be updated and maintained by the Contractor's IT personnel, and provide PCORI customers with information that includes but is not limited to the following: updates on baggage fees, contact information for airlines locally and internationally, contact information at airports worldwide, all required forms and paperwork, contact information for travel agents, services offered (in the area in which PCORI is traveling), etc.

2.7.4.3 The Contractor is to provide information brochures that describe the services offered, electronically, in order to reduce the time and resources that would normally be consumed under a "paper" environment. This must be updated as changes occur to provide accurate and real time information to the customer.

2.7.4.4 Newsletters. The Contractor shall display for PCORI travelers to "opt in" for electronic newsletters with special fares or tour offers on the web portal.

2.8 Traveler's Itineraries

The Contractor shall provide to each traveler a complete, printed or electronic itinerary document including, but not limited to the following:

- Carrier(s);
- Flight, train, bus or seafaring vessel number(s);
- If applicable, annotate that the traveler declined the most cost-effective package offered;
- Departure and arrival time(s) for each segment of the trip;
- Name, phone number, location, cancellation requirements; and where applicable, tax exempt information.
- Vehicle rental company, to include name and (toll free, if applicable) telephone number of supplier, pickup and return dates, location of pickup, confirmed rate and confirmation number and, where applicable, special pickup instructions and hours of operation, notably for off-airport suppliers.
- Local toll-free phone numbers for both the servicing office, and the after-hours emergency services location. The emergency services location number shall be answered 24 hours a day, 7 days a week.
- A statement and a copy of the passenger receipt coupon of all charges associated with the transportation ticket, including the ticket number, price, fees charged and a description of those fees.
- Indicate type of ticket, electronic or paper.

2.9 Ticket Delivery

Travelers shall be provided an itinerary and confirmation number in advance of travel. Prepaid tickets shall not be used as a routine method of providing tickets.

2.10 Technology, Communications System and Emergency Services

Technology Services

- 2.10.1 Online booking. PCORI travelers need access to an online booking portal that allows them to perform self-service. When travelers are engaging in online services, the Contractor shall populate the most favorable package with the most cost-effective scenario first. In the event that the booking is made with a higher priced package, then the traveler will be required to acknowledge an “override” if selecting the higher rated package.
- 2.10.2 Barcodes. The Contractor should offer bar code applications for individuals who prefer to use their cell phones for facilitating travel. Should the Offeror not currently have the ability to offer this technology, it must state a proposed solution to have the technology available within 30 days after contract award.
- 2.10.3 Integration. The Contractor must be able to have the ability to integrate their technology solution with PCORI’s use of Intacct and Concur, as well as corporate credit cards.
- 2.10.4 Security. Because PCORI will be using online booking and, by default, will be creating individual login sessions, the Contractor must describe their Security Plan, including a back-up strategy, to ensure that continuous operations are in place, as well as ensuring that both the traveler’s personal information and PCORI’s corporate information is protected from cyber attacks, hackers, phishing

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and similar intrusions. The Contractor must also provide a Type 2 Statement on Standards for Attestation Engagements (SSAE) No. 16 report or another form of management assurance on the integrity of the service organization's system and the suitability of the design and operating effectiveness of controls.

- 2.10.5 Media Formats. In addition to the required reports, the Contractor shall produce, within reasonable parameters, ad-hoc management reports in formats and media requested from time to time by the FD. To compile such reports, Contractor's back-office technology framework and architecture shall be capable of collecting all data from reservation and ticketing records in the formats requested. The Contractor shall also have the capability to capture data for reports when the central reservation system (CRS) is not operating and for airlines that do not subscribe to a CRS.

Standard Communication Services

- 2.10.6 While PCORI encourages electronic means for making travel arrangements, there will still be occasional use of phone service required for both travel arrangements and customer service. The Contractor shall provide service from Monday through Friday during normal working hours (Section 2, paragraph 8.0) for Contractor personnel utilizing services under this contract.

The Contractor shall provide dedicated telephone service for the account(s) as part of the overall technical and pricing solution.

Emergency Communication Services

- 2.10.7 The Contractor shall provide dedicated telephone service for the account(s) as part of the technical and pricing solution, to include a local 24-hour toll-free number available to travelers which will allow immediate access to a reservation agent to perform emergency itinerary changes outside regular business hours;

- A local 24-hour toll-free number available to travelers which will allow immediate access to a reservation agent to perform emergency itinerary changes outside regular business hours;
- The Contractor shall be responsible for ensuring that any subcontractor providing 24-hour emergency service complies with all conditions of the contract.
- In the event of emergencies (e.g., Presidential-declared disasters, forest fires, evacuations, floods, hurricanes, etc.), the Contractor shall maintain operations necessary to support PCORI under this contract. This includes facilitating alternative methods of transportation and relocation of personnel for lodging.
- Travel Reservations, Changes and Confirmations
 - The Contractor shall be capable of accepting most major credit cards for payment of travel services.
 - Emergencies – The Contractor shall continue to provide services during emergencies or contingencies.

- 2.10.8 The Contractor shall be capable of accepting most major credit cards for payment of travel services.

2.10.9 In the event that PCORI has international travel agendas, the Contractor shall make a local toll free number available to the travelers for both emergency and normal travel changes.

2.11 Project Management

The Contractor shall provide reservation agents, personnel and equipment necessary to assure that the highest quality of service is provided. The Contractor shall have the capability to make reservations and provide tickets at its servicing office. All Contractor personnel providing services under this contract shall be fluent in English and meet the following requirements.

2.11.1 Key Personnel

The Contractor shall provide a Project Manager who shall be responsible as the Point of Contact (POC) for PCORI. The Project Manager shall have experience in the management of travel services and shall have adequate authority to make decisions for the timely resolution of problems. The Project Manager shall coordinate closely with the FD.

2.11.2 Other Staff

The Contractor shall propose how they will staff the TMC to support PCORI's travel needs to include all travel services described in this scope of work. The Contractor shall demonstrate its ability to support the variety of requests from PCORI travelers and present its problem resolution method.

3.0 Furnishing of Equipment/Property

The Contractor will furnish its own equipment and systems to facilitate reservation processing.

4.0 Period of Performance

The period of performance is a short base year, two (2) option years and a final base period. Anticipated contract award date is approximately 21 days from due date of RFP.

Base Period	17 August 2012 – 31 December 2012
Option 1	1 January 2013 – 31 December 2013
Option 2	1 January 2014 – 31 December 2014
Option Period 3	1 January 2015 – 31 July 2015

5.0 Contractor's Quality Control and Quality Assurance Surveillance Plan

5.1 The Contractor shall describe their procedures to continually monitor the quality of travel services with the goal of providing and maintaining the highest level of customer service and satisfaction. These procedures should include:

- An internal method for monitoring, identifying and correcting deficiencies in the quality of service furnished to PCORI; and,
- A Quality Service survey form that addresses travel services to be furnished under this contract.

5.2 The Contractor should describe and outline its procedures to ensure that the most cost-effective travel package is obtained and that adjustments in flights, hotel or rental vehicles are professionally facilitated and any reissue of information is expedited.

- 5.3 The Contractor's automated system shall assure reservation accuracy and the most cost-effective travel package, and rebooking passengers at the best available fares or reserving preferred seats if such fares or seats are not available at the first attempted booking. Additionally, the Contractor shall identify methods to check all tickets/itineraries for required data and lowest fares, to include those that cannot be checked through the automated system(s).
- 5.4 The Contractor should describe the method(s) of measurement that are used to ensure it complies with the standards of the service.
- 5.5 Within fourteen business days of contract award, the Contractor shall furnish a Quality Service survey (questionnaire) to the FD for approval. The Quality Service survey shall include, at a minimum:
- courtesy and professionalism of Contractor personnel;
 - reservation accuracy;
 - ticket delivery and document accuracy, and;
 - overall quality of service provided.

Additionally, the survey form shall identify the Contractor and provide space for customer comments. The Contractor shall periodically distribute these questionnaires to 100% of ticketed travelers annually. The Contractor shall make these responses available to the FD.

- 5.6 It is PCORI's intent to develop Service Level Agreements (SLAs) for this effort. The SLAs will be developed post award and as mutually agreed between the Contractor and PCORI. The SLAs, once established, may be subject to change as the TCM program progresses and matures.
- 5.7 Quality Assurance Surveillance Plan (QASP)

As a performance-based contract, the Contractor will be required to perform at an acceptable level of quality, at the minimum, to continue supporting the contract. Should the Contractor be unable to meet the requirements, the contract may be canceled due to unsatisfactory performance. The following quality guidelines will be utilized to measure Contractor performance. These guidelines are subject to change, if it is in the best interest of PCORI.

Quality Measurement	Quality Level		
	Exceeds	Acceptable	Unacceptable
Answering Calls	Answers 95% of calls within 20 seconds	Answers 90% of calls within 20 seconds	Answers 89% or less of calls within 20 seconds
Emergency Calls	Answers at least 90% of calls within 20 seconds and provides a recorded message for those calls not answered in 20 seconds. The recorded message shall give the traveler	Answer at least 80% of calls within 20 seconds and provides a recorded message for those calls not answered in 20 seconds. The recorded message shall give the traveler	79% or less of calls answered within 20 seconds; messages not returned in less than an hour

	<p>at least two options:</p> <ul style="list-style-type: none"> to hold or to leave a message for a call back <p>Return calls shall be made within <u>30 minutes</u>. For e-mail or facsimile requests, the Contractor shall in the same manner as phone calls – within 30 minutes of receipt.</p>	<p>at least two options:</p> <ul style="list-style-type: none"> to hold or to leave a message for a call back <p>Return calls shall be made within <u>one hour</u>. For e-mail or facsimile requests, the Contractor shall in the same manner as phone calls – within one hour of receipt.</p>	
System Uptime - online reservations	99% availability	97% availability	96% and less availability
Survey Results	95% positive response from users	90% positive response from users	89% and less positive response from users

6.0 Deliverables

The Contractor shall provide the following deliverables/submittals within the time frames identified below:

Deliverable	Due Date	Method
Tickets / Package	As order online or via phone. Phone method: sent via e-mail to address on record. Portal: sent via e-mail upon submit to address on record. Paper copies: only as last resort.	E-mail to traveler.
Quarterly Problem and Resolution Report	10 th Day after the last day of each calendar quarter	Send to FD.
Quarterly Travel Activity Report	10 th Day after the last day of each calendar quarter	Send to FD.
Billing Reconciliation Report	5 th Work Day after the receipt of card's billing	
Fee Report	25 th day of each month	Send to FD.
Override Report	25 th day of each month	Send to FD.

Information Pamphlets	Within 14 days of contract award	Send to FD.
Quality Surveys	Within 6 months after contract award.	Send to FD.
Ad-hoc	PCORI may request special reports to be developed over the course of the contract with the data collected through the various channels (online, messaging or phone)	Send to FD.

*Calendar days, unless otherwise described.

6.1.1 Management Reports and Deliverables

The Contractor shall provide PCORI with management information reports. At a minimum, the Contractor shall develop the following reports at the conclusion of the contract.

- **Quarterly Problem and Resolutions Report** - A concise quarterly narrative (no more than one page) of the Contractor's activities. This report shall identify problems and recommend solutions. The report shall include suggestions to enhance service, where appropriate. PCORI encourages interim reports, as deemed necessary by the Contractor;
- **Quarterly Travel Activity Report** - A quarterly summary of travel activity data. The Contractor shall prepare the report in accordance with the sample in Section 1, Attachment 2. This summary shall reflect all official travel activity for each traveler using the contract, whether the travel was purchased using a corporate credit card or centralized billing account.
- **Reconciliation of Billing Report** - The Contractor shall provide computerized reconciliation of transportation billings charged through CBA accounts. The Contractor shall use an automated accounting system with direct interface among the reservation, ticketing and accounting elements so that all passenger reports and summary data are automatically generated from point-of-sale information. Travelers participating in PCORI's charge card program have CBA accounts established with the charge card company. The charge card company will provide the Contractor with information in electronic format of a month's CBA billings by department. In order to perform computerized reconciliation of accounts, the Contractor must have sufficient computer capacity and the ability to read and process the information. The Contractor shall run this data against its own record of transactions to provide each department with reconciled charges, no later than five (5) working days from receipt of the charge card vendor's billing information.
- **Fee Report** - A report based on the transaction or other fee(s). This report shall list all fees to be paid. The fees shall be broken down by type of transaction, following the line items in the pricing portion of this contract. For example, if a courier is used, the transaction fee associated with courier delivery shall be listed separately from the standard transaction fee.

The Contractor must consider electronic methods of communication of report information in order to minimize or eliminate unnecessary paperwork.

7.0 Place of Performance

The Contractor is required to provide one Travel Management Center to be used to provide the services required hereunder. This center shall be staffed by the Contractor's personnel and located at their offices.

8.0 Hours of Service

The Contractor shall maintain normal hours of operation Monday through Friday between 0830 to 1830 hours Eastern Time. A 24-hour toll free number shall be provided for emergencies. PCORI has regular observance of federal holidays:

New Year's Day
Birthday of Martin Luther King, Jr.
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

9.0 Type of Contract

Firm Fixed Price (FFP).

10.0 Insurance

The Contractor, at its own expense, shall provide and maintain during the entire period of performance of this contract and shall list PCORI as an additional insured (see Section 5, paragraph 2).

SECTION 3 SOLICITATION PROVISIONS

Instructions to Offerors

1.0 Summary of instructions:

Each proposal must consist of the following:

- 1.1 Format: Arial or Times New Roman Font no less than 11 point with 1 inch margins, single spaced, graphics and tables are acceptable; MS Office or Adobe PDF formats.
- 1.2 Cover Letter. The Offeror shall include a cover letter that contains the following information:
 - Offeror's name and mailing address
 - Reference to the solicitation number
 - Technical and contract points of contact – name, phone number and e-mail address
 - Business Size (Large, Small, State/Federal Certifications – MBE, 8(a), HUBZone, etc.)
 - Dunn & Bradstreet Number (DUNS)
 - Federal Tax ID (EIN, TIN)
 - Validity of quote for 60 days
 - A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item
 - Acknowledgement of any amendments by reference number
 - The Offeror shall prepare two Volumes to include Volume I for the Technical Solution, Management Approach and Past Performance; and Volume II to include the Cost Proposal. These should be sent separately via the acceptable formats in 1.1 above.
- 1.3 Technical Solution. The Offeror shall demonstrate and describe their proposed solution based on the requirements in the Performance Work Statement. The submission shall be no longer than 15 pages.
- 1.4 Management Approach. The Offeror shall demonstrate that it has the ability to manage and control the operation to ensure successful program support including subjects such as the program management, financial resources or ability to obtain them, equipment and facilities, quality approach, internal controls and staffing. This section should be no more than 10 pages.
 - 1.4.1 For large businesses, a Subcontracting Plan must be submitted to include socio-economic subcontractors, such as small, small disadvantaged, small disabled veteran owned, veteran owned small business, woman owned small business or HUBZone interests for 10% of the work performance.
 - 1.4.2 Key personnel resumes should be no longer than 2 pages in length and are not included in the page count.
- 1.5 Past Performance. The Offeror shall identify up to three previous or existing clients within the last five years with a similar effort in the non-profit, commercial or federal market. Include client name, period (dates) of performance, POC, POC name/e-mail/phone number and summary of work performed.

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- 1.6 Cost Proposal. Travel Management Services for the events described in Section 1.0, paragraph 2.0. The Offeror should describe two sets of cost line item numbers:
 - 1.6.1 Item 0001: Firm Fixed Price - Labor, supplies, materials and equipment for initiation of services.
 - 1.7 Questions to be addressed and submitted to rfp@pcori.org with reference to the solicitation number in the subject line due by 1700 hours 6/27/2012
 - 1.8 E-mail responses to rfp@pcori.org with reference to the solicitation number in the subject line.
 - 1.9 Due date for proposals: 1700 hours 8/1/2012
 - 1.10 Anticipated award date for contract: 8/17/2012

2.0 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written or electronic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

3.0 Late Submissions.

A late proposal or late request for modification or late request for withdrawal shall not be considered, unless a late modification of a successful proposal makes its terms more favorable to PCORI.

4.0 Retention Of Proposals

All proposal documents shall be the property of PCORI and retained by PCORI, and therefore shall not be returned to the Offerors.

SECTION 4 EVALUATION FACTORS

- 1.0 Award will be made to the offeror who proposes a best value offer, as determined by following the procedures outlined in the previous sections.
- 2.0 PCORI reserves the right to reject proposals that are unreasonably low or high in price. Price will be evaluated for cost realism.
- 3.0 The price will be determined with regards to the fulfillment of the travel requirements based on Section 1.
- 4.0 PCORI will determine Offeror's acceptability by assessing the Offeror's compliance with the terms of the RFP.

Matrix

Transaction Description	Weight of Rating Factor
Technical Proposal	40%
Management Approach	30%
Past Performance	20%
Cost Proposal	10%

Evaluation Categories

Outstanding – The Offeror has demonstrated that there is a high probability of success in a combination of past results, low risk and professional distribution of services.

Good – The Offeror has demonstrated that there is a good probability of success in a combination of past results, moderate risk and professional distribution of services.

Fair – The Offeror has demonstrated that there is marginal probability of success in a combination of past results, marginal risk and professional distribution of services.

Poor – The Offeror has not demonstrated that there is a probability of success in this services-based effort.

5.0 Best and Final Offers (BAFO)

If, subsequent to receiving original proposals, PCORI reserves the right to notify all technically acceptable Offerors within the competitive range and to provide them an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers shall be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of BAFO, no discussions shall be reopened unless the FD determines that it is clearly in PCORI's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor

selection and award based on the BAFOs received. If discussions are reopened, the FD shall issue an additional request for BAFOs to all technically acceptable Offerors still within the competitive range.

At its discretion, PCORI reserves the right to also invite Offerors who are technically acceptable to conduct a presentation to PCORI on the proposed effort for technical and management approaches identified in the submission. PCORI will notify vendors who meet the qualifications and provide the date, time and format for the presentation.

6.0 Protests

Any actual or prospective Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with PCORI's FD a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to proposal opening or the time set for receipt of initial proposals shall be filed with the FD prior to proposal opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the FD.

Protests should be submitted to finance@pcori.org or mailed to:

PCORI
Attn: Finance Department
1828 L St., NW, Suite 900
Washington, DC 20036

7.0 Non-Disclosure Agreements (NDA)

The Contractor shall not release any sensitive, confidential or proprietary information, without prior written approval from PCORI. At the time of award, the Awardee will be required to sign an NDA, and each subsequent option year, if exercised.

8.0 Organizational Conflict of Interest (OCOI)

The Contractor, prior to entering into a binding contract, shall sign a Conflict of Interest Disclosure form..

SECTION 5 POST AWARD INFORMATION

1.0 Post Award Conference / Kickoff Meeting

Upon notice of award, PCORI will coordinate an Award Kickoff Meeting within 10 day with the Awardee. Date, time and location will be provided at the time of the award.

2.0 Documentation Requirements

2.1 Certifications, permits, licenses. The Awardee may be required to provide documentation to support their legal ability to operate facilities in the U.S.

2.2 Insurance. The Awardee hereby assumes absolute responsibility and liability for any and all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor's personnel in the performance of the services required under this contract.

The Awardee, at its own expense, agrees to provide and maintain the requisite insurance in support of this contract for the entire duration, including option years, with the following minimum coverage:

General Liability	\$1,000,000
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3.0 Notice to Proceed

3.1 Immediately upon receipt of notice of award, the Contractor shall take all necessary steps to prepare for performance of the services required hereunder, including contract execution. The Contractor shall have a maximum of thirty calendar days to complete these steps.

3.2 Following receipt from the Contractor of acceptable evidence that the Contractor has obtained all required licenses, permits and insurance and is otherwise prepared to commence providing the services, PCORI shall issue a Notice to Proceed.

3.3 On the date established in the Notice to Proceed (this notice will allow a minimum of seven (7) calendar days from the date of the Notice to Proceed, unless the Contractor agrees to an earlier date), the Contractor shall start work.

4.0 Period of Performance and Option Years

The performance period of this contract is from the start date established in the Notice to Proceed and continuing for 12 months, with two (2), one-year options to renew. The initial period of performance includes any transition period authorized under the contract.

5.0 Basis of Compensation to the Contractor

Travel services are event driven. The Contractor will only be compensated for when the travel services are initiated and used by PCORI travelers for official business.

5.1 Official Travel. PCORI will reimburse the Contractor for transportation services for official travel arranged by the Contractor. This reimbursement will include only the actual carrier rates and/or fares effective for air, rail, bus or seafaring vessel tickets issued to PCORI travelers for official travel. PCORI will also pay the Contractor, upon receipt of a proper invoice, the applicable fees that have been contracted.

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- 5.2 Fee(s). This applies to official PCORI travel and is not intended for personal travel use. Upon issuance of the transportation ticket, the Contractor shall charge PCORI the applicable fee(s) for one transaction, that transaction being the ticket issuance. The Contractor shall not charge additional fees for any other services, such as car rental, lodging or other arrangements made at the initial request
 - 5.3 The Contractor may charge another transaction fee to PCORI for any changes made to the reservation after the initial request.

In the event of Contractor error in the processing of a reservation, the Contractor may not charge additional transaction fees.
 - 5.4 Advance Deposits. When advance deposits or fees are required by hotels for official travel, PCORI shall pay the Contractor for such fees incurred.
 - 5.5 Transactions initiated by the PCORI traveler for personal reasons shall be between the Contractor and the traveler. PCORI will not pay for personal travel under any circumstance.

6.0 Billing and Payment Procedures

Using Corporate Credit Cards

- 6.1 Billing and payment procedures for transportation expenses may vary depending on the corporate credit card being used. Only the cost of approved traveling including transportation, lodging and car rental may be charged to PCORI, plus the contracted fee(s), reduced by any commission.
- 6.2 The Contractor shall refund promptly the difference in cost if the Contractor has failed to book the most cost-effective travel package except for the constraints noted in the PWS. No fee(s) shall be charged for this refund, but neither shall the fee(s) paid by PCORI, be refunded by the Contractor.
- 6.3 The traveler must make payment for all other services, such as hotels or rental cars. The traveler shall make such payment, as appropriate, to the supplier or to the Contractor. The Contractor shall accept PCORI corporate credit card (as described below) and may allow any other mutually accepted arrangement.

7.0 Refund Procedures

- 7.1 Refunds shall be made directly to the PCORI American Express corporate account. Travelers should not be recipients of refunds.
- 7.2 The Contractor shall treat refunds on purchases by CBA in the same manner as refunds for similar charge or credit card purchases. Refunds for unused, downgraded or exchanged tickets shall be made by the Contractor immediately in the form of a credit refund receipt returned to the agency, with the credit applied to the agency's CBA. No cash refunds shall be made for CBA purchases.

SECTION 6 DEFINITIONS AND ACRONYMS

501(c)1 – Formed by an Act of Congress as tax exempt;
ref: <http://www.irs.gov/charities/article/0,,id=96184,00.html>, and <http://www.irs.gov/pub/irs-pdf/p557.pdf>

ARC - Airlines Reporting Corporation. Website: <http://www.arccorp.com>.

Business Day – Monday - Friday, 0830 – 1830 hours.

CBA - Centrally Billed Account. Account established by a contract at the request of PCORI as defined in this document. Consolidated airline ticket charges accrued through use of centrally billed accounts shall be billed at the conclusion of the contract. Expenses billed against centrally billed accounts are paid to PCORI travel charge card program Contractor.

Commission - Amount paid to the Contractor by another entity not a party to this contract, such as an airline, for each airline ticket the Contractor books for that airline.

Corporate Travel Charge Card - Corporate charge cards to be used for travelers of PCORI to pay for passenger transportation services, subsistence expenses and other allowable travel and transportation expenses incurred in connection with official travel. Although the employee is liable for payment of all charges incurred, including those for ATM withdrawals, the employee shall be reimbursed by PCORI for all authorized and allowable travel and transportation expenses that are not facilitated by the TMC.

CRS - Central Reservation System. A major airline computer reservations system, such as Apollo, Sabre or Worldspan.

Emergency - An unforeseen combination of circumstances that calls for immediate action. The term emergency includes, but is not limited to, disasters, forest fires, evacuations, floods, and civil unrest.

Fly America Act - See [49 U.S.C. 40118](#). The Fly America Act requires Federal employees and their dependents, consultants, contractors, grantees and others performing United States-financed air travel to travel by U.S. flag carriers. Details contained in [41 CFR 301-10.131 through 301-10.143](#) and [14 FAM 583](#).

GSA – General Services Administration, www.gsa.gov

Most Cost-effective Package - Except for the constraints of the airline contract program described in the [Fly America Act](#), the Contractor shall book the most cost-effective travel package in accordance with PCORI policy, if any, as expressed in the contract. If reservations made by the Contractor are not at the most cost-effective rate allowed, at the time of ticketing, the Contractor shall refund the difference to PCORI.

OAG - Official Airline Guide. Official Airline Guide (both Flight and Travel Guides). The OAG is available on the internet at <http://www.oagaviation.com/Solutions/Reports-Guides>.

Official Travel - Travel that is paid for and/or for which the traveler is reimbursed by the PCORI.

FD – Finance Department

POC – Point of Contact

Personal Travel - Travel that is paid for by the employee/dependent and for which reimbursement will not be provided by PCORI.

PNR - Passenger Name Records

PWS – Performance Work Statement

QASP – Quality Assurance Surveillance Plan; intended to ensure the qualitative success of the performance of the contract with measurements and monitoring by PCORI.

Refund - Ticket refund consists of the value of the ticket, but does not include transaction fee or other service fee associated with issuing of the ticket. For billing purposes under this contract, a refund is not a separate transaction.

Section 508 - Section 508 requires that federal agencies' electronic and information technology is accessible to people with disabilities. www.section508.gov

Service Fee - Pricing, if any, for a value-added service.

Taxes and Fees - Charges for transportation imposed on travelers by other authority, such as U.S. Government federal taxes, airport passenger facility charges.

Transaction - Issuance of a ticket for common carrier transportation, or changes to that ticket after issuance. Other travel reservations associated with the travel under that ticket, including but not limited to, hotel reservations, car rental, and other traveler services, are not considered a transaction for purposes of charging a transaction fee.

Transaction Fee - Fee, charged by the Contractor, for issuance of a ticket for common carrier transportation or changes to that ticket, after issuance.

Travel Management Center (TMC) - A commercial travel firm under contract to PCORI that provides reservations, ticketing and related travel management services for PCORI travelers.

Travel Services - Transportation reservations, issuance and delivery of tickets for all modes of transportation; vehicle rental services; and ancillary support related to travel.

User Friendly - Ease of use geared towards those with a rudimentary or limited knowledge of computer systems and operations. The knowledge base includes how to log on and off the system, simple menu-based functions in a typical graphical user interface Windows-like environment, (for example, as point and click functions such as file, open, close), simple one-step commands, such as search, print and save.

SECTION 7 ATTACHMENTS

Attachment 1 – Rights in Data

Restrictive Markings for Proposals

Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by PCORI except for evaluation purposes shall:

- a) Mark the title page with the following legend: “This proposal includes data that shall not be disclosed outside PCORI and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, PCORI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit PCORI’s right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets];” and
- b) (b) Mark each sheet of data it wishes to restrict with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

Rights in Data—General

If applicable, insert the following terms and/or conditions with any appropriate alternates:

1.0 Definitions.

As used in this procurement effort and with respect to data, information and technology integrity—

Term	Definition / Meaning
Computer database or database	A collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.
Computer software	(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and (ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled. Note: Does not include computer databases or computer software documentation.
Computer software documentation	Owner’s manuals, user’s manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
Data	Recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
Form, fit, and function	Data relating to items, components, or processes that are sufficient to enable

data	physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.
Limited rights	The rights of PCORI in limited rights data as set forth in the Limited Rights Notice, if included. (See end of section.)
Limited rights data	Data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.
Restricted computer software	Computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.
Restricted rights	The rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.
Technical data	Recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases.
Unlimited rights	The rights of PCORI to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

2.0 Allocation of rights.

- 2.1 Unless specifically noted, PCORI shall have unlimited rights in—
 - 2.1.1 Data first produced in the performance of this contract;
 - 2.1.2 Form, fit, and function data delivered under this contract;
 - 2.1.3 Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - 2.1.4 All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.
- 2.2 The Contractor shall have the right to—
 - 2.2.1 Assert copyright in data first produced in the performance of this contract;
 - 2.2.2 Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract;
 - 2.2.3 Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action

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- 2.2.4 Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.
- 2.3 Copyright—
- 2.3.1 Data first produced in the performance of this contract.
- 2.3.2 Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- 2.3.3 When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of [17 U.S.C. 401 or 402](#), and an acknowledgment of sponsorship (including contract number).
- 2.3.4 For data other than computer software, the Contractor grants to PCORI, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of PCORI. For computer software, the Contractor grants to PCORI, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of PCORI.
- 2.3.4.1 Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracts Department, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor—
- Identifies the data; and
 - Grants to PCORI, or acquires on its behalf, a license of the same scope as set forth in paragraph 2.3.1, or, if such data are restricted computer software, PCORI shall acquire a copyright license (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.
- 2.3.4.2 Removal of copyright notices. PCORI will not remove any authorized copyright notices placed on data pursuant to this paragraph 2.3 and will include such notices on all reproductions of the data.
- 2.3.4.3 Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except—
- As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - As expressly set forth in this contract; or
 - If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracts Department.
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2.3.5 Unauthorized marking of data.

2.3.5.1 Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph "Limited Rights Notice," if included, and use of the notices is not authorized, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracts Department may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to [41 U.S.C. 253d](#), the following procedures shall apply prior to canceling or ignoring the markings.

2.3.5.1.1 The Contracts Department will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

2.3.5.1.2 If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracts Department for good cause shown), PCORI shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

2.3.5.1.3 If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph 2.3.5.1.1 of this section, the Contracts Department will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracts Department determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracts Department determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracts Department will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph 2.3.5.1.1 until final resolution of the matter either by the Contracts Department's determination becoming final (in which instance PCORI will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

2.3.5.2 Except to the extent PCORI's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph 2.3.5 of this section from bringing a claim that may arise as the result of PCORI removing or ignoring authorized markings on data delivered under this contract.

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- 2.3.6 Omitted or incorrect markings.
- 2.3.6.1 Data delivered to PCORI without any restrictive markings shall be deemed to have been furnished with unlimited rights. PCORI is not liable for the disclosure, use, or reproduction of such data.
- 2.3.6.2 If the unmarked data has not been disclosed without restriction outside PCORI, the Contractor may request, within 6 months (or a longer time approved by the Contracts Department in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
- 2.3.6.2.1 Identifies the data to which the omitted notice is to be applied;
- 2.3.6.2.2 Demonstrates that the omission of the notice was inadvertent;
- 2.3.6.2.3 Establishes that the proposed notice is authorized; and
- 2.3.6.2.4 Acknowledges that PCORI has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- 2.3.6.3 If data has been marked with an incorrect notice, the Contracts Department may—
- 2.3.6.3.1 Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- 2.3.6.3.2 Correct any incorrect notices.
- 2.3.7 Protection of limited rights data and restricted computer software.
- 2.3.7.1 The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs 2.1.1, 2.1.2 and 2.1.3 of this section. As a condition to this withholding, the Contractor shall—
- 2.3.7.1.1 Identify the data being withheld; and
- 2.3.7.1.2 Furnish form, fit, and function data instead.
- 2.3.7.2 Limited rights data that are formatted as a computer database for delivery to PCORI shall be treated as limited rights data and not restricted computer software.
- 2.3.8 Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to PCORI under this contract. If a subcontractor refuses to accept terms affording PCORI those rights, the Contractor shall promptly notify the Contracts Department of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracts Department.
- 2.3.9 Relationship to patents or other rights. Nothing contained in this section shall imply a license to PCORI under any patent or be construed as affecting the scope of any license or other right otherwise granted to PCORI.
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LIMITED RIGHTS NOTICE (Optional)

These data are submitted with limited rights under Contract No. _____ and, if applicable, Subcontract No. _____. These data may be reproduced and used by the Company and PCORI with the express limitation that they will not, without written permission of the Seller, be used for purposes of manufacture nor disclosed outside the Company or PCORI; except that the Company and PCORI may disclose these data outside the Company and PCORI for the following purposes, if any; provided that the Company or PCORI makes such disclosure subject to prohibition against further use and disclosure:

- a) Use (except for manufacture) by support service contractors or subcontractors.
- b) Evaluation by PCORI contracted evaluators.
- c) Use (except for manufacture) by other contractors or subcontractors participating in PCORI's program of which the specific subcontract is a part.
- d) Emergency repair or overhaul work.

This Notice shall be marked on any reproduction of these data, in whole or in part.: