

Issued Date: **October 23, 2017**

OREGON TRAVEL INFORMATION COUNCIL

## REQUESTS FOR QUOTATIONS (RFQs)

RFQ NO.: **French Prairie 2018-L** CLOSING DATE: **November 17, 2017** TIME: **2:00PM PDST**

DESCRIPTION: **French Prairie Rest Area Landscape Services (I-5, MP 281.6)**

ADMINISTRATOR: **Jason Nash** PHONE: **503.877-0035** FAX: **503.378.6282**  
RA Division Administrator

E-MAIL: **jasonn@oregonte.com**

PRE OFFER Yes  
CONFERENCE:

**Mandatory** DATE: **October 30, 2017** TIME: **8:30 AM PDST**

LOCATION: **French Prairie Rest Area Northbound**

**OFFERS 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

Fax: 503 378-6282  
Email: [heathers@oregonte.com](mailto:heathers@oregonte.com)

**SINGLE POINT OF CONTACT:** *There will be only one point of contact for this 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 Offerors."

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## SCHEDULE OF EVENTS

**RFQ Issue/Release:** October 23, 2017

**Closing Date** November 17, 2017

**Contract Start Date:** January 1, 2018

**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 Offerors in accordance with section 3.1 OBTAINING RFQ DOCUMENTS.

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

**1.3 "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 Offer, and any terms and conditions contained in any exhibits, schedules, and other attachments to and any amendments of any of the above.

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

**1.5 "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.

**1.6 "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.

**1.7 "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.

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

**1.9 "Offeror"** means the person or entity that submits an Offer in response to an RFQ.

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

**1.11 "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.

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

**1.13 "RFQ Closing"** means the date and time set in the RFQ for Offer submission, after which Offers may not be submitted, modified, or withdrawn by Offeror.

**1.14 "RFQ Item"** means a specific unit of Work for which the Offeror has submitted a unit price in **Section 8 RFQ Offer Form**, and upon Contract award, a price is provided in the Contract.

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

**1.16 "Solicitation Document"** means the RFQ and includes all documents incorporated by reference and attachment.

**1.17 "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.

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

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

**1.20 "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 resulting Contract.

## SECTION 2 - INTRODUCTION

This Section is included to familiarize potential Offerors with the overall scope of the anticipated services, 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 RFQ is for the provision of Landscape Services at the **French Prairie Rest Area** on I-5 MP 281.6. The initial term of this Contract shall be twelve (12) months with extension options of up to four (4) additional years. The maximum term of this Contract shall be five (5) years, unless such other duration meets the best interests of TIC.

**2.2 A MANDATORY PRE-OFFER CONFERENCE IS SCHEDULED FOR THIS RFQ.** Offerors must attend the mandatory pre-Offer conference. Offers will not be accepted from Offerors who do not attend.

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

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

**2.4 METHOD OF AWARD:** Award of a Contract, if any, will be made to the Offeror 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 RFQ Item(s) from award if it is in the best interest of TIC. TIC reserves the right to reject any, or all RFQs.

**2.5 OFFEROR QUALIFICATIONS AND REFERENCES:** An **Offeror Qualifications and Reference Form** is provided in **Section 7** of this RFQ. Offerors shall complete this form and return it with their Offer. Failure to provide complete, accurate information may be cause for Offer rejection. Offers will be accepted only from Offerors who have sufficient qualifications and experience that are similar in nature and scope to those called for in this RFQ, and who meet the requirements stated in this RFQ.

**2.5.1** Offerors shall provide the required contact information for Offeror's top three current (within the last three years) landscape customers (in terms of the number of units serviced) as qualified below. Only three references may be submitted for consideration.

**2.5.2** Offerors shall also provide three (3) customer references who can be contacted regarding the quality of workmanship and service provided to them. (These references may include current and past janitorial customers.) Only three references may be submitted for consideration.

**2.5.3** Failure to provide all information requested may be cause for Offer rejection.

**2.5.4** TIC reserves the right to investigate any customer references, whether or not furnished by the Offeror, and past performance of any Offeror 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.

**2.5.5** TIC may postpone the award or execution of any resulting Contract after the announcement of the apparent successful Offeror in order to complete its investigation. TIC may reject an Offer 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.

**2.5.6** TIC will diligently attempt to contact each of the references provided by the Offeror. If TIC is unable to contact any of the references, the Offeror will receive zero points for each reference they are unable to reach.

**2.5.7** 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.

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

## **SECTION 3 - INSTRUCTIONS TO OFFERORS:**

**3.1 OBTAINING RFQ DOCUMENTS:** All RFQ documents and Addenda will be posted on TIC's website [www.ortravelexperienc.com](http://www.ortravelexperienc.com).

### **3.2 RFQ FORMAT:**

**3.2.1 SIGNATURE REQUIRED; OFFEROR AFFIRMATIONS:** Offers must be signed in ink by the authorized representative of the Offeror. Offeror's signature and submission of a signed Offer in response to the RFQ constitutes Offeror's affirmation that:

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

**3.2.1.b** The Offer submitted is in response to the specific language contained in the RFQ, and Offeror 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 Offer was prepared independently from all other Offerors, 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 Offeror based upon, resulting from, or related to, Offeror'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 Offeror in preparing and submitting its Offer or in participating in the evaluation/selection process.

**3.2.1.f** Offeror 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	OFFEROR QUALIFICATIONS AND REFERENCE FORM
SECTION 8	RFQ OFFER FORM
SECTION 9	CERTIFICATION OF COMPLIANCE WITH ANTI-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 THIS RFQ

**3.3 IN WRITING:** Offers and pricing information shall be typewritten or prepared in ink and shall be submitted on the form provided in this RFQ by mail, fax, or email. No oral, telegraphic, or telephone offers shall be accepted.

**3.4 FORM TO BE USED:** Required information shall be submitted on the forms specified in the RFQ.

### **3.5 OFFER CONTENTS:**

**3.5.1 INFORMATION TO BE INCLUDED; ATTACHMENTS:** All Offer 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 Offer in the required format.

**3.5.2 JOINT VENTURES/PARTNERSHIPS:** Partnerships and joint ventures shall supply, with Offer submission, the name of the contact person for the partnership or joint venture. Prior to award, joint ventures and partnerships submitting Offers must provide a copy of the joint venture agreement or partnership agreement evidencing authority to Offer 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 Offers (not in substantial compliance with RFQ requirements) may not 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:** The Offer, 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 Offeror submits in response to the RFQ that Offeror considers a trade secret under ORS 192.501(2) or confidential proprietary information, and that Offeror 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***”. Offerors 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 Offeror 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 Offerors shall disclose, in their responses to this RFQ, any relationship to the manager or person in charge of evaluating Offeror’s potential 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 INSURANCE REQUIREMENTS SPECIAL NOTE:** In the event that an Offeror would be awarded a Contract, and in order to expedite the award process, Offerors are strongly encouraged to submit with the required proofs of insurance with their Offer.

### **3.6 RFQ SUBMITTAL:**

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

**French Prairie – Landscape RFQ**

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

**3.6.2 SIGNATURE ON OFFER:** Offers shall be signed in ink by an authorized representative of the Offeror. Signature on an Offer certifies that the Offer is made without connection with any person, firm or corporation making an Offer for the same goods and Services and is in all respects fair and made without collusion or fraud. Signature on an Offer also certifies that the Offeror has read, fully understands and agrees with all RFQ Specifications, terms and conditions. No consideration will be given to any claim resulting from Offeror for not fully comprehending all requirements of this RFQ.

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

**3.6.3 OFFER WITHDRAWALS:** Offers may be withdrawn by request of the Offeror, in writing on company letterhead and signed by an authorized representative, and received by the TIC Office prior to RFQ Closing. Offers may also be withdrawn in person before RFQ Closing upon presentation of appropriate identification and evidence of authorization to act for Offeror. Offer withdrawals must be labeled as such and include the RFQ number.

### **3.7 REJECTION OF OFFERS:**

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

### **3.8 EVALUATION CRITERIA:** Offers will be evaluated according to the following criteria:

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

**3.8.2 RESPONSIBILITY:** Prior to award of a Contract, TIC may investigate Offeror 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 Offeror meets the applicable standards for responsibility.

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

### **3.10 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.

### **3.11 INFORMATION TO BE SUBMITTED BY THE APPARENT SUCCESSFUL AWARDEE:** The apparent successful awardee 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 Offer rejection. Offerors

are encouraged to consult their insurance agent(s) about the insurance requirements contained in the RFQ prior to Offer submission.

**3.12 FOREIGN CONTRACTOR:** If Offeror is not domiciled in or registered to do business in the State of Oregon, Offeror 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. Offeror shall demonstrate its legal capacity to perform the Services under this Contract in the State of Oregon prior to entering into this Contract.

**3.13 PREFERENCE FOR OREGON GOODS AND SERVICES:** In accordance with ORS 279A.120, TIC shall give preference to goods or services that have been manufactured or produced in this state if price, fitness, availability and quality are otherwise equal; and add a percent increase to the bid of a nonresident bidder equal to the percent, if any, of the preference given to the bidder in the state in which the bidder resides.

## SECTION 4 - STANDARD TERMS AND CONDITIONS FOR SERVICE CONTRACTS

**4.1 ORDER OF PRECEDENCE:** These terms and Conditions are the Standard Terms and Conditions for the purchase of goods and services. TIC may also provide Special Contract Terms and Conditions as part of this contract. In the event of a conflict between the Standard and Special Terms and Conditions, the Special Terms and Conditions take precedence, unless the Standard term in question is required by law. In the event of any other conflict. The terms and conditions of this contract supersede all preprinted terms and conditions on any forms used by the Contractor.

**4.2 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 Offer. 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 and emailed notices shall be deemed given upon electronic confirmation of successful transmission to the designated fax number or email address.

**4.3 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 matter hereof. There are no understandings, agreements, or representation, oral or written, not specified herein, regarding this Contract. Any amendments to this Contract may be executed in several counterparts, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of an amendment so executed shall constitute an original. TIC's failure to enforce any provision of this contract is not a waiver or relinquishment by TIC of its rights to such performance in the future or to enforce any other provisions.

**4.4 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 including, but not limited to the Oregon Tort Claims Act, ORS 30.260 to 30.300. Contractor shall be exclusively responsible for any taxes coming due as a result of this Contract, whether federal, state or local. Contractor agrees she/he has anticipated these taxes and included them in the Offer.

**4.5 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.

**4.6 ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, transfer, or subcontract rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of TIC. The provisions of this Contract are binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and permitted assigns.

**4.7 GOVERNING LAW; VENUE; CONSENT TO JURISDICTION:** This Contract is governed by Oregon law, 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 relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. If the claim must be brought in a federal forum, that it must be heard exclusively in the United States District Court for the District of Oregon. In no way will this section or any other provision of this Contract be construed as a waiver by TIC or the State of Oregon of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any claim or form the jurisdiction of any court. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**4.8 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 or to the performance of the services, as such laws, regulations, executive orders, and the ordinances may be adopted, amended, or repealed from time to time. These laws, regulations, executive orders and ordinances 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 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.

**4.10 INDEMNIFICATION:** Contractor shall indemnify, defend and hold harmless the State of Oregon and TIC and their divisions, officers, employees, and agents from all claims, suits or actions of any nature arising out of or related to the activities of Contractor, its officers, subcontractors, agents or employees under the contract. The State of Oregon shall not be liable for any indirect, consequential, special, incidental, or reliance damages of any kind or nature whatsoever (including, but not limited to any lost profits, lost revenues, lost savings, lost data, or harm to business), regardless of the foreseeability thereof, arising out of or related to this contract. Contractor hereby releases the State of Oregon and its agencies and their divisions, officers, employees, and agents from any such claims.



**4.11 FORCE MAJEURE:** Neither TIC nor Contractor shall be responsible for delay or default caused by an event beyond its reasonable control. TIC may terminate the Contract upon written notice after reasonably determining that such delay or default reasonably prevents successful performance of this Contract.

**4.12 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 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

**4.13 ACCEPTANCE OF SERVICES:** TIC shall review all Services provided by Contractor within a reasonable time and shall provide notice of acceptance or, shall specify the manner in which the Services fail to comply with the requirements of this contract. Contractor shall re-perform the non-conforming Services at no cost to TIC and within the timeframe allowed in TIC's notice. If re-performed Services fail to conform as required, TIC may allow additional opportunity to correct, or may terminate the contract due to Contractor's default. TIC will only pay for Services that are accepted by TIC.

**4.14 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 breach 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.

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

**4.16 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, TIC, after ascertaining that the claims are just, due and payable, may, but is not obligated to, pay the claims and charge the amount of the payment against funds due or to become due to Contractor under this Contract. The payment of claims in this manner shall not relieve Contractor with respect to any unpaid claims.

**4.17 TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified the Contractor that it is not in violation of any Oregon tax laws.

**4.18 PAYMENT FOR MEDICAL CARE:** Contractor agrees to make payment promptly, as due, to any person, co-partnership, 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.

**4.19 SAFETY AND HEALTH REQUIREMENTS:** Contractor warrants services provided under this Contract comply with all applicable federal Occupational Safety and Health Administration (OSHA) requirements and with all applicable 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, including those associated with chemicals or equipment as well as other potential hazards within the facility.

**4.20 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 areas, many of which have sensitive and critical activities.

**4.21 PERFORMANCE:** Contractor shall perform all Services required by this Contract within the time(s) specified, including any extensions. All Services shall be performed in a good and competent manner, and in accordance with the highest applicable professional and/or 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:

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

**4.23 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 except to the extent required by this contract. 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 termination. 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.

**4.24 MAINTENANCE AND ACCESS TO RECORDS:** Contractor shall maintain all accounting records relating to this Contract according to Generally Accepted Accounting Principles (GAAP) and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant TIC, the State and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives access to the records, including reviewing, auditing, copying, and making transcripts.

**4.25 EVENTS OF BREACH:**

**4.25.1 BREACH BY CONTRACTOR:** Contractor breaches this Contract if Contractor:

**4.25.1.a** Ceases doing business on a regular basis, including but not limited to ceasing to do business on a regular basis as a result of insolvency, receivership, bankruptcy proceedings, or an assignment for the benefit of creditors.

**4.25.1.b** No longer holds a required license or certificate for Contractor's performance.

**4.25.1.c** Commits any material breach under this Contract, and Contractor fails to cure any such breach as TIC may specify in the notice of breach.

**4.25.2 BREACH BY TIC:** TIC breaches this Contract if:

**4.25.2.a** TIC fails to pay Contractor any amount owed under this Contract.

**4.25.2.b** TIC commits any material breach under this Contract, and fails to cure any such breach as Contractor may specify in the notice of breach.

**4.26 REMEDIES:**

**4.26.1 TIC'S REMEDIES:** If Contractor is in breach under **Section 4.25.1**, 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:

**4.26.1.a** Termination of this Contract under **Section 4.27.2**.

**4.26.1.b** Reducing or withholding payment for Services that Contractor has failed to deliver within any scheduled completion dates or has performed inadequately or defectively.

**4.26.1.c** Requiring Contractor to perform, at Contractor's expense, additional work necessary to perform the Statement of Work or meet performance standards.

**4.26.1.d** Suspending Contractor's performance of the Services.

**4.26.1.e** Initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief.

**4.26.1.f** Exercise of its right of recovery of overpayments or setoff, or both.

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.

**4.26.2 CONTRACTOR'S REMEDIES:** If TIC is in breach under **Section 4.25.2** and whether or not Contractor elects to exercise its right to terminate the Contract under **Section 4.27.3**, Contractor's sole monetary remedy shall be (a) with respect to Services compensable at a stated rate, a claim for unpaid invoices, time worked within any limits set forth in this Contract but not yet invoiced, authorized expenses incurred and interest within the limits permitted under ORS 293.462, and (ii) with respect to deliverable-based Services, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed and accepted by TIC, less previous amounts paid and any claims(s) that TIC has against Contractor.

**4.27 TERMINATION:**

**4.27.1 TIC'S RIGHT TO TERMINATE FOR CONVENIENCE:** TIC may, at its sole discretion, terminate this Contract, in whole or in part, upon thirty (30) calendar days' written notice by to Contractor.

**4.27.2 TIC'S RIGHT TO TERMINATE FOR CAUSE:** TIC may terminate this Contract immediately upon notice to Contractor, or at such later date as TIC may establish in such notice, upon the occurrence of any of the following events:

**4.27.2.a** TIC fails to receive funding, appropriations, limitation or other expenditure authority at levels sufficient to pay for the Services under the Contract. The contract may be modified to accommodate a reduction in funds.

**4.27.2.b** If federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the Services are prohibited, or TIC is prohibited from paying for such Services from the planned funding source.

**4.27.2.c** If the State of Oregon enacts a statute, a court decision is issued, or an initiative passes that removes the authority or ability of TIC to conduct business.

**4.27.2.d** If any license or certificate required by law or regulations to be held by the Contractor to provide the Services required by this Contract is for any reason denied, revoked, or not renewed.

**4.27.2.e** If TIC discovers that the 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 of the type made subject of the Contract, or is in default for failure to pay taxes or any other amount owed to a government entity.

**4.27.2.f** 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 specified herein 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 the timeframe specified in TIC's notice of default.

**4.27.2.g** Contractor or any of Contractor's officers, employees, agents, or subcontractors commits any fraudulent or dishonest act in connection with performance under this Contract.

**4.27.3 CONTRACTOR'S RIGHT TO TERMINATE FOR CAUSE:** Contractor may terminate this Contract upon thirty (30) calendar days written notice of intent to terminate to TIC if TIC fails to pay Contractor pursuant to the terms of this Contract and TIC fails to cure within fifteen (15) business days after receipt of Contractor's written notice, or such longer period of cure as Contractor may specify in such notice.

**4.28 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.

## SECTION 5 - SPECIAL TERMS AND CONDITIONS

**5.1 METHOD OF OFFERING:** 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 twelve (12) months 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, unless otherwise determined by TIC, that it is in TIC's best interest to do so.

**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.

## SECTION 6 - INSURANCE REQUIREMENTS

The apparent low Contractor shall provide all required proof of insurance and bonding (if required) to the TIC Office within seven (7) calendar days of notification of Intent to Award. Failure to present the required documents within seven (7) calendar days 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 **Workers' Compensation Insurance** 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.**

**Commercial General Liability** 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.**

**Automobile Liability** 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 days 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. Contact Name: \_\_\_\_\_
- c. Business Address: \_\_\_\_\_
- d. Business Phone Daytime: \_\_\_\_\_ Evening/Weekend: \_\_\_\_\_
- e. Contact Email \_\_\_\_\_
- f. Number of Employees: \_\_\_\_\_ Annual Sales \$: \_\_\_\_\_
- g. Date Business Established: \_\_\_\_\_
- h. Insurance Agent Name: \_\_\_\_\_
- i. Insurance Agent Address \_\_\_\_\_
- j. 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: \_\_\_\_\_  
Telephone and fax numbers \_\_\_\_\_  
Dates: \_\_\_\_\_
- b. Name of Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone and fax numbers \_\_\_\_\_  
Dates: \_\_\_\_\_
- c. Name of Project: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone and fax numbers \_\_\_\_\_  
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 OFFER 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.

Total price is for 12 months, to be invoiced on a monthly basis at 1/12 the total.

ITEM	DESCRIPTION	EST. QTY.	UNIT	TOTAL PRICE
1.	Provide Landscape Services for TIC at <b>French Prairie Rest Area</b> 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	\$ _____
<b>TOTAL</b>				

**SECTION 9 - CERTIFICATION OF COMPLIANCE WITH ANTI-DISCRIMINATION LAWS**

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

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

**SECTION 10 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS**

By my signature in **Section 12** of this Offer, I, hereby attest or affirm under penalty of perjury: That I am authorized to act on behalf of the Offeror in this matter, that I have authority and knowledge regarding the payment of taxes, and that Offeror 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 BY AN AUTHORIZED REPRESENTATIVE OF THE OFFEROR; ANY ALTERATIONS OR ERASURES TO THE OFFER MUST BE INITIALED 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 Offer document and all addenda, any, issued, and to execute this Offer document on behalf of Offeror;
- (2) Offeror, acting through its authorized representatives, has read and understands all RFQ instructions, specifications, and terms and conditions contained in this RFQ document (including all listed attachments and addenda, if any, issued);
- (3) Offeror certifies that this Offer has been arrived at independently and has been submitted without any collusion designed to limit independent Offers or competition.
- (4) Offeror is bound by and will comply with all requirements, specifications, and terms and conditions contained in this RFQ 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 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 OFFER SUBMISSION.

Company Name: \_\_\_\_\_

Company Physical Address: \_\_\_\_\_

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 RFQ**

***THIS SECTION THIS SECTION TO BE COMPLETED BY THE STATE OF OREGON***

**The State of Oregon, Travel Information Council, hereby awards a Contract to the above Offeror for the item(s) and/or Service(s) designated on the RFQ as:**

**TOTAL COST \$** \_\_\_\_\_

\_\_\_\_\_  
**Issued by** \_\_\_\_\_ **Title** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Contract No.** \_\_\_\_\_ **Term of Contract:** \_\_\_\_\_



## SECTION 14 – LICENSING REQUIREMENTS

None.

## SECTION 15 – GENERAL SPECIFICATIONS/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

Invoices are payable Net 30 days from TIC's receipt and acceptance of completed Services and a correct invoice. Contractor shall send all invoices to TIC's Contract Administrator at the address specified in section 4 below. Contractor's claims to TIC for overdue payments on invoices are subject to ORS 293.462.

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.

Contact Name:

Phone Number:

Cell Phone:

4. TIC's CONTRACT PERSONNEL:

Contract Administrator for this Contract:

Jason Nash, Rest Area Division Administrator  
1500 Liberty St. SE, Suite 150  
Salem, Oregon 97302  
Phone: (503) 877-0035  
Email: jansonn@oregonte.com

For general Contract Services issues:

Heather Swanson, Rest Area Operations Manager  
1500 Liberty St. SE, Suite 150  
Salem, Oregon 97302  
Phone: (503) 378-2178  
Fax: (503) 378-6282  
Email: heathers@oregonte.com

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 Offeror qualification and reference form; sub-section 3 comparable projects in size and scope in the RFQ of projects that Offeror 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 property located at the SRA.
- B. Contractor shall provide Services sufficient to attain an attractive rest area.

10. SERVICE SCHEDULE: Rest area Service shall be performed according to the service summary and in consultation with the Rest Area Supervisor.

11. ADDITIONAL SERVICE: Contractor may occasionally be requested to perform Services outside their normal work schedule by adding additional work hours or staff. Such Services shall be requested by the Rest Area Supervisor on an as needed 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 Offer.

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:

- A. TIC shall provide needed training of Contractors' personnel as agreed upon before the start of the Contracted Services.
- B. TIC shall provide for all major plumbing and electrical repairs, such as but not limited to: receptacle replacement, water line repairs and major sewage malfunctions, etc.

14. ITEMS PROVIDED BY CONTRACTOR: Contractor shall furnish all transportation necessary to perform the Services required under this Contract. Failure to maintain adequate transportation methods 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 and personal protective equipment to its employees, at no further expense to TIC.
  - A. An identification patch or tag showing name of company and 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. Contractor's employees shall follow the State established Infection Control Guidelines which can be found at:  
<https://public.health.oregon.gov/DISEASES/CONDITIONS/COMMUNICABLEDISEASE/LOCALHEALTHDEPARTMENTS/Pages/infectcontrol.aspx>.
  - C. Pants are required which shall cover the legs to ankles.
  - D. Shirt, from point of the shoulder, which shall cover the entire torso, shall be worn at all times.
  - E. Contractor's employees must wear safety glasses and protective gloves as duties require to protect themselves from potential hazards, including when handling chemicals or operating equipment.
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

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### 1. Mowing:

- A. Turf areas shall be mowed to maintain a neat and trim appearance. See the mowing schedule at the end of this service summary. 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.

### 2. Trimming:

- A. Sidewalks shall be edged with a gas edger or gas string trimmer monthly during scheduled mowing.
- B. Grounds around shrub beds and picnic table pads shall be trimmed with a gas edger or gas string trimmer monthly during scheduled mowing to make all edges clean and presentable.
- 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. Leaves on turf areas and beds shall be removed by mulching, blowing or raking for a minimum of 8 times in consultation with and at the request of the Rest Area Supervisor. Request for removal of leaves in excess of 8 times will be paid at the additional service hours rate. When necessary, leaves will be mulched on site.

### 4. Sidewalks and Hard Surfaces:

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

### Landscape Surfaces North Bound

Turf Area 6.6 acres estimated  
Rough Forest 14.1 acres estimated  
Rough Fields w/o trees 1.4 acres estimated

### Landscape Surfaces South Bound

Turf Area 4 acres estimated  
Rough Forest 8.8 acres estimated  
Rough Fields 12.5 acres estimated

### **French Prairie SRA Estimated Mowing Schedule**

<u>Month</u>	<u>Scheduled Mowing</u>
January	if necessary
February	if necessary
March	2 weeks
April	Weekly
May	Weekly
June	Weekly
July	Weekly
August	Weekly
September	Weekly
October	Weekly
November	0
December	0