Issued Date: **October 25, 2012** **OREGON TRAVEL INFORMATION COUNCIL**

INVITATION TO SUBMIT
REQUESTS FOR QUOTATIONS (RFQs)

RFQ NO.:	**Baker Valley 2013**	*CLOSING DATE:*	**November 15, 2012**	*TIME:*	**3:00 PM PDST**
DESCRIPTION:	**Baker Valley Rest Area Landscaping Services (I-84, MP 295)**				
ADMINISTRATOR:	**Jason Nash,** **RA Operations Manager**	*PHONE:*	**503.877-0035**	*FAX:*	**503.378.6282**
		E-MAIL:	**jason@oregonte.com**		
PRE RFQ CONFERENCE:	**Yes**				
Voluntary		*DATE:*	**November 6, 2012**	*TIME:*	**11:30 AM PST**
LOCATION:	**Baker Valley Rest Area I-84, MP 295**				

Original signatures are required, so faxed or emailed RFQS WILL NOT BE ACCEPTED

RFQS will be received until the RFQ CLOSING DATE and TIME noted above by the TIC OFFICE at:

TRAVEL INFORMATION COUNCIL
1500 Liberty St. SE, Suite 150
SALEM, OREGON 97302

SINGLE POINT OF CONTACT: There will be only one point of contact for this Invitation to RFQ. The contact point is the TIC Office, and the contact person is the Administrator listed above, unless otherwise stated in Section 5 "Special Terms and Conditions". Any questions or issues that may arise regarding the Specifications, the RFQ process, or the award process shall be directed to the Administrator listed above. TIC's official response to any questions or requests will be through direct letters or the addendum process.

FOR MORE INFORMATION please refer to Section 3 "Instructions to Contractors".

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"X" INDICATES PAGES TO BE COMPLETED AND RETURNED WITH RFQ RESPONSE*

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SCHEDULE OF EVENTS

RFQ Issue/Release: October 25, 2012

Closing Date November 15, 2012

Contract Start Date: January 1, 2013

Note: All dates listed are subject to change.

SECTION 1 - DEFINITIONS

In addition to any terms that may be defined elsewhere in this RFQ, the following terms as defined shall apply:

1.1 **"*Addendum*" or "*Addenda*"** means an addition or deletion to, a material change in, or clarification of, the RFQ. Addendum or Addenda shall be labeled as such and shall be made available to all interested Contractors in accordance with section **3.1 OBTAINING RFQ DOCUMENTS.**

1.2 **"*Agency*"** means the State agency Oregon Travel Information Council (TIC).

1.3 **"*RFQ*"** means a written competitive offer, binding on the Contractor and submitted in response to an RFQ, including all necessary attachments.

1.4 **"*RFQ Closing*"** means the date and time set in the RFQ for RFQ submission, after which RFQs may not be submitted, modified, or withdrawn by Contractor.

1.5 **"*RFQ Item*" and "*Pay Item*"** are synonymous and mean a specific unit of Work for which the Contractor has submitted a unit price in **Section 8 RFQ Proposal Form** of the RFQ, and upon Contract award, a price is provided in the Contract.

1.6 **"*Contractor*"** means the person or organization that submits a RFQ in response to an RFQ.

1.7 ***"RFQ Price"*** means the total RFQ amount, including any approved alternates.

1.8 **"*Contract*"** means the entire Written agreement, resulting from the RFQ, that sets forth the rights and obligations of the parties, between the Contractor and TIC, comprised of the RFQ, the accepted RFQ, and any terms and conditions contained in any exhibits, schedules, and other attachments to and any amendments of any of the above.

1.9 ***"Contract Price"*** The total of the awarded RFQ or Proposal amount, including any approved alternates, and any fully executed change orders or amendments.

1.10 **"*Contractor*"** means the person or organization with whom TIC enters into a Contract for the benefit of TIC, setting prices, terms and conditions for the Services to be provided pursuant to this RFQ.

1.11 ***"Days"*** means calendar days unless otherwise specified.

1.12 ***"Descriptive Literature"*** means the Contractors materials submitted with their RFQ to provide information concerning the products or services available in response to the Solicitation Document.

1.13 ***"Entity"*** means a natural person capable of being legally bound, sole proprietorship, corporation, partnership, limited liability company or partnership, limited-partnership, profit or nonprofit unincorporated association, business trust, two or more persons having a joint or common economic interest, or any other person with legal capacity to contract, or a government or governmental subdivision.

1.14 ***"Facsimile"*** means a document that has been transmitted to and received by TIC in a format that is capable of being received via a device commonly known as a facsimile machine (e.g. a Facsimile RFQ). A facsimile machine allows hard copy documents (written, typed or drawn material) to be sent over telephone lines and printed in another location.

1.15 **"*Invitation to RFQ*" or "*RFQ*"** means the entire solicitation document, including all parts, sections, exhibits, attachments, Addenda, and matter incorporated by reference.

1.16 **"*Notice to Proceed*"** means the official written notice from TIC indicating that all initial Contract requirements, including the Contract and certificates of insurance, have been fully executed and submitted in a suitable form and that the Contractor may proceed with the Work defined in the Contract Documents.

1.17 "***OAR***" means Oregon Administrative Rules.

1.18 "***ORS***" means the Oregon Revised Statutes.

1.19 **"*TIC*"** means the Oregon Travel Information Council.

1.20 "***TIC Office***" means the Office Oregon Travel Information Council at the location noted on Page 1 of the RFQ.

1.21 ***"Offer"*** means a RFQ or Proposal as applicable.

1.22 ***"Offeror"*** means a Contractor or Proposer as applicable.

1.23 ***"Responsible Contractor"*** means an Entity that has met the following standards of responsibility:

(a) Appropriate financial, material, equipment, facility and personnel resources and expertise, or ability to obtain the resources and expertise, necessary to meet all contractual responsibilities;
(b) A satisfactory record of performance.
(c) A satisfactory record of integrity.
(d) Qualified legally to contract with the contracting agency;
(e) Supplied all necessary information in connection with the inquiry concerning responsibility. If a Contractor fails to promptly supply information requested by TIC concerning responsibility, TIC shall base the determination of responsibility upon any available information or may find the Contractor non-responsible.

1.24 ***"Responsive RFQ"*** means an Offer that substantially complies with applicable solicitation procedures and requirements of the Solicitation Document.

1.25 "***Services***" means all work required to be performed by Contractor under the Contract.

1.26 ***"Solicitation Document"*** means the Invitation to RFQ and includes all documents incorporated by reference.

1.28 ***"Specifications"*** or ***"Statement of Work"*** means any description of the physical or functional characteristics, or of the nature of a supply, service or construction item, including any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery and the quantities or qualities of materials to be furnished under the Contract. Specifications generally will state the result to be obtained and may, on occasion, describe the method and manner of doing the Work to be performed.

1.29 **"*State*"** means the State of Oregon acting by and through the Oregon Travel Information Council.

1.30 **"*Work*"** means the furnishing of all materials, equipment, labor, and incidentals necessary to successfully complete any individual RFQ Item or the entire Contract, and the carrying out of all duties and obligations imposed by the Contract.

1.31 ***"Written"*** or ***"Writing"*** Conventional paper documents, either manuscript or printed, in contrast to spoken words. It also covers electronic transmissions or facsimile documents when permitted by the RFQ or Contract.

SECTION 2 - INTRODUCTION

This Section is included to familiarize potential Contractors with the overall scope of the anticipated, the selection criteria, and the method of award. Refer to detailed Sections identified in the TABLE OF CONTENTS, for complete information.

2.1 Purpose of Solicitation: This is an Invitation to submit a RFQ to provide Landscape Services at Baker Valley Rest Area on I-84 MP 295. The initial term of this Contract shall be one (1) year with extension options of up to four (4) additional years. The maximum term of this Contract shall be five (5) years.

2.2 A VOLUNTARY PRE-RFQ CONFERENCE IS SCHEDULED FOR THIS INVITATION TO RFQ. Contractors are strongly encouraged to attend the voluntary pre-RFQ conference, but RFQs will be accepted from Contractors who do not attend.

Statements Not Binding: Statements made by the TIC Representative at the pre-RFQ conference do not change the RFQ document unless TIC Office confirms such statements with a written Addendum to the RFQ documents.

2.3 METHOD OF RFQ: Contractors are required to provide pricing, in US funds, for each of the RFQ Items listed on the RFQ for the Services they propose to furnish. Failure to do so may result in RFQ rejection. Contractors must enter responses for all information requested for the RFQ Items listed in **Section 8 RFQ Proposal Form** in the proper columns/spaces provided. Failure to do so may result in RFQ rejection.

2.4 METHOD OF AWARD: Award of Contract will be made to the contractor receiving the highest point totals based on the scoring of their qualifications and experience (100 points), having appropriate business resources to meet all contractual responsibilities (50 points), and their cost quotation (50 points). TIC reserves the right to withdraw any item(s) from award if it is in the best interest of TIC. TIC reserves the right to reject any and all RFQs.

2.5 ESTIMATE OF PURCHASES: It is estimated that the quantities indicated in **Section 8 RFQ Proposal Form** will be purchased on this RFQ. These figures are intended to serve only as a guide to Contractors, and are not to be construed as a guarantee. All quantities are estimated, and are for RFQ purposes only. TIC reserves the right to adjust quantities, add or delete, as needed.

2.6 CONTRACTOR QUALIFICATIONS AND REFERENCES: A ***Contractor Qualifications and Reference Form*** is provided in **Section 7** of this Invitation to RFQ. Contractors shall complete this form and return it with their RFQ. Failure to provide complete accurate information may be cause for RFQ rejection.

2.6.1 Contractors shall provide customer references who can be contacted regarding the quality of workmanship and service provided to current and past customers. RFQs will be accepted only from Contractors who have sufficient qualifications and experience that are similar in nature and scope to those called for in this RFQ and meet the requirements stated in this RFQ.

2.6.2 Contractors shall submit with their RFQ, three (3) current (within the last three years) customer references in which the Contractor provides services that are similar in nature and scope to the Services called for in this RFQ. Contractor shall include the following information on each reference: Names, addresses, telephone and fax numbers, and contact persons for Contractor's top three customers (in terms of the number of units serviced) as qualified below. Only three references may be submitted for consideration.

2.6.3 Failure to provide all information requested may be cause for RFQ rejection.

2.6.4 TIC reserves the right to investigate any customer references, whether or not furnished by the Contractor, and past performance of any Contractor in respect to its successful performance of similar projects, compliance with Specifications and contractual obligations, its completion or delivery of a product or Service on schedule, and its lawful payment of suppliers, subcontractors, and employees.

2.6.5 TIC may postpone the award or execution of the Contract after the announcement of the apparent successful Contractor in order to complete its investigation. TIC may reject a RFQ if, in the opinion of TIC, overall references' responses indicate inadequate performance or that the Services rendered did not equal or exceed the level and support as referenced throughout this document.

2.6.6 TIC will select and diligently attempt to contact each of the references provided by the low Contractor. If TIC is unable to contact any of the references, the Contractor will receive zero points for each reference they are unable to reach.

2.6.7 Each reference contacted will be asked the same questions regarding products and Services, including but not limited to (1) quality of services; (2) on-time delivery of services, (3) responsiveness to reported problems, including orders and billing; (4) how well the contractor met the terms of the Contract; and (5) whether the reference would choose to purchase from the Contractor again. For the first four questions, the reference will be asked to rate Contractor's performance on a scale of 1 to 5. For questions(1) through (4), 5 points will be awarded for a response of "very satisfied"; 4 points will be awarded for a response of "satisfied"; 3 points for "adequate", 2 points for "marginal", and no points for anything less. For the last question, no points will be added; however, a negative response may result in a negative five rating.

2.6.8 Only Contractors with an average score of 16 or more from all references will be eligible for consideration; less than 16 will be determined to not be a responsible Contractor and will be rejected.

SECTION 3 - INSTRUCTIONS TO CONTRACTORS:

3.1 OBTAINING RFQ COCUMENTS: All RFQ documents and Addenda will be posted on TICs website www.ortravelexperience.com

3.2 RFQ FORMAT:

3.2.1 SIGNATURE REQUIRED; CONTRACTOR AFFIRMATIONS: RFQs must be signed in ink by the authorized representative of the Contractor. Contractor's signature and submission of a signed RFQ in response to the RFQ constitutes Contractor's affirmation that:

3.2.1.a Contractor has completely read and understands all of the provisions of the particular RFQ.

3.2.1.b The RFQ submitted is in response to the specific language contained in the RFQ, and Contractor has made no assumptions based upon either (1) verbal or written statements not contained in the RFQ, or (2) any previously issued RFQ, if any.

3.2.1.c The RFQ was prepared independently from all other Contractors, and without collusion, fraud, or other dishonesty.

3.2.1.d TIC shall not be liable for any claims or be subject to any defenses asserted by Contractor based upon, resulting from, or related to, Contractor's failure to comprehend all requirements of the RFQ, including site conditions.

3.2.1.e TIC will not be liable for any expenses incurred by Contractor in preparing and submitting its RFQ or in participating in the RFQ evaluation/selection process.

3.2.1.f Contractor accepts and agrees to be bound by the terms and conditions of the Contract, and to provide all Services ordered by TIC under the Contract.

3.2.2 INFORMATION TO BE SUBMITTED WITH THE OFFER: The items listed below in this section shall be submitted or the Offer shall be found to be non-responsive.

The following shall be submitted prior to Closing:

SECTION 7	CONTRACTOR QUALIFICATIONS AND REFERENCE FORM
SECTION 8	RFQ PROPOSAL FORM
SECTION 9	CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS
SECTION 10	CERTIFICATION OF COMPLIANCE WITH TAX LAWS
SECTION 11	RESPONSIBILITY
SECTION 12	SIGNATURE OF OFFEROR'S DULY AUTHORIZED REPRESENTATIVE
SECTION 13	CONTRACT AS A RESULT OF INVITATION TO RFQ
EXHIBIT A	RESERVED

3.3 IN WRITING: RFQs and pricing information shall be typewritten or prepared in ink and shall be submitted on the form provided in the Invitation to RFQ. No oral, telegraphic, telephone, emailed, or facsimile RFQs shall be accepted.

3.4 FORM TO BE USED: Required information shall be submitted on the forms specified in the RFQ. Any information Contractor submits that is not required to be included on forms prescribed by TIC shall be formatted in the order called for in the RFQ and submitted on Contractor's letterhead.

3.5 RFQ CONTENTS:

3.5.1 INFORMATION TO BE INCLUDED; ATTACHMENTS: All RFQ copies shall be complete in all respects, including necessary signatures, certifications, documentation, responses on pricing and Specification pages, and any other required information. All necessary attachments Residency Statement, references, descriptive literature, manufacturers' warranties, etc., if required) must be submitted with the RFQ in the required format.

3.5.2 JOINT VENTURES/PARTNERSHIPS: Partnerships and joint ventures shall supply, with RFQ submission, the name of the contact person for the partnership or joint venture. Prior to award, joint ventures and partnerships submitting RFQs must provide a copy of the joint venture agreement or partnership agreement evidencing authority to RFQ and to enter into the resulting Contract that may be awarded, together with corporate resolutions (if

applicable) evidencing corporate authority to participate as a joint venturer or partner. A contact person must also be designated for purposes of receiving all notices and communications under the Contract. All partners and joint venturers will be required to sign the Contract awarded.

3.5.3 SUBSTANTIAL COMPLIANCE REQUIRED: Incomplete RFQs (not in substantial compliance with RFQ requirements) cannot be considered, and cannot be supplemented by submissions delivered after RFQ Closing. However, TIC may waive minor informalities and irregularities, and may seek clarification of any response that, in its sole discretion, it deems necessary or advisable.

3.5.4 TRADE SECRETS: This Invitation to RFQ, together with copies of all documents pertaining to the award of the Contract, shall be kept by TIC and made a part of a file or record that shall be open for public inspection. The Oregon Public Records Law exempts from disclosures only bona fide trade secrets, and the exemption from disclosure applies only "unless the public interest requires disclosure in the particular instance" ORS 192.501(2). Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

3.5.4.a Any information Contractor submits in response to the RFQ that Contractor considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Contractor wishes to protect from public disclosure, must be clearly labeled with the following "***This information constitutes a trade secret under ORS 192.501(2) or confidential proprietary information, and is not to be disclosed except in accordance with Oregon Public Records Law, ORS Chapter 192"***. Contractors are cautioned that price information submitted in response to an RFQ is generally not considered a trade secret under the Oregon Public Records Law. Further, information submitted by Contractor that is already in the public domain is not protected. TIC shall not be liable for disclosure or release of information when authorized or required by law or court order to do so. TIC shall also be immune from liability for disclosure or release of information under the circumstances set out in ORS 646.473(3).

3.5.5 DISCLOSURE OF CONFLICT OF INTEREST: All Contractors shall disclose, on the Invitation to RFQ, any relationship to the manager or person in charge of evaluating the contract performance. Failure to disclose such information may be grounds for termination of the contract.

3.5.6 COMMENCEMENT OF WORK: Contractor shall commence no work under this Contract until all certificates of insurance, as required in **Section 6**, have been provided and a Notice to Proceed has been issued by TIC.

3.5.7 PAYMENT: RFQs that require payment in less than thirty (30) days after receipt of invoice or project completion, whichever is later, may be rejected.

3.5.8 INSURANCE REQUIREMENTS SPECIAL NOTE: In the event that a Contractor would be awarded a contract, and in order to expedite the award process, Contractors are strongly encouraged to submit with their RFQ response the required proofs of insurance.

3.6 RESERVED:

3.7 RFQ SUBMITTAL:

3.7.1 NUMBER OF COPIES: Sealed RFQs, containing a minimum of one (1) original signed RFQ response including any Addenda which require signature, shall be received and date and time-stamped by the TIC Office prior to RFQ Closing. No RFQ received after RFQ Closing date and time shall be considered. To ensure that RFQs receive priority treatment, RFQs should be labeled with the following information:

RFQ #, RFQ DUE DATE & TIME: MM/DD/YY XX: XX

TIC is not responsible for the proper identification and handling of any RFQ not submitted in a timely manner.

3.7.2 SIGNATURE ON RFQ: RFQs shall be signed in ink by an authorized representative of the Contractor. Signature on a RFQ certifies that the RFQ is made without connection with any person, firm or corporation making a RFQ for the same goods and Services and is in all respects fair and made without collusion or fraud. Signature on a RFQ also certifies that the Contractor has read, fully understands and agrees with all RFQ Specifications, terms and conditions. No consideration will be given to any claim resulting from RFQing without fully comprehending all requirements of the Invitation to RFQ.

Contractors shall only enter information within the RFQ document where it is requested or required. Contractors shall not make any alterations to the Original Solicitation Document. Any RFQ that has been altered may be rejected.

3.7.3 RFQ WITHDRAWALS: RFQs may be withdrawn in writing on company letterhead signed by an Authorized Representative and received by the TIC Office prior to RFQ Closing. RFQs may also be withdrawn in person before RFQ Closing upon presentation of appropriate identification and evidence of authorization to act for Contractor. RFQ withdrawals must be labeled as such and include the RFQ number.

3.8 REJECTION OF RFQS:

3.8.1 REJECTION OF ALL RFQS: TIC may reject all RFQs in any or all award categories for good cause upon its finding that it is in the public interest to do so.

3.9 RFQ EVALUATION CRITERIA: RFQs will be evaluated according to the following criteria:

3.9.1 RESPONSIVENESS: To be considered responsive, the RFQ must substantially comply with all requirements of the RFQ. In making such evaluation, TIC may waive minor informalities and irregularities.

3.9.2 RESPONSIBILITY: Prior to award of a Contract, TIC may investigate Contractor and request information in addition to that already required in the RFQ, when TIC, in its sole discretion, considers it necessary or advisable in order to evaluate whether the Contractor meets the applicable standards for responsibility.

3.10 PROCESSING OF RFQS: Neither the release of a RFQ bond (if applicable), the return of a RFQ, nor acknowledgement that the selection process is complete, shall operate as a representation by TIC that any RFQ submitted was complete, sufficient, or lawful in any respect.

3.11 WITHDRAWAL BY TIC OF PARTICULAR RFQ ITEMS PRIOR TO AWARD: TIC reserves the right to delete particular RFQ items or award categories. The deletion of one or more RFQ items or award categories will not affect the method of award.

3.12 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCESSFUL CONTRACTOR: The apparent successful Contractor shall provide all required proofs of insurance to TIC within seven (7) calendar days of notification of intent to award. Failure to present the required documents within the seven (7) calendar-day period may result in RFQ rejection. Contractors are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFQ prior to RFQ submission.

3.13 FOREIGN CONTRACTOR: If Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide the Oregon Department of Revenue and the Secretary of State, Corporation Division, all information required by those agencies relative to this Contract. Contractor shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

SECTION 4 - STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

4.1 HEADINGS: The section headings in this Contract are included for convenience only; they do not give full notice of any portion of the terms of this Contract and are not relevant to the interpretation of any provision of the Contract.

4.2 ORDER OF PRECEDENCE: The printed terms and conditions set out in this **Section 4** are the Standard Terms and Conditions for TIC service Contracts. TIC may also provide Special Contract Terms and Conditions which apply only to the Contract. Whenever possible, all terms and conditions are to be harmonized. In the event of a conflict between the Standard and Special Contract Terms and Conditions, the Special Contract Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict,

4.2.1 the Special Contract Terms and Conditions,

4.2.2 these Standard Contract Terms and Conditions,

4.2.3 the remaining portions of the Invitation to RFQ, and

4.2.4 the RFQ will be interpreted in the forgoing order of precedence.

By signing the Contract, Contractor agrees that, in the event of conflict, all the conditions of this Contract supersede all preprinted terms and conditions on any forms used by the Contractor.

4.3 NOTICES: All notices required under the Contract shall be in writing and addressed to the party's authorized representative. For TIC, the authorized representative is the Single Point of Contact identified on page one of the RFQ. Contractor's authorized representative shall be the individual identified as such in the RFQ. Mailed notices shall be deemed given five (5) calendar days after post marked, when deposited, properly addressed and prepaid, into the U.S. postal service. Faxed notices shall be deemed given upon electronic confirmation of successful transmission to the designated fax number.

4.4 MERGER; AMENDMENT; WAIVER: This Contract constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. No waiver, consent, amendment or change of terms shall bind either party unless in writing and signed by TIC and Contractor, and any Oregon Department of Justice approval has been obtained. The failure of TIC to enforce any provision of the Contract shall not constitute a waiver or relinquishment by TIC of the right to such performance in the future not of the right to enforce that or any other provision of this Contract.

4.5 INDEPENDENT STATUS OF CONTRACTOR: The parties act in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Specifically, and not in limitation of the foregoing, neither Contractor, its affiliates, officers, employees nor agents are or shall be construed to be officers, employees or agents of the State of Oregon for purposes of Oregon Tort Claims Act, ORS 30.260 to 30.300.

4.6 NO THIRD PARTY BENEFICIARIES: TIC and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.

4.7 ASSIGNMENT/SUBCONTRACT/SUCCESSORS: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of TIC. No such written approval shall relieve Contractor of any obligations under this Contract, and any transferee or subcontractor shall be considered the agent of Contractor. Contractor shall remain liable to TIC under the Contract as if no such transfer or subcontract had occurred. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and permitted assigns.

4.8 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION: This Contract shall be governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding (collectively "the claim") between TIC (or any other agency or department of the State of Oregon) and Contractor that arises from or relates to this contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, than it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURT.

4.9 COMPLIANCE WITH APPLICABLE LAW AND STANDARDS: Contractor shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract. Without limiting the generality of the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Contract: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (II) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (III) the Americans with Disabilities Act of 1990, as amended; (IV) Executive Order 111246, as amended; (V) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (VI) The Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; (VII) ORS Chapter 659, as amended; (VIII) all regulations and administrative rules established pursuant to the foregoing laws; and (IX) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Contract and required by law to be so incorporated.

4.9.1 In the event of conflict between the Specifications/Statement of Work and applicable federal or state laws, the federal and state laws shall prevail. Provided, however, in the event of any conflict is based solely upon minimum standards, such as quality or safety, the higher or more stringent standard shall apply. Contractor shall be responsible for making any modifications required to achieve compliance with the required laws and standards. Contractor shall notify TIC of any such required modifications upon receipt of knowledge or notifications of such.

4.10 NONDISCRIMINATION: Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

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

4.12 INDEMNIFICATION: Contractor shall defend, save, hold harmless, and indemnify the State of Oregon and its agencies and their officers, employees and agents from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this contract. As a condition to Contractor's indemnification obligations under this

Section 4.12, TIC shall provide Contractor with prompt written notice of any claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement of the claim, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that it determines that Contractor is prohibited from defending the State of Oregon, Contractor is not adequately defending the State of Oregon's interests, and important governmental principle is at issue or it is in the best interests of the State of Oregon to do so.

4.13 FORCE MAJEURE: Neither TIC nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, war, or any other cause which is beyond the party's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the Contract. TIC may terminate the Contract upon written notice after reasonably determining that such delay or default will likely prevent successful performance of the Contract.

4.14 RESERVED

4.15 FUNDS AVAILABLE AND AUTHORIZED; PAYMENTS: Contractor shall not be compensated for Services performed under the Contract by any other State agency or department. TIC has sufficient funds available and authorized within its biennial budget established pursuant to ORS 377.840. Contractor understands and agrees that TIC's payment of amounts under the Contract attributable to Services performed after the last day of the current biennium is contingent on TIC receiving program revenues and, as a result of its budget process, expenditure authority sufficient to allow TIC, in the exercise of its administrative discretion, to continue to make payments under the Contract

4.15.1 TIC will only pay for completed Services that are accepted by TIC.

4.16 NON-APPROPRIATION: If TIC is not allotted funds for the next succeeding fiscal period, or expenditure authority lawfully available and necessary to it for such purposes to continue payment for the Services covered under the Contract, TIC may, at its discretion, terminate the Contract, without penalty, at the end of the current fiscal period for which funds have been allotted.

Such termination shall not constitute an event of default under any other provision of this Contract, but TIC shall be obligated to pay any charges incurred through the end of such fiscal period.

These provisions shall not authorize TIC to terminate this Contract in order to acquire functionally equivalent Services from a third party.

4.17 CONTRACTOR WARRANTIES:

4.17.1 AUTHORITY; BINDING OBLIGATION: Contractor represents that Contractor has the power and authority to enter into and perform the Contract and that the Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms.

4.17.2 WARRANTY ON MATERIALS, MANUFACTURE: Contractor warrants that all materials provided under the Contract shall be free from defects in materials and manufacture and shall meet the requirements of the Specifications/Statement of Work under the Contract.

4.17.3 WARRANTY ON SERVICE STANDARDS: Contractor warrants that all services provided under the Contract shall be performed in a good and workmanlike manner, and in accordance with the highest applicable professional and/or industry standards.

4.17.4 WARRANTY OF TITLE: Contractor warrants that all materials delivered under the Contract is free and clear of liens and encumbrances, that Contractor has full legal title to the materials and that no other person has any right, title or interest in the material which shall be superior

4.18 PAYMENT OF CONTRACTOR'S OBLIGATIONS: Contractor agrees to make payment promptly, as due, to all persons furnishing services, equipment or supplies to Contractor for the performance of work under this contract. If Contractor fails, neglects or refuses to pay such claims as they become due, the proper officer(s) representing TIC, after ascertaining that the claims are just, due and payable, may pay the claims and charge the amount of the payment against funds due or to become due Contractor under this contract. The payment of claims in this manner shall not relieve Contractor with respect to any unpaid claims.

4.19 TAXES - FEDERAL, STATE AND LOCAL: Contractor shall be exclusively responsible for any taxes coming due as a result of this Contract, whether federal, state or local. It is agreed that the Contractor has anticipated these taxes and included them in the RFQ.

4.20 PAYMENT FOR MEDICAL CARE: Contractor agrees to make payment promptly, as due, to any person, copartnership, association or corporation furnishing medical, surgical, hospital or other needed medical care to Contractor's employees. Such payment shall be made from all sums which Contractor has agreed to pay for such services and from all sums which Contractor has collected or deducted from the wage of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

4.21 SAFETY AND HEALTH REQUIREMENTS: Goods and services provided under this contract shall comply with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor shall take every precaution to instruct employees about and otherwise safeguard them against any possible injuries associated with chemicals or equipment as well as other potential hazards within the facility.

4.22 HAZARD COMMUNICATION: Products which contain hazardous chemicals, as defined by Oregon Administrative Rules Chapter 437, must be labeled, tagged or marked with the following information:

4.22.1 Identity of the hazardous chemical(s);

4.22.2 Appropriate hazard warning; and

4.22.3 Name and address of the chemical manufacturer, importer or other responsible party.

The Contractor shall keep Material Safety Data Sheets (MSDS) on file at the location where such chemicals are stored, as required by OAR 437-002-0360 (adopting by reference 29 CFR 1910), for the products listed above.

4.23 CONTRACTOR PERSONNEL: Contractor shall exercise due care to choose and manage its personnel and ensure that permitted subcontractors choose and manage their personnel so that only suitably responsible, professionally competent, and disciplined representatives shall be operating in TIC area, many of which have sensitive and critical activities.

4.24 PERFORMANCE: Contractor shall perform all services required by this contract within the time specified in this contract, including extensions. All services shall be performed in a professional manner, and in accordance with industry standards.

Unless the means or methods of performing a task are specified elsewhere in this contract, Contractor shall employ methods that are generally accepted and used by the industry. Failure to meet the performance requirements of this contract shall constitute breach of contract. TIC, by written notice to Contractor, may cancel the whole or any part of this contract:

4.24.1 If Contractor fails to provide the services required by this contract within the time specified, or fails to perform any other provision of this contract; and

4.24.2 If Contractor, after receipt of written notice from TIC, fails to correct such failures within the number of days specified in the written notice.

The rights and remedies of TIC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4.25 TIME IS OF THE ESSENCE: Contractor agrees that time is of the essence in Contractor's performance of its obligations under the Contract.

4.26 RESERVED

4.27 SECURITY OF DOCUMENTS AND PROPERTY: All State property, materials and documents and all personal property of State employees are to be left undisturbed and are not to be handled, read or otherwise used by Contractor or Contractor's employees. Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of State property by Contractor or Contractor's employees shall be cause for immediate contract cancellation. Any liability, including but not limited to, attorney fees, arising from any action or suit brought against TIC because of Contractor's willful or negligent release of information, documents or property shall be borne by Contractor.

4.28 ACCESS TO RECORDS: Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and shall maintain any other records relating to this Contract in such a manner as to clearly document Contractor's performance hereunder. The State and its agencies, the Secretary of State Audits Division and their duly authorized representatives shall have access to such fiscal records and to all other books, documents, papers, plans and writings of Contractor which relate to this contract, to perform examination and audits and to make excerpts and transcripts. To the extent provided by law, the federal government shall be entitled to the same access as the State. Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of six (6) years, or such longer period as may be required by applicable law following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.

4.29 EVENTS OF DEFAULT:

4.29.1 DEFAULT BY CONTRACTOR: Contractor shall be in default under this Contract if:

4.29.1.a Contractor institutes or has instituted against it, insolvency, receivership or bankruptcy proceedings, makes an assignment for the benefit of creditors, or ceases doing business on a regular basis; or

4.29.1.b Contractor no longer holds a license or certificate that is required for Contractor to perform services under the Contract and Contractor has not obtained such license or certificate within ten (10) business days after delivery of TIC's notice or such longer period as TIC may specify in such notice; or

4.29.1.c Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform Services under the Contract in conformance with the specifications and warranties provided herein, fails to perform services within the time specifically established for such performance or such cure in this Contract or any extension thereof, or so fails to perform services as to endanger Contractor's performance under this Contract in accordance with its terms and such breach, default or failure is not cured within ten (10) business days after deliver of TIC's notice or such longer period as TIC may specify in such notice.

4.29.2 DEFAULT BY TIC: TIC shall be in default under this Contract if:

4.29.2.a TIC fails to pay Contractor any amount pursuant to the terms of this Contract, and TIC fails to cure such failure within forty-five (45) days after delivery of Contractors notice or such longer period as Contractor may specify in such notice; or

4.29.2.b TIC commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and TIC fails to cure such failure within forty-five (45) days after delivery of Contractors notice or such longer period as Contractor may specify in such notice.

4.30 REMEDIES FOR DEFAULT:

4.30.1 TIC'S REMEDIES: In the event Contractor is in default under **Section 4.29.1**, TIC may, at its option, pursue any or all of the remedies available to it under this Contract and at law or in equity, including but not limited to:

4.30.1.a Termination of this Contract under **Section 4.31.2**; upon which Contractor shall be obligated to refund all payments made.

4.30.1.b Withholding all monies due for Work or related Services that Contractor is obligated but has failed to deliver or perform within any scheduled completion dates or has performed inadequately or defectively;

4.30.1.c Initiation of any action or proceeding for damages, specific performance, declarative or injunctive relief;

4.30.1.d Exercise of its right to setoff.

These remedies are cumulative to the extent the remedies are not inconsistent, and TIC may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever. If it is determined for any reason that Contractor was not in default under **Section 4.29.1**, the rights and obligations of the parties shall be the same as if this Contract was terminated pursuant to **Section 4.31.1.**

4.30.2 CONTRACTOR'S REMEDIES: In the event TIC terminated the Contract for convenience under **Section 4.31.1**, or in the event TIC is in default under **Section 4.29.2** and whether or not Contractor elects to exercise its right to terminate the Contract under **Section 4.31.3**, Contractor's sole monetary remedy shall be (a) with respect to services compensable on an hourly basis, a claim for unpaid invoices, hours worked but not yet billed. If previous amounts paid to Contractor exceed the amount due to Contractor under this **Section 4.30.2**, Contractor shall pay any excess to TIC upon written demand.

4.31 TERMINATION:

4.31.1 TIC'S RIGHT TO TERMINATE FOR CONVENIENCE: TIC may, at its sole discretion, terminate this Contract upon thirty (30) days prior written notice by TIC to Contractor.

4.31.2 TIC'S RIGHT TO TERMINATE FOR CAUSE: In addition to any other rights and remedies TIC may have under the Contract, TIC may terminate this Contract immediately upon written notice by TIC to Contractor, or at such later date as TIC may establish in such notice, or upon the expiration of the time period and with such notice as provided in **Section 4.31.2.d** and **4.31.2.e** below, upon the occurrence of any of the following events:

4.31.2.a TIC fails to receive funding, appropriations, limitation or other expenditure authority at levels sufficient to pay for the Services under the Contract;

4.31.2.b Federal or state laws, regulation, or guidelines are modified or interpreted in such a way that the purchase of Services under this Contract is prohibited or TIC is prohibited from paying for such Services from the planned funding source;

4.31.2.c Contractor is in default under **Section 4.29.1.a** because Contractor institutes or has instituted against it insolvency, receivership or bankruptcy proceedings, make an assignment for the benefit of creditors, or ceases doing business on a regular basis;

4.31.2.d Contractor is in default under **Section 4.29.1.b** because Contractor no longer holds a license or certificate that is required for it to perform Services under the Contract and Contractor has not obtained such license or certificate within ten (10) business days after delivery of notice from TIC or such longer period as TIC may specify in such notice; or

4.31.2.e Contractor is in default under **Section 4.29.1.c** because Contractor commits any material breach or default of any covenant, warranty, obligation or certification under this Contract, fails to perform the services or deliver other Work under the Contract in conformance with the Specifications and warranties provided herein, fails to perform Services within the time specifically established for such performance or such cure in this Contract or any extension thereof, or so fails to perform the Services as to endanger Contractor's performance under this Contract in accordance with its terms, and such breach, default or failure is not cured within ten (10) business days after delivery of TIC's notice or such longer period as TIC may specify in such notice.

4.31.3 CONTRACTOR'S RIGHT TO TERMINATE FOR CAUSE: Contractor may terminate this Contract with such written notice to TIC as provided in **Sections 4.31.3.a** and **4.31.3.b**, or at such later date as Contractor may establish such notice, upon the occurrence of the following events:

4.31.3.a TIC is in default under **Section 4.29.2.a** because TIC fails to pay Contractor any amount pursuant to the terms of this Contract, and TIC fails to cure such failure forty-five (45) days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice; or

4.31.3.b TIC is in default under **Section 4.29.2.b** because TIC commits any material breach or default of any covenant, warranty, or obligation under this Contract, fails to perform its commitments hereunder within the time specified or any extension thereof, and TIC fails to cure such failure within forty-five (45) days after delivery of Contractor's notice or such longer period as Contractor may specify in such notice.

4.32 SURVIVAL: Termination of the Contract shall not extinguish or prejudice TIC's right to enforce the warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, and remedies provisions.

4.33 LIMITATION OF LIABILITIES: Except for liability arising under or related to **Sections 4.17 CONTRACTOR WARRANTIES** or **4.12 INDEMINIFICATION** of these standard terms and conditions, neither party shall be liable for (i) any indirect, incidental, consequential or special damages under the contract or (ii) any damages of any sort arising solely from the termination of this contract in accordance with its terms.

4.34 REMEDIES: In addition to the remedies afforded elsewhere herein, TIC shall be entitled to recover for any and all damages suffered as a result of Contractor's breach of Contract, including but not limited to direct, indirect, incidental and consequential damages. TIC may also obtain any equitable remedies to which it may show itself entitled.

SECTION 5 - SPECIAL TERMS AND CONDITIONS

5.1 METHOD OF RFQ: See **Section 2.3**

5.2 METHOD OF AWARD: See **Section 2.4**

5.3 TERM OF CONTRACT/OPTION TO EXTEND: The initial term of the Contract shall be one (1) year and become effective on the date this Contract is signed by every party hereto and all necessary approvals have been obtained. Upon concurrence of the parties, the Contract may be extended for additional terms ("Extension Terms"); provided, however, that the maximum duration of the Contract, including all Extension Terms, shall not exceed five (5) years.

5.4 EXTENSIONS: TIC shall notify Contractor in writing of TIC's intent to extend the Contract ("Renewal Notice") at least thirty (30) days prior to the expiration of the then current term. If Contractor consents to the extension, it shall sign and return the Renewal Notice to TIC within the time period specified therein. If the Contractor does not consent, the Contract will expire according to its terms, unless earlier terminated.

5.5 EXTENSION TERM PRICE ADJUSTMENTS: Contractor may seek a Unit price increase reflecting increased operating and raw material costs for an extension term by submitting a written request to TIC, including all appropriate price documentation, within the period specified in the Renewal Notice. If approved, the Unit price increase shall be firm for the duration of the Extension Term. Provided, however, no more than one Unit price increase shall be allowed during any twelve-month period regardless of the number of Extension Terms entered into during that time.

5.6 ONE MONTH EXTENSION OPTION: Notwithstanding the foregoing, TIC reserves the right in its sole discretion to extend the Contract for a maximum of one (1) calendar month beyond any term. TIC shall notify Contractor in writing of the one-month extension prior to the expiration of the then current term. Consecutive one-month extensions obtained under this Section are not allowed.

5.7 RESERVED:

5.8 RESERVED:

5.9 RESERVED:

5.10 RESERVED: .

SECTION 6 - INSURANCE REQUIREMENTS

The apparent low Contractor shall provide all required proof of insurance and bonding (if required) to the TIC Office within <u>seven (7) calendar days</u> of notification of Intent to Award. Failure to present the required documents within <u>seven (7) calendar days</u> may be grounds for RFQ rejection.
The following are the minimum insurance requirements for this contract:

6.1 ☒ **Required by Agency of Contractors with one or more workers, as defined by ORS 656.027**.
All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **<u>Workers' Compensation Insurance</u>** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). **Contractor shall include these requirements in each of its subcontractor contracts.**

6.2 ☒ **Required by Agency** ☐ **Not required by Agency.**
<u>Commercial General Liability</u> insurance with a per occurrence limit, or the equivalent, of not less than ☐ $200,000, ☐ $500,000, ☒ $1,000,000, or ☐ $2,000,000 covering "bodily injury" and "property damage." Any annual aggregate limits shall not be less than ☐ $100,000, ☐ $500,000, ☐ $1,000,000, or ☐ $2,000,000. This insurance shall include personal and advertising injury liability coverage, as well as coverage for products and completed operations. This coverage may be written in combination with the Automobile Liability insurance required under this Contract (with separate limits).

6.3 ☒ **Required by Agency** ☐ **Not required by Agency.**
<u>Automobile Liability</u> insurance covering Contractor's business-related automobile use, with a combined single limit, or the equivalent, of not less than ☐ Oregon Financial Responsibility Law (ORS 806.060), ☐ $200,000, ☐ $500,000, or ☒ $1,000,000, each accident for "bodily injury" and "property damage," including coverage for all owned, non-owned, rented or hired vehicles. This coverage may be purchased by Contractor from a rental company, as appropriate, or written in combination with the Commercial General Liability insurance required under this Contract (with separate limits).

6.4 Notice of cancellation or change. There shall be no cancellation, material change (one that would adversely impact the protection of Agency provided through the insurance coverages required in this Contract), reduction of limits or intent not to renew the insurance coverage(s) without 30 calendar day's prior written notice from Contractor or its insurer(s) to the Travel Information Council (Agency).

6.5 Certificates of Insurance. As evidence of the insurance coverages required by this Contract, Contractor shall furnish acceptable insurance certificates to Travel Information Council (Agency) prior to Contract execution. Throughout the life of this Contract, Contractor shall submit updated certificates of insurance prior to the policy expiration date(s) indicated for the required coverages. If Agency has on file current certificates of insurance that meet all requirements of this Contract, and Agency provides such notification to Contractor, then submittal of certificates pursuant to this Contract will not be required.

i) [Option 1] **Blanket Coverage.** Unless otherwise approved by Agency, the certificate submitted for this Contract must not reference a specific Contract name or number with regard to any of the required liability coverages or Additional Insured Endorsement (contact the Agency's Specialist if this is not available from the insurance provider).

ii) **Additional Insureds.** The certificate must specify **"The State of Oregon, the Oregon Transportation Commission and its members, and the Travel Information Council, its officers, agents and employees"** as Additional Insureds for Automobile and General Liability. **The certificate must be submitted with the blanket Additional Insureds Endorsement page(s).**

iii) **State Acceptance.** All insurance providers are subject to State acceptance. If requested by Agency, Contractor shall either: a) provide complete copies of insurance policies, endorsements, self-insurance documents and related insurance documents to Agency; or, b) make such insurance policies, endorsements, self-insurance documents and related insurance documents available for inspection by Agency's representatives at a location in the State of Oregon that is reasonably convenient for Agency's representatives responsible for verification of the insurance coverages required under this Contract. In the event Contractor elects to have Agency representatives inspect the insurance policies, endorsements, self-insurance documents and related insurance documents, Agency representative shall be entitled to make written notes regarding the documents inspected, for the purpose of verifying the coverages required under this Contract.

iv) **Financial Responsibility.** Contractor shall be financially responsible for all pertinent deductibles, self-insured retentions and self-insurance.

6.6 ☒ **Required by Agency** ☐ **Not required by Agency.**
Tail Coverage. If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage shall be required at the completion of the Contract for a duration of: ☒ 24 months, or ☐ 12 months. If "tail" coverage is required by Agency, Contractor will be responsible for furnishing certification of "tail" coverage as described, or continuous "claims made" liability coverage, for the time period required in this Contract following Contract expiration. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of the Contract. Evidence of suitable coverage will be a condition of final payment under the Contract.

6.7 RESERVED.

SECTION 7 - CONTRACTOR QUALIFICATIONS AND REFERENCE FORM

(Note: The information on this form may be utilized by TIC to consider whether a Contractor has met the standards of responsibility. Contractor authorizes TIC to contact any person listed on this form for the purpose of investigating responsibility. Failure to provide complete information shall be grounds for RFQ rejection.)

1. CONTRACTOR INFORMATION:

a. Business Name: _____

b. Owner Name: _____

c. Business Address: _____

d. Business Phone Daytime: _____ Evening/Weekend: _____

e. Number of Employees: _____ Annual Sales $: _____

f. Date Business Established: _____

g. Insurance Agent Name: _____

h. Insurance Agent Address _____

i. Insurance Agent Phone:

2. FOR THIS PROJECT ONLY:

a. Name of Job Supervisor: _____

b. Business Phone Daytime: _____ Evening/Weekend: _____

c. Business Address:

3. COMPARABLE PROJECTS IN SIZE AND SCOPE:

a. Name of Project: _____

Address: _____

Dates: _____

b. Name of Project: _____

Address: _____

Dates: _____

c. Name of Project: _____

Address: _____

Dates: _____

4. REFERENCES:

a. Firm Name: _____

Address: _____

Name of Reference: _____

Position Title: _____

Telephone: _____

b. Firm Name: _____

Address: _____

Name of Reference: _____

Position Title: _____

Telephone: _____

c. Firm Name: _____

Address: _____

Name of Reference: _____

Position Title: _____

Telephone: _____

SECTION 8 - RFQ PROPOSAL FORM

The Contractor proposes to furnish all material, equipment and labor, and perform all work for TIC, in strict accordance with the Invitation to RFQ and specifications attached, on the basis of the lump sum or unit prices as follows:

ITEM	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL PRICE
1.	Provide Landscape Services for TIC at Baker Valley Rest Area as per the RFQ specifications: a. Services as listed in Attachment A – Statement of Services	12	MONTHS	$_____	**$_____**
2.	Additional Services Hourly (during scheduled visits)	1	HR	$_____	
3.	Call-in Services Hourly (immediate/after hours)	1	HR	$_____	
	TOTAL RFQ				**$_____**

SECTION 9 - CERTIFICATION OF COMPLIANCE WITH DISCRIMINATION LAWS

By my signature in **SECTION 12** of this RFQ, I hereby attest or affirm under penalty of perjury:

That I am authorized to act on behalf of Contractor in this matter, and to the to the best of my knowledge the Contractor has not discriminated against minority, women or emerging small business enterprises in obtaining any required subcontracts, and that the Contractor is not in violation of any Discrimination Laws.

SECTION 10 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

By my signature in **Section 12** of this RFQ, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Contractor in this matter, that I have authority and knowledge regarding the payment of taxes, and that Contractor is, to the best of my knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means a state tax imposed by ORS 401.792 to 401.816, ORS Chapters 118, 314, 316, 317, 318, 320, 321 ,323 and the elderly rental assistance program under ORS 310.630 to 310.706, and any local taxes administered by the Department of Revenue under ORS 305.620.

SECTION 11 - RESPONSIBILITY

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

TIC may postpone the award of the contract after announcement of the apparent successful Offeror in order to complete its investigation and evaluation. Failure of the apparent successful Offeror to demonstrate Responsibility shall render the Offeror non-responsible and shall constitute grounds for offer rejection.

SECTION 12 - SIGNATURE OF OFFEROR'S DULY AUTHORIZED REPRESENTATIVE

THIS OFFER MUST BE SIGNED IN INK BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

The undersigned acknowledges, attests and certifies individually and on behalf of the Offeror that:

(1) He/she is a duly authorized representative of the Offeror, has been authorized by Offeror to make all representations, attestations, and certifications contained in this RFQ/proposal document and all addenda, if any, issued, and to execute this RFQ/proposal document on behalf of Offeror;

(2) Offeror, acting through its authorized representatives, has read and understands all RFQ/proposal instructions, specifications, and terms and conditions contained in this RFQ/proposal document (including all listed attachments and addenda, if any, issued);

(3) Offeror certifies that this RFQ/proposal has been arrived at independently and has been submitted without any collusion designed to limit independent RFQing or competition.

(4) Offeror is bound by and will comply with all requirements, specifications, and terms and conditions contained in this RFQ/proposal document (including all listed attachments and addenda, if any, issued);

(5) Offeror will furnish the designated item(s) and/or service(s) in accordance with the RFQ/proposal specifications and requirements, and will comply in all respects with the terms of the resulting contract upon award.

(6) OFFEROR WILL PROVIDE/FURNISH FEDERAL EMPLOYEE IDENTIFICATION NUMBER OR SOCIAL SECURITY NUMBER WITH RFQ/PROPOSAL SUBMISSION.

Company Name: _____

Authorized Signature: _____ Title: _____

FEIN ID# or SSN# (required): _____

Contact Person (Type or Print): _____

Telephone Number: (_____)_____ Fax Number: (_____)_____

Email Address: _____

SECTION 13 - CONTRACT AS A RESULT OF INVITATION TO RFQ

THIS SECTION TO BE COMPLETED BY THE STATE OF OREGON

The State of Oregon, Travel Information Council, hereby awards a contract to the above Contractor for the item(s) and/or service(s) designated on the RFQ invitation as:

TOTAL COST $_____

_____

Issued by **Title** **Date**

_____

Authorized Signature **Title** **Date**

Contract No. _____ **Term of Contract:** _____

SECTION 14 - LICENSING REQUIREMENTS

Primary:

Landscape Contractors Board License

Secondary: (Oregon Department of Agriculture Requirements)

Commercial Public Applicators license

Endorsements:

Ornamental and Turf Herbicide

Regulatory Weed Control

Right-of-Way

SECTION 15 – SPECIFICATIONS AND STATEMENT OF SERVICES

GENERAL SPECIFICATIONS

1. BACKGROUND: Oregon Travel Information Council (TIC) has the responsibility to manage, maintain, improve, and develop many Safety Rest Areas in the State per Senate Bill 1591.

2. BILLING INFORMATION: Contractor shall submit invoices to:

   Travel Information Council
   1500 Liberty St. SE, Suite 150
   Salem, Oregon 97302

3. CONTRACTORS' CONTACT PERSON(S): Contractor shall designate one or more person(s) responsible for Contractor's work under this contract. Contractor shall provide to TIC the names, addresses and telephone numbers of such person(s) and shall keep this information current at all times. Should contact with such person(s) require long distance calls, TIC reserves the right to call collect.

   Contact Name:

   Mailing Address:
   Phone Number:
   Cell Phone:
   Fax Number:

4. TIC's CONTRACT PERSONNEL:

   Contract Administrator for this contract:

   Jason Nash, Rest Area Operations Manager
   1500 Liberty St. SE, Suite 150
   Salem, Oregon 97302
   Phone: (503) 877-0035

   For general contract services issues:

   Heather Swanson, Rest Area Administrator
   1500 Liberty St. SE, Suite 150
   Salem, Oregon 97302
   Phone: (503) 378-2178
   Fax: (503) 378-6282

5. CONTRACTOR REQUIREMENTS:

   A. Landscape service experience with a preferred minimum of three (3) years.

   B. Maintain a personnel force with adequate backup capability of providing uninterrupted service year round.

   C. Show in the RFQ reference SECTION 7 Contractor qualification and reference form; sub-section 3 comparable projects in size and scope in the RFQ of projects that Contractor has performed within the size and scope of this project.

6. CONTRACTOR PERSONNEL REQUIREMENTS: Contractor shall provide a minimum equivalent of one (1) full time or supervisory employee to perform all services specified in the attached "Service Summary."

   A. All personnel shall be properly trained by the Contractor.

   B. Contractor shall have oversight program in place to coordinate work schedules and respond to TIC requests to perform required services on site.

7. SECURITY: All TIC property, materials and documents are to be left undisturbed and are not to be handled, read or otherwise used by the Contractor or Contractor's personnel. The Contractor shall consider all documents confidential. Any disclosure of confidential information or removal of TIC property by the Contractor or Contractor's Personnel shall be cause for immediate Contract termination.

8. PERFORMANCE: Contractor shall perform all Services required within the time specified in the Contract, including extensions. Unless otherwise specified in the Contract, Contractor shall employ methods that are generally accepted and used by the industry.

9. CHANGE IN SERVICES: TIC reserves the right to increase or decrease Services during the term of the Contract. Any Contract amendment will not be binding upon the parties until fully extended and all required State approvals have been obtained.

   A. Contractor shall provide landscape services for the grounds located at the rest area.

   B. Contractor shall provide services sufficient to attain an attractive rest area that is neat, clean and healthy in appearance.

10. WORK SCHEDULE: Landscape services shall be performed on a seasonal schedule.

11. EXCEPTIONAL LANDSCAPE SERVICE: Contractor may occasionally be required to perform landscape services outside their normal work hours by adding additional people during normal work hours. Such services shall be requested by the Rest Area Supervisor on an individual basis and shall be billed separately on a monthly basis as applicable. Contractor shall specify a dollar cost per man hour for said service in the space provided on the proposal.

12. SCHEDULING: TIC reserves the right to ask for scheduling changes if such changes are deemed to be in the best interest of TIC.

13. ITEMS TO BE PROVIDED BY TIC: TIC shall provide needed training of Contractors' personnel as agreed upon before the start of the contracted services.

14. ITEMS PROVIDED BY CONTRACTOR: Contractor shall furnish all transportation, equipment, and fuel necessary to perform the services required under this contract. Failure to maintain adequate transportation or equipment shall not relieve Contractor from any responsibilities to perform the required services.

15. UNIFORM AND COMMUNICATION EQUIPMENT REQUIRED: While on duty, Contractor employees shall wear a safety vest and hat. Contractor shall supply necessary uniform to its employees, at no further expense to the State.

    A. An identification patch or tag showing name of company and "Rest Area Landscaper" shall be worn and visible to the public at all times. TIC reserves the right to inspect and approve all uniforms and equipment during the contract.

    B. Pants are required which shall cover the legs to ankles.

    C. Shirt, from point of the shoulder which shall cover the entire torso, shall be worn at all times.

16. REPORTS BY CONTRACTOR: The Contractor will submit a detailed report of work performed each month. This report may include daily check sheets, copies of inspection reports with Contractor's notes, etc. The report shall accompany each month's invoice.

17. CONTRACTOR SHALL NOTIFY THE REST AREA SUPERVISOR IMMEDIATELY IN CASE OF ANY:

    A. Acts of vandalism, graffiti, fire or other damage of any kind.

    B. Repairs needed to buildings, signs, shelters, trails, roads, parking areas, water, sewage.

    C. Existing or imminent hazards, such as dangerous trees, unsafe structures or unsafe walkway conditions.

    D. Down trees limbs that need to be moved that impede the public use of the facilities.

18. INSPECTIONS: TIC will make regular inspections of the Contractor's work. The approval of the Agency will be the basis for acceptance and monthly payments.

    A. The Agency retains the right to withhold any or all of the monthly payment due to "unacceptable" work on the monthly janitorial report.

    B. If the monthly review shows that any of the work "needs improvement" on two successive months, it shall become "unacceptable" and TIC shall issue its Notice to the Contractor for this unacceptable work.

SERVICE SUMMARY

1. Mowing:

   A. Turf areas shall be mowed to maintain a neat and trim appearance. See the schedule at the end of section B. Height of cut grass shall be determined in consultation with the Rest Area Supervisor.

   B. All curb lines shall be mowed with every scheduled mowing.

   C. Rough areas shall be mowed four times a year on a schedule determined in consultation with the Rest Area Supervisor. Rough Surface area descriptions are provided at the end of section B.

2. Trimming:

   A. Sidewalks shall be edged with a gas edger or gas string trimmer during every scheduled mowing.

   B. Grounds around shrub beds, picnic table pads and sprinkler heads shall be trimmed with a gas edger or gas string trimmer during every scheduled mowing to make all edges clean and presentable and to make all heads clear of obstructions and debris.

   C. All fence lines and areas not accessible by mower will be trimmed weekly by a gas string trimmer or other acceptable equipment to obtain a neat and groomed appearance.

3. Miscellaneous Turf Care:

   A. Turf areas shall be fertilized three times a year on a schedule determined in consultation with the Rest Area Supervisor.

   B. Weeds in turf areas shall be sprayed with herbicide using a back pack sprayer, or other appropriate size equipment for the size space to be treated on a regular basis to keep down weed population and spread through both pre-emergent and emergent care and upkeep. Herbicide upkeep will be provided with each scheduled mowing as needed.

   C. Leaves on turf areas and beds shall be removed by mulching, blowing or raking when necessary on a schedule determined in consultation with the Rest Area Supervisor and removed for proper disposal.

   D. Irrigation system winterization shall be performed by the contractor.

4. Sidewalks and Hard Surfaces:

   A. Sidewalks and picnic areas shall be cleared of debris by a blower after each mowing.

Landscape Surfaces Baker Valley:

West Bound: Mowing Rough Areas 1.5 Acres Estimated
East Bound: Mowing Rough Areas 1 Acre Estimated

West Bound: Mowing Irrigated Turf Areas 1 Acre Estimated
East Bound: Mowing Irrigated Turf Areas 4.44 Acres Estimated

Baker Valley Reynolds SRA Mowing Schedule

Month	Scheduled Mowing
January	0
February	0
March	0
April	2 weeks
May	Weekly
June	Weekly
July	Weekly
August	Weekly
September	Weekly
October	Weekly
November	0
December	0